

7/15/03

On Thursday July 10 at 3:15 am Ken Williams passed away surrounded by family and friends. I was honored to be one of those friends.

Ken Williams had been my boss for nearly 30 years. He was a good boss and a good friend. I would like to thank each of you who thought of Ken and mailed cards or visited him individually. I personally saw the delight in his eyes when he talked about the calls, cards and words of encouragement he received from all of you. Ken left quite a legacy of his accomplishments. He turned his disability into an asset rather than a liability. When someone met Ken they did not see a person with a handicap but rather a person who inspired others and was humble about his accomplishments which were quite a few.

Oconee County Citizens and Oconee County Government as well as those whom he was associated with on the State level have suffered a great loss. The contributions he made will impact our county forever and his expertise will be greatly missed by all. This was evident by the amount of friends who paid their respects this weekend.

I would like to read a poem that was written by his wife that was read at his funeral.

When Ken arrived on this earth,  
He was made different from birth.

God had a special thing for him to do,  
Seeing the life he lived, souls made it through.

Isn't it a peaceful feeling to know,  
Now he is running down the streets of gold.

Right down the middle of Hallelujah Square,  
He is so happy to be there.

He has joined his loved ones and friends, who have gone before,

Suffering and pain he will have no more.

## SCCDA Award of Excellence Nomination

**Project Title:** Newry Infrastructure Project

**Community Name:** Oconee County

**Person Making Nomination:** Dirk Reis/Judy Romano

**Address:** Appalachian COG, Post Office Box 6668, Greenville, SC 29606

**E-mail:** reis@scacog.org **Phone:** 864 244-5134

### Problem

Newry is a large mill village of about 119 single-family homes, located next to a dam that holds back the waters of Lake Hartwell. The community is one of the oldest mill villages in South Carolina; it was constructed over 100 years ago by Abney Mills, and consists of large wooden frame duplexes, which have been converted over the years into single family homes. Because of the age of the village and the beauty of the buildings, the area has been listed on the National Register of Historic Places.

The community is physically isolated from the rest of George County, located next to the lake and surrounded by largely undeveloped land. It is exactly this physical isolation that led to Newry's severe water and sewer problems. The mill village's water and sewer systems were constructed by Abney Mills at the turn of the century; the sewer system was never tied into any public system because it was too expensive, so the mill operated a small wastewater treatment plant in the mill village. When the factory closed, Abney Mills sold the water and sewer systems to a resident of the mill village, Mr. Dorr, who did all maintenance and repairs on the water and sewer lines and the wastewater treatment plant himself, without benefit of employees, engineers, or consultants. In June 1991, Mr. Dorr suffered a stroke and died. His wife struggled to keep the systems running, although she lacked the proper knowledge, experience or funding; she did not know how to do maintenance and repairs herself, and could not afford to hire anyone to do the work for her. In July 1996, unable to sell the systems to another operator, and no longer able to afford to run them, Mrs. Dorr told the SC Public Service Commission that she was going to abandon them. She finally did so in September 1997.

Because the Dorr's had not done the necessary repairs and upgrades to the water and sewer systems over a period of many years, water lines, fire hydrants, sewer collection lines and the small wastewater treatment plant were all in very poor condition. Water leaks were prevalent throughout the system, and water pressure was extremely low. Fire hydrants were inoperable. In the sewer system, lines and manholes throughout the village were blocked and were collapsing. The wastewater treatment plant was in serious disrepair. There were continuous discharges of raw sewage into Lake Hartwell because of broken and clogged sewer lines and broken pumps or motors. Because the water lines were so old and had been poorly maintained, failures of service were occurring all over the mill village. Water leaks were occurring everywhere, all of the time, causing homeowners to lose water pressure and in some cases, water service altogether. Water pressure in general was so low that water service was barely able to provide a trickle to homeowners when demand for water was high. Pipe corrosion caused brown, muddy water, resulting in frequent complaints and frequent attempts to flush out the lines so they delivered decent water.

Because water pressure was so low, the local fire marshal had informed residents that he could not rely on fire hydrants in the mill village to function during an emergency. He put the five fire departments closest to Newry on alert that they were all expected to respond to even the smallest fire emergency in the community because of the dangerous conditions. In addition,

because there was no water storage tank on the existing water system, a single water main break could leave the line without any pressure anywhere in the system, and leave all of the residents of Newry without water service until the line was repaired.

Newry's sewer system was in even worse shape, if possible, than its water system. The system consisted of a gravity collection system as old as the houses it serves, and a malfunctioning, inadequate 75,000-gpi capacity wastewater treatment plant, which was located on the vacant mill property. Because of the age of the system and inadequacy of the design, blockages and breakages were occurring frequently in both the lines and the manholes, causing raw sewage to be dumped directly into Lake Hartwell.

Malfunctions were also occurring frequently at the wastewater treatment plant, caused by constant leaking of the plant, its general disrepair, and its mechanical unreliability. According to DHEC testing, the plant's effluent had problems with high levels of fecal coliform bacteria, exceeding DHEC's limits on many occasions. On several occasions, problems with the malfunctioning sewer system resulted in raw sewage running down the streets and into the storm drains, which flow directly into Lake Hartwell. In addition, the treatment plant had on several occasions shut down entirely, causing untreated sewage to be dumped directly into the Lake.

## Solution

The engineers recommended that the County entirely replace the existing systems, because it was the only alternative that would be a safe, dependable, and permanent solution to the infrastructure problems in the mill village. However, the cost of this alternative was estimated at \$1.8 million, far more than Oconee County could pay for, and too much for the 119 households in Newry to afford to borrow. With assistance from the Appalachian COG and state legislators, among others, a funding package was put together using CDBG funds, ARC funds, funds appropriated by the State Budget and Control Board, and local funds.

With funding in place, a contract was awarded in August 2001. The water project consisted of replacing existing water lines in the mill village up to the master water meter, which is located at the entrance to Newry. The sewer project involved replacing all existing sewer lines. The old wastewater treatment plant was abandoned, and the wastewater was routed through a new lift station and forcemain, and pumped to the existing sewer system serving the City of Seneca. Wastewater would be treated at the Conross Wastewater treatment facility operated and maintained by the Oconee County Sewer Commission.

## Results, Resources, and Partnerships

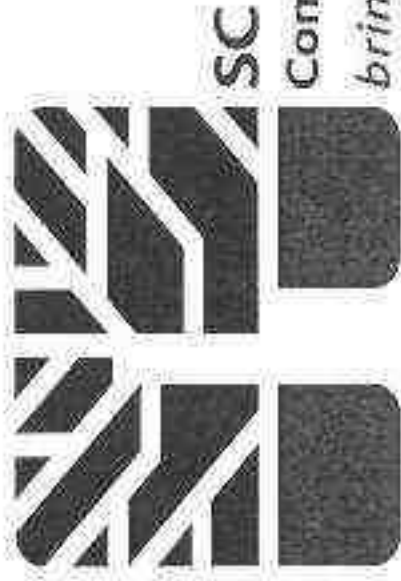
The Newry Infrastructure project will have a very important impact not only on the mill village itself, but also on local and regional governments. The project will also have a positive impact on the area around the mill village.

This project has broken new ground in Oconee County for regional cooperation between citizens, local governments, and county government. Because no mechanism existed to assist the residents of the mill village when they began to experience difficulties with their water and sewer systems, new mechanisms had to be created to solve this unique problem. Governments had to think of themselves in new ways, with new responsibilities they had never before taken on. Oconee County had never before agreed to directly assist residents with their sewer needs. Although the County has a sewer commission, it serves as a wholesaler of wastewater treatment to the cities in the county. It is the cities who actually own and operate the lines and collection systems. Because Newry is located very far from the nearest sewer main lines, owned by the City of Seneca, it was not financially feasible for Seneca to extend service to the mill village.

Through a series of meetings and intergovernmental agreements, Oconee County agreed to own the collection lines and the pump stations serving the Newry mill village up to the point where they will connect to the nearest trunk line owned by the City of Seneca. This is the first time Oconee County has agreed to own lines, and also the first time the County has used its funds to pay for any part of a sewer project. The City of Seneca operates and maintains the sewer collection system and the pump stations under contract with the County. The City of Seneca also agreed to own and operate the water system in Newry.

This project has brought safe and reliable water and sewer service to a very rural area of the county, and eliminated a health hazard not only to the residents of Newry, but also to the local residents and visitors who utilize Lake Hartwell for sports and recreation.

In conclusion, this project has broken new ground for infrastructure improvements, regional cooperation, and development in Oconee County.



Community Development Association  
*bringing communities together*

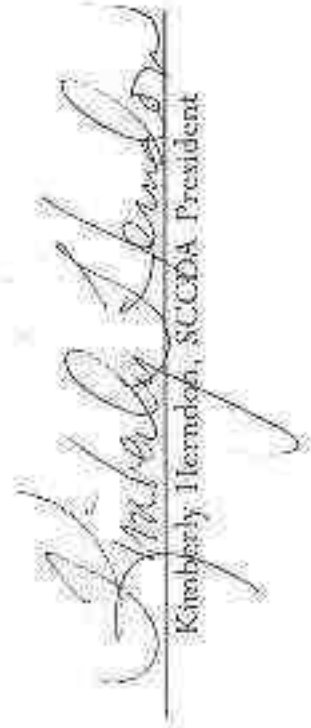
# *Award of Excellence*

presented to the

*Oconee County*

for the

*Newry Infrastructure Project*

  
Kimberly Hernesh, SCCDA President

May 20, 2003

**Opal Green**

**From:** Jim Alexander  
**Sent:** Friday, July 11, 2003 1:05 PM  
**To:** Opal Green  
**Cc:** 'briortun@fnbelaw.com'; Thelma Miller  
**Subject:** 8BX7011.DOC

ORDINANCE No. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND VALENITE MANUFACTURING INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to provide for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Valenite Manufacturing Inc., a company duly incorporated and existing under the laws of the State of Michigan (referred to hereinafter as the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee in Lieu of Tax Agreement in the form of a fee agreement (the "Fee Agreement") (Valenite Manufacturing Inc. Project) pursuant to the Act for the purpose of authorizing and of acquiring, by purchase, lease and construction, certain land, a building or buildings, machinery, apparatus, and equipment, for the purpose of a manufacturing facility which will manufacture carbon tip cutting devices (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserv the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the

aforesaid Inducement Agreement and Millage Rate Agreement and the Fee Agreement with the Company and to that end has, by its Resolution adopted on June 30, 2003, authorized the execution of an Inducement Agreement and Millage Rate Agreement containing a fee in lieu of tax agreement, and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended,

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to locate a facility in the State and the acquisition by the Company of land, a building or buildings, and various machinery, apparatus and equipment, all as a part of the Project to be utilized for the purpose of manufacturing carbon tip cutting devices, is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The forms, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Interim Supervisor/Chairman of the County Council and the Clerk of the County Council be and are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Interim Supervisor/Chairman of the County Council and the Clerk of the

County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this \_\_\_th day of \_\_\_\_\_, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Henry R. Hamilton, Interim Supervisor/Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Opal O. Green, Clerk to County Council  
Oconee County, South Carolina

First Reading: July 15, 2003  
Second Reading:  
Public Hearing:  
Third Reading:

**FEDDER, NORTON, BALLENGER, & ENDERLIN, P.A.**

ATTORNEYS AT LAW

30 Short Street  
PO Box 480  
Walhalla, SC 29691

Telephone (864) 638-2930  
Fax (864) 638-2922

Bradley A. Norton  
Karen F. Ballenger  
Derek J. Enderlin  
Julie E. Mahon

W. J. Fedder  
(Of Counsel)  
Memminger F. Wiggins  
(Of Counsel)

July 9, 2003

**Memo**

TO: Oconee County Council

FROM: Bradley A. Norton  
Oconee County Courthouse

RE: Lease with Patriot's Hall Association, Inc.

The proposed Lease Agreement with Patriot's Hall Association, Inc. will be addressed at the Council Meeting on July 15, 2003.

One of the primary items of concern is the term of the lease. As drafted, the lease term is for twenty-five (25) years. Long lease terms are fairly common with eleemosynary corporations. One reason for this is that most leases with eleemosynary corporations are not entered into in order to obtain a financial benefit for the lessor.

The concern the County has is that we have spent a great deal of money acquiring all of the property in the Courthouse block, and we are now considering leasing a piece of that property for a long period of time. For this reason, a five (5) year lease might be more attractive for the County. If we have a five (5) year lease, it is doubtful that the Patriot's Hall Association will agree to the one (1) year out that we have placed in the current lease. The advantage of the



one (1) year out is that the County can get out of the lease upon one (1) year's notice if the County has a reason for needing the building that would give rise to a claim for eminent domain (excluding parking). In other words, if the County had a good reason for needing the building, we can get it back upon one year's notice. This provision is not standard in most leases.

The advantage of a five (5) year lease is that the County can opt not to renew the lease for any reason after each five (5) year period. This disadvantage, of course, is that the County would be stuck with the lessee for the five (5) year period. For example, if the lease term were five (5) years without the one (1) year out, and the lease was renewed on two (2) occasions, and if, in year eleven (11), the County needs the property for another purpose, the County may well be stuck with the five (5) year lease and may not be able to gain possession of the property until year fifteen (15).

Article III now states that the lessee shall be responsible for all utilities associated with the premises. In other words, Patriot's Hall would be responsible for all electric, gas, water, etc. on the building.

Another provision in the lease that is somewhat unusual is in Paragraph 5.2. Normally, leases can be assigned with the consent of the lessor and the consent cannot be arbitrarily withheld. This lease says that the property cannot be sublet or assigned without the County's prior written consent. Consequently, if Patriot's Hall Association is unable to fulfill its function in setting up the veteran's museum, the organization will not be able to assign the lease to a new eleemosynary corporation or private entity in order to "save the Rock Building".

Last, the language in 6.2 needs to be closely examined. Normally, if property is taken by condemnation, the Lessor receives all the proceeds from the condemnation. Paragraph 6.2, allows Patriot's Hall Association to receive any compensation for the building itself and the

County will receive compensation for the real estate if the property were condemned. Please understand that only the State of South Carolina or the Federal Government would be in a position to condemn the property, which seems extremely unlikely. The reason this provision was placed in the lease is that the County has placed a zero (0) dollar value on this building and that the County has voted on at least two (2) occasions to tear the building down. In fact, the value of the rock building to the County is negative since the County would have to pay to tear this building down. Since Patriot's Hall Association plans to put money into the building to renovate it, it seems appropriate that they would receive the return on that investment if the building were taken in a condemnation action.

Federal Emergency Management Agency  
Washington, D.C. 20472

Larry Wilkerson  
Fair Play Volunteer Fire Department, Inc.  
P. O. Box 133  
Fair Play, South Carolina 29643-0133

Re: Grant No.EMW-2003-FG-15940

Dear Mr. Wilkerson:

Congratulations. Your grant application submitted to the Emergency Preparedness & Response Directorate (EP&R/FEMA of DHS) for the FY03 Assistance to Firefighters Grant Program in the program area of Fire Operations and Firefighter Safety has been approved. The approved project costs amount to \$99,745.00. The Federal share is 90 percent or \$89,771.00 of the approved amount and your share of the costs is 10 percent or \$9,974.00.

As part of your award package, you will find EP&R's grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and EP&R's grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.**

For your convenience, we will have an on-line system that will accept payment requests. The first step to request your grant funds is to ensure that EP&R has your correct direct deposit information on-line. Please log onto <https://portal.fema.gov/> using your userid and password and confirm the direct deposit information. Once you have confirmed your direct deposit information, print a copy of it by clicking the *Print SF 1199A* button on the screen. Sign the form and take it to your bank to complete the bottom portion. Please write your grant number on the top of your SF 1199A before mailing it to EP&R. Once your bank has completed and signed the form, mail it by priority mail, with the original signatures, to the address below:

Emergency Preparedness and Response Directorate (EP&R)  
Financial & Acquisition Management Division  
Grants Management Branch  
Attn: Assistance to Firefighters Grant Program  
500 C Street, SW, Room 334  
Washington, D.C. 20472

If you currently have Assistance to Firefighters Grant with EP&R and your direct deposit information has not changed, you do not need to resubmit that information. If your direct deposit information has changed, please follow the detailed instructions in the preceding paragraph.

The second step will be to request your grant funds. You will receive notification via e-mail when you can request payments online. Grant funds should be requested to meet your immediate needs and should therefore be requested as close as possible to the time that you will actually spend the funds. If you have any questions or concerns regarding the process to request your grant funds, please contact your Grants Management Specialist, Alma Christian at 770-220-5671.

Sincerely,



Patricia A. English  
Senior Procurement Executive

## 2003 Fire Grant Equipment Request

Fire Department Name: **Fair Play Fire Department**

### Categories

#### 1. Fire Fighting Equipment

Items Requested	Quantity	Cost Per Item	Cost
Breathing Air Compressor	1	23496	\$ 23,496.00
Breathing Air Cascade & Fill	1	15774	\$ 15,774.00
			\$ -
			\$ -
			\$ -
			\$ -
	<b>Total Cost:</b>		<b>\$39,270.00</b>

#### 2. Personal Protective Equipment

Items Requested	Quantity	Cost
Personal Protective Equip.	10	\$ 12,940.00
Self-Contained Breathing App.	11	\$ 25,400.00
SCBA Spare bottles	8	\$ 7,192.00
		\$ -
		\$ -
		\$ -
	<b>Total Cost:</b>	<b>\$45,532.00</b>

#### 3. Training

Items Requested	Quantity	Cost
Audio Visual Equipment	1	\$ 7,253.00
Training Library - Driver/Operator	1	\$ 1,090.00
Training Library - Firefighter II	1	\$ 6,600.00
		\$ -
		\$ -
		\$ -
	<b>Total Cost:</b>	<b>\$14,943.00</b>

<b>Total Cost:</b>	<b>\$89,745.00</b>
<b>Local Match:</b>	<b>\$9,974.50</b>
<b>FEMA Award Amount:</b>	<b>\$89,770.50</b>

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL**

**AND**

**OCONEE COUNTY**

This Memorandum of Agreement (hereafter "Agreement") shall be effective as of July 15, 2003, between the South Carolina Department of Health and Environmental Control, (hereinafter "DHEC") and Oconee County, (hereinafter "Facility").

The parties to this Agreement agree as follows:

**I. SCOPE OF SERVICES:**

- A. This Agreement will be activated when the State of South Carolina through the Governor's Office or his designee determines that an agent of mass destruction has been released and causes threat to the health of the general public. The designated site located at 415 South Pine Street, Walhalla, SC will act as a Distribution/Dispensing site for pharmaceutical and medical materials to the public.

For the purpose of this Agreement, pharmaceutical and medical material is defined as antibiotics, antidotes, medical supplies and equipment, and certain controlled substances, which may be used to respond to an attack of chemical or biological terrorism. In addition, medical material includes but is not limited to, equipment designed to support deployment and maintenance of pharmaceutical and medical materials such as specialized cargo containers, portable refrigeration units, ventilators, and portable suction units.

DHEC acknowledges that upon delivery to the Distribution/Dispensing site, DHEC is responsible for storing, organizing, and maintaining the pharmaceutical and medical material.

- B. This agreement shall be subject to the terms and conditions set forth in the Agreement between the Centers for Disease Control and Prevention (CDC) and DHEC.

**II. TIME OF PERFORMANCE:**

This MOA shall be effective on July 15, 2003 or when all parties have signed, whichever is later, and will terminate on \_\_\_\_\_.

### **III. LIABILITY:**

- A. The Facility by volunteering its use as a Distribution/Dispensing site without any compensation for such use is designated as a volunteer of DHEC. All liability policies covering DHEC facilities, including, but not limited to professional liability, tort liability, and premises liability, are applicable to the Facility during its use as a Distribution/Dispensing site.
- B. In the event that an incident is not covered under the policies recited in Section III, Subsection A, then:
- (1) DHEC shall be liable for any and all claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) as a result of incidents or damages to the facility which may arise out of any acts or failures to act of DHEC, its employees, agents, or contractors, in connection with the performance of the services provided by DHEC pursuant to this Agreement. Property damage to the Facility shall be identified and reported to the appropriate DHEC officials within 30 days of distribution/dispensing site closing, and
  - (2) The Facility shall be liable for any and all claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) as a result of incidents or damages to the facility which may arise out of any acts of failures to act of the Facility, its employees, agents or contractors, in connection with the performance of the services provided by the Facility pursuant to this Agreement.
- C. Property damage not covered by any of the above conditions shall be the responsibility of the Facility.

### **IV. SECURITY:**

Security staff of the Facility will provide on-site security. Supplemental security needs will be met by local law enforcement personnel.

### **V. STAFFING:**

DHEC will provide necessary staffing to operate the Dispensing/Distribution site, including nursing, administrative and other support staff, pursuant to the procedure set forth in the National Pharmaceutical Stockpile Plan.

### **VI. TERMINATION OF AGREEMENT:**

This Agreement may be terminated by either party by giving written notice at least 90 days prior to the effective date of such termination.

The parties to the Agreement hereby agree to any and all provisions as stipulated above.

AS TO DHC:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

AS TO THE FACILITY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





Approved Purch. Ordinance issued by the local government

Project could start to the use of which provides the  
location of units to be served  
*M. Williams*  
Procurement Director

Bidders Address		Thomas & Howard Co Newberry, SC		US FoodService Greenville, SC		PFG Milton's Greenville, SC		Extended Annual Amount		
#	Description	Est	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount
<b>Frozen Juices, 4 oz concentrate</b>										
1	lemonade	20	0.50	6%	6.00	101.34	4.40	7%	4.76	123.76
2	orange	28	10.58	8%	11.21	189.66	5.50	7%	5.92	153.32
3	cranberry	28	0.18	8%	0.19	253.28	6.40	7%	6.05	176.10
4	grapefruit	26	7.75	0%	8.77	218.00	8.04	7%	6.40	167.96
<b>Canned Meat and Fish</b>										
5	beef ravioli	7	24.96	5%	26.46	186.20	23.50	6%	24.98	174.93
6	salmon	4	35.70	5%	37.84	151.37	34.38	6%	36.44	145.70
7	ham	15	24.48	6%	26.93	308.91	24.28	8%	25.72	380.80
<b>Frozen Meats</b>										
8	turkey rolls	12	10.15	6%	20.30	243.58	20.10	7%	21.51	250.12
9	turkey sausage patties	78	11.14	6%	11.81	571.06	12.58	7%	13.44	1,048.92
10	ground beef 81/19% fat	Amount	1.28	3%	1.30	5,191.20	1.14	6%	1.20	1,800.00
11	branded chicken patty	25	25.82	6%	30.23	755.78	3.47	7%	14.41	360.20
12	chicken breasts	15	13.16	6%	13.95	209.24	12.57	7%	14.52	217.80
13	turkey frank 5.1	56	7.81	6%	8.28	461.60	8.33	7%	6.77	379.32
14	turkey whole 20oz	85	0.01	6%	0.00	458.00	0.58	7%	0.93	841.00
15	fish fillet 4 oz	25	27.05	6%	28.67	715.00	45.41	7%	46.45	230.00
16	fish packaged 3 oz square	25	22.83	6%	24.20	605.00	15.78	7%	16.88	422.00
17	chuckwagon, broiled 4	15	11.90	5%	12.61	189.21	16.39	7%	17.47	262.05
18	turkey hotdog roll	80	18.51	8%	20.68	1,600.00	0.71	7%	0.75	1,500.00
19	ham hot turkey	15	1.10	8%	1.17	175.50	1.07	7%	1.14	171.00
20	chicken leg quarters	135	13.88	8%	14.71	1,601.97	11.82	7%	11.79	1,355.85
<b>Canned Fruit, 6oz Pearsauce</b>										
21	peaches, sliced	50	19.35	5%	20.17	1,008.50	18.10	5%	20.06	1,012.50
22	pineapple, sliced	16	18.88	6%	19.61	297.47	22.08	8%	23.36	350.70
23	apples, sliced	10	19.38	6%	20.55	208.53	23.75	5%	24.97	248.70
24	strawberries	40	14.65	6%	15.63	621.35	19.10	5%	20.06	602.40
25	mixed fruit	10	21.90	6%	23.21	232.14	27.21	8%	28.64	288.40
26	pears, sliced	10	20.99	6%	21.83	218.25	21.80	5%	22.89	226.90

Bidders Address		Thomas & Howard Co Newberry, SC			US FoodService Greenville, SC			PFG Millers Greenville, SC						
#	Description	Est	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount
<b>Carried Vegetables 6/#10 cans/size</b>														
27	mixed vegetables	20	15.00	0%	15.90	318.00	15.90	0%	16.26	325.60				
28	stew, green peas	15	18.60	0%	19.72	295.74	19.72	0%	17.79	266.85				
29	green beans	50	11.23	0%	11.90	595.18	15.25	0%	16.15	807.50				
30	yellow squash, cut	25	16.00	0%	17.00	424.89	20.00	5%	21.65	541.45				
31	corn, whole kernel	50	14.81	0%	15.70	784.93	20.89	0%	21.72	1,088.50				
32	corn, fresh style	20	17.12	0%	18.15	352.94	21.60	0%	22.93	458.60				
33	red kidney beans	30	11.30	0%	12.07	362.90	14.20	0%	15.16	454.92				
34	pink and beans	20	11.38	0%	12.06	361.80	14.30	0%	16.80	504.00				
35	dried potatoes	20	14.93	0%	15.83	316.62	16.50	0%	17.99	340.80				
36	potatoes, instant	10	34.10	0%	36.15	361.50	33.74	0%	36.76	367.60				
37	soybean greens, chopped	20	13.10	0%	13.89	271.72	13.75	0%	14.57	291.40				
38	potatoes, sliced	20	13.08	0%	13.96	277.30	18.30	0%	17.34	348.20				
39	homemade, juiced	10	12.92	0%	13.70	135.95	14.05	0%	15.57	166.70				
40	tomato puree	10	11.70	0%	12.50	124.87	15.05	0%	16.05	160.60				
41	tomato ketchup	30	12.59	0%	13.35	400.38	14.44	0%	15.84	475.20				
42	beets, sliced	13	13.35	0%	14.16	212.27	15.85	0%	18.30	244.50				
43	sauerkraut, shredded	5	15.51	0%	16.32	73.60	16.50	0%	19.01	99.15				
44	asparagus	5	no bid			159.35	15.25	0%	16.46	143.20				
45	causcouz pieces	5	29.50	0%	31.27	159.35	27.62	0%	28.04	143.20				
46	carrots, cut	30	14.89	0%	15.57	427.14	13.29	0%	13.90	418.50				
47	lima beans	10	17.95	0%	19.04	190.38	21.32	0%	22.60	226.00				
48	sweet potatoes (barnet)	15	18.05	0%	19.13	287.00	20.47	0%	21.70	326.50				
<b>Fresh Dairy Products</b>														
49	cheese, sub American	20	25.64	0%	26.27	525.41	22.72	7%	24.31	486.20				
50	margarine, 100% butter	111	9.04	0%	9.58	1,053.82	15.04	7%	16.02	1,601.90				
51	margarine, 361 lb	100	10.65	0%	11.29	1,129.00	9.78	0%	10.27	1,027.00				
<b>Gelatin, Toppings and Puddings</b>														
52	lemon pie filling, 8#10 1	0	no bid				21.41	0%	22.68					
53	chocolate pudding, 8#10 1	30	17.67	0%	18.92	538.74	19.30	0%	20.35	610.50				
54	vanilla pudding, 6#10 1	30	16.42	0%	17.41	522.18	19.38	0%	20.55	616.50				
55	red jello, assorted, 12-2	10	14.02	0%	14.29	142.85	16.55	7%	17.71	177.10				
<b>Frozen Vegetables</b>														
56	broccoli, chopped	10	14.90	0%	15.59	156.00	20.25	7%	21.77	217.20				
57	cauliflower, chopped	5	18.72	0%	19.66	98.32	19.07	7%	20.40	102.00				

Attended bid opening: Kristianne Wiland, Sarah Harty, Ann Albertson

Bidders:		Thomas & Howard Co Newberry, SC				US FoodService Greenville, SC				PRG Miller's Greenville, SC					
Address:		Description		Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount
56	breaded okra	12	11.95	6%	12.58	152.13	14.17	7%	15.02	160.50					
59	hair browns, 96 count,	20	10.71	0%	11.95	227.95	12.41	7%	13.06	261.20					
60	French fries, 3/8" string	30	10.31	0%	10.90	327.05	17.49	5%	18.19	544.50					
61	water coils	15	15.02	6%	16.03	255.51	12.65	2%	13.51	202.65					
<b>Baking Products</b>															
52	sugar, bulk	150	15.25	0%	15.25	2,287.50	17.35	5%	18.04	2,706.00					
63	granular mix, 1/2 lb (or 1 lb)	12	12.50	6%	13.30	159.64	15.98	7%	17.30	211.68					
64	flour, plain	50	4.00	0%	4.00	215.18	5.65	0%	5.65	300.00					
65	flour, self-rising	150	4.14	0%	4.14	705.96	5.02	8%	5.32	798.00					
66	cornmeal, self-rising	100	6.44	6%	6.83	682.04	5.61	8%	5.95	595.00					
67	sugar, individual packets	12	7.72	5%	8.16	98.20	7.69	7%	8.23	98.76					
68	brown gravy mix	10	19.09	8%	20.24	202.35	15.82	7%	16.77	167.30					
69	chicken gravy mix	10	21.70	5%	22.82	230.21	16.27	7%	17.34	163.40					
70	black pepper, bulk	5	14.87	5%	15.55	77.75	18.30	7%	19.62	98.10					
<b>Spices, specify size</b>															
71	lemon pepper	12	4.81	6%	5.10	42.24	6.63	7%	7.09	84.45					
72	crushed red pepper	12	3.90	0%	4.13	49.61	4.93	7%	5.28	63.36					
<b>Rice, Noodles and Beans</b>															
73	black-eyed peas, 20 or 2 1/2 lbs lb	14.36	14.36	5%	15.22	222.30	14.39	7%	15.33	229.65					
74	lima beans, 20 or 25 lb	375 lb	38.03	6%	40.39	15,346.50	-14.82	2%	15.80	237.90					
75	great northern beans, 2 1/2 lbs lb	11.14	11.14	5%	11.61	179.25	9.75	7%	10.47	165.00					
76	pink beans, 20 or 25 lb 1/2 lbs lb	9.68	9.68	5%	10.14	152.50	14.72	7%	15.75	157.50					
77	rice	15	7.09	3%	7.52	112.73	7.07	7%	7.56	113.40					
78	spaghetti	45	8.38	0%	8.96	132.92	8.08	7%	10.25	153.75					
79	macaroni	20	8.34	0%	8.94	178.80	8.25	7%	9.90	198.00					
80	egg noodles 10 lb.	15	7.13	6%	7.92	119.37	6.76	7%	7.22	108.65					
<b>Soups, 12-50 oz</b>															
81	vegetable	8	32.45	6%	34.43	275.43	30.85	7%	32.95	263.92					
82	tomato	8	24.15	6%	25.60	204.79	23.30	8%	24.68	195.68					
83	chicken noodle	4	28.84	0%	30.57	244.56	27.43	3%	28.80	200.40					
84	cream of mushroom	15	26.57	5%	28.43	501.96	6.75	5%	7.18	475.20					
<b>Condiments, Dressings, Sauces, Jelly</b>															
85	apple butter, 6 1/2 10 cans	10	21.08	3%	21.74	221.45	25.43	7%	27.06	276.60					
86	apple jelly, 3 1/2 10 cans	0	no bid				23.13	3%	24.77						
87	orange jelly, 6 1/2 10 cans	20	25.72	6%	27.26	545.20	21.91	7%	23.58	511.60					

Bidders Address		Thomas & Howard Co Newberry, SC				US FoodService Greenville, SC				PFG Milton's Greenville, SC				
#	Description	Est	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount
88	peanut butter, 6hr 10 cal	18	33.24	6%	35.23	576.52	32.48	7%	34.95	524.25				
89	maple syrup	75	12.82	6%	13.53	1,019.19	12.41	6%	13.15	926.25				
90	mustard	5	3.03	6%	3.27	17.85	7.58	7%	8.09	40.45				
91	Ranch dressing mix, 1-	2	10.55	18%	12.29	24.90	19.71	7%	21.09	42.18				
92	sausage, pork and veal	10	12.52	6%	13.27	132.71	10.45	7%	10.86	108.60				
93	mayonnaise, reduced fat	12	8.76	6%	9.28	112.80	10.38	7%	10.95	131.40				
94	Texas Pete hot sauce	10	7.24	6%	7.67	76.74	11.48	7%	12.18	121.80				
<b>Cereals, case, specify size</b>														
95	corn flakes, bulk	60	19.93	6%	21.58	894.15	19.68	8%	21.32	679.20				
96	frosted flakes, bulk	7	26.23	8%	30.03	214.21	26.92	7%	28.90	211.80				
97	cornmeal, 12-42 oz	9	28.46	8%	29.05	224.38	25.42	7%	27.29	217.80				
98	gulf, 25 lb c/b 65#	240 lb	6.34	6%	6.72	299.52	11.20	7%	11.98	348.00				
<b>Coffee, Tea</b>														
99	Maxwell house coffee	4000	14.16	6%	15.01	1,426.83	13.23	6%	14.02	1,351.90				
100	low bulk	30	8.83	10%	9.71	291.30	10.45	6%	11.11	333.30				
<b>Miscellaneous</b>														
101	Keweenaw, bag of 60 lb	26	40	6%	27.98	10.39	10.39	7%	11.11	333.30				
102	vanilla wafers, case, 51	300	6.15	6%	6.50	213.00	6.11	7%	6.49	268.68				
103	sausage	70	10.68	6%	10.98	747.84	9.12	7%	9.70	673.20				
104	Granola, fruit	80	9.61	6%	10.19	811.20	9.05	7%	9.68	600.90				
105	Granola, brown flake	60	9.61	8%	10.19	611.20	9.02	7%	9.68	600.90				
106	shortening, solid	19	13.14	0%	13.93	386.40	24.61	7%	26.37	263.80				
107	shortening, clear veggie	100	11.24	0%	12.13	1,212.84	11.21	6%	12.00	1,200.00				
108	potato chips	80	9.57	3%	10.24	600.65	9.05	7%	9.68	600.90				
<b>Related Products</b>														
109	coffee filters	3	5.43	3%	5.78	28.79	5.49	8%	5.93	28.65				
110	brown paper bags, 6 lb	5	7.64	6%	8.14	41.55	33.58	8%	31.96	39.85				
111	plastic wrap, heavy duty	5	18.81	5%	19.64	73.19	14.98	8%	16.09	70.45				
112	plastic wrap, heavy duty	3	9.36	5%	9.84	29.83	15.35	8%	16.08	46.74				
113	aluminum foil, heavy duty	3	41.26	6%	43.74	131.21	28.87	8%	30.54	113.88				
114	aluminum foil, heavy duty	3	20.82	6%	22.18	66.52	20.32	8%	21.93	62.85				
115	santitas tubs	12	15.84	8%	17.32	207.84	18.35	8%	20.50	250.80				
116	sandwich bags, clear	4	10.79	6%	11.44	45.75	28.58	8%	28.48	113.98				
117	leaves, Wyndham, 12 oz	2	18.42	0%	17.41	69.68	19.51	8%	21.38	118.72				
<b>Fresh Produce and Eggs</b>														

02-29

Food for LEC

July 8, 2003  
2:08 p.m.

Bidders Address		Thomas & Howard Co Newberry, SC		US FoodService Greenville, SC		PFG Martin's Greenville, SC				
#	Description	Est	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount	Unit Price	Handling Fee %	Delivered Cost	Extended Annual Amount
110	minimales, 5 x 6	35	15.20	6%	52.42	571.05	22.98	10%	25.29	825.12
119	peas, wax	52	12.03	6%	12.96	672.12	10.59	10%	11.64	605.28
120	belluch	15	16.71	6%	17.71	266.88	20.52	10%	29.17	477.58
121	bradidge	69	7.91	6%	8.28	496.72	7.73	10%	8.50	510.00
122	celery	12	16.35	6%	17.17	109.48	8.87	10%	14.17	170.64
123	carrot	20	15.12	6%	16.03	320.54	14.50	10%	16.02	320.40
124	potatoes, baking	25	10.43	6%	10.95	273.75	9.00	10%	9.90	247.50
125	onions	25	11.44	6%	12.12	303.18	13.28	10%	14.81	369.25
126	potatoes	102	14.50	6%	15.48	1,547.66	11.11	8%	12.22	1,222.00
127	cauliflower	50	16.35	6%	16.77	819.58	10.86	10%	11.94	597.00
128	broccoli	15	20.34	6%	21.56	323.41	17.87	10%	19.11	286.55
129	spinach	30	14.92	6%	14.92	447.74	13.03	10%	14.33	429.90
130	broccoli	20	18.25	6%	14.08	281.54	13.88	10%	14.72	292.40
131	eggs	190	20.35	6%	21.05	3,896.90	17.81	8%	10.24	3,463.20
Subtotal						56,358.01				56,858.39
S. C. Sales Tax (5%)						2,817.90084				2,792.9195
Grand Total of Extended Amount						69,176.75				69,651.31
Invoices will be billed for packaging										

Authorized Signatories: Katherine Ollard, Sam Henry, Ann Allenstein

**MEMORANDUM  
OF  
AGREEMENT  
FOR THE DETENTION OF JUVENILES**

**THIS AGREEMENT** is made this 15 day of July, 2003, by and between the South Carolina Department of Juvenile Justice (DJJ) by and through its duly authorized employee and the governing body of Oconee County, hereinafter referred to as Oconee County, by and through its duly authorized official and/or employee:

**WHEREAS**, the Juvenile Detention Act of 1990, in compliance with the Juvenile Justice and Delinquency Prevention Act of 1974, mandates, in effect, that juveniles who are held in detention be confined in separate and distinct facilities from adults similarly confined; and

**WHEREAS**, Oconee County does not operate or manage its own detention facility for juveniles, or otherwise have such a facility available to it for the detention of juveniles; and

**WHEREAS**, DJJ operates a facility for the detention of juveniles, along with an array of other residential placements for juveniles, who are awaiting their adjudication and/or dispositional hearings in the Family or General Sessions Courts of this State, which have passed all necessary state inspections or approvals, and are suitable for the detention of juveniles; and

**WHEREAS**, the General Assembly has mandated that "the governing body of the law enforcement agency having original jurisdiction (over) where the offense occurred" be responsible for paying a portion of the costs of the detention services for juveniles provided by DJJ, who are charged with committing crimes within the governing body's jurisdictional limits;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

DJJ will admit into its Juvenile Detention Center in Columbia, and detain such juveniles in this Center, subject to its design/operational capacity and any limitations set forth in Section 20-7-7215 (A), those juveniles who are charged with committing criminal/status offenses within the jurisdictional limits of the above listed entity and who have been/are:

1. qualified to be placed in secure detention (as determined by Section 20-7-7210 (A)), which the local law enforcement entity wishes to have detained prior to a detention hearing before the Family Court; or
2. ordered to be detained by the Family Court; or

MEMORANDUM OF AGREEMENT  
PAGE 2

3. pending waiver of juveniles (16 and below) who have been waived to the Court of General Sessions to be tried as adults; or
4. 16 years old and charged as an adult with committing a Category A-D felony.

Provided, however, Oconee County agrees to remove any detainees accepted and detained under paragraph 4 above, on or within one week after that detainee's 17<sup>th</sup> birthday.

Acceptance and retention of detainees in DJJ's Juvenile Detention Center will be on a space available basis. If acceptance of a juvenile would cause the facility to exceed its design capacity, consistent with its classification and assignment process, DJJ may assign that juvenile, or another more appropriate juvenile detainee, to other staff secure or community residence placements operated by DJJ, or by a private entity with which DJJ contracts. DJJ shall bill for such a placement at the same "per diem" rate it charges for its secure detention services and Oconee County agrees to pay for such placement at this "per diem" rate. All costs and expenses associated with a placement in excess of the per diem rate to be paid by DJJ. All transportation to such a placement and all monitoring and supervision of a juvenile in such a placement shall be the responsibility of DJJ or the private entity with which it subcontracts.

Oconee County agrees to assign an open Purchase Order Number 41506, to be effective from July 1, 2003 to June 30, 2004.

The per diem rate for the detention of juveniles, to be paid by "the governing body of the law enforcement agency having original jurisdiction where the offense occurred," is \$25.00 per 24-hour day. (Detention periods of between from 1 to 23 hours shall be charged as a 1/2 day.). Payments to DJJ are to be made on a monthly basis as the costs accrue. Should the General Assembly's passage of a Proviso or through the ratification of an Act change the maximum per diem rate the Department is authorized to charge local entities who seek to detain juveniles in the Department's Detention Center, then the rate the Department charges local entities, and the rate local entities agree to pay, will increase accordingly for all juveniles detained on the effective date of the Proviso or Act, with that rate continuing in effect from that date forward through the end of the contract term.

DJJ agrees to bill Oconee County on a monthly basis; said bills to be sent on or before the 15<sup>th</sup> day of the month after the month where the costs are incurred, with payment to be made on or before the first (1<sup>st</sup>) day of the following month.

**MEMORANDUM OF AGREEMENT**  
**PAGE 3**

The "local law enforcement agency having jurisdiction where the offense was committed" shall be responsible for transporting all juveniles to and from DJJ's Juvenile Detention Center in Columbia. DJJ shall be responsible for transporting juveniles to and from its Juvenile Detention Center in Columbia and any staff secure or community residence placement to which it assigns a juvenile detainee.

In accordance with Act #571 of 1990, relating to Juvenile Detention and consistent with the criteria outlined in DJJ Community Services Policies and Procedures (24-Hour Detention/Release, Policy Number 380.01), no juvenile shall be placed in and/or transported to, a DJJ detention facility until law enforcement has notified DJJ and DJJ has conducted a detention screening, or until a Family Court Judge or other judicial official, has determined that placement in secure detention is appropriate.

Oconee County shall provide the DJJ Juvenile Detention Center with all relevant information pertaining to the juvenile, including medical history/limitations/pre-existing conditions, known psychological and psychiatric problems, charges pending before the court, and completed screening or detention forms if such records or information are in the possession of, or otherwise known to, the transporting law enforcement agency.

DJJ's Juvenile Detention Center shall have the right to refuse admission when a juvenile is presented for placement without an appropriate detention order signed by the Court or detention referral papers, completed and signed by a DJJ employee or screening agent. DJJ's Juvenile Detention Center shall also have the right to refuse admission when a juvenile is deemed inappropriate by the Center for placement due to psychological/psychiatric problems, age, history, not meeting referral/admissions criteria, indications of alcohol or other drug intoxication, medical condition which requires emergency or immediate medical care or treatment or for any other reason which puts the Center at risk, should such a juvenile be accepted.

**DJJ shall not be financially responsible for the cost of medical care provided to a juvenile detained in its juvenile detention center for any injury, illness, condition, or medical need that pre-existed the juvenile's admission to its Detention Center.**

Detention services provided by DJJ shall commence upon execution of this contract and terminate, unless this contract is reauthorized and renewed, on June 30, 2004. Either party may cancel this agreement upon thirty (30) days' written notice.



MEMORANDUM OF AGREEMENT  
PAGE 4

Sums paid or payable under this contract shall not exceed \$ 576877400 for fiscal year 2002-2003 as determined by both parties. However, if juveniles continue to be presented for secure detention by Oconee County once the above budgeted amount has been reached, Oconee County agrees to pay for the cost of any additional detainees as provided for in the paragraph addressing detention rates.

APPROVED:

\_\_\_\_\_  
Administrator/Manager  
(or other Authorized Official)

July 16, 2003

Date

*W.R. Byars Jr.*

\_\_\_\_\_  
William R. Byars, Jr., Director  
South Carolina Department of  
Juvenile Justice

June 17, 2003

Date

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2003-\_\_\_\_\_

An Ordinance Requiring the Chief Administrator Officer of Oconee County to Submit the Annual Budget to the Finance Committee of Oconee County Council by April 1<sup>st</sup> of Each Calendar Year.

Beginning in 2004, and every year thereafter, the Chief Administrator Officer of Oconee County shall submit the Annual Budget of Oconee County to the Finance Committee of the Oconee County Council by April 1<sup>st</sup> of each calendar year.

APPROVED on FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
OPAL O. GREEN, CLERK

APPROVED on THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by a vote of:

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_  
HARRY HAMILTON  
Supervisor-Chairman  
Oconee County Council

Attest:

\_\_\_\_\_  
OPAL O. GREEN, CLERK

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2003-\_\_\_\_\_

AN ORDINANCE TO CREATE AND ESTABLISH A SPECIAL TAX DISTRICT IN OCONEE COUNTY, SOUTH CAROLINA, TO BE KNOWN AS KEOWEE SPECIAL TAX DISTRICT FOR FIRE PROTECTION, TO DEFINE ITS AREA AND BOUNDARIES, TO AUTHORIZE THE ANNUAL LEVY AND COLLECTION OF A TAX NOT EXCEEDING 14.5 MILLS FOR THE OPERATION AND MAINTENANCE THEREOF AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Oconee County Council, duly assembled, as follows:

ARTICLE I: Findings of Fact

As an incident to the adoption of this Ordinance, and the creation and establishment of the Keowee Special Tax District for Fire Protection, the Oconee County Council finds that the facts set forth in this Article and the statements with respect therein are true and correct. Pursuant to S.C. Code Section §4-9-30, fifteen (15%) percent of the electors within the area described below petitioned the Oconee County Council to hold special referendum to approve the establishment of a Special Tax District to be known as the Keowee Special Tax District for Fire Protection. On August 12, 2003, a Special Referendum Election was held in which the electors in the area described below voted to establish the special tax district.

ARTICLE II: Creation and Establishment of Keowee Special Tax District for Fire Protection.

Section 2.01:

Pursuant to the power invested in the Oconee County Council by Section 4-9-30, there is hereby created and established a Special Tax District for Fire Protection within Oconee County, South Carolina to be known as the Keowee Special Tax District for Fire Protection, which shall include and be comprised of the territory in Oconee County located within the following description:

Starting at the intersection of Highways 130 and 187 near the Wachovia Bank, traveling North on Highway 130 to the first bridge, at the Cove subdivision, bordering on the East and West by Lake Keowee;

At the intersection of Highway 130 and Nimmons Bridge Road, North on Nimmons Bridge Road to and including Keowee Town Landing. All areas East of Nimmons Bridge Road bordered by Lake Keowee and West of Nimmons

Bridge Road to Stamp Creek. West on Highway 183 to the first bridge (High Falls Bridge), bordered by Lake Keowee to the South and all property North.

From the intersection of Highway 130 and 183 (South of the Oconee Nuclear Site) to the Pickens County Line.

South on Highway 130 to the first dike on Lake Keowee (.6 miles south of Katelynn Road). All areas bordered on the East and West by Lake Keowee.

Excluding however, all property within these aforementioned boundaries owned by and known as the Oconee Nuclear Site, having as its boundaries Lake Keowee to the North and West, Highway 183 to the South (including Duke Power Operations Center), and the Pickens County line to the East.

#### Section 2.02

The Keowee Special Tax District for Fire Protection (hereinafter "District") is hereby created and established for the purpose and function of providing rural fire protection services within the district and County Council is hereby authorized to exercise all powers and perform all duties necessary for the proper rendering of all rural fire protection services which may include the appropriation of funds of Oconee County for the functioning and operation of the District and the issuance of Bonds for capital expenditures therefore.

#### Section 2.03

There is hereby created and established the Keowee Special Tax District for Fire Protection Commission (hereinafter Commission) and the District for Fire Protection shall be managed by this Commission. The Commission shall consist of five (5) members elected by the qualified electors of the District for a term of four (4) years and/or until successors are elected. They shall be initially elected in the special election held on August 12, 2003. The initial term of two of the members of the Commission shall expire at the time of the general election to be held in 2004. The remaining Commission members' initial terms shall expire at the time of the general election in 2006. Members of the Commission shall be residents of the District. The Commission shall elect annually a Chairman, Secretary and Treasurer and such other officers as it deems necessary. The Commission shall meet not any less than four (4) times each year and at such other times as the Commission deems appropriate.

The Commission established in this Ordinance shall be authorized to exercise powers of the District which shall not be inconsistent with the general policies

established by the governing of the County and pursuant to that authority shall be empowered to:

(1) To buy such fire fighting equipment as the Commission deems necessary for the purpose of controlling fires within the money allocated or made available to the Commission for such purposes.

(2) To select the sites or places within the district where fire fighting equipment shall be kept.

(3) To provide and select the drivers and other volunteer firemen to man such equipment who shall serve without compensation.

(4) To provide and select paid firemen to man such equipment and facilities as the Commission deems necessary.

(5) To be responsible for the upkeep, maintenance and repairs of the trucks and other fire fighting equipment and to that end shall, as often as deemed necessary, inspect such equipment.

(6) To procure and supervise the training of the firemen to ensure that the equipment shall be utilized in the best interest of the District.

(7) To promulgate such rules and regulations as it deems necessary to ensure that the equipment is being used to the best advantage of the District, and to construct, if necessary, buildings to house the equipment authorized herein.

(8) To purchase, lease, hold and dispose of real and personal property in the name of the County for the exclusive use of the District. Provided, however, that any such conveyance, lease or purchase of real property shall be by the County Governing Body and in accordance with provisions of S.C. Code Section 4-9-10, et seq, as amended.

(9) To cooperate or enter into contracts or agreements with any public or private agency which results in improved services or the receipt of financial aid in carrying out the functions of the District. Provided, however, that such contracts and agreements shall be subject to the approval of the governing body of the County.

(10) Annually at a time designated by Oconee County Council, submit to the Council a budget for the ensuing fiscal year adequate to fund the operation of programs of the District. Such budget shall list all funds which the District anticipates will be available for the operation of the District. All funds appropriated, earned, granted or donated to the District, including funds appropriated by Oconee County Council, shall be deposited and expended as provided for in this Ordinance. All funds appropriated, earned, granted or donated to the District shall be used for providing rural fire protection services. All financial procedures related to the District, including audits, shall conform to the procedures by the Oconee County Council. The Commission shall annually submit

to the County Council the amount of millage that it wishes to levy for the upcoming fiscal year within the limits of the maximum amount of millage of 14.5 mills.

(H) Annually file a detailed report of its operations and expenditures for the previous fiscal year with County Council.

### ARTICLE III: Levy of Ad Velorum Taxes for the Operation and Maintenance Thereof

#### Section 3.01:

In order to provide for the operation and maintenance of the function of the District, there shall be annually levied by the Auditor of Oconee County and collected by the Treasurer of Oconee County an ad velorum tax of 14.5 mills or such lesser amount as the Council, pursuant to the request of the Commission, may hereafter determine.

#### Section 3.02:

All monies collected by the Treasurer of Oconee County pursuant to the authorization contained in Section 3.01 shall hereof be deposited in a separate and distinct fund and used solely for the purpose of operating and maintaining the District in order to provide rural fire protection services therein; provided that any monies appropriated by Council from the general fund of Oconee County for the District may also be deposited in a separate fund established by this section.

### ARTICLE IV: Issuance of General Obligation Bonds

#### Section 4.01:

For purposes of providing facilities for the District which may include the purchasing of appropriate sites and the construction thereon of fire houses and the purchasing of equipment therefore, the Council shall issue as a single issue or from time to time as several separate issues bonds that may be voted or may be issued within the applicable Constitutional limitations.

### ARTICLE V: Savings Provisions

#### Section 5.01

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

HANGAR LEASE

THIS AGREEMENT MADE AND ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between OCONEE COUNTY, SOUTH CAROLINA, hereinafter referred to as "THE COUNTY" and \_\_\_\_\_ hereinafter referred to as "THE LESSEE".

The County hereby leases to the Lessee and Lessee leases from the County Hangar No. \_\_\_\_\_ for a period of one (1) year beginning on the \_\_\_\_\_ day of \_\_\_\_\_ at a monthly rental rate of \_\_\_\_\_ per month.

The County and Lessee Agree as follows:

1. That the Lessee will pay the rental payments in advance and shall make payments not later than the first day of the lease and thereafter on the first day of each month. In the event this lease is extended at the end of the term, payments may be made on a monthly basis as provided herein.
2. Lessee shall not perform aircraft maintenance in the leased space except Preventive Maintenance as defined in FAR 43 Appendix A Section C, and further made a part of this lease and referred to as "Attachment A". Such maintenance shall only be performed by the aircraft owner or his duly authorized pilot who is insured by said owner and is listed on the insurance policy of said aircraft. Such preventive maintenance shall be confined to an individual's personal airplane, and none other, and must be accomplished in accordance with FAA regulations, as well as all applicable State, Federal and local laws or regulations.
3. Designees of the Oconee County Aeronautics Commission (Commission) and the County shall have the right to enter and inspect the leased area at any reasonable time.
4. Lessee will save the Oconee County Aeronautics Commission and the County harmless and will indemnify the same on account of any injury, claim, demand, suit, or demand by any person on account of injury or damage sustained to persons or property on account of any activity of the Lessee or on account of the use of the space by Lessee in any manner whatsoever.

5. The County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whatsoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessee or of any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify the County against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the County for damages or injury to the aircraft or property of the Lessee stored in or upon the leased premises or from any cause arising at any time during the term hereof, to include damage resulting from wind, collapse of building, lightning, fire, vandalism, war, theft, or the negligence of any person. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the County or its employees.

The Lessee acknowledges that certain construction, repairs, and paving have yet to be done upon the leased premises and the Lessee hereby waives any claim for damages to persons or property resulting from the use, occupancy or travel to and from the leased premises sustained by Lessee as a result of this condition.

6. Lessee shall keep the area clean and shall not store any material or objects, except items or objects, which are used in connection with the aircraft while it is in flight.
7. Lessee shall not install or allow the use of telephones or two-way radios in the leased space.
8. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean and tenable condition. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted. Lessee shall maintain in proper condition the fire extinguisher provided by the County.
9. The hangars shall be used as a storage facility for the Lessee's own aircraft and no other aircraft, vehicle or material. The demised premises shall be used and occupied by Lessee exclusively for the purposes of aircraft storage. Lessee shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the curtilage connected thereto, during the term of this lease.
10. No dispensing, transfer or storage of flammable or combustible liquids shall be permitted inside of the hangars.



11. No person shall use any flammable liquids (with a flashpoint lower than 100 degrees F) to wash parts or to clean any section of an aircraft engine. Lessee shall not keep or have on the leased premises any article or thing of a dangerous or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra-hazardous by any responsible insurance company or regulatory authority.
12. No person shall operate a welding machine or torch of any type in the hangars
13. No person shall operate grinding equipment in the hangars
14. No person shall perform any activity that could endanger the safety of the hangars or personnel.
15. No hangar shall be used as a business location, or in any way to generate revenues or reimbursement to the Lessee incident to the sale of parts, maintenance for hire, fuel, sales, or other activities of a commercial or business nature. ~~REFER "RESTRICTIONS FOR AIRC"~~
16. No structural changes shall be made to the hangars by the Lessee without prior permission from the County.
17. If the lessee removes personal aircraft from hangar for a period of more than six (6) months without written permission from the Commission, the Lessee will forfeit said lease. In such event, the Lessee will be given 14 days to vacate the hangar. The Airport Management may make exceptions to the 6-month rule on a case by case basis. (AMLD)
18. Conviction of any felony by the Lessee, will terminate the lease. In such event, the Lessee will be given fourteen (14) days to vacate the hangar.
19. Lessee shall be responsible for arranging for and paying for all utility services required on the premises.
20. If the premises are destroyed substantially by fire or taken by eminent domain, either party may terminate this lease without liability for the remainder of the term. A condemnation award shall belong exclusively to the County.
21. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the County shall terminate and be forfeited and the County may re-enter the premises and remove all persons and property therefrom. Lessee shall be given fourteen (14) days notice of any default or breach, and termination and forfeiture of the lease shall not result if, within five (5) days of receipt of such notice, Lessee has corrected the default or breach.

PREVIOUSLY  
30 DAYS



22. Waiver by the County of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of the Lessee, or of any subsequent breach of the same covenant or duty.
23. If suit is brought by the County for an unlawful detainer of the demised premises, for the recovery of any rent due the provisions of this agreement, or for any obligation of the Lessee arising under this agreement or by law, then Lessee hereby agrees to pay the County all of the costs in connection therewith, including, but not limited to, reasonable attorneys fees, whether or not the action or actions proceed to judgment.
24. This agreement is contingent upon the approval and acceptance by the Federal Aviation Administration, South Carolina Aeronautics Commission and any other appropriate Regulatory Authorities.
25. Invalidation of any part of this agreement by Court Order shall not affect the validity of the remaining terms hereof which shall remain in full force and effect.
26. This agreement shall be binding upon the parties and their heirs, successors and assigns and may not be assigned without the prior written consent of the other party hereto.

**IN WITNESS WHEREOF**, the said parties have hereunto set their Hands and Seals the day and year first above written.

IN the presence of:

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

OCONEE COUNTY (SEAL)

BY:

\_\_\_\_\_  
ITS DULY AUTHORIZED REPRESENTATIVE

In the presence of:

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

\_\_\_\_\_  
(SEAL)

# ATTACHMENT "A"

- (XXX) The repair of three or more adjacent wing or control surface ribs on the leading edge of wings and control surfaces, between such adjacent ribs.
- (XXVI) Repair of fabric covering involving an area greater than that required to repair one adjacent rib.
- (XXVII) Replacement of fabric on fabric-covered parts, such as wings, fuselages, stabilizers, and other surfaces.
- (XXVIII) Disassembly, including reworking, of removable or integral fuel tanks and oil tanks.
- (21) **Propeller major repairs.** Repairs of the following parts of an engine and repairs of the following types are propeller major repairs:
  - (a) Separation or disassembly to a crankcase or crankshaft of a reciprocating engine equipped with an integral propeller.
  - (b) Separation or disassembly of a crankcase or crankshaft of a nonreciprocating engine equipped with other than an open-type propeller reduction gearing.
  - (c) Special repairs to structural engine parts by welding, brazing, brazing, or other methods.
- (22) **Propeller minor repairs.** Repairs of the following items to a propeller are propeller minor repairs:
  - (a) Any repairs to, or straightening of, steel blades.
  - (b) Repairing or maintaining of steel hubs.
  - (c) Straightening of blades.
  - (d) Retrimming of wood propellers.
  - (e) Replacement of other attachments on fixed pitch wood propellers.
  - (f) Repairing elongated bolt holes in the hub of fixed pitch wood propellers.
  - (g) Laying with or without nuts.
  - (h) Repairs to composition blades.
  - (i) Replacement of lip finish.
  - (j) Replacement of plastic covering.
  - (k) Repair of propeller governors.
  - (l) Overhaul of control cable pitch propellers.
  - (m) Repairs to deep dents, nicks, scars, nicks, etc., and straightening of aluminum blades.
  - (n) The repair or replacement of internal elements of blades.
- (23) **Appliance major repairs.** Repairs of the following types to appliances are appliance major repairs:
  - (a) Calibration and repair of instruments.
  - (b) Calibration of radio equipment.
  - (c) Reconditioning the field coil of an electrical accessory.
  - (d) Complete disassembly of complex hydraulic power valves.
  - (e) Overhaul of pressure type distributors and pressure type fuel oil and hydraulic pumps.
- (24) **Exterior maintenance.** Exterior maintenance is limited to the following work, provided it does not involve major assembly operations:
  - (1) Removal, installation, and repair of landing gear tires.
  - (2) Replacing elastic shock absorber discs on landing gear.
  - (3) Servicing landing gear shock struts by adding oil or both.
  - (4) Servicing landing gear wheel bearings, such as cleaning and greasing.
  - (5) Replacing defective safety wiring of cotter pins.
  - (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
  - (7) Making simple fabric patches not requiring stitching or the removal of structural parts or control surfaces. In the case of tail cones, the making of any fabric repairs to structures not defined in, and in accordance with, the balloon manufacturer's instructions not requiring load type repair or replacement.
  - (8) Replenishing hydraulic fluid in the hydraulic reservoir.
  - (9) Refinishing decorative coating of fasteners, balloon baskets, wings and ground surfaces (excluding balanced control surfaces, fairings, cowlings, landing gear doors, or cockpit interior when removal or disassembly of any primary structure or operating system is not required).
  - (10) Applying preservative or protective material to components when the disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practice.
  - (11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system or the use of any tool in operating system or affect the primary structure of the aircraft.
  - (12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
  - (13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
  - (14) Replacing safety belts.
  - (15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
  - (16) Trouble shooting and repairing broken circuits for landing light wiring circuits.
  - (17) Replacing bulbs, reflectors, and lenses of position and landing lights.
  - (18) Replacing wheels and tires where no weight and balance computation is involved.
  - (19) Replacing any moving part not requiring removal of the propeller or disconnection of flight controls.
  - (20) Replacing or reaming spark plugs and setting of spark plug gap clearance.
  - (21) Replacing any lost connection between hydraulic cylinders.
  - (22) Replacing prefabricated dust seals.
  - (23) Cleaning or repolishing fuel and oil strainers or filter elements.
  - (24) Replacing and servicing batteries.

# ATTACHMENT "A" CONTINUED

FAR 43-16

Part 43 — Maintenance, Preventive Maintenance, Rebuilding, and Alterations

- (25) Cleaning of fuselage frames prior and main nozzles in accordance with the fuselage manufacturer's instructions.
- (26) Replacement or repositioning of noncritical standard hardware according to operations.
- (27) The interchange of engine casings and frames on envelopes where the model or number is designated as interchangeable in the fuselage type certificate data and the brackets and frames are specifically designed for quick removal and installation.
- (28) The installation of anti-irradiating devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- (29) Removing, checking, and replacing magnetic chip detectors.
- (30) The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved general inspection and preventive maintenance program were accomplished on a primary category aircraft provided:
- They are performed by the holder of a valid private pilot certificate issued under Part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft (1) issued by a school approved under § 61.71(e) of this chapter, (2) issued by the holder of the production certificate for the primary category aircraft that has a special training program approved under § 21.24 of this subchapter, or (3) issued by another entity that has a course approved by the Administrator; and
  - The inspections and maintenance tasks are performed in accordance with instructions contained by the specific instructions and preventive maintenance program approved as part of the aircraft type design or supplemental type design.
- (31) Removing and replacing self-contained, light instrument panel-mounted navigational and communication devices that employ transceiver connectors that connect the unit when the unit is installed into the instrument panel, including automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DFME). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. This is for only intended use in operations may be performed in accordance with the applicable portion of Part 91 of this chapter.
- (32) Updating self-contained, front instrument panel-mounted Air Traffic Control (ATIS) navigational software (air bases including those of automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DFME) provided no disassembly of the unit is required, and pertinent instructions are provided. This is for the intended use in operations may be performed in accordance with applicable sections of Part 91 of this chapter.

## APPENDIX B — RECORDING OF MAJOR REPAIRS AND MAJOR ALTERATIONS

- (a) Except as provided in paragraphs (b), (c), and (d) of this appendix, each person performing a major repair or major alteration shall:—
- Use FAA Form 337 in two duplicate copies;
  - Give a signed copy of that form to the aircraft owner; and
  - Forward a copy of that form to the local Flight Standards District Office within 48 hours after the aircraft, airframe, aircraft engine, propeller, or appliance is approved for return to service.
- (b) For major repairs made in accordance with a manual or specifications acceptable to the Administrator, a certificated repair station may, in place of the requirements of paragraph (a) —
- Use the customer's work order upon which the repair is recorded;
  - Give the aircraft owner a signed copy of the work order and retain a duplicate copy for at least two years from the date of approval for return to service of the aircraft, airframe, aircraft engine, propeller, or appliance;
  - Give the aircraft owner a maintenance release signed by an authorized representative of the repair station and incorporating the following information:
    - Identity of the aircraft, including aircraft model, propeller, or appliance;
    - If an aircraft, the make, model, serial number, nationality, and registration marks and location of the repaired area;
    - If an airframe, aircraft engine, propeller, or appliance, give the manufacturer's name, name of the part, model, and serial numbers, if any; and
  - Include the following, or a similar worded statement:—

The aircraft, airframe, aircraft engine, propeller, or appliance identified above was repaired and inspected in accordance with current Regulations of the Federal Aviation Agency and is approved for return to service. Permanent death of the signature on this release station under Order No. \_\_\_\_\_

OPERATIONS MANUAL

FOR

OCCONEE COUNTY REGIONAL AIRPORT

DEVELOPED BY

OCCONEE COUNTY REGIONAL AIRPORT

(REVISED 7-14-03)

This manual shall be maintained in the Airport Manager's Office and shall be available, during normal business hours, to any person or group who so requests.

**AIRFIELD SERVICE VEHICLES** – These vehicles operated by the Airport Director, or under his direction, routinely used for service, maintenance and/or construction on the air operations area or terminal apron area.

**AIRPORT EMPLOYEES** - Bona fide employees of the Airport Director.

**AIRPORT MANAGEMENT** – The Airport Director or his duly authorized representative.

**AIRPORT DIRECTOR** – The individual designated to represent the County in the day-to-day management of the Airport.

**PUBLIC AREA** – Those areas (including the various concessions, restrooms, terminal lounge sections, conference rooms, and hallways) used for public gatherings, thoroughfares, waiting, and viewing, plus all streets, roads, sidewalks, and all other areas normally used by the general public. All other areas are considered operational areas and access is permitted upon expressed consent of the Airport Management.

## GENERAL REGULATIONS

1. The Airport Director shall be responsible for enforcing all rules and regulations contained herein and such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner.
2. It is **STRONGLY** requested, by the Oconee County Aeronautics Commission, and the Airport Director, that each pilot use two-way radio communication while in the Airport environment. The use of two-way radio communication will greatly enhance the safety operations at Oconee County Regional Airport.
3. No person or organization shall post, distribute or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed matter on the Airport except with the prior authorization of the Airport Management, and in such a manner as he may prescribe. A public bulletin board will be maintained in the terminal area and be made available to the public, and for their use, for aviation related material and other information as deemed appropriate by Airport Management.
4. No person shall engage in any form of solicitation or offer merchandise or services for sale on the Airport without obtaining written permission from the Airport Management, except for personal sales of individual aircraft or related items that are appropriate to be posted upon the public bulletin board.

## AIRPORT RULES

### 1. SANITATION

#### *A. Trash Containers*

Areas to be used for trash or garbage containers shall be designated by the Airport Director and no other areas shall be used for this purpose. Such areas shall be kept clean and sanitary at all times.

#### *B. Liquid Disposal*

No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped into drains on the ramp areas, catch basins, ditches, or elsewhere on the Airport, except in such designated areas as may be approved by the Airport Manager in accordance with TPA and or DHEC rules and regulations.

### 2. GROUND VEHICLES

No vehicle is permitted in the airport operations area or terminal apron area except as authorized by the Airport Management. The Airport Director is authorized to install such traffic control signs on the Airport as may be necessary to properly control and regulate vehicular traffic.

#### *A. Parking*

Parking in designated public parking areas is open to all members of the public using the Airport, except for employees or organizations having tenancy in the terminal building area. These tenants shall provide an area for exclusive use by their employees, while the employees are on duty, in accordance with the area or areas designated by the Airport Manager.

#### *B. Courtesy transportation*

APR 26 → The Airport Director may designate Airport areas for the parking, loading and unloading of courtesy transportation. Operators of courtesy transportation (shuttles, taxicabs, rental vehicles) shall be required to use these areas, and for the above stated purposes only. The Airport Management shall provide a courtesy vehicle to be used by transient pilots and passengers. This vehicle will be made available on a first-come, first-serve basis. Pilots and passengers must provide the Airport Management a copy of a valid driving license to be placed on file during the duration of the usage of the courtesy vehicle. The Airport Management reserves the right to deny usage of the courtesy vehicle to any person who is deemed to be intoxicated or otherwise less safe to operate a motor vehicle. Use of the courtesy vehicle is limited to 1 hour, or otherwise at the discretion of the Airport Management, and may be limited for certain purposes as deemed appropriate by the Airport Management. ← ← APR 26

#### *C. Removal of Vehicles*

The Airport Director may remove from any area of the Airport, any vehicle which is disabled, abandoned, parked unlawfully, of which presents an operational problem. This movement may be made to any area of the Airport. The Airport Director may employ a towing service to remove a vehicle and such movement shall be at the owner's expense.



#### ***D. Emergency Conditions***

Emergency conditions, existing at any time on the Airport Operations Area, will not mitigate or cancel these regulations. During such conditions, the driver of any vehicle, civilian or military, will make certain that he does not move his vehicle in any direction, unless specifically directed to do so by the Airport Management. The Airport Director shall determine when normal operations may be resumed.

#### **3. INTERFERING OR TAMPERING WITH AIRCRAFT**

No person shall move, interfere or tamper with any aircraft, or put into motion the engine of any aircraft, or use any aircraft, aircraft parts, instruments, or tools, without permission of the owner, or by specific direction of the Airport Management when warranted by emergency conditions.

#### **4. RESTRICTED AREAS**

No person shall enter any area designated "RESTRICTED" except:

- Persons authorized by Airport Management

#### **5. REFUSAL TO COMPLY AND TRESPASSING**

Any person who refuses to comply with the rules and regulations contained in this document, after properly requested to do so by the Airport Director or other duly authorized person, shall be requested to leave the Airport.

#### **6. USE OF SHOP AREAS**

All shops, garages, equipment and facilities are expressly for the conduct of the owner's or lessee's business operations. No person other than the employees of the owner or lessee shall make use of these facilities or loiter around such premises without individual and specific permission of the owner or lessee of the Airport Management.

#### **7. USE OF OPEN FLAME**

No person shall conduct any open flame operations in any hangar or on the Airport unless specifically authorized by the Airport Director.

#### **8. PICKETING, MARCHING OR DEMONSTRATING**

No person may walk in a picket line, or take part in a labor (or other public) demonstration on any part of the Airport, except in a place specifically assigned by the Airport Director.

#### **9. AIRCRAFT MAINTENANCE ON AIRFIELD OR HANGARS**

No Person may perform aircraft maintenance in any leased hangar, except Preventive Maintenance as defined by FAR 43 Appendix A Section C. The owner or duly authorized and insured pilot of the lessee's aircraft may only perform such preventive maintenance. This shall not apply to maintenance performed in the Airport Maintenance Hangar. Aircraft maintenance shall be allowed in an area on the ramp designated by the airport Management, provided that the owner of the aircraft submit a copy of the certificate of insurance prior to performing any maintenance, to the DeWhee County Regional Airport from the licensed mechanic with the limits of coverage as described in attachment A, and hereby made a part of this manual by reference.

ENTIRE SECTION  
ADDED →

## AIRCRAFT OPERATIONS RULES

1. Except for emergency landings, the Airport Director may prohibit arrivals and departures at such times as he deems necessary to ensure the safety of persons and property. This action may be taken by issuance of a NOTAM, if so ordered by the FAA.
2. The Airport Director shall have the authority to coordinate the use of the public aircraft ramp, apron and parking areas.
3. Any use of fire equipment must be properly reported to the Airport Management in order that the equipment can be serviced without delay.
4. The Airport Director may demand of the owner the removal of any abandoned, disabled, or derelict aircraft or parts thereof, from the Airport or to a designated area. If such demands are not met within a reasonable time, the Airport Director is authorized to effect the removal of said aircraft or parts at the owner's expense.
5. Except for public displays of aviation flight, specifically authorized by the Airport Director to be conducted under responsible auspices and control, no person shall conduct stunt flying or aerobatics within the Airport environment, including the areas normally referred to as "traffic patterns".
6. Banner Towing may be allowed with permission from the Airport Management. Banner Towing Operators shall supply a certificate of Authorization from The FAA to the Airport Management, along with a certificate of insurance following limits of coverage:  
*Single Limit Including Passengers: \$1,000,000\**  
*Passenger Liability Limited to: \$100,000\**  
*\*Geehan County included as Additional Insured*

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## AIRPORT SECURITY/DAMAGE

### 1. Damage to the Airport

The owner or operator of any aircraft, which, for any reason, causes damage due to negligence or misconduct to the Airport, shall be fully responsible for said damage. The Airport Manager shall assess the damage and make demand upon said operator or owner for reimbursement to the Airport. If the operator or owner refuses the request for reimbursement, the Airport Director shall make a full report to the County Supervisor, who shall institute, in the name of Oconee County, all necessary legal proceeding for collections of said claim, and in addition collection of all county legal fees connected with the collection effort.

### 2. No person shall operate or release any model aircraft, rocket, kite, balloon, or other similar contrivance at or upon the Airport, without permission of the Airport Director.

### 3. Parachute Jumping

FAR 105.17 states that "Unless prior approval has been given by the Airport Manager, no person may make a parachute jump and no pilot in command of an aircraft may allow a parachute jump to be made from that aircraft over an airport that does not have a functioning control tower operated by the United States; or over any airport."

### 4. Air Shows

Prior permission from the Airport Director, and an Air Show Waiver obtained from the FAA is necessary for the holding of an air show. A policy or certificate of insurance protecting and indemnifying Oconee County and any third party must also be provided.

## VIOLATIONS AND ENFORCEMENT OF RULES AND REGULATIONS

### Violations

Any violation of the rules and regulations contained herein may be considered a misdemeanor and possible legal action may result. Further violation of these rules and regulations shall subject the offender to administrative action by the Airport Director and/or the County, and said offender may be directed to leave Airport property and be denied the future use of these facilities. Each and every violation shall be considered a separate offense.

### Enforcement

The Airport Director, local law enforcement officers, or other representatives, as designated by the Airport Director or by the County, are empowered to require compliance with these rules and regulations.

### Procedures for Arbitration

If any person, or entity, wishes to have a hearing before the Arbitration Board, a written request shall be submitted to the Airport Director.

## **AIRPORT DIRECTOR**

It shall be the duty of the Airport Director, within the budgeted funds available for such purposes, to supervise the planning, development, construction, regulation, protection, and policing of the Airport. The Airport Director shall execute the above mentioned duties subject to all rules and regulations set forth by the Oconee Aeronautics Commission, the Oconee County Council, and all Federal, State and Local Governments as applicable.

The Airport Director shall have the power to supervise all phases of normal Airport operations and make recommendations to the Oconee Aeronautics Commission and the Oconee County Council in any and all matters concerning the safe and orderly operation of the Airport and its development.

The Airport Director shall exercise direct and indirect supervision over:

1. Personnel needs, recruitment, qualifications and training;
2. Inspection procedures and records of condition of pavements, safety areas, lighting, and other Airport facilities;
3. Snow removal, cleaning, maintenance, and repair of all Airport facilities;
4. Reporting and dissemination of information regarding Airport and facility conditions and safety hazards.

The Airport Director is charged with the above-mentioned duties and responsibilities and in addition shall perform any and all duties described or referred to in other sections of this Operation Manual.

## **NON-COMMERCIAL OPERATOR**

In all cases, the Airport Director will determine if the operation of a Flying Club or other such organization is commercial. This request will be made by the Aeronautics Commission upon recommendation by the Airport Director.

## **MISCELLANEOUS SERVICES**

All other services, not specifically mentioned above, must be performed in strict compliance with all applicable Federal, State, and Local laws, rules, regulations, codes, and ordinances. The Airport Director will assist all interested parties in determining these rules and standards.

ATTACHMENT A

Insurance requirement for aircraft maintenance at Oconee County Regional Airport, excluding preventive maintenance.

<b>TOTAL POLICY COVERAGE LIMIT</b>	<b>\$1,000,000 EACH OCCURANCE</b>
<b>A. BODILY INJURY &amp; PROPERTY DAMAGE</b>	<b>\$1,000,000 EACH OCCURANCE</b>
1. Airport Operations	\$1,000,000 Each Occurrence \$1,000,000 Each Person
2. Products & Completed Operations	\$1,000,000 Each Occurrence \$100,000 Each Person \$1,000,000 Annual Aggregate
<b>B. OCONEE COUNTY ADDITIONAL INSURED</b>	

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