



Public Comment SIGN IN SHEET

February 21, 2017

6:00
PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Jegor M Jennings	FootHills Heritage Fair, Oakway School & Trash in County
2	Stanley Gibson	FARM Center
3	Gwen McPhail	FARM Center
4	Frankie Parsons	Gravel (AL)
5	Krista Vust	Youth in Politics
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 21, 2017 6:00 p.m.**

Ordinance 2017-04 "AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE OCONEE COUNTY REGIONAL AIRPORT, AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any persons or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commissions appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Wallhalla, South Carolina, 29691.

Please PRINT your name

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AMENDED A G E N D A

OCONEE COUNTY COUNCIL MEETING

February 21, 2017

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Wilhalla, SC

Call to Order

Public Comment Session *(limited to a total of forty (40) minutes, four (4) minutes per person.)*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- February 3, 2017 Special Meeting
- February 3, 2017 Strategic Planning Retreat
- February 7, 2017 Regular Meeting

Administrator Report & Agenda Summary

Proclamation 2017-01

PROCLAMATION 2017-01 HONORING THE WEST-OAK WRESTLING TEAM

Public Hearings for the Following Ordinances

Ordinance 2017-04 "AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE OCONEE COUNTY REGIONAL AIRPORT; AND OTHER MATTERS RELATED THERETO."

Third Reading of the Following Ordinances

Ordinance 2017-04 *(see caption above)*

Second Reading of the Following Ordinances

Ordinance 2016-32 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO."

Ordinance 2016-42 "ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOGGLES PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO."

Discussion Regarding Action Items

The Purchase of two (2) 2017 Ford Police Interceptor SUV's for the Sheriff's Office in the amount of \$55,126. The budget was \$62,496 leaving a balance of \$7,370.

OC's meetings shall be conducted pursuant to the South Carolina Division of Information Act, Council Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties. (2016 edition). This agenda may not be inclusive of all items which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and matters to be discussed, acted upon, referred to, or reported during the meeting. Items listed on Council's agenda may be taken up, added, postponed, or amended. Minutes or information prepared or provided for notice Council's Rules and Model Rules of Parliamentary Procedure for South Carolina Counties (2016 edition). (last specified in the Council's agenda)

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2017-01

A PROCLAMATION HONORING THE WEST-OAK WRESTLING TEAM

Whereas, on Saturday, February 11, 2017, the West-Oak Warrior Wrestling team defeated the Battle Creek Dolphins 34-24 at Dreher High School in Columbia; and

Whereas, the West-Oak Warrior Wrestling team are the 3A State Champions for the second time in three years; and

Therefore, we, the Oconee County Council, wish to acknowledge the West-Oak Warriors Wrestling team on their 3A State Championship win.

APPROVED AND ADOPTED this 21st day of February, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Julian Davis, III
Vice Chairman of County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-04**

**AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE
OCONEE COUNTY REGIONAL AIRPORT; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"); and

WHEREAS, the County, acting by and through the County Council, is authorized by Sections 4-9-25 and 4-9-30 of the South Carolina Code of Laws, among other authority, to establish Rules and Regulations for the Oconee County Regional Airport; and

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

1. County Council hereby adopts the Rules and Regulations for the Oconee County Regional Airport as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. The remaining terms and provisions of the Code of Ordinances not revised or affected hereby remain in full force and effect.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council

Edda Cammick
Chairwoman, Oconee County Council

First Reading: January 17, 2017
Second Reading: February 7, 2017
Third Reading: February 21, 2017
Public Hearing: February 21, 2017

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**OCONEE COUNTY REGIONAL AIRPORT
RULES AND REGULATIONS**

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INTRODUCTION

TITLE:

This chapter shall be known as the Oconee County Regional Airport Rules and Regulations.

PURPOSE:

These Rules and Regulations shall define and set forth the scope and area of responsibility pertaining to the safe and efficient operation of the Oconee County Regional Airport.

AUTHORITY:

Oconee County, as owner of the Airport, is directed by federal and state law to provide for the safe and efficient operation of the facility as a public Airport, and to provide for the health, safety, and welfare of the flying public, and those involved in activities related thereto. These Rules and Regulations are adopted under various provisions of state, federal, and local laws/ordinances.

DEFINITIONS:

Specific terms, as used in these Rules and Regulations, unless associated text otherwise requires, shall have the following meanings:

"AERONAUTICS COMMISSION" is the advisory board for the Oconee County Regional Airport and appointed by Council Members.

"AERONAUTICAL SERVICES" are 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" means the Oconee County Regional Airport and all of the area, buildings, facilities, and improvements within the boundaries of Airport property as it now exists or as it may hereafter be extended or enlarged.

"AIRPORT DIRECTOR" means that person designated by the Oconee County Administrator as the person charged with the responsibility for the daily operations of the Airport, and is one of the persons charged with the enforcement of the Airport Rules and Regulations and Airport Minimum Standards.

"AIRPORT LAYOUT PLAN" is a master planning document that provides a staged physical development plan for the Airport based on forecasted operations and projected facility requirements. It is typically a set of plans and associated report and is updated on occasion as appropriate.

"AIRPORT MINIMUM STANDARDS" means the Oconee County Regional Airport Minimum Standards for Aeronautical Services, as adopted and amended from time to time.

"AGL" refers to Above Ground Level, the actual altitude above average elevation of terrain.

"AIRCRAFT" means a device used or intended to be used for flight in the air.

"BASED AIRCRAFT" means any aircraft regularly parked or stored on the Airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported to the Airport and assembled and flown from the Airport.

"COUNTY" means OCONEE COUNTY, SOUTH CAROLINA.

"COUNCIL" means the County Council of Oconee County South Carolina, the governing body of Oconee County.

"COMMERCIAL OPERATOR" means any person or persons, firm, partnership, corporation, association, or group using the Airport as a necessary or primary element of their commercial business, or operating a business that provides any one or a combination of aeronautical services in exchange for monetary compensation to or for aviation users (patrons) of the Airport.

"CTAF/UNICOM" means the Common Traffic Advisory Frequency/Universal Communications Frequency and is the common communication frequency for air to air and air to ground at the Airport and its vicinity. The current frequency at the Airport is 122.7 MHz.

"ENGINE RUN" is defined as a low power running of an aircraft engine for the purpose of leak checks or similar inspections not requiring high power settings or creating propeller blast or dust.

"ENGINE RUN-UP" refers to the operation of an aircraft engine at high power settings for test or check purposes. Such operations would include propeller blast and its associated effects.

"FAA" means Federal Aviation Administration, including the duly authorized representatives thereof.

"FACILITY" means the Oconee County Regional Airport

"FAR" means Federal Aviation Regulations or any associated federal statute pertaining to aircraft operation.

"FIXED BASE OPERATOR" (FBO) means any individual or business authorized to provide aeronautical services pursuant to Section 8 of these Rules and Regulations and the Airport Minimum Standards.

"GENERAL AVIATION" means civil aviation operations other than scheduled air services and non-scheduled air transport operations for remuneration or hire.

"MSL" means actual altitude above sea level as indicated by a properly calibrated altimeter or "Mean Sea Level."

"PERSON(S)" shall include a corporation, firm, partnership, association, organization, governmental entity, and any other group acting as a unit, as well as an individual.

"RULES AND REGULATIONS" or "Rules" or "Regulations" as used herein refer and mean these Oconee County Regional Airport Rules and Regulations as amended from time to time and kept on file in the Airport Director's Office.

"RUNWAY SAFETY AREA" is the immediate graded surface surrounding the active runway pavement that is used for emergency aircraft deviance from the landing surface and emergency vehicle usage. Its dimensions may change depending on classification of runway, but will be between 300 ft. and 1000 ft. off

each runway end and runs the length of the active runway centered on the runway centerline at a width of between 150 ft. and 500 ft.

"SPECIALIZED AVIATION SERVICE OPERATION" (SASO) means any individual or business authorized to provide specialized services specific to aircraft handling and maintenance pursuant to Section 8 of these Rules and Regulations and the Airport Minimum Standards.

"SECURITY OFFICER" means any sworn peace officer, County Police, County Sheriff, CHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

"VEHICLE" means any motorized (electric or combustion engine) self-propelled wheeled apparatus designed to transport people or cargo or both.

1. GENERAL

1.10 – Public Use

The Airport shall be open for public use at all hours of the day, subject to regulations, restrictions due to weather, the conditions of the landing area, or the presentation of special events and like causes, as may be determined by the Airport Director, governing regulation, or statute. The Airport Director shall establish reasonable hours of operation for the Airport Terminal Building and Airport Staff.

1.20 – Common-Use Areas

All runways, taxiways and associated turn-offs, and aprons, together with associated lighting, marking, and navigational fixtures, shall be considered Common-Use areas of the Airport. Such Common-Use areas shall be maintained as being available for use by all authorized persons flying or operating aircraft on the Airport. Certain areas of the main ramp, including parking areas and helipads, shall also be designated as Common-Use areas. No person shall utilize any Common-Use area for other than its intended purpose, without the prior consent or authorization of the Airport Director. Common-Use areas are subject to change without prior notice.

1.30 – Special Events

Special events such as air shows, air races, fly-ins, or other similar public gatherings requiring the general use of the Airport, or involving more than 10 aircraft or 50 persons, gathering together for a specific purpose, other than normal or routine Airport traffic, shall obtain written permission of the Airport Director at least thirty (30) days prior to the planned event. Such event shall be held only upon the issuance of such permission and at such times, in such areas and upon such terms and conditions as shall be specified and directed by the Airport Director.

1.40 – Airport Director

The Airport Director is directly responsible for the safe and efficient operation of the Airport. The Airport Director shall be responsible for such action as may be necessary for handling, policing, protecting, and safeguarding the public while present at the Airport and to regulate aircraft and vehicular traffic on the Airport, as necessary. The Airport Director may postpone, suspend, restrict, or prohibit any or all activity/operations without regard to weather conditions or current activities whenever such action is deemed necessary in the interest of public health, safety, or welfare.

1.50 – Acceptance of Rules and Regulations

The entrance upon and use of the Airport and any of its facilities in any manner by a person shall constitute an acceptance by that person of these Rules and Regulations, including all provisions contained herein, as well as any rules adopted and intended to implement these Rules and Regulations, and shall create an obligation by that person to comply with and obey these Rules and Regulations. Based flight instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of students under their direction. This requirement does not preclude provisions for special use agreements contained elsewhere in this code.

1.60 – Availability of Rules

All persons licensed or permitted to do business or conduct operations of any kind, on the Airport shall be bound by these Rules and Regulations. A copy of these Rules and Regulations will be available for review upon request.

1.70 – Enforcement & Penalties

The traffic laws of the State of South Carolina shall be in full force and effect on the public-use areas of the Airport. All persons shall be subject thereto. Enforcement shall be accomplished by the Oconee County Sheriff's Office, as well as, all other agencies charged with such responsibility.

All applicable provisions of Title 55 of the South Carolina Code of Laws (UNIFORM STATE LAW FOR AERONAUTICS) shall be in force on the Airport. Those persons charged with the enforcement of said provisions as reflected in Chapter 5 of that Code shall be authorized and empowered to enforce said provision on the Airport.

All applicable provisions of Federal Aviation Regulations (FAR) and the associated enforcement and penalties shall be in full force and effect on all Airport property and within the Airport Traffic Pattern.

The provisions of state and federal regulations, as referred to herein, shall supersede the provisions of these Rules and Regulations to the extent there is any conflict herewith. Only in the case of conflict shall the specific provision of these Rules and Regulations be superseded; all other provisions shall remain in full force and effect and be enforced as specified herein.

Any person violating these Rules and Regulations, the federal and state regulations applicable to Airport operations, the traffic laws of the State of South Carolina, or the traffic regulations of the County in connection with vehicular traffic on the Airport shall be subject to prosecution in the appropriate court for such violation.

In addition to any remedies or penalties otherwise provided by state or local law or Federal Aviation Regulations, any person violating these Rules and Regulations and/or Airport Minimum Standards, or operating or handling any aircraft in violation of these Rules and Regulations, or failing to comply with these Rules and Regulations, may be promptly removed or ejected from the Airport by or under the authority of the Airport Director. If necessary to maintain the safety of the public, such person may be temporarily detained or permanently deprived of further use of the Airport and its facilities. The Airport Director may, in his sole discretion, issue a warning to the offending party to cease and discontinue such unsafe activities or operations. If the activity persists, the Airport Director shall serve a written Notice of Violation to the offending party. Service of the Notice of Violation shall be by hand-delivery or U.S. Mail. If by U.S. Mail, service shall be deemed complete three (3) days after deposit with the U.S. Postal Service. The Notice shall specify the nature of the violation and the length of time or duration of denial of facility use, if any, as may be deemed necessary to safeguard the Airport, its operations and the public use thereof and the County's interest therein. The notice shall also include procedures for requesting a hearing pursuant to Section 1.80, below, and provide an opportunity for an affected party or person to show cause, if any, why he or she should not be denied further use of the Airport and its facilities.

1.80 – Hearing and Appeal

- (a) A person served by the Airport Director with a Notice of Violation, herein referred to as "Appellant(s)," may request a hearing before the Council

within ten (10) calendar days after being served with the Notice of Violation. The request shall be in writing, shall state the basis thereof, and shall be filed with the Airport Director prior to the expiration of the tenth (10th) day from the date of service of the "Notice of Violation".

- (b) Unless otherwise agreed to by the parties, the hearing shall be held within forty five (45) days of the filing of the request. At the hearing, the Appellant may present evidence or argument as to whether the Appellant was operating in violation of these Rules and Regulations or the Airport Minimum Standards, or was inappropriately denied use of the Airport. Within five (5) working days after the close of the hearing, the Council shall render a decision in writing and shall serve such written decision on the Appellant.

1.90 – Judicial Relief and Attorney's Fees

The County may enforce these Rules and Regulations and orders issued under these Rules and Regulations by injunction or other legal process in the courts of the State of South Carolina. In the event the County is required to bring legal action to enforce these Rules and Regulations and orders issued under these Rules and Regulations, the defendant(s) and/or responding party shall pay any attorney's fees, court costs, or other costs incurred by the County in bringing such action.

1.92 – Cumulative Remedies

All remedies and procedures set forth herein for the enforcement of these Rules and Regulations and Airport Minimum Standards are cumulative and may be pursued alternatively or consecutively. All procedures and enforcement mechanisms in other documents and leases are expressly reserved.

1.94 – Severance Clause

Should any term, provision, or content of these Rules and Regulations be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of these Rules and Regulations.

1.96 – Amendments

The Council reserves the right to amend or modify these Rules and Regulations from time to time.

2. GROUND RULES

2.10 – General

This section provides the guidelines under which all aircraft are parked or stored on the Airport. The authority of the County in directing such usage, and the responsibility of the aircraft owner and/or operator is also addressed.

2.20 – Aircraft Storage

All aircraft parked or stored on the Airport are subject to the provisions and authority of this section, along with any other applicable provisions of these Rules and Regulations. All parking spaces and any aircraft parked or stored in any manner shall be authorized by the Airport Director or subject to his review.

2.21 – Public Areas

At the discretion of the County, certain areas may be designated as Common-Use Areas as specified in Section 1.20 of this code. The parking or space assignments and general use of these Common-Use Areas shall be made by or under the direction of the Airport Director. During normal operational periods, aircraft parking is permitted on any area of the apron. During peak hours of operation and special events, Airport staff will attempt to marshal all aircraft to designated parking areas. Aircraft shall monitor and communicate ground movements with Airport Staff on the CTAF/UNICOM Frequency: 122.7 MHz.

2.22 – Lease Areas

Certain areas of the Airport may be leased out or placed under the prescribed control of various tenants. Parking, use, and space assignment on these leased areas shall be in accordance with agreed upon County lease terms and conditions, as well as Airport Director approval.

2.25 – Aircraft Registration

All aircraft based on the Airport shall be registered with the Airport Director. The aircraft registered owner or responsible representative shall assure the information on the registration form is maintained current at all times and shall immediately notify the Airport Director when the aircraft is no longer based on the Airport.

2.27 – Lessee (Tenant) Registration

Each Airport tenant, corporate hangar owner, or commercial operator who provides care, custody, or control of an aircraft for another shall maintain an adequate record of such aircraft at all times (location and status of airworthiness) and provide such information to the County upon request. This does not replace, but rather is in addition to, the registration requirement of the aircraft owner as specified in Section 2.25.

2.28 – Aircraft Chocks/Tiedowns

All unattended aircraft less than 5,000 lbs. gross take-off weight when parked on the Airport shall be secured at all times by chocks and/or tie-downs. Securing the aircraft shall be the sole responsibility of the aircraft owner/operator.

2.29 – Aircraft Liability Insurance

Each aircraft based at Oconee County Regional Airport shall maintain aircraft liability insurance as follows:

- (a) The operator/owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and volunteers from any and all loss, damage, and liability for claims and/or damages, including attorney's fees and other costs of defense incurred by the County, whether for damages to or loss of property, or injury to or death of any person or entity, including the owners or operators and their officers, agents, employees, heirs and assigns, which shall in any way arise out of or be connected with operations. To this end, the operator/owner shall secure and maintain, during the term of this agreement certain insurance for each aircraft that shall protect the County in such manner and amounts as set forth below:
- (i.) The carrier must have a Best's rating of A-VII or better.
 - (ii.) The policy limit shall be three hundred thousand (\$300,000) dollars per person per occurrence for bodily injury and five hundred thousand (\$500,000) dollars property damage per occurrence, and one-million (\$1,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an "additional insured." Said endorsement shall be executed by a representative authorized to issue same.
 - (iii.) The insurance coverage shall be primary insurance, in respect to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the operator/owner's insurance and shall not contribute with it.
 - (iv.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

2.30 – Disabled Aircraft

No person shall park, store, or leave derelict aircraft, aircraft components, or parts in any state of disrepair, on the Airport in view of the general public. With the Airport Director's written permission and/or consistent with any applicable license or lease terms, such aircraft, aircraft components, or parts may be parked or stored on leased premises out of public view or in hangars awaiting scheduled repairs. Additionally, the Airport Director may designate an appropriate storage area for such aircraft upon request.

2.40 – Aircraft Removal

Aircraft owners, operators, or their agents shall be responsible for the prompt removal of any aircraft, disabled or otherwise, which has been parked or stored in an unauthorized manner or area.

2.42 – County Authority

In the event an aircraft owner or operator fails to remove an aircraft within a reasonable period of time, the Airport Director may take whatever action necessary to

make the area safe for other aircraft without liability for the expense of such action or for any damages which may be caused to the subject aircraft. The Airport Director shall determine what constitutes a reasonable period of time for aircraft removal.

2.45 – County Removal of Aircraft and Aircraft Parts

The Airport Director may tow away, remove, and store at owner's expense and without liability for damage, any aircraft or parts thereof found to be in violation in the sections above.

2.50 – Owner/Operator Responsibility

Any action taken or any cost incurred against an aircraft shall be the responsibility of the registered owner/operator. Charges for aircraft removal, towing, storage, and peripheral services shall be paid by the owner/operator. No claim or liability may be placed against Oconee County for any such action.

2.55 – Fee Payments, Liens, Impounds

No person shall remove any aircraft from the Airport without first having made payment or satisfactory credit arrangement for applicable charges for parking, storage, landing fees, or services rendered by the Airport. The Airport Director shall have authority to impound any aircraft for delinquent charges due.

2.60 – Aircraft Repair and Maintenance

Repairs to aircraft or engines shall normally be accomplished in areas designated for this purpose by the Airport Director and not on any runway, taxiway, taxilane or fuel servicing areas. This section does not prohibit owners from performing preventative maintenance on their own aircraft in their assigned hangars or tie-down spaces, as authorized by FAA grant assurances and FARs. Owners are responsible for clean-up and proper disposal of any fluid spills.

No major airframe, power plant, or propeller repair for compensation shall be performed in open tie-down areas on the main ramp or in view of the general public. Upon request, the Airport Director may designate an area suitable for such maintenance, away from the ramp area and outside of general public view, or allow such emergency repairs, at his discretion.

No person shall allow a person who is not his/her employee onto the Airport to perform maintenance on his owned or operated aircraft, unless the aircraft requires repairs which cannot be adequately performed by the authorized maintenance/repair service (SASO) on the Airport. Any aircraft owner utilizing an employee to perform aircraft maintenance may be required to provide the County evidence of employment. An aircraft owner shall not contract a second party, such as an aircraft maintenance company or aircraft management company/contractor, to perform "Scheduled" maintenance on his/her aircraft at the Airport unless the company/contractor is recognized by the County as an authorized maintenance FBO or SASO as defined in the Airport minimum standards. "Unscheduled" maintenance is limited to the following:

- a. Warranted maintenance that requires repair by the warranting company.
- b. A malfunction preventing the aircraft from being flown to another airport for repair.
- c. Maintenance work requiring a specialty service not being provided by an existing FBO or SASO operating on the Airport

2.70 – Engine Run-up

No aircraft engine shall be run or run-up unless the aircraft is placed in such a position so the propeller, rotor, or jet blast clears all hangars, shops, other buildings, persons, other aircraft or vehicles in the area, and the flight path of landing aircraft.

2.80 – Propeller, Rotor & Jet Blast

Any debris or damage caused by propeller, rotor, or jet blast is the joint and several responsibility of the pilot and owner of the aircraft and said person(s) shall be liable for any repair of damages or clean-up charges.

2.90 – Pedestrian Traffic

Pedestrian traffic shall not be allowed in close proximity to any aircraft whose engine(s) are operating or in preparation to be operated. All pedestrian traffic shall remain clear of aircraft operating areas except for the purpose of loading or unloading from a particular aircraft. This provision shall not apply during special events or at other times when proper provision for pedestrian safety has been made and authorized by the Airport Director.

No pedestrian traffic shall be allowed within 200 feet of the edge of the runway unless specifically authorized by the Airport Director or his designee. Passengers deplaning from or enplaning to aircraft parked in the grass tie-down areas should be escorted by designated Airport personnel to the maximum extent possible.

2.92 – Passenger Enplaning/Deplaning

All passengers boarding or exiting an aircraft shall proceed between the aircraft and the terminal area via the most direct route. The aircraft flight crew shall take proper precautions to assure all passengers remain clear of the aircraft (propeller, wings, tail, etc.), as well as, any other aircraft in the immediate area.

2.95 – Bicycle Traffic

Bicycle traffic shall be restricted to the aircraft apron and terminal parking ramps. Bicycles or other type cycles shall not be allowed on any taxiway or runway.

2.96 – Motorcycles and Unlicensed Off-Road Vehicles (Go-carts, All-Terrain Vehicles (ATVs), etc.)

Motorcycles, go-carts, mini-bikes, personal golf carts, unlicensed off-road vehicles, or other type vehicles shall not be operated on any taxiway or runway. All motorized vehicles shall be operated in a safe and responsible manner only in the immediate vicinity of the T-hangar buildings and associated taxilanes. Trail riding on unimproved areas of the Airport is strictly prohibited. Special circumstances shall be coordinated with the Airport Director.

2.97 – Animals

No person shall bring or allow any animal onto the Airport for any purpose unless that animal is under positive control of the animal's handler/owner at all times. No animal shall be allowed to run loose in any aircraft operating area or in the open fields adjacent to runways or taxiways. Animal control regulations of the County shall be enforced in all areas of the Airport.

3. AIRPORT TRAFFIC PATTERN

3.10 – General

This section provides for the safe and efficient operation of aircraft within the Airport Traffic Pattern (See **Exhibit A**). Aircraft arrival and departure routes are prescribed, as well as, other operations procedures and limitations.

3.20 – Traffic Pattern Communications

All radio-equipped aircraft operating within the Airport Traffic Pattern or within the immediate Airport area, if able, shall monitor the published UNICOM/Common Traffic Advisory Frequency (122.7 MHz) to determine pertinent Airport conditions, runway in use, traffic pattern direction and number/type aircraft within the pattern. All aircraft, if able, shall broadcast their position, altitude, and intentions in accordance with the recommendations provided in Section 4 Table 4-1-1 of the Aeronautical Information Manual.

NOTE: Pilots of non-radio equipped aircraft shall ensure they deconflict their intended flight path from aircraft already established in the pattern so as to enter the normal traffic pattern and not disrupt normal traffic pattern operations.

3.30 – Pattern Procedure

For noise considerations, light single and twin engine piston aircraft (General Aviation) should fly the traffic pattern at an altitude of 1000' AGL (1900' MSL). All turbine-powered or larger jet aircraft should fly the traffic pattern at 1500' AGL or 2400' MSL. Runway 25 has a left hand pattern. Runway 7 has a right hand pattern due to the close proximity of the Eagle Ridge Airport (Private) located $\frac{3}{4}$ mile northwest (See **Exhibit A**). Aircraft may enter the traffic pattern from any leg of the pattern, traffic permitting. If a conflict is observed, the right-of-way rules of FAR 91.113 shall prevail. In all cases, the offending aircraft shall yield the right-of-way as appropriate and overfly the pattern to re-enter the downwind leg of the pattern. Ultralight aircraft shall operate in accordance with the Special Use Operations section of this document.

Other aircraft utilizing the Airport shall operate in their respective patterns as prescribed in Section 3.50, 3.70 for helicopters.

3.35 – Departure Procedure

For safety and noise consideration to the surrounding community, all departing aircraft remaining in the traffic pattern should maintain runway heading until reaching a minimum of 500 feet altitude above ground level (AGL) before initiating the crosswind turn. Aircraft departing the traffic pattern are encouraged to climb to pattern altitude at the best rate of climb speed (V_y) before initiating any turns. All traffic pattern aircraft should avoid overflying densely populated residential areas.

3.40 – Runway Clearance

The designated runway (based on current prevailing surface winds) shall be used for landing and takeoff only. No run-ups or pre-takeoff checks shall be accomplished on the runway. Aircraft shall perform such checks clear of the runway area. After determining the runway is clear of conflicting traffic, each aircraft shall taxi onto the

runway, increase power and immediately depart. Landing aircraft shall, likewise, at the completion of the landing roll-out, expedite their exit from the runway at the nearest available taxiway and continue to a point outside the runway area prior to stopping or parking. This provision does not apply to touch-and-go landing operations.

3.45 – Pattern Operations/Crosswind Operations

Normally all landings and take-offs should be made directly into the prevailing wind or on the runway most nearly aligned into the prevailing wind. During direct crosswind conditions, pilots should clearly coordinate traffic patterns use via CTAF/UNICOM frequency (122.7 MHz) radio transmission to reduce/prevent the possibility of a mid-air or head-on collision.

3.47 – Non-Standard Operations (Back Taxiing, Tailwind Operations)

Aircraft desiring to use non-standard operational procedures shall first determine that such operations do not conflict with existing aircraft traffic in the established pattern, and then announce such intentions on the CTAF/UNICOM (122.7) frequency.

Pilot training flights conducted in the Airport traffic pattern may deviate from the established traffic pattern and active runway for training purposes only and then only if other traffic flow permits such operation without undue or unsafe conflict with the normal traffic flow.

Non-standard operations shall be conducted only after appropriate CTAF radio transmissions have been made to other aircraft in the pattern.

3.50 – Runway Operations and Emergency Deviations

Normally airplanes shall land and take off on the paved runway surface. Takeoffs and landings are permitted in the grassy area adjacent to and north of runway 7/25. All other paved areas (taxiways, aprons, taxilanes etc.) of the Airport are to be used only for aircraft ground movement (taxiing) or parking. Pilots may deviate from this requirement only in an aircraft emergency. Intentional takeoffs by fixed wing aircraft from taxiways, aprons, tie-down areas, etc are prohibited. Pilots landing in the grassy area north of the paved runway shall clearly announce their intentions on the CTAF/UNICOM if radio equipped.

3.65 – Careless and Reckless Operation

No person shall operate an aircraft on the ground or in the Airport Traffic Pattern in any manner which is determined to be careless and reckless or in such a way which appears to endanger or create a hazard to other persons in the immediate area of the operation in the air or on the ground. The safety of any such operation in question shall be determined by the Airport Director, who shall immediately take appropriate action to terminate such activity, as necessary.

3.70 – Rotary Wing (Helicopter) Operations

Rotary wing/Helicopter traffic arriving and departing from the Airport shall remain clear of the fixed wing traffic pattern in use at all times. Helicopter traffic shall not overfly buildings on or adjacent to the Airport, except as specified in the FAR. Practice auto-rotation areas for helicopters within the traffic pattern may be established by the Airport Director in accordance with appropriate regulations and other existing operations on the Airport.

4. VEHICLE TRAFFIC

4.10 – General

The traffic laws of the State of South Carolina and Oconee County apply to all paved areas including roads, ramps, aprons, and parking areas on the Airport. Except for law enforcement vehicles enforcing applicable laws, firefighting equipment, ambulances, and other emergency response vehicles, no person shall drive any vehicle on the Airport runway and taxiways. Based Aircraft owners may drive vehicles on the paved tie-down and apron areas transiting to and from their aircraft storage location/hangar and for loading/offloading. Unattended vehicles in these areas are not permitted. Corporate hangar tenants may operate motor vehicles in the vicinity of their hangars but are not authorized to drive personal vehicles between the main terminal ramp and the respective corporate hangar. Bicycles are restricted to the tie-down and T-hangar taxilane areas. Aircraft parking ramps, taxilanes, or tie-down areas are NOT play areas for children.

4.20 – Vehicle Speed

The Maximum speed limit on any Airport pavement for any vehicle is 15 mph. In the vicinity of aircraft (within 50 feet), the maximum vehicle speed is 5 mph.

4.30 – Vehicles Near Aircraft or in Aircraft Operations Areas

No vehicles, except for County-owned maintenance/operations vehicles, are allowed on or near the main parallel taxiway and runway surface. No vehicles shall be operated on or within 25 feet of any aircraft which itself is in operation (engine running). In this section, operating area means any runway, taxiway, designated common-use area, or the main terminal ramp. Vehicles owned by based aircraft owners/operators may be driven on the aircraft tie-down areas and taxilanes in accordance with Section 4.10. Rental cars may be driven on the aircraft tie-down areas with prior permission from Airport staff.

4.35 – Exceptions to Vehicle Regulations

The following are exceptions to Section 4.30.

1. Any vehicle operated by a based aircraft owner or their guest on property leased by said owner;
2. Any authorized vehicle displaying a proper amber flashing beacon;
3. An authorized fuel truck;
4. An authorized emergency/rescue vehicle responding to an Airport emergency;
5. Any vehicle which is properly escorted by a member of the Airport staff.

4.38 – Night Vehicle Operations

Any vehicle operating in an aircraft operations area after the period beginning one hour prior to sunset and ending one hour after sunrise shall be subject to a stop for identification by an authorized County Deputy Sheriff, Airport Director, or staff member to determine the subject's authorization to access the aircraft operations area. Vehicles shall continuously display proper lighting during night operations.

4.40 – Vehicle Lighting on Runways and Taxiways

Any vehicle which has been authorized to operate on a taxiway or within 300' of the active runway shall display one of the following:

1. vehicle emergency flashers,
2. an operating amber flashing beacon,
3. white or amber strobe lights, or
4. orange and white checkered flag

Vehicles without the above equipment shall be escorted by a properly equipped vehicle. Drivers shall continuously monitor the CTAF frequency while inside the runway safety area.

4.50 – Vehicle Parking

All vehicles including motorcycles and bicycles shall be parked in designated parking areas. Vehicles on leased areas shall be subject to the terms and conditions of the tenant lease, as well as federal, state, and local law. Vehicles parked in public areas shall also be subject to federal, state, and local law, including these Airport Rules and Regulations.

4.51 – Motor Vehicles on Taxilanes

The area in front of each hangar building shared jointly by aircraft and vehicles accessing the T-hangars is designated as a Taxilane. **Aircraft (operating or towed) have the right of way over vehicles at all times.** Vehicles driven on taxilanes shall be operated by based or transient pilots, aircraft owners, and invited adult guests only. The general public is not allowed on taxilanes. Vehicles shall not be parked in such a manner as to block or restrict the access to the T-hangars by aircraft or other vehicles. No vehicle shall be parked or left unattended on a taxilane, in any aircraft operating area, or in such a manner which limits aircraft operation.

4.55 – Long-Term Parking

All vehicles parked on the Airport for a period exceeding thirty (30) days shall be registered in the Airport office and shall be subject to monthly parking fees. All vehicles shall be properly licensed at all times. Any vehicle not meeting the requirements of this section shall be considered abandoned and removed in accordance with applicable law(s).

5. EMERGENCY

5.10 – General

This section provides for the authority and designated responsibilities of individuals and agencies in the event of an Airport emergency, threat to Airport security, or other departure from normal Airport operations. Such emergencies would include fires of any type, aircraft emergencies or accident(s), incidents of personal injury, or Airport security breach requiring law enforcement intervention.

5.20 – Emergency Notification

It shall be the responsibility of any person or Airport tenant observing or having knowledge of any type of Airport emergency which has not, to their knowledge, been reported, to report the emergency as specified. Initial notification shall be accomplished by dialing 9-1-1 from any Airport telephone, personal cell phone, or otherwise contacting the Oconee County Police/Fire Department. The person shall then give the dispatcher any and all information available concerning the nature of the emergency.

5.25 – Response Activation

Upon receipt of notification of an Airport emergency, the law enforcement/emergency response dispatcher will follow current county dispatch procedures to respond appropriate personnel.

5.31 – Yielding Right-Of-Way

All persons not responding to or involved with an Airport emergency shall yield the right-of-way to emergency service personnel. Emergency service vehicles displaying proper lighting and/or other required markings shall have the right-of-way on all paved areas while responding to an emergency. When responding to an aircraft incident, all aircraft and other vehicles shall yield to responding equipment.

5.32 – Speed Waiver

The Airport speed limit requirements are waived for all emergency vehicles and authorized personnel responding to an Airport emergency. This waiver shall not be used to circumvent the speed limit regulation during normal daily operations.

5.40 – Authorized Personnel

Only those persons designated by the Airport Director, County law enforcement, and/or County emergency services personnel shall respond to an Airport emergency. All other persons, including aircraft owners, operators, and interested parties shall remain well clear of the emergency area until the designated incident commander has determined the accident scene is stabilized and safe for entry by authorized personnel. The Airport Director shall then designate only those essential persons authorized to enter the accident scene.

5.50 – Incident Command

Immediately at the occurrence of any Airport emergency, the affected area shall come under the full control of the Oconee County Emergency Services Department, and its designated commander. The commander shall control all access to and from the site, as well as all suppression, stabilization, and rescue efforts.

5.55 – Airport Operations during Emergencies

It shall be the duty of the Airport Director or his designated representative to coordinate and/or control any and all Airport operations which may be in conflict with, or endangered by, an emergency situation. Airport operations may be restricted to the extent necessary to make the Airport as safe as possible considering the scope and severity of the emergency.

5.60 – Aircraft Accident Sites

Aircraft accident sites, as defined by FAR, fall within the jurisdiction of the FAA, NTSB, and their associated investigating bodies. All persons on or near a crash scene shall preserve any and all aircraft pieces, parts, papers, and other pertinent data and document their positions and content as additional aid to the appropriate investigating authority. Only those persons authorized by the incident commander or the Airport Director shall be allowed on the accident scene or within 1000 feet thereof.

5.65 – Runway Closure during Emergencies

Any runway, taxiway, or other operating area of the Airport, which becomes the scene of an aircraft accident, shall immediately be considered closed and unusable until determined otherwise by the Airport Director. The Airport Director shall provide for proper notification of closures by means of the issuance of NOTAMS, as necessary, and the coordination of local air traffic so long as the closure remains in effect.

5.70 – Removal of Aircraft and Wreckage

No aircraft, components, or parts thereof shall be removed from an accident scene until such removal has been authorized by the appropriate FAA or NTSB representative. Airport Management may assist in securing proper removal authority; however, it shall be the ultimate responsibility of the aircraft owner to acquire the proper authorizations for removal of aircraft wreckage.

5.73 – Accident Scene Preservation

In the event of an accident, the FAA/NTSB may require that the site be preserved for a prolonged period of time. The Airport Director shall provide for adequate scene protection as may be required. The financial charges for any such protection shall be borne by the involved aircraft owner(s)/operator(s).

5.80 – Owner Responsibility

Any aircraft involved in an accident or incident on the Airport shall be the responsibility of the registered owner for its prompt and proper removal from the accident site. Removal shall be accomplished only after proper authorization has been received as specified in Section 5.70. The registered owner of any aircraft which requires special handling, parking, or storage as a result of an accident shall be responsible for any and all charges incurred as a result of such storage. The owner may engage local services at his option.

5.85 – County Responsibility

In the case where an owner is unable to remove a disabled aircraft from an Airport operating area, the Airport Director may at his discretion remove, or authorize the

removal of, said aircraft to an appropriate storage area. The charges for such removal shall be borne by the aircraft owner.

5.88 – County Indemnity

In the event the Airport Director or his designee removes said aircraft or parts thereof from an accident site in order to facilitate resumption of normal Airport operations, no person shall hold Airport personnel liable or responsible for any additional damage which may be caused as a result of such removal. Said removal shall be performed only after proper authorization has been obtained from the FAA / NTSB, and only if it is determined to be necessary to facilitate safe Airport operations, or to protect the safety of the general public and users of the Airport.

5.90 – Disabled/Un-airworthy Aircraft/Wreckage Storage

Disabled aircraft or aircraft wreckage shall not be stored in plain view of the public or in an area creating undue interest or an attractive nuisance for Airport operations. The owner of the disabled aircraft/wreckage may coordinate temporary onsite storage with the Airport Director.

6. AIRPORT SAFETY

6.10 – General

This section identifies the general responsibilities of aircraft owners, operators, tenants, and general users of the Airport to promote safety within the various Airport operations and activities. It is a primary responsibility of the Airport Director and staff to ensure safe operations on the Airport to the maximum extent possible.

6.20 – Aircraft Propellers, Rotors, etc.

All persons shall observe the utmost care and consideration around aircraft propellers regardless if the aircraft engine is operating or not. No person shall walk or drive within close proximity (within 25 feet) of an operating propeller. No person shall walk or drive beneath the arc of a helicopter rotor. No person shall walk or drive within 25 feet around an operating tail rotor of a helicopter at any time.

6.25 – Hand Propping

No person shall attempt to start an aircraft engine by hand (hand propping) without first:

1. becoming familiar with the hazards of hand propping;
2. assuring a competent and qualified operator is at the controls of the aircraft; and
3. the aircraft is securely tied down and/or chocked to prevent a safety hazard.

6.30 – Movement around Aircraft

Movement by either vehicle or pedestrian traffic around or in close proximity to any aircraft is extremely hazardous, especially during night/reduced visibility operations. Pedestrians should use extreme caution while walking to and from aircraft when other aircraft are operating on the ramps and taxilanes.

No vehicle traffic shall be permitted around or in close proximity to any aircraft whose engine(s) are running, preparing to be started, or which aircraft is preparing to or is taxiing within any of the operating areas of the Airport.

6.40 – Fueling

No aircraft shall be fueled or defueled while its engine is running, or while in a closed hangar or other enclosed area. Fueling shall be done in accordance with all federal, state, and local laws, as well as, any and all fuel supplier requirements and procedures. The equipment used shall provide adequate connections for grounding of static electricity, shall be properly maintained at all times and shall be kept in compliance with all applicable safety provisions.

All fueling of aircraft and handling of aircraft fuels on the Airport shall be done in accordance with the provisions of this section, as well as, Section 7.93 of these Rules and Regulations, and any applicable federal, state, or local laws, and vendor safety/quality control requirements and guidelines.

6.41 – Independent (Self) Fueling and Associated Equipment

No fuel shall be dispensed into aircraft from drums, small containers, or similar independent fueling systems unless authorized in writing by the Airport Director. Permission may be obtained on an individual basis. All dispensing equipment shall conform to all federal, state, and local requirements and be approved by the Oconee County Fire Chief.

Independent fueling equipment shall at all times be maintained in good repair and be certified/rated for the dispensing of aviation fuels. All dispensing units must be equipped with functional bonding and grounding cables and clamps, as required. No "hold-open" devices shall be installed, or otherwise utilized on the equipment. A minimum of one (1) fire extinguisher with a rating of 20 BC, or greater, shall be available during any independent fueling operation.

6.42 – Self Fueling Location

No aircraft shall be fueled in an area which creates a hazard to other surrounding aircraft, persons, property, or activities.

6.50 – Aircraft Cleaning

Washing or cleaning of aircraft is allowed only in areas designated by the Airport Director. Cleansers used for aircraft washing shall be designed and manufactured for the intended purpose and be biodegradable.

6.51 – Aircraft Engine/Parts Cleaning

The cleaning of engines or other parts of aircraft using flammable / volatile solvents shall not be carried on in any T-hangar. Leased areas designated as aircraft maintenance facilities may have this restriction waived with prior coordination of, and written approval by, the Airport Director and the County Fire Chief. Maintenance Facilities shall be equipped with at least two fire extinguishers with a 20 BC or greater rating.

6.60 – Floor Cleaning

All hangar floors shall be kept clean and free from oil, gas, and other flammable substances. No volatile flammable solvents shall be used for cleaning floors. No rag(s) soiled with flammable substances shall be kept or stored in any building on the Airport in such a manner as to create any fire hazard.

6.70 – Open Flame / Smoking

No person shall smoke or ignite any matches, flares, lighters, or other objects, which produce an open flame, anywhere within a hangar, shop, building, or Airport structure in which any aircraft is or may be stored, or in which any gas, oil, or flammable substance is stored, or within 50 feet of any aircraft or fueling facility or operation. This prohibition applies to all aircraft operations areas including tie-down spots.

6.80 – Hazardous Materials Disposal

The handling and disposal of all materials which are classed as "hazardous" by current EPA and SC DHEC regulations shall be accomplished through strict adherence and compliance with the provisions of those Rules and Regulations. This includes all unusable or contaminated fuel and used oil of any type.

6.90 – General Care

All persons using the Airport area or facilities in any way shall, at all times, exercise the utmost care to guard against fire and injury to persons or property on or about the Airport. Proper and customary practices of general industrial and fire safety shall be adhered to. Any observed activity which appears to compromise safety in any way, as determined by the Airport Director or current applicable regulations, shall be terminated immediately.

7. AIRCRAFT HANGAR REGULATIONS

7.10 – General

This section refers to the general occupancy of County-owned aircraft storage hangars on the Airport. Distinction is made between County hangars and corporate hangars or commercial aircraft maintenance facilities. This section applies only to aircraft storage hangars rented/leased from the County. The occupancy of commercial maintenance or corporate hangars is addressed elsewhere in these Rules and Regulations and the Airport Minimum Standards.

7.20 – Aircraft Storage

No person shall park or store any aircraft or associated equipment in any hangar on the Airport except by authority of and in compliance with the provisions of this section.

7.25 – Additional Use

Any additional use (other than Aircraft storage) of the hangars shall be authorized in writing by the County and comply with all applicable federal, state, and local laws, as well as, Airport Minimum Standards.

7.30 – Storage of Aircraft-Related Incidental Items

The primary purpose and use for each aircraft hangar shall be the storage of aircraft. **Aircraft hangars shall not be used as general public storage or for non-aviation items.** Typically, one aircraft must be stored in the hangar for there to be permissible incidental storage, which must be directly related thereto. The Airport Director may authorize the storage of two small aircraft in T-hangars with prior permission. Storage of personal items, in addition to aircraft support equipment storage, shall conform to all local fire and safety codes and the provisions of these Rules and Regulations. Long term storage of non-aviation related items (Boats, furniture, building materials, tires, etc.) is strictly prohibited.

7.32 – Motor Vehicle Storage

Motor Vehicles belonging to the hangar tenant or aircraft owner (and guests) may be temporarily stored in the hangar while the aircraft is away flying, or for other short durations of time, as approved by the Airport Director.

7.40 – Aircraft Maintenance

Aircraft maintenance in County-owned aircraft storage T-hangars shall be limited to the inspection and routine preventative maintenance of owner's personal stored (per lease agreement) aircraft as outlined in FAR Part 43 Appendix A Section (c) paragraphs 1 thru 32. All other aircraft maintenance activities shall be done by a licensed FAA mechanic and or certified repairman in accordance with applicable fire and safety codes and Airport Minimum Standards for Aeronautical Activities. Tenants who hold current repairman or current FAA mechanic certificates should coordinate maintenance activity on their own aircraft in advance with the Airport Director bearing in mind the restrictions in Section 7.50.

Aircraft painting, arc welding of metal components, and any form of metallic grinding/spark-producing, or explosive hazard activities are strictly prohibited.

Special aircraft maintenance work performed by non-based certified mechanics should be coordinated in advance with the Airport Director to ensure "through the fence" commercial operations are minimized (ref. Section 2.60).

7.42 – Aircraft Sub-components

Aircraft components and aircraft in a state of disassembly may be stored in the hangar while awaiting repairs/assembly with prior permission of the Airport Director. The storage of such components shall be subject to these Rules and Regulations, including the Fire and Safety provisions contained herein.

7.45 – Engine Run-up

No aircraft engine shall be run while inside any hangar. Aircraft shall be moved from the hangar to a safe position as provided in Section 2.70 for run-up, or at least outside of the hangar for low-power (idle) engine runs.

7.50 – Commercial Business Activities in T-hangars

No person shall conduct any type of commercial (for profit) business activity or aeronautical service from individual aircraft T-hangars, unless such activity is appropriately reviewed by the Aeronautics Commission, approved by Council, and conducted in accordance with adopted Minimum Standards for Aeronautical Activities on the Airport. The simple storage of aircraft used by a commercial flight training operation is authorized.

7.60 – Additional Occupancy

All airport property and parcels are zoned for industrial use. Therefore, no residential occupancy or use shall be allowed in an aircraft storage hangar or elsewhere on the Airport unless specifically authorized by the County.

7.70 – Proof of Liability Insurance

Each corporate hangar owner shall provide evidence of Airport Premises Liability insurance, maintained on the hangar premises, in the amount prescribed in the Airport Minimum Standards. A current Certificate of Insurance shall be filed/updated with the County annually.

7.80 – Hangar Inspection

All hangars on the Airport shall be subject to inspection by the Airport Director and County building officials as may be necessary to determine compliance with safety codes, Airport Rules and Regulations, and lease agreements. Reasonable notice will be given to each hangar lessee or owner prior to any compliance/fire code inspection. Minimum or no notice inspections may be made by county, state, or federal law enforcement personnel. Inspections shall be monitored by the Airport Director or a member of the Airport staff.

7.82 – Inspection Access

County representatives shall make a reasonable attempt to contact T-hangar tenants to arrange access. A tenant's inability or unwillingness, however, to provide access to the hangar shall not preclude the County from inspecting said premises.

7.90 – Fire Code Compliance & Safety

All occupants of aircraft hangars shall comply with this section, as well as, all principles of fire safety. All persons shall exercise the utmost care to guard against any

threat of fire or injury to persons and property on the Airport. All occupancies shall comply with applicable federal, state, and local law.

7.91 – Fire Extinguisher

Each hangar shall be equipped with at least one (1) fire extinguisher in the hangar with a minimum rating of 2A 10 BC. The extinguisher will be provided by the County, inspected annually and serviced, as required at County expense.

7.92 – Electrical

The County maintains electrical service to each T-hangar. Modifications to the lighting and electrical service require prior permission of the Airport Director and must be comply with all applicable building code standards and requirements. The use of high amperage power tools and equipment is prohibited.

7.93 – Flammables

No flammable liquid or other hazardous material shall be stored in individual T-hangars in containers with greater than 5 U.S. gallons in capacity. Aircraft operators may store modest (less than 5 gallons) quantities of aircraft engine oil and other lubricants, provided they are stored in proper containers. The accumulated storage of such materials shall not exceed a total of 25 U.S. gallons in any one T-hangar. Aircraft owners with Auto Fuel STCs on their stored aircraft may conduct self-fueling of the stored aircraft. Self-fuelers shall notify the Airport Director of their Auto Fuel STC status for insurance purposes.

8. COMMERCIAL/FIXED BASE OPERATORS

8.10 – General

This section applies to any person or entity providing (for profit) aeronautical services to the flying public on the Airport including commercial operators and specialized aviation service operations (SASOs). Airport Minimum Standards also apply to Fixed Base Operators (FBOs) and Commercial operators.

8.20 – Classification

- (a) **Specialized Aviation Service Operation (SASO):** an individual or entity at the Airport providing one or more of the following services:
 - (1) specialized aircraft repair services (avionics/radios, painting, upholstery, propellers, instruments, accessories, etc.);
 - (2) aircraft airframe and power plant maintenance and repair;
 - (3) flight training or flight instruction;
 - (4) aircraft sales;
 - (5) aircraft rental;
 - (6) aircraft charter and air taxi service; or
 - (7) commercial aircraft storage.
- (b) A commercial Fixed Base Operator (FBO) is an entity conducting or providing one or more aeronautical services on the Airport for profit, in accordance with these Rules and Regulations and the requirements outlined in the Airport Minimum Standards document (exception: individual certified flight instructors).
- (c) Non-Aeronautical Commercial Support Services are those activities which augment aviation operations, and are available to the general public, including: ground transportation (taxis, car rental, shuttle vans, limousines); restaurants, retail shops, barber shops, auto parking lots, recreational facilities, and any other commodities, services or accommodations.

NOTE: Any prospective Commercial Operator (other than an individual FAA certified flight instructor) seeking to conduct/provide aeronautical services at the Airport must provide a letter of financial integrity, to the County's satisfaction, from a bank or trust, company doing business in the area, or other such source readily verified through normal banking channels. This letter could include, but is not limited to, loan status and/or satisfaction history, length of relationship, any defaults, etc. The prospective Operator must also demonstrate they have the financial ability or backing, where applicable, for the construction of facilities for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth statement clearly showing the applicant holds unencumbered current assets in a total amount equaling at least three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.

8.21 – Permissions, Licenses, Lease Agreements

Each SASO or FBO operator must apply for and take possession of the required permits, licenses, and approvals prior to conducting commercial business on the Airport. No person shall provide any services to the public in exchange for monetary compensation on the Airport without first obtaining the required permissions, licenses, and clearances, as specified herein, and in the Airport Minimum Standards, including, but not limited to, the following:

1. County Airport property lease, approved by the Council;
2. Health and Safety review, issued by the County Building Official and Fire Chief;
3. SC DHEC permits, if applicable; and
4. Applicable FCC and FAA licenses (as applicable).

8.30 – Business plans

Each prospective SASO or commercial FBO operator shall prepare and submit a written formal business plan for Council approval. The Council or its designee shall review the plan within forty five (45) days and either accept the plan or recommend changes.

8.31 – Limited or Full Service FBO Application

Each person proposing to qualify and operate as a full or limited service FBO must:

- (a) Secure a valid property lease with the County for the proposed site;
- (b) Submit a business plan, as outlined in the Airport Minimum Standards;
- (c) Submit a copy of a proposed sub-lease agreement, if applicable;
- (d) Provide evidence of adequate supplemental insurance coverage for the specific aeronautical services provided (example: Hangar Keepers insurance, completed operations insurance, etc.) as applicable;
- (e) Provide evidence of adequate liability insurance coverage (See Airport Minimum Standards); and
- (f) Provide evidence of workers' compensation insurance, if applicable.

8.40 – Pricing of Aeronautical Services

- (a) Each Fixed Base Operator (FBO) shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided an FBO is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.
- (b) Non-compliance with the provisions of Section 8.40(a), above, shall be cause for termination of an Airport Operating Permit.

8.50 – Parking in Leased Areas

On all leased land parcels, the lessee shall have the right to assigned vehicle parking as specified in Section 2.22. Lessee may charge fees at their discretion after proper notice is provided as specified in Section 8.40, above, on those sites under lease. All aircraft parking shall remain subject to the approval of the Airport Director, which

approval shall not be unreasonably withheld.

8.60 – No County Representation

No employee or representative of any SASO, commercial FBO, or lessee shall be authorized, or assume to be authorized, to act as an agent for or in behalf of Oconee County in matters of Airport operation or policy, or otherwise.

8.61 – Designated Authority

The Airport Director or his authorized designee is duly charged by the County to provide for the proper and safe operation of the Airport and administer the provisions of the Airport Rules and Regulations, along with the statutes, regulations, and standards referenced therein.

8.70 – Location of FBO Operations

Only authorized SASO operators or Fixed Base Operators shall be allowed to conduct business operations on Airport property designated for such operations in the Airport Layout Plan, as amended from time to time.

8.80 – Lessee/Lease Violations

Whenever the Airport Director has determined that a tenant, SASO operator, or FBO is providing services in violation of these Rules and Regulations or the Airport Minimum Standards, a Notice of Violation shall be issued to FBO operator specifying the nature of the violation, the intent to terminate the Operating Permit if the violation is not corrected, and the procedures for requesting a hearing pursuant to Section 1.80 of these Rules and Regulations.

9. SPECIAL USE OPERATIONS

9.10 – General

This section provides for the monitoring and regulation of special use operations on the Airport. Specific uses are addressed and appropriate operations procedures are identified. Some procedures may deviate from criteria established elsewhere in these Rules and Regulations. These provisions, however, shall prevail for the specified operation.

9.20 – Ultralight Operations

9.21 – Introduction/Applicability

- (a) This section applies to Ultralight Aircraft, as defined in FAR Part 103.1, including weight, flight speeds, fuel capacities, and required equipment and limitations. Only those aircraft meeting the prescribed design criteria may be operated under the provisions contained herein.
- (b) This section applies to the pilot or operator of the ultralight aircraft, as identified and defined in FAR Part 103.7, and other relevant parts, as applicable.
- (c) This section incorporates all applicable portions of Federal Air Regulations, Advisory Circulars, and similar guidelines, specifically, applicable portions of FAR Parts 61, 91, & 103; by reference, as though they were fully written and included herein.
- (d) The requirements of this section shall not apply to transient ultralight aircrafts.
- (e) This section shall not apply to aircraft and/or pilots that are registered with the FAA and possess a valid pilot's certificate and aircraft airworthiness certificate, as provided for in those applicable parts of Federal Air Regulation.

9.22 – Registration

- (b) All ultralight aircraft based at or operated routinely from the Airport shall be registered in the Airport office on the prescribed form.
- (c) All ultralight aircraft which operate from the Airport shall be registered with a national organization, recognized by the FAA, such as the Experimental Aircraft Association (EAA), the United States Ultralight Association (USUA), or similar organization.
- (d) All operators (pilots) of ultralight aircraft must possess valid pilot ratings issued by the national organization appropriate for their operation.
- (e) Proof of all required registration and rating information must be presented to the Airport Director for approval, and copies thereof must remain on file in the Airport office.
- (f) Any changes in aircraft ownership, registration, or rating information must be provided to the Airport office within ten (10) days.
- (g) Insurance is required for all ultralight operations on the Airport. The ultralight operator/owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and volunteers from any and all loss, damage, and liability for claims and/or damages, including attorney's fees and other

costs of defense incurred by the County, whether for damages to or loss of property, or injury to or death of any person or entity, including the owners or operators and their officers, agents, employees, heirs and assigns, which shall in any way arise out of or be connected with ultralight operations. To this end, the ultralight operator/owner shall secure and maintain, during the term of this agreement certain insurance for each ultralight that shall protect the County in such manner and amounts as set forth below:

- (v.) The carrier must have a Best's rating of A-VII or better.
- (vi.) The policy limit shall be three hundred thousand (\$300,000) dollars per person per occurrence for bodily injury and five hundred thousand (\$500,000) dollars property damage per occurrence, and one-million (\$1,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an additional insured. Said endorsement shall be executed by a representative authorized to issue same.
- (vii.) The insurance coverage shall be primary insurance, as respects to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the ultralight operator/owner's insurance and shall not contribute with it.
- (viii.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (v.) Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

9.23 – Waivers and Exemptions

- (a) As provided in FAR Part 103.1(a), the Ultralight Aircraft used or intended to be used for manned operation in the air by a single occupant. Except as specified in an appropriate waiver or exemption letter, no person may operate an ultralight with more than one occupant. Any operation under a waiver or exemption letter must be done so in strict compliance to all provisions contained therein.
- (b) Each waiver or exemption letter required under this part shall be presented to the Airport Director for review and a copy of same shall be maintained on file in the Airport office.
- (c) Insurance coverage required in Section 9.22(f), above, shall specify and provide coverage for the appropriate exempted operation identified in the exemption letter.
- (d) Flight Instruction/Training is a commercial activity and shall be conducted only in full compliance with the requirements in the Airport's Minimum Standards for Aeronautical Activities, and other applicable provisions of Airport Regulations and FAR's.

9.24 – Agreement

- (a) Each person who operates an ultralight on or from the Airport under the provisions of this regulation shall first complete a verbal orientation and briefing on all applicable requirements and operations procedures with the Airport Director.
- (b) Each person who operates an ultralight on or from the Oconee County Regional Airport under the provisions of this regulation shall agree, in writing, to comply with and abide by all provisions contained herein and all regulations, advisory circulars, exemptions, ordinances, and other documents attached hereto, or otherwise incorporated herein. Failure to comply may result in the revocation of the person's privilege to operate an ultralight on or from the Airport.

9.25 – Airport Access

- (a) Access and use of designated Common-Use areas of the Airport is granted to authorized Ultralight users operating under the provisions of this section.
- (b) Operation on these Common-Use areas is restricted to only those sections of taxiway necessary to access the runway and other pertinent Airport facilities, and the portion of the grassy area north of runway 7-25 to be used by ultralight and tailwheel aircraft.
- (c) Access to the airside of the Airport is granted through security gates and other Airport security provisions by the route approved by the Airport Manager.
- (d) Only the ultralight aircraft and its pilot are allowed beyond (north of) the terminal apron. Family, spectators, and private vehicles are not allowed on runways, taxiways, or their adjacent safety areas. All observers/spectators must remain in designated spectator areas, except by authorization of the Airport Director.

9.26 – Flight Operations

- (a) FAR Part 103.15 states no person shall operate an ultralight aircraft over any congested area of a city, town, or settlement, or any open air assembly of persons.
- (b) FAR Part 103.11(a) states no person may operate an ultralight aircraft except between the hours of sunrise and sunset.
- (c) FAR Part 103.23 identifies the flight visibility and cloud clearance requirements for operation of an ultralight.
- (d) Oconee County Regional Airport underlies Class E airspace. The appropriate ATC authority for Oconee County Airport is Greer Approach Air Traffic Control.
- (e) At any time the prevailing wind at the Airport exceeds the limitations of the ultralight, then such ultralight operations are prohibited and shall cease.
- (f) No ultralight aircraft shall operate within one (1) nautical mile of the Airport EXCEPT for the purpose of take-off or landing.
- (g) Ultralight takeoffs and landings are prohibited on the paved surface of Runway 7-25, Taxiways A, A1, A2, A3, A4, A5, A6, and all aprons and

taxilanes. Ultralights should cross Runway 7-25 as expeditiously as possible on a path perpendicular to the runway centerline.

- (h) All take-offs and landings shall be conducted as follows:
- (i.) **No Take-offs and Landings shall be attempted when another aircraft is taking off or landing on the paved runway in use. No Take-offs and Landings shall be attempted when another aircraft is on final to the runway in use (within 3 nautical miles).**
 - (ii.) All TAKE-OFFS shall commence from the grassy area north of Runway 7-25.
 - (iii.) After take-off, the ultralight shall turn north to a downwind heading, remaining north of the Airport facility at all times.
 - (iv.) The ultralight shall then depart the Airport area to the north, REMAINING clear of Runway 7 and 25 final approach paths and remaining clear of Eagle Ridge Airport 1 mile northwest.
 - (v.) LANDING ultralights shall approach the Airport from the NORTH, at or below 500 feet AGL, and remain clear of the Runways 7 and 25 final approach paths and Eagle Ridge Airport.
 - (vi.) Landing ultralights: Runway 7: ENTER the pattern on a LEFT BASE remaining INSIDE (east) of Shiloh Road. Runway 25: ENTER the pattern on a RIGHT BASE remaining INSIDE (west) of Seneca Creek Road.
 - (vii.) Landing ultralights shall YIELD to any final approach traffic by CIRCLING to the north, at or below 500 feet AGL, to re-enter the base leg for the runway in use.
 - (viii.) Touchdown as close as practical to the center of the grassy area north of the paved runway, announce intentions to cross runway prior to taxi back and exit the Runway at Taxiway "A3."
 - (ix.) No ultralight shall fly across the centerline of Runway 7-25, or extended centerline, within one mile of the Airport.

9.27 – Radio Communications

- (a) All radio equipped Ultralights operating in the Airport traffic pattern should maintain constant two-way radio communications on the CTAF frequency (122.7).
- (b) At the appropriate time, position reports should be broadcast similar to the following:
 - (i.) *"... Ultralight departing Runway XX, downwind departure, north of Oconee County Airport..."*
 - (ii.) *"... Ultralight clear of the airport traffic pattern, to the north..."*
 - (iii.) *"... Ultralight inbound from the north for left (right) base entry to Runway 7 (25), 500 feet AGL "*
 - (iv.) *"... Ultralight on left (right) base for Runway 7 (25), landing in the grass ..."*

(v.) "... Ultralight on final for Runway 7 (25), landing in the grass..."

(vi.) "... Ultralight clear of Runway 7-25..."

9.28 – Other Regulations

Except as provided within this section, all other applicable provisions of these regulations shall apply to and remain in effect for all operations of Ultralight Vehicles on the Airport or within the Airport Traffic Pattern.

9.30 – Parachute Operations

9.31 – County Authorization

No person shall conduct parachute operations on or about the Airport without first obtaining authorization from the Airport Director, in accordance with the Airport Minimum Standards and these Rules and Regulations.

9.32 – Drop Zone

No person shall jump into the Airport, except into an established drop zone or target area, as established by the Airport Director. All parachute landings shall be made only on the designated drop zone. Deliberate parachute landings on areas other than the designated drop zone (i.e. the runway or taxiways and adjacent areas) are not authorized unless special permission has been granted in advance by the Airport Director. Permission to land outside the drop zone shall be limited to a specific time period, as granted by the Airport Director.

9.33 – Parachuting Safety Notifications

No person shall operate an aircraft carrying jumpers or allow said jumpers to exit their aircraft without first assuring that all necessary notifications, as required by FARs, are complied with. Said notification shall include at least, but may not be limited to, the prior filing of a Notice to Airman (NOTAM) with the appropriate Flight Service Station, the inflight coordinating with the appropriate Air Route Traffic Control Center, and the required advisories on the Airport Common Traffic Advisory Frequency (CTAF), 122.7 MHz.

9.34 – Parachute Jump Notification to Airport

No person acting as pilot of a jump aircraft dropping parachutists onto the Airport shall allow jumpers to exit the jump aircraft without giving advance notice to Airport staff of the proposed jump operation.

9.35 – Parachute Safety Observer

No person shall conduct a parachute operation of any kind without first ensuring that a qualified parachute safety observer is in place during the proposed skydiving operation. Said observer shall ensure that on-duty Airport staff and all aircraft are adequately informed of the parachute jump by announcing to the Airport traffic on the CTAF (122.7 MHz), and identifying the location of the descending jumper(s) to affected traffic as necessary.

9.46 – Cloud Cover

No person, acting as pilot-in-command of a jump aircraft, shall operate said aircraft so as to climb above a published cloud cover (ceiling), as defined by FAR's (broken or

overcast ceiling), and/or allow skydivers to exit said aircraft over the Airport above the cloud cover so that jumpers will fall through or in close proximity to clouds on their descent to the Airport, below.

9.47 – Commercial Skydiving

No person shall operate a commercial skydiving business on the Airport unless that person has complied with all requirements, as applicable, contained in the Airport Minimum Standards.

9.50 – Aerial Application Operations - Agriculture

No person shall base or conduct aerial application (crop dusting) from the Airport unless that person has been issued appropriate licenses and permits, and the subject operation has been coordinated with and approved by the Airport Director in writing.

9.51 – Ground Access

Aerial Applicator ground support equipment shall access the Airport and establish support operations only as designated by the Airport Director. No vehicle shall operate on any runway or taxiway.

10. AIRPORT OPERATING PERMITS

10.10 – General

No person shall offer aeronautical services or conduct another business activity on the Airport without first obtaining the required licenses and permits, as outlined in Section 8.21 of these Rules and Regulations, the Airport Minimum Standards, and as may be required by federal, state, and local law.

10.15 – Non-Compliance

Failure to comply with any of the provisions of this section shall be considered a violation of Airport Rules and Regulations and, in addition to any other penalties, shall constitute a public nuisance and grounds for termination of the offending operation and removal from the Airport of all involved persons, entities, and property. Those persons found to be in violation of any of the provisions of these Rules and Regulations may be cited and prosecuted.

10.20 – Use Permit

No Aeronautical Services may be established on the Airport without first obtaining the review of the Aeronautics Commission and Council. Land uses shall comply with requirements of the County's Zoning and Airport Master Plan documents including applicable provisions calling for use permits and/or development plans. In all instances, Airport business users shall obtain an Airport operating permit and comply with applicable laws, ordinances, codes, rules and regulations, and minimum standards.

10.30 – Airport Operating Permit

No person shall provide any Aeronautical Services on the Airport without first obtaining an Airport Operating Permit. Said permit shall be issued by the Airport Director, after receiving comment from the Airport Director and the Aeronautics Commission, as required.

10.11 – Application

Each person proposing to apply for an Airport Operating Permit shall submit application to the County, in writing, via the Airport Director, substantially as outlined in the Airport Minimum Standards requirements for such application.

10.42 – Evaluation

Applications for an Airport Operating Permit shall be evaluated as provided in these Rules and Regulations and the Airport Minimum Standards on the basis of compatibility with other and neighboring uses and activities on the Airport. Applications shall also be reviewed to determine consistency with established Airport policies as outlined in this Rules and Regulations Document. The requirements of this section may be met in the form of an Airport Property Lease, if issued or required, for the development of adequate facilities to conduct the proposed business.

10.43 – Fees

The applicant shall pay operating fees, as established in the adopted Airport Fee Schedule referenced in these Airport Rules and Regulations and available from the

Airport Director.

10.44 – Liability Exposure

No application shall be approved which unduly creates additional hazard or liability exposure to the public, the Airport, or Oconee County.

10.45 – Liability Insurance

Each applicant for an Airport Operating Permit shall provide and continue to maintain adequate commercial general liability insurance in a form and by an underwriter acceptable to the County, to those minimum limits as specified by law and Oconee County. Each policy covering operations on the Airport shall name "Oconee County" as additional primary insured and shall protect the County in such manner and amounts as set forth below:

- (i.) The carrier must have a Best's rating of A-VII or better.
- (ii.) The policy limit shall be one million (\$1,000,000) dollars per person per occurrence for bodily injury and one million (\$1,000,000) dollars property damage per occurrence, and three million (\$3,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an "additional insured." Said endorsement shall be executed by a representative authorized to issue same.
- (iii.) The insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the operator/owner's insurance and shall not contribute with it.
- (iv.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- (v.) Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

10.47 – Public Protection

Each applicant for an Airport Operating Permit who proposes to conduct members of the public on the Airport operating areas, and on or near aircraft, shall provide, to the satisfaction of the Airport Director, a written procedure which provides for the safe and efficient handling of the public in these areas and which does not create undue hazard to the public or those aircraft operating within the proposed areas.

10.48 – Renewal

Each Airport Operating Permit shall be valid for a period of one (1) year from its date of issue. Renewal may be made by County Staff without formal application request by applicant. The Airport Director shall, however, review each operating Permit at the time of renewal to assure full compliance with Airport Regulations, the terms of the permit, and any change in the scope of operation which would dictate a modification to

the permit, itself. Said permit shall be modified as necessary at the time of its renewal.

10.50 – Special Events

No person or organization shall hold or cause to be held any special event or gathering at the Airport, utilizing Airport facilities, involving the assembly of more than ten (10) aircraft and/or thirty (30) people, outside of normal prescribed Airport operations, without first obtaining an Airport Special Event Permit from the Airport Director. This permit shall define the conditions and areas under which the event may take place and the provisions and responsibilities of the organizing party. The event shall take place only so long as the conditions of the permit are met. Any violation or deviation from said permit/provisions shall constitute grounds for termination of the event. It shall be the responsibility of the Airport Director to assure all terms and conditions are met and the public health, safety, and welfare with respects to the specific operation are maintained.

10.51 – Application

An applicant for an Airport Special Event Permit shall submit an application to the Airport Director on a form approved by the County. Such application shall include the name and address of the sponsoring organization, those principal persons involved, the scope and extent of the proposed event, and the number of persons and/or aircraft anticipated to attend.

10.52 – Evaluation

Applications for an Airport Special Event Permit shall be evaluated on the basis of relative merit, compatibility with Airport operations, anticipated benefit to the Airport, the Public, and the County of Oconee, and the conformity with allowed uses on County and Airport property.

10.53 – Fees

The fees charged for an Airport Special Event Permit shall be in accordance with those fees specified in the current Airport Users Fee Schedule. The fees charged shall also reflect any additional Airport staff time or services which may be required for the event.

10.54 – Liability Exposure

No application for an Airport Special Event Permit shall be approved which unduly creates additional hazard(s) or liability exposure to the public, the Airport, or Oconee County.

10.55 – Liability Insurance Requirement

Each applicant for an Airport Special Event Permit shall provide adequate liability insurance in a form and by an underwriter acceptable to the County, to those minimum limits as specified by the County for the event. Such insurance shall remain in effect during that period of time of the event as specified in the Special Event Permit. Each policy covering a special event on the Airport shall name "Oconee County" as an additional primary insured without offset to the County's own liability insurance.

10.56 – Alcoholic Beverages

No alcoholic beverage shall be served on Airport premises in conjunction with any special event allowed under the provisions of this section. Deviations from this provision require special permission of the Council and a permit issued by the South Carolina State Alcoholic Beverage Control Department. The appropriate County Alcohol Permit request shall be completed and adequate event insurance shall be secured.

10.58 – Special Event Crowd Control/Operations

Each applicant for an Airport Special Event Permit who proposes to involve more than one-hundred (100) persons outside of normal Airport Operations for said event shall submit a Crowd Control/Event Operations Plan to the Airport Director for review and approval. Such plan shall include but not be limited to provisions for the following issues as pertains to the proposed event.

- (a) Transient (Spectator) Aircraft Parking
- (b) Participant Aircraft Parking
- (c) Static Display Area
- (d) Spectator Area
- (e) Concession Areas
- (f) Public Accommodations (Restrooms, First Aid, etc.)
- (g) Ground Handling of Aircraft and Vehicles
- (h) Personnel Training and Coordination
- (i) Public Address and Communication
- (j) Volunteer coordination

10.59 – Event Notification

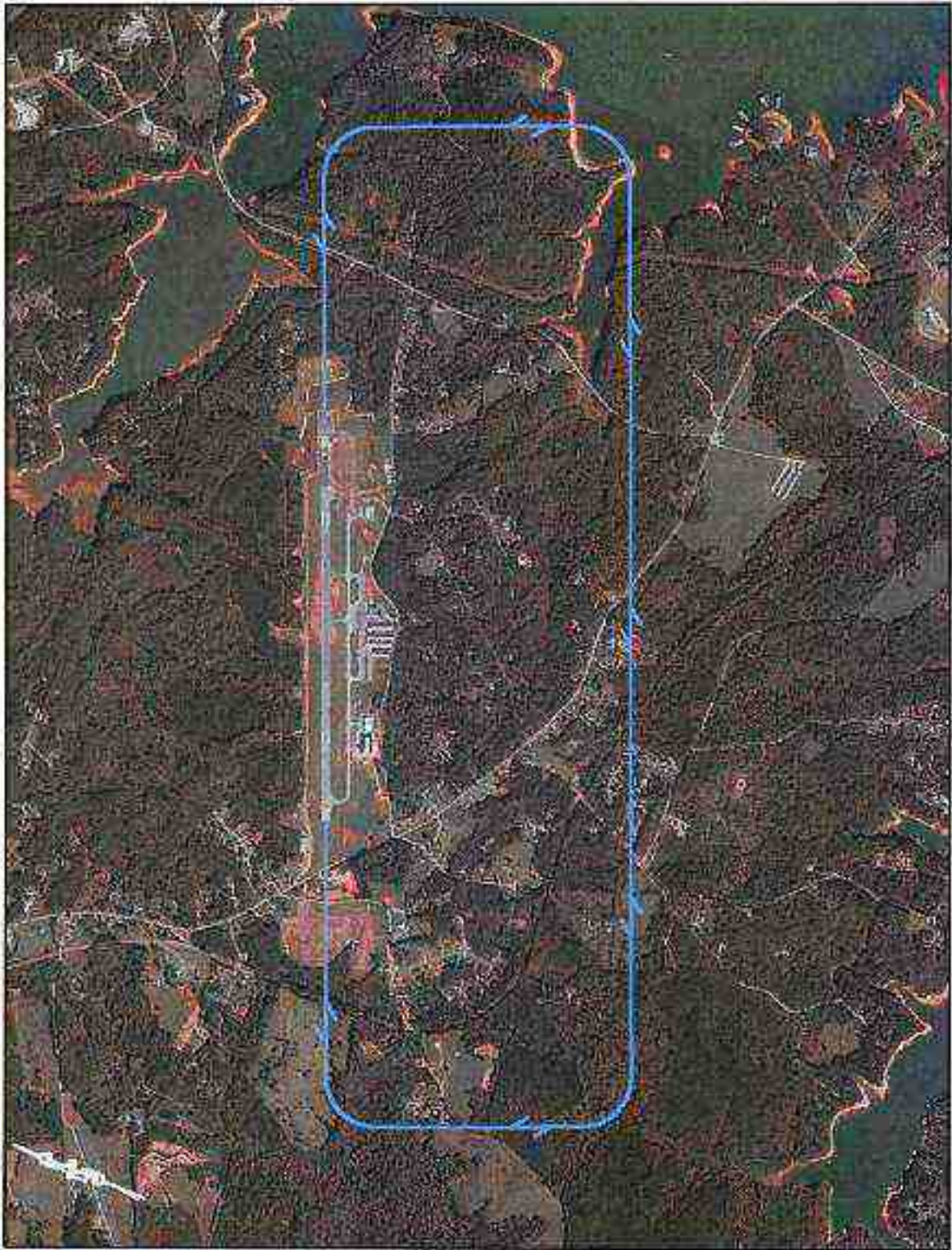
All licenses, permits, waivers, and certificates required herein shall be applied for a minimum of thirty (30) days prior to the proposed event. Said documents shall be completed and submitted for final review and approval by the County via the Airport Director no less than fifteen (15) days prior to the date of the proposed event. In cases where the required permit requires additional time to process, then the applicant shall submit application with enough time to provide for completion fifteen (15) days prior to the event.

10.60 – Waivers


The Airport Director may waive, approve, or require additional information or provision for any of the elements above, based upon the scope of the proposed event.

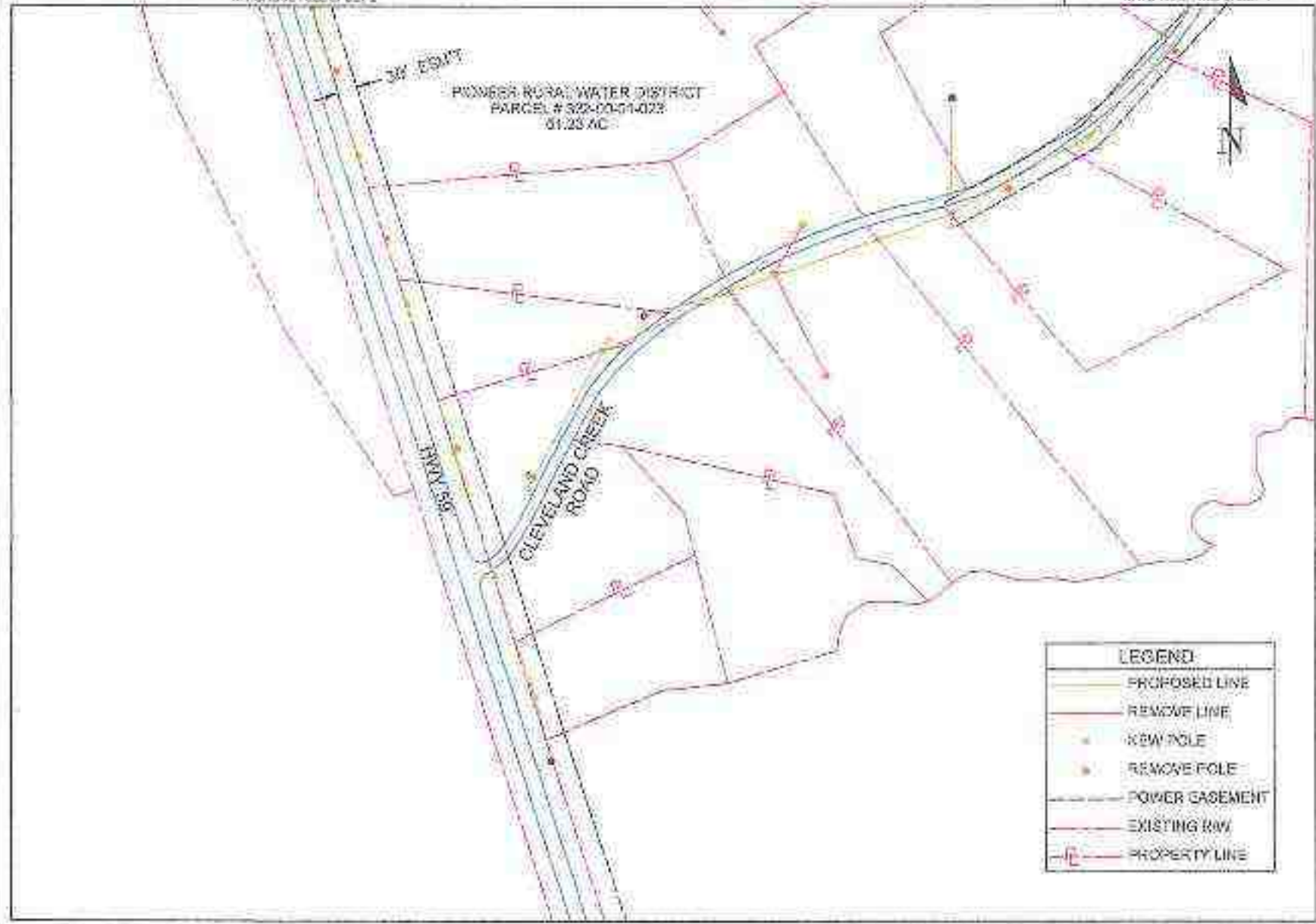
EXHIBITS

Exhibit A – Oconee County Regional Airport Traffic Patterns





 <p>MILLINE ENGINEERING A BUS COMPANY</p>	DRAWING: 0 200 000 STANDARD: 45K02 DATE: 04/10/05 SCALE: 1"=100'	REV. A: DATE: 03/28/05 DESCRIPTION:	PROJECT NUMBER: 041002-005	SHEET NUMBER: 002/002
	GOLDEN CORNER SUBSTATION - EXHIBIT "A" BLUE RIDGE ELECTRIC COOPERATIVE FAIR PLAY, SOUTH CAROLINA			



DRAWN BY	DATE	DESCRIPTION
J. SCAGG		

GOLDEN CORNER SUBSTATION - EXHIBIT "A"
 BLUE RIDGE ELECTRIC COOPERATIVE
 FAIR PLAY, SOUTH CAROLINA

PROJECT NUMBER	SHEET NUMBER
47035-101	1 OF 2

3500 C&W-REC SHEETS

3500 C&W-REC SHEETS



PIONEER COUNTY
PARCEL # 030-003-000
390.07 AC

PROPOSED
PIONEER WATER
TREATMENT
PLANT

MALLARD B & DAVIS H CORRS
PARCEL # 037-004-015
3.02 AC

CLEVELAND CREEK
ROAD

PIONEER RURAL WATER DISTRICT
PARCEL # 030-001-420
81.23 AC

30' EASEMENT

PMV 09

LEGEND	
	PROPOSED LINE
	REMOVE LINE
	NEW POLE
	REMOVE POLE
	POWER EASEMENT
	EXISTING R/W
	PROPERTY LINE

3500 C&W-REC SHEETS



DESIGNED BY: J. STUBBS
 DRAWN BY: J. STUBBS
 DATE: 10/20/11
 SCALE: 1"=30'

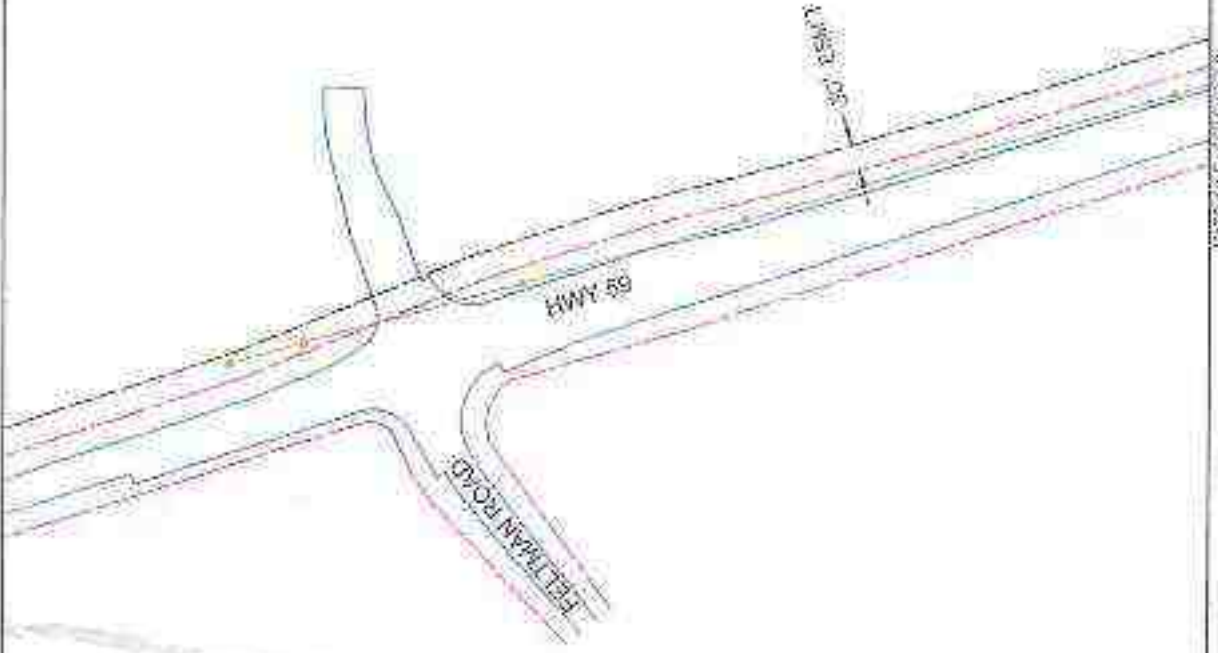
REV. DATE DESCRIPTION

GOLDEN CORNER SUBSTATION - EXHIBIT "A"
 BLUE RIDGE ELECTRIC COOPERATIVE
 FAIR PLAY, SOUTH CAROLINA

PROJECT NUMBER: 1002-104
 SHEET NUMBER: 005










DOUGHERTY COUNTY
 PARCEL # 233-23-01-000
 980.17 AC

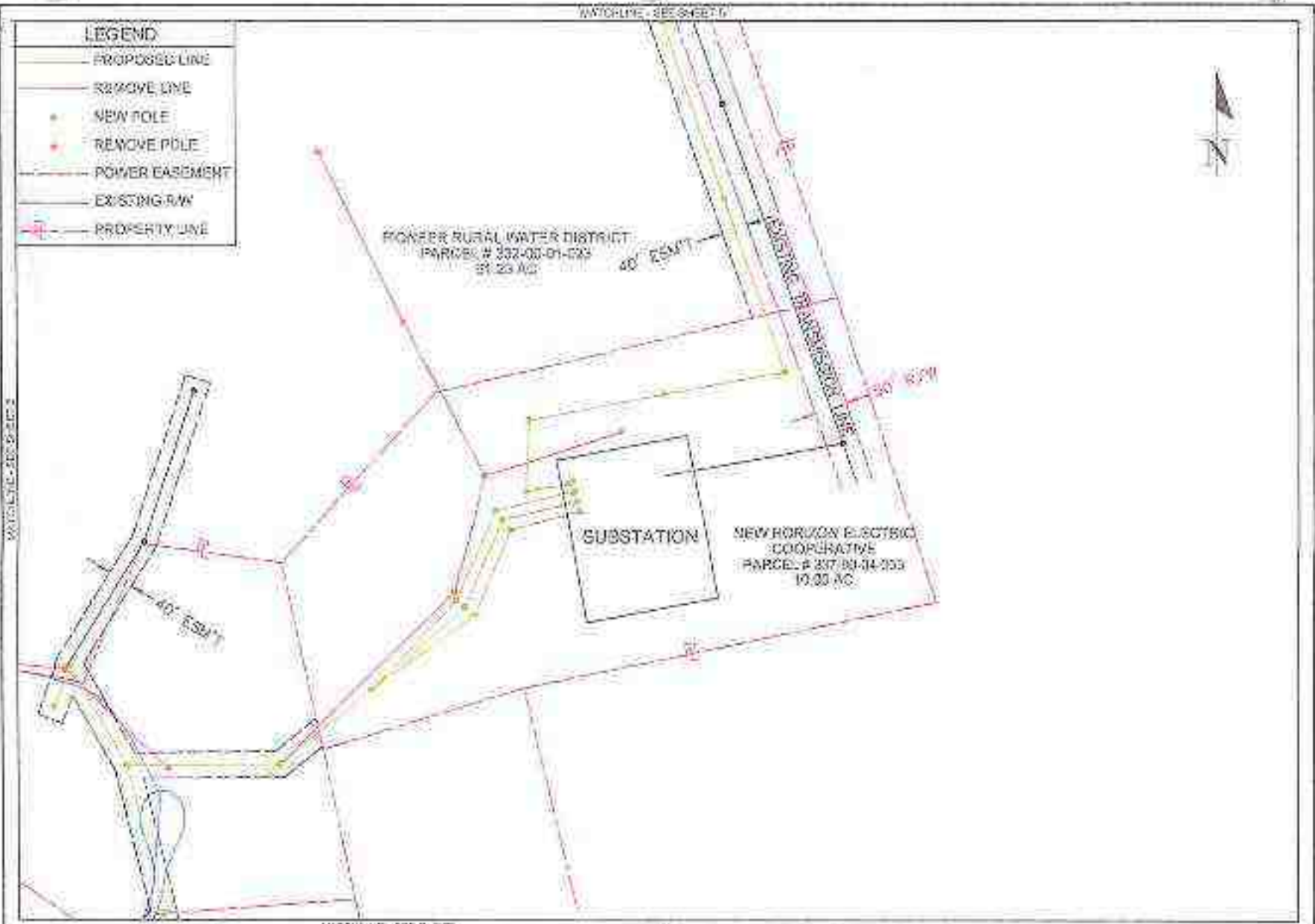


LEGEND	
	PROPOSED LINE
	REMOVE LINE
	NEW POLE
	REMOVE POLE
	POWER EASEMENT
	EXISTING ROW
	PROPERTY LINE

 MILLER ENGINEERING & CONSULTING 4000 Clooney	DRAWN BY: G. BLOOM STAGE BY: P. SZANE DATE: 01/15/15 SCALE: 1"=200'	REV. # DATE DESCRIPTION	PROJECT NUMBER: -49235-101	SHEET NUMBER: 3 OF 5
	GOLDEN CORNER SUBSTATION - EXHIBIT "A" BLUE RIDGE ELECTRIC COOPERATIVE FAIR PLAY, SOUTH CAROLINA			

LEGEND








-  PROPOSED LINE
-  REMOVE LINE
-  NEW POLE
-  REMOVE POLE
-  POWER BASEMENT
-  EXISTING R/W
-  PROPERTY LINE

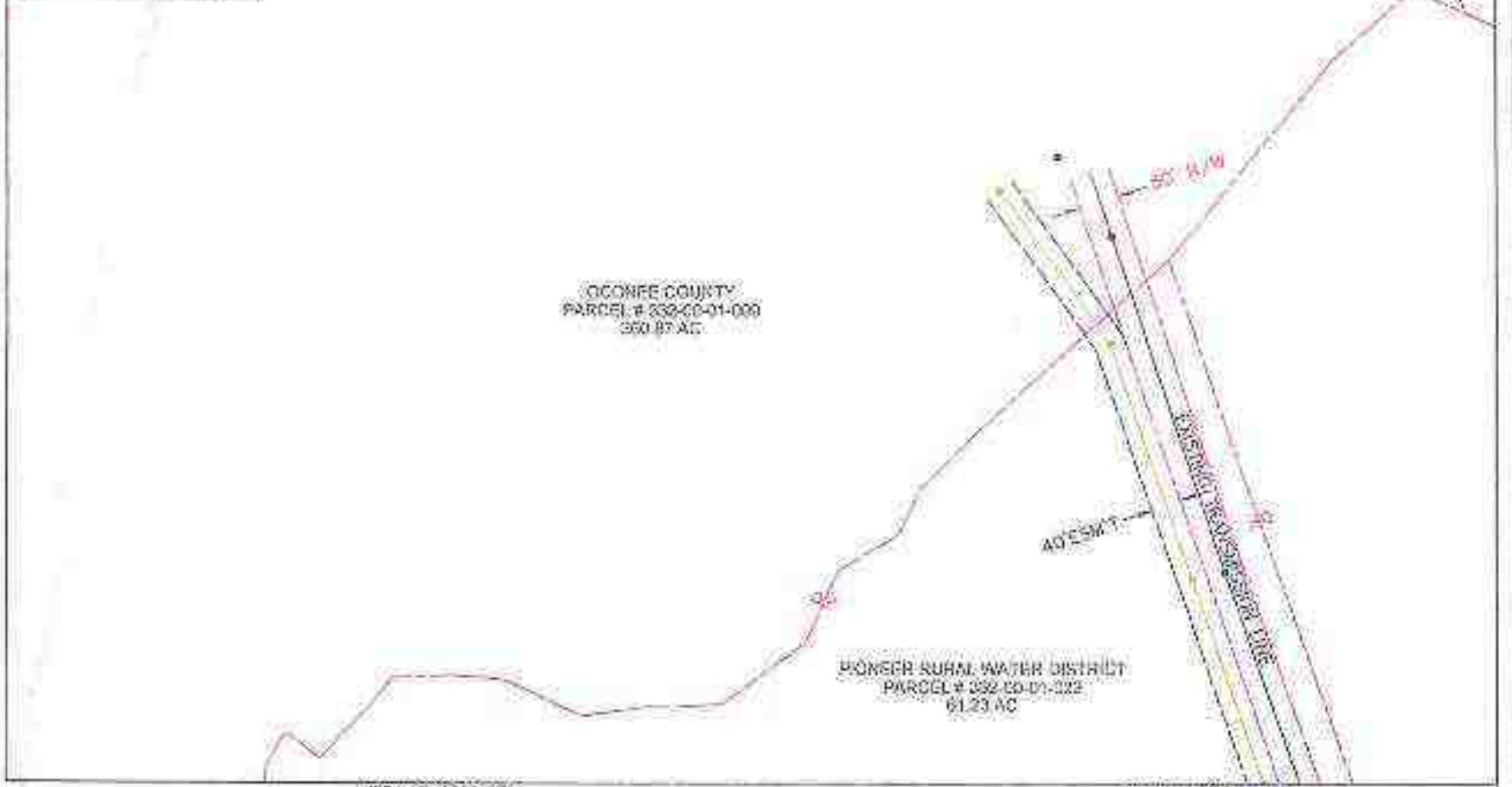


DRAWN BY: D. STOKER	CHK. A.	DATE:	DESCRIPTION:
DESIGNED BY: J. NEASE			
DATE: 07/10/10			
SCALE: 1"=20'			

GOLDEN CORNER SUBSTATION - EXHIBIT "A"
 BLUE RIDGE ELECTRIC COOPERATIVE
 FAIR PLAY, SOUTH CAROLINA

PROJECT NUMBER:	DRAWING NUMBER:
0908051	4023

LEGEND	
	PROPOSED LINE
	REMOVE LINE
	NEW POLE
	REMOVE POLE
	POWER EASEMENT
	EXISTING R/W
	PROPERTY LINE



MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4



DRAWN BY	REV. #	DATE	DESCRIPTION
E. STOKER			
STAMPED BY			
J. BENSE			
DATE PLOTTED			
SCALE			
1:1000			

GOLDEN CORNER SUBSTATION - EXHIBIT "A"
 BLUE RIDGE ELECTRIC COOPERATIVE
 FAIR PLAY, SOUTH CAROLINA

PROJECT NUMBER	SHEET NUMBER
4834/11	1 OF 4

STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2016-32

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION ALONG HIGHWAY 59, NEAR THE INTERSECTION OF HIGHWAY 59 AND FELTMAN ROAD ADJACENT TO THE GOLDEN CORNER COMMERCE PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of a parcel of land situate in Oconee County and designated by TMS number 332-00-01-009, known as the Golden Corner Commerce Park ("County Property");

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("BREC") wishes to acquire from the County, and the County wishes to grant to BREC, certain easement rights for, generally and without limitation, the construction, reconstruction, location, relocation, operation, maintenance, alteration, and repair of such poles, structures, overhead or underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures or anchors, for the purpose of distributing electricity by one or more circuits, on, over, and/or through the County Property;

WHEREAS, the form, terms and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("County Council"), copies of which are attached hereto as Exhibit "A," are acceptable to the County Council for the purpose of giving effect to the easement rights sought by BREC; and

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina, 1976, as amended, (the "Code") authorizes the County to transfer or otherwise dispose of interests in real property:

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

1. Council hereby approves the Easement Agreement;
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit "A," or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel to the County, such Administrator's approval to be deemed given by his execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Agreement in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination

shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, ordinances, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by the County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, Chair, County Council
Oconee County, South Carolina

ATTEST:

Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: February 7, 2017
Second Reading: February 21, 2017
Third Reading:
Public Hearing:

EXHIBIT A

S/O # _____
ACCT # _____
JOB # 108970
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA)

Map No. 433-70-002

COUNTY OF OCONEE)

Tax Map: 332-00-01-009

KNOW ALL MEN BY THESE PRESENTS, that Oconee County and its successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter referred to as the "Cooperative"), the receipt of which is hereby acknowledged, does hereby grant unto the Cooperative, its successors, lessees, and assigns the perpetual right, privilege, and easement, subject to the terms set forth, and the privileges specifically retained and reserved, herein by Grantor:

1. To go upon the tract of land of the Grantor, containing 360.87 acres, more or less, known as the Golden Corner Commerce Park, Highway 59, Oconee County, South Carolina being as generally depicted on "Exhibit A," attached hereto and incorporated herein by reference (the "Property").
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under, and through said land, within the easement strip such poles structures, overhead and underground wires, and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors that must be located outside of the easement strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof. The referenced easement strip is shown "Exhibit B" attached hereto and incorporated herein, and includes only such portions of Exhibit "B" as depict the Property, and shall be referred to hereinafter as the "Easement Premises."

The Easement Premises are further defined to include: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;

3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof.

4. To enter upon said property to make such changes, alterations, and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient.
5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery, and undergrowth along said lines, facilities, or structures for a space of up to the right-of-way widths listed in Item 2.
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak, or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions: Construction of new multi-phase wood pole power line along the east side road frontage of Highway 59 heading north to existing multi-phase line near the intersection of Highway 59 and Feltman Road. Installation of new pole, guying, and conductors near southeast corner of Property. See Exhibit "B."

The parties further mutually agree as follows:

1. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
2. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges, or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
3. Cooperative shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or

S/O # _____
ACCT # _____
JOB # 108970
DATE _____

ADDENDUM TO ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA)

Map No. 433-70-002

COUNTY OF OCONEE)

Tax Map: 332-00-01-009

This agreement is hereby entered into this ____ day of _____ between Oconee County, South Carolina, hereinafter referred to as "County," and Blue Ridge Electric Cooperative, hereinafter referred to as "Blue Ridge" or "Cooperative," to set forth additional terms and conditions of the Electric Line Right-Of-Way Easement granted this day to Blue Ridge by County.

WITNESSETH

It is agreed by and between the parties that the foregoing shall be, in addition to the terms and conditions set forth in the underlying easement, subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during the times Cooperative's employees or agents are physically present and conducting activities permitted under this Agreement.
5. The easement granted shall be perpetual and run with the land except that it shall automatically terminate should the Cooperative, or any of its successors or assigns cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2016-42**

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT GOGGLES PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Goggles (the "Company") has requested the County to participate in executing a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a distribution facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying fee in lieu of tax investment by the end of the fifth (5th) year following the year of execution of the Fee Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of ten percent (10%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term of ten (10) years (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$2,500,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment, which investment will be maintained for not less than ten (10) years.

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has determined to enter into and execute a Fee Agreement and does by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the SSC; and

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

WHEREAS, the Company will locate the Project within an existing or to-be-created multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

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

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a distribution facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparati, and equipment, all as a part of the Project to be utilized for the purpose of expanding its distribution facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of ten percent (10%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years provided the Company agrees to invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the Fee Agreement; and the County agrees to employ commercially reasonable efforts to place the Project property in the Park.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Fee Agreement attached hereto as Exhibit "A" are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form as Exhibit "A" now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chair of the County Council and/or the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this ___ day of _____, 2017

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Edda Cammick, Chairwoman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina

First Reading: December 20, 2016
Second Reading: February 21, 2017
Public Hearing:
Third Reading:

2016-42

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2017

ITEM TITLE:

Title: Two (2) 2017 Ford Police Interceptor SUV's

Department: Sheriff's Office

Amount: \$55,126.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2016-2017 budget process.

Finance Approval: _____

Budget: \$62,496

Project Cost: \$55,126

Balance: \$7,370

BACKGROUND DESCRIPTION:

The School District of Oconee County provided funds (\$62,496.00) to purchase Two Police Interceptor SUV's for the Sheriff's Office Elementary School Resource Officers. Vic Bailey Ford of Spartanburg, SC, is the SC State Contract vendor for these SUV's. The new vehicles will be an addition to the Sheriff's fleet. The Fleet Maintenance Director also approves this purchase.

ATTACHMENT(S):

1. Spreadsheet showing Options added or deleted
2. State Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of two 2017 Ford Police Interceptor SUV's to Vic Bailey Ford, Spartanburg, SC, in the amount of \$55,126.00, per State Contract # 4400011999.

Submitted or Prepared By: _____
Robyn Courtright, Procurement Director

Approved for Submittal to Council: _____
T. Scott Moulder, County Administrator

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

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

VIC BAILEY FORD

2017 FORD POLICE INTERCEPTOR SUV ALL WHEEL DRIVE

**Truck, 4x2 Utility (SUV), Intermediate Size, 4 Door, All Wheel Drive,
Pursuit Package, Flex-Fuel**

Contract #: 4400011999

Standard Equipment Included:

3.7L V-6 Engine	Power Steering
Automatic Transmission	Power Brakes
A/C	Power Windows and Door Locks
AM/ FM Radio	Cloth Front Bucket Seats w/ Cloth Rear Bench Seat
Remote Keyless Entry	Carpeted Floor Covering
Cruise Control	Driver's Side Spotlight

SC STATE CONTRACT PRICE: \$26,843.00

Additional Available Options

Delete Full Wheel Covers	-\$45.00 (Deduct)
Delete Interior Upgrade Package	-\$184.00 (Deduct)
Pre-Wiring for Grille L ₂ Highly Recommended	\$54.00
SYNC Basic - Hands Free Voice A Highly Recommended	\$308.00
Reverse Sensing Syst ₂ Highly Recommended	\$287.00
	\$27,263.00
	\$300.00
Total per unit	\$27,563.00

Grand Total for 2 units \$55,126.00

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

<u>Contract Number:</u>	4400011999	<u>Contractor:</u>	Vic Bailey Ford
<u>Initial Contract Term:</u>	12/14/2015 - 10/31/2016	<u>Address:</u>	PO Box 3568, Spartanburg, SC 29304
<u>Contract Rollover Dates:</u>	11/1/2016 - 10/31/2017	<u>Vendor #:</u>	7000079092
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	David Vetter
<u>Model:</u>	Ford Police Interceptor SUV	<u>Email:</u>	dvetter@vicbaileyauto.com
<u>Commodity Code:</u>	07156	<u>Telephone:</u>	864-585-3600
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	864-594-6802

BASE PRICE \$26,843.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Optional Deductions

Not Available

Not Available

\$184.00

[Return to Index](#)



LEWIS E. BLANCHETT
AMERICAN LEGION POST 124
Walhalla, SC 29691

February 3, 2017

Mr. Scott Moulder
Oconee County Administrator
& County Council
Pine Street
Walhalla, SC

Dear Mr. Moulder & Council:

The purpose of this letter is to respectfully ask for your consideration of a request:

We are in the construction phase of the new Walhalla American Legion Post Home at 219 Kenneth Street in Walhalla. We are putting down a foundation now in preparation for a concrete pad. In this regard we are told that we will need approximately 500 tons of either #5 gravel or gravel dust. Therefore, we would like to ask if the county might help us with a donation in this regard. We will line up necessary vehicles for hauling purposes.

Once our building is completed a large segment of our veteran friends (organizations) such as the Fleet Reserve Branch, Disabled American Veterans, Combat Infantrymen's Association, Purple Heart Chapter, Vietnam Veterans of America Chapter, along with numerous Civic organizations will be afforded the opportunity to hold meetings in our building—making it truly a community center.

We will surely appreciate any consideration Oconee County might be able to afford us in this regard and would be available, at any time, to meet with appropriate county officials to try and answer any questions.

Respectfully,


Harold Walborn
Commander
Walhalla American Post #124
PO Box 1026
Walhalla, SC 29691

GRAVEL DUST = \$ 2,800

#5 GRAVEL = \$ 6,000



Date: 2/13/2017

Re: Sullivan Center / Old DHEC Building

To: Oconee / Amanda Brock

From: OneTone Telecom, Inc. / Scott Loggins

Description or Scope of work and /or services to be offered:

Quoting for a VOIP cloud based voice line and fax line. The voice line includes voice mail and unlimited local and long distance calling. The fax line is available in the traditional manner or fax to email type service. This quote includes the traditional fax pricing.

Site Information:

- Old DHEC building and site of the new Sullivan Center Clinic.

It is our understanding that this building was never connected via the FOCUS network. An active internet service is required to deliver the quoted services. I am not sure who the current provider of service is in the facility but OneTone would be glad to consider if one of the anchor institutes and provide the internet services under the County pricing. If so we would need to provide a second quote to complete the construction and monthly internet cost.

Non Recurring Fees/Equipment Cost:

- Router / VOIP Gateway	\$ 90.00
- Analog Fax Adaptor	110.00
Total	\$200.00

Recurring Monthly Fees:

- VOIP based Voice Line w unlimited local, LD calling and Voice Mail	\$ 25.00
- Fax Line	25.00
	\$ 50.00

Term: No annual contract


By signing below you are agreeing that you are an authorized signer and accepting all terms and financial responsibilities of the proposal.

Customer signature _____

OneTone Telecom, Inc. _____

Thank you and we appreciate your business.

OneTone Telecom, Inc.

 Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edna Cejka	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart			
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020	
							District I	District II	District III	District IV	District V	At Large	At Large	
Aeronautics Commission	2-282	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Merion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [1]	
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Dobbie Sewell [1]	Doug Hollifield [1]	Michael Marshall [1]	Ed Land [1]	Vicki Willoughby [1]	Kim Alexander [1]	Ray Blanton [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	OPEN	Shawn Johnson [1]	Janet Gorman [1]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	John Menzies [1]	Josh Lusk [1]	Charles Morgan [1]	
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Mike Willimon [2]	Harry Tollison [2]			
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Jason Davis [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]	
Destination Ocoee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyie [2]	Al Shadwick	Mathew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]	
PRT Commission (members up for reappointment due to critical stage)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Libby Imbody [1]; Tony Adams [1]; Janet Gorman [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]	
Library Board	4-9-35 / 18 1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P. 1, 15]; M. Jacobson [P. 1, 15]; W. Carter [2, 1, 15]			[P[1,17]]; L. Martin [P[1,17]; A. Suddeth [2]; C. Morrison [1,17]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	David Owensby	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson	
Anderson-Ocoee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Akey [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1, 17)														
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council, Mr. Scott Moulder, Administrator, Mr. Sammy Dickson							
Tan At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Rep: Bob Winchester, Minority Rep: Bennie Cunningham							Citizen
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[#] - denotes term. [1] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment. [2] denotes a member who has served two terms and less than one half of an additional term making them eligible for one additional appointment.

[SHADING * reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED

denotes reapp: Requested

Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

OCONEE COUNTY BOARD/COMMISSION/COMMITTEE
CANDIDATE LISTING

	DX	AT LARGE	REQUEST REAPPOINTMENT	AERONAUTICS	REGULATORY	PLANNING	AGRICULTURE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Donald, Tim	6	X					AG			August 2016
Lee, Gary	2						AG			July 2016
Hollifield, Douglas E.	2		X				AG			January 2017
Rochester, Matthew	2				BLOG					February 2017
Blanton, Rex	3	X	X				AG			February 2017
McKee, Marty	4		X			BZA				January 2017
Burts, William	4						AG			July 2016
Gambrell, Richard	4						AG			August 2016
Land, A. Ed	4		X				AG			January 2017
Menzies, W. John	5					BZA				July 2016
Murphy, Christine	5						AG			August 2016
Pope, Alan B.	5				BLOG					February 2017
Willoughby, Vickie M.	5						AG			February 2017
Whiten, Charles	6						AG			July 2016

Questionnaires are maintained on file for one year then removed from consideration unless updated by candidate.

Area of Interest (please check one or more)	Board/Commission Applicable to Interests
Regulatory	Building Codes Appeal Board
	Parks, Recreation & tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Conservation Bank Board [OCCB]
	Planning Commission
	Scenic Highway Committee
Education	Arts & Historical Commission
	Library Board

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2017-02**

**AN INDUCEMENT RESOLUTION BY OCONEE COUNTY,
SOUTH CAROLINA RELATING TO THE COUNTY'S
EXECUTION AND DELIVERY OF A SPECIAL SOURCE
CREDIT AGREEMENT WITH PROJECT ENTRY WITH
RESPECT TO A PROJECT IN THE COUNTY WHEREBY
THE PROJECT WOULD BE PROVIDED CERTAIN
SPECIAL SOURCE CREDITS; AND RELATED MATTERS**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into agreements with any qualifying industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through which powers the development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County is recruiting an investment in the County by Project Entry (the "Company"), for its facility to be used for student housing to be located in the County (the "Project");

WHEREAS, the Council, in order to induce the Company to locate the Project in the County, has been asked to commit to the Company that the Council will take certain actions and provide certain incentives, including entering into a Special Source Credit agreement ("SSC Agreement"), which will provide certain benefits to the Company, if the Company locates the Project in the County;

WHEREAS, the County and Pickens County, South Carolina ("Pickens County") have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), for the creation of a joint county industrial and business park (the "Park") pursuant to Section 4-1-170 of the Act, and the Project property is already in, or can be added to the Park (subject to the consent of any municipality within which the Project property is located), by an existing Park Agreement or a new Park Agreement, and the Company has requested the County to so include the Project site in the Park, in order to enable payment of the Infrastructure Credit, as described herein, and the County has agreed to do so, to the extent within its control; and

WHEREAS, the Company has requested the County to provide an infrastructure tax credit from the Company's payments in lieu of taxes for the Project in the Park (hereinafter referred to as the "Infrastructure Credit") pursuant to Section 4-1-175 of the Act for the purpose of defraying the cost of acquiring or enhancing the infrastructure for the Project, including the acquisition of improved real property; and

WHEREAS, the County agrees to provide a special source credit ("SSC") of thirty percent (30%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years provided the Company agrees to invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the year of execution of the SSC Agreement, which investment will be maintained for not less than ten (10) years

WHEREAS, the County has determined and found after considering all relevant factors and criteria as prescribed by law that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, keeping of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

NOW, THEREFORE, BE IT RESOLVED by the Oconee County Council that:

1. The County and Pickens County have entered into a Joint County Industrial and Business Park Agreement, as amended from time to time (the "Park Agreement"), for the creation of a joint county industrial and business park (the "Park") pursuant to Section 4-1-170 of the Act, and the Project property is already in, or can be added to the Park (subject to the consent of any municipality within which the Project property is located), by an existing Park Agreement or a new Park Agreement, and the Company has requested the County to so include the Project site in the Park, in order to enable payment of the Infrastructure Credit, as described herein, and the County has agreed to do so, to the extent within its control; and

2. The County agrees to provide an SSC of thirty percent (30%) of the Company's fee in lieu of tax liability for the Project in the Park for ten (10) years provided the Company agrees to invest not less than Sixty Million Dollars (\$60,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5th) year after the end of the tax year of execution of the SSC Agreement.

3. The provisions, terms and conditions of the SSC Agreement shall be prescribed and authorized by subsequent ordinance(s) of the Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

5. It is the intention of the Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the Act.

APPROVED AND ADOPTED IN A MEETING THIS _____ DAY OF FEBRUARY, 2017.

By: _____
Edda Cammick, Chair of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Katie D. Smith, Clerk to County Council
Oconee County, South Carolina




**Oconee County
Council**



Oconee County
Administrative Offices
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Walhalla, SC 29691

Amanda S. Brock
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Edda Cammick
Chairwoman
District I



Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing at 6 p.m., Tuesday, February 21, 2017 in Oconee County Council Chambers for **Ordinance 2017-04 AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE OCONEE COUNTY REGIONAL AIRPORT; AND OTHER MATTERS RELATED THERETO.**

From: [Amanda Brock](#)
To: patricia@psbitchoway.com
Cc: [Amanda Brock](#)
Subject: OC -- Public Hearing - Ord 2017-04
Date: Thursday, January 20, 2017 12:11:19 PM
Attachments: [OC -- Public Hearing - Ord 2017-04.docx](#)

Please run in the next edition of your publication.

.....LEGAL AD.....

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Thank You!
Amanda

SOLUTIONS:

(Immediate, short term, long term)

THORNS

Unpaid boat taxes	Letter to delegation; involve SCAC - Mr. Root communicating with SCAC, will draft letter
Dilapidated structure ordinance	"abandoned" dilapidated structures - research other county ordinances or create our own, complaint driven; need code enforcement
Waste Transfer Magistrate	Consider 2nd floor of city hall or fire station; Use remaining funds from county land station bonds - Mr. Moulder to revisit with city officials
Code planning, traffic flow	planning commission has the theory but not the skill set to develop codes. Need cost estimate to hire professionals; begin with traffic flow
Rural approval process	Rural roads need better standards; review current policy; refer to transportation committee
Gov't slow to act	Need specific examples before we can discuss how to correct
TCTC not meeting needs	Refer to QBEP; skills needed Diesel engine repair, Marine outboard repair, electric repair, industrial welding, ethics/conduct/behavior in workplace
Recreation funding	Julian to study specific needs
Financials for groups	Need uniform policy for groups requesting assistance; special application
Enhancing parks	High Falls and Chau Ram need ADA accessible restrooms \$150,000 for Chau Ram, \$214,038 for High Falls
Utilize, leverage technology	Register of Deeds is the most in need of updated software upwards of \$200,000; professionally done web site
Invest in facilities	Update signage in building and landscaping
Management restructure plan	What needs to be done to make that work? Mr. Moulder to provide insight to restructure plan
Litter	Ongoing problem, no clear solutions; use of inmates?
Drug Abuse problems	PET Sheriff Crenshaw's long term plan to address county drug issues; Prevention, Education, and Treatment needs resources