

A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, September 19, 2000
3:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Comment Session (Not to exceed thirty minutes)
5. Presentation & Possible Action Regarding Acquisition Plan for Fall Creek & Keowee Town Parks – Dr. Grant Cunningham
6. Discussion & Possible Action Regarding Archiving of Veterans Affairs Records – Mr. Carl Hayden, IT Director
7. Consideration of Approval of Application and Acceptance of Local Law Enforcement Block Grant Funding – Chief Deputy Steve Pruitt
8. Consideration of Acceptance of FAA Grant AIP-3-45-0016-09 – Mrs. Melissa Brown, Grants Coordinator
9. Presentation & Possible Action Regarding Methane Remediation for Five Forks and Seneca Landfills – Mr. Jon Caime, County Engineer
10. Presentation & Possible Action Regarding Road Paving Change Order – Mr. Jon Caime, County Engineer & Mr. Frank Nicholson – Road Construction Foreman
11. Discussion & Possible Action Regarding USFS Watershed Protection Grant in the Amount of \$350,000 for Rocky Gap Road Reconstruction Project
12. Consideration of Bids for Runway Safety Area Improvements and Runway Extension, Widening and Overlay (TBI No. 3401-8902) – Mr. Jon Caime, County Engineer
13. Second Reading of Ordinance 2000-16, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS (\$8,000,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO”

14. Second Reading of Ordinance 2000-17, "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION, ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$4,115,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO"
15. First Reading of Ordinance 2000-18, "AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$50,000 FROM FEE-IN-LIEU FUNDS OF OCONEE COUNTY, SOUTH CAROLINA FOR THE MATCHING PORTION OF NEWRY FUNDS & OTHER MATTERS RELATING THERETO"
16. Appointment of Mr. Bill Frady to Represent District I on the Housing & Revitalization Committee – Mr. Tim Hall, Council Member
17. Old Business
18. New Business
19. Adjourn

The Oconee County Council will have an administrative briefing thirty minutes prior to each regularly scheduled Council Meeting in the Office of the Council Clerk

The Oconee County Purchasing, Contracting, Real Estate, Building & Grounds Committee will meet Tuesday, September 19, 2000 at 9:30 AM for the purpose of discussing several building and grounds needs.

The Oconee County Roads & Transportation Committee will meet Tuesday, September 19, 2000 at 12:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing several road issues.

The Oconee County Personnel & Intergovernmental Committee will meet Tuesday, September 19, 2000 at 1:30 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing the desk audits and job description appeals.

The Oconee County Tourism Promotion Committee will meet Monday, September 18, 2000 at 6:30 PM in the Oconee County Administrative Offices Conference Room, 415 South Pine Street, Walhalla, SC for the purpose of discussing tourism related activities in Oconee County.

The Oconee County Law Enforcement, Safety, Health, Welfare & Services Committee will meet Thursday, September 21, 2000 at 4:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC for the purpose of discussing sewer issues.

MEMBERS, OCONEE COUNTY COUNCIL

Mr. Tim O. Hall, III, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms

MINUTES, OCONEE COUNTY COUNCIL MEETING

The Oconee County Council met Tuesday, September 19, 2000 at 3:00 PM in Council Chambers, 415 South Pine Street, Walhalla, SC with all Council Members and the County Attorney present.

Press:

Members of the press notified (by mail): Keowee Courier, Westminster News, Anderson Independent, WGOG Radio, & WPEK Radio, Journal/Tribune.

Members of the press present: Dick Mangrum – WGOG Radio, David Williams – Anderson Independent & Catherine Hunter – Journal/Tribune.

Call to Order:

The meeting was called to order by Supervisor-Chairman Orr who welcomed all those present.

Invocation:

The invocation was given by Mr. Thomas.

Minutes:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the minutes of the regular meeting held September 5, 2000 be adopted as printed.

Open Session:

Mr. B. J. Littleton expressed concern regarding the county taking Keowee Town & Fall Creek Landing Parks.

Mr. Steve Sokol presented Council with the attached information regarding Waterfest 2000.

Mr. William Howiler, on behalf of the Cleveland Fire Department, expressed appreciation to Council for their support for fire fighting capabilities in the county as evidenced by the recent approval of the lease/purchase of the tankers for the Rural Fire Department.

Keowee Town & Fall Creek Parks:

Dr. Grant Cunningham addressed Council regarding the attached proposed plan for the development of Keowee Town & Fall Creek Parks. Dr. Grant informed Council he had sent a draft of the plan to Duke Power Company and they are in the process of reviewing it at this time. Upon request of Dr. Cunningham, Mr. Orr appointed the following persons as a committee to finalize the plan:

Bradley A. Norton, County Attorney
Tim Hall, Council Member
Max Williams, Chau Ram Superintendent
James Alexander, Economic Development Director
J. Harold Thomas, Council Member

Archiving of Veterans Affairs Records:

Discussion & possible action regarding archiving of Veterans Affairs records was removed from the agenda.

Local Law Enforcement Block Grants:

Upon request of Chief Deputy Steve Pruitt, Mr. Thomas made a motion, seconded by Mr. Hall, approved 5 – 0 that approval of application and acceptance of the 1999 Local Law Enforcement Block Grant in the amount of \$41,019 and 2000 Local Law Enforcement Block Grant in the amount of \$35,816 be adopted. Mr. Pruitt explained to Council the reason for the decrease in funding is due to a decrease in crime in the county.

Airport (FAA Grant No. 3-45-0016-09):

Mrs. Melissa Brown, Grants Coordinator, explained to Council that in August Council approved an application to the FAA for a grant in the amount of \$2,688,975. At this time, the FAA has approved the attached agreement in the amount of \$1,777,082 with a five percent (5%) state match and five percent (5%) local match for the purpose of improving runway safety areas, extension, widening and rehabilitation of the runway for a total amount of \$1,901,202.22. The FAA has assured Mrs. Brown that the grant will be revised to the full amount, however, it cannot be done by the end of their fiscal year, which is September 30, 2000. Mrs. Brown wanted Council to be aware if the revision is not made, Oconee County will be liable for an additional \$196,000, however the FAA has assured Mrs. Brown this will not happen.

Upon recommendation of the Purchasing, Contracting, Real Estate, Building & Grounds Committee, Council voted unanimously to adopt this grant agreement. (See attached)

Remediation for Five Forks & Seneca Landfills:

Mr. Jon Caime, County Engineer presented the attached plan for remediation of the methane gas for Five Forks & Seneca Landfills to Council. After discussion, Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the plan for the Five Forks Landfill be referred to the Purchasing, Contracting, Real Estate, Building & Grounds Committee for a recommendation.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that the bid process be waived as per Section B: Formal Bid Procedure, Subsection 2: “When it is to the advantage of Oconee County to acquire goods and/or services on the basis of a previously awarded bid(s) or contract(s) and Goldie & Associates be engaged to develop a plan for the remediation of the methane gas at the Seneca Landfill at a cost of \$6,000 with funds coming from the Solid Waste Landfill Closure Project Funds.

Change Order for Road Department:

Presentation and possible action regarding road paving change order was removed from the agenda.

Rocky Gap Road:

Upon recommendation of the Roads & Transportation Committee, Council voted unanimously to accept the USFS Watershed Protection Grant in the amount of \$350,000 with the in-kind county match being an estimated \$267,337 with the stipulation that grant and this project does not put the county in a bind on any other projects and it does not tie the county to a specific time frame and if so the issue will be revisited also the County Attorney review and approve the grant agreement. (See attached)

Aeronautics:

Upon recommendation of Mr. Caime, Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that the bid of Clary Hood, Inc. be accepted for runway safety area improvements at a total cost of \$201,275. (See attached bid sheet)

Ordinance 2000-16:

Mr. Timms made a motion, seconded by Mr. Hall, approved 5 – 0 that Ordinance 2000-16, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION DOLLARS (\$8,000,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS, SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO” be adopted on second reading.

Ordinance 2000-17:

Mrs. Hughes made a motion, seconded by Mr. Hamilton that Ordinance 2000-17, “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION, ONE HUNDRED, FIFTEEN DOLLARS (4,115,000) OCONEE COUNTY, SOUTH CAROLINA, GENERAL OBLIGATION BONDS SERIES 2000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO” be adopted on second reading.

Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 3 – 0 that the ordinance be amended to include that if a change in administration of the Lila Doyle Facility should occur during the life of the bonds, the change will have to be approved by Council.

The Ordinance, as amended, was then adopted 3 – 0. (Mr. Hall & Mr. Thomas did not participate in either action, as they are hospital board members).

Ordinance 2000-18:

Mr. Hall made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Ordinance 2000-18, “AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED \$50,000 FROM FEE-IN-LIEU FUNDS OF OCONEE COUNTY, SOUTH CAROLINA FOR THE MATCHING PORTION OF NEWRY FUNDS & OTHER MATTERS RELATING THERETO” be adopted on first reading.

Housing & Revitalization Appointment:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. Bill Frady be appointed to represent District I on the Housing & Revitalization Committee.

Personnel & Intergovernmental Committee Recommendations:

Mr. Timms, Chair, Personnel & Intergovernmental Committee, informed Council it was the recommendation of the committee that the request of a county employee for a sick leave extension through the month of October, 2000 be granted.

Mr. Timms scheduled a meeting of the Personnel & Intergovernmental Committee Tuesday, October 3, 2000 at 5:30 PM.

Mr. Timms further informed Council that the committee is going to consider amending the Personnel Policies & Procedures Manual to assure that when an employee is promoted, that employee receives at least a five percent (5%) increase in salary.

Mr. Timms also informed Council the desk audits of employees who received a \$5,000 raise as a result of the COG study has been completed and no changes have been recommended.

SHARE Board:

Mr. Timms informed Council there will be a SHARE Board of Directors Meeting September 21, 2000.

Cherokee Foothills Association:

Mr. Timms made a motion, seconded by Mrs. Hughes, approved 5 – 0 that the Tourism Commission work with the Council of Governments to develop plans Cherokee Foothills National Scenic Byway Association.

Plaque for Pine Street Administrative Offices:

Mr. Timms made a motion, seconded by Mr. Thomas, approved 5 – 0 that the following names be added to the plaque for the Pine Street Administrative Offices:

Jon Caime, County Engineer
Marianne Dillard, Procurement Director
James Smith, Public Buildings Director
Phyllis E. Lombard, Finance Director
Opal O. Green, Council Clerk

Purchasing, Contracting, Real Estate, Building & Grounds Committee Recommendations:

Mr. Thomas, Chair, Purchasing, Contracting, Real Estate, Building & Grounds Committee informed Council it was the recommendation of the committee that the present schematic committee continue with the design of the courthouse and the contract with F. J. Clark include the furnishings and landscaping.

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that the recommendation be amended to include a City of Walhalla representative.

The recommendation, as amended, was then adopted unanimously.

Mr. Thomas also informed Council it was the recommendation of the committee that an offer of \$395,000 be made to Larry C. Brandt for his property adjacent to the courthouse with the stipulation that he vacate the premise by April 30, 2001. The recommendation also included a letter of condemnation be sent to Mr. Brandt. This recommendation was also adopted unanimously.

Law Enforcement, Safety, Health, Welfare & Services Committee Recommendations:

Mr. Hall, Chair, LEC Committee, informed Council the recommendation of the committee that:

- (1) Ask the County Attorney to clarify the Waterfest 2000 Committee and Seneca Chamber, the Rescue Squads are not under ODBA supervision for the event.
- (2) Ask the County Attorney to contact the Seneca Chamber and reiterate that Oconee County is not a participate in the planning or staging of the event and asked that this be noted in the written plan along with several concerns about the wording of the plan in this matter.
- (3) Ask that Oconee County be named as insured in the Pyrotecnico Insurance Policy.

These recommendations were adopted unanimously.

Law Enforcement, Safety, Health, Welfare & Services Committee Findings:

Other findings of the committee are that for liability purposes Oconee County should not be considered as a participant in the event and county parks and employees and rescue squads or emergency preparedness participation will be conducted the same as in any normal circumstance.

The committee also made a finding that the insurance provider will not provide coverage if the county is considered to be a participant in the planning or staging of the event. The ODBA is providing \$5,000,000 insurance coverage and the Seneca Chambers is providing \$300,000 insurance coverage per incident or \$1,000,000 per aggregate for a total of \$6,000,000 aggregate.

Rails to Trails:

Mr. Hall gave Council Members a copy of a newspaper article regarding the "Rails to Trails" program and asked that any interested Council Members contact Ms. Doris Thompson.

Solid Waste Director:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that Mr. Jack Hirst, Solid Waste Director, be commended on his recognition by KOBA for his recycling efforts in the county.

Law Enforcement, Safety, Health, Welfare & Services Committee Meeting:

Mr. Hall reminded everyone of a LEC Meeting, Thursday, September 21, 2000 at 4:00 PM to discuss sewer in Oconee County.

Rails Summit:

Mr. Hamilton made a motion, seconded by Mr. Hall, approved 5 – 0 that Mr. Timms attend the Rails Summit on September 26, 2000.

Zoning Board of Appeals Member:

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 – 0 that Mr. Scott Foster be appointed as at large member of the Zoning Board of Appeals.

Library Selection Committee:

Mr. Hall made a motion, seconded by Mr. Thomas, approved 5 – 0 that the following persons be appointed as a Selection Committee to evaluate qualifications, interview and recommend a library consultant to study the needs in Oconee County:

Martha Baily, Library Director
Mimi Hunt, Library Board Chair
Jon Caime, County Engineer
Charles Timms, Council Member
Teresa Lehman, Library Board Member

Adjourn:

Adjourn: 5:10 PM

Respectfully Submitted,

Opal O. Green
Opal O. Green
Council Clerk

When I presented the Oconee Keowee Alliance to you several weeks ago, I told you our mission was to unite the opponents of drag boat racing on Lake Keowee. Part of the reason was to keep all efforts civil and focused on having an event that would benefit all Oconee County citizens. We wanted to head off any self-destructive activities, such as boycotts. We have been successful in keeping our tone proper and our actions beneficial to the county.

We have compelled the Chamber to plan for the event by working through the County Law Enforcement and Public Safety committee. We worked with the committee and provided data concerning what needed to be covered. We applied a lot of resources and, I think, the committee and the county benefited from our effort. When Council voted to have this questionable centerpiece for WaterFest, we accepted it calmly, though not happily. All our efforts have been honest and professional.

On the other hand, the Greater Seneca Chamber of Commerce has made misleading and even blatantly false statements. They said they would close South Cove Road; they cannot. They said DNR recommended 250' from land based spectators; we have documents proving DNR recommends a 1000' separation. They offered to provide \$3,000,000 of insurance; they are only providing one-tenth of that amount. They said the races will bring \$1,000,000 into Oconee County; they tried to offer free campsites to racers and can not show enough income from outside sources to match the large amount of money that is going out of the county. (All of their promotion seems to be local - the businesses may make money, but there is no benefit to Oconee County in general.) The list of deceptions goes on and on. They even refuse to meet with the Council Committee to discuss the issues at hand.

However, I am not here for accusations against the Chamber. We do not feel the Council should give special consideration to the less than 300 members of the Chamber. We also do not think any special attention should be given to the over 1200 members of OKA. We are asking that County Council make their decisions to the benefit of all 67,000 county citizens.

When the Law Enforcement committee announced last Monday that no "special consideration" would be given to the Chamber, we felt it was acceptable, though not what we had hoped. Then we found out that forty campsites will be closed and occupants evicted. That seems a "special consideration". We asked why a special setback was acceptable for fireworks, but unacceptable for races. The rationale was that the vendors had to be allowed to do whatever they wanted so the Council could claim a lack of involvement. This statement is an insult to the perspicacity of everyone involved.

The County Council is clearly involved in the boat races. A majority of Council has voted against disallowing the races, which is support of the races. Many county employees have been involved in planning and preparation for the event. If there is any doubt about "support", I have a letter from the Chamber thanking Council for all the support they have been given.

Only two members of Council have objectively looked at this issue and actively reviewed the inherent problems. I can not be sure why it is a closed subject with others, but suspect some are just willing to give the Chamber *carte blanche*. Some of you may be deciding based on personality issues, without regard for the well being of the citizens of Oconee County.

Regardless, you are supporting the races. Rationalize, if you want, but your insurance coverage is in jeopardy. Because of this, you have a moral, ethical, and probably legal obligation to minimize the risk to your constituency and the county. This is easy to accomplish: Compel the

Chamber to move the races to open water. This will enhance safety by providing an appropriate set-back; will provide a viewing area that will reduce damage to the park and reduce injury risk moving to the viewing area; and will alleviate the intrusion upon the citizens in the quiet residential cove. The ONLY downside is the racers will not be able to reach speeds of 130 miles per hour - they may be limited to 110-120 by the less than glassy water surface. We have discussed this move with Captain Ward of DNR, and he informs us the shift will not require re-permitting. It can be accomplished within 48 hours of notification. (If assistance is required, we will gladly help.) The justification for this enhancement to the race safety is so apparent, it is 'a priori'.

We know that comments made during the public session are not open for discussion. However, we have a number of questions concerning this event that you should consider before taking any action tonight. We also request that a written reply be provided prior to the next regular Council session. This information is important for the citizenry of Oconee County to fully evaluate the actions of their elected representatives.

1. **How Much 'hard money' is this event costing the county?** This should include any direct expenses, including overtime. There will also be lost revenue from closed campsites, which must be included.
2. **How much manpower will be diverted from other efforts?** Obviously, a lot of county labor will be required for preparation, control, clean-up and restoration. This represents a sizable diversion of county labor with a resulting indirect cost.
3. **What county ordinance allows campers to be evicted?** Certainly, they can be temporarily removed for safety, but evicting them needs some form of authorizing ordinance. This will also create an opportunity for special treatment for racers when the sites reopen at 11:00 PM.
4. **What benefits to the county are anticipated from this event?**
5. **What benefits to the county would be lost from exclusion of the races?**
6. **What financial results were achieved by the event?** We think the people have a right to know what revenues are raised, the expenses paid, and the net profit to the Chamber, if any. Some taxpayer funds are being used for this event and entrance fees are going to be paid by both residents and non-residents of the county (including children). Surely the county would want an accounting of the disposition of funds since the festival is being held on county-leased property.

Ladies and gentlemen, I have taken a fair amount of your time, and I appreciate you honoring me with your attention. I leave you with copies of our questions and some documents germane to my comments. We ask you to carefully consider your obligations to the 67,000 citizens of Oconee County.

We pray that there are not accidents or incidents over the weekend. We want the Chamber to 'beat' the gamble that they are taking. However, we hope you realize "an ounce of prevention is worth a pound of cure".



September 1, 2000

Mr. Tim Hall, Chairman
Law Enforcement, Health, Welfare and Safety Committee
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

RE: Waterfest 2000

Dear Mr. Hall:

Per your request, enclosed is an itemization of the plans for Waterfest 2000 regarding safety, security and insurance coverage. Please be advised that all plans are subject to change the weekend of the event due to factors beyond our control and will be coordinated with the Oconee County Sheriff's Department, the South Carolina Highway Patrol, the South Carolina Department of Natural Resources, the City of Seneca Police and Fire Departments and other paid and volunteer personnel and individuals.

Also enclosed are the Insurance Certificates from our carrier, the ODBA, Pyrotecnico, and Roger Williams (RoadRunner Enterprises). Total coverage for this event exceeds \$17,000,000.00 to date, which does not include the County's liability coverage amounts. Oconee County has been named as an additional insured on the ODBA and Chamber's Certificates due to the active participating roll that the Council has chosen to take in the planning and preparation of this event. I hope that \$17,000,000 worth of coverage will meet or exceed your expectations for this event.

Mr. Hall, I hope this will conclude our requirements with your committee and I look forward to seeing you at Waterfest 2000.

Sincerely,

Cindy Swafford
Festival Chairperson

Enclosures

THE GREATER SENECA CHAMBER OF COMMERCE
P.O. Box 855 Seneca, South Carolina 29679

Phone: (864) 882-2097 Website: www.senecachamber.com e-mail: chamber@carol.net

South Carolina Department of
Natural Resources



Paul A. Sandifer, Ph.D.
Director
J. Alvin Wright, Colonel
Deputy Director for
Law Enforcement

MEMORANDUM

TO: Captain Glenn Ward
FROM: Sergeant Francis Mitchum
DATE: June 1, 2000
SUBJECT: The Proposed Marine Event Application for Lake Keowee

On March 20, 2000, I received an application for a Marine Event permit for an outboard Drag Boat Race at South Cove on Lake Keowee. The event is sponsored by the Greater Chamber of Commerce of Seneca and is scheduled to take place on September 23-24, 2000. Since receiving this request, several oppositions regarding this event have been sent to my attention. On May 10, 2000, Sergeant Lee Mills and I performed an official investigation at the proposed site. Pictures and measurements of the proposed marine event boundaries were taken (please see attached). In our findings, spectators attending the event will be 1000 feet away from the race course. There are no perceived dangers or hazards to the spectators or to the natural resources surrounding the lake.

I recommend that the permit be issued to the Seneca Chamber of Commerce with strict guidelines and visible law enforcement at the event. The park superintendent along with the County Council, and Duke Power supports this event.

A handwritten signature in black ink, which appears to read "Francis Mitchum". Below the signature is a horizontal line.

Marine Law Enforcement and Education,
P.O. Box 12559 • Charleston, S.C. 29422-2559 • Telephone: 803-762-5034



DNR News

MEDIA CONTACTS

Columbia: (803) 734-3950 News-Mike Creel
After Hours: (803) 955-4000 Radio Room
Mike Willis - Spokesman (803) 734-4133

<http://www.dnr.state.sc.us>

S.C. Dept. of Natural Resources, PO Box 167, Columbia, SC 29202

For immediate release - June 7, 2000

Contact: Mike Willis
803.734.4133

DNR grants permit for boat races on Lake Keowee

The South Carolina Department of Natural Resources (DNR) will grant the Greater Seneca Chamber of Commerce a permit to stage boat races in September.

Captain Glen Ward of the DNR Boating Safety and Education Section said that a thorough review of the race course and location revealed, "No compelling reason to deny the permit."

Under state law, DNR is responsible for reviewing and permitting marine events. "According to the law, we are to consider these permit applications from the standpoint of public safety and water safety," Ward said. "It's now the responsibility of local government to determine the validity of other social concerns expressed by some lake residents."

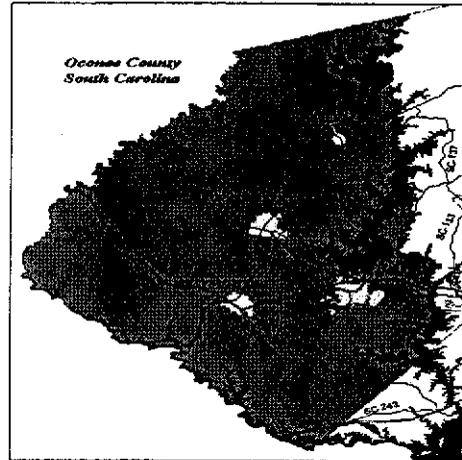
Race organizers have agreed to comply with all of DNR's recommendations addressing the safety of participants and spectators, including a minimum 1000 foot 'safety zone' between race boats and the general public.

DNR permits from three to five boat race events annually in the state.

###

Oconee County Engineering

"Designing a Better Tomorrow"



TO: Harrison Orr, County Council, Shawn (S. Cove), Ted (High Falls)

FROM: Jon Caime

DATE: September 6, 2000

RE: Fall Creek and Keowee Town Parks

Enclosed is the draft proposal that was sent to Duke Power along with the Recreation Lease application for these parks. Grant Cunningham will be at the October 3 Council meeting to address Council on this issue. He was unable to make the next regularly scheduled meeting on September 19.

The status is that the draft proposal and enclosed information was sent to Duke this week. Grant had talked to Duke about sending this information this week as opposed to the September 1 deadline and was informed that this was not a problem. The delay in sending this application was due Grant having several unanswered questions that he needed replies from Duke on.

This is a draft proposal. At this point, we believe we are awaiting comments back from Duke and formal action by County Council, prior to finalizing this proposal. It is important to note that the dollar estimates stated in this proposal are preliminary estimates and further discussion and refinement may be needed prior to any proposed budgeting.



OCONEE COUNTY PARKS & RECREATION

RULES & REGULATIONS

These regulations have been developed to allow users to enjoy park facilities and to protect the park for future generations to enjoy. If you have any questions or observe a violation of these regulations, please contact the Park Superintendent.

1. Quiet hours at all county parks are 10:00 p.m. to 7:00 a.m. Park gates will be locked during quiet hours. At Chau Ram Park, the gate is locked at dusk, except Memorial Weekend through Labor Day. All persons, unless in boat, must enter park through main entrance.
2. The consumption and/or display of alcoholic beverages is prohibited. Individuals leasing a campsite may consume alcoholic beverages within the leased area, provided they are not openly displayed (i.e. must be in a cup).
3. No attempt shall be made to destroy, deface, disturb, alter or remove any facilities, wildlife or vegetation in any park. Cutting or trimming trees or underbrush is prohibited.
4. Build fires only in designated areas. Do not leave burning unattended. All fires must be completely extinguished before leaving.
5. All garbage and refuse shall be placed in cans or plastic bags for collection. All liquid waste including sewage and grey water must be collected and disposed of at dump station. Scavenging in waste containers or on park grounds is prohibited.
6. All pets must be on leash or under physical restraint at all times. Pets will not be left unattended. Horses, cattle or other livestock are prohibited unless authorized by PRT Commission Director.
7. Only campers and their guests are allowed in campground. Picnickers in camping area must pay camping fees. No cruising is allowed in campgrounds.
8. Camp only at designated sites. Only one camper and one or two tents per site, and not more than 2 vehicles or six persons, including visitors. No washing of vehicles, campers or boats on site. Maximum stay of 30 days on one site.

(over)

RULES AND REGULATIONS (Continued)

9. Campers are responsible for the conduct of their guests. All guests must leave the park before gate closing time unless staying overnight. Fee for opening gate for other than emergencies is \$25.00.
10. All posted speed limits and other regulations shall be followed.
11. Keep vehicles on established roads; park only in designated areas. The use of off road vehicles, three wheelers, mini-bikes, go-carts, mopeds and other "All Terrain Vehicles" is prohibited.
12. Due to underground wiring, digging and/or trenching is not allowed. Use of wood, fiberglass or plastic tent stakes only.
13. The possession or use of fireworks, explosives, firearms or other weapons is prohibited. Authorized law enforcement officers in performance of their duties are exceptions to this regulation.
14. No vendors or commercial activities unless authorized in writing by PRT Commission Director.
15. Tennis courts and ballfield are available on a first come, first served basis unless reserved. A fee will be charged for use of lights on tennis courts.
16. Loud radios, televisions, engines or other activities that unreasonably disturb other park users are prohibited.
17. To register for a Senior Citizen or Handicapped camping rate, the eligible person must stay overnight.
18. Fees for various activities are charged as shown in separate fee schedules. Failure to pay proper fees is prohibited.
19. Must have a valid driver's license or picture ID to register for camping.
20. Failure to comply with any park rule may result in expulsion from all county parks, imprisonment up to 30 days, a fine up to \$200, or a combination of the above.

NOTICE

"This area is not designated, licensed or operated as a natural public swimming area by Oconee County. Swimming is not condoned or encouraged. Dangerous and/or unknown conditions may exist. Parents must be with children at all times."

CHECK-OUT TIME IS 2:00 P.M.

CHECK-OUT TIME IS 2:00 P.M.

**DUKE POWER
RECREATION AREA
LEASE APPLICATION**

For Office Use Only	
Application #	
Date Received	
Reviewer Name	

SECTION I: APPLICANT SPECIFICS

Firm Name:

Contact Person:

Business Telephone: Fax: E-mail:

Billing Address:

City: State: Zip:

Current Landlord: Landlord Phone:

- Type of Organization:
- Sole Owner
 - Corporation
 - City/Town
 - State
 - Partnership
 - NGO
 - County
 - Federal

(Sole owner, Corporation, Partnership or NGO - please attach last annual report, financials, and tax returns if applicable.)

Type of Business: Date Established:

Major Supplier: Contact: Phone:

Major Supplier: Contact: Phone:

I 1) Please describe successful projects undertaken by the organization and attach relevant information. Include project name, street address, types of facilities provided and establishment and closure dates as a minimum.

See attachment

I 2) Please describe your organizations safety record.

Oconee County has limited data on lost time accidents in the workplace. The County has initiated a process to compile such data. The County's current experience modifier (an indication of accident incidence) is average to below average (where above average indicates a higher accident rate in comparison to other entities of the like).

I 3) Please describe your organizations environmental compliance record. Include any violations, citations, fines, civil penalties, etc. that your organization received for non-compliance with existing regulations in the past 15 years.

Oconee County manages a wide range of functions, including solid wastes disposal. Very few, and minor, incidences have been reported from the operation of the landfill facility. No environmental violations have been filed against the County regarding any service it provides.

I. 1. Please describe the successful projects undertaken by the organization and attach relevant information. Include project name, street address, types of facilities provided and establishment and closure dates as a minimum.

Over the past 25 years, Oconee County has successfully operated two county parks (High Falls and South Cove) on lands leased from Duke Power on Lake Keowee. Additionally, the County operates Chau Ram County Park situated along the Chauga River, a National Wild and Scenic River near Westminster, South Carolina. Lastly, the County manages eight boat landings along Lake Hartwell on shoreline lands leased from the Army Corps of Engineers.

High Falls County Park was the first facility developed by the County, opening in June 1972 on a 40-acre site along the shores of Lake Keowee off Highway 183 between Walhalla and the Keowee Key area. By 1974, an additional 20 were added to the park site. South Cove County Park is located on Lake Keowee also, just outside the City of Seneca. Lastly, Chau Ram County Park -- originally a park developed by the Town of Westminster -- lies four miles west of the town on Highway 76 at the confluence of Chau Ram River and Ramsey Creek. Both South Cove and Chau Ram Parks opened in 1973. Each of the parks have campsites with electrical and water hookups, bathhouses, and picnicking facilities.

Activities and amenities within the county parks. High Falls and South Cove County Parks are located on Lake Keowee. Fishing, boating, sailing and water skiing are readily accessible in both. High Falls is the largest of the three county parks with 130 campsites. High Falls offers tennis, volleyball, putt-putt golf, a children's playground, horseshoe pits, a softball field, and a handicapped-accessible fishing pier. These amenities are available to day visitors, as well as overnight campers. The Alexander-Cannon-Hill House, a structure on the National Register of Historic Places, was relocated to High Falls County Park and now serves as a park office and general store.

South Cove County Park has 88 campsites that are situated on a peninsula, thus placing most of the campsites near the water. South Cove offers visitors tennis, volleyball, putt-putt golf, a children's playground, basketball goal, and a handicapped-accessible fishing pier. An antebellum graveyard within the park is a point of interest for some, as many of the graves have large rocks serving as their tombstones.

Chau Ram County Park, located on the Chauga National Wild and Scenic River, has 28 campsites, nature trails, and a children's playground. The park is described as "ideal for nature observation, picnicking, trout fishing, or river tubing. Ramsey Creek Falls (approximately 35 feet high and 100 feet wide) provide a beautiful background for outdoor events.

The county parks are open to the public all year for camping and other activities. From Memorial Day weekend to Labor Day weekend a parking fee is charged on Friday, Saturday, and Sunday. The charge is \$2.00 per vehicle and \$3.00 per bus or a vehicle with trailer attached. Camping rates are \$13.00 per night for Oconee County residents

and \$15.00 per night for out-of-county visitors. Senior citizens receive a \$3.00 discount. Park superintendents reside in housing on the premises year-round.

Table 1. Amenities in Oconee County Parks

	High Falls	South Cove	Chau Ram
Camping sites	130	86	28
Bath house	✓	✓	✓
Boat Ramps	✓	✓	none
Building Rental	1	1	1
Concession	✓	✓	none
Drink machines	✓	✓	✓
Dump Station	✓	✓	✓
Fishing pier	✓	✓	✓
Grills	✓	✓	✓
Ice	✓	✓	none
Picnicking	✓	✓	✓
Power/water	✓	✓	✓
Putt-putt golf	✓	✓	none
Shelters	2	1	4
Tennis courts	2 cts.	4 cts.	none
Wading/ Swimming area	✓	✓	✓

Source: Oconee County

High Falls County Park
671 High Falls Road
Seneca, SC 29672
(864) 882-8234

South Cove County Park
1099 South Cover Road
Seneca, SC 29672
(864) 882-5250

Chau Ram County Park
Westminster, SC
(864) 647-9286

SECTION II: PROJECT OVERVIEW

(Attach a project plan and conceptual drawings of the proposed project if available.)

e: County: Oconee

Proposed Site #:* Keowee Town Landing Location: From Seneca, take Hwy. 130 North to Nimmons Bride Rd. to Keowee Town Landing Road

Type of Activity: Public access to Lake Keowee (via boat ramps, fishing pier, camping amenities, and shoreline beach areas).

Private Services: + _____

Public Services: + No other user fees are anticipated at this time.

* Reference "proposed site" to Management Inventory System.
 + Include type of service, number of anticipated customers per year and identify services you expect to charge fees for (include the amount of expected initial year's fee if known). *Private services* are those whose use can be restricted to selected individuals for more than 14 days (e.g., annual boatslip rental, non-transient camping, etc.)

- II 1) Please give a brief description of your planned use of Duke property, unique features of your plan, and what you hope to accomplish over the next 5 years. Please attach Business Plan, if available.
- Keowee Town Landing will remain an access point for boaters and other vehicular watercraft, under County management. Improvements within the first five years would primarily involve repair and maintenance to existing infrastructure (i.e., paved parking areas and paved boat launches, signs, trash receptacles).
- Any special habitat areas should be identified. An interpretive program for the site regarding its historical and cultural significance should be initiated. Picnicking facilities, toilets and water fountains are optional.
- II 2) Please outline the phases of project development, including timelines and stages for capital improvements.
- Phase I -- site evaluation, plan development, plan implementation, site stabilization and repair. Historical and cultural resources determined.
- Phase II -- evaluation of demand for certain uses; expansion of facilities, as needed, particularly parking, picnicking equipment, and walking trails (after 5 years)

Phase III -- evaluation of facilities and the demand for certain uses determine expansion or elimination of amenities as needed (after 10 years).

Phase IV -- site development complete; maintenance plans in effect; continued evaluation of facilities and operations. (after 15 years)

II 3) What is the current zoning of the proposed site? If the site would need to be rezoned for the proposed use, please specify the proposed rezoning classification and describe measures that would be undertaken to obtain rezoning approval. Please also list any permits necessary to offer all proposed services.

Oconee does not have any land use related codes or ordinances.

Agricultural land use is scattered throughout the county, including the area in question.

No rezoning is needed or required at this time.

No permits are needed for the county to offer the proposed services.

To build restrooms on a septic system (DHEC permit required).

To drill a well for a water fountain or other uses (DHEC review).

II 4) Please outline the strengths and weaknesses of the site for your proposed activities (i.e., access, visibility, existing infrastructure, erosion, environmental impacts).

Site Strengths:

Existing roads to the site are maintained by the county;

Site has existing improvements, (i.e., paved parking and paved ramps).

Site Weaknesses:

No existing water or sewer lines
The slope on the site may prohibit potential uses.

How will the proposed project deal with site weaknesses?

On-site septic system installed; a well drilled to supply water for visitor use

Leave areas with steep slopes undisturbed.

II 5) Are there similar projects in the area? If yes, how are your services unique?

Yes, Fall Creek Landing in an unmanned public access area on the northern street of Lake Keowee.

Stamp Creek Access and Cane Creek Access are located on Lake Keowee and maintained by Duke Power. Keowee Town Landing is located in an historic setting, which may present opportunities for educational and/or interpretive programs.

- II 6) Please outline your operating, maintenance and security plan for all Duke properties involved. Include, as a minimum, titles and number of employees, their main duties, whether they will be full-time or part-time and when you would expect them to come on board relative to the timeline in Question II2.

Oconee County will develop a schedule of operation similar to the operation schedule for its other county parks on Lake Keowee. With an on-site manager proposed for Fall Creek Landing, Keowee Town Landing is a short distance from that site. Periodic inspections could be easily handled by Fall Creek personnel. Annual inspections of all improvements at the site are required, and periodic inspections will coincide with inspections of all county park facilities. Security at Keowee Town will be handled in a similar manner to the security procedures at the other county-operated boating access areas.

- II 7) What are the benefits of your products and services to Duke, your market segment, site neighbors, and the region? How does your project increase or improve recreational resource access or public usage?

The primary benefit to each party is the initiation of a regular schedule of operation, maintenance, and security measures. Oconee County will assume management responsibility and operate the facility in a manner very similar to the operation of its other facilities. Overall, under the management of Oconee County, the following benefits should be observed: improved planning and implementation of site development; daily monitoring of the site; greater sense of security at the site; and enhanced visitor experience

- II 8) What studies or research have been done to determine the demand/market/need for the services you plan to provide? Attach any reports or relative information.

See Attachment

II 9) Specifically state how your proposed facilities support implementation of any applicable Duke Power plans (e.g., Catawba-Wateree SMP, Recreation Plans, etc.).

No plans or studies conducted by Duke Power of Lake Keowee have been made available at this time.

SECTION III: PROJECT CAPITAL IMPROVEMENTS

Cost of Improvements:

Phase I:	\$79,000	Description & Date:	Infrastructure improvements and repair; amenities added YR 2005
Phase II:	\$5000 - \$10,000	Description & Date:	Picnicking equipment added; interpretive program YR 2010
Phase III:	\$6000 - \$10,000	Description & Date:	site monitoring and evaluation; facility maintenance YR 2015
Phase IV:	\$6000 - \$10,000	Description & Date:	site monitoring and evaluation; facility maintenance YR 2025
Phase V:		Description & Date:	

III 1a) Identify the positive impacts capital development will have on the proposed site. Please include descriptions of beneficial effects on recreational, aesthetic, cultural, and environmental resources, change of current usage, and increases in public services, site security, etc.

Capital improvements at the site will enhance the visitor's experience (i.e., picnicking facilities and shelter, restrooms, and water fountains).

Capital improvements will address maintenance problems created by heavy use, including wear-and-tear on the infrastructure, trashy areas, eroded embankments and damage signs. Capital improvements will address security needs.

The capital improvements are expected to increase the use of the site since visitors will have a greater sense of security and the overall attractiveness of the site will be improved. Finally, the capital improvements should decrease conflict between competing user groups, as only certain uses will be supported at the site.

1b) Identify the negative impacts capital development will have on the proposed site. Please include descriptions of potential impacts on recreational, aesthetic, cultural, and environmental resources, loss of current usage, and changes in public services that may be perceived as negative by current site users.

Capital improvements to the site should have few, if any, negative impacts since most should allow for greater control of its use. Perhaps, for some the improvements will appear intrusive and artificial in their search for an outdoor experience; however, the site is not wilderness area, and the average user will appreciate the additions. In regards to the environment, the improvements may affect negatively any areas that users previously avoided, but if critical habitat is discovered at the site, then the proper steps can be instituted to address potential damage or loss of habitat.

- 1 c) Identify measures to limit and/or mitigate negative effects of the proposed development on recreational, aesthetic, cultural, and environmental resources (e.g., cultural resource management, soil erosion mitigation plans, etc.).

Site evaluation should identify any special habitat areas on the property, and measures can be taken to protect such areas.

On-site monitoring of users will identify conflicts that arise, and strategies to alleviate the problems can be developed.

The capital improvements envisioned should not deter from the natural beauty of the site since a minimal number of structures will be added.

- III 2) Will proposed improvements minimize any existing site hazards? If so, how?

No site hazards discussed regarding the property.

III 3) Does your plan require Duke to assume any capital improvement expenses, including replacement and repair of existing facilities or reimbursement for facilities at lease termination? If yes, please identify expected costs and their timing.

At present, no discussion of Duke Power's involvement with the capital improvements has occurred. However, the County would invite Duke to participate in the initial effort to prepare the site. The County wants to add this property to its mix of recreational opportunities. Duke's assistance in repairing existing infrastructure would be gracious. Any reimbursements expected at the termination of the lease should be in accordance with the lease contract which specifies this consideration.

SECTION IV: OPERATING SPECIFICS FOR THE PROPOSED PROJECT

IV 1) Financial and Use Estimates

		Year 1	Year 2	Year 3	Year 4	Year 5	Stable	
# Full-time Employees:	0	Gross Revenue ¹ :	0	0	\$500	\$500	\$500	\$500
Insurance Company:		Maintenance Expenses ² :	5000	6000	8000	10,000	10,000	10,000
Bank/Branch:		Anticipated Fees ³ :	0	0	\$ 500	\$500	\$500	\$500
Bank Officer Name:		Principle and Interest % ⁴ :						

¹ Gross Revenue - sum of all monies per year that the project generates.

² Please include estimates for maintenance and operation costs of proposed facility, including taxes on facilities and land.

³ Anticipated fees - sum of all land rentals, facility use fees, etc., that you would pay Duke.

⁴ Principle and Interest - payments to lending institutions.

Officer Telephone:

Other Expenses⁵:

--	--	--	--	--	--

Private Customers⁶:

--	--	--	--	--	--

Public Visitors⁶:

3000	4000	5000	5000	5000	5000
------	------	------	------	------	------

Bank Account Type: Checking Savings Money Market

Loans at this Bank: Yes No

⁵ Please specify type and amount of any additional anticipated expenses.

⁶ Please specify anticipated number of private customers or public visitors. Refer to definition of *Private services* in Section II.

IV 2) What structure will you use to finance the project (i.e., revenue from outside sources, bank loan, private investment, bond issue)? Please identify the amount of investment dollars secured at the time of application, as well as the date, sources, and amounts to be secured in the future. Please attach copy of proposed annual operations report, if available.

The project will be funded through allocations of ad valorem tax dollars and available grant funds, as determined by the Oconee County Council

IV 3) Please specify amount and type of insurance coverage.

Tort liability coverage is \$1,000,000 through the South Carolina State Insurance Reserve Fund. County owned and operated vehicular coverage is \$1,000,000. Workman's compensation coverage through South Carolina Association of Counties Insurance Trust. Buildings and contents are covered through TRF. In addition, as a state political subdivision, Oconee County has limitations on liability, as afforded by state law.

IV 4) Provide any additional information you want Duke Power to consider in evaluating your proposal.

DUKE POWER RECREATION AREA LEASE APPLICATION CHECKLIST

Site #: _____

Application #	
Applicant Name	
Address	
Date	

YES	NO	O	SECTION I: APPLICANT SPECIFICS	DIRECTIONS
		1	Does the applicant have more than five years of business experience?	
		2	Do current landlords give favorable lease ratings to the applicant?	Call current landlord.
		3	Will the project increase public support of Duke through partnerships with groups or agencies?	
		11	Does the organization have a history of operating successful similar ventures? Does the organization have a positive reputation?	
		12	Have there been any serious injuries to employees, vendors, users in the last 15 years?	
		13	Any significant compliance problems in the last 15 years?	

Comments:

YES	NO	Q	SECTION II: PROJECT OVERVIEW	DIRECTIONS
		II 3	Does the proposed project require rezoning of site?(link*)	
		II 3	If needed, is the rezoning classification suitable/obtainable and is the proposed rezoning process adequate? (*link)	Review zoning classification of surrounding property and relevant County zoning ordinance/regulations.
		II 4	Does the type of business fit the property characteristics? (link*)	Identify "property usage" and "site topography" links in MIS to determine if the project is site suitable.
		I 14	Does the project repair existing site problems or help to minimize current Duke liabilities? (link*)	Identify the positive or negative impact the proposal has on current site liabilities and problems.
		II 5	Is there a low probability of over taxing the resource?	A yes answer means that the project is unlikely to tax the resource.
		II 5	Is there a low probability that potential competitors actions may shorten the life of the project?	A yes answer mean there are few competitors. A no answer means there are many competitors.
		II 6	Does the applicant have a maintenance plan that covers all Duke property named in the lease and provides on site security when needed?	The maintenance plan must equal or exceed Duke Power standards.
		II 6	Does the applicant have a security plan that covers all Duke property named in the lease and provides on-site security when needed?	
		II 7	Will the project increase water access points or improve distribution of water access points? (link*)	Identify the impact of the project on current area access and distribution points.
		II 7	Does the project provide increased public usage and access points to area resources?	Identify the projects impact on current access points to non-water area resources.
		II 8	Has significant market/demand research been done to determine the need for the project? .	Review Documentation
		II 9	Is the proposed facility development directly aligned with existing Duke plans?	

* Link: Refer to the MIS system for information necessary to answer the question

Comments:

DRAFT

**A Plan to Develop Parks and Trails in the Fall Creek and
Keowee Town Access Areas On Lake Keowee**

Prepared by

M. Grant Cunningham, Ph. D.

For the

Oconee County Council

and

Harrison Orr, County Supervisor

August 31, 2000

TABLE OF CONTENTS

INTRODUCTION 2

A GUIDANCE PLAN..... 3

A BRIEF DESCRIPTION OF OUTDOOR WATER-RELATED RECREATION RESOURCES IN
OCONEE COUNTY..... 3

ACTIVITIES AND AMENITIES WITHIN THE COUNTY PARKS.. 4

A BRIEF HISTORY OF THE COUNTY PARKS IN OCONEE..... 6

THE RECREATION AND TOURISM INDUSTRY..... 8

ACTIVITIES..... 9

AVAILABILITY OF WATER-RELATED RECREATIONAL FACILITIES IN OCONEE CO 10

SETTING PRIORITIES FOR DEVELOPING FACILITIES 12

STATUS OF CURRENT FACILITIES..... 12

RECOMMENDATIONS 13

FALL CREEK PUBLIC ACCESS AREA DEVELOPMENT SCHEDULE 14

KEOWEE TOWN PUBLIC ACCESS AREA DEVELOPMENT SCHEDULE..... 15

DRAFT

A Plan to Develop Parks and Trails in the Fall Creek and Keowee Town Access Areas On Lake Keowee

Introduction

Duke Power through its “access area improvement initiative” offered Oconee County an opportunity to lease lakefront property along Lake Keowee for the development of park facilities for public access. Two current access areas – known as Keowee Town and Fall Creek – located along the northern section of the lake provide public access to the water, but, while improved with paved parking and landings, the sites are unmanaged for the most part. (See Figure 1 and Figure 2.) For Oconee County to assume the responsibility for managing the sites, it must submit plans and schedules for developing the access areas, which must be approved by Duke Power and appropriate state and federal agencies, including the Federal Energy Regulatory Commission (FERC).

Comprehensive, Long-Range Planning

A comprehensive, long-range plan for managing the public access areas on Lake Keowee should address the following:

1. a overall vision statement, goals and objectives for developing parks, trails and amenities that is in concert with the County’s park management plan;
2. an inventory and analysis of the sites for developing parks and trails;
3. a description of the activities desired within each park site or along a proposed trail based on input from appropriate parties;
4. a proposed design and layout of amenities and facilities for each site;
5. a schedule for phasing the development of each site to prevent spreading resources too thin;
6. a strategy to mobilize resources (human, funding, etc.) to complete each park site or trail;
7. a maintenance program for each park site and trail;
8. a methodology to evaluate the effectiveness of plan implementation.

A Guidance Plan

In responding to the offer from Duke Power to lease the Keowee Town and Fall Creek access areas, Oconee County is required to submit a schedule for site development, a management plan, a completed application form (Duke Power Recreation Area Lease Application), a schedule detailing hours of operation and applicable fees, and evidence that documents the authority of the county agency entering the lease agreement. Duke, FERC and other appropriate federal and state agencies will evaluate the plans and schedules submitted for each site to ensure a balance and variety of facilities are proposed. Accordingly, this guidance plan seeks to accomplish tasks listed below:

1. through consultation with Oconee County officials, or other relevant parties, develop a vision statement, goals and objectives;
2. through the use of existing maps of the County, previous studies and reports, and input from various groups and individuals, conduct an inventory and analysis of the potential park sites and proposed trails;
3. through a survey and/or focus group meeting with users, residents, managers, and officials of the County, determine the activities desired for each site;
4. through consultation with Oconee County officials and other relevant parties, outline phases for developing each park or trail, propose strategies to mobilize resources to complete each phase, recommend a maintenance program for each site or trail, and present a methodology to evaluate the effectiveness of the plan implementation.
5. no design or layout of park sites or trails would be provided under this agreement.

(In a letter dated May 15, 2000 from Charles J. Borawa, Senior Lake Management Representative for Duke Power, "the plans for facilities will also be compared to information collected in the recreation needs survey [that] Duke conducted in 1999." In a telephone conversation with Mr. Borawa in June, he indicated that no study for Lake Keowee was available, but a similar recreation use and needs study for the Catawba-Wateree Watershed could serve as guidance.)

A Brief Description of Outdoor Water-Related Recreation Resources in Oconee County

In Oconee County, recreational opportunities abound, particularly water-related activities. Three major lakes are adjoined along its eastern border: Lake Jocassee, Lake Keowee (18,500 acres), and Lake Hartwell. Lake Hartwell wraps around the southern end of the county merging with the Tugaloo River flowing from the western edge of the

county. The northern border is formed by the Chattooga River, a federally designated Wild and Scenic River since 1974. Additionally, the Chauga River recently received designation as a National Wild and Scenic River.

Oconee County is blessed with an abundance of managed recreational areas. A gateway to the Blue Ridge Mountains, the Sumter National Forest expands 80,000 acres across the northern portion of Oconee County and is managed by the U.S Forest Service. There are several smaller lakes found throughout the Sumter National Forest, including Lake Becky, Lake Cheohee, Lake Cherokee, Lake Leroy, Browns Lake, Crystal Lake, Horseshoe Lake, and others. Numerous meandering creeks and majestic waterfalls are disbursed throughout the National Forest also. In particular, Whitewater Falls and Issaqueena Falls are noted natural attractions, providing magnificent views for visitors to the area. Finally, a state-operated fish hatchery is located within the national forest.

Two wilderness areas are found in the northern portion of Oconee County. The Ellicott Rock Wilderness Area was established by Congress in 1975, and the Jocassee Gorges Wilderness Area was created by the State of South Carolina in November 1997 through the purchase of 32,000-plus acres in Oconee and Pickens Counties from Crescent Resources, Inc. Furthermore, the Foothills Trail allows hiking enthusiasts to traverse the entire area as it links the national forest to the two wilderness areas. Motorists can easily enjoy the Oconee experience using the three interconnected scenic highways that cross the County – State Highway 24, the Savannah River Scenic Highway; State Highway 11, the Cherokee Foothills Scenic Highway; and State Highway 107, a national scenic highway.

The South Carolina Department of Parks, Recreation and Tourism (SCPRT) manages four parks in the county. Devils Fork State Park borders Lake Jocassee and encompasses 644 acres. Lake Hartwell State Park encompasses 680 acres near the shores of Lake Hartwell. Oconee State Park has a total of 1365 acres within the Sumter National Forest, and historic Oconee Station State Park has a total 210 acres. No other county has four state-operated parks.

The county operates three county parks. High Falls County Park was the first facility developed by the County, opening in June 1972 on a 40-acre site along the shores of Lake Keowee off Highway 183 between Walhalla and the Keowee Key area. By 1974, an additional 20 were added to the park site. South Cove County Park is located on Lake Keowee also, just outside the City of Seneca. Lastly, Chau Ram County Park -- originally a park developed by the Town of Westminster -- lies four miles west of the town on Highway 76 at the confluence of Chau Ram River and Ramsey Creek. Both South Cove and Chau Ram Parks opened in 1973. Each of the parks have campsites with electrical and water hookups, bathhouses, and picnicking facilities.

Activities and amenities within the county parks. High Falls and South Cove County Parks are located on Lake Keowee. Fishing, boating, sailing and water skiing are readily accessible in both. High Falls is the largest of the three county parks with 130 campsites.

High Falls offers tennis, volleyball, putt-putt golf, a children's playground, horseshoe pits, a softball field, and a handicapped-accessible fishing pier. These amenities are available to day visitors, as well as overnight campers. The Alexander-Cannon-Hill House, a structure on the National Register of Historic Places, was relocated to High Falls County Park and now serves as a park office and general store.

South Cove County Park has 88 campsites that are situated on a peninsula, thus placing most of the campsites near the water. South Cove offers visitors tennis, volleyball, putt-putt golf, a children's playground, basketball goal, and a handicapped-accessible fishing pier. An antebellum graveyard within the park is a point of interest for some, as many of the graves have large rocks serving as their tombstones.

Chau Ram County Park, located on the Chauga National Wild and Scenic River, has 28 campsites, nature trails, and a children's playground. The park is described as "ideal for nature observation, picnicking, trout fishing, or river tubing. Ramsey Creek Falls (approximately 35 feet high and 100 feet wide) provide a beautiful background for outdoor events.

Table 1. Amenities in Oconee County Parks

	High Falls	South Cove	Chau Ram
Camping sites	130	86	28
Bath house	✓	✓	✓
Boat Ramps	✓	✓	none
Building Rental	1	1	1
Concession	✓	✓	none
Drink machines	✓	✓	✓
Dump Station	✓	✓	✓
Fishing pier	✓	✓	✓
Grills	✓	✓	✓
Ice	✓	✓	none
Picnicking	✓	✓	✓
Power/water	✓	✓	✓
Putt-putt golf	✓	✓	none
Shelters	2	1	4
Tennis courts	2 cts.	4 cts.	none
Wading/ Swimming area	✓	✓	✓

Source: Oconee County

The county parks are open to the public all year for camping and other activities. From Memorial Day weekend to Labor Day weekend a parking fee is charged on Friday,

Saturday, and Sunday. The charge is \$2.00 per vehicle and \$3.00 per bus or a vehicle with trailer attached. Camping rates are \$13.00 per night for Oconee County residents and \$15.00 per night for out-of-county visitors. Senior citizens receive a \$3.00 discount. Park superintendents reside in housing on the premises year-round.

A Brief History of the County Parks in Oconee

The Oconee County Parks, Recreation and Tourism Commission (PRTC) initiated the development of the first county park in 1971 when Duke Power decided to dispose of excess holdings surrounding the Keowee-Toxaway Project. The land for the first park site was located off Highway 183, two miles west of the Duke Power Visitors Center on High Falls Road. Duke offered to lease the land to the County at no charge, if the County agreed to manage the site. Duke Power even assisted in building the park by paving its boat ramp. Though construction of the park was not completed, it opened for limited use on June 1, 1972, having only about 28 campsites. By the summer of 1973, High Falls County Park was fully operational, and two other park sites were in development. South Cove County Park, located outside of Seneca on Lake Keowee, was built also on land leased to the county from Duke Power at no charge. Chau Ram Park was owned by the Town of Westminster and leased to the county for 25 years. It was originally developed in the early 1930s using Civilian Conservation Corps labor. Located about three miles west of the town off Highway 76 on Chau Ram Park Road, the park needed numerous repairs and upgrades to make it available as a county park.

Newspaper accounts of the development of these parks indicate that funding for the sites was problematical at times, but funds arrived to complete the construction projects. In 1973, High Falls construction costs total \$124,290; South Cove's totaled \$57,350; and, Chau Ram's \$38,300. The U.S. Bureau of Outdoor Recreation (BOR) provided 50 percent of the funds for High Falls, with 25 percent coming from the Appalachian Council of Governments (ACOG) and remaining 25 percent from the county. South Cove and Chau Ram also received 50 percent of their funding from BOR, with the other 50 percent for each park provided by the county. Additionally, full-time superintendents were hired to manage each park, and a program manager was employed to plan and coordinate activities for each site.

The success in developing and operating these three parks inspired the Oconee County Parks, Recreation and Tourism Commission and other county leaders to seek the acquisition of lands for park development. In December 1973 the Commission proposed sending the Army Corps of Engineers a request to allow the county to lease and develop four areas on Lake Hartwell for parks. County leaders felt the time was ripe for this transaction with a bill pending before Congress that would offer federal funding to entities such as the county PRTC for park development. The four areas sought were: 60 acres on Martin Creek near the Seneca Marina, 396 acres at Choestoea about eight miles from Westminster on Dr. John's Road, over 200 acres near Coneross fish camp, and Oconee Point located southeast of Seneca on Road 21. However, by August 1974, only

Choestoca was targeted for developing another county park. The Corps of Engineers sent leases for the properties to the county in 1975 and others years, but support apparently dwindled since those sites were never developed into parks by the county. The existing three parks remained the focus of county efforts, though four boat landings on Lake Hartwell are managed by the county currently – Holder’s Landing, Seneca Creek, South Union, and Timberland Landing.

Over the years numerous improvements and expansions occurred in the parks, and matching grants to fund these activities were sought and obtained from various sources. The Bureau of Outdoor Recreation was a leading source for such funds before it was abolished in the early 1980s by the Regan Administration.

In March 1977 Ben Sullivan was hired as the director of the Oconee County Department of Parks, Recreation and Tourism. As part of his compensation for the job, he was provided free housing at South Cove Park, and the construction of a residence was underway with an expected completion date in June 1978. The house was not completed until October 1979, however, at a cost estimated around \$40,000 – roughly twice the amount originally budgeted for the house in 1976. The director’s position experienced a period of instability from late 1989 to early 1991 as three resigned from the job over the period. Alex James, the superintendent at Chau Ram Park, took the helm in 1991 and held the position until its elimination in 1998.

An examination of the cumulative total for the operating budget, actual expenditures and revenue generated by the parks indicates that growth has occurred at a moderate rate over the past 28 years. For instance, the operating budget was \$90,000 for the 1978-79 fiscal year and \$108,523 for FY 1979-80. Revenue from the parks totaled \$65,000 in FY 1977-78 and dipped to \$59,000 in FY 78-79. By the 1992-93 fiscal year, the budget for operating the county parks totaled \$235,342, while the revenue generated was about \$105,000. The table below provides a look at the operating budget, actual expenditures and revenues generated:

Table 2. Oconee County Total PRT Account for Six-Year Period

Fiscal Year *	Proposed Budget	Expenditures	Revenue
1996	493,556	454,730	161,289
1997	551,671	529,095	183,893
1998	531,720	487,911	260,998
1999	552,274	465,535	222,714
2000	589,022	Not available	Not available
2001	612,218		

Source: Oconee County Finance Department

* Fiscal Year Ends June 30.

The Recreation and Tourism Industry

Across the nation, recreation and tourism -- particularly involving water-related areas and activities -- supported jobs for more than 6.8 million people and generated annual sales of more than \$450 billion in 1996. Data collected on South Carolina for the same year indicates that the state hosted 32 million visitors having expenditures totaling \$6.1 billion. The total economic impact of the tourism industry (generated by visitor expenditures and business investments) was over \$13.1 billion in direct and indirect output. Further, the recreation and tourism sector generated \$4.1 billion in wages for South Carolinians employed in related jobs. Finally, \$469 million in local and state tax revenues were generated by tourism in 1996.

Specific data on the effect of recreation and tourism on the local economy is sporadic or unavailable. Information from SCPRT indicated that in 1996 the Discover Upcountry district, which includes Anderson, Cherokee, Greenville Oconee, Pickens, and Spartanburg Counties, was visited by 5.3 million tourists, with many coming from neighboring North Carolina and Georgia. The total economic impact (direct and indirect) of the Discover Upcountry tourism industry in 1996 was \$2.1 billion, with state and local governments collecting over \$68 million in tax revenues generated by the industry. New capital investments in the region for 1996 totaled \$277 million, 34% of the statewide \$804 million, on 99 tourism-related facilities. (The total for specific counties was unavailable.)

More recent data available for 1998 indicates that the economic impact of tourism in the Discover Upcountry region rose to \$2.3 billion during the year (16% of statewide total). Tax revenues dropped to \$66.7 million; capital investments totaled only \$124 million; and travel expenditures reached \$1.06 billion. Over 19,000 people were employed in the tourism related jobs for the year.

In the Pendleton District (Anderson, Oconee and Pickens), the total economic impact of tourism reached \$400 million in 1998, with \$14.7 million in tax revenues generated by industry. Travel expenditures in the three counties totaled \$171 million, and capital investments reached \$36.4 million. Approximately 2,805 people were employed in tourism related jobs for the year.

In Oconee County, travel expenditures rose from \$31.4 million in 1997 to \$33.8 million (+ 7.6%). State and local taxes generated by the industry increased also from \$3.1 million to \$3.3 million (+ 6.45%). Further, capital investments for the county totaled \$500,000 for 1998 (no data available for 1997), and 450 individuals were employed in tourism related jobs, up from 425 reported in 1997.

Only sporadic data is available on the number of visitors to the county, particularly the county parks. In 1990, it was reported that 77,000 people visited a park in Oconee County, with campers totaling 7000 at High Falls and 5500 at South Cove. Use of the shelter reached 12,500 in High Falls and 8000 in South Cove. No data was available for

Chau Ram. By 1999, over 280,000 people visited the county's park, with High Falls hosting 119,000 and South Cove 161,000. Again, no data is available for Chau Ram. The table below summarizes information provided about park visitation.

Table 3. Number of Visitors to the County Parks

	Chau Ram		High Falls		South Cove		Total
	Campers	Shelter	Campers	Shelter	Campers	Shelter	
1990	N/A	N/A	7000	12,500	5500	8000	
1990 Total all 3							77,000
1996			119,000		161,000		280,000

Activities

Nearly all Americans participate in water-related recreation and tourism, spending about 10 percent of their income on recreational activities. Sales of kayaks and canoes alone exceeded \$99 million in 1996. Some 35 million American fishermen spent \$38 billion on the sport in the same year.

According to the report "South Carolina Recreation Participation and Preference: 1999 Summary of Major Findings" issued by the South Carolina Department of Parks, Recreation and Tourism walking for pleasure or exercise remains the activity in which the largest percentage of the state's residents participates. The percentage who reported walking for pleasure or exercise in 1999 was 82.8%, increasing from 80.2% in 1994 and 80.5% in 1990. Following walking for pleasure or exercise, the recreational activities participated in by the largest percentage of South Carolinians include: going to a movie (66.8%), beach swimming or sunbathing (63.1%), attending outdoor sporting events (62.1%), driving for pleasure (61.9%), pool swimming (56.4%), picnicking (55.7%), working out with weights or exercise machines (52.5%), and visiting historical sites (51.4%). Each of these activities was participated in at least once during the past twelve months by more than half of the state's population age 12 or older.

The level of participation for activities that might be offered in a managed, lakeside park ranged from moderately high to low, including: picnicking (55.7%); freshwater fishing (38.0%); watching wildlife (36.5%); bird watching (35.2%); motorboating (33.0%); lake or river swimming (30.5%); camping (24.7%); guided nature trail/study (24.5%); hiking (18.9%); jet skiing (11.1%); water skiing (8.4%); canoeing, kayaking, rafting (8.1%); and sailing (3.4%).

Determining the type of activities and the level of participation by type of activity is important for setting priorities to develop a site as a public park. In 1999 Duke Power conducted a recreation use and needs study for its Catawba-Wateree Hydroelectric Project located on the Catawba River. The Catawba River begins in western North Carolina and flows easterly and southerly into South Carolina joining the Big Wateree Creek to form

the Wateree River. The Catawba-Wateree Project spans over 200 river miles and encompasses approximately 1600 miles of shoreline within nine counties in North Carolina and five counties in South Carolina. Thirteen hydropower plants and 11 reservoir lakes comprise the system. A survey questionnaire administered to recreational users of these water resources indicated that a majority of respondents participated in bank/pier fishing (over 50%). The combined overall distribution of recreation activity type among users of these water resources is listed as follows: bank/pier fishing, 50%; boat fishing, 23%; motor boating, 8%; lake swimming, 4%; jet skiing, 3%; water skiing/tubing, 3%; picnicking, 2%; sightseeing, 2%; sailing 1.5%; nature study/wildlife viewing, 1%; canoeing, 1%; with the remaining activities having participation level less than 1%, including bicycling, hiking, hunting, tent/vehicle camping, and playgrounds use.

According to Duke Power officials the results of the Catawba-Wateree study should be applied to recreational users of Lake Keowee in determining the level of participation among various activities. Further, in planning the development of recreational facilities for the potential park sites on Lake Keowee in Oconee County, Duke Power suggested using these same information from its Catawba-Wateree recreation use and needs study. In that study, respondents were asked to identify the type of facilities needed at the site they visited. The facilities mentioned most often by the respondents were "campsites, picnicking, swimming areas, trails, restrooms, gas, pumpouts and fishing areas."

Availability of Water-Related Recreational Facilities in Oconee County

A variety of water-related recreational opportunities is available in Oconee County, perhaps unmatched elsewhere in the state, except along the coastline. Several public campgrounds are located near the shores of the lakes and rivers in the county, and numerous paved boat ramps are dispersed throughout the area providing public access to the magnificent water resources. (See Table 4 and Table 5 below.) Additionally, privately-owned marinas and campgrounds are operated on lakes Keowee and Hartwell.

**Table 4. Public Campgrounds in Oconee County
(Spaces for RVs include power and water hookup; tent sites not included)**

Site	Operator	Location	Spaces
Chau Ram County Park	Oconee Co.	Chauga River, near Westminster	28
Cherry Hill Rec. Area	U.S.F.S.	Sumter National Forest; Off SC 107	29 +
Coneross Campground	Army Corps	Lake Hartwell; 10 mi. SE of Seneca	104
Devil's Fork State Park	SCPRT	Lake Jocassee; 3 mi. N. of Hwy 11 on County Road 25	59 *
High Falls County Park	Oconee Co.	Lake Keowee; Off SC 183	130
Lake Hartwell State Park	SCPRT	Lake Hartwell; Hwy 11 off I-85	117
Oconee Point Campgrnd.	Army Corps	Lake Hartwell; 8 mi. SE of Seneca	63
Oconee State Park	SCPRT	Off SC 107; Mountain Rest, SC	140
South Cove County Park	Oconee Co.	Lake Keowee; Off SC 28 in Seneca	86

Source: Anderson Independent-Mail + no hook ups * also 20 mountain cabins available

Table 5. Public Boat Landings in Oconee County

Ramp Name		Body of Water	Administrator	Directions
Barton Mill		Lake Hartwell	Oconee Co.	Hwy. 11/Tugaloo Shores S/D
Choestoa Park	(CN)	Lake Hartwell	Army COE	Off SC 20 N/Dr. Johns Rd.
Coneross Creek	(CW)	Lake Hartwell	Army COE	Off Coneross Park Rd./Seneca
Fairplay Landing		Lake Hartwell	Army COE	Off SC 59/ I-85 Exit 2
Friendship	(CN)	Lake Hartwell	Army COE	Off Road 184/Coneross Park
Holder's Landing		Lake Hartwell	Oconee Co.	Off SC130
Lake Hartwell State Park		Lake Hartwell	SC PRT	Exit 1 off I-85 onto S.C. 11
Lawrence Bridge	(CN)	Lake Hartwell	Army COE	Off SC 27 near Newry
Martin Creek		Lake Hartwell	Army COE	Off Road 65 near Clemson
Mountain Bay		Lake Hartwell	Oconee Co.	Off SC 20 /Foxwood Hills S/D
Mullins Ford	(CW)	Lake Hartwell	Army COE	Off Dr. Johns Rd./Westminster
Oconee Point	(CW)	Lake Hartwell	Army COE	8 mi. SE of Seneca/ Co. Rd 21
Port Bass		Lake Hartwell	Oconee Co.	Off Hwy. 11/Port Bass S/D
River Bend (Lakeshore)		Lake Hartwell	Oconee Co.	SC 182/Fair Play Shores S/D
Seneca Creek		Lake Hartwell	Oconee Co.	Off U.S. 76 near Clemson
Seneca Marina		Lake Hartwell	Army COE	Off SC 93
South Union		Lake Hartwell	Oconee Co.	Off SC 11/5 mi. N. of I-85
Tabor Access		Lake Hartwell	Army COE	Off SC 123/ Tabor Rd.
Timberlake Landing		Lake Hartwell	Oconee Co.	Off SC 24 at Townville
Devil's Fork 1		Lake Jocassee	Duke Power	Off SC 11/N. on Co. Rd. 25
Devil's Fork 2		Lake Jocassee	Duke Power	Off SC 11/N. on Co. Rd. 25
Jocassee 1		Lake Jocassee	Duke Power	Off SC 11/N. on Co. Rd. 25
Jocassee 2		Lake Jocassee	Duke Power	Off SC 11/N. on Co. Rd. 25
Cane Creek Access		Lake Keowee	Duke Power	Off Road 188 near Seneca
Fall Creek Access 1 & 2		Lake Keowee	Duke Power	Shallow Ford Rd to Fall Creek
High Falls Co. Park	(CN)	Lake Keowee	Oconee Co.	Off SC 183/NE of Walhalla
Keowee Town Access		Lake Keowee	Duke Power	Off Nimmons Bridge Rd.
South Cove Co. Park	(CN)	Lake Keowee	Oconee Co.	Off SC 28/North of Seneca
Stamp Creek Access		Lake Keowee	Duke Power	Off SC 183/Stamp Creek Rd.
Tugaloo Access		Lake Tugaloo	Georgia Power	Off U.S. 76/Damascus Church Rd. to Bull Sluice Rd.

CN - Landings closed at night (times posted at ramp) CW - Landings closed during the winter months
 Source: S.C. Department of Natural Resources, *Outdoor Guide: A County by County Atlas*, 1994.

Growth in Oconee County

For the year 2000, Oconee County has an estimated population of 66,000. Oconee County is adding approximately 1000 residents each year, and estimates from the South Carolina Statistical Abstract indicate that by the year 2015, over 81,000 will reside in the

county. An indication of the high use of the water resources by residents is derived from the steady increase in boat registrations in the county, rising from 5,809 in 1994 to 7,348 (+26.4%) in 1998.

Setting Priorities for Developing Facilities

In considering the development of county parks at the Fall Creek and Keowee Town access areas, an emphasis on developing facilities for activities that create the highest demand for recreational use of the lake is suggested. While providing for multiple use is warranted, decreasing user conflict is perhaps a greater consideration in ensuring visitors enjoy their recreational experience. From the studies discussed earlier, along with the facilities presently located on Lake Keowee, the activities creating the highest demand for public access to the lake are: fishing, boating, sunbathing, and wading areas. Additionally, camping, jet skiing, picnicking, trail walking, and nature observation are activities requiring consideration.

In prioritizing the facilities for development at the two sites, cost, scheduling construction, maintenance and management are factors that dictate decision making. Some activities require fewer resources to put in operation than others, particularly shoreline fishing, sunbathing, picnicking, primitive camping, trail walking, and nature observation. Sound management strategies to prevent user conflicts are essential for these activities. Other activities, like RV camping with hookups, boating, jet skiing, and swimming/wading, require the construction and maintenance of campsites and launching ramps and/or personnel for on-site management.

Status of Sites Proposed for Park Development

Both the Fall Creek Landing and the Keowee Town Landing provide paved boat ramps with attendant paved parking areas. (Fall Creek has three boat ramps and 46 vehicle with boat trailer parking spaces, and Keowee Town has two boat ramps with 45 vehicle with boat trailer parking spaces.) Signs regarding usage and a few trash receptacles are found at each site, but no other amenities are present. The paved areas of both landings appear to be in good repair; however, trash was strewn about each site in some spots, and the some of the signs were vandalized. No restrooms are available at either site.

Jet skiing is a primary activity found in the immediate area around both sites, but the number of boat trailers found in the parking lots indicate that heavy use by boaters may be more prevalent. The boaters, of course, use the landing and travel farther from the immediate site. Additionally, swimmers, sunbathers, and picnickers are found along the shoreline where space is available. The Keowee Town Landing has little space along the shore for such activities. The Fall Creek Landing has several small pocket beach areas and one large beach space along its shoreline. Not surprisingly, these areas are not used by shoreline fishermen during the peak use hours for boating and jet skiing.

From reports in the newspaper and conversations with users and county officials, these two sites are not considered safe. Though the sites appear to be tranquil havens, alcohol drinking, fist fighting, thievery, and vandalism is common, particularly at the Fall Creek Landing. The frequency of a sheriff patrol is unknown. Additionally, a drowning has occasionally occurred at the Fall Creek Access.

Recommendations

1. Oconee County should acquire the sites and initiate Phase 1 of its management plan immediately.
2. Oconee County must appropriate sufficient funding to carry out Phase 1 of its management plan.
3. Phase 1 of the management plan should last for a period of three to five years.
4. Phase 1 of the management plan should entail the establishment and placement of signage, trash receptacles, picnic tables and grills, and restroom facilities (permanent or portable).
5. Phase 1 optional items: water fountains, foot showers, entry gatehouse and barrier, and primitive campsites.
6. Phase 1 must include the hiring of an on-site ranger for Fall Creek property (maybe seasonal) to manage day-to-day operation of the site. Keowee Town property could be managed by periodic patrol during Phase 1.
7. Other Phases of site development must be determined, including sewer line, shelters, playgrounds, athletic amenities (i.e., basketball court, tennis court, trails, etc.), and camping areas (RV with hookups and primitive).

FALL CREEK PUBLIC ACCESS AREA DEVELOPMENT SCHEDULE

	Phase I (3 to 5 years) 2005	Phase II (5 years) 2010	Phase III (5 years) 2015	Phase IV (5 to 10 yrs.) 2025
Income				
Fees	10,000	50,000	150,000	200,000
Grants	150,000	200,000	230,000	250,000
Total	160,000	250,000	380,000	450,000
Expenses				
On-site manager	200,000	250,000	300,000	400,000
On-site housing	30,000	30,000	30,000	30,000
Part-time employees	100,000	150,000	180,000	230,000
Fishing pier	100,000			
Grills	3,000	3,000		
Picnic tables	4,000	4,000		
Shelters	25,000	25,000		
Signs	3,000	3,000	4,000	4,000
Trash receptacles	1,000	2,000	3,000	4,000
Restrooms	30,000	5,000	6,000	8,000
Water fountains	7,000	2,000	3,000	3,000
Foot showers	4,000	2,000	2,000	2,000
Entry gatehouse	8,000			
Security gate	10,000	5,000		
Primitive campsites	4,000	5,000	6,000	
RV campsites w/hookups		20,000	30,000	
Trail construction	15,000	20,000		
Total	544,000	526,000	564,000	681,000
Operation				
Maintenance	40,000	60,000	80,000	100,000
Security	5,000	6,000	8,000	10,000
Utilities	10,000	15,000	18,000	25,000
Misellaneous	10,000	10,000	10,000	10,000
Total	65,000	91,000	116,000	145,000

KEOWEE TOWN PUBLIC ACCESS AREA DEVELOPMENT SCHEDULE

	Phase I (3 to 5 years) 2005	Phase II (5 years) 2010	Phase III (5 years) 2015	Phase IV (5 to 10 yrs.) 2025
Income				
Fees	3,000	5,000	5,000	6,000
Grants	20,000	25,000	30,000	35,000
Total	23,000	30,000	35,000	41,000
Expenses				
Grills	1,000	1,000	1,000	1,000
Picnic tables	2,000	2,000	2,000	2,000
Shelter	25,000			
Signs	1,000	1,000	1,000	1,000
Trash receptacles	1,000	1,000	2,000	2,000
Restrooms	30,000			
Water fountains	7,000			
Foot showers	2,000			
Security gate	10,000			
Total	79,000	5,000	6,000	6,000
Operation				
Maintenance	5,000	6,000	8,000	10,000
Utilities	5,000	5,000	5,000	5,000
Misellaneous	2,000	2,000	3,000	10,000
Total	12,000	13,000	16,000	25,000

COPY**Part II LLEBG Application****Local Law Enforcement Block Grants Application Fiscal Year 1999**

The following is a printout of your jurisdiction's online application for the Fiscal Year 1999 Local Law Enforcement Block Grants (LLEBG) Program. Your jurisdiction's chief executive officer (or an official delegate) has completed the information listed below and electronically submitted it to the Bureau of Justice Assistance (BJA) for approval.

Jurisdiction			
Name of Jurisdiction: OCONEE COUNTY		State: SC	
Federal Award Amount: \$41,019	Match Amount: 4558	Census ID#: 411037037	OJP Vendor ID#: 576000391

Chief Executive Officer Information			
Name: Harrison Orr	Title Supervisor	Address: 415 S. Pine St. Walhalla 29691	Ph: (864) 638-4242 X

Programmatic Contact Information			
Name: Steve Pruitt	Title Chief Deputy	Address: 415 S. Pine St. Walhalla SC 29691	Ph: (864) 638-4117 X

The Omnibus Fiscal Year 1999 Appropriations Act, Public Law 105-277, provides funds for the implementation of the LLEBG Program, to be administered by BJA, U.S. Department of Justice. The purpose of the LLEBG Program is to Provide units of local government with funds to underwrite projects to reduce crime and improve public safety. The LLEBG Program allows jurisdictions to fund criminal justice initiatives in the following seven purpose areas: supporting law enforcement; enhancing security measures; establishing or supporting drug courts; enhancing the adjudication of cases involving violent offenders; establishing multijurisdictional task forces; establishing community crime prevention programs; and indemnification insurance.

The LLEBG Program is administered by the State and Local Assistance Division, BJA. If you have any questions, please contact us at (202) 305-2088.



* indicates required



ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

Local Law Enforcement Block Grants Program
Fiscal Year 1999 Application

PAYEE/COMPANY INFORMATION	
NAME: OCONEE COUNTY	SSN NO. OR TAXPAYERID NO: 576000391
ADDRESS: 415 S. Pine St. Walhalla, SC 29691	
CONTACT PERSON NAME: Sally Lowery	TELEPHONE NUMBER: (864) 638-4236

FINANCIAL INSTITUTION INFORMATION	
NAME: Community First Bank	
ADDRESS: P.O. Box 1097 Walhalla, SC 29691	
ACH COORDINATOR NAME: Carol Wilson	TELEPHONE NUMBER: (864) 638-2105
NINE-DIGIT ROUTING TRANSIT NUMBER: 053202130	
DEPOSITOR ACCOUNT TITLE: Oconee Co. L. E. Block Grant	
DEPOSITOR ACCOUNT NUMBER: 500206917	
TYPE OF ACCOUNT Bond Pub. Fund Acct.	Is this account interest bearing? Yes
CERTIFICATION BY AUTHORIZED OFFICIAL: I certify that the above information regarding Jurisdiction Name and Routing Transit Number is accurate. YES Please print your name and title:	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	TELEPHONE NUMBER: (864) 638-2105

Application was submitted on 11-OCT-99.

LLEBG FY 1999 Application			
Date Certified :		Date Submitted : 11-OCT-99	
Jurisdiction Information			
Jurisdiction: Oconee County	County: OCONEE	State: SOUTH CAROLINA	CDFA Number: 16.592
Budget Information			
Eligible Award Amount: \$45,577	Final Award Amount: \$41,019	Match Amount: \$4,558	Matching Funds Description: State and Local Government Units
CEO Information			
Title: Supervisor	Name Prefix: Mr.	Last Name : Orr	First Name : Harrison
Address: 415 S. Pine St. Walhalla, SC 29691	Telephone: (864) 638-4242	Fax: (864) 638-4241	Email: lyoung@oconeesc.com
CEO Designee Information			
Title: Chief Deputy	Name Prefix: Mr.	Last Name : Pruitt	First Name : Steve
Address: 415 S. Pine St. Walhalla, SC 29691	Telephone: (864) 638-4117	Fax: (864) 638-4208	Email: ocpruitt@carol.net
Application Details			
Date Agreed to Trust Fund Requirement:		Applicant is PSOHB Compliant: No	
Date Agreed to SPOC Requirement:		Date Agreed to SAA Review Requirement:	
Date Agreed to Certifications:		Date Agreed to Assurances:	

Close Window

COPY

REC. 09/18/00 FROM S. PRUITT

Steve Pruitt

From: <ojp@ojp.usdoj.gov>
To: <ocpruitt@carol.net>
Sent: Tuesday, September 12, 2000 6:00 PM
Subject: Request for Drawdown Processed

COPY

Your request for drawdown has been processed for the Fiscal Year 1999 Local Law Enforcement Block Grant Program. Funds will be deposited into your jurisdictions' official Office of Justice Programs bank account of record within 72 banking hours.

Rec. 09/18/00 FROM S. PRUITT

09/13/2000



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

COPY

Office of the Director

Washington, D.C. 20531

October 22, 1999

Mr. Orr
Supervisor, Oconee County
415 S. Pine St.
Walhalla, SC 29691

RE: Fiscal Year 1999 Local Law Enforcement Block Grants Program

Dear Mr. Orr:

I am pleased to inform you that I have approved the application for funding under the Bureau of Justice Assistance's (BJA) Fiscal Year 1999 Local Law Enforcement Block Grants (LLEBG) Program in the amount of \$41,019 for Oconee County. The purpose of the LLEBG Program is to reduce crime and improve public safety. This Block Grant Award may be used for any of the purpose areas described in the statute.

Enclosed you will find the Grant Award and Special Conditions documents. If you have any programmatic questions regarding this award, please contact BJA's State and Local Assistance Division at (202) 514-6638. In addition, all financial questions regarding this award should be directed to the Office of the Comptroller, Customer Service Division at (800) 458-0786.

I look forward to a continuing partnership with Oconee County in furtherance of this important criminal justice program.

Sincerely yours,

Nancy E. Gist

Nancy E. Gist
Director

Attachments

Rec. 09/11/99 10:00 AM G. G. Gist



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

October 22, 1999

Mr. Orr
Supervisor, Oconee County
415 S. Pine St.
Walhalla, SC 29691

Dear Grant Recipient:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. sec. 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 5107, Washington, D.C. 20531.

Additional Instructions For Grantees Receiving \$500,000 Or More:

1. In accordance with Assurance No. 15, each grantee that receives \$500,000 or more (or \$1,000,000 in an 18- month period), and has 50 or more employees, must **submit** an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address. ¹
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The enclosed Seven-Step Guide to the Design and Development of an EEOP (which includes an EEOP Short Form) will assist you in completing this requirement.
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return **applicable** portion of Certification Form to OCR within 60 days.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the attached Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return **applicable** portion of Certification Form to OCR within 60 days.

¹ If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within this grant period, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OCR showing that your EEOP or certification is acceptable.

Additional Instructions For Grantees Receiving Under \$25,000:

5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEO) in accordance with Assurance No. 15. No Certification is required.

Instructions for All Grantees:

6. In addition, **all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce**, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at:
<http://www.ojp.usdoj.gov/oct/>.

Sincerely,



Inez Alfonzo Haller
Director, Office for Civil Rights

cc: Grant Manager
Financial Analyst

² The employment practices of certain Indian Tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD

GRANT
 COOPERATIVE AGREEMENT

1. GRANTEE NAME AND ADDRESS (Including Zip Code) Oconee County 415 S. Pine St. Walhalla, SC 29691		4. AWARD NUMBER: 2000-LB-VX-0533													
1A. GRANTEE IRS/VENDOR NO. 576000391		6. AWARD DATE 10/22/1999													
2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)		8. SUPPLEMENT NUMBER													
2A. SUBGRANTEE IRS/VENDOR NO.		9. PREVIOUS AWARD AMOUNT \$0.00													
3. PROJECT TITLE FY 1999 Local Law Enforcement Block Grants (LLEBG) Program		10. AMOUNT OF THIS AWARD \$41,019													
12. SPECIAL CONDITIONS (Check, if applicable) <input checked="" type="checkbox"/> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED &<CF_ATCH_PAGES> PAGES		11. TOTAL AWARD \$41,019													
13. STATUTORY AUTHORITY FOR GRANT															
<input type="checkbox"/> TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968. 42 U.S.C. 3701, ET. SEQ., AS AMENDED <input type="checkbox"/> TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974 42 U.S.C. 5601, ET. SEQ., AS AMENDED <input type="checkbox"/> VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED <input checked="" type="checkbox"/> OTHER (Specify): Omnibus Consolidated and Emergency Supplement Appropriations Act, 1999 (Public Law 105-277)															
14. FUTURE FISCAL YEAR(S) SUPPORT:															
SECOND YEAR'S BUDGET PERIOD: N/A		AMOUNT OF FUNDS: N/A TYPE OF FUNDS: _____													
THIRD YEAR'S BUDGET PERIOD: N/A		AMOUNT OF FUNDS: N/A TYPE OF FUNDS: _____													
15. METHOD OF PAYMENT THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO															
AGENCY APPROVAL		GRANTEE ACCEPTANCE													
16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Nancy E. Gist, Director Bureau of Justice Assistance		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Harrison Orr Supervisor													
17. SIGNATURE OF APPROVING OJP OFFICIAL <i>Nancy E. Gist</i>		19. SIGNATURE OF AUTHORIZED GRANTEE	19A. DATE												
AGENCY USE ONLY															
20. ACCOUNTING CLASSIFICATION CODES		21. L18M14													
<table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>V</td> <td>LI</td> <td>80</td> <td>00</td> <td>00</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	X	V	LI	80	00	00	L100U00533	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS										
X	V	LI	80	00	00										



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

GRANT
 COOPERATIVE AGREEMENT

PAGE 2 OF 5

PROJECT NUMBER: 2000-LB-VX-0533

AWARD DATE 10/22/1999

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient agrees to comply with the organizational audit requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19.
3. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: *(NOTE: This excludes press releases, newsletters, and issue analysis.)*

"This project was supported by Grant No. 2000-LB-VX-0533 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
4. The recipient agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice.
5. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in funds from the award being frozen, until such time as the recipient is in compliance.
6. The recipient agrees to provide and expend a 10 percent cash match (calculated as 1/9 of the Federal award amount) before the end of the 24 month grant expenditure period. The recipient is reminded that the matching funds are auditable under Special Condition #2, and will be binding to the recipient.
7. The recipient is required to establish a trust fund account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to expend the grant funds in the trust fund (including any interest earned) during the 24 month grant expenditure period. *Grant funds (including any interest earned) not expended by the end of the 24 month period must be returned to the Bureau of Justice Assistance (BJA) along with the final submission of the Financial Status Report (SF-269A) by the end of the 27 month.*



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJIDP
 BJS NJJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

GRANT
 COOPERATIVE AGREEMENT

PAGE 3 OF 5

PROJECT NUMBER: 2000-LB-VX-0533

AWARD DATE 10/22/1999

SPECIAL CONDITIONS CONTINUED

8. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, as described in the applicable purpose area of Subpart A section 101(a)(2), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform non-administrative public safety service.
9. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and support personnel, that the unit of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.
10. The recipient agrees, if funds are used for enhancing security or crime prevention, that the unit of local government --
 - (a) has an adequate process to assess the impact of any enhancement of a school security measure that is undertaken under subparagraph (B) of section 101(a)(2), or any crime prevention programs that are established under subparagraphs (C) and (E) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken or the program is established;
 - (b) will conduct such an assessment with respect to each such enhancement or program; and
 - (c) will submit to the BJA an annual written assessment report, via the Internet system.
11. The recipient agrees that prior to expenditure of any LLEBG funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient must also provide verification to BJA of the public hearing. At the hearing, persons shall be given the opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation. *The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.*
12. The recipient agrees that prior to expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following; however, it may be broader:



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJIDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

GRANT
 COOPERATIVE AGREEMENT

PAGE 4 OF 5

PROJECT NUMBER: 2000-LB-VX-0533

AWARD DATE 10/22/1999

SPECIAL CONDITIONS CONTINUED

- a) the local police department or sheriff's department;
- b) the local prosecutor's office;
- c) the local court system;
- d) the local school system; and
- e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.

The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.

FOR LOUISIANA PARISH RECIPIENTS:

The recipient agrees that prior to expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make *binding* recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following; however it may be broader:

- a) the local police department or sheriff's department;
- b) the local prosecutor's office;
- c) the local court system;
- d) the local school system; and
- e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.

The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.



U.S. DEPARTMENT OF JUSTICE
 OFFICE OF JUSTICE PROGRAMS

OJP BJA OJDP
 BJS NIJ OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION SHEET

GRANT
 COOPERATIVE AGREEMENT

PROJECT NUMBER: 2000-LB-VX-0533

AWARD DATE 10/22/1999

SPECIAL CONDITIONS CONTINUED

13. The recipient has certified it is not in compliance with the Public Safety Officers' Health Benefits Provision of the Omnibus Consolidated and Emergency Supplement Appropriations Act for 1999. Therefore, the recipient will receive not more than 90 percent of the eligible award amount (or, if less than the eligible amount was requested, of that amount). This provision makes no allowances for a unit of local government to come into compliance during the life of the award, consequently BJA will not consider requests to adjust the adjusted award amount.

14. Criminal Intelligence Systems operating with support of Federal funds, must comply with 28 CFR, Part 23, if the recipient chooses to implement this project.

15. At the allocation area

16. The recipient is required to provide a copy of the award and

See # 14

17. The recipient is required to provide a copy of the award and

Criminal Intelligence Systems

GRANTEE ACCEPTANCE OF SPECIAL CONDITIONS



U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

COPY

Date of Offer: August 30, 2000

Project Number: 3-45-0016-09
Contract Number: DTFA06-00-A-80081

RECIPIENT: Oconee County Council (Herein called Sponsors)
Airport: Oconee County Regional

OFFER

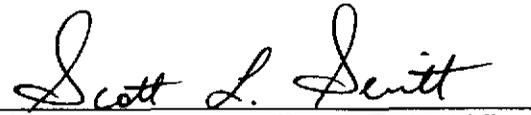
THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of ninety percent of the allowable costs incurred in accomplishing the project consisting of the following:

Improve Runway 7-25 Safety Areas, Phase III;
Extend (244' for a runway length of 4400'), Widen (by 25' for a runway width of 100'), and Rehabilitate Runway 7-25, Phase I

as more particularly described in the Project Application dated August 9, 2000.

The maximum obligation of the United States payable under this Offer shall be \$1,711,082 for airport development. This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated September 1, 1999.

Executed this _____ day of _____, 2000 .
(Seal)

Oconee County Council
Name of Sponsor

Attest

Signature of Sponsor's Designated Official Representative

Title

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Date

OCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
FROM: Melissa Brown
DATE: September 14, 2000
SUBJECT: Grant Agreement with the FAA - AIP-3-45-0016-09

I would like to request that you place the "Grant Agreement" with the Federal Aviation Administration for AIP 3-45-0016-09 on the 09/19/00 Oconee County Council Meeting Agenda. The FAA is currently revising this agreement and we plan to have the agreement itself to Council to review on Tuesday. "Terms and Conditions of Accepting Airport Improvement Program Grants" is attached for your review. It is incorporated into the grant agreement by reference and is not undergoing any revision.

The "Application for Federal Assistance" for this project received Council approval on 08/01/00 in the total amount of \$2,688,975.00. We have not yet received approval for all of the projects requested in this application. The offer presented by the FAA at this time is for \$1,711,082.00. The State and Local match will be \$25,060.11 each. The project total approved is \$1,901,202.22.

Per TB, the FAA does support the entire project and is prepared to approve additional dollars as early as December 2000 or January 2001. There will be additional match dollars required at that time. However we anticipate that they will remain under the \$134,448.00 that Council approved with the application on 08/01/00.

We have not yet submitted an application to the State. Mr. Paul Werts, State Airport Planner, requested that we wait to submit this application until receipt of FAA approval. We intend to submit a request for \$25,060.11 and present an additional request along with the FAA application in December / January. We anticipate presenting the state application to Council within the next several weeks.

Please do not hesitate to contact me with any questions or comments.

Melissa L. Brown, Grants Coordinator



*U. S. Department
of Transportation
Federal Aviation
Administration*

TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. DEFINITIONS

- A. Sponsor - An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted Grant Agreement.
- B. Project - Work as identified in the Grant Agreement.
- C. Primary Airport - a commercial service airport the Secretary of Transportation determines to have more than 10,000 passenger boardings each year.

II. CERTIFICATIONS

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the Sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the Sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.

3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.
4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Grant Assurance 34

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an airport layout plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.
6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.

7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications which were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,
 - d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).

8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 23 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.

9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.
3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor.

Project files will contain documentation of the final inspection.

10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.

11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised airport layout plan will be made available to FAA prior to start of development.

12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

a. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:

(1) The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.

(2) The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

(3) The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.

b. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.

c. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

III. GENERAL CONDITIONS

A. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C..

B. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

C. The Sponsor shall carry out and complete the Project without undue delays and in accordance

with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.

- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the Sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the Sponsor on or before 30 days after the grant offer but no later than September 30 of the federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
- G. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of the project, the FAA determines that a grant amount exceeds the expected needs of the Sponsor by \$5,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary airports. FAA will advise the Sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the Sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the Sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this

condition.

K. If a grant agreement includes pavement work that equals or exceeds \$250,000, the sponsor will perform the following:

1. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

a. The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation, referenced in the contract specifications (D3666, C1077).

d. Qualifications of engineering supervision and construction inspection personnel.

e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.

L. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal

financial assistance at the airport. As a minimum, the program must conform with the provisions in the attached outline entitled "Pavement Maintenance Management Program."

IV. ASSURANCES

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 for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency 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 assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility 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 the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of 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, and 34 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. Title 49, U.S.C., subtitle VII, as amended.

- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity ¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11998 - Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs.
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.

- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.¹²
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 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.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 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 Title 49, United States Code.

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 this 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, a public agency or the Federal government, 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 Title 49, United States Code, 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.
- 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 non-compliance 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 non-compliance 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure 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.

7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which 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 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.

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. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites. For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, 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 and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping 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 or 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 six (6) months following the close of the fiscal year for which the audit was made.

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. Veteran's Preference. It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure 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 veteran as defined in Section 47112 of Title 49, United States Code. 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 of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated 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 to 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 the 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. 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. 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 non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect 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.

- 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, to the extent reasonable, including the adoption of zoning laws, 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 its 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 the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

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 to 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 reasonable, and not unjustly discriminatory, basis to all users thereof, and
- (2) charge 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 the airport 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 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 classification 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 commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, 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 person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the 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 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 Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the 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 Title 49, United States Code, 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 basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. 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 which are 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.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, 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;

c. for noise compatibility program projects, 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; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by 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-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. 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 movement 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.

a. 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 plans 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 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.

b. If a change or alteration in the airport or the 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.

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 dispose of the land, when the land is no longer needed for such purposes, 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 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 purposes (other than noise compatibility), 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 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 zones) or serve 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 Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no 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 operation of the airport.

32. Engineering and Design Services. It will award each contract, or sub-contract 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 Restrictions. 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 such 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

July 1, 1999 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 Subpart 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. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/99

The following apply to both AIP and PFC Projects

NUMBER	TITLE
70/7460-1J	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability-- RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-13A	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10B	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor

	Specification Guide
150/5220-16B	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20 CHG 1	Airport Snow and Ice Control Equipment
150/5220-21A	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13 CHG 1, 2, 3, 4, 5	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5320-5B	Airport Drainage
150/5320-6D	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-16	Airport Pavement Design for the Boeing 777 Airplane
150/5325-4A CHG 1	Runway Length Requirements for Airport Design

150/5340-1G	Standards for Airport Markings
150/5340-4C CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B CHG 1	Segmented Circle Airport Marker System
150/5340-14B CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18C CHG 1	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 CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch
150/5345-7D CHG 1	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport

	Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B CHG 1 & 2	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B CHG 1	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43E	Specification for Obstruction Lighting Equipment
150/5345-44F CHG 1	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 L854, Radio Control Equipment
150/5345-50 CHG 1	Specification for Portable Runway Lights

150/5345-51 CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53A (including addendum)	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12A	Airport Signing & Graphics
150/5360-13 CHG 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2C	Operational Safety on Airports During Construction
150/5370-10A CHG 1, 2, 3, 4, 5, 6, 7, 8, 9	Standards for Specifying Construction of Airports
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

The following apply to AIP Projects only

NUMBER	TITLE
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5200-30A CHG 1 & 2	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant

	Projects
150/5370-11 CHG 1	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program

The following apply to PFC Projects only

NUMBER	TITLE
150/5000-12	Announcement of Availability - Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

GOLDIE & ASSOCIATES

*engineering, environmental
and laboratory services*

September 15, 2000

Mr. Jon Caime
415 S. Pine Street
Walhalla, SC 29691

Re: 5-Forks Landfill
Goldie & Associates Project 22.19.6

Dear Mr. Caime,

As you are aware, Goldie & Associates submitted to you a Methane Remediation Plan for the Five Forks Landfill in November 1998. DHEC accepted the plan in March of 1999. The plan submitted included installing a methane trench along the waste trench boundary.

Since November 1998 when we submitted the remediation plan, the plan has been put on hold while the county attempted to buy the adjacent land to provide a buffer for the landfill. It is our understanding that a land purchase was not feasible.

On September 11, 2000, DHEC issued a letter requesting information as to why the County has not proceeded with the approved plan. We have responded to DHEC's letter and explained the failed attempts to purchase the adjacent property. The purpose of this letter is to request that the County reactivate the project so we can continue to assist the County in Phase I of the Methane Remediation Project.

The proposed scope of this project will include the following:

- Respond to DHEC's request (all ready completed)
- Develop a preliminary construction cost estimate (currently working on)
- Design the methane trench
- Develop plans and specifications
- Submit the plans to DHEC for review
- Advertise the project and assist the county in selecting a capable contractor

We propose a budget of \$7,500 for the above scope of services. Once a contractor has been selected, we will be happy to provide you with a cost to provide construction observation services of the project.

Post-it® Fax Note	7671	Date	9-15	# of pages	2
To	John Caime	From	Alan Rope		
Co./Dept.		Co.	Goldie + Assoc.		
Phone #		Phone #			
Fax #	638-4241	Fax #			

We appreciate the opportunity to assist the county with the Methane Remediation Project at the Five Forks Landfill. If we can be of any further assistance and provide you with further information, please let me know.

Sincerely,

Goldie & Associates

A handwritten signature in cursive script, appearing to read "Alan Pope".

Alan Pope, P.E.
Project Manager

TO: Opal Green
From: Jon Caime
Date: September 13, 2000
RE: September 19, 2000 Council Meeting Proposed Agenda Item #4

Presentation and possible action on Methane Remediation for Five Forks (Phase 1) and Seneca Landfill (Phase 2). Mr. Jon Caime

Documentation in the works.

Methane Remediation Plan for Five Forks and Seneca Landfills

Jon Caimo P.E.

Overview

- Methane is generated from decaying solid waste
- Methane is explosive and must be controlled
- Environmental conditions are difficult to accurately quantify, especially subsurface conditions. (geology, groundwater, chemistry)
- DHEC requirements are ever changing
- Phased approach is most logical, economical solution (try most economical, effective solution, then determine success)
- Budgets are difficult to project due to unknowns
- DHEC requiring action now

Five Forks Landfill

Phase 1a: Preliminary Investigations/scoping - *completed*

- Methane migration into an adjacent field
- attempting purchase of property to alleviate problem
- Proposed trench design (20 ft.) was determined to have a high risk of failure
- Re-evaluated trench design proposed (depth to groundwater, bedrock or below depth of waste)

Phase 1b: Design/permitting

- Cost = \$7,500
1500 ft long / 40 ft deep

Phase 1c: Construction

- Cost =

Seneca Landfill

Phase 1a: Preliminary Investigations/scoping

- Methane migration onto adjacent properties
- Closure of landfill required installation of methane vents to alleviate pressure below cap and avoid damage to \$2M cap

Phase 1b: Design/permitting

- Cost = No Cost (cost was required as part of the cap)

Phase 1c: Construction

- Cost = No Cost (cost was required as part of the cap)

Phase 2a: Preliminary Investigations/scoping

- Phase 1 not effective in resolving issue
- Methane migration onto adjacent properties

- No ability to install trench
- Potential for reuse of methane by Englehard if in best interest of County
- Cost = up to **\$6,000**

Phase 1b: Design/permitting

- Cost =

Phase 1c: Construction

Cost =

Post-It® Fax Note	7671	Date	9/13/00	# of Pages	2
To	Jon Caimo		From	Alan Pope	
Phone #	638-9241		Co.	Goldie & Assoc.	

GOLDIE & ASSOCIATES

*engineering, environmental
and laboratory services*

September 13, 2000

Mr. Jon Caimo
Oconee County Engineering
415 S. Pine Street
Walhalla, SC 29691

Re: Seneca Landfill Methane Remediation Phase II
Goldie & Associates Project 22.19.7

Dear Mr. Caimo,

As you are aware, Goldie & Associates submitted a Methane Remediation Plan to DHEC in June 1998. DHEC accepted the plan in July 1998. The plan submitted included installing a methane vent wells along Strawberry Farm Road, along Wells Highway, and on the phase I portion of the landfill. This plan was completed by Clary Hood, inc. during the MSW landfill closure.

Since these wells have been installed, the routine methane monitoring results have continued to show methane migrating offsite and exceeding the lower explosive limits. On August 25, 2000, DHEC issued a letter requiring the County to respond with an additional plan within 45 days. Unlike Five Forks Landfill, there is not enough room, nor is it feasible to install a methane interception trench that will extend down to groundwater. Therefore, the most logical next step would be to install an active methane extraction system on the existing venting wells at the landfill.

As you are also aware, Engelhard Corporation has expressed interest in the past of collecting methane to supplement their natural gas needs for the boilers at their plant on Strawberry Farm Road. It may be in the County best interest in beginning negotiations with Engelhard for a cost sharing system that would potentially benefit both Oconee County and Engelhard Corporation.

We are therefore proposing the following scope of services. First, we respond to DHEC's letter with a proposed plan for an active remediation system. Second, we begin negotiations with Engelhard for an active system that could be possibly used to supplement their natural gas needs. Third, we would design an active system based on what was decided in the negotiations with Engelhard. This plan would be submitted to DHEC for approval. Finally, we would provide construction oversight of the system.

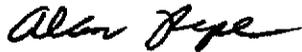
The costs for the above scope of services can vary depending on the actual system designed and built. We therefore propose to proceed with this project in stages. The first stage would consists of responding to DHEC requirements and assist the County in negotiations with Engelhard. The second stage would be to design and built an active methane extraction system.

For the first stage of this project we recommend a budget of \$6,000. This money would be used to respond to DHEC and to assist the County with negotiations with Engelhard. If the negotiations with Engelhard are minimal or do not take place, then the remainder of the budget could be rolled into the next stage of the project. We can provide you with a cost for design stage once it has been determined what type of system will be designed.

Thank you for your assistance on this project. If you have any question, or need any further information, please give me a call.

Sincerely,

Goldie & Associates



Alan Pope, P.E.
Project Manager

TO: Opal Green
From: Jon Caime
Date: September 13, 2000
RE: September 19, 2000 Council Meeting Proposed Agenda Item #2

Presentation and possible action on \$350,000 USFS watershed protection grant to be applied towards the Rocky Gap Road reconstruction project in the Whetstone sub-basin of the Chattooga River Watershed. Mr. Jon Caime

Rocky Gap Road USFS Grant Proposal

Jon Caime, P.E.

In-Kind Contribution \$267,337

- All in kind contributions are budgeted within Road Dept. annual operating budget
- See enclosed assumptions for breakdowns
- This assumes tasks #4 and #5 use contract hauling paid for by grant (reduces in-kind \$24,403)
- Assumes \$97,731 in equipment purchase costs are not included i.e. these are costs we incur regardless of acceptance of grant

Reduction in Operating Costs \$180,000

- Annual maintenance costs for this road are roughly estimated to be approximately \$12,000 annually.
- Paving this road will significantly reduce or eliminate these annual costs over the minimal 15 year life

Potential for Additional Reductions in Operating Costs

- This is a pilot program for a Multi-Billion dollar Federal Water Quality Initiative
- Future funding for additional roads may become available as a result of Completion of this project

Grant Expenditures

I am tentatively budgeting the \$350,000 grant would be spent in the following manner:

1. Setup and Paving \$160,000
2. Stone \$60,000
3. Pipe, misc. materials: \$75,000
4. Equipment rental, hired services \$55,000

Other requirements:

- Roads Department is not bound exclusively to this project in Federal Fiscal year. Other unanticipated issues may arise in that twelve month period that warrant higher priority. Such unanticipated issues include abnormal storms or other disasters and County Council priority assignment to perform work on other projects.
- Enclosed task completion times are considered working time. Wet weather delays are not included in the enclosed time assumption.

ASSUMPTIONS:

Grant:

- All materials including stone paid for by grant funds
- All paving and setup paid by grant funds
- Equipment leasing paid for by grant funds (may reduce in-kind equipment costs)

Personnel:

- Road Personnel average \$19,000 + fringe (\$4,500) \$11.3/hour
- Management personnel average \$25/hour

Tasks

1. Clear and grub- TOTAL: \$24,966

- 250 trees (50% pine)
- pine branches chipped onsite
- logs placed off ROW for landowner
- hardwood limbs and all stumps trucked to nearby landowners for onsite disposal
- ground personnel- 2 men, 11 weeks-labor **\$9,944**
- Trackhoe- 5 weeks **\$2,260** labor, **\$375** maint. equip., **\$3,320** fog & equip.
- 2 Trucks- 5 weeks **\$4,520** labor, **\$375** maint. equip., **\$3,560** fog & equip.
- chipper-6 weeks labor (ground personnel), **\$300** maint. equip., **\$312** equip.

2. Temporary Sediment Control- TOTAL: \$4,186

- Sediment check dams, control ponds, silt fence
- Backhoe - 2 week **\$904** labor, **\$50** maint. equip., **\$928** fog & equip.
- ground personnel- 2 men, 2 weeks-labor **\$1,808**
- 1 Truck- 2 days **\$181** labor, **\$30** maint. equip., **\$285** fog & equip.

3. Earthwork- TOTAL: \$306,525

- Includes all moving of dirt
- Includes all placing of pipe
- ground personnel- 2 men, 25 weeks-labor **\$22,600**
- Trackhoe- 25 weeks **\$11,300** labor, **\$1,875** maint. equip., **\$16,600** fog & equip.
- 2 Trucks- 25 weeks **\$22,600** labor, **\$3,750** maint. equip., **\$35,600** fog & equip.
- Loader- 25 weeks **\$11,300** labor, **\$3,125** maint. equip., **\$29,200** fog & equip.
- Pan- 25 weeks **\$11,300** labor, **\$3,125** maint. equip., **\$29,200** fog & equip.
- Dozer- 25 weeks **\$11,300** labor, **\$3,125** maint. equip., **\$29,200** fog & equip.
- Compactor- 25 weeks **\$11,300** labor, **\$1,875** maint. equip., **\$14,300** fog & equip.
- Grader- 25 weeks **\$11,300** labor, **\$6,250** maint. equip., **\$16,300** fog & equip.

4. Ditch work- TOTAL: \$12,711

- Installation of all stabilizing stone in ditches and around pipes
- Backhoe - 5 weeks **\$2,260** labor, **\$125** maint. equip., **\$2,320** fog & equip.
- ground personnel- 2 men, 5 weeks-labor **\$4,520**
- Haul 1500 tons stone (75 trips, 112.5 hours), **\$1,271** labor, **\$211** maint. equip., **\$2,004** fog & equip.

5. Haul and Place Base (not setup)- TOTAL: \$23,625

- 26,000 sy of base, 9000 tons cr
- Grader- 2 weeks **\$904** labor, **\$500** maint. equip., **\$1,304** fog & equip.

- Haul 9000 tons stone (450 trips, 675 hours), **\$7,628** labor, **\$1,266** maint. equip., **\$12,023** fog & equip.

6. Seed TOTAL: \$4,068

- ground personnel- 3 men, 3 weeks-labor **\$4,068**

7. Misc. TOTAL: \$13,390

- Management 400 hours **\$10,000**
- Fuel Truck 300 hours **\$3,390**

Equipment:

- Equipment purchase costs included in above assumptions, assumes a 15 year life-1000 hours per year (50% utilization), no cost of money considerations
- Fuel, oil and grease (fog) included in fog & equip. cost item (approx. 50% of cost)
- Maintenance separate

1. Chipper \$20,000 (\$1.3/hour), \$200/month maint., minimal fog
2. Trackhoe \$125,000 (\$8.3/hour), \$300/month maint., \$8.3/hour fog
3. Tandem truck \$80,000 (\$5.3/hour), \$300/month maint., \$12.5/hour fog
4. Loader \$250,000 (\$16.7/hour), \$500/month maint., \$12.5/hour fog
5. Pan \$250,000 (\$16.7/hour), \$500/month maint., \$12.5/hour fog
6. Backhoe \$20,000 (\$3.3/hour), \$100/month maint., \$8.3/hour fog
7. Grader \$120,000 (\$8/hour), \$1,000/month maint., \$8.3/hour fog
8. Dozer \$250,000 (\$16.7/hour), \$500/month maint., \$12.5/hour fog
9. Compactor \$90,000 (\$6/hour), \$300/month maint., \$8.3/hour fog

TALBERT & BRIGHT

September 14, 2000

Ms. Marianne Dillard
Oconee County Purchasing
415 S. Pine Street
Walhalla, SC 29691

RE: Oconee County Regional Airport
Runway Safety Area Improvements and Runway Extension, Widening, and Overlay
TBI No. 3401-8902

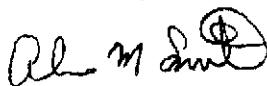
Dear Marianne:

Enclosed is a bid tabulation for all bids received on June 28, 2000, for the subject project. At this time, we are recommending award of only Schedule IA and IB to Clary Hood, Inc., of Spartanburg, SC. We recommend award as follows:

Schedule IA - Runway 7 Safety Area Improvements	\$147,200.00
Schedule IB - Runway 25 Safety Area Improvements	\$54,075.00
Total Recommended Award	\$201,275.00

This portion of the work can be completed this Fall. At this time, we are not recommending award for Schedule II - Runway Overlay, Widening, and Extension to Rankin, Inc. We are currently negotiating with the contractor to reduce his price, as well as waiting to resolve funding issues with the FAA and State to cover the contract cost. Please have the award for this project considered at the next County Council meeting so that we may issue the contracts as soon as possible so that the work may be completed this Fall. If you should have any questions or need additional information, please call.

Yours truly,



Alan M. Smith, P. E.
Senior Project Engineer

AMS/arr

Post-It® Fax Note	7671	Date	9/14	# of pages	1
Marianne Dillard		From	Alyson		
Co/Dept.		Co.			
Phone #		Phone #			
Fax # 61638 4142		Fax #			

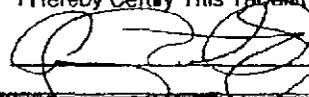
c: Mr. Jon Caime
Ms. Melissa Brown
Mr. Marion Lyles

ENGINEERING & PLANNING CONSULTANTS

THE COTTON EXCHANGE · 321 N. FRONT STREET · WILMINGTON, NC 28401 · 910.763.5350 · FAX 910.762.6281
CHARLOTTE, NORTH CAROLINA · WILMINGTON, NORTH CAROLINA · RICHMOND, VIRGINIA

Oconee Regional Airport
 Bid Tabulation
 Runway, Apron, and Safety Area Improvements
 Bids Received: June 28, 2000

I Hereby Certify This Tabulation of Bids to be Correct.



Schedule IA - Runway 7 Safety Area Improvements			Clary Hood, Inc. License #G11495 160 Conway Black Road Spartanburg, SC 29307		Rankin, Inc. License #G13537 PO Box 457 Seneca, SC 29678	
DESCRIPTION	Quantity	Unit	Unit Price	Ext. Total	Unit Price	Ext. Total
1. Mobilization	1	L.S.	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
2. Engineer's Field Office	1	L.S.	5,000.00	5,000.00	5,000.00	5,000.00
3. Clearing and Grubbing	1.3	Acre	4,000.00	5,200.00	15,000.00	19,500.00
4. Unclassified Excavation	24,000	C.Y.	1.90	45,600.00	8.50	204,000.00
5. Rock Excavation	500	C.Y.	28.00	14,000.00	65.00	32,500.00
6. Temporary Seeding and Mulching	9	Acre	600.00	5,400.00	400.00	3,600.00
7. Temporary Silt Fence	1,600	L.F.	3.00	4,800.00	3.25	5,200.00
8. Temporary Slope Drains (12")	390	L.F.	20.00	7,800.00	8.00	3,120.00
9. Temporary Rock Inlet Protection	4	Each	1,000.00	4,000.00	100.00	400.00
10. Temporary Construction Entrance	1	Each	800.00	800.00	1,500.00	1,500.00
11. Temporary Diversion Ditch	1,250	L.F.	2.00	2,500.00	3.00	3,750.00
12. Temporary Sediment Basin	3	Each	3,400.00	10,200.00	700.00	2,100.00
13. Rip Rap Outlet Protection	4	Each	500.00	2,000.00	1,500.00	6,000.00
14. Excelsior Matting	4,800	S.Y.	3.00	14,400.00	2.75	13,200.00
15. Seeding	9	Acre	1,000.00	9,000.00	2,000.00	18,000.00
16. Mulching	9	Acre	500.00	4,500.00	1,200.00	10,800.00
Total Estimated Cost				\$147,200.00	\$343,670.00	

*Corrected Mathematical Error.

Oconee Regional Airport
 Bld Tabulation
 Runway, Apron, and Safety Area Improvements
 Bids Received: June 28, 2000

Schedule IB - Runway 25 Safety Area Improvements			Clary Hood, Inc. License #G11495 160 Conway Black Road Spartanburg, SC 29307		Rankin, Inc. License #G13537 PO Box 457 Seneca, SC 29678	
DESCRIPTION	Quantity	Unit	Unit Price	Ext. Total	Unit Price	Ext. Total
1. Mobilization	1	L.S.	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00
2. Clearing and Grubbing	0.3	Acre	5,000.00	1,500.00	15,000.00	4,500.00
3. Unclassified Excavation	200	C.Y.	25.00	5,000.00	128.00	25,200.00
4. Borrow Embankment	2,100	C.Y.	10.00	21,000.00	29.00	60,900.00
5. Temporary Seeding and Mulching	2	Acre	750.00	1,500.00	400.00	800.00
6. Temporary Silt Fence	825	L.F.	3.00	2,475.00	3.25	2,681.25
7. Temporary Slope Drains (12")	85	L.F.	20.00	1,700.00	8.00 *	680.00
8. Temporary Rock Inlet Protection	1	Each	1,000.00	1,000.00	100.00 *	100.00
9. Temporary Construction Entrance	1	Each	800.00	800.00	1,500.00	1,500.00
10. Temporary Diversion Ditch	525	L.F.	2.00	1,050.00	3.00 *	1,575.00
11. Temporary Sediment Basin	1	Each	3,400.00	3,400.00	700.00	700.00
12. Rip Rap Outlet Protection	1	Each	500.00	500.00	1,500.00	1,500.00
13. Excelsior Matting	2,050	S.Y.	3.00	6,150.00	2.75	5,637.50
14. Seeding	2	Acre	1,200.00	2,400.00	2,000.00	4,000.00
15. Mulching	2	Acre	800.00	1,600.00	1,200.00	2,400.00
Total Estimated Cost				\$54,075.00		* \$127,173.75

* Corrected Mathematical Error.

Improvements

Widening, and Extension			Hankin, Inc. License #G13537 PO Box 457 Seneca, SC 29678	
DESCRIPTION	Quantity	Unit	Unit Price	Ext. Total
	1	L.S.	\$55,000.00	\$55,000.00
	1	L.S.	3,000.00	3,000.00
	1	L.S.	6,500.00	6,500.00
	25,000	L.F.	3.00	75,000.00
	30,000	S.F.	0.25	7,500.00
	400	S.F.	5.50	2,200.00
	1,000	S.Y.	3.50	3,500.00
	7,000	C.Y.	12.00	84,000.00
	100	C.Y.	155.00	16,500.00
	300	C.Y.	20.00	6,000.00
hing	4	Acre	400.00	1,600.00
irse	5,500	C.Y.	29.75	163,625.00
	7,200	Ton	58.50	421,200.00
	6,800	Ton	58.00	394,400.00
	6,000	Gal	3.75	22,500.00
	8,500	Gal	2.75	23,375.00
reatment	55,000	S.Y.	1.86	102,300.00
ication)	62,000	S.F.	0.87	53,940.00
ication)	54,000	S.F.	0.76	41,040.00
	4	Acre	2,000.00	8,000.00
	2,000	C.Y.	15.50	31,000.00
	4	Acre	1,200.00	4,800.00
	13,600	L.F.	1.38	18,768.00
h)	100	C.Y.	250.00	25,000.00
8 AWG, 5KV, L-824, Type C, Installed	16,300	L.F.	0.79	12,877.00
6 AWG, 600 V, Type UF, Installed	3,100	L.F.	0.95	2,945.00
o. 6 AWG, Inclg Ground Rods and Connections	14,300	L.F.	0.85	12,155.00
ncased Duct	30	L.F.	75.00	2,250.00
ncased Duct	60	L.F.	95.00	5,700.00
ncased Duct	45	L.F.	125.00	5,625.00
	6	Each	120.00	720.00
Base with Cover and Incidentals	4	Each	140.00	560.00
way or Runway Light	60	Each	265.00	15,900.00
Light Assembly with New Base	32	Each	450.00	14,400.00
y Light, Installed	1	Each	530.00	530.00
y Light, Installed	1	Each	660.00	660.00
h New Base Sign	10	Each	1,550.00	15,500.00
	1	L.S.	3,600.00	3,600.00
	1	L.S.	3,600.00	3,600.00
nstalled with Aiming Device Kit	2	Each	10,500.00	21,000.00
VASIs	1	L.S.	2,850.00	2,850.00
uct	45	L.F.	20.00	900.00
			* \$1,692,520.00	

Widening, and Extension - Alternate Items			Hankin, Inc.	
DESCRIPTION	Quantity	Unit	Unit Price	Ext. Total
way Light or L-861T Taxiway Light	61	Each	397.00	24,217.00
way Light or L-861T Taxiway Light	33	Each	626.00	20,658.00

Oconee Regional Airport
 Bid Tabulation
 Runway, Apron, and Safety Area Improvements
 Bids Received: June 28, 2000

Schedule III - Apron Rehabilitation and Overlay

		Rankin, Inc. License #G13537 PO Box 457 Seneca, SC 29678		
DESCRIPTION	Quantity	Unit	Unit Price	Ext. Total
1. Mobilization	1	L.S.	\$51,000.00	\$51,000.00
2. Engineer's Field Office	1	L.S.	\$3,000.00	3,000.00
3. Proofrolling	1	L.S.	\$6,500.00	6,500.00
4. Removal of Existing Pavement	8,230	S.Y.	\$6.50	53,495.00
5. Subgrade Preparation	8,230	S.Y.	\$4.25	34,977.50
6. Joint and Crack Repair	400	L.F.	\$3.40	1,360.00
7. Waterproofing Membrane	400	L.F.	\$3.00	1,200.00
8. Cold Milling	5,120	S.Y.	\$3.50	17,920.00
9. Tiedown Removal	100	Each	\$100.00	10,000.00
10. Tiedown Installation	42	Each	\$350.00	14,700.00
11. Undercut Excavation	2,000	C.Y.	\$12.00	24,000.00
12. Ditch Grading	1	L.S.	\$6,800.00	6,800.00
13. Temporary Seeding and Mulching	1	Acre	\$400.00	400.00
14. Crushed Aggregate Base Course	3,100	C.Y.	31.50	97,650.00
15. Bituminous Surface Course	2,350	Ton	58.65	137,827.50
16. Bituminous Prime Coat	1,900	Gal	4.20	7,980.00
17. Bituminous Tack Coat	800	Gal	4.05	3,240.00
18. 8" Portland Cement Concrete Pavement	340	S.Y.	16.50	5,610.00
19. Pavement Marking	1,000	S.F.	1.00	1,000.00
20. Coal Tar Pitch Emulsion Seal Coat	1,930	S.Y.	4.50	8,685.00
21. 18" RC Pipe, Class III	200	L.F.	25.00	5,000.00
22. 18" RC Pipe, Flared End Section	1	Each	750.00	750.00
23. Rock Excavation	100	C.Y.	250.00	25,000.00
24. Manhole	1	Each	1,500.00	1,500.00
25. Drop Inlet	1	Each	2,000.00	2,000.00
26. Seeding	1	Acre	2,000.00	2,000.00
27. Topsoil (Obtained Onsite)	800	C.Y.	4.00	3,200.00
28. Topsoil (Obtained Offsite)	800	C.Y.	15.00	12,000.00
29. Mulching	1	Acre	1,200.00	1,200.00
Total Estimated Cost				\$540,795.00

*Corrected Mathematical Error

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2000-18**

**“AN ORDINANCE TO PROVIDE FOR THE TRANSFER OF FUNDS NOT TO EXCEED
\$50,000 FROM FEE-IN-LIEU FUNDS OF OCONEE COUNTY, SOUTH CAROLINA
FOR THE MATCHING PORTION OF NEWRY FUNDS & OTHER MATTERS
RELATING THERETO”**

WHEREAS, Oconee County Council heretofore adopted Oconee County Resolution 99-9 committing a ten percent (10%) match in the amount of \$50,000 to the Community Investment Grant from the SC Department of Commerce, Division of Community Grant Programs; and

WHEREAS, this grant provides for the correction of deteriorating and undersized water and sewer lines which are currently creating health and environmental problems for the Newry residents; and

WHEREAS, the county-wide referendum adopted April 13, 1976 prohibits expenditures of tax funds for sewer purposes; and

WHEREAS, the Oconee County Council deems it appropriate to fund this matching portion from Oconee County fee-in-lieu funds.

NOW THEREFORE, be it ordained by the Oconee County Council in session duly assembled with a quorum present and voting, as follows:

SECTION I: It is hereby ordered that an amount not exceeding the sum of \$50,000 shall be transferred from the Oconee County fee-in-lieu funds to pay this matching portion of the Community Investment Grant from the SC Department of Commerce, Division of Community Grant Programs.

SECTION II: The Supervisor-Chairman of the Oconee County Council, the Clerk to the County Council and the Finance Director for Oconee County and any other proper officer(s) of the County, shall be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Ordinance.

SECTION III: All unexpended funds from this appropriation shall remain in and/or revert to the fee-in-lieu account of Oconee County.

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

SECTION V: All orders, resolutions, Ordinances or parts thereof in conflict herewith are, only to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Oconee County Library

501 West South Broad Street
Walhalla, South Carolina 29691

PHONE: (864) 638-4133

FAX: (864) 638-4132

E-MAIL: ocpldirector@InfoAve.Net

TO: Oconee County Council; Harrison Orr, Supervisor

FROM: Martha Baily, Library Director

DATE: September 15, 2000

I apologize for being unable to attend the Council meeting, however I must be in Columbia on the 19th.

Recently you approved funds for us to hire a Library Consultant. I would like to ask you to approve a Selection Committee consisting of the following persons to evaluate qualifications, interview, and recommend to you a person/firm the Committee feels would best serve the interests of Oconee County and the Library System.

Committee members suggested include:

Martha Baily, Library Director
"Mimi" Hunt, Library Trustees Chairperson
Jon Caime, County Engineer
Chuck Timms, Council Member
Teresa Lehman, Library Trustee

*415 South Pine Street
Walhalla, SC 29691
Phone: 864 718 1023
Fax: 864 718 1024
E-Mail: ogreen@oconeesc.com*

OCONEE COUNTY COUNCIL OFFICE

MEMORANDUM

TO: COUNCIL MEMBERS

FROM: OPAL

DATE: 9/18/00

THE ZONING BOARD OF APPEALS HAS RECOMMENDED MR. SCOTT FOSTER, 1563 FORT HILL DRIVE, SENECA, SC 29678 TO SERVE AS AN AT LARGE MEMBER OF THAT BOARD. COUNCIL NEEDS TO TAKE FORMAL ACTION TO APPOINT HIM. THANKS FOR YOUR COOPERATION IN THIS MATTER.