

**A G E N D A**

**OCONEE COUNTY COUNCIL MEETING - TUESDAY, JULY 20, 1993**

**3:00 PM**

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Consideration of Awarding of Bid for Apron Expansion at the Oconee County Airport - Mr. Michael Willimon, Chairman, Aeronautics Commission
5. Consideration of Request to Purchase File Cabinet from Capital Expenditures Line Item - Ms. Bonnie Moses, Chairman, Board of Registration
6. Third & Final Reading of Ordinance 93-7, "An Ordinance Authorizing the Issuance and Sale of \$7,200,000 General Obligation Bonds, Series 1993, of Oconee County, South Carolina, for the Purpose of Defraying the Cost of Acquiring, By Construction and Purchase, Solid Waste Facilities and Equipment of County-Wide Benefit: Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto"
7. Old Business
8. New Business
9. Adjourn

**\*\*\*2:45\*\*\* PM Administrative Briefing  
(All Meetings Open to Public)**

**MEMBERS, OCONEE COUNTY COUNCIL**

Mrs. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Michael E. Harper, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, OCONEE COUNTY COUNCIL MEETING**

The regular meeting of the Oconee County Council was held Tuesday, July 20, 1993 at 3:00 PM in Council Chambers with all Council Members present. Mr. Cain, County Attorney was also present.

Members of the press notified (by mail):

Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WZLI/WLET Radio, WYFF TV, & WLOS TV.

Press

Members of the press present: Dick Mangrum

- WGOG Radio, McGregor McCance - Greenville News, Lee Hendren  
- Journal Tribune, Ashton Hester - Keowee Courier & Eric Gorsky - Anderson Independent.

The meeting was called to order by Supervisor Chairman Crain who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Strickland.

Invocation

Mr. Williams made a motion seconded by Mr. Strickland, approved 5 - 0 that the minutes of the regular meeting held July 8, 1993 be adopted as printed.

Minutes

At the recommendation of Mr. Michael Willimon, Chairman of the Aeronautics Commission, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that McMillan & Carter, Inc. be awarded the bid for the apron expansion at the airport. McMillan & Carter, Inc. were not the low bid for this project, however, they were the only bidding company to meet the approved percentage of minority business participation in this federally assisted project. (See attached grant request and bid sheet.

Aeronautics

Also at the request of Mr. Willimon, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that the proposal of Tierra, Inc. be accepted for quality acceptance testing of the apron expansion be adopted.

At the request of Ms. Bonnie Moses, Board of Registration Chairman, Mr. Strickland made a motion, seconded by Mr. Harper, approved 5 - 0 that \$252 of the capital expenditures line item be used for the purchase of a file cabinet.

Bd. of Reg.

Mr. Orr made a motion, seconded by Mr. Strickland, approved 5 - 0 that Ordinance 93-7, "An Ordinance Authorizing the Issuance and Sale of \$7,200,000 General

Ord. 93-7

Obligation Bonds, Series 1993, of Oconee County, South Carolina for the purpose of Defraying the Cost of Acquiring, By Construction and Purchase, Solid Waste Facilities and Equipment of County-Wide Benefit: Authorizing the Distribution of a Preliminary Official Statement and a Final Official Statement; Fixing the Form and Details of the Bonds; Authorizing the County Supervisor to Prescribe Certain Matters Relating to the Bonds; Providing for the Payment of the Bonds and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto" be adopted on third and final reading.

At the request of Mr. Steve Pelessier of the South Carolina Appalachian Council of Governments, Mr. Strickland made a motion, seconded by Mr. Orr, approved 5 - 0 that Oconee County apply for planning grant on behalf of COG. (See attachment)

COG  
Grant

Mr. Orr, Chairman of the Roads & Transportation Committee informed Council that the committee had looked at the three (3) bridges that had been condemned by the SC Highway Department and was going to let the County Attorney advise as to what action needed to be taken.

Roads

Mr. Strickland made a motion, seconded by Mr. Harper that the road paving formula remain as it is.

After discussion Mr. Orr made a motion, seconded by Mr. Strickland that the motion be amended that the priority list would be refigured every three (3) years.

After further discussion Mrs. Burrell made a motion, seconded by Mr. Williams, defeated 2 - 3 (Mr. Harper, Mr. Orr & Mr. Strickland voting against) that the motion be tabled.

After more discussion the amendment to the motion was adopted 3 - 2 (Mr. Williams & Mrs. Burrell voting against).

The motion as amended was then adopted 3 - 2 (Mrs. Burrell & Mr. Williams voting against).

At this time Mr. Crain, Supervisor-Chairman, excused himself from the meeting as the Purchasing, Contracting, Real Estate, Building & Grounds Committee scheduled a meeting Thursday, July 28, 1993 at 4:00 PM in Council Chambers to discuss the air conditioning problem at the courthouse. (See attached letter from Mr. Crain)

Purchasing

Mrs. Burrell made a motion, seconded by Mr. Strickland, approved 5 - 0 that Wachovia Bank of North Carolina, N.A. be allowed to reimburse Oconee County, SC Pollution Control

Wachovia  
Bank

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Revenue Bonds, Series A (Duke Power Company Project) 9 1/8 %  
due May 1, 2013 Lost Bond R-1082 at \$15,000. (See attached  
request)

Mr. Crain referred a complaint received by  
the Council Clerk regarding the procedure to have animals picked  
up by the Animal Shelter to the Law Enforcement, Safety, Health,  
Welfare & Services Community. The committee requested that this  
complaint be reduced to writing before scheduling a meeting.

Animal  
Shelter

At the request of Mr. Cain, County Attorney,  
Mr. Harper made a motion, seconded by Mr. Orr, approved 5 - 0  
that Council go into executive session for a briefing on  
contractual matters.

Executive  
Session

When open session resumed, Mr. Strickland  
made a motion, seconded by Mr. Harper, approved 5 - 0 that  
the county obtain sites 10, 11 & 12 for manned convenience  
centers.

Open  
Session

Adjourn: 3:55 PM

*Norman D. Crain /og*  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

# OCONEE COUNTY PURCHASING DEPARTMENT

Mailing:  
208 Booker Drive  
Walhalla, S.C. 29691

201 West Main Street  
Walhalla, SC 29691

Purchasing Agent  
Marianne A. Dillard

TO: Norman D. Crain  
Oconee County Council Members

FROM: Marianne Dillard *MAD*

DATE: July 14, 1993

RE: Re-Bid #92-40  
Apron Expansion

I have reviewed the original bid documents on the above-mentioned project as well as the re-bid documents and Jay Talbert's letter of June 29, 1993 recommending the project be awarded to McMillam-Carter, Inc. and concur with his recommendations.

cc: Mike Willimon

Telephone  
(803)638-4141

Fax  
(803)638-4142

# APPLICATION FOR FEDERAL ASSISTANCE

<b>1. TYPE OF SUBMISSION:</b> Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	<b>2. DATE SUBMITTED</b> Applicant Identifier AIP-04
	<b>3. DATE RECEIVED BY STATE</b> State Application Identifier
	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b> Federal Identifier AIP-04

**5. APPLICANT INFORMATION**

<b>Legal Name</b> Oconee County	<b>Organizational Unit:</b> Oconee County Aeronautics Commission
<b>Address (give city, county, state, and zip code)</b>  County Mailroom Walhalla, SC 29691	<b>Name and telephone number of the person to be contacted on matters involving this application (give area code)</b>  H. Michael Willimon, Chairman (803) 647-4081

<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 5 7 - 6 0 0 0 3 9 1	<b>7. TYPE OF APPLICANT: (enter appropriate letter in box)</b> <input checked="" type="checkbox"/> B A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____
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**8. TYPE OF APPLICATION:**

New     Continuation     Revision

**9. Revision, enter appropriate letter(s) in box(es):**       

A. Increase Award    B. Decrease Award    C. Increase Duration  
 D. Decrease Duration    Other (specify): \_\_\_\_\_

**8. NAME OF FEDERAL AGENCY:**  
 Federal Aviation Administration

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:** 2 0 - 1 0 6

**TITLE:**  
 Airport Improvement Program

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**  
 Aircraft Apron Expansion

**12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):**  
 Oconee County, South Carolina

<b>13. PROPOSED PROJECT:</b>		<b>14. CONGRESSIONAL DISTRICTS OF:</b>	
Start Date	Ending Date	a. Applicant	b. Project
7-1-93	12-1-93	Tenth	Tenth

<b>15. ESTIMATED FUNDING:</b>		
a. Federal	\$ 470,709	.00
b. Applicant	\$ 26,151	.00
c. State	\$ 26,150	.00
d. Local	\$	.00
e. Other	\$	.00
f. Program Income	\$	.00
g. TOTAL	\$ 523,010	.00

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE Feb. 6, 1992

b. NO  PROGRAM IS NOT COVERED BY E.O. 12372  
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**

Yes \* If "Yes," attach an explanation.     No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED**

c. Name of Authorized Representative Norman D. Crain	d. Title County Supervisor	e. Telephone number (803) 638-4242
d. Signature of Authorized Representative		e. Date Signed

## PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

A new Airport Master Plan was approved by the FAA in 1992 and is being followed. Local land use planning has been approved and is scheduled. Funding for an Airport Height Restriction Ordinance has been requested.

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Exhibit "A" Property map on file with DOT/FAA

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

- 1. Federal Domestic Assistance Catalog No. . . . . . 20.106
- 2. Functional or Other Breakout . . . . .

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 750
2. Preliminary expense			22,810
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			51,296
5. Other architectural engineering fees			9,200
6. Project inspection fees			36,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			402,954
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			523,010
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			523,010
20. Federal Share requested of Line 19			470,709
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			470,709
23. Grantee share			26,151
24. Other shares			26,150
25. Total project (Lines 22, 23 & 24)	\$	\$	\$523,010

**CLEMSON-OCONEE COUNTY AIRPORT  
APRON EXPANSION PROJECT  
AIP-03-45-0016-04  
June 29, 1993**

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1.	Administrative	\$ 750.00
2.	Preliminary Expense	
	Project Formulation	2,050.00
	DBE Plan Update	3,940.00
	Boundary Survey	2,090.00
	Topographic Survey	3,300.00
	Appraisal	1,000.00
	Review Appraisal	500.00
	Subsurface Testing	4,730.00
	Project Admin.	<u>5,200.00</u>
	Subtotal - Preliminary Expenses	\$ 22,810.00
4.	A/E Basic Fees	
	Design	37,046.00
	Construction Administration	<u>14,250.00</u>
	Subtotal - A/E Basic Fees	51,296.00
5.	Other A/E Fees	
	Quality Control Testing	9,200.00
6.	Project Inspection Fees	36,000.00
11.	Construction and project improvement	<u>402,954.00</u>
	<b>TOTAL</b>	<b>\$523,010.00</b>

Project Costs Distribution

FAA	\$470,709.00
State	26,150.00
Local	<u>26,151.00</u>
TOTAL	523,010.00

ITEM & SPEC #	DESCRIPTION & UNIT PRICE IN WORDS	QUANTITY	UNIT	Carter Excavating Co., Inc. P.O. Drawer 5759, Station B Greenville, SC 29606 License #G11744		Zorn Company, Inc. P.O. Box 842 Seneca, SC 29679-0842 License #G11727		McMillan-Carter, Inc. 104 Middleton Way, Suite A Greer, SC 29650 License #G11959	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
15.P-401	Bituminous Surface Course	1,900	Tons	50.00	95,000.00	62.26	118,294.00	50.50	95,950.00
16.P-602	Bituminous Prime Coat	4,270	Gal	2.00	8,540.00	1.87	*7,984.90	1.45	6,191.50
17.P-620	Apron & Taxiway Painting	1,250	S.F.	1.75	2,187.50	1.16	1,450.00	1.50	1,875.00
18.P-620	Coal-Tar Pitch Emulsion Seal Coat	5,650	S.Y.	1.35	7,627.50	1.18	6,667.00	1.50	8,475.00
19.SPEC	Tie Downs	135	Each	70.00	9,450.00	42.96	*5,799.60	60.00	8,100.00
20.F-162	Chain Link Fence	1,900	L.F.	8.00	15,200.00	8.59	16,321.00	9.35	17,765.00
21.T-901	Seeding	9	Acres	800.00	7,200.00	749.00	6,741.00	750.00	6,750.00
22.T-905	Topsoiling (Obtain on Site)	100	C.Y.	4.50	450.00	21.50	2,150.00	5.00	500.00
23.T-908	Mulching	9	Acres	600.00	5,400.00	535.00	4,815.00	550.00	4,950.00
24.L-110	4-Way Electrical Duct, Concrete Encased	37	L.F.	100.00	3,700.00	34.05	*1,259.85	100.00	3,700.00
25.	Segmented Circle Marker Relocation (per slab)	1	Each	100.00	100.00	317.00	317.00	1,000.00	1,000.00
Total Base Bid				385,626.00		*405,576.35		424,804.50	
Alternate Bid Item									
26.P-401	Alternate Bid Item - Bituminous Surface Course - Type I	1,900	Tons	40.64	77,216.00	42.47	80,693.00	39.00	74,100.00

\*Mathematical error due to Contractor's rounding

state, and local laws governing the air and water quality.

The proposed project is not known to be controversial and is not likely to generate any controversy or opposition; it will not significantly alter the existing character of the Airport usage; it will not cause a displacement of any person; it will not destroy or derogate from any recreation area; and it will not increase air or water pollution.

It is concluded that the proposed project will have some minor temporary effects on the local airport environment as a direct result of the construction procedures. However, there are no known anticipated long-term or detrimental effects on the environment as a result of the proposed projects. Additionally, the proposed project will be consistent with the current Airport Master Plan and Airport Layout Plan, which will help ensure the environmental compatibility of the proposed construction project.

**E. GEOGRAPHIC LOCATION**

Clemson-Oconee County Airport is located in northwest South Carolina, approximately 22 miles west of Greenville, South Carolina and within the Appalachian Regional Planning Council Area of jurisdiction.

**F. BENEFITS**

It has been established by many knowledgeable authorities that the existence of a modern public use facility is of a significantly positive factor in the economic and social life of the community. Existing airports must be maintained and improved to continue the variability of the airport and its relationship with community growth and economic activity.

**PART V  
ASSURANCES  
AIRPORT SPONSORS**

**A. GENERAL**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants to airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, or the Aviation Safety and Noise Abatement Act of 1979. As used herein, the term public agency sponsor means a public agency with control of a public-use airport; the term private sponsor owner of a public-use airport; and the term sponsor includes public sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. DURATION AND APPLICABILITY.**

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurance against exclusive rights or the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be as specified in the assurance.
2. **Airport Development or Noise Compatibility Program Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than 10 years from the date of the acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, 34, and 36 in Section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. SPONSOR CERTIFICATION.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**Federal Legislation**

- a. Federal Aviation Act of 1958 - 49 U.S.C. 1301, et seq.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act of 1938 - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. 4601, et seq.<sup>1, 2, 3</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469C.<sup>1</sup>
- h. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- i. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- j. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- k. Aviation Safety and Noise Abatement Act of 1979, 49 U.S.C. 2101, et seq.
- l. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- n. Airport and Airway Improvement Act of 1982, as amended - 49 U.S.C. 2201, et seq.
- o. Powerplant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.<sup>1</sup>
- p. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- q. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- r. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- s. Endangered Species Act - 16 U.S.C. 668(a), et seq.<sup>1</sup>
- t. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>1</sup>
- u. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- v. Aviation Safety and Capacity Expansion Act of 1990.

**Executive Orders**

- Executive Order 12372 - Intergovernmental Review of Federal Programs  
Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>

**Federal Regulations**

- a. 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.<sup>1</sup>
- b. 49 CFR Part 20 - Restrictions on Lobbying.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial noncompliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the Airport and Airway Improvement Act of 1982, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport. For noise compatibility program projects, other than land acquisition, to be carried out on property not owned by the airport and over which property another public agency has land use control or authority, the sponsor shall obtain from each such agency a written declaration that such agency supports that project and the project is reasonably consistent with the agency's plans regarding the property.
  7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near which the project may be located.
  8. **Consultation with Users.** In making a decision to undertake any airport development project under the Airport and Airway Improvement Act of 1982, it has undertaken reasonable consultations with affected parties using the airport at which the project is proposed.
  9. **Public Hearings.** ~~In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with the goals and objectives of such planning as has been carried out by the community. It shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary.~~

*See attached*
  10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
  11. **Local Approval.** In projects involving the construction or extension of any runway at any general aviation airport located astride a line separating two counties within a single state, it has received approval for the project from the governing body of all villages incorporated under the laws of that state which are located entirely within five miles of the nearest boundary of the airport.
  12. **Terminal Development Prerequisites.** For projects which include terminal development at a public airport, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under Section 612 of the Federal Aviation Act of 1958 and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning or deplaning from aircraft other than air carrier aircraft.
  13. **Accounting System, Audit, and Recordkeeping Requirements.**
    - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount and nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
    - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than 6 months following the close of the fiscal year for which the audit was made.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
21. **Compatible Land Use.** It will take appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce the compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
22. **Economic Nondiscrimination.**
- a. It will make its airport available as an airport for public-use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses.
  - b. In any agreement, contract, lease or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to –
    - (1) furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
    - (2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  - c. Each fixed-based operator at any airport owned by the sponsor shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and which utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classifications or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the sponsor under these provisions.
  - h. The sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any persons providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
  - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Improvement Act of 1982.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, it will, when the land is no longer needed for such purposes, dispose of such land at fair market value at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States share of the cost acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.

b. (1) For land purchased under a grant for airport development (other than noise compatibility) purposes, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States share of the cost of acquisition of such land, will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no such eligible project exists.

(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zone) or serves as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or the Federal agency making such grant before December 1, 1987, was notified by the operator or owner of the use of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced not later than December 15, 1989.

c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with the operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restriction.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which each foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects, dated February 26, 1992, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subparts D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Drug-Free Workplace.** It will provide a drug-free workplace at the site of work specified in the grant application in accordance with 49 CFR Part 29 by (1) publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against its employees for violation of such prohibition; (2) establishing a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace and any available drug counseling, rehabilitation, and employee assistance programs; (3) notifying the FAA within ten days after receiving notice of an employee criminal drug statute conviction for a violation occurring in the workplace; and (4) making a good faith effort to maintain a drug-free workplace.

**CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS**  
(Continued)

<b>NUMBER</b>	<b>SUBJECT</b>
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program
150/5370-10A	Standards for Specifying Construction of Airports
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
CHG 1	
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5390-2	Heliport Design
150/5390-3	Vertiport Design

Assurance 26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the airport budget will be available to the public at reasonable times and places. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

(b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "B"

STANDARD DOT TITLE VI ASSURANCES TO ACCOMPANY THE APPLICATION FOR FEDERAL ASSISTANCE DATED

Oconee County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements

# BOARD OF REGISTRATION OF OCONEE COUNTY

BOARD MEMBERS:

BONNIE L. MOSES, CHM.  
LINDA R. CRENSHAW  
LOUISE A. GAILLARD  
WM. T. MCLEES  
EDWIN T. MITCHELL

COUNTY MAILROOM

WALHALLA, SOUTH CAROLINA 29691  
638-4196 · PHONES · 638-4197

JEAN WARD  
CLERK

July 19, 1993

Supervisor and County Council  
County Mailroom  
Walhalla, SC 29691

Dear Supervisor and Council:

Since upgrading our files we find that we are in need of another 5-drawer file cabinet.

In the 1993-94 budget we had requested \$950.00 for Capital Expenditures for equipment. After talking with one of the officials at the Purchasing Department I was told that the money was requested for a fax machine and I would have to get approval from the Council to use \$250.00 to purchase the file cabinet and we would still have enough to purchase the fax machine.

I am requesting that the amount of \$250.00 be used from Capital Expenditures, line #010-013-00150-00840.

Thank you

  
Bonnie L. Moses  
Chair

BLM/jw



*Appalachian*  
COUNCIL OF GOVERNMENTS

50 Grand Avenue • PO Drawer 6668  
Greenville, SC, 29606 • (803) 242-9733

July 14, 1993

Mr. Norman Crain  
County Supervisor  
Oconee County  
208 Booker Drive  
Walhalla, SC 29691

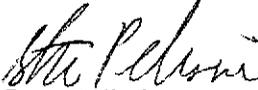
Dear Mr. Crain:

The Appalachian Council of Governments is applying to participate in the SC Division of Economic Development's annual regional planning program, as we have done in each of the past few years. I am writing to request that Oconee County again serve as the lead county for this program. As the lead county, Oconee would be responsible for administering project funds. We will prepare all required reports and handle administrative details. This program does not impose any financial obligations on the county. All funding will be appropriated through the Governor's office.

The state's primary regional planning initiative for this year appears to be an extremely useful project. The purpose is to compare the skills of the region's workforce with the labor requirements of the types of industrial operations which have the greatest potential for locating in the area. Deficiencies will be identified and strategies are to be developed for providing necessary training. This project will both enhance industrial recruitment efforts by strengthening the labor force, and will help to provide our citizens with greater job skills, which will increase their income earning potential.

I have attached a copy of the program application for your review and plan to attend your County Council meeting on July 20th to present this request to full council. Should you have any questions prior to that time, please do not hesitate to get in touch with me. Thank you for your assistance. The willingness of Oconee County to serve as the lead agency for this program has proven to be extremely helpful in past years, and we look forward to continuing to work with you in the future.

With Regards,

  
Steve Pelissier  
Planning Director

Encl.

Wachovia Bank of North Carolina, N.A.  
Corporate Trust Department  
Post Office Box 3001  
Winston-Salem, NC 27102-3001

July 14, 1993

Mr. Norman D. Crain  
Supervisor-Chairman  
Oconee County Council  
Route 3 Box 155  
Westminster, SC 29693

Re: Oconee County, SC Pollution Control Revenue Bonds, Series A (Duke  
Power Company Project) 9 1/8% due May 1, 2013 Lost Bond R-1082  
@ \$15,000

Dear Mr. Crain :

Marcia M. Airis, has notified us of the bond loss referenced above.

Please find enclosed an Affidavit of Loss and Indemnity Agreement. If the agreement meets with your approval, please authorize our office to reimburse the customer.

If you need further information, call me toll-free at 1-800-633-4236.

Sincerely,



Linda Smith  
Bond Trustee Operations Assistant



AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT

THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut 06115

12894

Please complete with typewriter or ballpoint pen. You are making 3 copies.

State of MA  
County of Worcester

Wachovia Bank of North Carolina, N.A.  
Corporate Trust Department  
Post Office Box 3001  
Winston-Salem, NC 27102

Marcia M. Airis (hereinafter called "deponent") of legal age, being duly sworn, deposes and says:

(1) Deponent resides at 15 Martha Bassett Bay Rd Edgartown Ma 02539 Box 1029 and is by occupation (if a judicially stated fact) housewife and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) Coosue County SC Duke Power Company Project Ser A 9 1/8% due 5/1/2013  
Lost Bond No 1082 @ \$15,000.00 Indemnity \$15,000.00 Premium \$300.00

(hereinafter collectively called the "original" issued by Coosue County Duke Power a corporation organized under the laws of the State of South Carolina in the name of MARCIA M AIRIS

The original was acquired by deponent on or about 10 19   and was lost, stolen or destroyed on or about the    day of    19  , under the following circumstances:

where the original was kept and who had access to it:   

when and by whom the loss was discovered: By me (Marcia Airis) when I learned the bond had been redeemed.

when and where the original was last seen: In December 1997 I sent this bond which was then held jointly by me and my husband to be mailed into my name alone as my husband had died. I was changing many leads at that time and assumed that that measure have been taken to recover the original. I have looked everywhere that I keep financial records.

(3) The original was    endorsed. (If endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state.)  
Marcia M. Airis 200-Box 1029, Edgartown Ma 02539

(4) Deponent has made or caused to be made diligent search for the original, and has been unable to find or recover the same; deponent has    assigned, conveyed, deposited, transferred, or otherwise disposed of the original or any interest therein, and no person, firm or corporation other than deponent has any right, title, claim, equity or interest in, to, or respecting the original or the proceeds thereof.

(5) Deponent requests, and this affidavit and agreement of indemnity is made for the purpose of inducing Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than deponent as the owner of the original, and to refuse to make any payment, transfer, delivery or exchange called for by the original without the surrender thereof for cancellation, and (2) to issue a new or duplicate or definitive security in substitution for the original, or to make the payment, transfer, registration, delivery or exchange called for by the original without the surrender thereof for cancellation. Deponent furthermore requests THE AETNA CASUALTY AND SURETY COMPANY to assume liability in respect of the loss.

RECEIVED  
SERIAL 11  
JAN 10 1998  
BANK OF AMERICA

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint John E. Schneider, Richard C. Charles, Stephen M. Bynum, G. Timothy Wilkerson, Robert L. Raney, Douglas D. Stalnaker, Jeffrey L. Chapman, John G. Emerick, Jr., Daniel A. Corti, C. Hoffman or Nancy M. Chamblin -

of Charlotte, North Carolina, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):  
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incidents thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 2nd day of July, 19 90



THE AETNA CASUALTY AND SURETY COMPANY

By Joseph P. Kiernan  
Joseph P. Kiernan  
Senior Vice President

State of Connecticut }  
County of Hartford } ss. Hartford

On this 2nd day of July, 19 90, before me personally came JOSEPH P. KIERNAN, to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie  
My Commission expires March 31, 19 93  
Rosalind R. Christie  
Notary Public

**CERTIFICATE**  
I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut Dated this 21ST day of JUNE 19 93



By John W. Welch  
John W. Welch  
Secretary

# Oconee County Council

Mary Frances Burrell  
District One  
Post Office Box 53  
Tamassee, SC 29686

Harrison E. Orr  
District Two  
P.O. Box 1068  
Walhalla, SC 29691

Michael E. Harper  
District Three  
Post Office Box 977  
Seneca, SC 29679

Public Service Building  
208 Booker Drive  
Walhalla, SC 29691  
(803) 638-4244

Norman D. Crain  
Supervisor, Chairman  
317 Old Seneca Road  
Westminster, SC 29693  
(803) 638-4242 - Office

Roy B. Strickland  
District Four  
203 Isundega Street  
Westminster, SC 29693

Alton K. Williams  
District Five  
901 Pine Grove Road  
Seneca, SC 29679

Timothy M. Cain  
County Attorney  
Post Office Box 698  
Seneca, SC 29679

TO: OCONEE COUNTY COUNCIL AND AFFECTED COUNTY EMPLOYEES  
FROM: NORMAN D. CRAIN *NDC*  
DATE: MAY 10, 1993  
SUBJECT: COMPLIANCE WITH THE SOUTH CAROLINA CODE OF LAWS  
8-13-700, AS AMENDED

WHEREAS, Oconee County Council is considering bids from vendors for the purpose of purchasing and installing an air-condition unit at the Oconee County Courthouse; and

WHEREAS, I have a daughter, Tammy Shea Crain, who has worked an average of approximately nine (9) hours a week at five dollars (\$5.00) per hour since September, 1992 for Pittman Heating and Air-conditioning; and

WHEREAS, it appears that I, Norman D. Crain, may possibly have a conflict of interest as per Section 8-13-700 of the South Carolina Code of Laws, as amended; and

WHEREAS, whether I do have a conflict or not, in order to avoid even the appearance of impropriety;

NOW THEREFORE, as I did May 04, 1993, I hereby excuse myself from this and all future meetings concerning this matter and respectfully request that all County Council Members and County Employees refrain from discussing same with me.

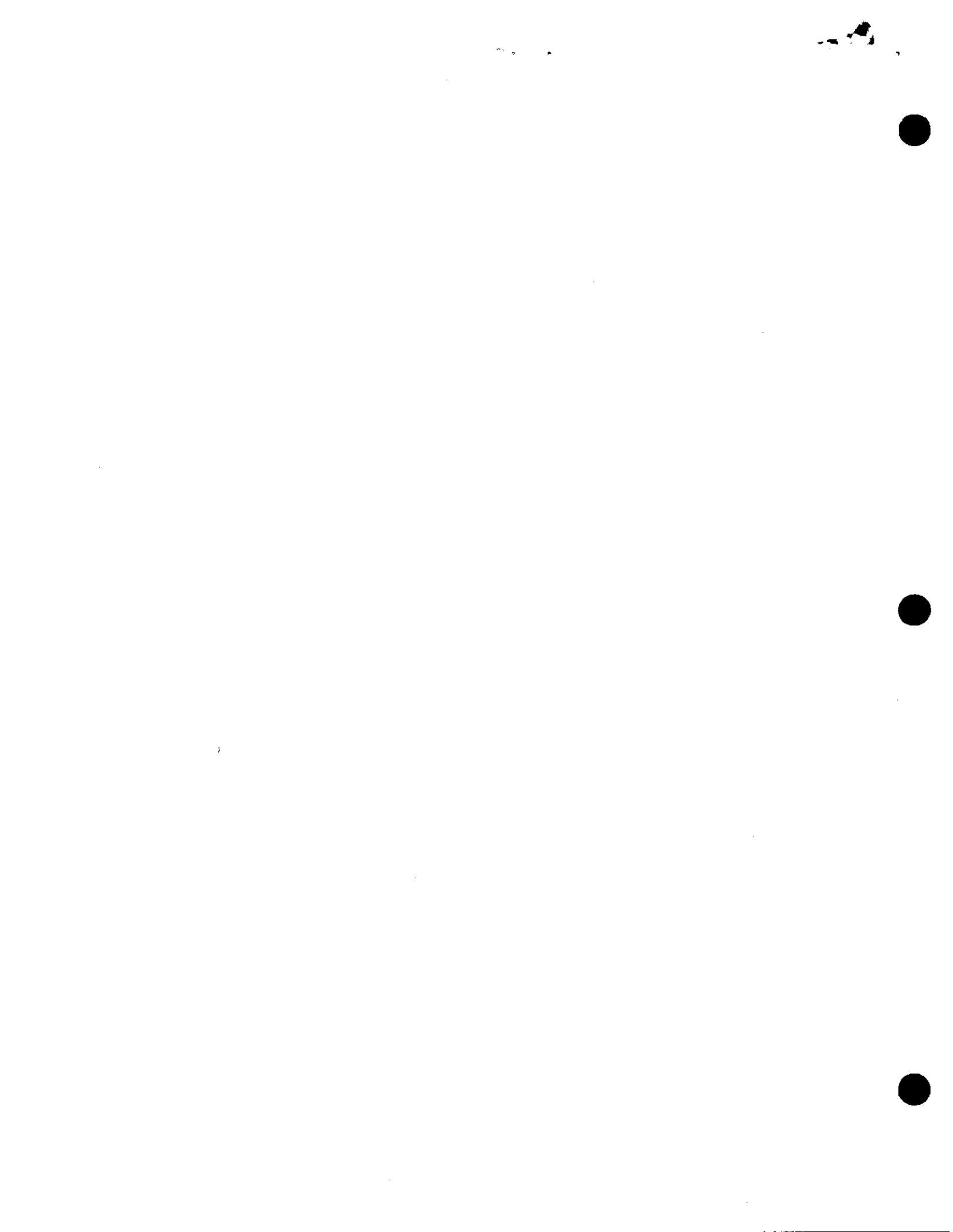
RESPECTFULLY SUBMITTED,

*Norman D. Crain*

NDC/bjs

C: ~~County Council Clerk~~  
Jim Smith, Public Buildings  
Marianne Dillard, Purchasing Agent  
File





herein referred to under its Lost Securities Blanket Bond No. \_\_\_\_\_ to Wachovia Bank of North Carolina and others, collectively called Assured.

(6) If deponent should find or recover the original, deponent will immediately surrender the same to the Corporation for cancellation without receiving any consideration thereof.

(7) Deponent represents that he/she owns real estate at 15 Martha Kessel Bay Rd Edgartown Ma 02539 (RD Box 1729) worth \$ 350,000 and mortgaged for \$ 00.0, and cash and marketable securities in the amount of \$ 650,000, and debts in the amount of \$ 90,000\*, and refers to:  
\* Mortgage on Condominium on Clearwater, Fla.

(Bank - Trade and Personal References)  
Martha Vineyard National Bank Vineyard Haven, Martha's Vineyard, Ma  
Dukes County National Bank, Edgartown, Ma.

as to deponents reputation for integrity and financial responsibility.

(8) Deponent agrees in consideration of the foregoing to indemnify and protect THE ETNA CASUALTY AND SURETY COMPANY and its Assured under its said Bond, their Co-Transfer Agent, Co-Registrars, Co-Trustees and Co-Paying Agents, individually and as Trustee, Depository, Fiscal or Paying Agent, Registrar, Transfer Agent and in any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or expense in connection with, or arising out of their compliance with the request of deponent herein set forth, and further agrees to furnish to the above-name Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Blanket Bond and this Agreement of Indemnity should not at any time for any reason in the opinion of said Assured or any of them afford sufficient protection.

Signed, sealed and delivered by deponent this 21st day of June, 19 93  
ORIGINAL SIGNATURE ON ALL 3 COPIES → Marcia M. Aikis (Seal)

State of Mass  
County of Dukes } ss.

On this 21st day of June, 19 93 before me personally appeared Marcia Aikis to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same for the purpose above stated, and, being by me duly sworn, did depose and say that the statements therein contained are true.

(Affix Notarial Seal)

ORIGINAL SIGNATURE ON ALL 3 COPIES → Marie E. Meserve Notary Public

My Commission Expires Apr. 29, 1999

Do not write below this line

We hereby assume liability under Lost Securities Blanket Bond No. 25 8 39044-12894 in respect of the securities alleged to have been lost, stolen or destroyed as described above.

Said Liability is:  limited to \$ \_\_\_\_\_  
 not limited except as specified in said Bond.

Signed, sealed and delivered in THREE (3) this 21ST day of JUNE, 19 93  
THE ETNA CASUALTY AND SURETY COMPANY

By C. Hoffman  
C. HOFFMAN, Attorney-in-Fact







thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsors, subcontractors, transferees, successors in interest, and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED \_\_\_\_\_

Oconee County  
(Sponsor)

By \_\_\_\_\_  
(Signature of Authorized Official)

Title Oconee County Council Supervisor

DATED \_\_\_\_\_

\_\_\_\_\_  
(Sponsor)

By \_\_\_\_\_  
(Signature of Authorized Official)

Title \_\_\_\_\_

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS, OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurance 5(a) and 5(b).

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## CONTRACTOR CONTRACTURAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

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Assurance 9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS**

Effective Date: February 26, 1992

NUMBER	SUBJECT
70/7460-1G	Obstruction Marking and Lighting
150/5100-14B	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
CHG 1	
150/5200-30	Airport Winter Safety and Operations
CHG 1 & 2	
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue and Firefighting Station Building Design
150/5220-4A	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Fire and Rescue Trucks
CHG 1 & 2	
150/5220-11	Airport Snowblower Specification Guide
150/5220-12	Airport Snowsweeper Specification Guide
150/5220-13A	Runway Surface Condition Sensor Specification Guide
150/5220-14A	Airport Fire and Rescue Vehicle Specification Guide
150/5220-15	Buildings for Storage and Maintenance of Airport Snow Removal and Ice Control Equipment: A Guide
150/5220-16	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17	Design Standards for Aircraft Rescue Fire-fighting Training Facilities
150/5300-13	Airport Design
150/5320-5B	Airport Drainage
150/5320-6C	Airport Pavement Design and Evaluation
CHG 1 & 2	
150/5320-12A	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5325-4A	Runway length Requirements for Airport Design
CHG 1	
150/5340-1P	Marking of Paved Areas on Airports
150/5340-4C	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
CHG 1 & 2	
150/5340-5B	Segmented Circle Airport Marker System
CHG 1	
150/5340-14B	Economy Approach Lighting Aids
CHG 1 & 2	
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18C	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
CHG 1	
150/5340-27A	Air-To-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L-821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
CHG 1	
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B	Specifications for L-823 Plug and Receptacle, Cable Connectors
CHG 1 & 2	
150/5345-27C	Specification for Wind Cones Assemblies
150/5345-28D	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B	FAA Specification L-853, Runway and Taxiway Centerline Retroreflective Markers
CHG 1	
150/5345-42C	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43D	Specification for Obstruction Lighting Equipment
150/5345-44D	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L-854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
CHG 1	
150/5345-51	Specification for Discharge-Type Flasher Equipment
CHG 1	
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5360-9	Planning and Design of Airport Terminal Facilities at Non-Hub Locations
150/5360-12	Airport Signing and Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities at Non-Hub Locations
150/5370-2C	Operational Safety on Airports During Construction

24. **Fee and Rental Structure.** It will maintain a fee and rental structure consistent with Assurances 22 and 23, for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning, or noise compatibility project for which a grant is made under the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate base in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenue.** If the airport is under the control of a public agency, all revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and directly and substantially related to the actual air transportation of passengers or property, or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
26. **Reports and Inspections.** It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. For airport development projects, it will also ~~make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.~~ For noise compatibility program projects, it will also ~~make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.~~
27. **Use of Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that—
- Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or
  - The total number of movements (counting each landing as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the airport (the total movements of government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or in any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
  - If a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any Federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

See  
attached

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veterans Preference.** It shall include, in all contracts for work on any projects funded under the grant agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval by the Secretary, shall be incorporated into this grant agreement. Any modifications to the approved plans, specifications, and schedules shall also be subject to approval by the Secretary and incorporation into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms with the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
  - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
  - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

- a. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the Secretary. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

In furtherance of this assurance, the sponsor will have in effect at all times arrangements for--

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- c. 49 CFR Part 21 - Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- d. 49 CFR Part 23 - Participation by Minority Business Enterprise in Department of Transportation Programs.
- e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulation for Federal and Federally assisted Programs.<sup>1 and 2</sup>
- f. 49 CFR Part 27 - Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- g. 49 CFR Part 29 - Debarments Suspensions and Voluntary Exclusions.
- h. 49 CFR Part 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- i. 29 CFR Part 1 - Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 - Contractors or Subcontractors on Public Buildings or Public Works Financed in Whole or Part by Loans or Grants from U.S.<sup>1</sup>
- k. 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.<sup>1</sup>
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted Contracting Requirements).<sup>1</sup>
- m. 14 CFR Part 150 - Airport Noise Compatibility Planning.

**Office of Management and Budget Circulars (OMB).**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.<sup>2</sup>
- b. A-128 - Audits of State and Local Governments.<sup>2</sup>

<sup>1</sup>These laws do not apply to airport planning sponsors.

<sup>2</sup>These laws do not apply to private sponsors.

<sup>3</sup>49 CFR Part 18 and OMB Circular A-87 contain requirements for State and local governments receiving Federal assistance. Any requirement levied upon State and local governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under the Airport and Airway Improvement Act of 1982, as amended.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

**2. Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor.** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor.** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with the application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under the Airport and Airway Improvement Act of 1982 to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee, all of the terms, conditions, and assurances contained in this grant agreement.



**PART IV  
PROGRAM NARRATIVE  
CLEMSON-OCONEE COUNTY AIRPORT**

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**A. NEEDS**

**Apron Expansion**

The principal aircraft parking area at the Clemson-Oconee County Airport consists of a small paved apron (200' x 300') located adjacent to the terminal building and maintenance hangar. Currently, there are 66 based aircraft at this facility. However, the existing apron contains less than 15 usable aircraft parking spaces, forcing most of the aircraft to park on graded, grassy areas adjacent to the existing apron and outside of FAA recognized parking limits (see Attachment A). This creates a significant safety and liability problem during favorable conditions, which is magnified during inclement weather where visibility is poor and the potential for an accident is higher. Without considering transient air traffic, there is an immediate need for additional apron space to accommodate based aircraft. Additionally, the numerous transient aircraft that frequent the airport for many conferences, sporting events, etc., add significantly to this problem.

**B. OBJECTIVES**

The primary objective of this project is to provide for the increased safety and serviceability of the Clemson-Oconee County Airport. Expanding the existing apron will alleviate potential safety problems associated with parking aircraft on inadequately graded areas. This project will enhance utilization of the existing facilities and corresponding services provided by the Airport.

**C. METHOD OF ACCOMPLISHMENT**

FAA Standards were met when designing the project. Construction and material contracts were advertised and contract awarded for the project on the basis of bids received on the project.

**D. ENVIRONMENTAL CONSIDERATIONS**

In accordance with the guidelines set forth in Chapter 3, Paragraph 23(h) of FAA Order 5050.4, the sponsor has determined that this project involves only a negative declaration regarding environmental impact and is supported by the following:

The proposed construction will necessitate light construction equipment operating on the airfield, which will create minor additional noise; however, this noise should not be in excess of that associated with normal airport operations. The Contractor(s) will be required by the specifications to minimize the creation of dust and to adhere to federal,

Bid Tabulation - Apron Expansion  
 Bid No. 92-40  
 Clemson-Oconee County Airport  
 June 9, 1993

I hereby certify this tabulation of bids to be correct.

*Ab M Smith*

ITEM & SPEC #	DESCRIPTION & UNIT PRICE IN WORDS	QUANTITY	UNIT	Carter Excavating Co., Inc. P.O. Drawer 5759, Station B Greenville, SC 29606 License #G11744		Zorn Company, Inc. P.O. Box 842 Seneca, SC 29679-0842 License #G11727		McMillan-Carter, Inc. 104 Middleton Way, Suite A Greer, SC 29650 License #G11959	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1.P-150	Mobilization	--	L.S.	20,000.00	20,000.00	40,050.00	40,050.00	25,000.00	25,000.00
2.P-151	Clearing & Grubbing	4.0	Acres	1,500.00	6,000.00	1,710.00	6,840.00	1,200.00	4,800.00
3.P-151	Miscellaneous Removal	--	L.S.	4,000.00	4,000.00	5,350.00	5,350.00	5,000.00	5,000.00
4.P-152	Unclassified Excavation	45,600	C.Y.	1.55	70,680.00	1.41	64,296.00	1.63	74,328.00
5.P-152	Rock Excavation	500	C.Y.	25.00	12,500.00	10.00	5,000.00	40.00	20,000.00
6.P-156	Temporary Seeding & Mulching	4.0	Acre	800.00	3,200.00	700.00	2,800.00	700.00	2,800.00
7.P-156	Temporary Silt Fence	800	L.F.	2.50	2,000.00	6.68	5,344.00	2.40	1,920.00
8.P-156	Temporary Rock Silt Check Dams	2	Each	500.00	1,000.00	800.00	1,600.00	750.00	1,500.00
9.P-156	12" Temporary Slope Drain	300	L.F.	12.00	3,600.00	10.70	3,210.00	10.00	3,000.00
10.P-156	Rock Inlet Protection	5	Each	500.00	2,500.00	540.00	2,700.00	400.00	2,000.00
11.P-156	Erosion Control Stone (Class B)	450	Tons	46.50	20,925.00	25.66	11,547.00	48.00	21,600.00
12.D-751	Outlet Control Structure	2	Each	2000.00	4,000.00	2,140.00	4,280.00	2,000.00	4,000.00
13.REP	Removal of Existing Pavement	760	S.Y.	2.85	2,166.00	3.10	2,356.00	3.00	2,280.00
14.P-209	Crushed Aggregate Base Course	3,400	C.Y.	23.00	78,200.00	23.06	78,404.00	29.80	101,320.00

**SECTION C - EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	\$ 26,151
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	26,151
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	26,151
28. Other Shares	
a. State	26,150
b. Other	
c. Total Other Shares	26,150
29. TOTAL	\$ 52,301

**SECTION E - REMARKS**

**PART IV PROGRAM NARRATIVE (Attach - See Instructions)**

## PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

*\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating? Yes X No

Name of Governing Body \_\_\_\_\_ Priority Rating \_\_\_\_\_

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? Yes X No (Attach Documentation)

Name of Agency or Board \_\_\_\_\_

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? Yes X No (Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval? Yes X No

Name of Approving Agency \_\_\_\_\_ Date \_\_\_\_\_

Item 5.

Is the proposed project covered by an approved comprehensive plan? X Yes \_\_\_\_\_ No

Check one: State [ ] Local [ ] Regional [ ] Airport Master Plan [ ] Location of plan DOT/FAA

Item 6.

Will the assistance requested serve a Federal installation? Yes X No

Name of Federal Installation \_\_\_\_\_ Federal Population benefiting from Project \_\_\_\_\_

Item 7.

Will the assistance requested be on Federal land or installation? Yes X No

Name of Federal Installation \_\_\_\_\_ Location of Federal Land \_\_\_\_\_ Percent of Project \_\_\_\_\_

Item 8.

Will the assistance requested have an impact or effect on the environment? Yes X No

See instruction for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms? Yes X No

Number of: Individuals \_\_\_\_\_ Families \_\_\_\_\_ Businesses \_\_\_\_\_ Farms \_\_\_\_\_

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated? Yes X No

See instructions for additional information to be provided.