

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 03/20/2007

COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Request for Service Agreement with Trane for heating, ventilation and air conditioning (HVAC) equipment at the Law Enforcement Center. This agreement includes seasonal equipment inspections and maintenance for two (2) heat recovery units, one (1) roof-top unit package, three (3) air handling units, three (3) condensing units and one (1) mini-split system.

BACKGROUND OR HISTORY:

This agreement is a renewal of an existing annual contract for service with Trane that expires on 03/31/07.

SPECIAL CONSIDERATIONS OR CONCERNS:

Without the regular inspection and maintenance provided by the Service Agreement, expensive repair costs could be incurred. The agreement includes a discounted preferential service rate for work outside the scope of covered service that is lower than the standard rate.

STAFF RECOMMENDATION:

The purchase of the Service Agreement is recommended due to the possibility of exorbitant repair costs without the agreement. Modern climate control systems like these have complex integrated electronics that can be difficult and expensive to troubleshoot and repair. Trane has an exemplary service and repair record for this equipment.

FINANCIAL IMPACT:

The cost of the agreement is \$3,319 for one year (covering the period 04/01/07 through 03/31/08). Funds to cover this cost were appropriated in the current fiscal year Maintenance Building/Grounds line item (010-106-30022) of the Detention Center budget.

ATTACHMENTS:

Trane Service Agreement proposal (original document).

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/Initials:

_____ County Attorney

 Finance

_____ Other

C: Clerk to Council



TRANE

Building Services

Trane Service Agreement

Presented to:

Steve Pruitt
Oconee County Law Enforcement Center
415 South Pine Street
Walhalla, SC 29691

March 6, 2007

We Make Buildings Work Better for Life™

Presented by:

Thalia Martin
Trane
288 Fairforest Way
Greenville, SC 29607



Scope of Service Scheduled Service Agreement

Scheduled maintenance inspections are performed at various times throughout the year. Tasking sheets provide an overview of the maintenance to be performed.

Inspections

This coverage includes one cooling start-up inspection and one heating start-up inspection per year.

Maintenance Parts and Materials

Parts and materials shall be provided to complete scheduled maintenance tasks.

Emergency Service

Emergency service and repairs are available on a 24-hour-per-day basis and will be invoiced at the prevailing straight time or overtime contract rate.

Written Reports

Written reports will be provided to the customer representative following each regular inspection or emergency call.

Referential Service Agreement Rate

This contract includes preferred service status. For work outside the scope of service, a discounted rate of \$70 per straight time hour will apply.

EQUIPMENT COVERAGE

Trane
agrees to provide service for

Oconee County
Law Enforcement Center
15 South Pine Street
Aikman, SC 29691
ATTENTION: Steve Pruitt

The following equipment will be serviced:

Equipment	Manufacturer	Model Number	Serial Number
Heat Recovery Unit	Semco	FV3000H-4RN4AB	33270/M017312-02
Heat Recovery Unit	Semco	FV3000H-4RN4AB	33270/M017312-01
Packaged RTU	Trane	YCH211C3LOCA	416100429D
Modular Air Handling Unit	Trane	MCCB021	K03K47948A
Modular Air Handling Unit	Trane	MCCB021	K03K47958A
Modular Air Handling Unit	Trane	MCCB025	K03K47891A
Condensing Unit	Trane	RAUCC25	C04A00431
Condensing Unit	Trane	RAUCC25	C04A00432
Condensing Unit	Trane	RAUCC30	C04A00430
Mini Split System – Computer Room	Carrier	409N1301B	1604Y50058

Except as otherwise expressly provided, this Service Agreement applies only to the equipment listed above.

SCHEDULES OF MAINTENANCE

COMPREHENSIVE ANNUAL INSPECTION SERVICE SEMCO HEAT RECOVERY UNIT (2 times per year)

Report in with the Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with the customer for operational problems and trends.

General Assembly

- a. Inspect the fan wheel and shaft for wear and clearance.
- b. Verify clean condensate pan.
- c. Verify proper operation of the condensate drain.
- d. Verify smooth fan operation.
- e. Visually inspect coils for cleanliness.
- f. Verify clean air filters.
- g. Grease the condenser fan bearings, if applicable.
- h. Check sheaves and pulleys for wear and alignment.
- i. Check belts for tension, wear, cracks, and/or glazing.
- j. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Controls and Safeties

- a. Inspect the control panel for cleanliness.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.

Lubrication System

- a. Lubricate fan bearings.
- b. Lubricate motor bearings.

Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the contactors for free and smooth operation.
- d. Check the tightness of the motor terminal connections.
- e. Meg the motor(s) and record readings.
- f. Verify the operation of the electrical interlocks.
- g. Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

PACKAGED RTU-VOYAGER II
COMPREHENSIVE ANNUAL MAINTENANCE - Cooling Cycle
RTU-210

1. Report in with the Customer Representative.
 2. Record and report abnormal conditions, measurements taken, etc.
 3. Review customer logs with the customer for operational problems and trends.
- 1. General Assembly**
 - a) Inspect for leaks and report leak check results.
 - b) Repair minor leaks as required (e.g. valve packing, flare nuts).
 - c) Calculate refrigerant loss rate and report to the customer.
 - d) Check the sheaves and pulleys for wear and alignment.
 - e) Check the belts for tension, wear, cracks, and/or glazing.
 - f) Verify proper damper operation.
 - g) Check mechanical linkages for wear, tightness, and clearances.
 - h) Verify clean condenser and evaporator.
 - i) Verify clean evaporator fan.
 - j) Verify clean air filters.
 - k) Verify the operation of the crankcase oil heater(s), if applicable.
 - 2. Controls and Safeties**
 - a) Verify the operation of the discharge air temperature control device, if applicable.
 - b) Verify the operation of the outside air temperature control device.
 - c) Verify the operation of the mixed air temperature control device.
 - d) Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
 - e) Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
 - f) Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.
 - 3. Lubrication**
 - a) Lubricate motor bearings, if applicable.
 - b) Lubricate fan bearings.
 - c) Check oil level in the compressor(s), if applicable.
 - 4. Motor and Starter**
 - a) Clean the starter and cabinet.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check the contactors for free and smooth operation.
 - d) Meg the compressor motor(s) and record readings.
 - e) Verify the tightness of the compressor motor terminal connections.
 - f) Verify the operation of the crankcase oil heater(s), if applicable.
 - 5. Startup and Checkout Procedure**
 - a) Start the unit.
 - b) Verify the starter operation.
 - c) Verify the smooth operation of the compressors and fans.
 - d) Log operating conditions of the unit after the system has stabilized.
 - e) Review operating procedures with operating personnel.
 - f) Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

COMPREHENSIVE MAINTENANCE INSPECTION- Heating Cycle RTU-215

1. Perform the heating inspection/maintenance procedure applicable to the unit (steam/hot water, electric, gas, reverse cycle).
2. Verify smooth operation of the fans.
3. Check the belts for tension, wear, cracks, and glazing.
4. Verify clean air filters.

1. Gas Heat Option

- a) Visually inspect the heat exchanger.
- b) Inspect the combustion air blower fan, and clean, if required.
- c) Lubricate the combustion air blower fan motor, if applicable.
- d) Verify the operation of the combustion air flow-proving device, if applicable.
- e) Verify the operation of the flame detection device.
- f) Test the operation of the high temperature limit switch.
- g) Verify the integrity of the flue system.
- h) Verify the operation of the operating controls.
- i) Verify the burner sequence of operation.
- j) Verify proper gas pressure to the unit and/or at the manifold, if applicable.
- k) Perform combustion test. Make adjustments as necessary.

2. Startup/Checkout Procedure

- a) Verify smooth operation of the fans.
- b) Check the belts for tension, wear, cracks, and glazing.
- c) Verify clean air filters.
- d) Verify proper operation of the heating section.
- e) Verify the operation of the temperature controls.

AIR HANDLING UNIT, MODULAR CLIMATE CHANGER

COMPREHENSIVE INSPECTION (1 time per year)

AHU-110

Report it with the Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with the customer for operational problems and trends.

General Assembly

Inspect the unit for cleanliness.

Inspect the fan wheel and shaft for wear and clearance.

Check the sheaves and pulleys for wear and alignment.

Check the belts for tension, wear, cracks, and glazing.

Verify tight bolts, set screws, and locking collars.

Check dampers for wear, security and linkage adjustment.

Verify clean condensate pan.

Verify proper operation of the condensate drain.

Verify clean air filters.

Verify clean coils.

Verify proper operation of the spray pump, if applicable.

Verify smooth fan operation.

Log operating conditions after system has stabilized.

Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Lubrication

Lubricate the fan shaft bearings, if applicable.

Lubricate the motor bearings, if applicable.

Controls and Safeties

a. Test the operation of the low temperature safety device, if applicable.

b. Test the operation of the high static pressure safety device, if applicable.

c. Test the operation of the low static pressure safety device, if applicable.

d. Check the thermal cutoff on electric heaters, if applicable.

e. Check the step controller, if applicable.

f. Check and record supply air and control air pressure, if applicable.

g. Verify the operation of the control system and dampers while the fan is operating.

Motor and Starter

a. Clean the starter and cabinet.

b. Inspect the wiring and connections for tightness and signs of overheating and discoloration.

This includes wiring to the electric heat, if applicable.

c. Check the condition of the contacts for wear and pitting.

d. Check the contactors for free and smooth operation.

e. Meg the motor and record readings.

SCHEDULED RUNNING INSPECTION (1 time per year)
AHU-130

1. Check the general condition of the fan.
2. Verify smooth fan operation.
3. Verify clean air filters.
4. Check and record supply and control air pressure, if applicable.
5. Verify the operation of the control system.
6. Log the operating conditions after the system has stabilized.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

CONDENSING UNITS
COMPREHENSIVE ANNUAL INSPECTION SERVICE
RCP-210

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.

1. General Assembly

- a. Inspect for leaks and report results.
- b. Calculate refrigerant loss rate and report to the customer.
- c. Repair minor leaks as required (e.g. valve packing, flare nuts).
- d. Verify clean condenser coils.
- e. Inspect fan blades and belts, if applicable.
- f. Lubricate the condenser fan bearings, if applicable.

2. Controls and Safeties

- a. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- b. Verify the working condition of all indicator/alarm lights, if applicable.
- c. Test the low water temperature control device. Calibrate and record setting.
- d. Test the low evaporator pressure safety device. Calibrate and record setting.
- e. Test the oil pressure safety device(s). Calibrate and record setting, if applicable.
- f. Check programmed parameters of the RCM control, if applicable.

3. Lubrication System

- a. Check oil level in the compressor.
- b. Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- c. Verify the operation of the oil heater. Measure amps and compare reading with the watt rating of the heater.

4. Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check condition of the contacts for wear and pitting.
- d. Check the contactors for free and smooth operation.
- e. Check the tightness of the motor terminal connections.
- f. Meg the compressor motor(s) and record readings.
- g. Verify the operation of the electrical interlocks.
- h. Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

MID-SEASON RUNNING INSPECTION (1 time per year)
RCP/DA 230

- Check the general condition of the unit.
- Verify the operating conditions after the system has stabilized.
- Verify the operation of the control circuits.
- Check the operation of the lubrication circuit, if applicable.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

VARIABLE FREQUENCY DRIVES
MAINTENANCE PROCEDURE (2 times per year)

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Clean the heat sink.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Annually inspect panel for loose or damaged parts or wiring; also check for any accumulation of dirt and/or moisture.
- Verify proper operation of the unit.
- Verify proper DC bus voltage.

Pricing and Acceptance Scheduled Agreement

K. Pruitt
Georgetown County Law Enforcement Center
15 South Pine Street
Fahalia, SC 29691 USA

Trane Service Agreement

Trane, a division of American Standard Inc., agrees to inspect, maintain and repair the equipment listed under the "Equipment Coverage" section (the "Equipment") hereof according to the terms of this Service Agreement, including the "Terms and Conditions," "Scope of Service," and "Service Program" sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

Customer agrees to pay \$3,319 per year to Trane as the fee (the "Service Fee") for the inspection, maintenance and/or repair services described in the Scope of Service and Service Program sections hereof with respect to the Equipment. Price shown is for first year only.

Optional Service: Condenser Coil Cleaning (Performed at Cooling Start-up Inspection)

Optional service includes the following:

- Spray coils with coil cleaning solution.
- Thoroughly rinse.
- Repeat as necessary to thoroughly clean condenser coils.

ADD for condenser coil cleaning \$790

2. 1g & Term Options

Term Selected

One (1) Year Agreement 04/01/07 to 03/31/08

Three (3) Year Agreement 04/01/07 to 03/31/10
Price to adjust 3% annually.

Five (5) Year Agreement 04/01/07 to 03/31/12
Price to adjust 2.5% annually.

This agreement is subject to the attached Trane Terms and Conditions.

CUSTOMER ACCEPTANCE

Authorized Representative:

Title

Acceptance Date

TRANE, a division of American Standard Inc.

Shel H. Mink
Authorized Representative

Account Manager
Title

3-7-07
Signature Date

Pricing and Acceptance Scheduled Agreement

Clayton County Law Enforcement Center
South Pine Street
Milledgeville, GA 30661 USA

Service Agreement

Trane, a division of American Standard Inc., agrees to inspect, maintain and repair the equipment listed under "Equipment Coverage" section (the "Equipment") hereof according to the terms of this Service Agreement, including the "Terms and Conditions," "Scope of Service," and "Service Program" sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

Customer agrees to pay \$3,319 per year to Trane as the fee (the "Service Fee") for the inspection, maintenance and/or repair services described in the Scope of Service and Service Program sections hereof with respect to Equipment. Price shown is for first year only.

Optional Service: Condenser Coil Cleaning (Performed at Cooling Start-up Inspection)

Optional service includes the following:

- Spray coils with coil cleaning solution.
- Thoroughly rinse.
- Repeat as necessary to thoroughly clean condenser coils.

CO for condenser coil cleaning\$780

Agreement & Term Options

Term Selected

One (1) Year Agreement	04/01/07 to 03/31/08	_____
Three (3) Year Agreement	04/01/07 to 03/31/10	_____
Price to adjust 3% annually		
Five (5) Year Agreement	04/01/07 to 03/31/12	_____
Price to adjust 2.5% annually		

This agreement is subject to the attached Trane Terms and Conditions.

CUSTOMER ACCEPTANCE

TRANE, a division of American Standard Inc.

Authorized Representative

Michael K. Monte
Authorized Representative

Title

Account Manager
Title

Acceptance Date

3-7-07
Signature Date

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Integrated Comfort Solutions Inc. Terms and Conditions (Service)

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Integrated Comfort Solutions Inc. (hereinafter "Trane").

Acceptance: A Proposal or Agreement made upon these terms is subject to customer acceptance in writing delivered to Trane within thirty (30) days from its date hereof. If your order is an acceptance of a written Proposal or a form provided by Trane, without the addition of any other terms and conditions at sale, any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval. To provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Trane will in any event constitute an acceptance by Customer of these terms and conditions.

Term and Service Fee Adjustment: The initial term of this Agreement shall be as stated in the Pricing & Acceptance section hereof. Hereafter, this agreement shall be automatically renewed on the basis stated above, until terminated as provided herein. Trane reserves the right to renegotiate the Service Fee effective with each annual renewal of this Agreement upon forty (40) days written notice in advance of the scheduled expiration date. This agreement may be cancelled upon the written notice of either party to the other for any reason or no reason at a later date than thirty (30) days prior to the scheduled expiration date provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Trane the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

3. Payment and Taxes: Payment is due upon receipt of Trane's invoice, except as may otherwise be provided in the "Service Fee" section, annual Service Fee amounts shall be paid in advance of performance of the Services. A service charge of 15% on unpaid balances may be charged by Trane. Without liability to Customer, Trane may discontinue services whenever payment is withheld. In addition to the above Service Fee, Customer shall pay all taxes not required to be paid by Trane or, alternatively, shall provide Trane with applicable tax exemption certificates. Customer shall pay all costs, including attorney fees, incurred by Trane in attempting to collect amounts due.

4. Termination: This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Trane for any amounts for services provided by Trane and not then paid.

5. Performance: Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Trane's normal business hours and all after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane shall not perform under this Agreement and the Service Fee are subject to the approval of Trane's credit department, are subject to events of force majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay or suspend performance of, at its option, renegotiate Service Fees, and/or terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this Agreement shall be canceled without any liability, other than Customer's obligation to pay any services rendered by Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Trane have any obligation to replace Equipment that is no longer maintainable. Annual or seasonal startup is included in the services, or an inspection by Trane prior to commencement of the services, indicates repairs are required, Trane will provide a quotation for such repairs. A Customer does not authorize such repairs. Trane may remove the inoperable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Fee accordingly, or at Trane's option, cancel this Agreement. During the term of this Agreement, Trane may elect to install/replace in Customer

equipment or provide possible devices, hardware and/or software for execution of control or diagnostic procedures. Such devices shall remain the personal property of Trane and in no event shall become a fixture of customer's premises. Customer shall not acquire any interest title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Trane reserves the right to remove such items at its discretion.

6. Customer Obligations: Customer shall:

- (a) Provide Trane reasonable and safe access to all Equipment;
- (b) Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing average/holiday rates for labor and price for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work; and
- (c) Unless water treatment is expressly included in Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

7. Exclusions: Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, maintenance, repair, modification or services for chilled water and condenser water pumps and piping, electrical disconnect switches or circuit breakers, motor starting equipment and interrupting power wiring, recirculating or portable instruments, gauges or thermometers, any pipe covering or insulation, maintaining asbestos, or non-maintainable parts of the system, including, but not limited to, unit cabinets, shafts, ductwork, electrical wiring, hydronic piping, structural supports, water refractory material and shells, storage tanks and similar items, the appearance of decorative casing or cabinets, damage sustained by other equipment or systems, and/or any failure, misadjustment or design deficiencies in other equipment or systems;
- (c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of equipment, accident, negligence of Customer or others, damage due to freezing weather, tampering or malicious act;
- (d) Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or caused by scale or sludge or internal tubes except where water treatment protection services are provided by Trane as part of this agreement;
- (e) Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- (h) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- (i) Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- (j) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- (k) Any claims, damages, losses, or expenses arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses resulting from existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi; and
- (l) Any claims, damages, losses, or expenses arising from or related to work done by or services provided by individuals or entities that are not employed by or trained by Trane.

B. Warranties: (a) Trane manufacturing material supplied is warranted free from defect in material and manufacture for a period of twelve months from date of start up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (b) have been properly performed; for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES; NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

9. Indemnity and Liability. Trane and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.**

10. Asbestos and Hazardous Materials. Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, loss and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been re-inspected and deemed harmless.

11. Insurance. Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability - \$1,000,000 per occurrence; Automobile Liability - \$1,000,000 CGL; Workers Compensation - Statutory limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

12. Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrection; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or inaction by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certifications or approvals if not caused by Trane.

13. Services Other Than Soidly Scheduled Service. If Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Trane being obligated to perform hereunder; (b) any charges, adjustments, service or repairs made to the Equipment by any party other than Trane, unless approved by Trane in writing, may, at Trane's option, terminate Trane's obligation to render further service to the Equipment so affected; (c) such case no refund of any portion of the Service Fee shall be made; and (d) Customer shall (i) promptly notify Trane of any unusual performance of Equipment; (ii) permit only Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manual and recommended procedures.

14. General. To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Wisconsin. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement or any part hereof, without the written consent of Trane. Subject to the foregoing, this Agreement shall bind and run to the benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy thereof or the several counterparts shall suffice as an original.

15. Equal Employment Opportunity/Affirmative Action Clause. Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Part 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-74; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

16. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

Trane Control Solutions LLC
1-25-135-705 (1/16)
TS, provides 1/26/13 135705 0559

*Experience
Oconee
County*

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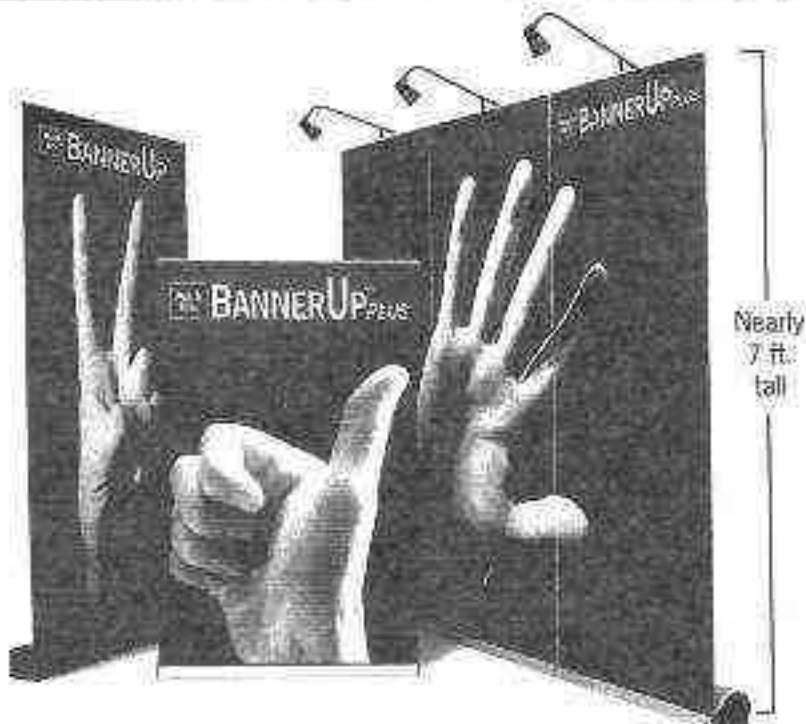


www.oconeesc.com/parks

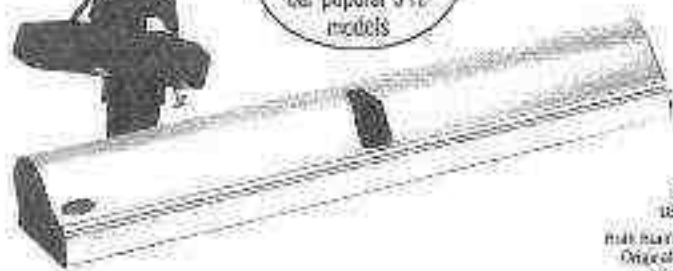
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Join the thousands of satisfied users in more than 60 countries around the world that have made the Mark Bric BannerUp their favorite banner stand!



\$399
Reduced pricing on our popular 3 ft. models



\$299



EXTREMELY USER-FRIENDLY
Mark Bric's Plus and Original Original are equipped with the unique banner change "roll-out edge"

Mark Bric BannerUp® Plus (Taller, lighter, more print area!)

- Top-of-the-line "quick change" banner stand
- Slim-line design enhances banner graphics
- Lightweight aluminum construction for portability
- Hideaway swivel feet for extra stability
- Adjustable tension for different banner materials
- Deluxe carrying case is included

Mark Bric BannerUp® Original

- Original "quick change" retractable design
- Rugged steel construction
- Perfect for tough environments
- Durable powder coat finish (gray or anthracite)
- Hideaway swivel feet for extra stability
- Adjustable tension for different banner materials

Mark Bric BannerUp® Plus including deluxe transport box

All prices are exclusive of banner. Includes 1 year of "Quick change" banner roll (top and bottom).

Model/Width	Price Each	Color	Item No.
3 ft.	\$399	Aluminum anodized	81115
30 in.	\$499	Aluminum anodized	81116
4 ft.	\$569	Aluminum anodized	81117
5 ft.	\$699	Aluminum anodized	81118

Mark Bric BannerUp® Original including transport box

All prices are exclusive of banner. Includes 1 year of "Quick change" banner roll (top and bottom).

Model/Width	Price each	Color	Item No.
3 ft.	\$299	Anthracite (91)/Silver gray (98)	81010
40 in.	\$369	Anthracite (91)/Silver gray (98)	81011
4 ft.	\$419	Anthracite (91)/Silver gray (98)	81012
5 ft.	\$499	Anthracite (91)/Silver gray (98)	81013

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 20, 2007
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

To review the Oconee County Tax Center Forms and/or Supplies Agreement for Fiscal year July 1, 2007 - June 30, 2008

BACKGROUND OR HISTORY:

This is a yearly contract for the Assessor, Auditor, Delq. Tax and Treasurer. The contract covers all forms necessary for the preparation and collection of vehicle and real estate taxes.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the forms are not ordered by April 1, 2007 all tax notices for 2007-2008 will be delayed. This affects both the county and school operations.

STAFF RECOMMENDATION:

The staff of the Computer Tax Center recommends that County Council approve funding of this contract to Smith Data Processing.

FINANCIAL IMPACT:

The total cost for all departments in the computer tax center is \$28,637.79; this amount is to be encumbered out of line item 010-304-40032.

ATTACHMENTS:

Submitted or Prepared By:


Linda R. Nix
Department Head/Elected Official

Approved for Submittal to Council:


Tom Hendricks, County Administrator

Reviewed By/ Initials:

County Attorney

 _____
Finance

Other

C: Clerk to Council



J M Smith Corporation



Oconee County County Courthouse Walhalla, SC 29691

Forms and/or Supplies Agreement Fiscal Year July 1, 2007 – June 30, 2008

This Forms and/or Supplies Agreement (the "Agreement") made and entered in _____ as of the _____ day of _____, 2007, by and between J M Smith Corporation d/b/a Smith Data Processing ("SDP") and Oconee County.

*By: John Ezell
Smith Data Processing
March 1, 2007*

Laws regarding property taxes may be changed for 2007 taxes. Forms required in the printing of property taxes may be changed due to state regulation. However, your inventory of the forms currently being used for property taxes should be ordered before the legislation adjourns for 2007. The order process includes bidding, design, or request changes, proofs, production and delivery. From start to finish, the order process takes several months.

On April 8, 2007 the forms order will be submitted to the forms companies. Shortly thereafter, SDP will bring proofs to your county departments for signature approval. Alterations to the proofs may be made by the customer. Charges for the proof alteration will be billed to the county. Proof alteration charges depend on the amount of change made. The minimum charge is \$50.00.

These prices are based on placing your forms order by April 8, 2007 in combination with 25 other counties. These forms will be released for manufacture when the 2007 session of the General Assembly adjourns. Approximate delivery dates are June 30, 2007 through July 31, 2007. These forms will be invoiced to you and payable when they arrive.

In the event that the General Assembly mandates changes that affect the tax forms - the quantities, prices, forms and delivery dates in this contract may be invalid. In such an event, SDP will prepare for the County's consideration new proofs and a new, revised contract that will replace this contract.

1. Forms and/or Supplies to be Supplied by Smith Data Processing

Assessor

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NO. PARTS	QTY	PRICE	UNIT	TOTAL
AAC	RESIDENTIAL APPRAISAL FORMS	9 1/2" X 11"	2	0 @	\$98.20	M	\$0.00
AAM	APPRAISAL & ASSESSMENT NOTICE MAILERS	10" X 5 1/2"	3	0 @	\$268.99	M	\$0.00
AAC	AGRICULTURAL APPRAISAL FORMS	9 1/2" X 11"	2	0 @	\$98.20	M	\$0.00
NWE	NO WINDOW ENVELOPES	#10		10,000 @	\$27.10	M	\$271.00
WE	WINDOW ENVELOPES	#10		10,000 @	\$31.40	M	\$314.00
SUB-TOTAL:							\$585.00
SALES TAX: 6%							\$35.10
FREIGHT:							\$35.00
TOTAL:							\$655.10

Auditor

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NO. PARTS	QTY	PRICE	UNIT	TOTAL
ADM	AUDITOR DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
PRFN	PRESSURE SEAL REAL-ESTATE TAX NOTICES	8 1/2" X 14"	1	80,000 @	\$62.50	M	\$4,984.00
PVTN	PRESSURE SEAL VEHICLE TAX NOTICES	8 1/2" X 14"	1	75,000 @	\$62.30	M	\$4,672.50
RBL	REAL-ESTATE BINDERS-LASER			4 @	\$65.50	EA	\$262.00
RIDL	REAL-ESTATE INDEX DIVIDERS-LASER			1 @	\$65.10	SET	\$65.10
SL	SUPPLEMENTAL TAX NOTICES, LASER	8 1/2" X 14"	1	120,000 @	\$19.10	M	\$2,292.00
VBL	VEHICLE BINDER LASER			3 @	\$65.50	EA	\$196.50
VDL	VEHICLE DIGEST-LASER	8 1/2" X 17"	1	3,000 @	\$70.50	M	\$211.50
VMDL	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
ANWF	AUDITOR NO WINDOW ENVELOPES	8 1/2"		5,000 @	\$27.10	M	\$135.50
AWE	AUDITOR WINDOW ENVELOPES	8 1/2"		0 @	\$31.40	M	\$0.00
SUB-TOTAL:							\$13,020.65
SALES TAX: 6%							\$781.24
FREIGHT:							\$1,373.25
TOTAL:							\$15,175.14

Treasurer

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	NO. PARTS	QTY	PRICE	UNIT	TOTAL
MR	MISCELLANEOUS RECEIPTS	9 1/2" X 4"	3	10,000 @	\$41.91	M	\$419.10
RBL	REAL-ESTATE BINDERS-LASER			4 @	\$65.50	EA	\$262.00
TDL	TREASURER DIGEST-LASER	14" X 17"	1	2,500 @	\$70.50	M	\$176.25
TME	TAX RECEIPT MAILERS	10 3/8" X 6"	4	50,000 @	\$85.20	M	\$4,260.00
TRL	TAX RECEIPTS-LASER	6 1/2" X 11"	1	140,000 @	\$19.10	M	\$2,674.00
TRN	POST CARD REMINDER NOTICES	8" X 4"	1	0 @	\$48.40	M	\$0.00
TSS	SIGNATURE WARRANT FORMS, 20lb paper	9 1/2" X 14"	1	0 @	\$35.00	M	\$0.00
VBE	VEHICLE BINDER-LASER			3 @	\$65.50	EA	\$196.50
VDL	VEHICLE DIGEST-LASER	14" X 17"	1	3,000 @	\$70.50	M	\$211.50
VMDL	VEHICLE MONTHLY DIVIDERS-LASER			1 @	\$25.30	SET	\$25.30
TNWE	TREASURER NO WINDOW ENVELOPES	@10		5,000 @	\$27.10	M	\$135.50
TWE	TREASURER WINDOW ENVELOPES	@10		5,000 @	\$31.40	M	\$157.00
SUBTOTAL:							\$8,517.15
SALES TAX 6%							\$511.03
FREIGHT							\$764.25
TOTAL:							\$9,792.43

Delinquent Tax

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	QTY PARTS	QTY	PRICE	UNIT	TOTAL
DRL	DELINQUENT TAX RECEIPTS, LASER	8 1/2" X 11"	1	15,000 @	\$18.10	M	\$286.50
DRM	DELINQUENT REMINDER NOTICES	9 1/2" X 4"	1	8,000 @	\$22.35	M	\$178.80
NLL	DELO. POSTING SIGNS- LEVY & SHARE, LASER 100 LB.	8 1/2" X 11"	1	8,000 @	\$92.30	M	\$738.40
PDMC	PRESSURE SEAL DELINQUENT MAIL CERTIFIED	8 1/2" X 14"	1	5,000 @	\$115.00	EA	\$575.00
PDTN	PRESSURE SEAL DELINQUENT TAX NOTICES	8 1/2" X 14"	1	8,000 @	\$62.30	M	\$498.40
RBI	REAL-ESTATE BINDERS-LASER			1 @	\$65.50	EA	\$65.50
RIDL	REAL-ESTATE INDEX DIVIDERS-LASER			1 @	\$65.10	SET	\$65.10
NWE	NO WINDOW ENVELOPES	#10		0 @	\$27.10	M	\$0.00
DWE	DELINQUENT WINDOW ENVELOPES	#10		0 @	\$31.40	M	\$0.00
SUB-TOTAL:							\$2,407.70
SALES TAX: 6%							\$144.46
FREIGHT:							\$225.50
TOTAL:							\$2,777.66

Delinquent Tax
 (To be ordered later)

FORM CODE	FORMS AND/OR SUPPLIES DESCRIPTION	FORM SIZE	#OF PARTS	QTY	PRICE	UNIT	TOTAL
DKL	DELINQUENT TAX RECEIPTS, LASER	8 1/2" X 11"	1	15,000 @	\$19.10	KG	\$191.00
SUB-TOTAL							\$191.00
SALES TAX: 6%							\$11.46
FREIGHT							\$25.00
TOTAL							\$227.46

Summary

Assessor	\$665.10
Auditor	\$15,175.14
Treasurer	\$9,792.43
Delinquent Tax	\$2,777.66
Delinquent Tax (Later)	\$227.46
Total	\$28,637.79

2. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

3. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

4. Express Warranties, Disclaimers and Damage Limits

- (a) Limited Express Warranty. SDP warrants that it will supply the forms and/or supplies described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will SDP be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.

5. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

6. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

Oconee County
Wahalla SC 29691
March 1, 2007

7. Signature

Please have the authorized person sign both copies and return them to Smith Data Processing. SDP will sign both copies and return one signed contract to you.

JM Smith Corporation
d/b/a Smith Data Processing

Oconee County

By:

John Ezell



By:

ITS:

Account Representative

Title:

Date:

March 1, 2007

Date:

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 20, 2007
COUNCIL MEETING TIME: 3 p.m.

ITEM TITLE OR DESCRIPTION:

New T-Hangar Lease Agreement

BACKGROUND OR HISTORY:

A significant number of hangar leases have expired and need renewal. Due to several instances of temporary hangar subletting, a more comprehensive hangar lease document is needed to ensure the lessee of each T-hangar is in fact the legal and authorized owner of the aircraft. Several hangar lessees feel since they pay rent for the hangar they have the authority to do anything they want with regard to subletting and using the hangar for non-aviation related purposes (i.e. storage of household goods and surplus vehicles).

A more restrictive and comprehensive lease will bring the use of the hangar back under control of the hangar owner (i.e. The County).

SPECIAL CONSIDERATIONS OR CONCERNS:

County Council Chairman Lyles has stated it is imperative each person storing an aircraft in a County hangar be the lessee of record for the hangar. Several instances of unauthorized hangar subletting have given rise to the need for a more comprehensive lease agreement.

STAFF RECOMMENDATION:

The new draft lease agreement has been reviewed and recommended by the County Aeronautics commission. Staff recommends the Council approve and implement the new hangar lease effective July 1, 2007.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Draft Hangar Lease Agreement.

Submitted or Prepared by:


(Department Head/Elected Official)

Approved By:


Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

AIRCRAFT HANGAR LEASE

THIS AGREEMENT MADE AND ENTERED into this ____ day of _____, 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 __ 1st __ day of _____ at a monthly rental rate of _____ per month. *Thereafter the lease will continue on a month to month basis as long as lessee complies with the terms of the lease agreement as stated herein.*

The County and Lessee Agree as follows:

The hangar is to be used solely for the storage of the aircraft owned by the lessee and no other aircraft may be stored in the hangar unless otherwise permitted in accordance with this lease. Hangars are not to be used for any other purpose other than the storage of an aircraft. Storage of items not directly related to operation of the stored aircraft is strictly prohibited, constitutes breach of agreement and may result in eviction from the hangar. () initials.

1. **Payment of Rent.** The Lessee will pay the rental 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. If payment is made later than the 10th day of the month, a late penalty in the amount of 10% will be assessed.
2. **Aircraft Maintenance.** 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 their duly authorized mechanic 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. **Safety/Compliance Inspections.** The Airport Director and other designees of Oconee County shall have the right to enter and inspect the leased premises for compliance with these lease terms at any reasonable time without notice to the Lessee. *Note: The long-term storage of surplus vehicles, motorcycles, boats, machinery, furniture, and other dry goods is contrary to the hangar's intended purpose and is thus prohibited.*
4. **Subletting.** *Subletting is strictly controlled and regulated by the Airport Director. Nevertheless, lessee shall not sublet the leased premises or otherwise permit long-term occupancy or use of the hangar by any person for any purpose or reason other than as authorized by the Airport Director. Unauthorized subletting shall be considered a breach of this agreement and grounds for immediate eviction from the hangar. () initials. In the event of unauthorized occupancy or use, any compensation received by the hangar tenant in money or money's worth, shall upon demand of the County, be surrendered to the County and become property of the County.* Lessee also hereby agrees to comply with and abide by all Federal, State, and local laws / ordinances as applicable.

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Lessee understands the Oconee County Regional Airport is obligated and covenanted by certain FAA AIP grant assurances.

5. Aircraft Ownership. Lessee shall be the legal 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 official/valid FAA registration certificate of the aircraft and shall be specifically listed as an owner and named insured on all insurance policies on said aircraft. If Lessee's aircraft is owned by a partnership, corporation or limited liability corporation (LLC), Lessee shall be listed as the partnership, corporation or LLC and the lease shall be signed by each partner or duly authorized officer of the corporation or LLC.
6. Hold Harmless. Lessee will hold the Oconee County Aeronautics Advisory Commission, the Oconee County Council and the County's employees and agents 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.

The Lessee acknowledges that from time to time, repairs, and paving may be done upon the leased premises and the Lessee hereby waives any claim for damages to persons or property resulting from the use, occupancy or travel to and from the leased premises sustained by Lessee as a result of these activities.

7. Condition of Premises. Lessee stipulates that he/she 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 the fire extinguisher provided by the County in proper operating condition.
8. Use of Hangar/Conduct. Lessee agrees the hangar shall be used only as a storage facility for the aircraft owned by the Lessee: FAA Registration #(s) _____ (_____) and no other aircraft, vehicle or material(s).
 - a. The demised premises shall be used and occupied by Lessee exclusively for the purposes of aircraft storage and the necessary aircraft ground equipment and tools associated with the in-flight operation of the stored aircraft. Exception: Lessee may temporarily store his/her automobile in the hangar while flying stored aircraft. *Lessee shall maintain hangar in a condition permitting the aircraft of record to fit into the space at all times.*
 - b. Lessee shall comply with all sanitary laws, ordinances, rules, and others 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. Curtilage refers to any areas adjacent to the leased premises, such as the pavement in front of and beside the T-hangar.
 - c. Lessee is solely responsible for the removal from the airport all trash, waste materials, garbage, and other refuse produced as a result of lessee's activities in the leased premises.
 - d. *Lessee shall control the conduct and demeanor of its guests, employees and invitees while on Oconee County Airport Property.*
 - e. *Lessee shall not use high wattage appliances or electrical equipment, heat lamps or machinery in or about the hangar. A battery charger and small power tools are permitted.*

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- f. Lessee shall make no modifications or alterations of the hangar without the advance written permission of the Airport Director. Lessee shall not attach anything to the hangar structure including any hoisting or lifting mechanism either electric, hydraulic or mechanical.
 - g. Lessee shall not park or leave the stored aircraft on the taxiway or on the pavement adjacent to the hangar in a manner which unduly interferes with or obstructs access to adjacent hangars.
 - h. Lessee shall not do any stripping or painting of the Aircraft except for minor brush touch-ups to the aircraft.
 - i. Lessee shall not install or allow the use of telephones or two-way radios in the leased space.
9. Bulk Storage. No bulk storage, dispersing or transfer of flammable or combustible chemicals or liquids shall be permitted inside the hangars. Small quantities of such materials shall be stored in USDOT approved containers. Bulk storage is defined as quantities exceeding 5 gallons in any one container. Fireproof cabinets are recommended.
10. Fire Safety. No smoking of any kind shall be allowed in hangars. Also, no person shall operate a welding machine, torch, grinding or spark producing tool/equipment of any type in the hangar. 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 hazardous, 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.
11. Prohibited Operations / Activity. No hangar shall be used as a commercial business location, or in any way to generate revenues or reimbursement to the Lessee incident to the sale or distribution of materials, parts, maintenance for hire, fuel, sales or other activities of a commercial (for hire) or business nature, with the exception of aircraft flight instruction for hire.
- Furthermore, no person shall perform any activity that could endanger the safety of the hangars or personnel or violate any environmental laws or regulations.
12. Continuity of Occupancy. If the lessee removes the registered aircraft from the hangar for a period of more than *three (3) months* without written permission from the Airport Director, the Lessee shall forfeit this lease. In such event, the Lessee will be given 14 calendar days to vacate the hangar. The Airport Director may make exceptions to the three-month rule on a reasonable case by case basis.
13. Felony Conviction. Conviction of any felony, by the Lessee, will be grounds to terminate this lease. In such event, the Lessee will be given ten (10) calendar days to vacate the hangar.
14. Casualty. 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.
15. Default. 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.

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16. Waiver. Waiver by the County of any breach of any covenant or duty of Lessee under this lease is not a waiver or a breach of any other covenant or duty of the Lessee, or of any subsequent breach of the same covenant or duty.
17. Indemnification and Force Majeure. 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 that 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, lightening, fire, vandalism, war, theft, accident, strike, labor dispute, riot, insurrection, the negligence of any person, or any other cause beyond the County's control.*
18. Litigation costs. 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 and court costs, whether or not the action or actions proceed to judgment.
19. Insurance. *Lessee agrees to maintain, at their own expense, and for the benefit of itself Aircraft liability insurance and automobile insurance for vehicles operated on airport premises. Insurance required by this agreement shall be issued by companies authorized to conduct business in the state of South Carolina. Lessee agrees to provide County representatives proof of insurance upon request in a reasonable amount of time.*
20. Invalidation limit. 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.
21. Remedies. 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. *The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.*
22. Renewal. Oconee County may renew a lease in good standing on the same or different terms and conditions. *This lease is not transferable except to next of kin of lessee upon death of the lessee when aircraft ownership is retained. The next of kin shall sign a new lease agreement within 60 days.*
23. Termination. *Either party to this agreement shall have the right to, with or without cause, to terminate this agreement by giving (30) days' prior written notice to the other party.*
24. Notices. *Any notice given by one party to the other in connection with this agreement shall be in writing and shall be delivered in one of the following ways: (a) physical delivery evidenced by signed receipt or affidavit of delivery; or (b) certified or registered mail, return receipt requested. Notices shall be deemed to have been received on the date of receipt as shown on the physical delivery receipt or mail return receipt or the date specified in a physical delivery affidavit, if a*

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Lessee cannot be located after reasonable diligence, including failure to receive, sign mail return receipt, the Lessor may give notice to Lessee by posting such notice on the subject hangar door for a period of at least seven (7) days. Notices shall be sent and delivered as follows:

(1) To County, addressed to:

(2) If to Lessee, addressed to:

Airport Director
Oconee County Regional Airport
365 Airport Road
Seneca, SC 29678

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

Recommended By

Airport Director

In the presence of:

OCONEE COUNTY (SEAL)

BY: _____
Tom Hendricks, County Administrator

In the presence of:

T-Hangar Lessee (SEAL)

Tom recommends this be referred to Committee

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 20, 2007
COUNCIL MEETING TIME: 7 p.m.

ITEM TITLE OR DESCRIPTION:

The Oconee County Aeronautics Advisory Committee recommends the adoption of the attached Airport Minimum Standards for development and business activities at the Oconee County Regional Airport.

BACKGROUND OR HISTORY:

The Oconee County Regional Airport is the 4th busiest General Aviation Airport in South Carolina. With this in mind, minimum standards have been developed to address how various types of business activity (current and future) are to be conducted on airport property. These standards establish a baseline for such business activity and provide an orderly and professional method of developing the airport infrastructure, facilities, and levels of service.

SPECIAL CONSIDERATIONS OR CONCERNS:

The FAA AIP Grant Program recommends all grant assured airports to formulate and adopt airport minimum standards. Oconee County's adoption of the attached standards demonstrates to the FAA Oconee County's intent to regulate business activity on the airport in a fair and non-discriminatory manner in compliance with grant assurances. Furthermore, adoption of these standards will set the County apart from other GA airports in South Carolina.

STAFF RECOMMENDATION:

Staff recommends the submitted minimum standards be adopted by County Council.

FINANCIAL IMPACT:

Adoption of these minimum standards will have minimal impact on the airport budget (reproduction costs and periodic revision).


ATTACHMENTS:

Airport Minimum Standards

Submitted or Prepared by:

(Department Head/Elected Official)

Approved By:



Tom Hendricks,
Oconee County Administrator

Reviewed By/ Initials:

_____ County Attorney

N/A _____ Finance

_____ Other

C: Clerk to Council

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MINIMUM STANDARDS AND REQUIREMENTS

FOR

AIRPORT AERONAUTICAL SERVICES

OCONEE COUNTY REGIONAL AIRPORT
XX/XX/07

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Minimum Standards (DEFINITIONS) (DRAFT)

Aeronautical Services: Any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Airport: The Oconee County Regional Airport

County : Oconee County, South Carolina

Director: the Airport Director of the Oconee County Regional Airport

FAA: The Federal Aviation Administration of the US Department of Transportation

Improvements: includes, without limitation, any buildings, hangars, paved areas such as parking lots, ramp or apron, water quality and drainage ponds, or other improvements constructed or installed by an Owner on its Premises.

Lease: The right to conduct commercial, aeronautical or agricultural activities on the airport as defined within the parameters of the established minimum standards.

Minimum Standards: The qualifications which are established herein by the airport Owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

Non-commercial Aircraft Hangar: means an aircraft hangar that is exclusively used for the storage of general aviation aircraft owned or leased by its Owner(s). A Non-Commercial Aircraft Hangar may not be used to provide Commercial Aeronautical Services, or to store aircraft of any Person who is not an Owner except through a sublease authorized in advance by the Director.

Owner: means a Person having an ownership interest in a non-commercial or corporate aircraft hangar. If there is more than one Owner of a non-commercial aircraft Hangar, Owners must comply individually and collectively with these minimum standards.

Operator: Any person or persons, firm, partnership, corporation, association or group using the airport as a necessary or primary element of their business, or operating a business that provides any one or a combination of aeronautical services to or for aviation users at the Airport.

Person: a natural person, corporation, partnership, trust, association, political subdivision, agency of the State or other legal entity, but does not include the County.

Premises: a defined area on the Airport that has been leased, or subleased, to Owner for a Non-Commercial Aircraft Hangar.

T Hangar : an aircraft hangar that consists of a multiple number of individual T-shaped bays or units, each suitable for the storage of a single aircraft.

Specialized Aviation Service Operator or SASO : a Person maintaining facilities at the Airport for the purpose of providing one or more of the following services: (1) specialized aircraft repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.); (2) aircraft airframe and powerplant maintenance and repair; (3) flight training; (4) aircraft sales; (5) aircraft rental; (6) aircraft charter and air taxi service; (7) commercial aircraft storage.

PREAMBLE

Oconee County, acting by and through its Aeronautics Department, owns and operates the Oconee County Regional Airport. These minimum standards are hereby adopted in order to

- insure adequate aeronautical services and facilities to the users of the Airport, and to encourage the development of the Airport and its activity
- foster the economic health and orderly development of commercial and non-commercial aeronautical operators at the Airport
- encourage growth and development of the Airport and to:
- facilitate the efficient development and use of land/property at the Airport,

the County has established these minimum standards and requirements (the "Minimum Standards") for the development of the Airport. These Minimum Standards may be amended in the future by the County as conditions require.

The Standards herewith provide:

1. The minimum standards for a person or persons, firm or corporation based upon or using the airport (or a portion thereof) as a primary or necessary element in their commercial business which may include providing one or more aeronautical services at the Airport.
2. Requirements for aeronautical nonprofit organizations (ie Flying Clubs) based at the Airport.
3. Minimum standards for all non-commercial aviation fuel users.
4. Provisions for hangar lease and sub-lease arrangements to meet minimum standards.
5. Penalties for violation of the minimum standards herein provided.
6. The criteria by which the Director shall consider requests from Parsons who seek to lease, or sublease a tract of land at the Airport to construct, install, operate, maintain and use a Non-Commercial Aircraft Hangar at the Airport.

These Minimum Standards are applicable to Persons who seek to lease or sublease land at the Airport to construct, own and operate a private non-commercial aircraft hangar. These Minimum Standards apply to all Leases granted or renewed after the effective date of these standards. The provisions of the Lease will be compatible with the Minimum Standards herein contained and will not change or modify the Minimum Standards themselves. To the extent consistent with the terms of the Lease, these rules shall apply to all currently existing Leases and Permits.

ENFORCEMENT OF MINIMUM STANDARDS

The Oconee County Aeronautics Commission or its designee shall have the authority to request enforcement through the Oconee County Sheriff's Department for any violations of the terms and condition herein set forth.

The Oconee County Aeronautics Commission reserves the right to waive, modify or eliminate any or all Minimum Standards temporarily or permanently consistent with South Carolina Dept of Commerce and Federal Aviation Administration guidelines at its sole discretion if it deems it to be in the best interest of the airport.

PENALTIES FOR VIOLATIONS OF MINIMUM STANDARDS

Any person or persons, party, firm or corporation who shall willfully violate any of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not less than one-hundred (\$100.00) Dollars, nor more than One Thousand (\$1000.00) Dollars, together with the costs of prosecution, and in default of payment of forfeiture and costs of prosecution shall be imprisoned until such forfeiture and costs are paid, but not exceeding thirty (30) days.

Each specific failure to comply with any of the provisions of this Ordinance shall constitute a separate violation.

MINIMUM STANDARDS FOR ALL OPERATORS

Pursuant to Oconee County Ordinance _____, no person may conduct or operate a commercial business at the Airport, or construct any improvements on Airport property except as authorized in writing by the Director, upon recommendation by the County Aeronautics Commission, and approved by the Oconee County Council.

These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.

The following standards shall apply to all Operators; with the exception of flying clubs whose complete list of standards are presented in the section which pertains solely to that type of operation.

1. Terms and duration of Leases shall be mutually agreed upon between the parties commensurate with the Operator's financial investment in his facility. If the duration of the lease is to exceed five years in length, provisions shall be made to periodically review the terms and rents of the lease relative to economic conditions and changes in the airport environment.
2. Operator shall have the experience necessary to conduct any aeronautical service he wishes to provide to the public and shall submit a statement of qualifications to the Owner upon request. This requirement can be met if the Operator has in a supervisory position, a person of such experience. Should an Operator not have such experience, but can demonstrate to the Owner's satisfaction that he has had equivalent related experience or training, such may be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings and licenses his organization will have, and general scope of the operation.
3. Any Operator seeking to conduct aeronautical services at the airport must provide the Owner a letter of financial integrity, to the Owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.
4. General Insurance Requirements. All Operators shall demonstrate to the Owner's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. See Table 1.
5. Documentation of Financial Responsibility Compliance (limits as required by the Environmental Protection Agency)

In addition, Oconee County requires the Operator to name the County, its employees, the members of the airport commission, boards and committees of the County as an additional insured and stipulates that the Operator will hold harmless Oconee County in all action brought against it as a result of the Operator's activity in association with the agreement to operate at the airport. The Operator shall have a current insurance certificate issued by the insurer licensed to do business in the State of South Carolina, on file at all times with the airport Owner.

6. Each lease for ground space and contract for business at the airport entered into by the Owner shall include each of the following provisions as are required by State and Federal governments:
- a. Fair and Nondiscriminatory Provisions
 - b. Affirmative Action Assurances
 - c. Civil Rights Assurances
 - d. Nonexclusive Rights Provision
 - e. Other mandated provisions
 - f. The most current amendment or form of such mandatory lease provisions shall be obtained from the State or Federal governments and shall be included in each lease at the times of execution
6. All Operators shall have the right in common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences of the take-off, flying and landing of aircraft.
7. Any construction required of any Operator shall be in accordance with design and construction requirements of the Owner, State and Federal regulations and applicable codes. All plans and specifications shall be submitted to the Owner for approval.
8. The Operator shall provide adequate, paved auto parking space within the leased area sufficient to accommodate all activities and operations.
9. Applicable Operators shall lease enough land area to provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway that has been or will be provided for the Operator.
10. All present Operators conducting operation on the Airport prior to the installation of this minimum standards may be allowed to continue operations without fully complying with them, provided the Owner determines the continued operation is in the best interest of activity at the Airport and the operation is not in violation of any airport assurance compliance regulations. If the current Operators lease agreement requires compliance with minimum standards as revised from time to time, these revised standards and future revisions shall be applied upon approval of the modified standards or at the termination of the Operator's present lease, or any agreed upon review date established in the agreement to review rate structure or terms, at the sole discretion of the Owner.

These minimum standards should be renewed on a periodic basis and adjusted if necessary to reflect changes to the airport environs, compliance requirements and lease terms as they relate to the existing minimum standards.

AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND REPAIR

STATEMENT OF CONCEPT

An aircraft airframe, engine and accessory maintenance and repair Operator is a person or persons, firm or corporation, providing one or a combination of airframe, engine and accessory and repair services on aircraft, with at least one person holding a current certificate issued by the FAA with appropriate ratings to perform the services offered. This category shall also include the non-exclusive right to sell aircraft parts and accessories.

MINIMUM STANDARDS

- (1) The Operator shall lease from the Owner an area of not less than 6000 square feet of ground space on which shall be erected a building to provide at least 3000 square feet of floor space for airframe and power plant repair services including a segregated painting area (if this service will be provided), all meeting local and state industrial code requirements, and at least 500 square feet of floor space for office and rest rooms, which shall be properly heated and lighted.

The Operator shall also provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operators building to the taxiway that has been or will be provided by the owner.
- (2) The Operator shall provide sufficient equipment, supplies, and parts availability as required by the FAA relevant to the type of maintenance engaged in.
- (3) See Table 1 for the types of insurance required for this operation.
- (4) The Operator shall have his premises attended and open to provide services eight (8) hours daily, five (5) days a week.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person holding a current certificate issued by the FAA with ratings appropriate to the work being offered.

AIRCRAFT LEASE AND RENTAL (Sightseeing, etc)

STATEMENT OF CONCEPT

An aircraft lease or rental Operator is a person or persons, firm or corporation engaged in the rental or lease of aircraft to the public.

MINIMUM STANDARDS

- (1) The Operator shall have available for rental, either owned or under written lease to Operator, at least one certified and currently airworthy fixed wing aircraft. Rotary wing aircraft shall not need to be equipped for IFR flight.
- (2) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.
- (3) See Table 1 for the types of insurance required for this operation.

FLIGHT TRAINING

STATEMENT OF CONCEPT

A flight training Operator is a person or persons, firm or corporation engaged in instructing student and rated pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary in preparation for taking a written examination and/or practical test for the category or categories of pilots' licenses and ratings involved.

MINIMUM STANDARDS

- (1) Commercial flight training operations regulated by FAR Part 91 may be conducted on the airport only by FAA certified flight instructors provided each instructor registers in advance with Airport Director. Each operator shall provide written proof of required insurance coverage listed in Table 1. Use of terminal facilities for ground instruction must be coordinated and approved in advance with the Airport Director.
- (2) FAR Part 141 Certified Flight schools: Each Operator of a flight school regulated under FAR Part 141 guidelines shall lease from the Owner an area of not less than 1500 square feet of ground space on which shall be erected a building to provide at least 1000 square feet of floor space for office, customer lounge and training areas, and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.
- (3) Each Operator shall have in his employ trained personnel in such numbers as are required to meet the minimum standards and requirements in an efficient manner, but never less than one (1) person having a current FAA commercial pilot certificate with appropriate ratings, including instructor rating.
- (4) Minimum standards for this type of operator may be changed in the future depending on the size, scope and type of flight training operation.

FLYING CLUBS

STATEMENT OF CONCEPT

Each flying club based at CEU must be a non-profit South Carolina corporation, partnership, part of the South Carolina University system, or an IRS code 401-C3 organization. Documentation verifying non-profit status shall be presented to the Airport Director prior to beginning operations. For Corporations, and private flying clubs, each member must be a *bona fide* owner of the aircraft or a stockholder in the corporation owning the aircraft. Also, the value of each stock must be equal, and the combined value of the stock cannot exceed the value of the aircraft owned by the corporation.

MINIMUM STANDARDS

- (1) The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation: maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's officers and will make such available to the Owner upon request.
- (2) The Club's aircraft will not be used by other than *bona fide* members and by no-one for hire (profit), charter, or air taxi. Student flight instruction may be given in the Club aircraft by one Club member to another Club member provided the member instructing holds a valid FAA Flight Instructor certificate. Student flight training can be given in the club aircraft by an Operator on the airport that meets the minimum standards and has a current agreement with the Owner to provide flight instruction.
- (3) In the event the Club fails to comply with these conditions, the Owner will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Owner may demand the Club's removal from the Airport or may take other appropriate legal action deemed advisable by the attorney of the Owner.
- (4) The flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators. See table 1)
- (5) Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a mechanic holding a current FAA certificate. (reference FAR Part 43 Appendix A, paragraphs (c) 1 thru (c) 32, unless a club member/mechanic holds a valid FAA Airframe and/or Powerplant mechanics certificate(s).

SPECIALIZED COMMERCIAL AIRCRAFT SERVICES

STATEMENT OF CONCEPT

A specialized commercial flying services Operator whose base of operation is the Airport is a person or persons, firm or corporation engaged in air craft services for hire for the purposes of providing, but not limited to, the activities listed below:

- a. Nonstop sightseeing flights (flights beginning and ending at the Airport)
- b. Crop dusting, seeding, or other agricultural spraying
- c. Banner towing and aerial advertising, Aerial photography or aerial survey
- d. Powerline or pipe line patrol operations
- e. Skydiving Operations
- f. Freight carrier-loading/unloading or delivery of cargo, packages or mail
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

- (1) The Operator shall have a written agreement with Oconee County to conduct a business for hire from the Oconee County Regional Airport. Operator's may be required to pay an annual airport use fee to the Owner, in addition to any land rentals, for the right and privilege to use the Airport in the conduct of a for profit business.
- (2) All Operators shall demonstrate they have the availability of aircraft suitably equipped and approved for the particular type of operation they intend to perform.
- (3) The based Operator shall lease land from the Owner an area of the airport sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas and type of facility required in each instance shall be determined by and subject to the approval of the Owner.
- (4) In the case of crop dusting, aerial application or other commercial use of chemicals, the Operator shall provide suitable facilities which include a centrally drained paved area of 2500 square feet minimum within his leased area for safe loading, unloading, storage, washing of aircraft and to facilitate its removal from the airport property. The operator shall provide tank trucks for handling of chemicals and liquid mixing materials and shall provide adequate ground equipment for the safe loading and handling of dusting materials.
- (5) The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators. See Table 1.
- (6) The Operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
- (7) The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

MULTIPLE SERVICES

STATEMENT OF CONCEPT

A multiple services Operator is a person or persons, firm or corporation engaged in any two (2) or more of the aeronautical non-specialized services in addition to any specialized service provided for which minimum standards have been herein specified.

MINIMUM STANDARDS

- (1) The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed; multiple uses can be made of all aircraft with the exception of aircraft used for crop dusting, aerial application, or other commercial use of chemicals. The Operator shall comply with the personnel requirements for each aeronautical service to be performed.
- (2) The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. Cross utilization of facilities, personnel, and equipment can be made providing it does not result in a reduction of service covered within the Operators agreement.
The Operator shall provide for automobile parking within the leased space but outside the aircraft-parking ramp.
- (3) The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of the aeronautical services being performed by Operator.
- (4) The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- (5) The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards and requirements for each aeronautical service the Operator is performing as herein provided. Multiple responsibilities and cross utilization of personnel may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

NON-COMMERCIAL AVIATION FUEL USAGE

STATEMENT OF CONCEPT

A non-commercial aviation fuel user maintains bulk fuel storage (50+ gallons) and transfer only for his own aircraft or aircraft leased for his exclusive use.

MINIMUM STANDARDS

- (1) No person shall engage in the activity of storing, transporting, or dispensing of non-commercial aviation fuels except those persons holding a written agreement with the Owner.
- (2) At no time shall Lessee share, sub-lease, or in any other manner provide fuel or fueling facilities to any other tenant or any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the agreement.
- (3) All persons performing self fueling of their own aircraft shall agree not to fuel aircraft within an enclosed building or enclosed hangar.

If Approved by the Owner, lessee shall install and maintain all fuel storage facilities within a Fuel farm in accordance with plans and specifications approved in writing.

Lessee shall comply with all local, state and federal laws and regulations governing the installation, operation, and maintenance of all fueling facilities, equipment and dispensing trucks.

Dispensing trucks, bulk fuel trucks, emergency vehicles and other vehicles approved by the Owner shall meet all local, state, and federal code and shall be the only vehicles permitted within the Fuel Farm Area.

All fuel storage shall be in tanks approved by the Owner, and equipped with necessary equipment such as valves, meters and vents that meet all local, state, and federal codes.

Each prospective fuel Lessee shall submit to the Owner a written proposal which sets forth the extent of operations, to include: fuel grades; estimated annual volume; experience and training of fuel handling personnel; type, size and condition of all fueling facilities and equipment to be used; assurance provisions for the security and safety of the facility; and any cost that may be expected by the Owner.

- (9) The Lessee shall have the following insurance in the amounts required by all Operators:
 - (a) Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.
 - (b) Fuel Tank Financial Responsibility.

- (10) The Lessee shall pay to the Owner a fuel flowage fee on the amount of fuel received into storage at the current rate established for commercial fuel Operators on the Airport. The Lessee shall submit to the Owner the amount of gallons received each month on or before the 10th day of the following calendar month. The Lessee shall also maintain copies of original receipts from the wholesale fuel vendor as evidence of amount of gallons dispensed per month.
- (11) The minimum storage tank allowed shall be determined by the owner at the time of application and shall be of sufficient size to minimize the number of fueling transfer operations to the greatest extent possible.

**OPERATORS SUBLEASING FROM
ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT**

Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Owner for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.

The sub-lessee Operator shall meet all of the minimum standards and pay all fees established by the Owner for the categories of services to be furnished by the Operator. The minimum standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

The sublease agreement shall specifically identify the portion of facilities to be used by sub-lessee and the financial agreement entered into for the sub-lessee's use of such facilities.

LAND / NON-COMMERICAL HANGAR DEVELOPMENT

11-13-06

STATEMENT OF CONCEPT

The County may lease land at the Oconee County Regional Airport to prospective Owners, individuals or businesses, to be used for the storage of general aviation aircraft owned or leased by its Owner(s). A Non-Commercial Aircraft Hangar may not be used to provide Commercial Aeronautical Services, or to store aircraft of any Person who is not an Owner except through a sublease authorized in advance by the Director.

MINIMUM STANDARDS

A. Written Lease

- 1) Before beginning any construction or operations, the prospective Owner must enter into a written Lease with the County, reciting the terms and conditions under which it will do business on the Airport, including but not limited to, the term of agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant provisions. Such Lease or sublease shall be consistent with these Minimum Standards.
- 2) A land/hangar development lease with the County shall contain, or adopt by reference, all provisions required by the applicable law, including, without limitation, regulations promulgated by the FAA, and assurances or agreements entered into by the County as a condition of any Federal Grant to the County for the Airport. The Lease shall be subordinate to any existing or future Federal grant assurances.
- 3) A Lease with the County shall provide that, at or before execution, the Owner shall deliver to the Director a *security deposit in an amount not less than three months' fees and charges owed to the County under such agreement.* The security deposit shall be in the form of cash or an irrevocable letter of credit drawn on a County -approved bank, and shall be held by County as security for the Owner's performance of its obligations under the Lease, including, but not limited to, payment of fees and charges or other amounts due the County under the Lease. *The security deposit shall not be considered an advance payment of such fees and charges, or a measure of damages, in the event of default by the Owner. Provided the Owner is not in default, the security deposit, or any unused balance thereof, shall be returned to Owner within thirty (30) days following termination of the Lease.*
- 4) The Lease or sublease shall not be assigned or transferred in whole or in part without the prior written consent of the Director. Nor may the Premises be sublet in whole or in part without the prior written consent of the Director.

B. Site Development Standards

1) Location. Non-Commercial Aircraft Hangars may be located/situated only in those areas of the Airport specified for General Aviation use in the Airport Layout Plan (ALP) and the Airport Master Plan.

2) Minimum Space Requirements. The Owner shall lease or sublease a sufficient amount of land, but not less than 10,000 square feet, upon which all required improvements shall be located, including any on-premises drainage improvements necessary to comply with applicable Federal, State and Local law, rules and regulations and the Airport Storm Water Pollution Prevention Plan. For individual box structures, the improvements must include a minimum of 3,600 square feet of hangar space with no individual hangar having less than 3,600 square feet of hangar space. The Owner must provide air conditioned space for an office, restrooms and telephone facilities for Owner-occupant use, (c) paved aircraft apron space to accommodate the maximum number and type of aircraft that can be stored within the hangar(s) at any one time, and (d) a suitable paved automobile parking facilities to accommodate the Owner(s), guests, and employees on a daily basis.

3) T-Hangers. A Non-Commercial Aircraft Hangar may be a T-Hangar, provided that:

- a) The T-Hangar must contain a minimum of 8 aircraft storage bays or units, plus air conditioned space for an office, restrooms, lounge and telephone facilities for Owner-occupant use.
- b) A T-Hangar unit may not be rented or leased to a person who is not an Owner, except that an Owner may sublease his or her individual unit with the prior written consent of the Director.
- c) Commercial Air Charter Aeronautical Services may not be operated from any T-Hangar unit.

4) Subleases. An Owner may sub-lease his or her rights to store an aircraft in a Non-Commercial Aircraft Hangar with the prior written consent of the Airport Director.

NOTE: A sublease may not be used as a subterfuge to avoid the prohibition against the use of the Premises for a Commercial Aeronautical Service, including, but not limited to the operation of a Commercial Aircraft Hangar. Sub-subleases are strictly prohibited.

5) Airport Design Criteria. All construction of Improvements and infrastructure must conform to proper building codes, including NFPA 409 specifications, and conform to and comply with the approved plans and specifications submitted by Owner and approved by the County and the Director. The applicable statutes, ordinances, building codes, rules and regulations of County and the FAA and such other authorities as may have jurisdiction over the Airport, the Premises or Owner's operations herein. The height of any structure on the Premises must be within the limits of the FAA regulations governing objects affecting airspace, as set forth in 14 C.F.R., Part 77 and the County's Airport Height Hazard and

Tom recommends this be referred to Committee

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 3-20-2007
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

To provide a replacement redundancy solution for the previously purchased redundancy module from New World Systems for the Communications 911 Center.

BACKGROUND OR HISTORY:

With the contract modification, our Change Order Number 5, dated September 15, 2005, Oconee County was to have a redundancy capability for the Communications 911 Center. This capability was installed by New World Systems. In the spring of 2006, we were advised by New World Systems that they were withdrawing the redundancy option because of technical difficulties and problems with software design. They subsequently provided us a credit for the redundancy module and installation. New World has recommended a new redundancy solution, engineered with third party software and hardware, which has proven successful in other New World site locations. The solution will require additional hardware, new software, and installation services.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee Memorial Hospital is the backup site for the Oconee County Communications 911 Center. When Oconee County approved the hospital as the backup site, it was agreed that each site would be an automatic reciprocal backup for each others Computer Aided Dispatch System (CAD). Without a redundancy capability, we will have no means of dispatching in the event of a major system failure.

STAFF RECOMMENDATION:

We recommend that this redundancy solution be purchased at an additional cost of \$23,731.25 from New World Systems as a Change Order to the original Purchase Order 42315. Without this redundancy capability, Oconee County increases its risk of total system failure. If a system failure occurred during a major emergency event, it would significantly impact all emergency services within Oconee County, including police, fire, rescue, and EMS.

FINANCIAL IMPACT:

Hardware	\$11,325.00
Software	23,840.00
Installation	9,300.00
Sub Total	\$44,465.00
Sales Tax	566.25
Less credits from New World	(21,300.00)
Total Costs	\$23,731.25

Funding is available in the 012-104-50104-00000 Communications/911 Center Account.

ATTACHMENTS:

Contract for change, dated February 22, 2007

ATTACHMENTS:

Contract for change, dated February 22, 2007

Submitted or Prepared by:
John A. Murray, Director
Communications 911


(Department Head)

Approved By:


Tom Hendricks,

Orange County Administrator

Reviewed By/ Initials:

n/s County Attorney

 Finance

 Procurement

C: Clerk to Council



New World Systems
THE WORLD'S LEADER IN EMERGENCY COMMUNICATIONS

APPENDIX I
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 23, 2007

This agreement (Agreement) between Oconee County, South Carolina (Customer) and New World Systems[®] Corporation (New World) is to cover the procurement of Computer Hardware, Proprietary Software products and services by New World for Customer.

The attached configuration (Exhibit I) describing the products and services that Customer will be obtaining through New World. By their written approval below, Customer authorizes New World to order the Exhibit I products for delivery to:

Mr. John Murray
Emergency Communications Director
Oconee County
308 S. Church Street
Waltham, SC 29692

Upon execution of this Agreement, a down payment of 50% of the Exhibit I cost is due. The balance is due upon delivery of the Computer Hardware. Customer agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to 1% (30%) of the Exhibit I cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of Customer's payment to New World for Exhibit I amount due. Customer agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit I products. Customer is responsible for any returned product charges, including re-stocking and shipping fees, for all 3rd party products ordered by New World on the Customer's behalf. Actual and reasonable travel expenses incurred by New World and actual employee travel time up to but not in excess from (4) hours per Customer visit, are in addition to the Exhibit I cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer and Customer agrees to remit taxes imposed. If an exemption is claimed by the Customer, an exemption certificate must be submitted to New World.

After execution of this Agreement, the Exhibit I components and cost may be changed by mutual agreement of both parties. If a change order or the configuration requires additional costs, New World shall notify Customer of the additional costs and with Customer's approval these costs shall be borne by Customer. Without such approval, the change order will not be processed.

Customer shall not be required to execute selected Agreements with vendors and New World shall not confirm the ordering of any Exhibit I products without Customer's authorized signature on the Agreements. Customer shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS[®] CORPORATION
 (New World)

By: _____
 Larry D. Lelawich, President

OCONEE COUNTY, SOUTH CAROLINA
 (Customer)

By: _____
 Authorized Signature Title

By: _____
 Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)/he has the requisite authority to execute this Agreement on behalf of the organization for which (s)/he represents and that all the necessary formalities have been met.

AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF COMPUTER HARDWARE, PROPRIETARY SOFTWARE AND SERVICES

February 22, 2007

EXHIBIT J
CONFIGURATION

A. SYSTEM HARDWARE		
ITEM	DESCRIPTION	INVESTMENT
1	High Availability Hot Standby System (County Hospital) HP ProLiant DL140 G3 1U Rack Mountable Server - (1) Intel Xeon 5160 Dual Core Processor (3.0GHz, 1333MHz FSB) - 1GB System Memory - (2) HP 148GB 15K-RPM SAS Disk Drives (RAID 1) - HP Smart Array E200/128 Controller - 24X CD-ROM Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3 Year 24/7/4 Support Upgrade	\$4,575
2	Domain Controller (County Hospital) HP ProLiant DL320 G5 1U Rack Mountable Server - (1) Intel Xeon 3060 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 8 Internal Port 64/133 PCI-X SAS HBA w/Cable Kit - 24X CD-ROM Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3 Year 24/7/4 Support Upgrade	\$3,375
3	Domain Controller (911) HP ProLiant DL320 G5 1U Rack Mountable Server - (1) Intel Xeon 3060 Dual Core Processor (2.4GHz, 1066MHz FSB) - 1GB System Memory - (2) HP 72GB 15K-RPM SAS Disk Drives (RAID 1) - HP 8 Internal Port 64/133 PCI-X SAS HBA w/Cable Kit - 24X CD-ROM Drive - (2) Integrated 10/100/1000MB Ethernet Interfaces - PCI-X Riser Card - HP Care Pack 3 Year 24/7/4 Support Upgrade	\$3,375
	Total System Hardware	511,325

B. SYSTEM SOFTWARE		
ITEM	DESCRIPTION	INVESTMENT
1	High Availability Hot Standby System (County Hospital) (1) Microsoft Windows 2003 Server Standard Edition - License Only (1) Microsoft SQL 2005 Server Standard Edition - License Only (1) DoubleTake for Windows (Includes 1st Year Maintenance)	\$674 \$854 \$2,070
2	Domain Controller (County Hospital) (1) Microsoft Windows 2003 Server Standard Edition - License Only	\$674
3	Domain Controller (911) (1) Microsoft Windows 2003 Server Standard Edition - License Only	\$674
4	Existing Stratus RServer System (County Hospital) (1) GeoCluster Plus - Advanced Edition (Includes 1st Year Maintenance)	\$5,620
5	Existing Stratus RServer System (911) (1) GeoCluster Plus - Advanced Edition (Includes 1st Year Maintenance) (1) Microsoft SQL 2005 Server Standard Edition - License Only	\$5,620 \$854
Total System Software		23,840

C. SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1	New World Systems Professional Services Configure GeoCluster Disaster Recovery Environment (Fixed Rate)	\$7,500
2	Domain Controller (County Hospital) Hardware Install, OS Load, Network Configuration (20 Hours @ \$90/Hr.)	\$1,800
Total Services		9,300
TOTAL COST		\$44,465
* LESS REDUNDANCY SOFTWARE CREDIT:		(\$9,300)
LESS CHANGE ORDER CREDIT:		(\$12,000)
TOTAL HARDWARE, SOFTWARE, AND SERVICES COST:		\$23,165

* Remaining Redundancy Software credit balance is \$0.