STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2026-08

A PROCLAMATION HONORING THE WESTMINSTER 10U & 12U ALL-STAR SOFTBALL TEAMS ON THEIR 2026 SOUTH CAROLINA ATHLETIC PROGRAMS STATE CHAMPIONSHIP

WHEREAS, the Westminster 10U and 12U All-Star Softball Teams displayed outstanding dedication, determination, teamwork, and sportsmanship during the 2026 South Carolina Athletic Programs State Championship Tournament and;

WHEREAS, both teams competed in multiple games throughout the three-day tournament held at Riverview Park in North Augusta, South Carolina from June 19 through June 21, 2026; and

WHEREAS, through countless hours of practice, commitment, perseverance and teamwork, both the Westminster 10U and 12U All-Star Teams were able to capture the title of 2026 South Carolina Athletic Programs State Champions ; and

WHEREAS, these accomplishments are a testament to the dedication, hard work and leadership of the coaches and assistant coaches, together with the continued encouragement and support provided by the players' families and community; and

WHEREAS, the outstanding achievements of the Westminster 10U and 12U All-Star Softball Teams are a source of great pride for their families, coaches, the Westminster Community and the citizens of Oconee County.

NOW, THEREFORE, we, the Oconee County Council, wish to acknowledge and congratulate the Westminster 10U and 12U All-Star Softball teams on their win of the 2026 South Carolina Athletic Programs State Championship.

APPROVED AND ADOPTED this 18th day of August, 2026.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

Jennifer C. Adams
Clerk to County Council
Oconee County

APPROVED:

Matthew Durham
Chairman
Oconee County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-24

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO UPCOUNTRY FIBER FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY, LOCATED AT THE INTERSECTION OF NEBO CHURCH ROAD AND HARBIN ACRES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 256-00-04-031; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County owns certain real property in the vicinity of the Oconee County Regional Airport near the intersection of Nebo Church Road and Harbin Acres Road; and

WHEREAS, Blue Ridge Electric Cooperative, Inc., through its broadband division, Upcountry Fiber, has requested a utility easement consisting of approximately fifty feet (50') by fifty feet (50') for the installation of an Optical Line Terminal (OLT) facility and related telecommunications infrastructure; and

WHEREAS, the proposed easement area is located adjacent to an existing Blue Ridge Electric Cooperative utility pole, allowing efficient connection to existing electric distribution facilities necessary to serve the OLT site; and

WHEREAS, the County Council finds that expansion of broadband infrastructure promotes the public health, safety, and welfare by improving access to reliable high-speed internet service for residents, businesses, public institutions, and emergency services throughout Oconee County; and

WHEREAS, the County Council has determined that granting the requested utility easement is in the best interests of Oconee County.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Oconee County, South Carolina, in meeting duly assembled:

<u>Section 1.</u> <u>Grant of Easement.</u> The County Administrator is hereby authorized to execute, on behalf of Oconee County, a perpetual utility easement in favor of Blue Ridge Electric Cooperative, Inc., for the benefit of Upcountry Fiber, over an area measuring approximately fifty feet (50') by fifty feet (50'), or 2,500 square feet, subject to a final survey and legal description.

Section 2. Easement Location. The easement shall be located on County-owned property near the intersection of Nebo Church Road and Harbin Acres Road, in the vicinity of the Oconee County Regional Airport, adjacent to an existing Blue Ridge Electric Cooperative utility pole. The precise location shall be established by a survey prepared by a licensed South Carolina Professional Land Surveyor and incorporated into the easement document.

Section 3. Permitted Uses. The easement shall permit the construction, installation, operation, maintenance, repair, replacement, and removal of:

- An Optical Line Terminal (OLT) building or cabinet;
- Fiber optic cable and conduit;
- Underground and overhead electrical service;
- Grounding systems;
- Communications equipment;
- Security fencing;
- Utility appurtenances;
- Driveway or gravel access as reasonably necessary; and
- Any other facilities reasonably required for broadband service operations.

Section 4. Access. Blue Ridge Electric Cooperative and Upcountry Fiber shall have reasonable ingress and egress across County property for construction, maintenance, inspection, repair, replacement, and operation of the facilities, utilizing routes approved by the County Administrator or his designee.

Section 5. Maintenance. Blue Ridge Electric Cooperative shall maintain the easement area and all improvements located therein at its sole expense and shall restore any disturbed County property to substantially the same condition existing prior to construction or maintenance activities.

Section 6. Compliance. The Grantee shall comply with all applicable federal, state, and local laws, including applicable airport safety, FAA, zoning, stormwater, environmental, and building regulations.

Section 7. Indemnification. Blue Ridge Electric Cooperative shall indemnify and hold harmless Oconee County, its officers, employees, and agents from claims arising from the Grantee's construction, operation, or maintenance of the facilities, except to the extent caused by the negligence or willful misconduct of Oconee County.

Section 8. Recording. Following execution, the easement and accompanying legal description shall be recorded in the Oconee County Register of Deeds.

Section 9. Severability. If any provision of this Ordinance is determined to be invalid, the remaining provisions shall remain in full force and effect.

Section 10. Effective Date. This Ordinance shall become effective upon third reading and approval by the Oconee County Council.

ADOPTED by the Oconee County Council this _____ day of __________, 2026.

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

APPROVED AS TO FORM:

____
County Attorney, Oconee County

First Reading:	July 21, 2026
Second Reading:	August 04, 2026
Third Reading:	August 18, 2026
Public Hearing:	August 18, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-25

AN ORDINANCE FOR THE PRESERVATION, REDEVELOPMENT, AND SALE OF THE HISTORIC OCONEE COUNTY COURTHOUSE LOCATED AT 211 W. MAIN ST. WALHALLA, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, the Oconee County Council recognizes the former Oconee County Courthouse as a historically significant public structure that contributes to the architectural and cultural heritage of Oconee County; and

WHEREAS, the County has determined that demolition of the structure may cost approximately Three Million Dollars ($3,000,000), while redevelopment through private investment may provide a fiscally responsible alternative that preserves the structure and reduces taxpayer expense; and

WHEREAS, the County desires to provide one final opportunity for private redevelopment before proceeding with demolition while continuing demolition planning to protect the interests of the County.

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

Section 1. PURPOSE. The purpose of this Ordinance is to promote the preservation and redevelopment of the former Oconee County Courthouse through private investment while protecting the financial interests of the taxpayers of Oconee County.

Section 2. PROPERTY. This Ordinance shall apply to the portion of Tax Map Number 500-15-13-001 associated with the former Oconee County Courthouse located at 211 West Main Street, Walhalla, South Carolina, excluding Patriots Hall and the Oconee Military Museum property.

Section 3. MARKETING AUTHORIZATION. The County Administrator is authorized to execute an Exclusive Right-to-Sell Agreement for a period not to exceed nine (9) months. The property shall be listed for sale at $100,000 and aggressively marketed to qualified developers, investors, preservation organizations, and other interested purchasers. The listing broker will receive no compensation, unless the property successfully closes, at which time a six percent commission would apply, split evenly between listing and buyer representation, if applicable. The listing broker shall bear all marketing, advertising, photography, signage, and promotional expenses. The County shall continue routine grounds maintenance during the marketing period.

Section 4. SALE CONDITIONS. Any conveyance shall be by Special Warranty Deed and shall include redevelopment performance requirements enforceable by the County. The deed shall contain reversionary rights or other enforcement provisions deemed necessary by the County Attorney.

Section 5. REDEVELOPMENT REQUIREMENTS. Within twenty-four (24) months of closing, the purchaser shall demonstrate substantial progress toward rehabilitation. Minimum performance standards shall include:

a. Structural stabilization of the building.
b. A roof that is structurally sound and no longer leaking.
c. Removal of hazardous materials and debris.
d. Compliance with an inspection certifying Basic Structural Soundness and Environmental Safety by the Oconee County Building Codes Department.
e. Elimination of major public safety hazards.

Section 6. REDEVELOPMENT INCENTIVE. Upon certification that the redevelopment requirements have been successfully completed, Oconee County shall provide a redevelopment incentive in the amount of One Million One Hundred Thousand Dollars ($1,100,000), subject to the appropriation of funds by County Council. The County shall additionally waive applicable County landfill disposal fees and County permit fees associated with the approved redevelopment project, to the extent permitted by law.

Section 7. FAILURE TO PERFORM. Should the purchaser fail to satisfy the redevelopment requirements within twenty-four (24) months:

a. No redevelopment incentive shall be paid.
b. The County may exercise any rights reserved within the deed.
c. The County may pursue condemnation, demolition, or any other remedies authorized by South Carolina law, including recovery of demolition costs where permitted.

Section 8. CONTINUED DEMOLITION PREPARATION. Nothing contained herein shall prohibit Oconee County from continuing demolition planning, engineering, environmental review, permitting, bidding, or other preparatory activities during the marketing period.

Section 9. SEVERABILITY. If any portion of this Ordinance is declared invalid, the remaining provisions shall remain in full force and effect.

Section 10. EFFECTIVE DATE. This Ordinance shall become effective immediately upon third reading and approval by the Oconee County Council.

ENACTED by the Oconee County Council this ____ day of _______, 2026.

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

APPROVED AS TO FORM:

____

County Attorney

First Reading:	July 21, 2026
Second Reading:	August 04, 2026
Third Reading:	August 18, 2026
Public Hearing:	August 18. 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-26

AN ORDINANCE TO AMEND CHAPTER 2 OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING AN ARTICLE ENTITLED "PROTECTION FROM MASS SURVEILLANCE"; TO PROHIBIT THE USE OF COUNTY FUNDS, PROPERTY, PERSONNEL, EQUIPMENT, CONTRACTS, INFORMATION-TECHNOLOGY SYSTEMS, AND OTHER COUNTY RESOURCES FOR PROHIBITED MASS SURVEILLANCE SYSTEMS; TO PROHIBIT THE PLACEMENT OR OPERATION OF SUCH SYSTEMS ON COUNTY PROPERTY AND WITHIN COUNTY-CONTROLLED ROAD RIGHTS-OF-WAY; TO ESTABLISH ELIGIBILITY REQUIREMENTS FOR DISCRETIONARY COUNTY APPROPRIATIONS, RECREATION FUNDS, ACCOMMODATIONS-TAX AWARDS, GRANTS, SPONSORSHIPS, AND OTHER COUNTY-CONTROLLED DISTRIBUTIONS; TO INCLUDE MUNICIPALLY SPONSORED EVENTS AND MATERIAL IN-KIND MUNICIPAL SUPPORT WITHIN SUCH ELIGIBILITY REQUIREMENTS; TO PREVENT CIRCUMVENTION THROUGH AFFILIATED OR SEPARATELY INCORPORATED ENTITIES; TO AMEND CHAPTER 30, ARTICLE III, BY ADDING PERMANENT ACCOMMODATIONS-TAX ELIGIBILITY, DISCLOSURE, AND ENFORCEMENT PROVISIONS; TO AMEND CHAPTER 26 BY PROHIBITING MASS SURVEILLANCE ENCROACHMENTS WITHIN COUNTY-CONTROLLED RIGHTS-OF-WAY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina, the "County," is a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, the "County Council"; and

WHEREAS, S.C. Code § 4-9-25 authorizes counties to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of South Carolina, respecting subjects that counties determine to be necessary and proper for their security, general welfare, convenience, health, peace, order, and good government, and directs that County powers be liberally construed in favor of counties; and

WHEREAS, S.C. Code § 4-9-30 authorizes County Council, among other powers, to acquire and control real and personal property, make and execute contracts, make appropriations for County functions and operations, provide for accounting and disbursement of funds, regulate County roads and public works, and enact and enforce ordinances implementing those powers; and

WHEREAS, County Council recognizes a fundamental distinction between the observation of a particular person, vehicle, device, activity, or event at a specific place and time and the systematic collection, aggregation, identification, retention, analysis, and sharing of large numbers of observations in a manner capable of reconstructing the movements, activities, behaviors, relationships, and associations of persons who are not suspected of criminal activity; and

WHEREAS, Modern surveillance systems may automatically identify, distinguish, classify, follow, track, or associate persons, vehicles, electronic devices, activities, movements, and locations through automated license plate recognition, vehicle-feature recognition, facial recognition, biometric identification, artificial intelligence, machine learning, computer vision, wireless-device identification, geolocation analysis, persistent aerial surveillance, and other existing or future technologies; and

WHEREAS, County Council does not intend to prohibit automated license plate recognition merely because a system reads alphanumeric plate characters or performs a basic exact-match comparison against a specifically identified, lawfully maintained hot list, but does intend to prohibit systems that add historical tracking, external network sharing, warrantless external access, artificial intelligence, biometric recognition, persistent monitoring, or other capabilities that constitute mass surveillance; and

WHEREAS, County Council recognizes that a system whose retained information is inaccessible unless prior individualized judicial authorization is technically verified, and that neither contributes information to nor is searchable through an external surveillance database or network, does not present the same mass-surveillance risks as an open, shared, or warrantless system; and

WHEREAS, County Council finds that the indiscriminate collection of identifying or reasonably linkable information concerning persons who are not suspected of criminal activity, when combined with artificial intelligence, machine learning, algorithmic analysis, interstate information sharing, external databases, or access by agencies outside the collecting jurisdiction without prior individualized judicial authorization, creates substantial risks to personal privacy, freedom of movement, freedom of association, freedom of religion, political participation, property rights, and other liberties protected by the United States Constitution, the South Carolina Constitution, and the traditions of a free society; and

WHEREAS, County Council finds that a person's movements and activities may reveal visits to a home, church, medical provider, attorney, political meeting, campaign event, civic organization, place of employment, school, charitable organization, or other location from which sensitive personal activities, beliefs, and associations may be inferred; and

WHEREAS, County Council finds that the governmental collection of information from a place open to public view does not eliminate the heightened privacy and liberty concerns created when large numbers of individual observations are aggregated into a comprehensive, searchable, analyzable, and shareable history of a person's movements, activities, behaviors, and associations; and

WHEREAS, County Council finds that artificial intelligence and algorithmic analysis can transform ordinary images, sounds, observations, or electronic signals into detailed profiles, behavioral patterns, associations, predictions, classifications, alerts, and investigative leads concerning persons who are not suspected of criminal activity; and

WHEREAS, County Council finds that requiring individualized judicial authorization before accessing a detailed history of a person's movements, activities, or associations provides an important safeguard against indiscriminate, improper, politically motivated, or otherwise abusive surveillance; and

WHEREAS, County Council does not intend through this Ordinance to direct the conduct of any specific criminal investigation, interfere with a lawful emergency response, regulate ordinary cameras located entirely on private property outside County property or County-controlled rights-of-way, alter any duty expressly assigned to an elected official by the general law of South Carolina, or regulate the operational decision of a constitutional officer or municipal law-enforcement officer to request, receive, or use lawfully available information from a system that the officer's jurisdiction does not own, fund, contract for, operate, host, maintain, or supply with locally collected surveillance information; and

WHEREAS, County Council does intend to exercise its lawful authority over County appropriations, County property, County contracts, County equipment, County personnel resources, County information-technology systems, County-administered grants, County-controlled road rights-of-way, and other County-controlled resources; and

WHEREAS, County Council finds that County taxpayers should not be required to purchase, fund, operate, maintain, host, power, connect, or otherwise support a mass surveillance system that systematically records, identifies, analyzes, or shares information concerning County residents and visitors who are not suspected of criminal activity; and

WHEREAS, County Council further finds that a municipality or other governmental entity has no entitlement to receive a discretionary County appropriation, grant, sponsorship, recreation allocation, capital contribution, or other discretionary distribution of County-controlled funds; and

WHEREAS, County Council finds that it is contrary to County policy and inconsistent with the County's stewardship of limited public resources to provide discretionary financial assistance to a governmental entity that chooses to participate in a prohibited mass surveillance system; and

WHEREAS, County accommodations-tax revenues are intended to promote tourism, attract visitors, support tourism-related facilities and events, and enhance the experience of persons visiting Oconee County, subject to the requirements of S.C. Code §§ 6-4-10, 6-4-25, 6-1-520, and 6-1-530; and

WHEREAS, County Council finds that it is inconsistent with those purposes to use County-administered discretionary tourism funds to subsidize a municipality that systematically identifies, records, catalogs, analyzes, tracks, or shares information concerning the residents and visitors whom those funds are intended to serve or attract; and

WHEREAS, County Council recognizes that municipalities frequently sponsor festivals and events through nonprofit corporations, festival boards, committees, chambers of commerce, civic organizations, fiscal agents, or other separately organized entities; and

WHEREAS, County Council finds that municipal sponsorship may consist of appropriated money or material in-kind assistance, including law-enforcement details, traffic control, road closures, barricades, municipal park or street space, public works labor, sanitation, equipment, insurance, administrative assistance, promotion, utility service, fee waivers, or other governmental support having material value; and

WHEREAS, County Council finds that the substance and economic reality of a municipality's relationship with an event should control over the legal name, tax status, or nominal independence of the event organizer and that the eligibility requirements established by this Ordinance should not be circumvented by routing an application or payment through a separate committee, nonprofit corporation, contractor, chamber of commerce, fiscal agent, or affiliated organization; and

WHEREAS, Chapter 26 of the Oconee County Code of Ordinances and the County's adopted encroachment policies regulate activities and installations within County-maintained roads, easements, and rights-of-way; and

WHEREAS, County Council finds that County-owned property and County-controlled road rights-of-way should not be used as platforms for prohibited mass surveillance systems, regardless of whether a camera, sensor, scanner, device, supporting pole, communications equipment, software platform, or associated infrastructure is owned by a governmental entity, private vendor, utility company, contractor, or other person; and

WHEREAS, County Council has determined that the following provisions are necessary and proper for the protection of the general welfare, preservation of liberty, responsible administration of County resources, and good government of Oconee County.

NOW, THEREFORE, BE IT ORDAINED by the Oconee County Council, in meeting duly assembled, that:

SECTION 1. CREATION OF CHAPTER 2 ARTICLE

Chapter 2 of the Oconee County Code of Ordinances is amended by adding a new Article VII, entitled "Protection from Mass Surveillance," consisting of Sections 2-500 through 2-516, to read as follows.

ARTICLE VII. PROTECTION FROM MASS SURVEILLANCE

Sec. 2-500. Title.

This article shall be known and may be cited as the "Oconee County Protection from Mass Surveillance Ordinance."

Sec. 2-501. Purpose and construction.

(a) The purposes of this article are to:

1. Prevent County-controlled funds and resources from being used to acquire, own, fund, operate, maintain, host, or otherwise support prohibited mass surveillance systems;
2. Prevent County-owned or County-controlled property and road rights-of-way from being used for the installation, hosting, support, or operation of prohibited mass surveillance systems;
3. Establish uniform eligibility requirements for discretionary County appropriations, grants, accommodations-tax awards, recreation funds, sponsorships, and other County-controlled distributions;
4. Prevent circumvention of those eligibility requirements through separate corporations, nonprofit organizations, festival committees, affiliated entities, fiscal agents, contractors, or other intermediaries;
5. Protect the privacy, liberty, freedom of movement, freedom of religion, freedom of association, political participation, property rights, and other rights of Oconee County residents and visitors; and
6. Ensure that County-controlled funds and resources are administered consistently with the policies adopted by County Council.

(b) This article shall be construed broadly to accomplish its remedial and protective purposes, but not in a manner inconsistent with the Constitution or general law of South Carolina.

(c) The capability, configuration, operation, integration, and practical effect of a system shall control over its brand name, marketing description, nominal purpose, ownership, or characterization by its vendor or operator.

(d) A system composed of several separately owned or operated components shall be evaluated according to the collective capabilities and practical effect of the integrated system.

(e) As applied to an independently elected County officer whose office is created by the Constitution or general law of South Carolina, this article governs only: (1) the appropriation or expenditure of County-controlled funds; (2) contracts or procurements entered into by or on behalf of the County using County-controlled funds; and (3) the installation, ownership, operation, hosting, or maintenance of a prohibited mass surveillance system on County property or within a County-controlled right-of-way over which County Council possesses lawful proprietary or regulatory authority.

(f) Nothing in this article regulates or prohibits the operational decision of such a constitutional officer or the officer's employees to search, query, request, receive, analyze, or use lawfully available information from a system owned and operated by another entity. Ordinary use of County-provided office space, personnel, computers, networks, utilities, or communications in the lawful performance of the officer's duties does not, standing alone, constitute County acquisition, ownership, operation, hosting, maintenance, or support of a prohibited mass surveillance system.

Sec. 2-502. Definitions.

For purposes of this article, the following definitions apply:

Artificial intelligence or algorithmic analysis

"Artificial intelligence or algorithmic analysis" means artificial intelligence, machine learning, neural-network processing, computer vision, predictive analytics, pattern recognition, automated classification, automated decision-making, or another computational process used to identify, distinguish, verify, classify, compare, rank, associate, follow, track, predict, infer, profile, or generate an alert concerning a person, vehicle, electronic device, object, location, route, activity, behavior, characteristic, or association.

The term does not include basic motion detection, image stabilization, cybersecurity filtering, nonidentifying traffic counting, optical character recognition used solely to read alphanumeric license plate characters, or a basic one-to-one exact-match comparison of those characters against a specifically identified, lawfully maintained hot list, unless used as part of a prohibited mass surveillance system.

Automated biometric recognition

"Automated biometric recognition" means the automated or algorithmic identification, attempted identification, verification, categorization, reidentification, or tracking of a person based upon a biological, physiological, physical, or behavioral characteristic.

The term includes recognition or analysis based upon:

1. Face or facial geometry;
2. Iris or retina;
3. Voice or voiceprint;
4. Gait or manner of movement;
5. Fingerprint;
6. Hand, palm, or vein geometry;
7. Body shape or body geometry;
8. Ear shape;
9. Tattoos, scars, birthmarks, or other distinguishing physical features;
10. Clothing or combinations of physical appearance;

11. Behavioral characteristics; or
12. A mathematical, digital, or algorithmic template derived from any such characteristic.

The term does not include automated face or license plate detection used solely to blur, mask, or redact identities in a recording or image before disclosure or release, provided the technology is not used to identify, reidentify, classify, or track a person.

County

"County" means Oconee County, South Carolina, including its departments, agencies, boards, commissions, offices, facilities, employees, officials, and other organizational units, only to the extent County Council possesses lawful appropriations, property, contracting, administrative, or policy authority over them. With respect to an independently elected constitutional officer, the term does not extend County Council's authority to the officer's operational law-enforcement or other statutory decisions.

County-controlled funds

"County-controlled funds" means any money, revenue, account, appropriation, allocation, grant, reimbursement, fee, tax revenue, bond proceeds, special-revenue funds, capital funds, County-administered state or federal funds, accommodations-tax revenue, recreation funds, council-district funds, or other financial resources over which County Council possesses legal appropriation, allocation, contracting, grant-making, or expenditure authority.

The term includes County money transferred to or administered by another governmental entity, elected office, nonprofit organization, contractor, fiscal agent, committee, or other recipient.

The term does not include money that the County is expressly and unconditionally required by state or federal law, final court order, binding bond covenant, or preexisting enforceable contract to distribute to a specifically identified recipient.

Whether forfeiture proceeds, restricted grants, donations, or other funds received or administered by an independently elected constitutional officer constitute County-controlled funds shall be determined under controlling law and the terms governing the particular funds. Such funds are not deemed County-controlled solely because they are received or held by the officer's office.

County-controlled right-of-way

"County-controlled right-of-way" means a County-owned, County-maintained, or County-controlled road, street, bridge, shoulder, median, sidewalk, drainage area, easement, right-of-way, or other transportation corridor, including the space above or below it, within which the County possesses legal authority to regulate encroachments or uses.

The term does not include an SCDOT-maintained right-of-way or a municipal right-of-way unless the County possesses a separate ownership interest, easement, maintenance responsibility, or other legal authority over the particular location.

County property

"County property" means real or personal property owned, leased, occupied, managed, maintained, or legally controlled by the County, including:

1. Administrative and governmental buildings;
2. Courthouse property;
3. Law-enforcement and detention facilities;
4. Fire, rescue, and emergency medical facilities;

5. Libraries;
6. Parks and recreation facilities;
7. Solid-waste facilities;
8. Public works and road facilities;
9. County airport property;
10. County quarry property;
11. Communications towers and sites;
12. Parking lots;
13. County vehicles, trailers, drones, poles, signs, bridges, fixtures, utility structures, traffic-control devices, computer systems, software, accounts, databases, and communications equipment; and
14. Property controlled by a County board, commission, department, agency, district, or authority to the extent County Council possesses lawful control over the use of such property.

Discretionary County distribution

"Discretionary County distribution" means any appropriation, allocation, grant, award, sponsorship, contribution, reimbursement, capital assistance, recreation allocation, council-district allocation, in-kind assistance, preferential use of County property, or other transfer of County-controlled funds or resources for which the recipient has no absolute statutory or contractual right to receive a specifically determined amount.

External agency

"External agency" means a law-enforcement agency, governmental entity, fusion center, task force, private contractor, vendor, commercial entity, nonprofit organization, or other person or organization outside the agency or jurisdiction that originally collected the surveillance information.

External surveillance database or network

"External surveillance database or network" means a multijurisdictional, regional, statewide, interstate, national, international, vendor-controlled, third-party, federated, reciprocal-access, cloud-based, shared, or otherwise interconnected system through which surveillance information may be uploaded, stored, indexed, searched, transmitted, analyzed, compared, retrieved, requested, or made accessible outside the jurisdiction that originally collected it.

The term applies regardless of whether the information is physically combined in one database or remains in separate databases that are accessible through a shared portal, federated search, reciprocal agreement, request process, vendor-assisted search, or other coordinated process.

Individualized judicial authorization

"Individualized judicial authorization" means a warrant, court order, or other prior authorization issued by a neutral judicial officer and particularized to a specifically identified person, vehicle, electronic device, place, offense, or criminal investigation.

The following do not constitute individualized judicial authorization:

1. A user entering an internal reason code;
2. Supervisory approval within the requesting agency;
3. A documented law-enforcement purpose;
4. A vendor's terms of service;
5. An agency policy permitting access;

6. A generalized memorandum of understanding;
7. Participation in a shared database or reciprocal-access network;
8. A case number entered by the user; or
9. An audit conducted after access or use has occurred.

In-kind municipal support

"In-kind municipal support" means material assistance, services, property, labor, equipment, insurance, promotion, fee relief, utilities, or other support provided by or through a municipality without the event organizer paying the full actual cost of the assistance, or provided on preferential terms not generally available to similarly situated private applicants.

In-kind municipal support includes, but is not limited to:

1. Dedicated police details, security, traffic control, or law-enforcement personnel;
2. Dedicated fire protection, emergency medical services, rescue, or emergency-management support;
3. Road or street closures;
4. Barricades, cones, signs, detours, or traffic-control equipment;
5. Sanitation, waste collection, portable restroom service, or cleanup;
6. Public works personnel, vehicles, equipment, setup, teardown, or logistical assistance;
7. Free, donated, discounted, or preferential use of municipal parks, streets, sidewalks, buildings, parking lots, stages, facilities, or other property;
8. Municipal insurance, indemnification, purchasing, contracting, or fiscal-agent services;
9. Administrative personnel or planning assistance;
10. Electricity, water, communications service, or other utilities;
11. Printing, signs, advertising, website placement, social-media promotion, or other promotional assistance;
12. Waiver, reduction, reimbursement, or absorption of permit fees, rental charges, personnel expenses, utility charges, or other costs;
13. Appointment of members to an organizing board, committee, or governing body; or
14. Any other assistance having material financial, operational, organizational, or promotional value.

Mass surveillance

"Mass surveillance" means the systematic or routine observation, acquisition, collection, recording, identification, retention, indexing, aggregation, analysis, tracking, or sharing of information concerning persons, vehicles, electronic devices, activities, movements, locations, behaviors, or associations when:

1. The activity is not limited to a specifically identified target selected on the basis of individualized reasonable suspicion, probable cause, or individualized judicial authorization; and
2. The activity collects, processes, retains, or makes searchable information concerning persons who are not suspected of criminal activity.

Mass surveillance includes systematic collection from persons, vehicles, or electronic devices generally passing through, present within, or observable from a geographic area.

Mass surveillance may occur even when:

1. Each individual observation occurs in a public or publicly accessible place;
2. The information is initially retained for a limited period;
3. The information is collected, processed, or stored by a private contractor;
4. The collecting agency states that the information may be used only for law-enforcement or public-safety purposes;
5. Access is subject to an internal policy, internal approval, case-number requirement, or later audit;
6. Data is stored in separate databases rather than one centralized database; or
7. The system is described as a crime-prevention, public-safety, investigative, traffic-management, intelligence, or community-safety tool.

Material municipal support

"Material municipal support" means financial, operational, promotional, administrative, organizational, or in-kind municipal assistance that contributes to the planning, organization, funding, promotion, location, operation, security, traffic control, setup, cleanup, or other meaningful function of an event.

The forms of assistance specifically listed in the definition of "in-kind municipal support" are deemed material when provided for the planned operation of an event.

Municipally sponsored event

"Municipally sponsored event" means an event, festival, program, activity, performance, celebration, competition, parade, fair, concert, market, exhibition, promotion, or other gathering that is:

1. Organized, administered, controlled, funded, co-sponsored, materially supported, or officially promoted by a municipality;
2. Conducted by a nonprofit corporation, festival committee, chamber of commerce, civic organization, contractor, fiscal agent, affiliated organization, or other entity acting in partnership with or receiving material municipal support from a municipality;
3. Presented or marketed as an official municipal event;
4. Governed in whole or in part by persons appointed by a municipal governing body or municipal official; or
5. Conducted with material financial or in-kind municipal support.

The substance and economic reality of the relationship shall control over the event organizer's corporate form, tax status, legal name, or nominal independence.

The issuance of an ordinary permit, performance of a routine governmental inspection, or provision of an unplanned emergency response available to the general public does not, standing alone, constitute municipal sponsorship.

Planned dedicated personnel, donated or discounted services, preferential use of municipal property, road closures, barricades, public works support, or other event-specific operational assistance constitute municipal sponsorship.

Participating governmental entity

"Participating governmental entity" means a municipality or other governmental entity that directly or indirectly:

1. Owns, leases, purchases, subscribes to, operates, administers, funds, or contracts for a prohibited mass surveillance system;
2. Installs, hosts, operates, maintains, or permits such a system on property or a right-of-way under its control;
3. Provides electricity, communications, infrastructure, maintenance, equipment, or other material operational support for such a system;
4. Contributes surveillance information collected by or on behalf of the entity to an external surveillance database or network; or
5. Knowingly permits a contractor, vendor, task force, other governmental entity, or affiliated organization to own, operate, administer, host, maintain, or contribute locally collected surveillance information to such a system on the entity's behalf.

A governmental entity does not become a participating governmental entity solely because one of its law-enforcement officers or employees searches, queries, requests, receives, analyzes, or uses information collected by a system owned and operated by another entity, provided the governmental entity does not otherwise engage in conduct described in items 1 through 5 of this definition.

Period of participation

"Period of participation" means the period beginning when an entity first engages in conduct described in the definition of "participating governmental entity" and ending upon written restoration of eligibility under Section 2-512.

Personally identifying or reasonably linkable information

"Personally identifying or reasonably linkable information" means information that directly identifies a person or may reasonably be used, alone or together with other information, to distinguish, locate, identify, reidentify, follow, track, profile, or associate a person, household, vehicle, or electronic device.

The term includes:

1. Facial or biometric information;
2. Images or recordings of identifiable persons;
3. License plate information;
4. Vehicle characteristics or vehicle signatures;
5. Geographic location;
6. Dates and times of presence or travel;
7. Cellular, wireless, Bluetooth, network, advertising, or other electronic device identifiers;
8. Voice, audio, or acoustic signatures;
9. Travel routes or location histories;
10. Associations between persons, vehicles, devices, organizations, or locations; and
11. Profiles, classifications, predictions, or inferences derived from such information.

Prohibited mass surveillance system

"Prohibited mass surveillance system" means any fixed, mobile, portable, temporary, vehicle-mounted, body-mounted, pole-mounted, airborne, or otherwise deployed camera, microphone, sensor, scanner, drone, aircraft, communications device, software platform, database, network, service, artificial-intelligence system, or combination thereof that:

First, systematically or routinely captures, collects, receives, derives, processes, identifies, indexes, stores, searches, analyzes, transmits, or shares personally identifying or reasonably linkable information concerning persons, vehicles, electronic devices, activities, movements, locations, behaviors, characteristics, or associations in public or publicly accessible places; and

Automated license plate recognition consisting solely of optical character recognition of alphanumeric plate characters, together with a basic one-to-one exact-match comparison against a specifically identified, lawfully maintained hot list, does not, standing alone, constitute a prohibited capability. A system using those functions is prohibited only if it otherwise satisfies this definition and also possesses, performs, enables, contributes to, or participates in at least one capability listed below.

Second, possesses, performs, enables, contributes to, or participates in one or more of the following capabilities:

1. Automated biometric recognition, including facial recognition, when used in or directed toward a public or publicly accessible place;
2. Identification, location, or tracking of electronic devices through cellular, wireless, Bluetooth, radio-frequency, advertising, network, or other electronic identifiers or signals;
3. Automated identification, reidentification, or tracking of a person, vehicle, object, or electronic device across multiple observations, cameras, sensors, locations, or times;
4. Creation of a searchable historical record of a person's, vehicle's, or device's locations, movements, routes, activities, behaviors, or associations;
5. Upload, transmission, contribution, or availability of surveillance information to an external surveillance database or network;
6. Searchability by, or access for, an external agency without prior individualized judicial authorization;
7. Artificial intelligence or algorithmic analysis used to identify patterns, behaviors, characteristics, associations, travel histories, routes, common locations, groups, relationships, risks, anomalies, predictions, classifications, investigative leads, or other inferences;
8. Automated generation of alerts, flags, rankings, classifications, watch-list matches, or risk assessments based upon behavior, association, route, location pattern, biometric characteristic, vehicle feature other than exact alphanumeric plate characters, or an algorithmically generated criterion; provided that a basic one-to-one exact-match comparison of plate characters against a specifically identified, lawfully maintained hot list does not, standing alone, satisfy this item;
9. Combination of surveillance information with commercial data, communications information, mobile-device information, social-media information, property records, public records, biometric information, or another database for identification, tracking, profiling, classification, or inference;
10. Persistent aerial, drone-based, camera-based, sensor-based, audio-based, or electronic monitoring of public or publicly accessible places;
11. Identification or tracking based upon facial appearance, gait, voice, clothing, body shape, tattoos, distinguishing features, vehicle appearance, device signals, or another physical, behavioral, or electronic characteristic; or
12. A capability substantially equivalent to one or more of items 1 through 11 that permits the system to perform "mass surveillance" as defined in this article.

A system may constitute a prohibited mass surveillance system regardless of:

1. Its brand name or vendor;
2. Whether its equipment, software, or database is publicly or privately owned;
3. Whether information is physically stored inside or outside South Carolina;
4. Whether separate databases are searched through a common portal rather than physically combined;
5. Whether information is retained for a limited number of hours or days;
6. Whether agency policy requires a user to enter a reason, case number, or documented purpose;
7. Whether access is labeled direct, indirect, reciprocal, shared, federated, assisted, or request-based;
8. Whether the system is provided without charge, through a trial program, by donation, through a grant, or through another entity;
9. Whether the vendor or operator describes the technology as artificial intelligence; or
10. Whether a system performs prohibited processing remotely after ordinary cameras, microphones, or sensors collect the original information.

Surveillance information

"Surveillance information" means any image, video, audio, signal, record, identifier, metadata, time, date, location, search history, query, alert, analytical output, profile, classification, association, prediction, or inference captured, collected, received, produced, or derived by a surveillance system.

Sec. 2-503. Limited exclusions.

(a) A prohibited mass surveillance system does not include:

1. A camera or system used solely to control entry into a secured building, gated facility, restricted parking area, utility site, detention facility, computer system, or other restricted property, provided that:
   a. Its use is limited to verifying the identity or authority of persons seeking access;
   b. It is not primarily directed toward persons or traffic in a public or publicly accessible area;
   c. Its information is not used to track a person outside the secured location; and
   d. Its information is not contributed to or searchable through an external surveillance database or network;
2. An ordinary premises-security camera that is not configured or used to conduct automated biometric recognition, automated reidentification, cross-camera tracking, historical movement analysis, or external database sharing;
3. A camera or sensor used solely for real-time traffic-flow management, nonidentifying traffic counting, road-condition monitoring, weather observation, traffic-signal operation, infrastructure monitoring, or emergency detection, provided that it does not create person-specific, vehicle-specific, or device-specific records, permit retrospective identification or tracking, or transmit identifying information to another database;
4. Periodic aerial or satellite imagery acquired for mapping, tax assessment, planning, engineering, environmental monitoring, infrastructure management, or damage assessment, provided the imagery is not used to identify or track particular persons, vehicles, or electronic devices and is not incorporated into a prohibited mass surveillance system;

5. A body-worn camera, manually operated camera, or vehicle dashboard camera used to record an officer's direct interaction, traffic stop, emergency response, or specifically identified incident, provided its recordings are not routinely subjected to automated biometric recognition, mass identification, cross-camera tracking, or incorporation into an external mass surveillance network;
6. A manually operated camera, sensor, or investigative device used during a particularized investigation pursuant to the judicial authorization required by law;
7. A temporary system narrowly deployed to locate a specifically identified abducted, missing, endangered, or fleeing person during an objectively reasonable emergency, provided that:
    a. Deployment is limited in geographic scope and duration;
    b. Access and use are limited to the emergency;
    c. Information concerning uninvolved persons is not retained or used for an unrelated purpose; and
    d. Information is not contributed to a general-purpose external surveillance database or network;
8. Incident-specific aerial or drone operations conducted for search and rescue, disaster response, fire suppression, accident reconstruction, scene documentation, fugitive apprehension, or response to a specific reported incident, provided the operation is limited in geographic scope and duration, is not a routine or persistent aerial patrol of the general public, and its information is not contributed to a general-purpose external surveillance database or network;
9. A parking, payment, toll, or access-control system that collects only the information reasonably necessary to complete a transaction or control entry and does not contribute information to a law-enforcement or mass surveillance database;
10. A cybersecurity system used to protect County computer networks, information systems, or accounts, provided it is not used to monitor the physical movements or activities of persons in public places;
11. A system used solely for emergency dispatch, emergency communications, or response to a specific reported incident, provided it is not used for continuous mass identification or tracking;
12. A system whose use is expressly required by controlling state or federal law, but only to the minimum extent expressly required; or
13. A system otherwise described in the definition of "prohibited mass surveillance system," if:
    a. Every search, query, retrieval, or analytical use of retained information is technically conditioned upon prior individualized judicial authorization;
    b. The technical controls prevent such access unless information identifying the judicial authorization is entered or verified and create an auditable record of the access;
    c. The system does not contribute information to, and is not searchable through, an external surveillance database or network; and
    d. The system does not perform real-time identification, tracking, alerting, or analytical use before the required individualized judicial authorization.

For purposes of item 13, an agency policy, user attestation, supervisor approval, case-number requirement, or after-the-fact audit, standing alone, is not a technical condition upon access.

(b) A system otherwise falling within an exclusion loses the exclusion if its information is routinely uploaded to, made accessible through, searched through, analyzed by, combined with, or used as an input for a prohibited mass surveillance system.

(c) In any eligibility determination under this article or application for a County permit, license, lease, easement, encroachment authorization, use agreement, or other County approval, the person or entity claiming an exclusion bears the burden of demonstrating that the system qualifies for an exclusion under this section. This subsection does not alter any burden of proof applicable in an enforcement action, judicial proceeding, or constitutional challenge.

Sec. 2-504. Prohibition on County expenditures and resources.

(a) No County-controlled funds may be appropriated, transferred, allocated, expended, encumbered, obligated, reimbursed, or otherwise made available, directly or indirectly, for a prohibited mass surveillance system.

(b) The prohibition includes, but is not limited to:

1. Purchase, lease, rental, financing, or acquisition;
2. Subscription, license, software, database-access, network-access, or service fees;
3. Installation, construction, testing, maintenance, repair, replacement, removal, or renewal;
4. Electricity, communications, internet service, networking, cloud services, data storage, computing, or technical support;
5. Cameras, microphones, sensors, scanners, drones, poles, cabinets, foundations, signs, batteries, solar panels, wiring, communications equipment, servers, or related infrastructure;
6. Training, travel, consulting, legal, administrative, or personnel expenses;
7. Real-time alerts, retrospective searches, biometric searches, watch-list participation, hot-list participation, shared-network access, vendor-assisted searches, or analytical services;
8. Reimbursement to another governmental entity, vendor, contractor, nonprofit organization, or private person;
9. A matching contribution associated with a state, federal, private, or nonprofit grant;
10. Renewal or extension of a contract, subscription, trial, memorandum of understanding, information-sharing agreement, or other arrangement;
11. Any expenditure having the purpose or practical effect of supporting or facilitating a prohibited system.

(c) Except as provided in Section 2-501(e) and (f), no County property, County equipment, County vehicle, County drone, County communications system, County information-technology network, County software, County database, County account, County credential, County purchasing card, County employee time, or other County resource may be used to install, own, operate, host, maintain, connect, promote, or otherwise support a prohibited mass surveillance system.

(d) No County department, office, board, commission, agency, employee, official, contractor, or person acting on behalf of the County may:

1. Enter into or renew a contract, memorandum of understanding, data-contribution agreement, reciprocal hosting agreement, trial agreement, or other arrangement to acquire, own, fund, operate, administer, host, maintain, or supply locally collected surveillance information to a prohibited system;
2. Accept a donation, free trial, private grant, loaned equipment, software service, or other thing of value for the acquisition, installation, operation, hosting, maintenance, or support of a prohibited system using County property or resources;

3. Contribute County-collected surveillance information to a prohibited system or external surveillance database or network; or
4. Do indirectly through another person or entity what this article prohibits the County from doing directly.

(e) Each annual budget ordinance, supplemental appropriation, procurement, grant agreement, intergovernmental agreement, and departmental expenditure is subject to this section.

Sec. 2-505. Prohibition on County property.

(a) No prohibited mass surveillance system may be installed, placed, attached, owned, operated, maintained, hosted, powered, connected, or allowed to remain on, within, above, beneath, or attached to County property.

(b) The prohibition applies regardless of whether the system or supporting equipment is owned by:

1. The County;
2. A County elected office;
3. A municipality;
4. Another county;
5. A state or federal agency;
6. A private vendor;
7. A utility company;
8. A contractor;
9. A nonprofit organization; or
10. Any other person or entity.

(c) No County officer, employee, department, board, commission, agency, contractor, or other person acting on behalf of the County may issue, approve, execute, or recommend a lease, license, easement, right-of-entry agreement, attachment agreement, utility authorization, use agreement, memorandum of understanding, or other permission authorizing a prohibited system on County property.

(d) The prohibition includes equipment that collects surveillance information for processing, identification, analysis, storage, or sharing through software or infrastructure located elsewhere.

Sec. 2-506. County road rights-of-way and encroachments.

(a) No prohibited mass surveillance system may be installed, placed, attached, owned, operated, maintained, hosted, powered, connected, or allowed to remain within, upon, above, or beneath a County-controlled right-of-way.

(b) The prohibition applies to a device or system attached to or supported by:

1. A County-owned pole or structure;
2. A utility-owned pole or structure;
3. A privately owned pole or structure;
4. A vendor-installed pole or structure;
5. A traffic-control device;
6. A bridge, sign, cabinet, fixture, communications facility, or utility facility; or

7. Any other publicly or privately owned supporting infrastructure located within a County-controlled right-of-way.

(c) Ownership of a camera, microphone, sensor, scanner, device, pole, structure, communications equipment, electrical connection, or supporting infrastructure does not determine whether this section applies. Physical occupation or use of a County-controlled right-of-way is sufficient.

(d) No encroachment permit, utility authorization, attachment authorization, construction permit, right-of-entry agreement, license, lease, easement, or other permission may be issued for a prohibited system within a County-controlled right-of-way.

(e) An application involving a prohibited system shall be denied as a prohibited use and shall not be eligible for a variance, administrative exception, or staff waiver.

(f) A prohibited system installed without lawful County permission constitutes an unauthorized encroachment.

(g) This section does not assert County permitting authority over an SCDOT-maintained right-of-way or a municipal right-of-way where the County possesses no ownership, easement, maintenance responsibility, or other legal authority.

Sec. 2-507. Existing systems and removal.

(a) Within thirty days after the effective date of this article, the County Administrator, County Engineer, information-technology personnel, facilities personnel, and other appropriate County staff shall identify, to the extent reasonably ascertainable, any prohibited system:

1. Located on County property;
2. Located within a County-controlled right-of-way;
3. Supported by County-controlled funds or resources;
4. Operated, hosted, maintained, connected, or materially supported through County-owned equipment, software, networks, accounts, databases, or credentials; or
5. Operated under a County contract, permit, agreement, subscription, or authorization.

(b) The County Administrator shall consult with the County Attorney concerning any existing permit, contract, easement, property right, grant condition, or other legal obligation affecting removal or termination.

(c) Except where a different procedure is legally required, the County shall provide written notice to the owner, operator, vendor, contractor, governmental entity, utility, or other responsible person directing that:

1. County-funded or County-hosted collection, processing, analysis, transmission, and contribution to an external surveillance database or network be discontinued within ten business days after receipt of notice;
2. County-funded subscriptions, accounts, software services, and data-contribution connections be terminated within ten business days after receipt of notice; and
3. Physical devices and associated equipment be removed from County property or the County-controlled right-of-way within thirty days after receipt of notice.

(d) A revocable permit, license, authorization, or permission for a prohibited system is revoked as of the effective date of this article, subject to any notice or procedural requirement imposed by law or the applicable instrument.

(e) If a responsible person fails to remove an unauthorized device within the required period, the County may:

1. Disconnect, cover, disable, or remove the device;
2. Terminate power, communications, network, or other County-provided service;
3. Disable or terminate County-funded subscriptions, accounts, software services, or data-contribution connections;
4. Store the device for a reasonable period;
5. Recover the County’s removal, storage, restoration, administrative, and legal costs;
6. Pursue injunctive or other relief; and
7. Exercise any other lawful remedy.

(f) The County shall not destroy equipment belonging to another person without legal authority and appropriate notice.

(g) Nothing in this section authorizes the unconstitutional impairment of an enforceable contract or vested property right. Where such a claim is asserted, the County Attorney shall determine the appropriate lawful procedure.

Sec. 2-508. Eligibility for discretionary County distributions.

(a) A participating governmental entity is ineligible to receive a discretionary County distribution during the period of its participation in a prohibited mass surveillance system.

(b) The ineligibility established by this section applies to:

1. General-fund appropriations;
2. Recreation funds;
3. Council-district appropriations or recommendations;
4. Capital-project assistance;
5. Economic-development grants;
6. Beautification grants;
7. Community grants;
8. Sponsorships;
9. Contributions;
10. Reimbursements;
11. County-provided in-kind assistance;
12. Use of County personnel, equipment, facilities, or property;
13. County-administered grant programs; and
14. Any other discretionary transfer of County-controlled funds or resources.

(c) No participating governmental entity may avoid ineligibility by requesting that funds be awarded to:

1. A nonprofit organization;
2. A committee;
3. A chamber of commerce;

4. A festival board;
5. A contractor;
6. A fiscal agent;
7. An affiliated entity;
8. A separate authority or commission; or
9. Another intermediary acting for, benefiting, reimbursing, or supporting the participating governmental entity.

(d) A recipient may not use County-controlled funds to pay an expense that would otherwise be paid by a participating governmental entity, thereby freeing the entity's own money for a prohibited system.

(e) This section establishes eligibility for discretionary County assistance. It does not impose a fine or require a participating governmental entity to terminate its system.

Sec. 2-509. Accommodations-tax eligibility.

(a) To the fullest extent permitted by state law, no participating governmental entity shall be eligible to receive a discretionary award, grant, allocation, sponsorship, contract, reimbursement, or distribution administered by the County from:

1. State accommodations-tax revenue allocated for tourism promotion or tourism-related expenditures under S.C. Code § 6-4-10;
2. Local accommodations-tax revenue imposed and administered under S.C. Code §§ 6-1-510 through 6-1-570;
3. Accommodations-tax revenue lawfully allocated to the County general fund and subsequently offered through a discretionary grant, contribution, sponsorship, or funding program; or
4. Any other County-administered tourism fund.

(b) No County-administered accommodations-tax award may be made for a municipally sponsored event associated with a participating municipality.

(c) Subsection (b) applies regardless of whether the named applicant or event organizer is:

1. Separately incorporated;
2. Tax exempt;
3. Governed by an independent or nominally independent board;
4. A chamber of commerce;
5. A festival committee;
6. A civic organization;
7. A contractor;
8. A fiscal agent; or
9. Otherwise legally distinct from the municipality.

(d) An event is associated with a participating municipality when that municipality provides material municipal support, including material in-kind municipal support.

(e) Police details, road closures, barricades, donated or preferential use of municipal parks or streets, public works assistance, sanitation, dedicated fire or emergency services, municipal insurance, administrative support, municipal promotion, fee waivers, utilities, equipment, and other planned event-specific assistance shall be counted as municipal sponsorship when provided as defined in this article.

(f) The County accommodations-tax advisory committee or other advisory body shall incorporate the eligibility requirements of this article and Chapter 30, Article III, Division 2 into its application guidelines and review process.

(g) Every application must continue to be reviewed, and every expenditure must continue to satisfy the procedural and substantive tourism requirements of applicable state law.

(h) Nothing in this article:

1. Authorizes accommodations-tax money to be used for a purpose not otherwise authorized by state law;
2. Eliminates advisory-committee review required by state law;
3. Requires County Council to approve an advisory-committee recommendation;
4. Requires the County to fund every applicant or every otherwise qualifying tourism activity;
5. Affects a distribution that state law expressly and unconditionally requires the County to make to a specifically designated recipient; or
6. Authorizes the County to divert restricted accommodations-tax revenue to an unauthorized use.

(i) When an advisory committee recommends an award to an ineligible applicant, County Council may reject the recommendation and select another lawful tourism-related expenditure in accordance with state law.

(j) The independently codified provisions of Chapter 30, Article III, Division 2 shall also apply to accommodations-tax awards and shall be read consistently with this section.

Sec. 2-510. Municipally sponsored events.

(a) A municipally sponsored event associated with a participating municipality is ineligible for a discretionary County distribution.

(b) In determining whether an event is municipally sponsored, the County shall consider the totality of the financial, operational, promotional, administrative, organizational, and property relationship between the event and municipality.

(c) The following constitute municipal sponsorship when provided for the planned operation of an event:

1. Dedicated municipal police personnel or traffic control;
2. Municipal road or street closures;
3. Municipal barricades, cones, signs, or traffic-control devices;
4. Dedicated municipal fire, rescue, or emergency medical support;
5. Free, discounted, donated, or preferential use of municipal parks, streets, sidewalks, buildings, stages, parking areas, or facilities;
6. Municipal public works personnel or equipment;
7. Municipal sanitation, setup, teardown, or cleanup;
8. Municipal insurance or indemnification;
9. Municipal advertising or official promotion;
10. Municipal administrative or fiscal-agent services;

11. Waiver or absorption of fees or expenses;
12. Municipal utility service;
13. Direct municipal appropriations; or
14. Appointment or control of members of the event's board or organizing committee.

(d) An event organizer may not divide municipal support among several organizations or characterize municipal services as unrelated expenditures for the purpose or practical effect of avoiding this article.

(e) The County shall consider the fair value and operational importance of municipal support rather than merely whether the municipality issued a check to the organizer.

(f) A private event does not become municipally sponsored solely because:

1. The municipality issues an ordinary permit on the same terms applicable to similarly situated applicants;
2. The organizer pays the full published and actual cost of all municipal services and receives no preferential treatment; or
3. Municipal police, fire, rescue, or emergency medical personnel respond to an unplanned emergency.

Sec. 2-511. Applications, disclosure, and certification.

(a) Every applicant for a discretionary County distribution shall disclose:

1. Each municipality or governmental entity sponsoring or supporting the applicant, program, project, or event;
2. All municipal financial contributions;
3. All municipal in-kind support;
4. Use of municipal property;
5. Municipal personnel or equipment provided;
6. Municipal fee waivers or discounted services;
7. Municipal appointment or control of board or committee members;
8. Whether the applicant is acting as a fiscal agent, intermediary, contractor, or affiliate of a municipality;
9. Whether any participating governmental entity will directly or indirectly benefit from the requested funds; and
10. Any other information reasonably necessary to determine eligibility under this article.

(b) An applicant shall certify that:

1. The application contains a complete and accurate disclosure;
2. The requested funds will not directly or indirectly support a prohibited mass surveillance system;
3. The applicant is not being used to circumvent this article;
4. No portion of the award will be transferred, reimbursed, credited, or otherwise provided to an ineligible entity except for an arm's-length payment for lawful goods or services unrelated to a prohibited system; and

5. The applicant will notify the County of any material change in eligibility before final payment or expenditure.

(c) The certification shall be incorporated into the grant agreement, contract, award letter, reimbursement agreement, or other instrument governing the distribution.

(d) The County may require documentation establishing the actual cost or fair value of municipal in-kind support.

(e) A materially false, incomplete, or misleading certification constitutes grounds for:

1. Denial of the application;
2. Suspension or termination of the award;
3. Withholding of unpaid funds;
4. Repayment of funds already disbursed;
5. Recovery of collection and legal costs where authorized by law;
6. Ineligibility for future discretionary County distributions for up to three years; and
7. Any other remedy available under the grant agreement or applicable law.

(f) Before imposing a period of future ineligibility, the County shall provide written notice of the alleged violation and a reasonable opportunity for the applicant to respond.

Sec. 2-512. Eligibility determinations and cure.

(a) The County Administrator shall maintain a list of governmental entities determined to be participating governmental entities.

(b) Before placing an entity on the list, the County Administrator shall provide written notice stating the factual basis for the proposed determination and allow the entity at least fifteen business days to submit responsive information.

(c) The County Administrator shall issue a written determination following consideration of the available information.

(d) An affected entity may appeal the determination to County Council by filing written notice with the Clerk to Council within fifteen business days.

(e) County Council may affirm, reverse, or modify the determination following consideration at a public meeting.

(f) An entity's ineligibility ends when the County determines that the entity has satisfied either of the following:

1. Terminated the conduct that caused it to be a participating governmental entity, including termination of applicable contracts or subscriptions, removal of applicable devices from property under its control, withdrawal from external surveillance databases and networks, cessation of locally collected data contributions and material operational support, and submission of a certification and supporting documentation reasonably satisfactory to the County; or
2. Reconfigured the system so that it qualifies for an exclusion under Section 2-503 or otherwise no longer constitutes a prohibited mass surveillance system, as verified by documentation reasonably satisfactory to the County.

(g) Eligibility may be restored prospectively. Restoration does not require the County to reconsider an application or award previously denied, nor does it create an entitlement to future funding.

Sec. 2-513. Anti-circumvention.

(a) No person or entity may knowingly structure, divide, route, relabel, reimburse, transfer, or administer a transaction for the purpose or practical effect of avoiding this article.

(b) The County shall evaluate the substance and economic reality of a transaction, relationship, sponsorship, or arrangement rather than its nominal form.

(c) Prohibited circumvention includes:

1. Routing an application through a separate nonprofit organization or committee;
2. Naming a fiscal agent as the recipient while an ineligible entity controls or materially benefits from the funds;
3. Using County funds for event expenses ordinarily paid by a participating municipality;
4. Transferring County-funded equipment, services, or reimbursements to an ineligible entity;
5. Dividing one project into separate applications;
6. Characterizing material municipal support as routine permitting when it provides event-specific operational assistance;
7. Omitting or materially undervaluing municipal in-kind support;
8. Using a vendor, utility, contractor, or other governmental entity to install or operate a prohibited system on County property or in a County-controlled right-of-way.

Sec. 2-514. Administration and annual reporting.

(a) The County Administrator, County Attorney, Finance Director, Procurement Director, County Engineer, Parks, Recreation and Tourism Director, information-technology personnel, and other appropriate staff shall implement this article within their respective areas of responsibility.

(b) County procurement documents, grant guidelines, applications, contracts, sponsorship agreements, accommodations-tax materials, information-technology policies, and encroachment-permit procedures shall be revised as necessary to implement this article.

(c) At least annually, the County Administrator shall provide County Council with a report identifying:

1. Known prohibited systems on County property or County-controlled rights-of-way;
2. County-funded contracts, subscriptions, hosting arrangements, and data-contribution arrangements reviewed under this article;
3. Participating governmental entities;
4. Applications denied under this article;
5. Certifications and disclosures received;
6. Removal or enforcement activity;
7. Eligibility restorations; and
8. Recommended administrative or legislative changes.

(d) No report required by this section shall disclose information that is confidential under state or federal law.

Sec. 2-515. Enforcement and remedies.

(a) The County may enforce this article through any lawful remedy, including:

1. Denial or revocation of a permit or authorization;
2. Termination or nonrenewal of a contract, subscription, account, or agreement;
3. Suspension or denial of a County payment;
4. Removal of an unauthorized encroachment;
5. Recovery of removal, restoration, storage, and administrative costs;
6. Repayment or contractual recovery of grant funds;
7. Injunctive or declaratory relief;
8. Disqualification from discretionary County funding; and
9. Any other civil, contractual, administrative, or equitable remedy authorized by law.

(b) The County Attorney is authorized to seek injunctive relief and other civil, contractual, administrative, or equitable remedies in a court of competent jurisdiction.

(c) Grant ineligibility under this article is an eligibility condition and not a criminal penalty.

Sec. 2-516. Savings and limitations.

(a) Nothing in this article shall be construed to:

1. Direct the handling or outcome of a particular criminal investigation;
2. Prevent an officer or other person from directly observing a person, vehicle, object, or activity in public;
3. Prevent a law-enforcement officer from searching, querying, requesting, receiving, analyzing, or using lawfully available information during a lawful traffic stop, emergency, search-and-rescue operation, or particularized investigation, including pursuant to individualized judicial authorization, solely because the information was collected by a prohibited mass surveillance system, provided the officer's jurisdiction does not own, fund, contract for, operate, host, maintain, or contribute locally collected surveillance information to that system in violation of this article;
4. Regulate an ordinary private camera located entirely on private property outside County property and County-controlled rights-of-way;
5. Assert County control over an SCDOT or municipal right-of-way where the County has no legal authority;
6. Require withholding of money that the County is expressly and unconditionally required by state or federal law, final court order, binding bond covenant, or preexisting enforceable contract to distribute;
7. Authorize the expenditure of restricted funds for an unauthorized purpose;
8. Prohibit compliance with a valid court order directed to the County;
9. Alter a duty expressly imposed upon an elected official by general state law; or
10. Prevent the County from taking actions necessary to protect its legal interests or comply with controlling law.

(b) Nothing in this article creates a private cause of action against the County, County Council, a County employee, or a County official.

(c) No person or entity possesses a vested right to receive a future discretionary County distribution.

(d) Where application of a particular provision would be preempted by controlling state or federal law, that provision shall be limited only to the minimum extent necessary to avoid preemption.

(e) This article shall be construed consistently with any subsequently enacted state statutory framework governing the technologies addressed herein and shall yield to the extent, and only to the extent, of any direct conflict.

SECTION 2. CHAPTER 30 ACCOMMODATIONS-TAX CODIFICATION

Chapter 30, Article III, of the Oconee County Code of Ordinances is amended by adding a new Division 2, beginning with Section 30-111, to read as follows:

DIVISION 2. MASS SURVEILLANCE ELIGIBILITY RESTRICTIONS FOR COUNTY-ADMINISTERED ACCOMMODATIONS-TAX FUNDS

Sec. 30-111. Purpose and applicability.

(a) The purposes of this division are to:

1. Prevent County-administered accommodations-tax funds from being used directly or indirectly to acquire, own, fund, operate, maintain, host, support, or subsidize prohibited mass surveillance systems;
2. Establish prospective and uniform eligibility requirements for discretionary County-administered accommodations-tax awards;
3. Protect the privacy, liberty, freedom of movement, freedom of association, and other rights of Oconee County residents and visitors;
4. Prevent municipalities from circumventing County funding restrictions through separate committees, nonprofit organizations, festival boards, chambers of commerce, fiscal agents, contractors, or affiliated entities; and
5. Ensure that County-administered tourism funds are expended consistently with County policy and applicable state law.

(b) This division applies to discretionary accommodations-tax funds administered, allocated, awarded, or expended by the County, including:

1. The County of Oconee Local Accommodations Tax Special Revenue Fund;
2. State accommodations-tax funds administered by the County for tourism promotion or tourism-related expenditures;
3. Accommodations-tax revenue lawfully allocated to the County general fund and subsequently offered through a discretionary grant, sponsorship, contribution, or award program; and
4. Any other discretionary County-administered tourism fund derived in whole or in part from accommodations-tax revenue.

(c) This division does not authorize an expenditure for a purpose not otherwise authorized by state law.

(d) This division does not require the County to withhold a distribution that state law expressly and unconditionally requires the County to make to a specifically designated recipient.

(e) This division applies prospectively to applications, awards, contracts, renewals, and authorizations submitted, made, or arising on or after the effective date of the ordinance enacting this division. No accommodations-tax award approved before the effective date shall be rescinded solely on the basis of this division.

Sec. 30-112. Definitions.

(a) The definitions contained in Chapter 2, Article VII, Protection from Mass Surveillance, are incorporated into this division and shall have the same meanings when used herein.

(b) For purposes of this division, "County-administered accommodations-tax funds" means accommodations-tax revenue over which County Council possesses lawful discretion to select a recipient, event, program, project, expenditure, contract, grant, sponsorship, reimbursement, or other use.

(c) Where a term contained in this division conflicts with a definition contained in Division 1 of this article, the more specific definition applicable to mass surveillance eligibility shall govern solely for purposes of this division.

Sec. 30-113. Prohibited expenditures.

(a) No County-administered accommodations-tax funds may be appropriated, awarded, transferred, allocated, expended, encumbered, reimbursed, or otherwise made available, directly or indirectly, for a prohibited mass surveillance system.

(b) The prohibition includes:

1. Purchase, lease, rental, subscription, financing, or acquisition;
2. Installation, construction, testing, maintenance, repair, replacement, or renewal;
3. Software, artificial-intelligence, database, cloud, network, storage, communications, or access fees;
4. Cameras, microphones, sensors, scanners, drones, poles, equipment, electricity, communications, networking, or related infrastructure;
5. Training, personnel, consulting, legal, administrative, or operational expenses;
6. A matching contribution associated with an outside grant;
7. Reimbursement to a municipality, governmental entity, vendor, contractor, nonprofit organization, or other person; and
8. Any expenditure having the purpose or practical effect of supporting, facilitating, subsidizing, or freeing other funds for a prohibited mass surveillance system.

(c) No applicant or recipient may use County-administered accommodations-tax funds to pay an expense ordinarily paid by a participating governmental entity when doing so would enable or free the participating entity to direct its own funds toward a prohibited mass surveillance system.

Sec. 30-114. Ineligible applicants, recipients, and events.

(a) A participating governmental entity is ineligible to receive a discretionary award of County-administered accommodations-tax funds during the period of participation.

(b) A municipally sponsored event associated with a participating municipality is ineligible to receive a discretionary award of County-administered accommodations-tax funds during the period of participation.

(c) Subsection (b) applies regardless of whether the named applicant or organizer is:

1. Separately incorporated;

2. Tax exempt;
3. Governed by an independent or nominally independent board;
4. A nonprofit organization;
5. A chamber of commerce;
6. A festival committee;
7. A civic organization;
8. A contractor;
9. A fiscal agent; or
10. Otherwise legally distinct from the participating municipality.

(d) A participating municipality may not avoid ineligibility by requesting that funds be paid to an intermediary, affiliated organization, contractor, committee, nonprofit organization, festival board, chamber of commerce, or fiscal agent.

(e) The substance and economic reality of the relationship between the municipality, applicant, recipient, and event shall control over legal form or nominal independence.

Sec. 30-115. Municipal sponsorship and in-kind support.

(a) For purposes of this division, material in-kind municipal support constitutes municipal sponsorship.

(b) Municipal sponsorship includes:

1. Dedicated police details, security, or traffic control;
2. Road or street closures;
3. Barricades, cones, signs, detours, or traffic-control devices;
4. Dedicated fire, rescue, emergency medical, or emergency-management support;
5. Free, donated, discounted, or preferential use of municipal parks, streets, sidewalks, buildings, stages, parking areas, or facilities;
6. Public works labor, vehicles, equipment, setup, teardown, or logistical assistance;
7. Sanitation, waste collection, portable restroom service, or cleanup;
8. Municipal insurance, indemnification, contracting, purchasing, or fiscal-agent services;
9. Municipal advertising, promotion, printing, signage, website placement, or social-media support;
10. Municipal administrative or planning assistance;
11. Waiver, reduction, reimbursement, or absorption of fees or expenses;
12. Municipal electricity, water, communications, or utility service;
13. Direct municipal appropriations; or
14. Municipal appointment or control of members of an event board or organizing committee.

(c) The County shall consider the fair value and operational importance of municipal support rather than merely whether the municipality issued a monetary payment.

(d) An otherwise private event shall not become municipally sponsored solely because:

1. The municipality issues an ordinary permit on the same terms applicable to similarly situated applicants;

2. The organizer pays the full published and actual cost of all municipal services and receives no preferential treatment; or
3. Municipal police, fire, rescue, or emergency medical personnel respond to an unplanned emergency.

(e) Planned, dedicated, donated, discounted, preferential, or event-specific municipal assistance constitutes municipal sponsorship.

Sec. 30-116. Applications, disclosure, and certification.

(a) Every applicant for County-administered accommodations-tax funds shall disclose:

1. Each municipality or governmental entity sponsoring, supporting, funding, organizing, or promoting the applicant, project, program, or event;
2. All direct municipal financial contributions;
3. All anticipated or received municipal in-kind support;
4. Use of municipal streets, parks, sidewalks, buildings, stages, parking areas, or other property;
5. Municipal personnel, equipment, security, traffic control, public works, sanitation, emergency services, utilities, insurance, administrative support, advertising, or promotion;
6. Municipal fee waivers, discounts, reimbursements, or absorbed expenses;
7. Municipal appointment or control of board or committee members;
8. Whether the applicant is acting as a fiscal agent, intermediary, contractor, or affiliate of a municipality;
9. Whether a participating governmental entity will directly or indirectly benefit from the requested award; and
10. Any other information reasonably necessary to determine eligibility.

(b) Every applicant shall certify that:

1. Its disclosures are complete and accurate;
2. The requested funds will not directly or indirectly support a prohibited mass surveillance system;
3. The applicant is not being used to circumvent this division or Chapter 2;
4. No portion of an award will be transferred, reimbursed, credited, or otherwise provided to an ineligible recipient, except through an arm's-length payment for lawful goods or services unrelated to a prohibited system; and
5. The applicant will report any material change affecting eligibility before final payment or expenditure.

(c) The County may require an applicant to calculate and disclose the estimated fair value of municipal in-kind support.

(d) The certifications required by this section shall be incorporated into every applicable grant agreement, contract, award letter, reimbursement agreement, or other funding instrument.

(e) A materially false, incomplete, or misleading application, disclosure, or certification constitutes grounds for:

1. Denial;
2. Suspension or termination of an award;
3. Withholding of unpaid funds;

4. Repayment of funds already disbursed;
5. Recovery of collection and legal expenses where permitted;
6. Ineligibility for future discretionary County awards for up to three years; and
7. Any other remedy authorized by the funding agreement or applicable law.

(f) Before imposing a period of future ineligibility, the County shall provide written notice and a reasonable opportunity to respond.

Sec. 30-117. Advisory review and County Council action.

(a) The County accommodations-tax advisory committee or other advisory body shall incorporate the eligibility requirements of this division and Chapter 2 into its application guidelines and review process.

(b) Every application required by state law to receive advisory review shall continue to receive such review.

(c) The advisory body shall not recommend an award to an applicant determined to be ineligible under this division.

(d) County Council shall consider advisory recommendations in accordance with state law and shall take final action upon proposed expenditures.

(e) When an advisory body recommends an award to an ineligible applicant, County Council may reject the recommendation and select another lawful tourism-related expenditure.

(f) Nothing in this division requires County Council to fund every applicant, project, program, event, or activity that may otherwise satisfy a statutory tourism category.

(g) All expenditures from the County of Oconee Local Accommodations Tax Special Revenue Fund remain subject to approval by County Council under § 30-85.

Sec. 30-118. Determinations, cure, anti-circumvention, and enforcement.

(a) The eligibility determination, notice, appeal, cure, anti-circumvention, administration, and enforcement provisions of Chapter 2, Article VII, apply to this division.

(b) An entity's ineligibility ends when the County determines that the entity has satisfied either of the following:

1. Terminated the conduct that caused it to be a participating governmental entity, including termination of applicable contracts or subscriptions, removal of applicable devices from property under its control, withdrawal from external surveillance databases and networks, cessation of locally collected data contributions and material operational support, and submission of a certification and supporting documentation reasonably satisfactory to the County; or
2. Reconfigured the system so that it qualifies for an exclusion under Section 2-503 or otherwise no longer constitutes a prohibited mass surveillance system, as verified by documentation reasonably satisfactory to the County.

(c) Eligibility shall be restored prospectively following written County approval.

(d) Restoration does not create an entitlement to an award, require reconsideration of a previously denied application, or require displacement of another approved recipient.

(e) No applicant, recipient, municipality, or other person may structure, route, divide, relabel, transfer, reimburse, or administer a transaction for the purpose or practical effect of avoiding this division.

(f) The County shall evaluate the substance and economic reality of a transaction and relationship rather than its nominal form.

(g) Nothing in this division:

1. Authorizes accommodations-tax revenue to be expended for a purpose not permitted by state law;
2. Eliminates advisory review, reporting, accounting, segregation, expenditure deadlines, or other requirements imposed by state law;
3. Requires withholding of a payment that state law expressly and unconditionally requires the County to distribute to a specifically designated recipient; or
4. Prevents application of the remaining provisions to other discretionary accommodations-tax funds if application to a particular category is found to conflict with controlling law.

(h) This division shall be construed consistently with any subsequently enacted state statutory framework governing the technologies addressed herein and shall yield to the extent, and only to the extent, of any direct conflict.

SECTION 3. CHAPTER 26 CONFORMING AMENDMENT

Chapter 26 of the Oconee County Code of Ordinances is amended by adding a new Article IV, entitled "Mass Surveillance Encroachments," consisting of Section 26-201, to read as follows:

ARTICLE IV. MASS SURVEILLANCE ENCROACHMENTS

Sec. 26-201. Prohibited mass surveillance encroachments.

(a) The definitions contained in Chapter 2, Article VII, Protection from Mass Surveillance, are incorporated into this section.

(b) No prohibited mass surveillance system may be installed, placed, attached, owned, operated, maintained, hosted, powered, connected, or allowed to remain within, upon, above, or beneath a County-owned, County-maintained, or County-controlled road, street, bridge, shoulder, median, drainage area, sidewalk, easement, or right-of-way.

(c) The prohibition applies to systems attached to or supported by:

1. County-owned poles or structures;
2. Utility-owned poles or structures;
3. Privately owned poles or structures;
4. Vendor-installed poles or structures;
5. Traffic-control devices;
6. Bridges, signs, cabinets, fixtures, utility facilities, or communications facilities; or
7. Other publicly or privately owned infrastructure located within the County-controlled right-of-way.

(d) Ownership of the camera, microphone, sensor, scanner, device, pole, structure, communications equipment, electrical connection, or supporting infrastructure does not determine whether this section applies.

(e) No encroachment permit, attachment authorization, utility authorization, construction permit, license, lease, easement, right-of-entry agreement, or other County permission may be issued for a prohibited mass surveillance system.

(f) An application involving a prohibited mass surveillance system shall be denied as a prohibited use and shall not be eligible for an administrative waiver, exception, or variance.

(g) A prohibited system installed without authorization or remaining after revocation, termination, or expiration of authorization constitutes an unauthorized encroachment and is subject to removal and enforcement under Chapters 2 and 26.

(h) This section does not assert County authority over an SCDOT or municipal right-of-way where the County possesses no ownership interest, easement, maintenance responsibility, or other legal authority.

SECTION 4. IMPLEMENTATION

(a) Within thirty days after the effective date of this Ordinance, the County Administrator shall direct all County departments and offices subject to County Council's lawful administrative authority to identify:

1. Existing County-funded or County-administered contracts, subscriptions, permits, memoranda of understanding, data-contribution agreements, hosting arrangements, and other arrangements involving mass surveillance technology;
2. Cameras, microphones, sensors, scanners, drones, equipment, or other devices located on County property or within County-controlled rights-of-way that may participate in a prohibited mass surveillance system;
3. County expenditures supporting such systems;
4. County-owned equipment, software, networks, databases, accounts, or credentials used to operate, host, maintain, connect, or contribute locally collected information to such systems; and
5. Pending applications for discretionary County distributions involving participating governmental entities or municipally sponsored events.

(b) Within sixty days after the effective date, the County Administrator shall present County Council with an implementation report.

(c) County staff shall revise County grant, recreation-fund, accommodations-tax, sponsorship, procurement, contracting, information-technology, property-use, and encroachment-permit documents before the next applicable application, procurement, renewal, or award cycle.

(d) The County Administrator shall cause the permanent substantive provisions of Sections 1, 2, and 3 to be submitted for codification in Chapters 2, 30, and 26, respectively.

SECTION 5. EXISTING OBLIGATIONS

Nothing in this Ordinance shall be interpreted to impair a binding contract, bond covenant, vested property right, final court order, or mandatory distribution in violation of controlling law.

The County Attorney shall review any claimed existing obligation and advise County Council and County staff concerning the lawful method of termination, nonrenewal, disconnection, removal, or compliance.

No County-funded contract, permit, subscription, data-contribution agreement, hosting agreement, memorandum of understanding, or other arrangement may be renewed, extended, expanded, or materially modified in a manner inconsistent with this Ordinance.

SECTION 6. SEVERABILITY

Should any section, subsection, paragraph, sentence, clause, phrase, definition, application, or provision of this Ordinance be declared unconstitutional, preempted, invalid, or unenforceable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

County Council declares that it would have adopted this Ordinance and each section, subsection, paragraph, sentence, clause, phrase, definition, application, and provision independently of any portion subsequently declared invalid or unenforceable.

If application of the accommodations-tax provisions to a particular category of revenue or recipient is declared invalid, the remaining restrictions concerning other accommodations-tax revenues, County general funds, recreation funds, grants, County property, County-controlled rights-of-way, County contracts, County personnel, information-technology systems, and other County resources shall remain in effect.

SECTION 7. CONFLICTING PROVISIONS

All ordinances, resolutions, policies, practices, contracts, approvals, permits, or actions of the County inconsistent with this Ordinance are repealed, revoked, rescinded, or superseded only to the extent of the inconsistency and only to the extent permitted by law.

SECTION 8. CODIFICATION

The Clerk to Council and the County’s codifier are authorized to:

1. Make any technical adjustments to article, division, and section numbering that are necessary to conform to the Code, without changing the substantive codification placements specified herein;
2. Correct typographical and grammatical errors;
3. Update cross-references;
4. Format the provisions consistently with the Oconee County Code of Ordinances; and
5. Make other nonsubstantive changes necessary for codification.

No codification change may alter the meaning or substantive effect of this Ordinance.

Sections 1, 2, and 3 are expressly intended to be permanent provisions of the Oconee County Code of Ordinances and shall be codified in Chapters 2, 30, and 26, respectively.

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption following the required readings and public hearing, except that:

The funding-eligibility, grant, award, contract, renewal, and authorization provisions of this Ordinance apply prospectively to applications, awards, contracts, renewals, permits, and authorizations submitted, made, or arising on or after the effective date. No discretionary award approved before the effective date shall be rescinded solely on the basis of this Ordinance. This prospective-application provision does not limit the existing-system, County-property, County-right-of-way, nonrenewal, or existing-obligations provisions of this Ordinance.

1. Existing-system identification shall occur within thirty days;
2. Required application and administrative forms shall be revised within sixty days or before the next applicable funding cycle, whichever occurs first; and
3. Removal, disconnection, termination, or disabling of existing systems shall proceed according to the notice, cure, contractual, property-right, and legal-review provisions contained herein.

ORDAINED in meeting, duly assembled, this ____ of ________________, 2026.

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	August 18, 2026
Second Reading:	September 01, 2026
Third Reading:	September 15, 2026
Public Hearing:	September 15, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-27

AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF OCONEE COUNTY, SOUTH CAROLINA, BY ADDING ARTICLE VIII, ENTITLED "POSITION AUTHORIZATION AND CLASSIFICATION CONTROL"; TO REQUIRE ALL COUNTY POSITIONS, REGARDLESS OF FUNDING SOURCE, TO BE INCLUDED IN A POSITION AUTHORIZATION AND CLASSIFICATION SCHEDULE APPROVED BY COUNTY COUNCIL; TO PROVIDE THAT THE RECEIPT OR AVAILABILITY OF A GRANT, STATE APPROPRIATION, DONATION, RESTRICTED REVENUE, FEE, OR OTHER FUNDING DOES NOT INDEPENDENTLY AUTHORIZE THE CREATION OR CONTINUATION OF A COUNTY POSITION; TO ESTABLISH UNIFORM PROCEDURES FOR THE CREATION, RECLASSIFICATION, CONTINUATION, EXPIRATION, AND ABOLITION OF COUNTY POSITIONS; TO PRESERVE LAWFUL APPOINTMENT AND PERSONNEL AUTHORITY; TO PROHIBIT CIRCUMVENTION; AND TO PROVIDE FOR CODIFICATION, SEVERABILITY, CONFLICTING PROVISIONS, AND AN EFFECTIVE DATE.

WHEREAS, Oconee County Council is the governing body and responsible fiscal authority of Oconee County;

WHEREAS, Section 4-9-25 of the Code of Laws of South Carolina authorizes counties to enact ordinances necessary and proper for the general welfare, convenience, and good government of the county and requires that county powers be liberally construed in favor of the county;

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina authorizes County Council to make appropriations for the functions and operations of the County and to establish, prescribe, modify, and abolish county offices, departments, boards, commissions, and agencies, subject to the Constitution and general law of the State;

WHEREAS, Section 4-9-140 of the Code of Laws of South Carolina requires County Council to adopt annual operating and capital budgets and authorizes Council to require reports, estimates, and statistics from county agencies and departments necessary for Council to perform its duties as the responsible fiscal body of the County;

WHEREAS, Section 4-9-630 of the Code of Laws of South Carolina provides that the County Administrator shall administer personnel policies, salary plans, and classification plans approved by County Council and shall exercise employment and discharge authority subject to the appropriation of funds by County Council;

WHEREAS, the creation of a position may create financial and operational obligations extending beyond the period during which a grant, state appropriation, donation, or other outside funding source remains available;

WHEREAS, County Council finds that transparency, fiscal accountability, consistency, and responsible management require all positions within county government to be expressly authorized by County Council, regardless of the proposed source of salary, benefits, equipment, facilities, administrative support, or other costs associated with the position;

WHEREAS, County Council intends to regulate the authorization, classification, funding, and continued existence of county positions without improperly exercising the hiring, supervision, disciplinary, or discharge authority lawfully assigned to the County Administrator, an elected official, an appointed board, a department head, or another appointing authority; and

WHEREAS, County Council finds that the acceptance or availability of outside funds should not, by itself, permit a county entity to expand the size, scope, or recurring obligations of county government without legislative authorization.

NOW, THEREFORE, be it ordained by the County Council of Oconee County, South Carolina, in meeting duly assembled, that the Code of Ordinances of Oconee County is amended as follows:

SECTION 1. CHAPTER 2 AMENDED

Chapter 2, "Administration," of the Code of Ordinances of Oconee County, South Carolina, is amended by adding Article VIII, entitled "Position Authorization and Classification Control," Sections 2-550 through 2-565, to read as follows:

ARTICLE VIII. POSITION AUTHORIZATION AND CLASSIFICATION CONTROL

Sec. 2-550. Purpose and legislative intent.

(a) The purpose of this article is to establish a uniform and transparent system under which County Council determines the total number, classification, and organizational placement of positions authorized within county government.

(b) County Council retains legislative authority to determine whether a position is authorized to exist, subject to the Constitution and general law of the State of South Carolina.

(c) Nothing in this article authorizes County Council or an individual council member to select, appoint, hire, supervise, discipline, evaluate, or discharge a particular employee when such authority is assigned by law to the County Administrator, an elected official, an appointed board, a department head, or another lawful appointing authority.

(d) The authorization of a position is distinct from: (1) the selection or appointment of the individual who occupies the position; (2) the day-to-day supervision of an employee; (3) employee discipline or discharge; (4) the assignment of duties reasonably within an authorized classification; and (5) other administrative personnel decisions lawfully assigned to the County Administrator or another appointing authority.

Sec. 2-551. Definitions.

For purposes of this article, the following words and phrases have the meanings stated in this section:

Authorized Position

"Authorized position" means a full-time, part-time, temporary, seasonal, grant-funded, state-funded, restricted-fund, or other employment position that is expressly included in the position authorization and classification schedule approved by County Council or has otherwise been expressly authorized by ordinance. The term does not include a bona fide independent contractor who satisfies the requirements of this article.

County

"County" means Oconee County, South Carolina.

County Entity

"County entity" means a county department, division, office, agency, program, institution, board, commission, committee, authority, or other entity created by County Council or operating as a component or function of Oconee County government; the Oconee County Public Library System and its Board of Trustees; an office or operation administered by the County Administrator; an office of an elected or appointed county official to the extent the position at issue is funded, compensated, insured, classified, administered, or supported by Oconee County and is not exclusively controlled by the Constitution or general law of the State; and any other organizational unit whose employees are treated as county employees for payroll, benefits, retirement, workers' compensation, liability coverage, human-resources administration, or other employment purposes. The term does not include a municipality, an independent special purpose district, or another separate political subdivision merely because the entity receives a county appropriation, grant, or distribution, unless the entity or position has been legally incorporated into county government.

Employee

"Employee" means an individual providing services in an employer-employee relationship, without regard to whether the individual is classified as full-time, part-time, temporary, seasonal, provisional, probationary, at-will, grant-funded, state-funded, or otherwise.

Outside Funds

"Outside funds" means money or financial support received or anticipated from a source other than unrestricted county general-fund revenue, including federal, state, or regional grants; state aid or state appropriations; donations, gifts, bequests, or contributions; restricted or designated revenues; special revenues; fees, charges, fines, or program income; reimbursements; proceeds received under an agreement with a public or private entity; foundation or nonprofit funding; funds held in trust or for a restricted purpose; and any other external or non-general-fund revenue.

Position authorization and Classification Schedule

"Position authorization and classification schedule" means the official schedule approved by County Council identifying the employment positions authorized within county government. The schedule may identify the county entity or organizational unit; the position title or classification; the number of authorized positions or full-time equivalents; whether the position is full-time, part-time, temporary, or seasonal; the assigned pay grade or compensation range; the principal funding source; whether the position is subject to a funding expiration date or other condition; and any other information County Council determines necessary for fiscal or organizational control.

Position

"Position" means an employment role or set of continuing employment duties intended to be performed by one or more employees. The term includes a full-time-equivalent position, a part-time position, a shared position, and a position divided among multiple employees.

Sec. 2-552. County Council authorization required.

(a) Every position within a county entity, regardless of funding source, must be expressly included in the position authorization and classification schedule adopted by County Council or otherwise expressly authorized by ordinance.

(b) No county entity may create, establish, advertise, recruit for, fill, appoint an individual to, employ an individual in, or continue a position unless the position has been authorized in accordance with this article.

(c) The acceptance, receipt, award, availability, transfer, or expenditure of a grant, state appropriation, state aid, donation, gift, restricted revenue, fee, reimbursement, program income, or other funding does not independently authorize the creation, filling, or continuation of a county position.

(d) An appropriation to a county entity, approval of a budget, authorization to apply for or accept outside funding, approval of a grant agreement, or approval of an expenditure does not authorize a position unless County Council's action expressly identifies the position or classification, the number of positions or full-time equivalents authorized, the county entity to which the position is assigned, and any expiration date, funding limitation, or other condition applicable to the position.

(e) No position may be implied from historical practice, the availability of funding, an internal budget transfer, an organizational chart, a job description, a personnel requisition, a grant application, a grant award, an administrative approval, or the authority of a county entity to receive or expend funds.

Sec. 2-553. Outside funds do not independently authorize positions.

(a) A county entity seeking to use outside funds for personnel costs must obtain express authorization for the position before advertising or recruiting for the position, making an offer of employment, appointing or assigning an individual to the position, entering into an employment commitment, charging salary or benefits to the outside funding source, or representing to the funding source that the County has committed to establish or continue the position.

(b) Before requesting authorization for an outside-funded position, the requesting county entity shall disclose the proposed title and classification, duties and organizational placement, total projected salary and benefit cost, funding source and restrictions, beginning and ending dates of funding, matching-fund requirements, potential county costs and liabilities, any expectation of continuation after the funding expires, and the proposed disposition of the position when the funding ends.

(c) Unless County Council expressly provides otherwise by ordinance, an outside-funded position terminates upon the earliest of the expiration or exhaustion of the funding, the expiration date specified in the position authorization, the loss of eligibility to use the funds for personnel expenses, or abolition of the position by County Council.

(d) The expiration of outside funding does not create an entitlement to continued employment or require the County to continue the position using unrestricted or other county revenues.

(e) No county entity may transfer, supplement, or substitute county funds to continue an outside-funded position beyond its authorized term without prior approval by ordinance of County Council.

Sec. 2-554. Annual position authorization and classification schedule.

(a) The County Administrator shall submit a proposed position authorization and classification schedule to County Council with the proposed annual operating budget.

(b) The proposed schedule must include every position within each county entity covered by this article, regardless of funding source.

(c) The position authorization and classification schedule shall be adopted as part of the annual budget ordinance. Any amendment to the schedule during the fiscal year must be approved by a subsequent ordinance amending the annual budget ordinance.

(d) The schedule must distinguish among regular full-time positions, regular part-time positions, temporary or seasonal positions, positions funded wholly or partially by outside funds, positions subject to a fixed expiration date, and vacant but authorized positions.

(e) The schedule shall identify the total authorized full-time-equivalent positions for each county entity and for county government as a whole.

(f) The County Administrator and Human Resources Director shall maintain the official administrative record of the schedule as approved and subsequently amended by County Council.

(g) No administrative document, internal spreadsheet, personnel roster, or organizational chart may alter the number or classification of authorized positions established by County Council.

Sec. 2-555. Creation, continuation, reclassification, and abolition of positions.

(a) A new position may be created only through express inclusion in the annual budget ordinance or by a subsequent ordinance amending the annual budget ordinance.

(b) A request to create a position must include the proposed position title and classification, job description, assigned county entity and organizational unit, number of positions or full-time equivalents requested, compensation grade or range, complete annualized salary and benefit cost, funding source, operational justification, permanent or temporary status, expiration date if any, and anticipated future costs or obligations.

(c) County Council may authorize, deny, limit, condition, defer, or establish an expiration date for a proposed position.

(d) A material reclassification requires prior approval by County Council when the reclassification creates a substantially different function or occupation, moves the position into a higher compensation grade, materially expands the scope of a program or service, changes a temporary or outside-funded position into a regular or continuing position, extends a position beyond its authorized expiration date, results in increased annualized compensation or benefit costs not authorized in the adopted budget, or otherwise has the practical effect of creating a new position.

(e) Routine administrative adjustments that do not increase the number of authorized positions, change the essential function of a position, expand a program, or exceed compensation authority approved by County Council may be administered by the County Administrator in accordance with the County's personnel policies and classification plan.

(f) County Council may abolish, reduce, consolidate, condition, or establish an expiration date for an authorized position by ordinance, subject to applicable constitutional, statutory, contractual, and employee-grievance requirements.

(g) The abolition of a position is a legislative and organizational action and is not a directive concerning the discipline or discharge of a particular employee. Implementation shall be performed by the official or entity possessing lawful personnel authority.

Sec. 2-556. Vacancies and transfer of position authority.

(a) A vacancy does not abolish an authorized position unless County Council has established an expiration date, the position is abolished by ordinance, the annual schedule does not continue the position, or a funding or other condition upon which authorization depends has expired.

(b) An authorized but vacant position may not be transferred from one county entity, department, division, program, classification, or principal function to another without prior approval by County Council when the transfer would materially change duties or classification, increase compensation or benefits beyond existing authority, establish or expand a county service or program, continue a position after outside funding expires, or circumvent this article.

(c) Position authority belongs to the approved classification and organizational unit and may not be treated as an unrestricted personnel allowance.

Sec. 2-557. Independent contractors and circumvention prohibited.

(a) No county entity may avoid this article by designating an employee or employment relationship as an independent contractor, consultant, professional-service provider, temporary-agency worker, leased employee, compensated volunteer, employee of a foundation or nonprofit organization, or any similar designation.

(b) In determining whether an arrangement constitutes a position, the County shall consider the degree of control exercised over the individual's work, whether the duties are continuing or indefinite, whether the individual performs substantially the same duties as a county employee, whether the services are integral to an ongoing county operation, whether the County provides workspace, equipment, supervision, scheduling, or administrative support, whether the individual represents the County to the public, whether compensation is based primarily on time worked rather than completion of a defined deliverable, and applicable federal and state standards.

(c) A bona fide independent contractor performing a defined service or delivering a specified work product under a procurement or professional-services agreement is not a position solely because the contractor provides services to the County.

(d) No contract may be used to provide continuing personnel services when the arrangement's primary purpose or effect is to avoid Council authorization of a position.

(e) A contract that would provide the functional equivalent of a continuing county position for more than six months must specifically disclose that fact to County Council before approval or execution. Successive contracts, amendments, renewals, or changes in vendors must be considered together.

Sec. 2-558. Elected officials and positions controlled by state law.

(a) This article shall not be interpreted to interfere with the constitutional or statutory authority of an elected official to select, appoint, supervise, discipline, or discharge personnel.

(b) Except where general law expressly provides otherwise, positions funded, compensated, insured, classified, or administratively supported by the County remain subject to County Council's appropriation authority, the total position authorization established by County Council, countywide personnel and compensation policies lawfully applicable to the position, and the reporting requirements of this article.

(c) When general law mandates the existence, number, compensation, or appointment of particular personnel, that law controls to the extent of any direct conflict.

(d) The County Administrator and County Attorney shall identify any position believed to be wholly or partially exempt and provide County Council with the legal basis for the exemption.

Sec. 2-559. Boards, commissions, authorities, and component units.

(a) A county board, commission, authority, institution, or component unit does not possess independent authority to create a county position merely because it possesses authority to manage a county function, select or appoint staff, receive or expend grants or other revenues, adopt an internal budget, enter into contracts, or recommend personnel or organizational changes.

(b) Unless general law expressly provides otherwise, all positions within such an entity must be included in the position authorization and classification schedule approved by County Council.

(c) After County Council authorizes a position, the board, commission, authority, or other entity possessing lawful appointment and personnel authority retains that authority, subject to applicable law and county policy.

(d) Nothing in this section authorizes County Council or an individual council member to direct the selection, supervision, discipline, or discharge of a specific employee when such authority is vested elsewhere by law.

Sec. 2-560. Temporary and emergency personnel.

(a) The County Administrator may authorize temporary or seasonal personnel only within the number of positions, total full-time-equivalent authority, total compensation authority, and duration approved by County Council.

(b) In response to a declared emergency affecting life, health, safety, or property, the County Administrator may employ temporary emergency personnel without prior position authorization when the employment is reasonably necessary, delay would materially impair the response, the employment does not exceed sixty days unless extended by ordinance, and written notice is provided to County Council within five business days identifying the number of individuals, duties, duration, funding source, and estimated cost.

(c) This section does not authorize the establishment of a permanent or continuing position without Council approval.

Sec. 2-561. Certification and reporting.

(a) The County Administrator, Human Resources Director, and Finance Director shall establish administrative procedures necessary to enforce this article.

(b) Before an individual is added to the County payroll or benefit system, Human Resources and Finance shall verify that the position is authorized, assigned to the correct county entity and classification, supported by sufficient compensation authority, funded through a lawful and available source, and subject to any documented expiration date or condition.

(c) No salary, benefit, stipend, allowance, or other personnel expense may be paid for an unauthorized position.

(d) The County Administrator shall provide County Council with a position report at least quarterly showing authorized positions by county entity, filled and vacant positions, full-time-equivalent totals, positions funded wholly or partially by outside funds, positions scheduled to expire within twelve months, material reclassifications, temporary emergency personnel, and any variance or suspected noncompliance.

(e) Each county entity shall provide information requested to verify compliance.

Sec. 2-562. Effect of unauthorized action.

(a) An administrative action, internal approval, job posting, offer, appointment, employment agreement, funding transfer, or other commitment made in violation of this article does not bind the County beyond the extent required by applicable law.

(b) Upon discovering a suspected violation, the County Administrator shall prevent additional expenditures to the extent legally permissible, notify the Chairman of County Council and County Attorney, determine the legal, financial, and personnel consequences, present a corrective-action recommendation to County Council, and take lawful administrative action to prevent continued noncompliance.

(c) Nothing in this section eliminates any right afforded to an affected employee under state or federal law, the County's grievance procedure, an enforceable contract, or an applicable personnel policy.

(d) An employee shall not be personally penalized solely because the employee accepted or occupied a position that the employee reasonably believed had been properly authorized.

Sec. 2-563. No entitlement or guarantee of employment.

(a) Authorization of a position does not guarantee that the position will be filled.

(b) Authorization of a position does not create a contract of employment, property interest in employment, guarantee of continued funding, guarantee that the position will continue in a future fiscal year, or limitation upon lawful appointment, supervision, discipline, or discharge authority.

(c) All positions remain subject to funding availability, applicable law, County personnel policies, and future legislative action by County Council.

Sec. 2-564. Construction.

(a) This article shall be construed to preserve the lawful separation between County Council's legislative, fiscal, organizational, appropriation, position-authorization, and policy-making authority and the administrative and personnel authority vested in the County Administrator, elected officials, appointed boards, department heads, and other appointing authorities.

(b) When this article conflicts with a specific requirement of the Constitution or general law of the State of South Carolina, the Constitution or general law controls only to the extent of the direct conflict.

(c) The receipt of funds carrying conditions imposed by federal or state law does not waive the requirements of this article unless compliance is expressly prohibited by controlling law.

Secs. 2-565—2-575. Reserved.

SECTION 2. Implementation.

The County Administrator, Human Resources Director, Finance Director, and County Attorney are directed to take all lawful actions necessary to implement this ordinance and ensure that all county positions are administered consistently with the positions authorized in the annual budget ordinance.

SECTION 3. Codification.

The provisions of Section 1 shall be codified in Chapter 2, Article VIII, sections 2-550 through 2-564, of the Code of Ordinances of Oconee County, South Carolina. The Clerk to Council and the County's codifier may correct manifest typographical, grammatical, numbering, and cross-reference errors and may make nonsubstantive formatting corrections necessary for codification, provided no substantive change is made.

SECTION 4. Severability.

If any section, subsection, paragraph, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that determination shall not affect the validity of the remaining portions. County Council declares that it would have adopted this ordinance and each portion thereof irrespective of the fact that one or more portions may be declared invalid or unconstitutional.

SECTION 5. Repeal of Conflicting Provisions.

All ordinances, resolutions, policies, practices, and prior actions in conflict with this ordinance are repealed or superseded to the extent of the conflict. Any provision that is not in conflict remains in full force and effect.

SECTION 6. Savings Clause.

Nothing in this ordinance shall be construed to impair a vested contractual right, eliminate an employee grievance right established by law, or authorize an employment action contrary to state or federal law.

SECTION 7. Effective Date.

This ordinance takes effect immediately upon approval following third reading.

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

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	August 18, 2026
Second Reading:	September 01, 2026
Third Reading:	September 15, 2026
Public Hearing:	September 15, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-28

AN ORDINANCE TO AMEND SECTION 2-191, "APPOINTMENT; DUTIES," OF DIVISION 4, "COUNTY ATTORNEY," OF ARTICLE III, "OFFICERS AND EMPLOYEES," OF CHAPTER 2, "ADMINISTRATION," OF THE OCONEE COUNTY CODE OF ORDINANCES, IN ORDER TO REQUIRE COUNTY COUNCIL AUTHORIZATION BEFORE A COUNTY AGENCY, COMMISSION, BOARD, DEPARTMENT, OR COMMITTEE MAY EMPLOY OR RETAIN AN ATTORNEY OTHER THAN THE COUNTY ATTORNEY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through the Oconee County Council ("County Council"), is authorized by Sections 4-9-25 and 4-9-30 of the South Carolina Code of Laws to enact ordinances necessary for the governance, administration, and general welfare of the County; and,

WHEREAS, Section 2-191 of the Oconee County Code of Ordinances establishes the position, duties, and responsibilities of the County Attorney; and,

WHEREAS, the County Attorney is responsible for providing legal services to County Council, the County Administrator, and County departments and agencies; and,

WHEREAS, County Council finds that the centralized provision and coordination of legal services promotes consistency in the County's legal positions, protects the attorney-client privilege, reduces unnecessary legal expenses, and ensures proper oversight of the expenditure of public funds; and,

WHEREAS, County Council therefore desires to require its specific authorization before any County agency, commission, board, department, or committee may employ, retain, contract with, or otherwise engage an attorney other than the County Attorney.

NOW, THEREFORE, BE IT ORDAINED by the Oconee County Council, in meeting duly assembled, that:

SECTION 1. AMENDMENT OF SECTION 2-191.

Section 2-191, "Appointment; duties," of Division 4, "County Attorney," of Article III, "Officers and Employees," of Chapter 2, "Administration," of the Oconee County Code of Ordinances is hereby amended to read as follows:

Sec. 2-191. Appointment; duties; retention of other attorneys.

The County Attorney shall be an employee of the County and shall be compensated on a mutually agreeable basis, with the usual benefits of a County employee. The County Attorney shall provide legal services to the County Council, the County Administrator, and County departments and agencies. The County Attorney shall serve under the management of the County Administrator, in coordination with, and pursuant to, the directives and policies of County Council. The County Attorney may be subject to a contract of employment, to be executed by the County Administrator on behalf of the County at the direction of the County Council.

No County agency, commission, board, department, or committee shall employ, retain, contract with, or otherwise engage an attorney other than the County Attorney unless specifically authorized by County Council. Any such authorization shall be granted by

motion, resolution, or ordinance duly approved by County Council and shall identify the agency, commission, board, department, or committee authorized to obtain separate legal counsel.

SECTION 2. EXISTING LEGAL REPRESENTATION.

Nothing in this Ordinance shall terminate or impair an existing contract for legal services that was specifically approved by County Council before the effective date of this Ordinance. Any renewal, extension, amendment, or replacement of such contract shall require specific authorization by County Council in accordance with Section 2-191.

SECTION 3. CONFLICTING PROVISIONS.

All ordinances, resolutions, policies, and provisions of the Oconee County Code of Ordinances that are inconsistent with this Ordinance are repealed or amended to the extent necessary to give effect to this Ordinance.

SECTION 4. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. CODIFICATION.

The provisions of Section 1 of this Ordinance shall be codified as part of the Oconee County Code of Ordinances. Sections of this Ordinance that are temporary, transitional, or administrative in nature need not be codified.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon approval following third reading by County Council.

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

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

First Reading:	August 18, 2026
Second Reading:	September 01, 2026
Third Reading:	September 15, 2026
Public Hearing:	September 15, 2026

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2026-10

A RESOLUTION APPOINTING AND COMMISSIONING GRETCHEN LEROY AS A CODE ENFORCEMENT OFFICER (ANIMAL CONTROL) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein;

WHEREAS, consistent with S.C. Code §§ 47-3-20 and 4-9-145 and O.C. Code §§ 20-30 through 32, the Oconee County Council (the "Council") may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (animal control) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the County in connection with animal control.

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

<u>Section 1</u>. Gretchen Leroy is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, this individual shall not perform any custodial arrests in the exercise of their duties as code enforcement officers.

<u>Section 2</u>. The code enforcement authority possessed by this individual shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience

of the County as regards animal control. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator, with the consent of the Oconee County Sheriff, shall execute and provide each code enforcement officer with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of their appointment and commissioning hereby.

Section 4. The above named person(s) shall serve as a code enforcement officer until their appointment and commission is revoked or their employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this _____ day of ______________, 2026, in meeting duly assembled.

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2026-11

A RESOLUTION CONSENTING TO AND AUTHORIZING THE ANNEXATION INTO THE CITY OF SENECA OF CERTAIN PROPERTY OWNED BY OCONEE COUNTY AND PRESENTLY DESIGNATED BY TAX MAP NO. 520-36-10-017

WHEREAS, Oconee County, South Carolina (the "County") is the owner of certain real property comprised of 111.082 acres, more or less, as shown and more fully described as "Parcel B-1" on a plat prepared by Gregory Blake Sosebee, P.L.S. #14818, for Oconee County, South Carolina, and the City of Seneca, South Carolina, dated March 29, 2011, revised April 9, 2012, and recorded on April 25, 2012, in Plat Book B403 at Pages 6 and 7 in the real property records of Oconee County, South Carolina, a copy of which is attached hereto as Exhibit A (the "Property"); and

WHEREAS, the County and the City of Seneca (the "City") (collectively, the "Parties") entered into an Intergovernmental Agreement dated November 29, 2010, as well as an Amendment thereto dated April 16, 2012 (collectively, the "Agreements"), which enumerated the rights, responsibilities, and obligations of the Parties regarding the Property; and

WHEREAS, Section 3 of the Agreements provides that, subsequent to the City's acquisition of certain neighboring property and the County's acquisition of the Property (collectively, the "Development Property"), the City shall annex the Development Property, and further provides that the County shall cooperate with the City for the annexation of the Property; and

WHEREAS, the County, as sole owner of the Property, previously submitted a petition for the Property to be annexed into the City by ordinance pursuant to S.C. Code Ann. § 5-3-150(3); and

WHEREAS, the City previously annexed the Property by Ordinance No. 2014-18 pursuant to the requirements of S.C. Code Ann. § 5-3-150(3); however, Ordinance No. 2014-18 incorrectly cited S.C. Code Ann. § 5-3-100, which governs an alternate method of annexation for entire areas owned by the annexing municipality or county; and

WHEREAS, due to the scrivener's error and oversight described above, the respective resolutions contemplated by S.C. Code Ann. § 5-3-100 were not duly adopted by the City and the County; and

WHEREAS, on April 16, 2026, the Chair of Oconee County Council transmitted a letter to the Mayor of the City asserting that the annexation of the Property was not completed in accordance with the requirements of S.C. Code Ann. § 5-3-100 and, as a result, the Property does not lie within the city limits of the City; and

WHEREAS, the City has undertaken curative action to confirm the proper and complete annexation of the Property pursuant to S.C. Code Ann. § 5-3-100, to the extent the Property was not previously annexed; and

WHEREAS, S.C. Code Ann. § 5-3-100 provides that when territory proposed to be annexed to a municipality belongs entirely to the county in which the municipality is located and is adjacent thereto, it may be annexed by resolution of the governing body of the municipality and the governing body of the county, followed by passage of an ordinance to that effect by the municipality; and

WHEREAS, the City has requested that the County fulfill its obligation under Section 3 of the Agreements to cooperate with the City for annexation of the Property by adopting a resolution evidencing the County's intent and consent to have the Property annexed into the City; and

WHEREAS, Oconee County Council finds that consenting to the annexation of the Property into the City of Seneca, to the extent necessary to complete or confirm such annexation, is consistent with the Agreements and is in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council, in Council duly assembled, that Oconee County hereby expresses its intent and gives its consent to the annexation of the Property described above and shown on Exhibit A into the City of Seneca, South Carolina, pursuant to S.C. Code Ann. § 5-3-100, to the extent such annexation is necessary to correct, complete, confirm, or recommence the annexation process for the Property. The County further authorizes and directs its officers and staff to cooperate with the City as reasonably necessary to complete the annexation process in accordance with applicable law and the Agreements.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

DONE AND DULY ADOPTED by the Oconee County Council, South Carolina, in Council duly assembled this ____ day of ___________________, 2026.

ATTEST:

______________________________	______________________________
Jennifer C. Adams	Matthew Durham
Clerk to Oconee County Council	Chair, Oconee County Council

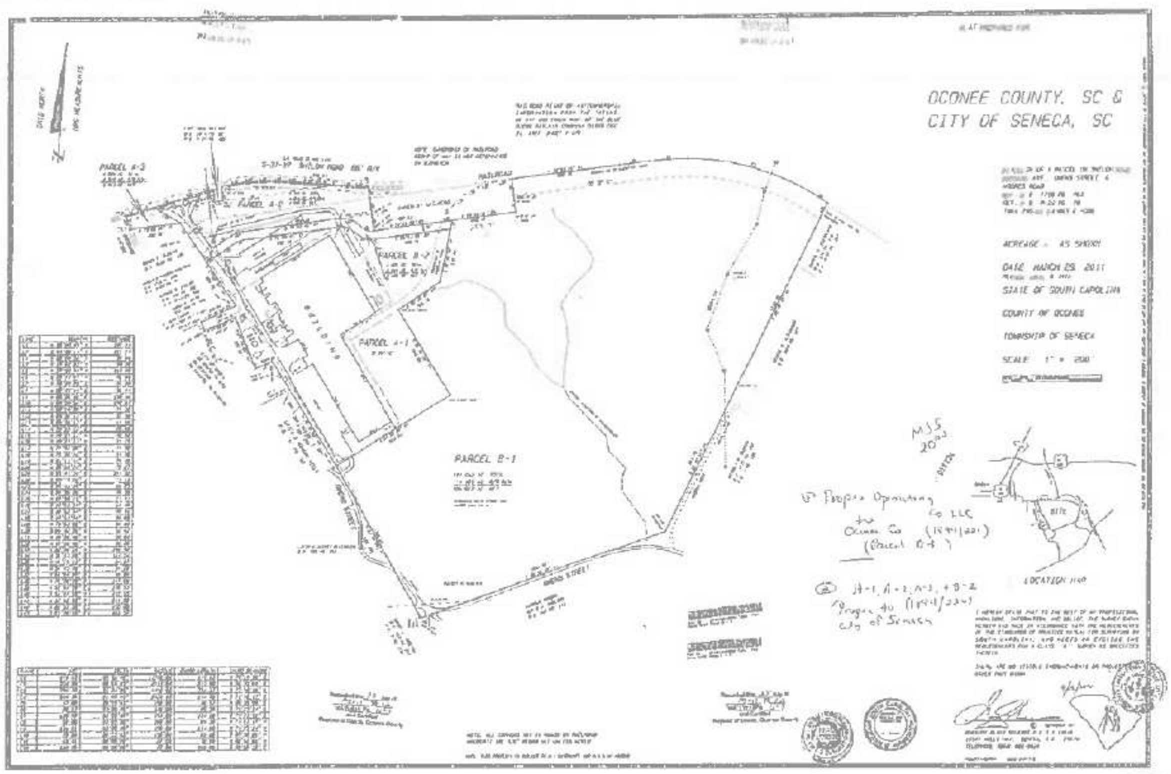
APPROVED AS TO FORM:

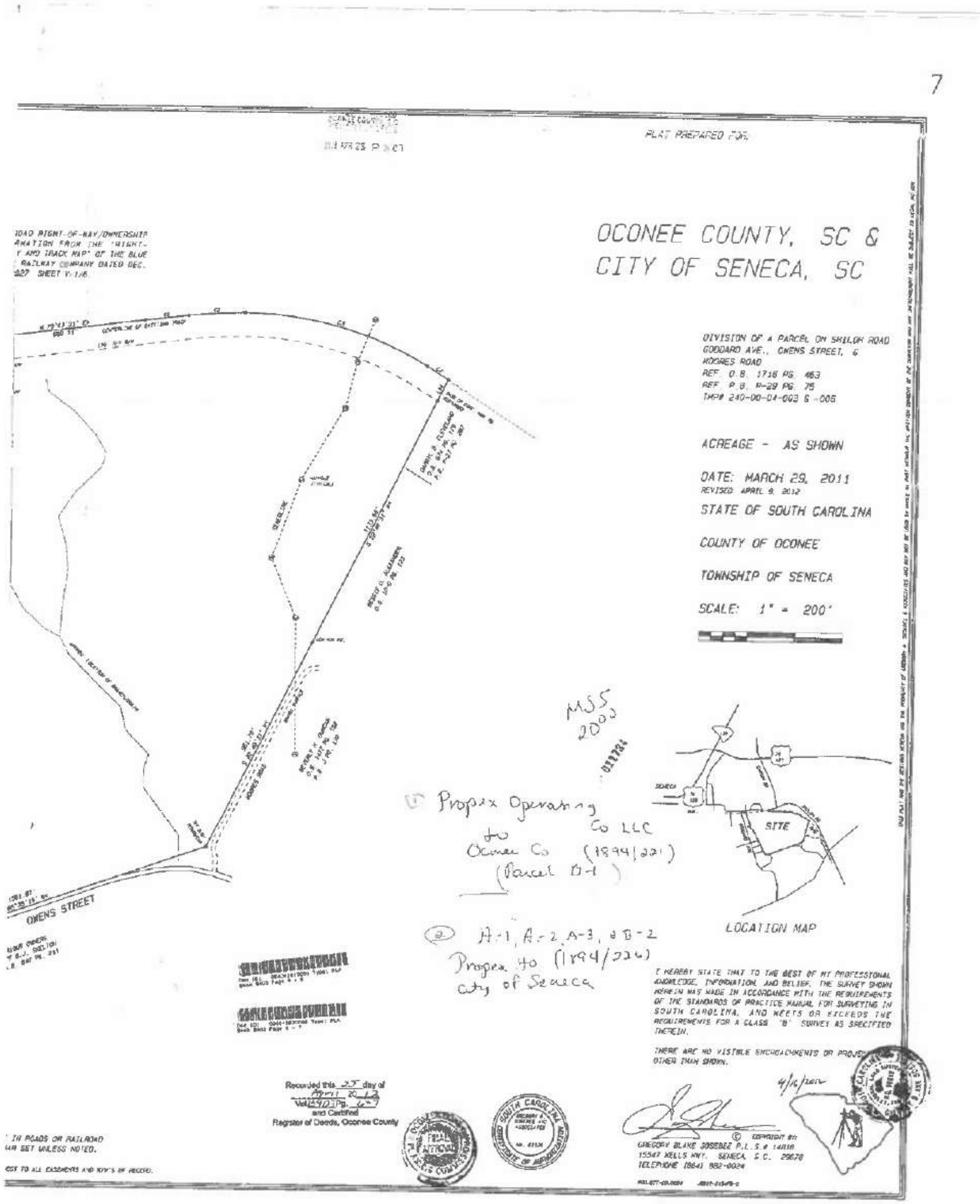
____
Rob Chumley
Oconee County Attorney

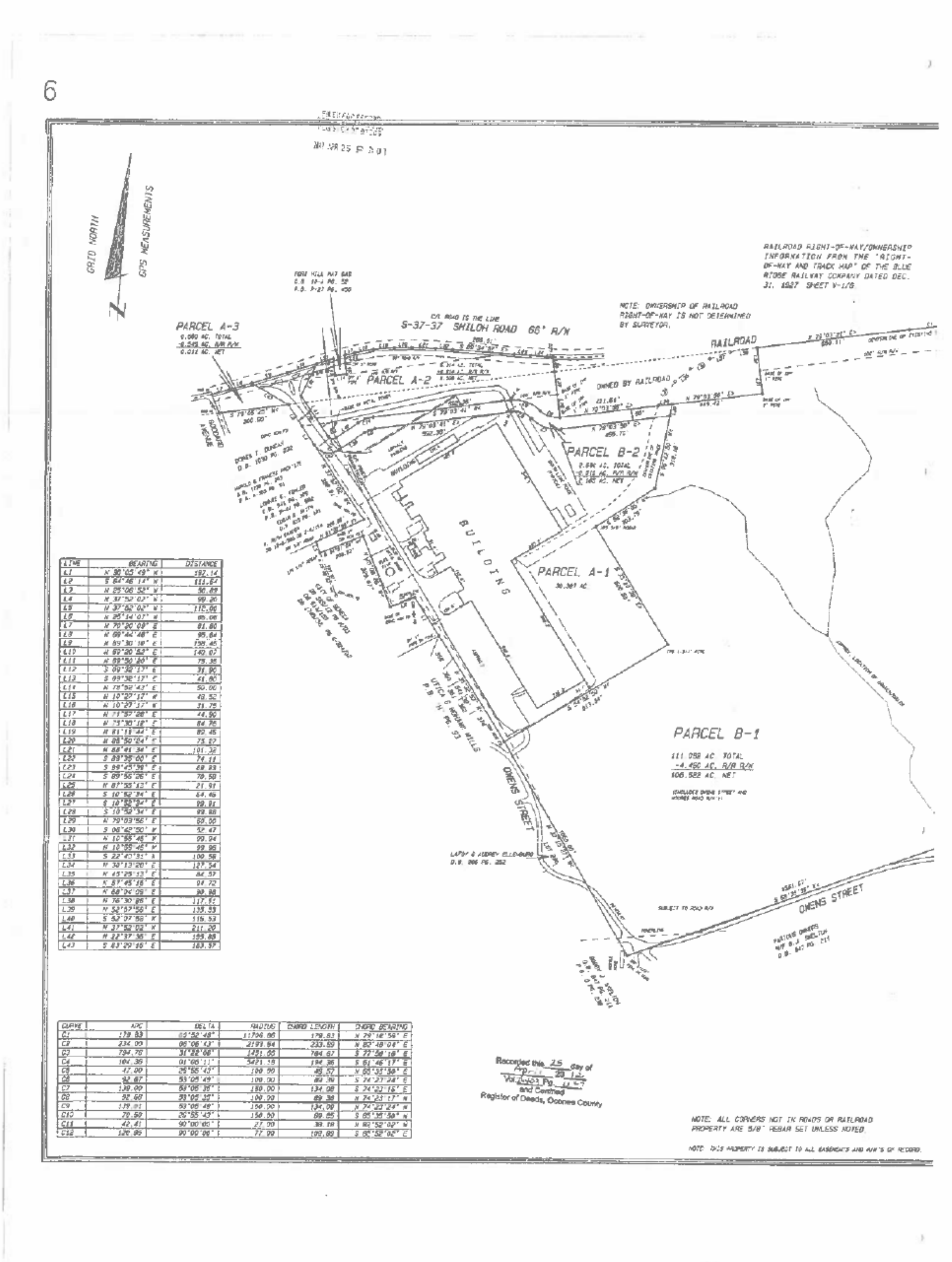
EXHIBIT A

Plat of Property - Parcel B-1

Plat Book B403 - Exhibit A (Source Page 4)




7
PLAT PREPARED FOR
OCONEE COUNTY, SC &
CITY OF SENECA, SC
DIVISION OF A PARCEL ON SHILOH ROAD
GODDARD AVE., OWENS STREET, &
KOOGLES ROAD
REF. D.B. 1716 PG. 463
REF. P.B. P-29 PG. 75
TMP# 240-00-04-003 & -005
ACREAGE - AS SHOWN
DATE: MARCH 29, 2011
REVISED APRIL 9, 2012
STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
TOWNSHIP OF SENECA
SCALE: 1" = 200'
OWENS STREET
SITE
LOCATION MAP
MSS 2002
① Propex Operating Co LLC to Oconee Co (1894/221) (Parcel B-1)
② A-1, A-2, A-3, & B-2 Propex to (1894/226) City of Seneca
Recorded this 23 day of April 20 12 Vol B403 Pg. 4-7 and Certified Register of Deeds, Oconee County
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.
THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
4/10/2012
© COPYRIGHT BY:
GREGORY BLAKE SOSEBEE P.L.S.# 14858
15547 WELLS HWY. SENECA, S.C. 29678
TELEPHONE (864) 882-0024


6
GRID NORTH
GPS MEASUREMENTS
RAILROAD RIGHT-OF-WAY/OWNERSHIP INFORMATION FROM THE "RIGHT-OF-WAY AND TRACK MAP" OF THE BLUE RIDGE RAILWAY COMPANY DATED DEC. 31, 1927 SHEET V-1/8
NOTE: OWNERSHIP OF RAILROAD RIGHT-OF-WAY IS NOT DETERMINED BY SURVEYOR.
S-37-37 SHILOH ROAD 66' R/W
PARCEL A-3
PARCEL A-2
RAILROAD
OWNED BY RAILROAD
PARCEL B-2
BUILDING
PARCEL A-1
PARCEL B-1
111.058 AC. TOTAL
-4.456 AC. R/W R/W
106.582 AC. NET
OWENS STREET
OWENS STREET
Recorded this 25 day of
and Certified
Register of Deeds, Oconee County
NOTE: ALL CORNERS NOT IN ROADS OR RAILROAD PROPERTY ARE 5/8" REBAR SET UNLESS NOTED.
NOTE: THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND R/W'S OF RECORD.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 18, 2026
COUNCIL MEETING TIME: _____6:00 PM____

ITEM TITLE:

Request for Council's acceptance of the Federal Aviation Administration (FAA) Grant offer for Airport Improvement Program (AIP) Project No. 3-45-0016-039-2026 and Airport Infrastructure Grant (AIG) Project No. 3-45-0016-040-2026 with approval to commit a total of $11, 335.00 in matching funds, and to authorize the County Administrator to execute all necessary Grant documents pertaining to the Airport Layout with Master Plan Narrative Project.

BACKGROUND DESCRIPTION:

The Federal Aviation Administration (FAA) regulates civil aviation, manages the national air traffic control system, and establishes and enforces aviation safety standards throughout the US. As part of these responsibilities, the FAA collects and analyzes data for each Airport, including aircraft operations, aircraft size, and aircraft approach speed. This information is used to determine the appropriate airport design classification and to establish the applicable design standards for airport facilities, including runways, taxiways, and associated safety areas, in accordance with FAA airport design criteria.

- July 2025, The FAA notified Oconee County Regional that the airport's current category B2 classification has been reclassified to category C2 due to the increase in the volume of aircraft traffic, as well as the larger size and higher operating speeds of aircraft utilizing the airport. Airport category/classification changes require the preparation and submittal of a new Airport Layout Plan (ALP) and accompanying Master Plan Narrative. These documents will reflect the airport's reclassification from Category B2 to Category C2 by incorporating the applicable C2 design standards, identifying facilities that currently meet B2 standards, and outlining the future improvements necessary to achieve compliance with C2 standards.

- May 1, 2026, Airport Engineering Consultant firm, Ardurra Group, Inc. assisted Oconee County in the preparation and submission of an Airport Layout Plan and accompanying Master Plan Narrative Project application to the FAA for funding consideration under the Airport Improvement Program (AIP) and Airport Infrastructure Grant (AIG) programs.

- July 20, 2026, Oconee County received Federal Aviation Administration (FAA) Grant offer under the Airport Improvement Program (AIP) Project No. 3-45-0016-039-2026 and the Airport Infrastructure Grant (AIG) Project No. 3-45-0016-040-2026 for the Airport Layout Plan with Master Narrative Project.

The Oconee County Regional Airport now wishes to accept the Federal Aviation Administration (FAA) Airport Improvement Grant (AIP) Project No. 3-45-0016-039-2026 and the Airport Infrastructure Grant (AIG) Project No. 3-45-0016-040-2026 for the Airport Layout Plan with Master Narrative Project.

SPECIAL CONSIDERATIONS OR CONCERNS:

Timely acceptance of these grants is crucial to ensure FAA funding for the Airport Layout Plan with Master Narrative Project. The grant offers must be accepted and submitted to the FAA no later than August 20,2026, in order to secure funding for the project.

FINANCIAL IMPACT:

The total cost for the Airport Layout Plan with Master Plan Narrative project is approximately $453,398.00. The Federal Aviation Administration (FAA) has offered to fund ninety-five percent (95%) of the eligible costs up to $430,728.00. Oconee County will provide a local matching share of two and a half percent (2.5%) approximately $11,335.00. The remaining two and a half percent (2.5%), also totaling $11,335.00 will be funded by the South Carolina Aeronautics Commission (SCAC).

ATTACHMENT(S):

1. FAA AIP Project No. 3-45-0016-039-2026 Grant Offer.
2. FAA AIG Project No. 3-45-0016-040-2026 Grant Offer.

STAFF RECOMMENDATION:

Prepared and Submitted to Council By:

____

Approved for submittal to Council:

____

Stewart O. Jones, County Administrator

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

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

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Southern Region
South Carolina

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

Stewart Jones
County Administrator
415 South Pine Street
Walhalla, SC 29691

Dear Stewart Jones:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-039-2026 at Oconee County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than August 20, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Oconee County Regional Airport
Airport Grant Number	3-45-0016-039-2026
Unique Entity Identifier	L5FWNJYNWJB4

TO: County of Oconee

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 01, 2026, for a grant of federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

Update Airport Layout Plan with Master Plan Narrative

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$145,728.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

   $145,728 for planning.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before August 20, 2026,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must 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 other manner for 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 dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary 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 require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*
   i. "Employee" means either:
      a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
      b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
   ii. "Private Entity" means:
      a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
      b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Grant Funded Work Included in a PFC Application**. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated July 22, 2025, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal**. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Airport Layout Plan (ALP).** The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).
33. **Master Plan Coordination.** The sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation, and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
34. **Airport Layout Plan (ALP) Coordination.** The sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project, and a copy of any airport master plan in which the project is described or depicted.
35. **Companion Grant Period of Performance Revision.** The Sponsor agrees this grant is a companion grant to 3-45-0016-040-2026.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

____
(Signature)

____
(Typed Name)

____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

County of Oconee
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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 and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ______________________________

By: ______________________________
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants 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, USC, 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 this Grant Offer by the sponsor, these assurances are incorporated in and become part of this 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 this 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 this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; 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.

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 grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

Federal Legislation

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

Executive Orders

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 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.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 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.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

Specific Assurances

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this 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 this 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 this 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 this 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. Subject to 49 USC § 47107(a)(16) and (x), 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 this 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 this 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    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 49 USC § 44706, 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 this grant, the total cost of the project in connection with which this 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 this 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 this 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 this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 this 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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. 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 this 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 pilots 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 ensure 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, non-tenant, 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 non-tenants and signatory carriers and non-signatory 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. The following exceptions apply to this paragraph:

   1. 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.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

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 49 USC § 47107.

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 this 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:

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

   2. 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 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. The airport owner or operator will maintain a current 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;
   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(County of Oconee)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. 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, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) 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.

d. Disposition of such land under (a), (b), or (c) 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.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 01, 2026.

35. Relocation and Real Property Acquisition.

a. 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.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. 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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor 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 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants 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, USC, 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 this Grant Offer by the sponsor, these assurances are incorporated in and become part of this 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 this Grant Agreement shall remain in full force and effect during 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 Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; 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.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor 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 grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[1]

e. Rehabilitation Act of 1973 – 29 USC § 794.

f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

i. Single Audit Act of 1984 – 31 USC § 7501, et seq.[1]

j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

m. Build America, Buy America Act, P.L. 117-58, Title IX.

Executive Orders

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

e. Executive Order 14154 – Unleashing American Energy

f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Federal Regulations

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2, 3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 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.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 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.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

Footnotes to Assurance (C)(1)

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

Specific Assurances

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

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

   It has legal authority to apply for this 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.

2. **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.

3. **Preserving Rights and Powers**

   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 this 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.

4. 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.

5. 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 this grant, the total cost of the project in connection with which this 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 this 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 this 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.

6. Planning Projects

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean 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.

7. Reports and Inspections.

a. It will 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. 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:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. 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.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(County of Oconee)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. 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.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (AC Checklist for AIP, IIJA and PFC Projects | Federal Aviation Administration) for AIP or IIJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor 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 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southern Region
South Carolina

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

Stewart Jones
County Administrator
415 South Pine Street
Walhalla, SC 29691

Dear Stewart Jones :

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-45-0016-040-2026 at Oconee County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than August 20, 2026.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Oconee County Regional Airport
Airport Grant Number	3-45-0016-040-2026
Unique Entity Identifier	L5FWNJYNWJB4

TO: County of Oconee

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated May 01, 2026, for a grant of federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

Update Airport Layout Plan with Master Plan Narrative

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$285,000.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

   $285,000 for planning.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:
   a. Period of Performance:
      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
      ii. End Date: Four (4) years to the calendar day from the date of acceptance.
      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.
   b. Budget Period:
      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. 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.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor **on or before August 20, 2026**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
    a. The sponsor must 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 other manner for 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 dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary 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 require advance approval by the Secretary.
    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury**. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI)**.

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects**. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards**. The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements**. The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American**. Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Grant Funded Work Included in a PFC Application**. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map**. The Exhibit "A" Property Map dated July 22, 2025, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **<u>Prohibited Telecommunications and Video Surveillance Services and Equipment</u>.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **<u>Critical Infrastructure Security and Resilience</u>.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **<u>Title VI of the Civil Rights Act.</u>** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **<u>Applicable Federal Anti-Discrimination Laws.</u>** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **<u>National Airspace System Requirements.</u>**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. **<u>Signage Costs for Construction Projects.</u>** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. **Airport Layout Plan (ALP)**. The sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the FAA, and submit it in final form to the FAA as prescribed by 49 USC § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said ALP is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the sponsor's statutory obligations to maintain an ALP in accordance with 49 USC § 47107(a)(16).

33. **Master Plan Coordination**. The sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation, and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

34. **Airport Layout Plan (ALP) Coordination**. The sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project, and a copy of any airport master plan in which the project is described or depicted.

35. **Companion Grant Period of Performance Revision.** The Sponsor agrees this grant is a companion grant to 3-45-0016-039-2026.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

____
(Signature)

____
(Typed Name)

____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

County of Oconee
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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 and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ____

By: ________________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants 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, USC, 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 this Grant Offer by the sponsor, these assurances are incorporated in and become part of this 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 this 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 this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; 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.

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 grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 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.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 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.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

Specific Assurances

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

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

   a. Public Agency Sponsor:

   It has legal authority to apply for this 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 this 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 this 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 this 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. Subject to 49 USC § 47107(a)(16) and (x), 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 this 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 this 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 ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    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 49 USC § 44706, 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 this grant, the total cost of the project in connection with which this 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 this 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 this 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 this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), 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 this 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 Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. 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 this 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 pilots 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 ensure 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, non-tenant, 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 non-tenants and signatory carriers and non-signatory 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. The following exceptions apply to this paragraph:

   1. 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.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

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 49 USC § 47107.

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 this 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:

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

   2. 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 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. The airport owner or operator will maintain a current 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;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The **(County of Oconee)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, 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 be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. 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, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) 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.

d. Disposition of such land under (a), (b), or (c) 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.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 01, 2026.

35. Relocation and Real Property Acquisition.

a. 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.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. 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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor 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 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants 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, USC, 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 this Grant Offer by the sponsor, these assurances are incorporated in and become part of this 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 this Grant Agreement shall remain in full force and effect during 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 Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; 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.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The sponsor 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 grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. 49 USC § 40103(e) – No Exclusive Rights at Certain Facilities.

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[1]

e. Rehabilitation Act of 1973 – 29 USC § 794.

f. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

g. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

h. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

i. Single Audit Act of 1984 – 31 USC § 7501, et seq.[1]

j. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

k. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

l. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

m. Build America, Buy America Act, P.L. 117-58, Title IX.

Executive Orders

a. Executive Order 12372 - Intergovernmental Review of Federal Programs

b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

c. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

d. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

e. Executive Order 14154 – Unleashing American Energy

f. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Federal Regulations

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2, 3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

h. 49 CFR Part 20 – New Restrictions on Lobbying.

i. 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.

j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

l. 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.

m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to private sponsors.

[2] 2 CFR Part 200 contain requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.

[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this 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.

2. 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.

3. Preserving Rights and Powers

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 this 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.

4. **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.

5. **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 this grant, the total cost of the project in connection with which this 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 this 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 this 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.

6. **Planning Projects**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean 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.

7. Reports and Inspections.

a. It will 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. 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:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. 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.

8. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4; creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Oconee**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

9. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

10. 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.

11. Policies, Standards, and Specifications.

It will carry out any project funded under Airport Improvement Program Grant or an Infrastructure Investment and Jobs Act Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (AC Checklist for AIP, IIJA and PFC Projects | Federal Aviation Administration) for AIP or IIJA projects.

12. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor 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 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

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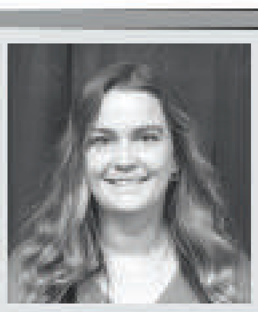

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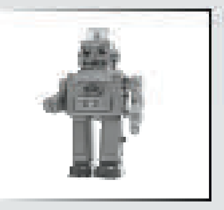

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NOTICES

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

Lucas Henry Fenner the owner of a 1988 BMW 321 I vin WBABB130XJ8273791 located at Roadtrip Carolina, SC. Please pay charges of $9200.00 and take your vehicle or this vehicle will be sold at Magistrates Public Sale. Call 864-630-2666

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

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

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Save a Life!
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Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC. 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday, August 19th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS are listed on the auction website. B0422, Steven Wood, Chest; B10126, Kelee Oglesby, Bench.

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

LEGALS

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE COURT OF COMMON PLEAS C/A No.: 2026-CP-37-00439 Carrington Mortgage Services, LLC, Plaintiff vs. Charles James; Vickie Hawkins; any other Heirs-at-Law or Devisees of Tony James aka Tony R. James aka Tony Ray James, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, Defendant(s). SUMMONS AND NOTICES (Non-Jury) FORECLOSURE OF REAL ESTATE MORTGAGE TO THE DEFENDANT(S) ABOVE NAMED: YOU ARE HEREBY SUMMONED and required to appear and
defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at
their offices at 339 Heyward Street, 2nd Floor, Columbia, SC 29201, within thirty (30) days after the service hereof, exclusive of the day of such
service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered
against you for the relief demanded in the Complaint. YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO
MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER
SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem
within thirty (30) days after the service of this Summons and Notice upon
you. If you fail to do so, application for such appointment will be made by Attorney for the Plaintiff. NOTICE OF FILING OF COMPLAINT TO THE DEFENDANTS ABOVE NAMED: YOU WILL PLEASE TAKE NOTICE that the original Complaint, Lis Pendens, and Certificate of Exemption from ADR in the above entitled action was filed in the Office of the Clerk of Court for OCONEE County on May 20, 2026. J. Martin Page, Esq. (SC Bar: 100200) Morgan Ames, Esq. (SC Bar: 106058) Austin Blackwell, Esq. (SC Bar: 105259) Bell Carrington Price & Gregg, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201 Phone (803)
509-5078 BCP No.: 26-42013 8140

NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Nationstar Mortgage LLC vs. Stephen Underwood; Stephen Underwood, as Personal Representative of the Estate of Mary Sue Swafford; South Carolina Department of Revenue;
C/A No. 2026CP3700012, The following property will be sold on August 3, 2026, at 11:00 AMat the Oconee County Courthouse to the highest bidder All that certain piece, parcel or tract of land with any improvements thereon or hereafter placed thereon, lying and being situate in the State of South Carolina, County of Oconee, Oconee Creek District, containing five and one-half acres, more or less, as shown on plat prepared for Mary Sue Swafford by Jerry E. Byrd, Surveyor dated December 2007 and recorded in Plat Book P-63 at Page 47 in the Oconee County Register of Deeds Office. Reference is hereby made to said plat for a complete and accurate mete and bounds description of said property.
Derivation: Book 1637 at Page 328
172 Bryant Dr, Walhalla, SC 29691
TMS/PIN# 108-00-01-011
SUBJECT TO ASSESSMENTS, OCONEE COUNTY AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.
TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit, or comply with his bid within 20 days, then the property will be resold at his risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 4.625% per annum. If for any reason the Plaintiff's agent does not appear to bid at the sale, the sale will be deemed canceled. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at C/A #2026CP3700012.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Brian P. Yoho
Attorney for Plaintiff Honorable Melissa C. Burton
P.O. Box 100200 Clerk of Court for Columbia, SC 29202-3200 Oconee County
(803) 744-4444
013225-03883 FM
Website: www.rogerstownsend.com (see link to Resources/Foreclosure Sales)

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691,within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: RANDY EDWARD SOSEBEE
Date of Death: 6/27/2026
Case Number: 2026ES3700438
Personal Representative: JOSHUA EDWARD SOSEBEE
Address: 249 TIMBER TRAIL TOCCOA, GA 30577

Estate: JAMES KENNEDY ALEXANDER JR
Date of Death: 7/3/2026
Case Number: 2026ES3700439
Personal Representative: PHILLIP SCOTT
Address: 111 QUEEN DRIVE ANDERSON, SC 29625

Estate: DAWNA JEAN SCHMIEL
Date of Death: 12/17/2025
Case Number: 2026ES3700447
Personal Representative: MARK OWEN SCHMIEL
Address: 9755 WEST OAK HIGHWAY SENECA, SC 29678
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

Estate: THOMAS FRANKLIN DOYLE
Date of Death: 5/16/2026
Case Number: 2026ES3700417
Personal Representative: NANCY LOUISE DOYLE
Address: 111 WELLAND WAY WESTMINSTER, SC 29693

LEGAL NOTICE FOR WILL FILED ONLY, JUDGE OF PROBATE

The original Wills of the decedents listed below were delivered to the Oconee County Probate Court:
DECEDENT NAME: JAMES WILLIS SUGGS SR
CASE NUMBER: 2026ES3700293
DATE OF WILL 02/09/2011
DATE FILED 05/05/2026

Any person having an interest in the above listed Wills should contact the Oconee County Probate Court, 415 S. Pine Street, Walhalla, SC 29691.

S/ Danny Singleton
Judge of Probate
Oconee County, South Carolina

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Estate: MARY ANN KNAPPER
Date of Death: 2/12/2026
Case Number: 2026ES3700473
Personal Representative: DRAKE ENGEL KNAPPER
Address: 3095 SEMMES ST EAST POINT, GA 30344
Attorney, if applicable: WILLIAM K. HUBBARD
Address: 1510 BLUE RIDGE BOULEVARD, SUITE 205 SENECA, SC 29672

Estate: HELEN ALEXANDER CAMPBELL
Date of Death: 5/20/2026
Case Number: 2026ES3700430
Personal Representative: DEBORAH C BECKNELL
Address: 128 BROOKWOOD DRIVE SENECA, SC 29678

Estate: JACK MCCLELLAN OWENS JR.
Date of Death: 3/1/2026
Case Number: 2026ES3700442
Personal Representative: KURT TYLER OWENS
Address: 1319 NORRIS HWY CENTRAL, SC 29630

Estate: GAIL CELESTINE DELICIO
Date of Death: 6/14/2026
Case Number: 2026ES3700404
Personal Representative: DESTENEE G LA SANCHEZ
Address: 408 SPRINGWOOD DR ROSELLE, IL 60172
Attorney, if applicable: TJAY M. BAGWELL
Address: POST OFFICE BOX 400 WALHALLA, SC 29691

Estate: JUDITH CHRISTIAN
Date of Death: 6/6/2026
Case Number: 2026ES3700434
Personal Representative: DIANA LYNN WINUK
Address: 265 MEGEE RD SALEM, SC 29676

Estate: JIMMY PITTS
Date of Death: 6/26/2026
Case Number: 2026ES3700444
Personal Representative: MELINDA PITTS
Address: 425 HERITAGE LN WESTMINSTER, SC
29693

Estate: THELMA JUNE CHURCH PRICE
Date of Death: 6/11/2026
Case Number: 2026ES3700454
Personal Representative: AARON GREGORY BRYSON
Address: 718 DAFFODIL ST LAKE PLACID, FL 33852
Attorney, if applicable: EMMA W MORRIS
Address: PO BOX 795 SENECA, SC 29678

Estate: MARGIE LEE GENTRY
Date of Death: 4/26/2026
Case Number: 2026ES3700457
Personal Representative: THOMAS C. GENTRY
Address: 133 OAKBROOK DR NORTH AUGUSTA, SC 29860
Attorney, if applicable: WILLIAM K. HUBBARD
Address: 1510 BLUE RIDGE BOULEVARD, SUITE 205 SENECA, SC 29672
Co - Personal
Representative: ROBERT LEE GENTRY
Address: 905 S OAK ST SENECA SC 29678
Attorney, if applicable: WILLIAM K HUBBARD
Address: 1510 BLUE RIDGE BOULEVARD, SUITE 205 SENECA, SC 29672

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691,within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: TONY RAY JAMES
Date of Death: 12/1/2025
Case Number: 2026ES3700041
Personal Representative: WILLIAM SHANE NINAN
Address: 344 CASESARS HEAD HIGHWAY CLEVELAND, SC 29635

Estate: DONALD A CASS
Date of Death: 2/16/2026
Case Number: 2026ES3700145
Personal Representative: DANIEL J CASS
Address: 996 DATURA DRIVE ALAMOGORDO, NM 88310

Estate: SHIRLEY HARRON MACMARTIN AKA SHIRLEY MARGARET MACMARTIN
Date of Death: 6/9/2026
Case Number: 2026ES3700421
Personal Representative: SARA CARLSTROM
Address: 214 CRESTVIEW COURT SENECA, SC 29672
Attorney, if applicable:
Address:
Co - Personal
Representative: DYAN BIELEWICZ
Address: 20190 BROOKVIEW SQ ASHBURN, VA 20147

Estate: DALE EVANS WEBB
Date of Death: 5/29/2026
Case Number: 2026ES3700471
P°

Notice of Board of Zoning Appeals Hearing

The Board of Zoning Appeals of the Town of Central, SC will hold a public hearing on Tuesday, August 18th , 2026 at 6 PM at Town Hall located at 1067 West Main Street on the following appeal:
Appeal No. 2026—08-01 by An Med (1490 18 Mile Road, TMS #4074-00-18-9452) is requesting a variance concerning the signage requirements. Documents relating to the above are available for public inspection in the office of the zoning administrator at City Hall or you may email Jennifer Vissage (City Planner) for a copy of the paperwork (vissage@scacog.org).

Notice is hereby given that the undersigned will sell for cash, at an ONLINE public auction on Monday, August 3rd, 2026, at 11:00am AT STORAGETREASURES.COM. Please note: THIS AUCTION IS NOT IN PERSON. PLEASE DO NOT SHOW UP TO OUR PHYSICAL LOCATION. ALL AUCTION PARTICIPANTS MUST SIGN UP AND BID ONLINE.

Flex Storage
640 Business Park Drive
Seneca, SC 29678
● 496: LINDA SMITH:510 Return Church Rd, Seneca, SC 29678
o CONTENTS: Household Furniture, Bins, Boxes, Personal Affects, Mattress, Bed Frame, Tables and Chairs.
● 402: ASHLEIGH YACU:314 Pelham Creek Dr, Seneca, SC 29678
o CONTENTS: Boxes, Bins, Bags, Kitchen Utensils, Tables.
● 385: SAMUEL MCCLUNG:100 Quail Ridge, Seneca, SC 29678
o CONTENTS: Bins, Boxes, Tarps, Fishing poles, Tools

Oconee County Council will hold a public hearing at 6 p.m. on Tuesday, August 18, 2026 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2026-24 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO UPCOUNTRY FIBER FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY, LOCATED AT THE INTERSECTION OF NEBO CHURCH ROAD AND HARBIN ACRES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 256-00-04-031; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2026-25 AN ORDINANCE FOR THE PRESERVATION, REDEVELOPMENT, AND SALE OF THE HISTORIC OCONEE COUNTY COURTHOUSE LOCATED AT 211 W. MAIN ST. WALHALLA, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

PUBLIC NOTICE
CORINTH SHILOH FIRE TAX DISTRICT
In compliance with the requirements of the South Carolina Freedom of Information Act (FOIA), Section 30-4-80, the following meeting notice is hereby provided:

NOTICE OF SPECIAL CALLED MEETING
A Special Called Meeting of the Corinth Shiloh Fire Tax District Board will be held as follows:

Date: Monday, August 3rd, 2026
Time: 4:00 PM
Location: 940 Old Clemson Highway
Seneca, South Carolina

AGENDA INFORMATION
The agenda for this meeting will be posted at the meeting location and on any publicly available platforms

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME *the undersigned, a Notary Public for the State and County above named, This day personally came before me, Larry Davidson, who being first duly sworn according to law, says that he is the General Manager of* ***THE JOURNAL****, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in* ***Oconee County, Pickens County*** *and the Pendleton area of* ***Anderson County*** *and the notice (of which the annexed is a true copy) was inserted in said papers on*

January 10, 2026

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

VELMA J. NELSON NOTARY PUBLIC SOUTH CAROLINA

Larry Davidson
General Manager

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

Velma J. Nelson
Notary Public
State of South Carolina

HOUSES FOR SALE

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

LEGALS

Public Notice

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

Public Notice

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

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

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

MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

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

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

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

June and November meetings, which will be
only on the third Tuesday of each of these
months; October and December meetings, which will be only on the first Tuesday of each of these months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 20, 2026 to establish short- and long-term goals. This meeting will be held off-site at Tri-County Technical College, Oconee Campus,
conference room located at 552 Education Way, Westminster, South Carolina.
Oconee County Council will also meet on Tuesday, January 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules.
Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.
Oconee County Council Committees will meet in 2026 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.
The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.
The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.
The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.
The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026.
The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

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

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

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

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

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

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

Oconee County Council

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

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
Chairman Pro Tem
District IV

J. Glenn Hart
District V

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

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

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

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

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

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

(1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.

(2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.

(3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

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

(4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.

(5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.

(6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

(7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.

(8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.

(9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.

(10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.

(11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.

(12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.

(13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.

(14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

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

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

PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

August 18, 2026 ~ 6:00 p.m.

ORDINANCE 2026-24 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO UPCOUNTRY FIBER FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY OWNED BY OCONEE COUNTY, LOCATED AT THE INTERSECTION OF NEBO CHURCH ROAD AND HARBIN ACRES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 256-00-04-031; AND OTHER MATTERS RELATED THERETO.

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

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

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

Ordinance #	ORD 2026-24	ORD 2026-25
1.		
2.		
3 None		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Public Comment
SIGN IN SHEET

August 18, 2026 **6:00 PM**

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	DAVID J. CROCKETT	VARIOUS
2	Dillon Collard	Flock
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