

9/16/03

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

PROCLAMATION

Whereas, existing industry is fundamental to the future prosperity of Oconee County and the municipalities of Salem, Seneca, Walhalla, West Union and Westminster;

Whereas, existing businesses in these municipalities and the county demonstrate industry leadership in innovations in technology, product, process and service;

Whereas, South Carolina's existing businesses contributed 89% of all new capital investment and 76% of all new jobs;

Whereas, large and small companies from throughout South Carolina are engaged in breakthrough research, application and production; and

Whereas, collaborative efforts between education, the community and the company mean more competitive and healthy companies;

Now, Therefore the Mayor's of the five municipalities of Oconee County including the Town of Salem, City of Seneca, City of Walhalla, Town of West Union and the City of Westminster and the Supervisor-Chairman of the Oconee County Council do hereby this 16th day of September, 2003 proclaim the week of September 29 – October 3, 2003 as **INDUSTRY APPRECIATION WEEK** and urge all residents to salute our industries and their employees for their many contributions to our communities.

Dated this 16th day of September 2003

Harry R. Hamilton
Chairman, Oconee County Council

Thurmond Coward, Jr.
Mayor, Town of Salem

Daniel W. Alexander
Mayor, City of Seneca

F. Lamar Bales
Mayor, City of Walhalla

Dorothy M. Gibson
Mayor, Town of West Union

Vera M. Duke
Mayor, City of Westminster

September 5, 2003

Mr. Robert Banks
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

RE: Oconee County Regional Airport
Environmental Assessment - Work Authorization
TBI No. 3401-0101

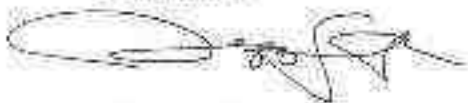
Dear Robert:

Enclosed, for review and adoption, are four (4) partially-executed work authorizations for conducting an Environmental Assessment at the Oconee County Regional Airport. The project involves formal documentation of environmental impacts associated with the extension of Runway 7-25, installation of NAVAIDS, terminal area expansion and related projects. The work authorization is consistent with the attached scope of services, and in accordance with federal and state grant funding as detailed in the attached project budget.

At your convenience, please have all copies of the work authorization executed, retain two (2) copies for your files and return two (2) copies to Talbert & Bright.

We look forward to assisting the Airport with this project, and welcome your call (910-763-5350) if there are any questions or concerns.

Yours truly,



Jeffrey P. Smith
Senior Planner

IPS:img

C. Linda Shugart, Grants Administrator



U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Date of Offer: August 21, 2003

Project Number: 3-45-0016-12

RECIPIENT: Oconee County (Herein called Sponsor);
Airport: Oconee County Regional

OFFER

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

Extend Runway 7/25 (1,100 Feet Environmental Assessment), Phase I

as more particularly described in the Project Application dated July 30, 2003.

The maximum obligation of the United States payable under this Offer shall be \$143,250 for airport development. This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall constitute a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager Airport District Office

ACCEPTANCE

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

Executed this 16 day of August, 2003

(Seal)

Carol O. Brown

Attest:

Check to Council

Title

Oconee County

Name of Sponsor

Harry R. Hamilton

Signature of Sponsor's Designated Official Representative

Harry R. Hamilton Oconee County Supervisor

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

BRAD WOLTER

acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects duly and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

[Signature]

Signature of Sponsor's Attorney

8-27-03

Date

OCONEE COUNTY REGIONAL AIRPORT
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
Work Authorization No. 01-01
September 4, 2003
TBI Project No. 3401-0101

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. The Contract shall be amended to allow for the following work:

Description of Work Authorization: The Consultant shall conduct an Environmental Assessment for the planned expansion of airfield and terminal area facilities and associated projects as described in the attached Scope of Service and as outlined in the Project Budget. The study document will be prepared in accordance with Federal Aviation Administration (FAA) planning standards, and in close coordination with the South Carolina Division of Aeronautics (SCDOA) to provide consistency with state airport planning policy and programming goals.

Specifically, the Environmental Assessment will document the extent of environmental impacts associated with the 1,100' extension of Runway 7-25 from 4,400' to 5,500', the installation of NAVAID equipment, the expansion of terminal area facilities and related projects.

Time Schedule: The estimated time schedule for completion of the Environmental Assessment is 12 months, as exclusive of Sponsor and Agency review. Phase 1, 'Study Introduction and Facility Inventory' will be completed in 15 days, and Phase 2 'Environmental Impacts' will require 350 days.

Cost of Services: The method of payment for the Study shall be lump sum in accordance with Section V of the current Contract for Professional Services. The total lump sum fee for Stage 1 is \$6,506, and \$118,594 for Phase 2. Subconsultant services total \$39,600 of which \$22,000 is a line-item to be invoked upon formal Agency request, and as directed by the FAA or SCDOA. Additional services will be performed on an hourly basis if determined to be needed and so directed by the Airport Sponsor/FAA.

Agreed as to scope of services, time schedule and budget:

Approved:

For Oconee County Regional Airport

For Talbert & Bright, Inc.

Date: _____

Date: 9-5-03

Witness

Witness

SCOPE OF WORK

OCONEE COUNTY REGIONAL AIRPORT ENVIRONMENTAL ASSESSMENT

June, 2003

SCOPE OF SERVICES

The following Scope of Services represents a detailed project approach and schedule for performing an Environmental Assessment for a 1,100' runway extension at the Oconee County Regional Airport, South Carolina. This Scope identifies specific tasks and the coordination of work elements as consistent with South Carolina, Division of Aeronautics (SCDOA) and Federal Aviation Administration (FAA) procedural requirements. This Scope has been divided into "phases" and "elements", as shown below, to allow for proper coordination, review and facilitation of planning efforts.

OCCONEE COUNTY REGIONAL AIRPORT AIRPORT ENVIRONMENTAL ASSESSMENT (EA) PROGRAM			
"Phase"	"Element"	Project Description	Completion
1	1	Study Introduction and Facility Inventory	15
2	2.1	EA Research / Agency Coordination	30
2	2.2	EA Introduction / Forecasts / Alternatives	45
2	2.3	Affected Environment	45
2	2.4	Environmental Consequences - Impact Categories	170
2	2.5	Study Execution - 'Draft' & 'Final Draft' Report	30
2	2.6	Study Execution - "Final" Report	30
TOTAL PROJECT DURATION			365 Days

AIRPORT ENVIRONMENTAL ASSESSEMENT PROCESS

The impacts to both the human and natural environments will be systematically assessed for the proposed project actions. The proposed actions will be consistent with the preferred airport development concept and facility recommendations identified by the Airport Layout Plan Update and as depicted on the 2003 Airport Layout Plan, Airport Layout Drawing (ALD). As a locally initiated project, the following summarizes the process and major components of the EA, to make certain that planning decisions reflect appropriate environmental values, and to lessen potential controversy and minimize delay.

EA Guidelines and Compliances

The preparation of this document is in accordance with US Department of Transportation, FAA Order 5050.4A, *Airport Environment Handbook* (October 8, 1985), and FAA Order 1050.1D Change 4, *Policies and Procedures for Considering Environmental Impacts*. These documents provide guidance in addressing the environmental consequences for federally funded actions as required by the Council on Environmental Quality's (CEQ) *Regulations for Implementing the National Environmental Policy Act (NEPA)* of 1969.

EA Goals and Objectives

Overall, the purpose of the EA is to provide the SCDOA/FAA with concise documentation for reaching a conclusion in determining whether a Finding of No Significant Impact (FONSI) or an

Environmental Impact Statement (EIS) is appropriate. To ascertain this, the EA contains a level of analysis in order to achieve the following:

1. Provide a full and fair disclosure of significant environmental impacts in order to identify and satisfy special purpose federal, state and local laws and regulations applicable to the proposed action.
2. Coordination and solicitation of comments from local, state and federal agencies concerning planned improvements for the recommended airport development plan.
3. Provide a review of current and planned conditions to establish a baseline for any subsequent environmental requirements.
4. Prepare sufficient analysis for the SCDOA/FAA to support a conclusion of a Finding of No Significant Impact (FONSI) to the Environmental Assessment, or determine whether further environmental analysis is required as part of an Environmental Impact Statement (EIS), as documented in the Natural Resources Technical Memorandum.
5. To identify any applicable permits, certifications, licenses or other entitlements required by the proposed airport development action.
6. The identification of development recommendations that may require more extensive environmental analysis, along with possible mitigation strategies.

Proposed EA Project Action

As depicted on the Airport Layout Plan drawing, the projects associated with this EA are proposed to be accomplished under grant through the FAA and SCDOA. The Sponsor's proposed action includes the following projects:

- Acquire Airport Property (Fee Simple/Aviation Easements)
- Expand Runway 7-25 to 5,500' x 100' (ARC C-II) and Extend Parallel Taxiway System
- Re-Align SC 37 (± 5,200 L.F.) Beyond Runway 7 End
- Re-Align SC 394 (± 2,200 L.F.) South for Terminal Area Expansion
- Relocate Structures for Runway and Terminal Area Expansion
- Install Instrument Landing System (ILS)
 - Grade for Localizer Antenna (1,000' beyond Runway 25 End)
 - Grade for Glideslope Mast on Runway 7 End
 - Grade for Runway 7 Medium Intensity Lights w/ RRILS (MALSR; 2,400 L.F.)
- Install/Relocate Airfield Lighting Aids/ Communication Systems
- Install Airport Perimeter Fencing
- Clear & Grade Runway and Taxiway Safety Areas (RSA, OFA, OPZ and RPZ)
- Remove Structures within FAR Part 77, TSS and TERPS Airspace Surfaces
- Expand Terminal Area Facilities (Apron, Buildings, Hangars and Auto Access)

Note: The area of potential effect includes an approximate 226-acre area surrounding the proposed airfield, terminal area and roadway environs.

PHASE 1 / ELEMENT 1 - PROJECT FORMULATION

The following identifies the proposed work program for completion of the project development phase of the Oconee County Regional Airport Environmental Assessment.

STUDY DESIGN / PROJECT FORMULATION / COORDINATION

Element 1.1: Project Formulation (Issues, Goals and Objectives)

The purpose of this element is to develop a focused and responsive planning program with reliance on local, state, federal officials and individual expertise. The formulation of work tasks for the Oconee County Regional Airport Environmental Assessment entails the consideration of special and unique factors based on the proposed project actions as defined in the airport development plan. From this, the scope has been developed.

Element 1.2: Project Contract / Budget and Work Authorization

As a "strategic" planning process, the EA is structured to be responsive to local, state and federal compliance issues, while at the same time, inclusive of more broad local goals. Within the project formulation period, the EA is structured to achieve a systematic and interdisciplinary approach to coordinating decision-making amongst a variety of agencies with various interests.

The main components within the project formulation stage in developing the EA Scope involve the following major tasks:

- ◆ *Define EA Proposed Actions (Airport Development Plan)*
- ◆ *Fundings Allocation Funding / Pre-Application*
- ◆ *Research Potential Impacts & Assess Potential Involvement of Environmental Agencies*
- ◆ *Coordinate Environmental Expertise for EA Study*
- ◆ *Prepare Independent Fee Review (as required)*
- ◆ *Prepare EA Project Scope of Work, Budget and Work Authorization*
- ◆ *Coordinate Notice to Proceed*

Once the project formulation stage is finalized, and with grant approval and a notice-to-proceed letter received by the Airport, the Environmental Assessment study is initiated by means of a "kick-off" meeting with the Airport Sponsor. The "kick-off" meeting will present the overall purpose and need of the study, as intended to encourage public awareness of the airport planning and development process. The meeting will also be used to establish points-of-contact, and solicit initial feedback concerning study goals and objectives.

ENVIRONMENTAL ASSESSMENT PLANNING ELEMENTS

PHASE 2 / ELEMENT 2 - ENVIRONMENTAL STUDY

The following identifies the tasks for completion of the Environmental Assessment once the project formulation stage is finalized, and with grant approval and a notice-to-proceed letter received by the Airport Sponsor.

Element 2.1: EA "Kick-Off" Meeting / EA Research / Agency Coordination & Scoping

The overall purpose and need of the study will be presented to provide awareness of the proposed airport planning and development process.

Meeting - EA "Kick-Off" : The Environmental Assessment study will be initiated by a "kick-off" meeting. The "kick-off" meeting will be used to establish points of contact, and solicit initial feedback concerning study objectives.

EA Research and Landowner Access: Initial research of local and regional planning, analysis and verification efforts will be documented, including instances when no specific analysis is needed due to the proposed action having no appreciable environmental change. The Consultant, in cooperation with the Airport Sponsor, will coordinate property access for necessary EA fieldwork efforts, including preparing documentation to solicit landowner/residence consent for property access.

EA Scoping: EA scoping documentation (letter, project description and maps) will be prepared and submitted to the following agencies for initial comment on the EA proposed actions: *Federal Agencies:* U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers - Charleston District (Regulatory and Flood Plain Management branches), Federal Emergency Management Agency - Region IV, U.S. Department of Agriculture - Natural Resources Conservation Service, U.S. Environmental Protection Agency, the Federal Aviation Administration, and the National Parks Service. *State Agencies:* SC Department of Health & Environment Control - Bureau of Water, Ocean & Coastal Management, Bureau of Land & Waste Management; SC Department of Archives & History, SC Institute of Archaeology & Anthropology; SC Department of Natural Resources; S.C. Department of Transportation; and SC Council of Governments. *Local agencies:* Coordination, as directed by the Airport Sponsor, may be required with City and County public and planning service, transportation departments, and environmental regulatory departments, including water quality, solid waste, and cultural resources. Coordination, as directed by the Airport Sponsor, may also be required with community groups.

Note: Meeting(s) with one, or more, agencies is anticipated regarding either airfield or roadway re-alignment considerations.

Element 2.2: EA Introduction

As specified by federal guidelines, the format and content of the EA will incorporate the following items as required to determine the potential impacts to environmental resources.

Introduction: This section will include appropriate narrative, notations and figures to concisely describe the EA process at the Oconee County Regional Airport, including:

- Overview of EA process and narrative sections.
- Airport location and vicinity.
- Physical characteristics of the Airport project area.

Purpose and Need: This section will identify the project background, project need in reference to the airport role and function, and airport activity levels. Relevant information will be taken from existing airport planning documentation. Additional research will be performed as needed to validate the proposed action.

Proposed Project: This section identifies the time frame and potential funding for the EA proposed action, along with a detailed description of each EA project item. Contemplated future actions and potential connected actions to cumulative impacts will be described within the area of potential affect.

Airport Development Alternative Actions: The main objective of the EA is to assure that the appropriate alternative solutions have been proposed based on correctly identifying environmental problems. From this, the EA will examine the environmental impacts of alternatives that meet the EA purpose and need. The initial step in the alternative analysis is to understand problems and identify reasonable environmental solutions. The alternative options will be subjected to a detailed evaluation that will permit a comparison of the merits and deficiencies of all physical site factors under consideration. Alternatives will be reviewed in this context, identifying those which need to be rigorously explored and objectively evaluated, as well as those which can be eliminated. Basic considerations in evaluating alternatives include:

- Identify possible on-site and off-site development options;
- Provide a baseline "no action" scenario;
- Determine the feasibility and prudence of development options;
- Identify ways new facilities can most favorably complement existing facilities.

The effects of the alternatives will be identified, thus providing the technical basis necessary for further evaluating the detailed environmental impacts associated with the future course of action. The finding and outcomes will be presented in a manner that facilitates comparisons and selection of alternatives under consideration. Factors to be considered in the evaluation of the "preferred alternative" include:

- *Environmental Compatibility*
- *Ability to Serve Forecast Demand*
- *Airspace/NAVAID Compatibility*
- *Impact on Surface Transportation System*

- *Planned Land Use*
- *Public Input*
- *Consideration of Development, Operating and Maintenance Costs*

Working Paper #1 (L) / EA Meeting(s) (M)

Written, graphic and tabular materials will be summarized in a working paper presented for review to the Airport Sponsor, FAA, and SCDOA. Copies of the working paper will be submitted for review by the Airport Sponsor, FAA and SCDOA in advance of the subsequent airport meeting. Two (2) meeting are planned with the Airport, FAA and SCDOA to discuss the findings of the EA Introduction and Alternative Sections. One (1) meeting is planned with SCDOT regarding roadway re-alignment alternatives. Consent to the alternatives by the Airport Sponsor, FAA and SCDOA will occur prior to proceeding with the next element of the EA process. Consent to a functional roadway re-alignment option will occur prior to proceeding with the next element of the EA process.

Element 2.3: Affected Environment

This section will succinctly describe the selected site and the surrounding area. The effort will concentrate on important issues which explain the present proposal, and other unique and connected factors. Fieldwork for obtaining necessary report information will be conducted during this period. Text and graphics will be used to describe various environmental resources and land uses, including: current land use patterns, zoned districts, public-use areas and infrastructure, airstrips, communication towers, etc. Other planned/programmed development in the affected area (e.g., roadways, housing development, jurisdictional regulations) that are interrelated to EA proposed action will be discussed.

Working Paper #2 (L) / EA Meeting (M)

Written, graphic and tabular materials describing the EA Alternatives will be summarized in a working paper presented for review to the Airport Sponsor, FAA and SCDOA. Copies of working paper will be submitted for review by the Airport Sponsor, FAA and SCDOA in advance of the associated airport meeting. A meeting is planned to discuss EA findings.

Element 2.4: Environmental Consequences - Specific Impact Categories

The purpose of this section is to examine each of the 22 potential environmental impact categories as defined by FAA Order 5050.4A, *Airport Environmental Handbook* as needed to determine the potential environmental consequences to environmental resources resulting from the preferred alternative development action.

- (1) **Noise:** Noise analysis for the proposed runway extension will be conducted using the most recent version of the FAA Integrated Noise Model (INM). The Noise Exposure Map will be based on the EA forecasts. The INM model will be used to develop noise contours based on ultimate airport operational levels and prognostic aircraft characteristics. This section of the report will include a description of any

mitigation measures existing or planned to minimize noise impacts. Figures and tables showing aviation noise impacts will be included.

- (2) Compatible Land Use: The Land Use section of the environmental assessment will include documentation to support the required sponsor's assurance under section 511(a) (5) of the 1982 Airport Act. The Compatible Land Use section of the report will review all the relevant zoning and land use plans for conflicts with the proposed action, and will also review the potential for conflict with planned land use districts. An exhibit of land uses and/or zoning districts will be identified. Land use impacts resulting from other impacts exceeding thresholds of significance which have land use ramifications (for example, disruption of communities, relocation, induced socioeconomic impacts, wetlands, floodplains, critical habitat or endangered or threatened species) will be analyzed in this context and described accordingly under the appropriate impact category with any necessary cross-references to the Compatible Land Use section to avoid duplication.
- (3) Social Impacts: Principal social impacts to be considered are those associated with relocation or community disruptions. Effects on altering surface transportation patterns, dividing or disrupting established communities, and conflicts with local or regional planned development will be identified and discussed. The EA will also consider the degree of controversy generated by the project on environmental grounds, as much as can be determined from published articles and correspondence received from the Airport Sponsor, or on its behalf. Due to land acquisition requirements and potential structure/occupant relocations, FAA Order 5050.4A, paragraph 47c (3)(b) will be followed under provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The survey or appraisal of structures for purchase or relocation is not included in this Scope of Work. The preparation of traffic studies (SC 37 / 5C 394) is not included in this Scope of Work.
- (4) Induced Socioeconomic Impacts: The EA will describe, in general terms, two types of socio-economic impacts, direct social and induced socio-economic impacts. Such factors as shifts in patterns of population movement and growth, public service demands, surface transportation disruption, and changes in business and economic activity will be evaluated to the extent influenced by airport development. A general description of potential socioeconomic effects upon the area will also be provided.
- (5) Air Quality: The 1982 Airport Act requires that AIP applications for projects involving runway location or a major runway extension shall not be approved unless the state governor certifies that there is "reasonable assurance" that the project will be located, designed, constructed and operated in compliance with applicable air and water quality standards. The EA will include a description of any measures to be incorporated in the action to minimize adverse air-quality effects, including control of air pollution during construction.
- (6) Water Quality: The EA will describe surface and groundwater resources in the project vicinity, and include sufficient description of planning design, mitigation measures and construction controls applicable to the proposed action to demonstrate

that state water quality standards and any federal, state and local permit requirements can be met. Available electronic mapping information will be used to support water quality findings. The EA will reflect the results of consultation with regulating and permitting agencies and with agencies that must review permit applications, which may have specific concerns. Such factors as storm and sanitary sewer design, requirements for additional water supplies or waste treatment capacity, erosion controls to prevent siltation, provisions for containing fuel spills and waste water from aircraft washing, designs to preserve existing drainage or to minimize dredge and fill, and location with regard to an aquifer or sensitive ecological area such as wetlands and streams will be considered to the extent applicable to the individual proposed action. The EA document will include recommendations for mitigation by avoidance and minimization of adverse impacts to water quality matters via conceptual design, construction and land management practices. The preparation of project design or preliminary engineering for water quality matters is not included within this Scope of Work.

- (7) Department of Transportation Act, Section 303/4(f): The EA will provide verification that the proposed action will not require the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance as determined by the officials having jurisdiction thereof. Any 303 lands in the project area will be shown on a figure.
- (8) Historical, Architectural, Archeological and Cultural Resources: The EA will examine Section 106 of the National Historic Preservation Act of 1966 and the Advisory Council on Historic Preservations regulations for compliance with Section 106, codified as 36 CFR Part 800, the two basic laws which apply to this category of impact. The EA will examine direct and indirect impacts that would cause a change in the historic, architectural, archeological, or cultural qualities possessed within the area of potential effect. As required by the National Historic Preservation Act of 1966, an initial review will be coordinated with the SC Department of Natural Resources (SCDNR) and South Carolina State Historical Preservation Officer (SHPO) to determine if any properties in or eligible for inclusion in the National Register of Historic Places are a potential environmental impact within the area of the proposed action. Through contact with the National Register of Historic Places, the State Historic Preservation Officer, or other persons or organizations with expertise it will be determined if significant scientific, prehistoric, historic, archeological or paleontological resources will be lost or destroyed by the proposed action. The Consultant will, upon formal request by the FAA in coordination with SCSHPO, conduct field reconnaissance to verify applicable resources. A Determination of Adverse Effect will be included if an adverse effect on historical properties is indicated. A "Phase I Archeological Survey" for the area of potential affect is an optional line item cost included in this Scope of Work, and will be performed if formally requested by the PAA per coordination with the State Historic Preservation Officer. Access to individual properties, as required for off-airport survey fieldwork, will be arranged by the Consultant, in cooperation with the Airport Sponsor as necessary. Mitigation for unavoidable impacts to historical, archeological and cultural resources, if any, is not included in this Scope of Work.

- (9) Biotic Communities: Potentially affected biotic communities will be identified and reviewed to determine the significance of impacts on biotic communities, including impacted water and wooded resources. A professional "Biotic Community Survey" will be conducted on the area of potential effect. Access to individual properties, as required for the survey, will be arranged by the Consultant, in cooperation and as necessarily assisted by the County. Biotic communities occurring within the study area will be mapped and described. Project impacts will be discussed per federal and state requirements. Copies of the biotic community mapping exhibit will be forwarded to agencies involved in the review of the Endangered and Threatened Species Section and Wetlands Section. Consultation with appropriate local, state and federal agencies will be made for the purpose of determining possible impacts to wildlife resources (flora and fauna), including the U.S. Fish and Wildlife Service, the SC Department of Natural Resources, SC Institute of Archaeology & Anthropology. The results of this evaluation and consultation will be reported in the EA.
- (10) Endangered and Threatened Species of Flora and Fauna: The study area will be reviewed for the presence of suitable habitat for listed or proposed federal and state endangered, threatened and rare species. The presence of such species will be determined, by means of secondary sources, per contacts with local, state and federal agencies and appropriate agency representatives. The Regional Director of the U.S. Fish and Wildlife Service, the SC Department of Natural Resources will be consulted to determine whether any species which are listed or proposed to be listed by the South Carolina or the United States are known to occur in the study area. The results of this consultation will be reported in the EA. Figures and tables will be included in this section as appropriate to show impacted species, if any, and their ranges relative to the project. A professional "Protective Species Survey" or "Wildlife Biological Assessment" used to identify the suitability of habitat for one or more endangered and threatened species, alteration of existing habitat, and necessary mitigation is not included in this Scope of Services. If formally requested by an appropriate regulatory agency, and directed by the FAA and SCDOA, an addendum to the master lump-sum contract will be arranged per negotiations in accordance with appropriate local, state and federal agencies.
- (11) Wetlands: The study area will be reviewed to provide an assessment of impacts to wetlands and streams. A "Jurisdictional Wetlands Delineation" based on a field survey will be performed to survey wetland and stream locations within the area of potential effect. Consultation with the US Army Corps of Engineers, Regional District and SC Department of Natural Resources will be used to determine jurisdictional areas. The EA will address the results of the wetland and stream delineation (if present) and tabulate each wetland and its functional assessment with respect to the EA alternatives under consideration. The wetland delineation report will describe the approximate wetland areas; characterize wetland vegetation, soils, and hydrology; and evaluate wetland functions. The potential impacts to wetlands and streams will be reviewed and preliminary mitigation options developed through consultation with appropriate local, state and federal agencies. Mitigation measures for impacted wetland and stream areas will be identified which specify best management practices, design considerations and construction procedures for avoiding and minimizing impacts to wetland and stream areas. If on-site mitigation

opportunities are limited, the report will address options for offsite mitigation. Potential wildlife impacts resulting from wetland and stream disturbances will be examined per the "Biotic Community Survey" findings and secondary informational sources regarding state and federal listed species. A formal "Wetland Mitigation Plan", including preliminary design, will not be performed under this Scope of Work.

- (12) Floodplains: The study area and proposed actions will be reviewed to provide an assessment of direct and indirect impacts to floodplains. The examination of applicable Flood Hazard Boundary Maps prepared by the Federal Emergency Management Agency and consultation with the Army Corps of Engineers will be conducted to determine identify potential floodplain impacts. The location of the 100-year floodplain relative to the proposed action will be determined and reported, including determining whether impacts are of concern to a base floodplain even if the proposed action is outside the floodplain. The floodplain analysis will be based on conceptual design, including the effects of increased runoff from impermeable surfaces, alteration of hydrologic patterns, induced secondary impacts, and construction impacts. The results of the examination will be reported in the EA.
- (13) Coastal Zone Management Program: The project area is beyond the 8 coastal counties designated by the SC Ocean and Coastal Management Agency. No impacts to the Coastal Zone Management Program are anticipated.
- (14) Coastal Barriers: The project area is beyond the coastal barriers resource system or otherwise protected areas. No impacts to Coastal Barriers are anticipated.
- (15) Wild and Scenic Rivers: The location of designated Wild and Scenic Rivers will be reviewed. No impacts to Wild and Scenic Rivers are anticipated.
- (16) Farmland: Applicability of the Farmland Protection Policy Act will be reviewed and reported in the EA. The most current *County Soil Survey* will be reviewed for incidence of prime, unique and statewide important farmland in the project area. Coordination with and response from the U.S. Department of Agriculture, Soil Conservation Service will be included in the EA, as needed. Soil boundaries will be shown on a figure in this section.
- (17) Energy Supply and Natural Resources: Energy supply and natural resource demands will be reviewed for stationary facilities (e.g., airfield lighting and navigational aids). Use of natural resources other than fuel needs will only be examined in this category if the action involves a need for unusual materials or those in short supply, which is not anticipated. Results of the determination will be reported in the EA.
- (18) Light Emissions: The EA will consider the extent to which any lighting associated with the proposed actions will create an annoyance among people in the vicinity of the installation. If the potential for annoyance exists, the report will include a description of the light locations, light systems, pertinent characteristics of the

systems (including purpose, method of installation, beam angle, intensity, color, etc.), and measures to lessen any annoyance, such as shielding or angular adjustments.

- (19) Solid Waste Impact: Airport actions which relate only to airfield development (runways, taxiways, and related items) will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself. The EA will conduct a preliminary review to indicate if the projected quantity or type of waste generated or method of collection or disposal will be appreciably different than would be the case without the proposed actions. The report will include consultation with local officials to determine the location of all solid waste disposal facilities within or planned to be within 5,000 to 10,000 feet of planned runways to be used by turbojet aircraft to determine if a potential bird hazard exists. In addition, the location of nearby landfills suitable for disposal of construction debris from the proposed actions will be listed in the EA.
- (20) Construction Impacts: The EA will describe specific effects during construction which may create adverse environmental impacts, such as noise of construction equipment on the site, noise and dust from delivery of materials through residential streets, creation of borrow pits and disposal of spoil, air pollution from burning debris, water pollution from erosion, and temporary impacts to streams and wetlands. The extent to which any of these effects are subject to local, state, or Federal ordinances or regulations will be discussed together with measures to be taken to conform with such requirements. In general, impacts during construction are of lesser magnitude than long term impacts of the proposed action. Many of the specific types of impacts which could occur will be covered in the descriptions of other impact categories. To the extent not discussed elsewhere, this item will include a general description of the type and nature of the construction and measures to be taken to minimize potential adverse effects.
- (21) Environmental Justice: The impact of the proposed actions on environmental justice claims will be reviewed for "disproportionately high and adverse" effects on minority and low-income populations. The evaluation, as appropriate, will be made using US Census bureau data information. A property survey, or house-to-house investigation, is not included in this scope of work. It is assumed that no non-English populations will be affected by the project, and no translations of text or meetings will be required.
- (22) Children's Health and Safety: Compliance with this order will be analyzed and reported in the EA.

Cumulative Impacts: Environmental impacts which result from the incremental impact of the proposed action, when added to other past, present and reasonably foreseeable future actions will be analyzed per FAA guidance. An assessment will be made to determine the direct effects of connected actions and their impact, as a matter of the time and place of the project being implemented. Other connected actions which are interrelated to the proposed action, including planned and developed activities in the area of potential affect, will be described. If required, quantification of cumulative impacts will be ascertained from secondary sources of information.

Degree of Controversy on Environmental Grounds: Discussion will be provided on highly controversial environmental items, as pertaining to significant impacts in accordance to thresholds established in 5050.4A, paragraph 47e and 85. The EA will state possible conflicts with local land use plans and controls within the EA area of potential effect and/or inconsistency with federal, state and local policies. Potential conflicts with Airport Sponsor goals will be discussed. The EA will also consider the degree of controversy generated by the project on environmental grounds, as gleaned from local newspaper articles, results of the community outreach meetings, and from correspondence received by the Airport or on its behalf.

Note: The application and obtainment of necessary permits, authorizations and certificates as a result of the Environmental Assessment findings will be conducted under a separate project work program, as per a separate FAA Grant.

The EA will include a list of preparers and their qualifications.

The EA will include the following information in appendices:

- (1) Documentation supporting statements in the body of the EA, including methodologies and sources used. Expected to be included are: aviation demand forecast calculations, noise analysis data and methodology; wetlands plats, wetlands data sheets including bearing and distance tables; sample application and permit forms as appropriate.
- (2) An air and water quality certification pursuant to Section 509(b)(7) of the 1982 Airport Act (or evidence that it will be given, per paragraph 47e(5)(e) of the FAA Order 5050.4A) if required and if it has been obtained at the time of submission of the EA. To be provided by S.C. Division of Aeronautics, if required.
- (3) A listing of agencies and persons contacted and any responses.
- (4) Evidence (i.e., correspondence) that coordination with affected Federal, State and local officials has taken place, comments and recommendations received, and responses to such comments.
- (5) Summary of citizen involvement (including public outreach or informational meetings).

Mitigation Methodology: Talbert & Bright, Inc. will utilize the most recent available SCDOA scaled aerial topographical, planimetric, and aerial photography data for site analysis and mitigation options. The EA document will address mitigation options of unavoidable impacts, and offer recommendations to the appropriate agency for approval. The SCDOA may specify mitigation measures as a condition of their conclusions to ensure that all EA concerns are met, in which an agreement may be necessary to negotiate modifications.

EA Working Paper #3 III / EA Meeting(s) IV

Written, graphic and tabular materials describing the Environmental Consequences section will be summarized in a working paper presented for review to the Airport, FAA and SCDOA. Copies of the working paper will be submitted for review by the Airport, FAA and SCDOA in advance of the associated airport meeting. Three (3) meetings will be scheduled with the Airport, FAA and SCDOA to discuss the findings of the Environmental Consequences section.

Element 2.5: Draft / Final Draft EA Report III / EA Meeting IV

The "draft" report containing all previous work tasks will be assembled and formally submitted to the Airport Sponsor, FAA, and SCDOA. The "draft" report will be substantially complete, including text and graphics, as necessary for a comprehensive agency review. The Airport Sponsor, FAA, and SCDOA will be provided an opportunity to review the "draft" report and submit comments for further consideration. The Consultant will respond to any comments generated by the Airport Sponsor, FAA, and SCDOA review.

- + Prepare "draft" EA report (documentation of all EA impact categories)
 - Airport Sponsor, FAA, and SCDOA review & comments
 - Consultant responds to Airport Sponsor, FAA, & SCDOA comments
 - Notice of public meeting opportunity

Note: A public meeting opportunity will be advertised following the completion of the "draft" EA report, as appropriately notified through the 5050.4A Section 49 process, or as otherwise directed by the Airport Sponsor, FAA, or SCDOA. A "draft" EA report will be available for display prior to the public meeting. The meeting and public involvement process for this project is expected to be substantial given the extent of proposed airport land acquisition, re-alignment of roadway infrastructure, and relocations. Therefore, efforts associated with public meeting and involvement process not anticipated or not commensurate with the 5050.4A "EA public hearing" program will be considered additional work to this Scope of Work, and billed on an hourly basis.

The "final draft" EA report, including public comments and/or testimonial, will be submitted to the Airport Sponsor, FAA, SCDOA and other federal, state and local agencies for review.

- + Prepare "final draft" report (include public comments and testimonial, as appropriate)
 - Submit to Airport Sponsor, FAA, SCDOA and Agencies for review
 - Consultant responds to Agency & public comments

Assumption: The manhour estimates for revision of the "final draft" EA assumes that revisions will be minor and comments/responses from the review process can be included in an appendix to the original EA. Costs for major revisions to the EA have not been included.

The "draft" and "final draft" EA reports will contain all necessary materials (text, figure, exhibits, drawings, coordination letters, appendices), and will be printed double-sided in black and white. Color figures will be used when needed to fully illustrate impacts.

Element 2.6: Final EA Report

From this, the "final" EA Report will be assembled, and will include all necessary comments and responses. Following the completion of the "final" EA report, an official Airport Sponsor presentation will be scheduled to present the findings of the EA process to the Airport Sponsor governing body and to gain approval of the EA Report by local officials. The presentation will be conducted by the Consultant, with the schedule and location of the public presentation determined by the Airport Sponsor.

- ◆ Prepare "final" report – Airport Sponsor approval / FAA and SCDOA conclusion
 - ◆ Conduct Airport Sponsor presentation

The "final" report will address all formal comments, and contain colored graphics and exhibit drawings. The Airport Sponsor, FAA, and SCDOA, will be provided copies of the "final" EA Report as specified in the contract for professional services, which will contain all appropriate preface material for FAA and SCDOA conclusions.

Documentation

EA Reports and Working Papers will be prepared and submitted to the Airport Sponsor, FAA, and SCDOA throughout the planning process, including working papers, progress reports and draft technical summaries. The opportunity is thus furnished for all interested parties to be well informed of study progress in advance of each meeting. Each working paper will be forwarded in advance of all meetings, and will be fully documented to support the findings, assumptions and recommendations. Reviewing parties will be allowed at least one week to review the material before the scheduled coordination meetings. Graphics prepared for any public information meetings will include large color display boards incorporating maps, drawings, graphs, and photographs. Other presentation materials may also be used for both the previously mentioned graphics and airport photographs. Progress reports will be submitted monthly to the Airport Sponsor, FAA, and SCDOA in the form of an informal letter detailing work completed, issues encountered and approaches to resolving them, conclusions reached, and a description of guidance or other support that will be required during the following month.

Meetings

Airport meetings will be held to obtain input from the Airport Sponsor, FAA, and SCDOA. The meetings will be used to solicit feedback concerning interim study findings and recommendations. The coordination program and meetings are directed toward the following:

- ◆ *Technical Meeting:* Participants involved in administering the study;
- ◆ *Public Presentation Meeting:* Public officials and the general public at-large.

The following are planned airport meetings and coordination events scheduled as part of the Oconee County Regional Airport Environmental Assessment study program:

- Airport Meeting #1 - EA Kick-Off / Field Investigation
- Airport Meeting #2 - EA Report (Purpose and Need & Aviation Forecasts)
- Airport Meeting #3 - EA Report (EA Alternatives and Affected Environment)
- Airport Meeting #4 & 5 - EA Agency/SCDOT Meeting(s) (Initial Impact Categories)
- Airport Meeting #6 - "Draft" EA Report (EA Impact Categories)
- Airport Meeting #7 - "Final Draft" EA Report / Landowners
- Airport Meeting #8 - "Final Draft" EA Report / Public Comment Record
- Airport Meeting #9 - "Final Draft" EA Report / Airport Sponsor
- Airport Meeting #10 - "Final Draft" EA Report / Presentation

Study Deliverables

The Airport Sponsor, FAA, and SCDOA will be provided with the following list of deliverables. The final report will be copied in electronic format on CD, including text, graphics and exhibits. The consultant will provide the Airport Sponsor with the following deliverables throughout the Study:

Airport Sponsor (Oconee County Airport Authority):

- Draft Working Paper #1 (Aviation Forecasts) 6 Copies
- Draft Working Paper #2 (EA Alternatives & Affected Environment) 6 Copies
- Draft Working Paper #3 (Impact Categories) 6 Copies
- "Draft" EA Report (Working Papers #1 - #3) 10 Copies
- "Final Draft" EA (Sponsor, FAA, SCDOA & Public Comments) 10 Copies
- "Final" EA 20 Copies
- Electronic Report Copy 1 Master Copy

FAA and SC Division of Aeronautics:

- Draft Working Paper #1 2 Copies each
- Draft Working Paper #2 2 Copies each
- "Draft" EA Working Paper #3 (Working Papers #1 - #3) 2 Copies each
- "Final Draft" EA (Sponsor, FAA, & SCDOA Comments) 2 Copies each
- "Final Draft" EA (Sponsor, FAA, SCDOA & Public Comments) 2 Copies each

- Electronic Report Copy 1 Master Copy each

PROJECT CONTACTS

Please feel free to contact the following if there are any questions:

- Jay Talbert - Talbert & Bright, Inc. (910-763-3350 - jtalbert@tbiltn.com)
- Jeff Smith - Talbert & Bright, Inc. (910-763-3350 - jsmith@tbiltn.com)

Scope of Work Attachments:

- Project Budget - Manhour and Fee Estimate
- Additional Work Items
- Subconsultant Project Task Information

ADDITIONAL SERVICE WORK ITEMS:

The following work items are not included in the Environmental Assessment scope of work. If required as a result of agency coordination and baseline analysis AND approved by the FAA, SCDOA, they will be added to the scope of work on a not-to-exceed hourly cost plus basis:

- Land or geotechnical materials surveys / aerial mapping / new base mapping.
- Professional property appraisals or boundary surveys / relocation services
- Wetlands/stream mitigation plans.
- Phase II and Phase III archeological survey Mitigation plan for unavoidable impacts to architectural, archeological, historic, and cultural resources.
- Endangered species survey / wildlife management plan
- Air quality modeling.
- Formal studies, modeling or modification to Flood Hazard Boundary Map boundaries resulting from minor or major actions in floodplain or encroachment to published floodplain status or deflection.
- Phase I, II or III Environmental Due Diligence Audits (EDDA).
- Revisions to the approved Oconee County Airport Master Plan / AIP.
- Develop, update, modify or revise airport zoning ordinance(s).
- Airport rules and regulations/ airport minimum standards
- Cost estimates for evaluation of actions beyond the EA Purpose and Need. Formal cost/benefit studies for assessing, quantifying or further determining the economic and social benefit of the proposed airport project actions as part of the Environmental Assessment.
- Special observation, surveys or design analysis to obtain further validation of airport traffic levels and ground surface transportation movements and patterns.
- House-to-house interviews. Direct mailing of surrounding residents for public notification of EA public involvement events. Preparation of press releases, preparation of newsletters/ informational websites.

SUBCONTRACTED SERVICES

Subcontracted Services for completion of the EA will be provided for the following:

SUBCONSULTANT TASKS:

Wetland and Stream Delineation and Possible Mitigation Options
Biotic Community Assessment (Mapping)
Protected Species Assessment

SUBCONSULTANT TASKS (OPTIONAL):

Phase 1 - Archeological Survey (Line-Item if Formally Required)

Note: Subconsultant manhour and cost estimates are not included in Project Budget.

Note: A 10% administrative fee will be included on subconsultant labor and expense fees.

Oconee County Regional Airport
Task List for NEPA Environmental Assessment for:
Runway Extension, ILS Installation, Road Relocations, Expansion of Terminal Area
Facilities, Taxiway Extension and Related Projects

May 25, 2003

Project Formulation and Scope Development

1. Coordination with SCDOA and Owner
2. Identification of Environmental Issues
3. Prepare Work Authorization and Project Scope

NEPA Environmental Assessment

1. On-Site Research & Coordination with Owner, SCDOA, and Environmental Agencies
2. Coordination with SCDOT for Road Relocation
3. Coordinate Access to Properties for Subcontractors
4. Introduction - Purpose & Need / Alternatives / Affected Environment
5. Describe and Assess EA Impact Categories:
 - Noise Analysis
 - Compatible Land Use
 - Social Impacts
 - Induced Socioeconomic
 - Air Quality
 - Water Quality
 - DOT Act 4(f) Compliance Evaluation
 - Cultural Resources - Historical & Archaeological
 - Biotic Communities
 - Endangered and Threatened Species
 - Wetlands & Stream
 - Floodplains Assessment
 - Coastal Zone Management Evaluation - N/A
 - Coastal Barriers Evaluation - N/A
 - Wild and Scenic Rivers Assessment
 - Farmland
 - Energy Supply and Natural Resources Evaluation
 - Light Emission
 - Construction Impact Assessment / Solid Waste Disposal
 - Environmental Justice
 - Other Environmental Considerations and Cumulative Impacts
6. Prepared "draft" EA Report
7. Public Outreach Meeting / Review Testimonials
8. Respond to Public Comments and EA Comments / Prepare "final draft" EA Report
9. Submit for Agency, Sponsor, SCDOA & FAA Review
10. Preparation of 'Final' EA Report / Transmit Final Documentation
11. Meetings with Owner and SCDOA / Presentation of EA Material

The EA will include a complete wetlands delineation including submittal of wetlands plats to the Army Corps of Engineers, and an evaluation of federal and state endangered species habitat. Existing aerial photography obtained in 2002 for Oconee County will be used for base mapping.

Manhour Estimate
 Environmental Assessment
 Ocoee County Regional Airport
 TBI No. 3401-0101

	PRIN \$115	PM \$95	PLNR 3 \$57	T4 \$68	\$5 \$40
PH. 1 PROJECT FORMULATION					
1.1 Identify EA Issues, Goals & Objectives	6	8		4	2
1.2 Prepare Scope, Budget and Work Authorization	6	16	2	2	4
Project Application / Funding Assistance	4	8			
Independent Fee Review		4			2
Resolution / Notice to Proceed	2	2			
Manhour Total	18	34	2	2	12

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal (PRIN)	\$115.00	18	\$2,070.00
Project Manager (PM)	\$95.00	34	\$3,230.00
Planner 3 (PLNR 3)	\$57.00	2	\$114.00
Technician 4 (TECH 4)	\$68.00	2	\$136.00
Secretary 5 (SEC 5)	\$40.00	12	\$480.00
Subtotal Labor		68	\$6,030.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Reproduction Plotcopy (PRNT)	Each	\$0.15	200	\$30.00
Reproduction Small Drawing (PRNT)	Each	\$1.25	8	\$10.00
Reproduction Large Drawing (PRNT)	Each	\$2.00	2	\$4.00
Reproduction (PRNT)	Each	\$0.50	150	\$75.00
Photocopies (PHCO)	Each	\$1.50	10	\$15.00
Telephone (PHNE/FACS)	Lump Sum	\$30.00	1	\$30.00
Mailing (PSTG)	Lump Sum	\$45.00	1	\$45.00
Other Expenses (OTHR)	Lump Sum	\$50.00	1	\$50.00
Subtotal Expenses				\$278.00

TOTAL PHASE 1 - Project Formulation & Scope

\$6,308.00

	PRIN \$115	PM \$95	PLNR 3 \$57	T4 \$68	\$5 \$40
PH. 2 ENVIRONMENTAL ASSESSMENT					
2.1 Project Initiation					
Meeting #1 (EA "Kick-Off" Site Visit)	8	8	8	4	
Preliminary EA Data Investigation / Research	2	8	8	12	2
EA Agency Coordination / Scoping Letter	2	8	24	6	8
Coordination with SCDOT - Road Realignment(s)	12	8	18	18	2
Coordinate Property Access for EA Fieldwork	2	8	24	4	16
Note: EA Study conducted on one (1) preferred site.					
2.2 EA Introduction					
Purpose & Need	2	8	2	4	
Project Background		8	2	4	
Describe EA Proposed Actions	2	6	8	4	4
Describe Alternatives - Alternative Drawings	2	16	16	24	
Proposed Federal Action - Phasing / Funding		5	4	0	

	PRIN	PM	PLNR 3	T4	85
2.3 EA Working Paper #1 / Meetings					
Meeting #2 (Airport/AA)	8	8	4	6	
Meeting #3 (Airport/AA/SCDOT)	8	8	4	4	2
Meeting #4 (Airport/EA Agency)	8	8	4	4	2
Meeting #5 (SCDOT)	8	8	4	4	2
Prepare Working Paper #2	2	8	16	8	24
Respond to Comments	8	8	16	8	2
2.3/2/Affected Environment / Consequences:					
1 Noise Analysis *	2	8	16	12	1
2 Compatible Land Use *	2	8	12	8	1
3 Social Impacts	2	4	8		1
4 Induced Socioeconomic Impacts		8	2		
5 Air Quality Analysis (N/A)			2		
6 Water Quality Analysis	1	12	24	6	1
7 DOT Act 4 (f)		2	8	4	
8 Historical / Archaeological	1	8	16	4	1
9 Exotic Communities / Woodlands *	1	8	16	4	1
10 Endangered & Threatened Species Evaluation	1	8	24		1
11 Wetlands & Streams *	1	16	24	4	1
12 Floodplains *	1	8	16	4	1
13 Coastal Zone Management			1	1	
14 Coastal Barriers			1	1	
15 Wild and Scenic Rivers			4		
16 Farmland			4		
17 Energy Supply/Natural Resources			2		
18 UghN Crossings			2		
19 Solid Waste			4		1
20 Construction Impacts	1	4	16		1
21 Environmental Justice	1	8	8		1
22 Children's Health and Safety		2	4		
23 Other Environmental Considerations					
Cumulative Impacts	2	8	8	2	2
Degree of Controversy	8	12	8	8	1
Mitigation Options	2	12	12	12	1
Preliminary Permit Application Considerations	2	12	24	12	1
Prepare Working Paper #2 (Affected Env.)	1	8	8	6	12
Prepare Working Paper #3 (Consequences)	1	8	8	6	12
Meeting #6 (Airport)	8	8	2	2	2
Meeting #7 (Airport / Landowners)	8	8	8	8	2
Note: * indicates associated exhibit to depict affected study area					
2.5 Prepare 'Draft' / 'Final Draft' EA Report					
Prepare Draft EA Report	4	12	8	4	12
Meeting #8 (Public Outreach)	8	12	8	8	12
Public Comment / Testimonial Responses	2	8	16	4	8
Agency Comment / Responses	2	12	12	4	2
Prepare Final Draft EA Report	2	12	12	4	12
Meeting #9 (Airport)	8	8	2	2	2
Note: EA public outreach hearing anticipated for this project.					

Manhour Estimate
 Environmental Assessment
 Oconee County Regional Airport
 TBI No. 3401-0101

	PRIN	PM	PLNR 3	T4	SEC
2.3 Prepare "Final" EA Report:					
Response to Comments	1	4	12	4	2
Prepare Final EA Report	1	4	12	4	24
Meeting #10 (Sponsor Presentation)	12	12	2	2	2
Manhour Total	151	36	528	250	183

Note: Additional meeting(s) to be condensed or on an hourly basis.

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal (PRIN)	\$115.00	151	\$17,480.00
Project Manager (PM)	\$95.00	36	\$36,070.00
Planner 3 (PLNR 3)	\$67.00	528	\$30,295.00
Technician 4 (TECH 4)	\$68.00	250	\$17,000.00
Secretary 3 (SEC 3)	\$40.00	183	\$7,320.00
Subtotal Labor		1498	\$109,566.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel - Aircraft (HAIR)	Hour	\$250.00	16	\$4,000.00
Travel - Auto (AUTO/MILE)	Miles	\$0.38	3200	\$1,152.00
Lodging / Meals (LODG/MEAL)	Lump Sum	\$75.00	8	\$600.00
Reproduction Photocopy (PRNT)	Each	\$0.15	6200	\$930.00
Reproduction Small Drawing (PRNT)	Each	\$1.25	220	\$275.00
Reproduction Large Drawing (PRNT)	Each	\$2.09	40	\$80.00
Photographs (PHTO)	Each	\$1.50	60	\$90.00
Telephone (PHONE/FACS)	Lump Sum	\$350.00	1	\$350.00
Mailing (POSTG)	Lump Sum	\$450.00	1	\$450.00
Other Expenses (O HR)	Lump Sum	\$101.00	1	\$101.00
Subtotal Expenses				\$8,828.00

TOTAL PHASE 2 - ENVIRONMENTAL ASSESSMENT

\$118,594.00

Subconsultant Services	Sub - Fees	TBI Admin.	TBI Cost	
71-A Wetlands Delineation / Mitigation Options	\$8,000.00	10%	\$ 800.00	\$ 8,800.00
71-B Wetland & Stream Survey (2,000 @ \$1.00 per L.F.)	\$2,000.00	10%	\$ 200.00	\$ 2,200.00
72-A Biotic Communities Assessment (Mapping & Text)	\$2,500.00	10%	\$ 250.00	\$ 2,750.00
72-B Endangered / Protected Species Evaluation (Text)	\$3,850.00	10%	\$ 350.00	\$ 3,850.00

Optional Line-Item Subconsultant Services	Sub - Fees	TBI Admin.	TBI Cost	
73 Phase 1 - Archaeological & Architectural Survey	\$20,000.00	10%	\$ 2,000.00	\$ 22,000.00
TOTAL - Subconsultant Services				\$ 39,580.00

TOTAL - PHASE 1 & 2

\$162,500.00

EA BOUNDARY - AREA OF POTENTIAL EFFECT (APPROX 480 ACRES)

TALBERT & BRIGHT

EXHIBIT
ENVIRONMENTAL ASSESSMENT (EA)
OCEAN COUNTY AIRPORT
LOCALITY: SOUTH-CENTRAL

NO.	DATE	REVISION
1	10/1/00	ISSUED FOR PERMITTING
2	10/1/00	ISSUED FOR PERMITTING
3	10/1/00	ISSUED FOR PERMITTING
4	10/1/00	ISSUED FOR PERMITTING
5	10/1/00	ISSUED FOR PERMITTING
6	10/1/00	ISSUED FOR PERMITTING
7	10/1/00	ISSUED FOR PERMITTING
8	10/1/00	ISSUED FOR PERMITTING



INSTALL ILS SLIDES LOPE ANTENNA (NAVIGATIONAL AID)
EXTEND RWY 7 END & TAXIWAY 1, 100' (6,410' X 100' - EXIST.) 25,500' X 100' - S.I.T.A.

ACQUIRE PROPERTY / FENCE
GRADE RWY 25 END
INSTALL ILS LOCALIZER ANTENNA (NAVIGATIONAL AID)

EXTEND TERMINAL AREA (APRON, HANGARS, PARKING)

ACQUIRE PROPERTY / FENCE
REMOVE AIRSPACE OBSTRUCTIONS
RELOCATE SC 394

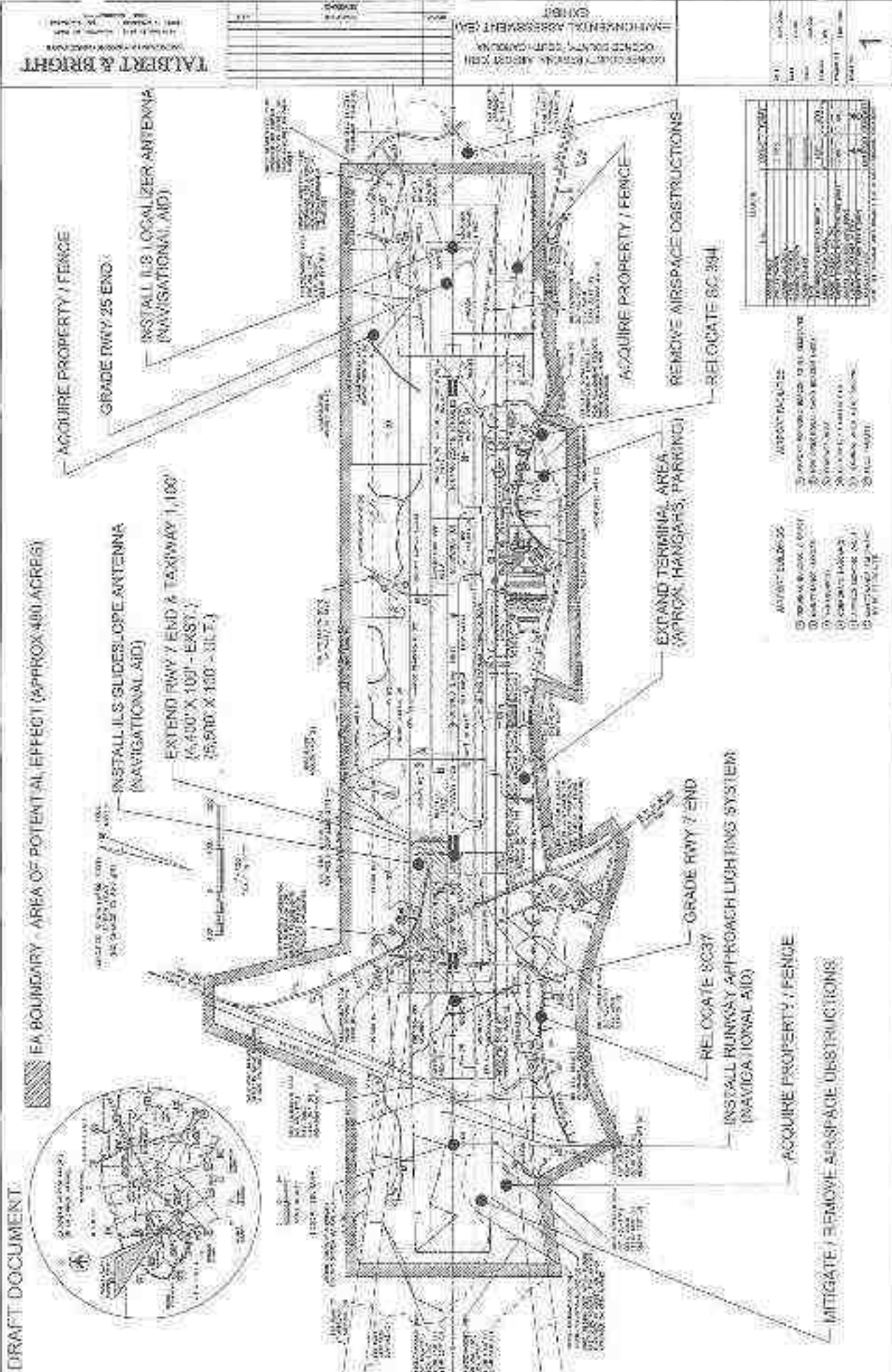
GRADE RWY 7 END

RELOCATE SC37
INSTALL RUNWAY APPROACH LIGHTING SYSTEM (NAVIGATIONAL AID)

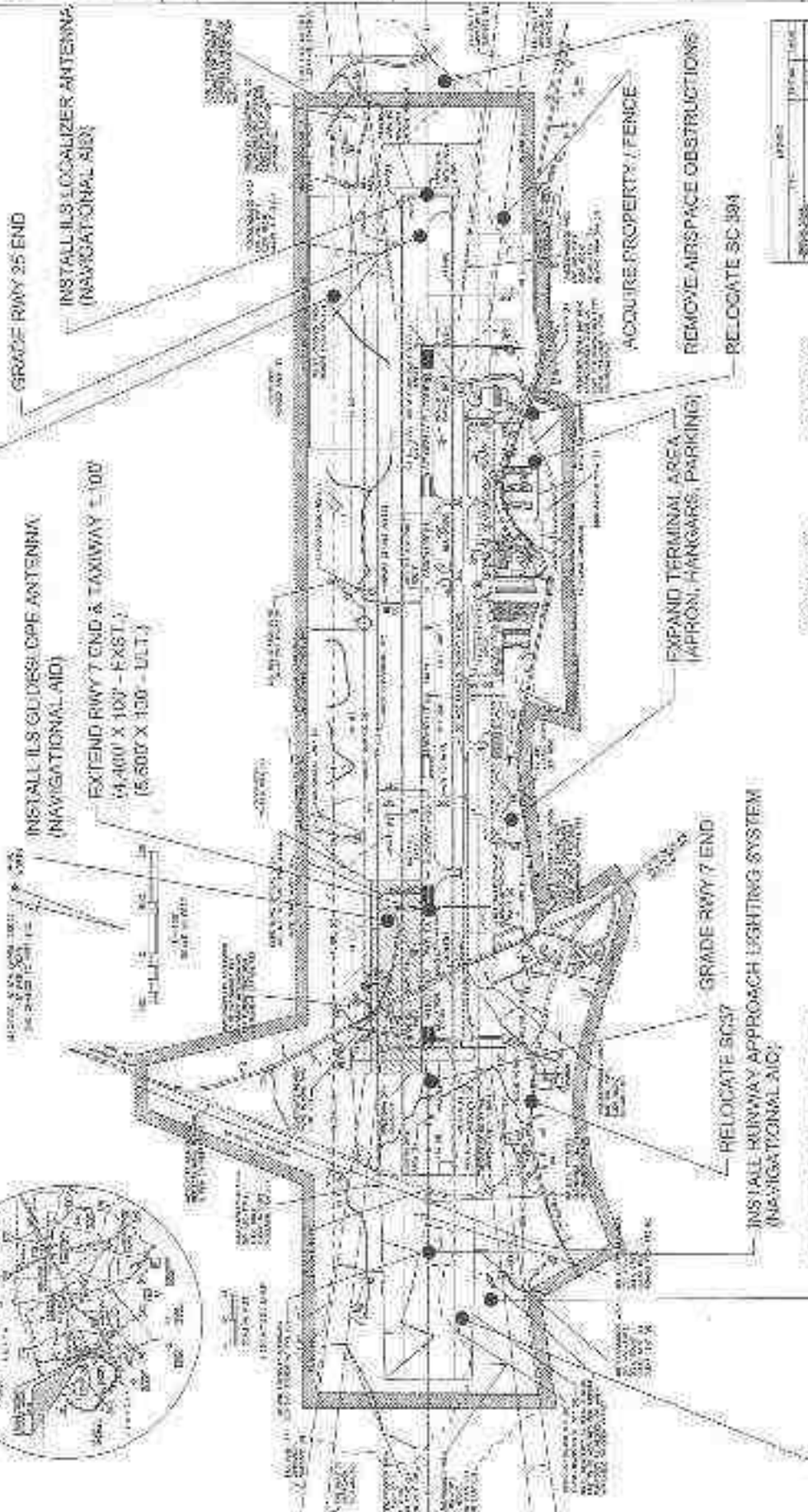
ACQUIRE PROPERTY / FENCE

MITIGATE / REMOVE AIRSPACE OBSTRUCTIONS

- EXISTING BUILDINGS**
- 1. Terminal
 - 2. Hangar
 - 3. Control Tower
 - 4. Instrument Landing System (ILS) Station
 - 5. Runway
 - 6. Taxiway
- PROPOSED BUILDINGS**
- 1. New Terminal
 - 2. New Hangar
 - 3. New Control Tower
 - 4. New Instrument Landing System (ILS) Station
 - 5. New Runway
 - 6. New Taxiway



EA BOUNDARY - AREA OF POTENTIAL EFFECT (APPROX 480 ACRES)



- APPROPRIATE 2009
- (M) 100' BUFFER ZONE
 - (S) 50' BUFFER ZONE
 - (L) 25' BUFFER ZONE
 - (A) 10' BUFFER ZONE
 - (B) 5' BUFFER ZONE
 - (C) 2.5' BUFFER ZONE
 - (D) 1.25' BUFFER ZONE
 - (E) 0.625' BUFFER ZONE
 - (F) 0.3125' BUFFER ZONE
 - (G) 0.15625' BUFFER ZONE
 - (H) 0.078125' BUFFER ZONE
 - (I) 0.0390625' BUFFER ZONE
 - (J) 0.01953125' BUFFER ZONE
 - (K) 0.009765625' BUFFER ZONE
 - (L) 0.0048828125' BUFFER ZONE
 - (M) 0.00244140625' BUFFER ZONE
 - (N) 0.001220703125' BUFFER ZONE
 - (O) 0.0006103515625' BUFFER ZONE
 - (P) 0.00030517578125' BUFFER ZONE
 - (Q) 0.000152587890625' BUFFER ZONE
 - (R) 0.0000762939453125' BUFFER ZONE
 - (S) 0.00003814697265625' BUFFER ZONE
 - (T) 0.000019073486328125' BUFFER ZONE
 - (U) 0.0000095367431640625' BUFFER ZONE
 - (V) 0.00000476837158203125' BUFFER ZONE
 - (W) 0.000002384185791015625' BUFFER ZONE
 - (X) 0.0000011920928955078125' BUFFER ZONE
 - (Y) 0.00000059604644775390625' BUFFER ZONE
 - (Z) 0.000000298023223876953125' BUFFER ZONE

- APPROPRIATE 2009
- (G) 100' BUFFER ZONE
 - (S) 50' BUFFER ZONE
 - (L) 25' BUFFER ZONE
 - (A) 10' BUFFER ZONE
 - (B) 5' BUFFER ZONE
 - (C) 2.5' BUFFER ZONE
 - (D) 1.25' BUFFER ZONE
 - (E) 0.625' BUFFER ZONE
 - (F) 0.3125' BUFFER ZONE
 - (G) 0.15625' BUFFER ZONE
 - (H) 0.078125' BUFFER ZONE
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 - (R) 0.0000762939453125' BUFFER ZONE
 - (S) 0.00003814697265625' BUFFER ZONE
 - (T) 0.000019073486328125' BUFFER ZONE
 - (U) 0.0000095367431640625' BUFFER ZONE
 - (V) 0.00000476837158203125' BUFFER ZONE
 - (W) 0.000002384185791015625' BUFFER ZONE
 - (X) 0.0000011920928955078125' BUFFER ZONE
 - (Y) 0.00000059604644775390625' BUFFER ZONE
 - (Z) 0.000000298023223876953125' BUFFER ZONE

NO.	DATE	DESCRIPTION
1	2009-10-15	ISSUED FOR PERMITTING
2	2009-10-15	ISSUED FOR PERMITTING
3	2009-10-15	ISSUED FOR PERMITTING
4	2009-10-15	ISSUED FOR PERMITTING
5	2009-10-15	ISSUED FOR PERMITTING
6	2009-10-15	ISSUED FOR PERMITTING
7	2009-10-15	ISSUED FOR PERMITTING
8	2009-10-15	ISSUED FOR PERMITTING
9	2009-10-15	ISSUED FOR PERMITTING
10	2009-10-15	ISSUED FOR PERMITTING

Description	Value of Mill (Proposed)	Mill 03-04 (Proposed)	Value of Mill (FY) (2003)	Projected Collections	Budget 03-04	Proposed 03-04	Amended Budget	Mills Needed
Revenues								
County Contributions	\$ 350,310	55.00	\$ 250,152.00	\$ 24,041,537	\$ 20,377,423	\$ 233,650	\$ 21,611,073	62.50
Economic Development	\$ 350,310	1.00	\$ 250,152.00	\$ 750,152	\$ 333,310	\$ 12,157	\$ 350,152	1.00
County Bonds (Debt)	\$ 350,310	5.00	\$ 250,152.00	\$ 1,855,890	\$ 2,716,212	\$ 260,510	\$ 1,455,702	2.80
Local Revenues								
CP Fund Balance (Carry Over)				\$ 2,561,004	\$ 4,704,938	\$ -	\$ 4,704,938	-
Tax Revenue				\$ 2,711,254	\$ 2,711,254	\$ -	\$ 2,711,254	-
Technical Revenues				\$ 755,977	\$ 755,977	\$ -	\$ 755,977	-
Total County		62.40		\$ 25,697,828	\$ 25,435,398	\$ (1,597,528)	\$ 23,837,349	65.30
School Operations								
School Bonds (Debt)	\$ 380,249	325.10	\$ 273,187.33	\$ 20,731,532	\$ 17,015,100	\$ (283,578)	\$ 16,731,522	126.00
Special Revenue (Debt)	\$ 380,249	16.00	\$ 273,187.33	\$ 3,229,747	\$ 3,292,024	\$ (82,177)	\$ 3,210,847	31.00
Special Revenue (Other)				\$ 63,000	\$ 63,000	\$ -	\$ 63,000	-
Total School		341.10		\$ 24,024,279	\$ 20,370,124	\$ (3,654,155)	\$ 13,521,369	157.00
Tri-County Tech								
Tri-County Operations	\$ 380,249	2.00	\$ 273,187.33	\$ 747,307	\$ 794,041	\$ (31,980)	\$ 762,061	2.20
Tri-County Bonds (Debt)	\$ 380,249	0.70	\$ 273,187.33	\$ 261,407	\$ 271,087	\$ (9,680)	\$ 261,407	0.70
Total Tri-County Tech		2.70		\$ 1,008,714	\$ 1,065,128	\$ (56,400)	\$ 993,468	2.90
Total		206.20		\$ 46,807,807	\$ 46,880,613	\$ (72,806)	\$ 46,807,807	206.00

Expenditures	03-04 Budget
County	
Dept 707 - Economic Development	\$ 350,310
as amended	\$ 380,152
Asst Secy Mgt (from 03-01)	\$ 213,836
Dept 803 - Debt Service	\$ 12,710,323
as amended	\$ 825,380
Total County - as amended	\$ 13,924,289
Agency Fund	
School Debt	\$ 16,731,522
as amended	\$ 16,731,522
Tri-County	\$ 1,065,128
as amended	\$ 993,468
Total Agency Funds - as amended	\$ 18,720,518

Increase from FY 2002-03 of \$ 8.00 mills.

OCCONEE COUNTY FINANCE DEPARTMENT

MEMORANDUM

TO: Opal Green
CC: Harry R. Hamilton, Supervisor-Chair
Oconee County Council Members
Phyllis B. Lombard, Director of Administrative Services and Finance
Melissa Brown, Deputy Finance Director

FROM: Wayne Garland, EMS Director
Linda Shugar, Grants Administrator

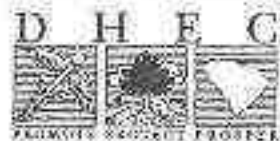
DATE: September 11, 2003

SUBJECT: FY04 Grant-In-Aid

Please find attached an application for the EMS Grant-in-Aid FY2004 for County Council's review. Since approximately 1995, Oconee County has been a recipient of Grant-In-Aid (GIA) funds through DHEC. The primary purpose of this grant is "to provide financial assistance to counties to improve and upgrade the EMS System in order to reduce injury and loss of life".

The award amount is determined by allocating a base amount to each county and then distributing the remaining dollars based upon each county's percentage of state population. Oconee County's allocation for FY 2004 is \$23,842.00. Oconee Memorial Hospital will provide the match of \$8,578.

Please place this item on the agenda for the Oconee County Council meeting scheduled for Tuesday, September 11, 2003. If you need further information please contact me.



Emergency Medical Services Community EMS Assistance Program

1. Oconee County
2. September 8, 2003 Date of Application

3. Project Grant Period:
From: July 2003
To: July 2004
4. 1 Year 2 Years

5. State Funds Requested: \$ 22,842
Total Local Cash: \$ 8,578
Total Project Cash: \$ 31,420
Source of Local Funds: County Community Private

6. Ambulance Service:
Oconee Memorial Hospital EMS 298 Memorial Drive Seneca, SC 29672 864-882-3351
Name P.O. Box Address Telephone
Wayne R. Garland, Director Wayne R. Garland
Director/Chief/Name Signature

7. County Authorization:
Choice of Funding Formula:
The county has chosen a local formula for distribution of monies among the ambulance services and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached.
If yes, initial here: _____
The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service.
If yes, initial here: _____

I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the applicant to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS program. A reasonable effort has been made to inform all eligible services of the opportunity to apply for EMS assistance through this grant program.

Authorizing Official

Oconee County Harry R. Hamilton Supervisor
County Name Title
415 South Pine Street Walthalla, SC 29691 864-638-4244
Street City Zip Telephone

Signature Date

1. Review and Approval:
Regional EMS Agency: _____
Region: _____
Signature _____ Title _____
Date: _____

Community EMS Assistance Program

1. Basic Life Support Equipment

Quantity	Item	Total

BLS Total \$ _____

2. Advanced Life Support Equipment

Quantity	Item	Total
8	Datascope Accutorr Plus Automatic Blood Pressure Monitors	31,420

ALS Total \$ 31,420

3. Extrication Equipment

Quantity	Item	Total

Ext. Equip. Total \$ _____

Budget Justification

Please state, in a concise manner, specifically how each item of equipment or each training course that you have requested will provide improved patient care in your area. State how many items you now have and why you need more. (i.e. We have five ambulances, four at the ALS level and wish to upgrade the fifth ambulance to ALS and need a defibrillator and four paramedic tuition).

Be as complete as possible to avoid any confusion to decrease the need for additional justification. Attach extra pages, brochures, vendor literature (only on items that are unusual/innovative) to explain.

See Attached

Budget Justification

Please state, in a concise manner, specifically how each item of equipment or each training course that you have requested will provide improved patient care in your area. State how many items you now have and why you need more. (i.e.: We have five ambulances, four at the ALS level and wish to upgrade the fifth ambulance to ALS and need a defibrillator and four paramedic tuitions).

Be as complete as possible to avoid any confusion to decrease the need for additional justification. Attach extra pages, brochures, vendor literature to explain.

Our plan this year is to upgrade our automatic blood pressure monitoring as well as our ability to monitor our patient's oxygen saturation. Our present system was purchased years ago when the technology was not as advanced as it is today. It never has provided consistently accurate data, especially when traveling on uneven highways. Suspect blood pressures have to be followed up with manually obtained blood pressures to ensure accuracy. We use secondary equipment in order to obtain oxygen saturation.

Our goal is to upgrade the system into one with the highest quality equipment that will be compatible with that used within the hospital. We presently are compatible with IV pumps and cardiac monitors. This move will enable our Biomedical Engineering department within OMH to consolidate their procedures by maintaining only one brand of equipment in each area.

This years request is for eight (8) Datascope Corporation Accutorr Plus Automatic Blood Pressure Monitors. These units include Accutorr-Masimo SPO2 monitors with lithium batteries. Oconee Memorial Hospital is presently using this system within the hospital and the purchase of these items will make us totally compatible with their system. In addition, we are using Zoll cardiac monitors that also incorporate the Masimo SPO2 monitor. Purchase of these monitors will allow us to replace finger probes from one consistent source.

The equipment has been extensively tested for use within ambulances and grade highly. Our biomedical engineer with Oconee Memorial Hospital has researched this subject deeply and the purchase of these units is his recommendation. The cost will exceed the amount of funds available through the state grant. We have approached the hospital's capital committee and they have committed to absorbing the additional costs.

IN APPRECIATION OF THE OCONEE COUNTY VETERANS COMMITTEE FOR
ESTABLISHING THIS PARK TO HONOR OCONEE COUNTY SOLDIERS WHO
FOUGHT SO THAT WE COULD BE FREE

VETERANS PARK COMMITTEE

JERRY DYAR
PHILIP PIAZZA
JOE RAWL

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF DCONEE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BONDS (INDUSTRIAL BUILDING PROJECT) SERIES 2003, THE ENTERING INTO OF CERTAIN COVENANTS AND AGREEMENTS AND THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ISSUANCE OF THE AFORESAID BOND, INCLUDING AN INDENTURE, AND CERTAIN OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council is empowered under and pursuant to the provisions of Title 4, Chapters 1 and 29 of the Code of Laws of South Carolina Code 1976, as amended, (jointly hereinafter the "Act") to acquire, own, lease and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina; and

WHEREAS, the County, subject to the approval of the State Budget and Control Board of South Carolina, is authorized by Section 4-1-175 and 4-29-68 of the Act to issue its special source revenue bonds, secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County, capitalized interest on the bond (as described in the Act) and the costs of issuance of said bond; and

WHEREAS, the County and Pickens County have established a joint county industrial business park by entering into an Agreement for Development for a Joint County Industrial Park dated May 4, 1998, and last amended on August 5, 2003; and the County and Williamsburg County have established a joint county industrial business park by entering into an Agreement for Development for a Joint County Industrial Park dated December 6, 1994 (hereinafter jointly the "Park"); and as amended from time to time (the "Park Agreements"); and

WHEREAS, having determined that the Project will provide public benefits incident to conducting industrial operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the County in expanding the infrastructure for economic development within the County, the County has agreed to issue and sell a Special Source Revenue Bond, Series 2003 (Industrial Building Project) (the "Bond"). The proceeds of the Series 2003 Bond will be used to acquire land and necessary infrastructure for the Project, and, in connection therewith, to make the Project available to the County under and pursuant to the terms of an indenture to be entered into between the County and the bond purchaser (the "Indenture"). The proceeds of the Series 2003 Bond will be used to acquire, by construction, purchase or otherwise, all

infrastructure necessary for the Project which may be acquired pursuant to tax-exempt financing as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to the provisions of the Multi-County Industrial Park by and between Oconee County and Pickens County dated May 4, 1998, and last amended on August 5, 2003; and Oconee County and Williamsburg County dated December 6, 1994, and as amended from time to time, the County receives (jointly the "Ordinances") (i) payments in lieu of taxes ("Fee Payments") in amounts equal to the payments specified in the Ordinances of the County enacted on August 5, 2003 pursuant to Section 4-1-70 of the Act, and (ii) is obligated to maintain the Project in good repair at its own expense; and

WHEREAS, the Bond is to be issued under and pursuant to the provisions of the Act and to be secured by and payable solely from the Fee Payments remaining after payment to Pickens County and Williamsburg for distribution pursuant to the Multi-County Industrial Business Park Agreements (the "Net Fee Payments") and to contain such terms and provisions as are set forth in an Indenture by and between the County (the "Indenture") and the purchaser of the Bond and bear interest at such rate (the "Interest Rate") as may be agreed to by the Interim Supervisor/Chairman of the County Council and the purchaser of the Bonds (the "Purchaser"), provided, such rate shall not exceed Six and one-half (6.5%) percent; the proceeds from the Bond to be advanced under the Bond (i) for the payment of costs incurred by the County in connection with the acquisition and construction of the Project, (ii) for the payment of capitalized interest, and (iii) for the payment of certain expenses of issuance, all as set forth in the Indenture; and

WHEREAS, it has been determined that the estimated amount necessary to finance that portion of the cost of the Project to be defrayed by the County and expenses incidental thereto requires that the Bond in the aggregate principal amount of not exceeding \$600,000 be authorized as hereinafter provided and that such Bond be payable from and secured by a portion of the Fee Payments; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents, each to be dated as set forth below or to be dated such other date on or before July 31, 2004 as may be agreed to by the County and the Purchaser, which the County proposes to execute and deliver:

1. The form of the Indenture by and between the County and the Purchaser;
2. The form of the Series 2005 Bond issued by the County in favor of the Purchaser; and

WHEREAS, the County Council desires to protect the taxpayer, located in the Multi-County Industrial/Business Parks from the loss of the local option sales tax credit by the use of an infrastructure tax credit.

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

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

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State of South Carolina by assisting the County to locate the Park in the County, the acquisition by construction or purchase of the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be issued, and shall be issued, a Series 2603 Bond special source revenue bond of the County in the aggregate principal amount of not exceeding Six Hundred Thousand Dollars (\$600,000).

The Bond shall originally be dated its date of initial issuance and shall be issued as a fully registered Bond.

Principal of the Bond shall be payable on April 1 of 2004 and for nine (9) consecutive years thereafter at the principal office of Purchaser. Interest on the Bond shall be payable annually commencing on April 1, 2004 and thereafter on April 1 of each year, in each case to the holder of the Bond as of the immediately preceding Record Date, as that term is defined in the Indenture, such interest to be paid by check or draft mailed to each of the Bond owners at the address as it appears on the Books of Registry (as defined in the Indenture).

The Bond and the assignment provisions pertaining thereto shall be in substantially the form set forth in the Indenture, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Indenture.

The Bond shall be subject to redemption prior to maturity, at the option of the County, as a whole at any time, or in part from time to time on any April 1.

There is hereby authorized the execution and delivery of the Bonds to the Purchaser at a price equal to 100% of the principal amount thereof. The Interim Supervisor/Chairman of the County Council is hereby authorized, empowered and directed to execute and deliver the Bond to the Purchaser, and the Purchaser is hereby appointed Bond Registrar under the Indenture. The Clerk to the County Council is hereby authorized and directed to

affix the corporate seal of the County to the Bond and to attest the same. The Bonds are to be in substantially the form now before this meeting and hereby approved, or with such changes, insertions and omissions therein as do not impose liability upon the County and as shall be approved by the Interim Supervisor/Chairman of the County Council executing the same, with the advice of counsel, said execution to constitute conclusive evidence of such approval.

Section 3. The Bond shall be a limited obligation of the County payable by the County solely from, and secured by a pledge of, the Fee Payments remaining after payment of the Pickens County and Williamsburg County portion of the payments in lieu of taxes. The Bond does not and shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Such limitation shall be plainly stated on the face of the Bond.

Nothing in this ordinance, the Indenture or the Bond shall be construed as an obligation or commitment by the County to expend any of its funds other than (i) the proceeds of the Bond (ii) the Fee Payments derived by the County pursuant to the Park Agreements, and (iii) any proceeds accruing to the County on account of insurance on the infrastructure included in the Project.

Section 4. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Interim Supervisor/Chairman of the County Council and shall be attested by the manual or facsimile signature of the Clerk to the County Council of the County and shall have the seal of the County Council impressed or imprinted thereon. In case the officers whose signature shall appear on the Bond shall cease to be such officers before the delivery of the Bond, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if such officers had remained in office until delivery.

Section 5. The form the Indenture, as submitted to this meeting and made a part of this Ordinance as though set forth in full herein, has been approved by County Council pursuant to this Ordinance. The Interim Supervisor/Chairman of the County Council is hereby authorized and directed to execute and deliver the Indenture with such changes, insertions and omissions as do not impose liability upon the County and as may be approved by said Interim Supervisor/Chairman, with the advice of counsel, said execution being conclusive evidence of such approval and the Clerk of the County Council is hereby authorized and directed to affix the corporate seal of the County to the Indenture and to attest the same.

Section 7. The Interim Supervisor/Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, he and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 9. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 7th day of October, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: September 2, 2003
Second Reading: September 16, 2003
Public Hearing: October 7, 2003
Third Reading: October 7, 2003

EXHIBIT "A"
DESCRIPTION OF LAND

All those pieces, parts and tracts of land located on Commerce Way. Commerce Way is one-half mile south of the intersection of South Carolina Highway 123 and South Carolina Highway 11 in Oconee County, South Carolina.

Oconee County, South Carolina EMS#251-00-04-007.

RESOLUTION

A RESOLUTION MAKING APPLICATION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF A SPECIAL SOURCE REVENUE BOND SERIES 2003 (INDUSTRIAL BUILDING PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, TITLE 4, CHAPTER 29 (1976), AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$600,000.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 29 and Section 4-1-175 (1976), as amended (collectively the "Act"), to issue special source revenue bonds whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing industrial enterprises to locate in and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State; and

WHEREAS, the County is further authorized by the Act to issue special source revenue bonds, as provided in the Act, secured and payable from all or a part of that portion of revenues which the County is entitled to retain pursuant to the agreement required by Section 4-1-170 and for the purposes set forth in Section 4-29-68; and

WHEREAS, the County has entered into an Agreement for Development for Joint County Industrial Park with Pickens County, South Carolina dated _____, 2003, and as amended from time to time; and an Agreement for Development for Joint County Industrial Park with Williamsburg County, South Carolina dated _____, 2003, and as amended from time to time (the "Park Agreements") pursuant to Section 13 of Article VIII of the Constitution of the State and Section 4-1-170 in order to implement the public purposes enumerated in the Act; and

WHEREAS, in furtherance thereof, the County proposes to issue, subject to the approval of the State Budget and Control Board of South Carolina, its Special Source Revenue Bond (Industrial Building Project), Series 2003 (the "Bond") in the aggregate principal amount of not exceeding \$600,000 to defray a portion of the costs of designing, acquiring, constructing, improving or expanding land and infrastructure for the industrial building, as defined in Section 4-29-68(A)(2) (the "Project") in order to provide parking and facilitate emergency and county services to the economically developing areas of the County; and

WHEREAS, it is now deemed advisable by the County Council to file with the State Budget and Control Board of the State of South Carolina, in compliance with Section 4-29-140 of

the Act, the Petition of the County requesting approval by the State Budget and Control Board of the proposed issuance of the Bond;

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

Section 1. It is hereby found, determined and declared as follows:

(a) The proceeds of the Bond will be used to defray the cost of the Project and the issuance of the Bond in the principal amount of not exceeding \$600,000 to defray a portion of the cost of the Project and the cost of issuance and capitalized interest will subserve the purposes and in all respects conform to the provisions and requirements of the Act applicable to the Bond.

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing infrastructure necessary for the continued economic development of the County, and by providing additional employment opportunities for people from the County and adjacent areas when the Project is placed in full operation with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of industrial development not otherwise provided locally.

(c) Except as to the fees in lieu of taxes specifically pledged for the repayment of the Bond, neither the Project, the Bond proposed to be issued by the County to defray the cost of the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to a pecuniary liability of the County or a charge against any of its general credit or taxing power.

(d) The issuance of the Bond by the County in the principal amount of not exceeding \$600,000 will be required to defray a portion of the cost of the Project.

(e) The amount necessary in each year to pay the principal of and interest on the Bond is set forth in an Ordinance to be adopted by the County; and

(f) The approvals granted in connection with the Bond have not been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 2. There be and is hereby authorized and directed the submission on behalf of the County, a Petition requesting the approval by the State Budget and Control Board of the proposal of the County to issue the Bond pursuant to the provisions of Section 4-29-140 of the Act, said Petition, which constitutes and is hereby made a part of this authorizing resolution, to be in substantially the form attached hereto.

Section 3. The Interim Supervisor/Chairman of the County Council of the County, is hereby authorized and directed to execute said Petition in the name and on behalf of the County; and the Clerk of the County Council is hereby authorized and directed to attest the same and thereafter

to submit an executed copy of this resolution to the State Budget and Control Board in Columbia, South Carolina,

Section 4: All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its passage and approval.

Passed and approved September 16, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

STATE OF SOUTH CAROLINA }
 }
OCONEE COUNTY }
 }

TO THE STATE BUDGET AND CONTROL
BOARD OF SOUTH CAROLINA

}
 }
 } PETITION
 }

This Petition of Oconee County, South Carolina (the "County"), pursuant to South Carolina Code Annotated, Title 4, Chapter 29 and Section 4-1-175 (1976), as amended (collectively the "Act"), and specifically Section 4-29-140 thereof, respectfully shows:

1. The County Council of Oconee County, South Carolina (the "County Council") is the governing body of the County and as such the "governing board" of the County referred to in the Act.

2. The Act, among other things, empowers the County, subject to obtaining the approval of the State Budget and Control Board, pursuant to Section 4-29-140 of the Act to issue special source revenue bonds for the purpose of defraying the cost of designing, acquiring, constructing, improving or expanding infrastructure as defined in Section 4-29-68(A)(2) and to secure the payment of such bonds from payments in lieu of taxes pursuant to certain multi-county industrial park agreements received and retained by the County under Section 4-1-179 or Section 13 of Article VIII of the Constitution of the State.

3. The County will issue its special source revenue bonds for the purpose of defraying the cost of designing, acquiring, constructing, improving or expanding certain infrastructure as defined in Section 4-29-68(A)(2) (the "Project").

4. The County has determined that the estimated cost of the Project, less the capital contribution of the County, will be not exceeding \$600,000 and desires to execute and deliver its Series 2003 Special Source Revenue Bond (Industrial Building Project) (the "Bond") in the aggregate principal amount of not exceeding \$600,000 to defray the remaining portion of such costs of the Project.

5. Pursuant to Section 4-29-60 of the Act, the County Council has made the requisite findings that: (i) the Project will subsolve the purposes of the Act; (ii) it is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally; (iii) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iv) the principal amount of the

Bond required to finance the Project, in conjunction with the capital contribution of the County, is expected to be not exceeding \$600,000; (v) the County may, but shall not be required to, establish a reserve fund in connection with the retirement of the proposed Bond and the maintenance of the Project; and (vi) the County shall maintain the Project and carry all proper insurance with respect thereto, and as a part of the proceedings of the County, the County Council will make the requisite finding as to the amount necessary in each year to pay the principal and the interest on the Bonds proposed to be issued to defray the cost of the Project.

6. Pursuant to Section 4-29-140 of the Act, the County sets forth the following information:

(a) The Project will include land acquisition, security financing, capitalized interest, costs of issuance and other related infrastructure to be owned or controlled by the County. It is anticipated that, upon completion, the Project will provide stimulation to the economy of the County and neighboring areas thereto by increased payrolls, capital investment and tax revenues.

(b) It is estimated that the cost of the Project, including the items of cost authorized in the Act and less the capital contribution of the County, will be not exceeding \$600,000.

(c) Copies of the Ordinance, the Indenture and the Bond are available from the County. The following summary of their terms is in no wise intended to affect or alter the actual terms of the documents themselves:

(A) The County does not incur any pecuniary liability or charge upon its general credit or taxing powers.

(B) The County agrees to receive and pay over to the Bondholder payments in lieu of taxes in accordance with Sections 4-1-170 of the Act and Article VIII, Section 13 of the South Carolina Constitution.

(C) An irrevocable pledge and assignment for the benefit of the purchaser of the Bond or its assigns as holder of the Bond of the County's right, title and interest in and to payments in lieu of taxes to be received by the County under the several Agreements for Development for Joint County Industrial Park (the "Park Agreements").

(D) The terms of the Bond, the provisions for exchange and transfer of the Bond, the prepayment provisions, the means of disbursement, default provisions and remedies therefor and various other matters relating to the Bond.

(E) The adoption of the Ordinance and the indenture or the execution of the Park Agreements imposes no pecuniary liability on the County except to the extent of payments in lieu of taxes pledged to the repayment of the Bond and does not create a charge upon the general credit or taxing power of the County.

7. The approvals granted in connection with the Bonds have not been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Upon the basis of the foregoing, the County respectfully prays that the State Budget and Control Board (i) accept the filing of this Petition and the documents submitted herewith, (ii) make such review as it deems advisable, (iii) if it finds that the Project is intended to promote the purposes of the Act and may be reasonably anticipated to effect such result, that it approve the Project and the execution and delivery of the Bond by the County pursuant to the Act to defray the cost of the Project (including changes in any details of the said financing as finally consummated which do not materially affect the undertaking of the County), and (iv) give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

Respectfully submitted,

OXFORD COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman of County
Council-Oxford County, South Carolina.

ATTENDE:

By: _____
Opal O. Green, Clerk to County Council
Oxford County, South Carolina

NOTICE OF PUBLIC HEARING

There will be a public hearing on an ordinance with respect to proceedings in connection with the issuance of Oconee County, South Carolina Special Source Revenue Bonds, Series 2003 pursuant to a Oconee County Ordinance (Industrial Building Project). Said property bearing Oconee County, South Carolina TMS#251-00-04-007, consisting of approximately 12 acres more or less. The entrance to said property is located on Commerce Way. Commerce Way is one-half mile south of the intersection of South Carolina Highway 123 and South Carolina Highway 11 in Oconee County, South Carolina. Said public hearing is to occur at a meeting of the Oconee County Council in the Administration Building, 415 South Pine Street, Walhalla, South Carolina on Tuesday, October 7, 2003 at 7:00 p.m.

OCCONEE COUNTY, SOUTH CAROLINA

Harry R. Hamilton
Interim Supervisor/Chairman of County Council

RESOLUTION

A RESOLUTION MAKING APPLICATION TO THE STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA FOR APPROVAL OF THE ISSUANCE BY OCONEE COUNTY, SOUTH CAROLINA, OF A SPECIAL SOURCE REVENUE BOND SERIES 2003 (INDUSTRIAL BUILDING PROJECT), PURSUANT TO THE PROVISIONS OF SOUTH CAROLINA CODE ANNOTATED, TITLE 4, CHAPTER 29 (1976), AS AMENDED, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$600,000.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of South Carolina Code Annotated, Title 4, Chapter 29 and Section 4-1-175 (1976), as amended (collectively the "Act"), to issue special source revenue bonds whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing industrial enterprises to locate in and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State, and

WHEREAS, the County is further authorized by the Act to issue special source revenue bonds, as provided in the Act, secured and payable from all or a part of that portion of revenues which the County is entitled to retain pursuant to the agreement required by Section 4-1-170 and for the purposes set forth in Section 4-29-68; and

WHEREAS, the County has entered into an Agreement for Development for Joint County Industrial Park with Pickens County, South Carolina dated _____, 2003, and as amended from time to time; and an Agreement for Development for Joint County Industrial Park with Williamsburg County, South Carolina dated _____, 2003, and as amended from time to time (the "Park Agreements") pursuant to Section 13 of Article VIII of the Constitution of the State and Section 4-1-170 in order to implement the public purposes enumerated in the Act; and

WHEREAS, in furtherance thereof, the County proposes to issue, subject to the approval of the State Budget and Control Board of South Carolina, its Special Source Revenue Bond (Industrial Building Project), Series 2003 (the "Bond") in the aggregate principal amount of not exceeding \$600,000 to defray the costs of designing, acquiring, constructing, improving or expanding land and infrastructure for the industrial building, as defined in Section 4-29-68(A)(2) (the "Project") in order to provide parking and facilitate emergency and county services to the economically developing areas of the County; and

WHEREAS, it is now deemed advisable by the County Council to file with the State Budget and Control Board of the State of South Carolina, in compliance with Section 4-29-140 of

the Act, the Petition of the County requesting approval by the State Budget and Control Board of the proposed issuance of the Bond;

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

Section 1. It is hereby found, determined and declared as follows:

(a) The proceeds of the Bond will be used to defray the cost of the Project and the issuance of the Bond in the principal amount of not exceeding \$600,000 to defray the cost of the Project and the cost of issuance and capitalized interest will subserve the purposes and in all respects conform to the provisions and requirements of the Act applicable to the Bond.

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing infrastructure necessary for the continued economic development of the County, and by providing additional employment opportunities for people from the County and adjacent areas when the Project is placed in full operation with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of industrial development not otherwise provided locally.

(c) Except as to the fees in lieu of taxes specifically pledged for the repayment of the Bond, neither the Project, the Bond proposed to be issued by the County to defray the cost of the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to a pecuniary liability of the County or a charge against any of its general credit or taxing power.

(d) The issuance of the Bond by the County in the principal amount of not exceeding \$600,000 will be required to defray the cost of the Project.

(e) The amount necessary in each year to pay the principal of and interest on the Bond is set forth in an Ordinance to be adopted by the County; and

(f) The approvals granted in connection with the Bond has not been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Section 2. There be and is hereby authorized and directed the submission on behalf of the County, a Petition requesting the approval by the State Budget and Control Board of the proposal of the County to issue the Bond pursuant to the provisions of Section 4-29-140 of the Act, said Petition, which constitutes and is hereby made a part of this authorizing resolution, to be in substantially the form attached hereto.

Section 3. The Interim Supervisor/Chairman of the County Council of the County, is hereby authorized and directed to execute said Petition in the name and on behalf of the County; and the Clerk of the County Council is hereby authorized and directed to attest the same and thereafter

to submit an executed copy of this resolution to the State Budget and Control Board in Columbia, South Carolina.

Section 4. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its passage and approval.

Passed and approved September 16, 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

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

STATE OF SOUTH CAROLINA)
)
OCONEE COUNTY)

TO THE STATE BUDGET AND CONTROL)
) PETITION
BOARD OF SOUTH CAROLINA)

This Petition of Oconee County, South Carolina (the "County"), pursuant to South Carolina Code Annotated, Title 4, Chapter 29 and Section 4-1-175 (1976), as amended (collectively the "Act"), and specifically Section 4-29-140 thereof, respectfully shows:

1. The County Council of Oconee County, South Carolina (the "County Council") is the governing body of the County and as such the "governing board" of the County referred to in the Act.

2. The Act, among other things, empowers the County, subject to obtaining the approval of the State Budget and Control Board, pursuant to Section 4-29-140 of the Act to issue special source revenue bonds for the purpose of defraying the cost of designing, acquiring, constructing, improving or expanding infrastructure as defined in Section 4-29-68(A)(2) and to secure the payment of such bonds from payments in lieu of taxes pursuant to certain multi county industrial park agreements received and retained by the County under Section 4-1-170, Section 4-29-60, Section 4-29-67 or Section 13 of Article VIII of the Constitution of the State.

3. The County will issue its special source revenue bonds for the purpose of defraying the cost of designing, acquiring, constructing, improving or expanding certain infrastructure as defined in Section 4-29-68(A)(2) (the "Project").

4. The County has determined that the estimated cost of the Project will be not exceeding \$600,000 and desires to execute and deliver its Series 2003 Special Source Revenue Bond (Industrial Building Project) (the "Bond") in the aggregate principal amount of not exceeding \$600,000 to defray such costs of the Project.

5. Pursuant to Section 4-29-60 of the Act, the County Council has made the requisite findings that: (i) the Project will subsolve the purposes of the Act; (ii) it is anticipated that the Project will benefit the general public welfare of the County by providing employment and other public benefits not otherwise provided locally; (iii) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iv) the principal amount of the Bond required to finance the Project is expected to be not exceeding \$600,000; (v) the County may,

but shall not be required to establish a reserve fund in connection with the retirement of the proposed Bond and the maintenance of the Project; and (vi) the County shall maintain the Project and carry all proper insurance with respect thereto, and as a part of the proceedings of the County, the County Council will make the requisite funding as to the amount necessary in each year to pay the principal and the interest on the Bonds proposed to be issued to defray the cost of the Project.

6. Pursuant to Section 4-29-140 of the Act, the County sets forth the following information:

(a) The Project will include land acquisition, security financing, capitalized interest, costs of issuance and other related infrastructure to be owned or controlled by the County. It is anticipated that, upon completion, the Project will provide stimulation to the economy of the County and neighboring areas thereto by increased payrolls, capital investment and tax revenues.

(b) It is estimated that the cost of the Project, including the items of cost authorized in the Act, will be not exceeding \$600,000.

(c) Copies of the Ordinance, the Indenture and the Bond are available from the County. The following summary of their terms is in no wise intended to affect or alter the actual terms of the documents themselves:

(A) The County does not incur any pecuniary liability or charge upon its general credit or taxing powers.

(B) The County agrees to receive and pay over to the Bond holder payments in lieu of taxes in accordance with Sections 4-29-60 and 4-29-67 of the Act and Article VIII, Section 13 of the South Carolina Constitution.

(C) An irrevocable pledge and assignment for the benefit of the purchaser of the Bond or its assigns as holder of the Bond of the County's right, title and interest in and to payments in lieu of taxes to be received by the County under the several Agreements for Development for Joint County Industrial Park (the "Park Agreements");

(D) The terms of the Bond, the provisions for exchange and transfer of the Bond, the prepayment provisions, the means of disbursement, default provisions and remedies therefor and various other matters relating to the Bond.

(E) The adoption of the Ordinance and the Indenture or the execution of the Park Agreements imposes no pecuniary liability on the County except to the extent of payments in lieu of taxes pledged to the repayment of the Bond.

and does not create a charge upon the general credit or taxing power of the County.

7. The approvals granted in connection with the Bonds have not been made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

Upon the basis of the foregoing, the County respectfully prays that the State Budget and Control Board (i) accept the filing of this Petition and the documents submitted herewith, (ii) make such review as it deems advisable, (iii) if it finds that the Project is intended to promote the purposes of the Act and may be reasonably anticipated to effect such result, that it approve the Project and the execution and delivery of the Bond by the County pursuant to the Act to defray the cost of the Project (including changes in any details of the said financing as finally consummated which do not materially affect the undertaking of the County), and (iv) give published notice of its approval in the manner set forth in Section 4-29-140 of the Act.

Respectfully submitted,

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Supervisor/Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Urnen, Clerk to County Council
Oconee County, South Carolina

I hereby certify that in the best of my knowledge
this tabulation of bids is correct.

Marianne Dillard
Procurement Director

and Budget Ordinance amount for bid item \$539,578.00

Bidders	Melloul Blamey Const Ltd	Zorn Co Inc	MB Kahn Const Argo Div	Langston Const Co Inc	Yeargin Const Inc
Address	Greenville, SC	Seneca, SC	Greenville, SC	Piedmont, SC	Greenville, SC
Base Bid	294,000.00	428,777.00	407,400.00	468,800.00	514,800.00
Alternate #1 - fence & gate	6,000.00	5,260.00	7,535.00	6,800.00	7,400.00
Total	300,000.00	435,037.00	414,935.00	475,600.00	522,200.00
Addendum 1	yes	yes	yes	yes	yes
Addendum 2	yes	yes	yes	yes	yes
Bid Bond included	yes	yes	yes	yes	yes

**DAVIS
FLOYD**

Engineering
Architecture
Environmental & Laboratory Services

RECEIVED
SEP 12 2003
OCONEE COUNTY
PROCUREMENT DEPT

Davis & Floyd, Inc. • P.O. Drawer 428 • Greenwood, SC 29648 • 1519 Reynolds Street • Greenwood, SC 29649 • (803) 779-7211 (office) • (803) 779-7664 (fax)

September 11, 2003

Oconee County Procurement Office
415 South Pine Street
Walhalla, SC 29691
Attn: Ms. Marianne Dillard

Dear Ms. Dillard:

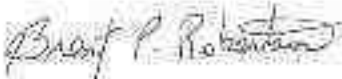
We have reviewed the bids for the Oconee County Fire Training Facility as requested by your office. Melloul-Blamey Construction LTD., was the low bidder for this project. We have received three "Letters of Reference" from prior and current clients and have spoken directly with Mr. Williams Myers of M.B. Kahn Construction Co., Inc., whom worked directly with Melloul-Blamey on Wright Elementary School in Anderson County. Mr. Myers had nothing but high praise for the quality of work done by Melloul-Blamey and in fact, is bidding another project with them. It is our belief, that repeat business with the same client is one of the best indicators of client satisfaction. Furthermore, we have discussed the project in detail with Mr. David Blamey and feel comfortable that the major components of the construction have been covered. Mr. Blamey stated that he personally put the bid together and is familiar with the requirements of the project. In addition, we contacted the Better Business Bureau and the State Licensing Board and found no records of citations or complaints against this contractor.

Based on this information, we recommend that Oconee County accept the bid provided by Melloul-Blamey Construction LTD., inclusive of the alternate price for a total amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)

Feel free to contact me should you require additional information.

Sincerely,

DAVIS & FLOYD, INC.



Brent Robertson, P.E.
Project Manager

emd

OCONEE COUNTY / DUKE ENERGY BONDS

AMENDMENT OR AMENDMENT AND RESTATEMENT OF TRUST INDENTURE AND
LOAN

AGREEMENT RELATING TO \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA
POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS, SERIES 1993 (DUKE
POWER COMPANY PROJECT) (THE "BONDS") TO PROVIDE FOR CHANGE IN INTEREST
RATE FROM FIXED TO VARIABLE RATE, TO PROVIDE FOR APPOINTMENT OF
REMARKETING AGENT, REMARKETING OF THE BONDS AND EXECUTION OF
DOCUMENTS

RELATING THERETO, AND TO PROVIDE FOR CHANGE IN COLLATERAL SUPPORT FOR
THE BONDS BY DELIVERY OF LETTER OF CREDIT.

ORDINANCE

AMENDMENT AND RESTATEMENT OF TRUST INDENTURE AND AMENDMENT OF LOAN AGREEMENT RELATING TO \$77,000,000 OCONEE COUNTY, SOUTH CAROLINA POLLUTION CONTROL FACILITIES REVENUE REFUNDING BONDS, SERIES 1993 (DUKE POWER COMPANY PROJECT) (THE "BONDS") TO PROVIDE FOR CHANGE IN INTEREST RATE FROM FIXED TO VARIABLE RATE, TO PROVIDE FOR APPOINTMENT OF BANC ONE CAPITAL MARKETS, INC., AS REMARKETING AGENT, REMARKETING OF THE BONDS AND EXECUTION OF DOCUMENTS RELATING THERETO, AND TO PROVIDE FOR CHANGE IN COLLATERAL SUPPORT FOR THE BONDS BY DELIVERY OF LETTER OF CREDIT ISSUED BY BANK ONE.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), under and pursuant to the provisions of Title 48, Chapter 3 of the Code of Laws of South Carolina 1976, as amended (the "Act"), has previously issued its \$77,000,000 Pollution Control Facilities Revenue Refunding Bonds, Series 1993 (Duke Power Company Project) (the "Bonds"); and

WHEREAS, Duke Energy Corporation (f/k/a Duke Power Company) ("Duke Energy") has requested that the County amend and restate the Trust Indenture dated as of April 1, 1993 under which the Bonds were issued, and amend the Loan Agreement dated as of April 1, 1993 under which the proceeds of the sale of the Bonds were loaned to Duke Energy; and

WHEREAS, such amendments (the "Amendments") will be in connection with converting the interest rate on the Bonds from a fixed rate to a variable rate and will be for the purpose of extending the maturity of the Bonds, to provide for the issuance of a letter of credit securing the payment of interest, purchase price and redemption price of the Bonds, such letter of credit to be issued initially by Bank One, Chicago, Illinois, to provide for the release of other collateral presently securing the payment of interest, purchase price and redemption price of the Bonds, and to make other modifications in connection with the foregoing; and

WHEREAS, in connection with the Amendments, Banc One Capital Markets, Inc. will become Remarketing Agent for the Bonds and will prepare and distribute an [Official Statement] describing the Bonds; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the following documents which the County proposes to execute and deliver:

1. The form of the Amended and Restated Trust Indenture by and between the County and the Trustee (the "Indenture");
2. The form of the Amendment to Loan Agreement by and between the County and the Corporation; and
3. The forms of the [Official Statement].

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

HANGAR LEASE

THIS AGREEMENT MADE AND ENTERED into this _____ day of _____, 2003, by and between OCONEE COUNTY, SOUTH CAROLINA, hereinafter referred to as "THE COUNTY" and _____ hereinafter referred to as "THE LESSEE".

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

The County and Lessee Agree as follows:

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

specifically listed as an owner on the FAA registration of the aircraft and shall be specifically listed as an owner and named insured on all insurance policies on said aircraft.

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

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

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

the demised premises, and the curtilage connected thereto, during the term of this lease.

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

and remove all persons and property there from. Lessee shall be given fourteen (14) days notice of any default or breach and termination and forfeiture of the lease shall not result if, within five (5) days of receipt of such notice, lessee has corrected the default or breach.

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

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

IN the presence of:

OCONEE COUNTY (SEAL)

BY: _____
ITS DULY AUTHORIZED REPRESENTATIVE

In the presence of:

(SEAL)

Proposed Road Paving Contract Changes
County Council Meeting
September 16, 2003

1. Recommend adding Lakehill and Boat Ramp to Thrift contract.
2. Also, to the King Contract, recommend deleting Mt. Nebo Church Road (done under airport expansion) and add McClure (approx. 800' shorter)

	Tipton's Original Bid 3/26/02	Thrift's Original Bid 3/26/02	Tipton's Revised	Thrift's Revised
Lakehill Drive	63,488.30	72,271.20	n/a	(est) 52,095.80
Boat Ramp	10,907.40	18,522.80	54,537.00	(est) 14,092.50

Note: Deleted Hemlock Drive, SE-148, at \$59,988.15 from Thrift contract because of utility problems.

OCONEE COUNTY ROAD DEPARTMENT

AGENDA COUNCIL MEETING September 16, 2003

To add Lakehill Dr. (CE-107) & Boat Ramp Rd. (CE-177) to Thrift Development's contract (PO # 41380), (See attached quotes)

	<u>Quote</u>		<u>Approx. Pipe</u>		<u>Estimated Cost</u>
Lakehill Dr.	\$46,655.60	+	\$5,440.00	=	\$52,095.60
Boat Ramp Rd.	\$13,977.50	+	\$1,015.00	=	\$14,992.50
					\$67,088.10 Approx.

** Thrift's quotes do not include tests, extra stone and unforeseen problems.

Tipton's Price

Lakehill Dr. (Includes Striping)	\$63,745.13
Boat Ramp Rd. (Includes Striping)	\$10,965.77
	\$74,710.90 Approx.

** Tipton's quotes do not include tests, extra stone and unforeseen problems.

THRIFT
DEVELOPMENT CORPORATION
GENERAL CONTRACTORS

September 11, 2003

Mr. Hoyt Orr
Oconee County Road Dept.
415 S. Pine Street
Walhalla, SC 29691

RE: Quote for improvements to Boat Ramp Road

Dear Mr. Orr:

Thank you for your request for a quote for the improvement to Boat Ramp Road behind South Union Baptist Church. Please find listed below a detail of the work and price quote:

Re-grade the existing roadway sub-grade,
Install five (5) inch compacted graded aggregate base course, overlay with
two (2) inches of Asphalt Surface Course for a width of twenty feet paved
area, striped with double yellow fast dry paint, and grass new roadway
shoulders and disturbed area:

Lump Sum Price = \$ 13,977.50 + ^{APPROX} \$ 1,015.00 = \$ 14,992.50

*Please note that any pipe installed would be at the contract price. Also, it is understood from our previous conversation that BellSouth and Pioneer Water will relocate/lower their facilities that are in conflict with construction.

Again, Thrift Development Corporation appreciates the opportunity to quote this construction. Please advise me if additional information is required.

Sincerely,



T.M. McKee

cc: Oconee County File



15"
30' x \$12.50
18"
40' x \$16.00
\$1,015.00
APPROX
AW

THRIFT
DEVELOPMENT CORPORATION
GENERAL CONTRACTORS

September 15, 2003

Mr. Hoyt Orr
Oconee County Road Dept.
415 S. Pine Street
Walhalla, SC 29691

18"
340' x 316.00

\$5440.00
APPROX
AD

RE: Quote for improvements to Lake Hill Drive

Dear Mr. Orr:

Thank you for your request for a quote for the improvement to Lake Hill Drive at Old Knox Bridge Road. Please find listed below a detail of the work and price quote:

Re-Grade the existing roadway sub-grade
Install five (5) inch compacted graded aggregate base course, overlay with two (2) inches of Asphalt Surface Course for a width of twenty feet paved area, striped with double yellow fast dry paint, and grass new roadway shoulders and disturbed area:

Lump Sum Price = \$46,655.60* + ^{APPROX} \$5,440.00 = \$52,095.60

*Please note that any pipe installed would be at the contract price.

It is understood from our previous conversation that BellSouth and Pioneer Water will relocate/lower their facilities that are in conflict with construction. Also, we request that we be allowed to construct Lake Hill Drive, simultaneously with the construction of Old Knox Bridge Road.

Again, Thrift Development Corporation appreciates the opportunity to quote this construction. Please advise me if additional information is required.

Sincerely,


T.M. McKee

cc: Oconee County File

P.O. Box 2125 • Seneca, SC 29679
Seneca Office: (864) 882-4582 • Tri-County Builders (864) 882-1554
Fax: (864) 882-0808 • E-mail: gthrift@thriftdev.com



Tipton & Young Construction Co., Inc.
2360 Banks Creek Road
Furnessville, NC 28714
828 682-6922 Fax 828 682-3853

Sept 8, 2003

No

Deone Co. Road Dept.
415 South Pine Street
Walhalla, SC 29691

Dear Mr. Hamilton:

The new quote for Boat Ramp Road to accommodate the changes as they currently exist is \$84,537.60. Please notify us of your acceptance or rejection of this quote as soon as possible. I will await your reply tomorrow.

Regards,

Walter H. Tipton

Walter H. Tipton
President

cc: Ms Madianne Dillard
cc: Mr. Hoyt Orr

Items to be discussed by the Personnel & Intergovernmental Committee:

Right-of-Way and Lease with New Horizons Electric Coop

Request for Part Time Personnel for Cooperative Extension Service

Request for Part Time Personnel for Register of Deeds Office

Request for Part Time Personnel for Solicitor

SWAG Agreement

City of Westminster Agreement

Rosa Clark Clinic

Lakeview Rest Home

Assessor's Office