

PICKENS COUNTY

SOUTH CAROLINA

COUNCIL MEMBERS

ALEX SAITTA, CHAIRMAN
CHRIS LOLLIS, VICE CHAIRMAN
DALE HOLLOWAY, VICE CHAIR PRO-TEM
C. CLAIBORNE LINVILL
SCOTT LANG
CHRIS BOWERS



COUNTY ADMINISTRATOR
KEN ROPER

CLERK TO COUNCIL
MEAGAN NATIONS

PICKENS COUNTY COUNCIL MEETING

MONDAY, APRIL 6, 2026

6:30 PM

COUNCIL CHAMBERS, COUNTY ADMINISTRATION FACILITY
222 MCDANIEL AVENUE, PICKENS SC 29671

THIS MEETING IS BEING HELD TO CONFORM WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT AND COUNCIL'S ORGANIZATIONAL RULES. THE PUBLIC HAS BEEN NOTIFIED OF THE DATE, TIME AND PLACE OF THE MEETING. PUBLIC NOTICE AND THE AGENDA WAS PLACED ON THE COUNTY WEBSITE AND THE BULLETIN BOARD AT THE COUNTY ADMINISTRATION BUILDING AT LEAST 24 HOURS PRIOR TO THE START OF THE MEETING.

1. WELCOME AND CALL TO ORDER:
INVOCATION:
PLEDGE OF ALLEGIANCE:

Chairman Alex Saitta
Councilman Scott Lang
Mr. Jimmy Lee Dodgens, CTC Committee
2. PUBLIC FORUM.
Comments are limited to 3 minutes per participant and 30 minutes in total.
3. APPROVAL OF MINUTES:
 - a) Council Meeting - Monday, March 2, 2026
 - b) Council Work Session - Monday, March 16, 2026
 - c) Budget Work Session - Monday, March 23, 2026
4. ADMINISTRATOR'S REPORT
5. COMMITTEE REPORTS:
 - a) UPDATE FROM ROADS AND BRIDGES AD HOC COMMITTEE MEETING ON MARCH 30
6. COUNCIL CORRESPONDENCE
7. MOTION PERIOD AND NEW BUSINESS
Matters can be added to the agenda by appropriate motion, second, and unanimous vote of council.
8. ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:
 - a) FIRST READING IN TITLE ONLY OF AN ORDINANCE NO. 682 TO ADOPT A BUDGET AMENDMENT ESTABLISHING REVISED REVENUE AND EXPENDITURE ESTIMATES FOR PICKENS COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026.

- b) FIRST READING IN TITLE ONLY OF AN ORDINANCE NO. 683 TO PROVIDE FOR THE LEVY OF TAXES IN PICKENS COUNTY FOR ORDINARY COUNTY PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027, AND TO DIRECT EXPENDITURE THEREOF.
9. ORDINANCES FOR SECOND READING:
- a) SECOND READING OF AN ORDINANCE No. 666 AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN PICKENS COUNTY AND A COMPANY KNOWN TO PICKENS COUNTY AT THIS TIME AS "PROJECT FLAP" AND MATTERS RELATED THERETO.
10. ORDINANCES FOR THIRD READING AND/OR PUBLIC HEARING:
- a) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE NO. 680 AMENDING SECTION 302 OF THE DEVELOPMENT STANDARDS ORDINANCES GOVERNING RV PARKS AND CAMPGROUNDS.
11. OTHER AGENDA ITEMS:
- a) UPDATE FROM JOHN HEMBREE, VETERAN AFFAIRS OFFICER
 - b) APPROVAL OF GRANTS FROM STATE AERONAUTICS AND SOURCE OF MATCHING FUNDS
 - c) AIRPORT REGULATIONS
12. CONSENT AGENDA:
13. EXECUTIVE SESSION
- S.C. Code of Laws, Section 30-4-70 (A) allows that specifically delineated and qualifying matters may be discussed outside the presence of the public.*
- a) Legal-Section 30-40-7(A)(2)
 - Update on Pending Litigation
14. ACTION ON EXECUTIVE SESSION ITEMS (as needed)
- While the SC Freedom of Information Act allows for certain matters to be discussed outside the presence of the public, any votes on such matters can only take place once Council has returned to public session.*
15. ADJOURN

Regular Pickens County Council Meeting
March 2, 2026
6:30 PM

County Council met in regular session, in the Auditorium of the County Administration Facility, with Chairman Alex Saitta presiding. Final agendas, bearing date, time, and location of meeting were emailed to members of council and local news media on February 26, 2026. The agenda was posted in the lobby of the County Administration Building and on the County website the required length of time.

Council Members in Attendance:

Alex Saitta, Chairman
Chris Lollis, Vice Chairman
Dale Holloway, Vice Chairman Pro-Tem
C. Claiborne Linvill
Scott Lang
Chris Bowers

Staff in Attendance:

Ken Roper, County Administrator
Meagan Nations, Clerk to Council
Destini Pratt, County Attorney

WELCOME AND CALL TO ORDER:

Chairman Alex Saitta called the March 2, 2026, meeting to order and welcomed everyone in attendance. Chairman Alex Saitta led the invocation, and Aubree Moore, Outstanding Student at Pickens Elementary School, led the Pledge of Allegiance.

PUBLIC FORUM:

Chairman Alex Saitta opened the Public Forum and requested the Clerk to call upon the citizens signed up to speak.

1. Nath Briley: Mr. Briley addressed Council regarding Family Promise.
2. Andy Blount: Mr. Blount addressed Council regarding Kay Drive Music Venue.
3. Johnnelle Raines: Ms. Raines addressed Council regarding the Library.
4. Kate Byrd: Ms. Byrd addressed Council regarding the Library.
5. Sophia Cox: Ms. Cox addressed Council regarding the Library.
6. Lori Erwin: Ms. Erwin addressed Council regarding the Library.
7. Cathy Travers: Ms. Travers addressed Council regarding the Library.
8. Virginia King: Ms. King addressed Council regarding the Library.
9. Brigit Greenberger: Ms. Greenberger addressed Council regarding the Library.
10. Barry Crawford: Mr. Crawford addressed Council regarding Hagood Mill.
11. Tom Geistler: Mr. Geistler addressed Council regarding the Library.
12. Rachel Cox: Ms. Cox addressed Council regarding the Library.
13. Patrick Fant: Mr. Fant addressed Council regarding the Greenville Pickens Speedway.
14. Connie Cepek: Ms. Cepek addressed Council regarding the Greenville Pickens Speedway.
15. Brandon Langston: Mr. Langston addressed Council regarding the Greenville Pickens Speedway.
16. Agustin Edmundson: Mr. Edmundson addressed Council regarding the Library.
17. Randy Porter: Mr. Porter addressed Council regarding the Greenville Pickens Speedway.
18. Tasha Kummer: Ms. Kummer addressed Council regarding the Greenville Pickens Speedway.
19. Randy Cox: Mr. Cox addressed Council regarding the Greenville Pickens Speedway.

20. Neil Garrick: Mr. Garrick addressed Council regarding the Greenville Pickens Speedway.
21. Josh Medlin: Mr. Medlin addressed Council regarding Veterans.
22. Craig Holcombe: Mr. Holcombe addressed Council regarding the Library.
23. Sheila Crawford: Ms. Crawford addressed Council regarding the Library.
24. Bob Brayerton: Mr. Brayerton addressed Council regarding the Library.
25. Cheryl Johnson: Ms. Johnson addressed Council regarding the Library.
26. Crystal Chappell: Ms. Chappell addressed Council regarding the Library.
27. Ty Thornhill: Mr. Thornhill addressed Council regarding the Greenville Pickens Speedway.
28. Robert Folson: Mr. Folson addressed Council regarding the Greenville Pickens Speedway.
29. Jensen Smith: Ms. Smith addressed Council regarding the Library.
30. Jackie Manley: Ms. Manley addressed Council regarding the Greenville Pickens Speedway.
31. Brittany Fowler: Ms. Fowler addressed Council regarding the Library.

APPROVAL OF MINUTES:

Chairman Alex Saitta called for a motion to approve the following amended minutes as presented:

- February 2, 2026 – Council Meeting
- February 17, 2026 – Council Special-Called Meeting
- Motion was made by Chairman Alex Saitta and seconded by Councilman Chris Lollis to approve the minutes. Motion carried unanimously (6-0).

ADMINISTRATORS REPORT:

County Administrator Ken Roper gave updates to Council on the following items:

- A) Food Drives: March and May
- B) Country Creek Culvert Replacement
- C) Budget Committee Update
- D) Library Update

Council members also asked questions regarding:

- Question regarding Library Funding
- Question regarding Employee Handbook
- Question regarding Electrical Updates on Mile Creek Park
- Question regarding Garvin Street Building
- Question regarding Smoking in EMS Vehicles
- Question regarding an Ordinance on County Books to make Racetrack a Historic Site
- Question regarding upgrades to HVAC in Easley Library
- Question regarding spot zoning or overlay on Racetrack

COMMITTEE REPORTS:

February 9, 2026- Roads and Bridges Ad Hoc Committee Meeting: Chairman Chris Lollis

Chairman Chris Lollis gave an update from the Roads and Bridges Ad Hoc Committee Meeting on February 9th.

COUNCIL CORRESPONDENCE

Chairman Alex Saitta announced the following:

- The council will hold a Council Work Session on Monday, March 16, 2026, at 6:30 p.m. in the Main Conference Room of the Administration Building.
- The next Council meeting will be on Monday, April 6, 2026, at 6:30 p.m. in the Council Chambers of Administration Building.

Chairman Alex Saitta called for other council correspondence. Seeing no other correspondence, Chairman Alex Saitta announced moving to Motion Period and New Business.

MOTION PERIOD AND NEW BUSINESS:

Chairman Alex Saitta opened the floor for motion period and new business.

Seeing no discussion, Chairman Saitta closed the floor.

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

None

ORDINANCES FOR SECOND READING AND/OR PUBLIC HEARING:

None

ORDINANCES FOR THIRD READING AND/OR PUBLIC HEARING:

- A) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE NO. THORIZING THE ABANDONMENT AND CONVEYANCE, BY QUITCLAIM DEED, OF ANY RIGHT, TITLE, OR INTEREST PICKENS COUNTY MAY HAVE IN A CERTAIN SEWER EASEMENT AT EARLS BRIDGE ROAD. County Attorney, Destini Pratt
- Chairman Alex Saitta opened the floor for public hearing. Hearing none, the Chairman closed the floor.
 - Chairman Alex Saitta made a motion to constitute second reading of this Ordinance. Motion was seconded by Councilman Scott Lang and carried unanimously (6-0).
- B) STREAMLINING BOARD AND COMMISSIONS: PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO COMBINE STORMWATER BOARD OF APPEALS AND ZONING BOARD OF APPEALS. Clerk to Council, Meagan Nations
- Clerk to Council, Meagan Nations, gave an update to Council and the public on more information regarding this Board.
 - After some discussion between Council, Chairman Alex Saitta made a motion to constitute second reading of this Ordinance. Motion was seconded by Councilor Claiborne Linvill and carried unanimously (6-0).

OTHER AGENDA ITEMS:

A) CIVIC PLUS MEDIA ADD ON: Mrs. Jamie Burns, Director of Communications and Engagement, and Mrs. Meagan Nations, Clerk to Council

- Mrs. Nations went into discussion on how County Council recently purchased Civic Plus' agenda management software to make our agendas and minutes easier to access online. We also added the Boards and Commissions module to keep everything in one place. Chairman Saitta asked me to look into the media component, so here's a quick overview.
 - Civic Plus Media is designed to help local governments connect better with residents through live and recorded video. Since most people get their information online now, this system lets us meet them where they already are by offering high quality, accessible video content. You have a packet with details and pricing.
 - With this software, we'll be able to stream and post meetings, county events, press conferences, and other programs directly on our website—no coding or technical setup needed. Videos can be watched live or later on any device. Some of the main features include:
 - a. Instant availability of live and recorded videos
 - b. High-definition streaming
 - c. Agendas linked directly to video timestamps
 - d. Automatic recording, captions, transcription, and translation
 - e. Permanent, county owned video storage to meet FOIA and retention requirements
 - This means residents won't have to jump between Facebook and YouTube anymore. Everything—agendas, packets, minutes, and videos—will be in one place on our Civic Plus site.
 - Cost:
 - a. One time setup: \$2,550
 - b. Annual fee: \$9,350 (includes unlimited storage, unlimited users, and up to three simultaneous livestreams)
 - c. First year cost is prorated to \$7,225
 - Overall, Civic Plus Media will help us be more transparent, improve public engagement, and modernize how we share information.
- After some discussion between Council, Councilman Chris Bowers made a motion to approve this purchase. Motion was seconded by Chairman Alex Saitta and carried unanimously (6-0).

B) UPDATE ON EMS ALTERNATIVES: Chairman Alex Saitta

- Chairman Alex Saitta went into discussion on Medic 1. Medic 1 is the EMS station located in Pickens. We talked about rebuilding that station during the last work session, and since it's in my district, I want to give an update on where things stand. Right now, we're looking at two possible options for the new Medic 1 station:
 - Option 1: Build next to the rescue station on Ann Street.
 - Option 2: Build behind the library, the former Medic 1 location.
- The county is currently soliciting bids for both options, and we expect to have pricing back within the next two months. Once a plan is approved, construction should take about a year.

CONSENT AGENDA

None

EXECUTIVE SESSION: S.C. Code of Laws, Section 30-4-70 (a):

Chairman Alex Saitta called for a motion to convene into Executive Session as defined by S.C. Code of Laws, Section 30-4-70 (a). Chairman Saitta further stated that each issue would be discussed as the Law provides.

Board and Commissions: Section 30-4-70 (a)(1)

- Board and Commissions Applications

Legal: Section 30-4-70 (a)(2)

- Legal Advice Regarding Proposed Boundary Change Resolution for the Dellwood Subdivision

Legal: Section 30-4-70 (a)(2)

- Proposed Settlement Agreement and Associated Revisions to Development Agreement Following Planning Commission Mediation

Legal: Section 30-4-70 (a)(2)

- Legal Advice concerning the Pickens County Library

Personnel: Section 30-4-70 (a)(1)

- Employee Performance Review
- Motion was made by Chairman Alex Saitta and seconded by Councilman Chris Bowers. The motion was carried out unanimously (6-0), to convene in executive session for the stated purposes after a ten-minute recess.

ACTION AS NEEDED VIA EXECUTIVE SESSION ITEMS:

Chairman Alex Saitta called the Public Session back to Order and advised the following:

Board and Commissions: Section 30-4-70 (a)(1)

- Board and Commissions Applications
 - Councilman Scott Lang nominated Ken Rogers to serve on the Board of Appeals. The motion carried (6-0).
 - Councilman Dale Holloway nominated Bob Fetterly to serve on the Board of Appeals. The motion carried (4-2), with Councilor Linvill and Councilman Bowers opposed.

Legal: Section 30-4-70 (a)(2)

- Legal Advice Regarding Proposed Boundary Change Resolution for the Dellwood Subdivision – **No Action Taken**

Legal: Section 30-4-70 (a)(2)

- Proposed Settlement Agreement and Associated Revisions to Development Agreement Following Planning Commission Mediation – **Councilman Dale Holloway made a motion to accept mediation settlement agreement. Chairman Alex Saitta seconded the motion and the motion carried unanimously (6-0).**

Legal: Section 30-4-70 (a)(2)

- Legal Advice concerning the Pickens County Library – **Councilor Claiborne Linvill made a motion to remove Danny Parton from his Chair and position on the Pickens County Library Board. Councilman Bowers seconded the motion. The motion failed (2-4), with Chairman Saitta, Councilman Lang, Councilman Lollis and Councilman Holloway opposed.**

Personnel: Section 30-4-70 (a)(1)

- Employee Performance Review – **No Action Taken**

ADJOURN:

Hearing no further Council business, Councilman Chris Bowers made a motion to adjourn. The motion was seconded by Councilor Claiborne Linvill and carried unanimously (6-0). Pickens County Council stood adjourned at 10:33 p.m.

Pickens County Council Work Session

March 16, 2026

6:30 p.m.

County Council met in a work session, in the Main Conference Room of the County Administration Facility, with Councilman Alex Saitta presiding. Final agendas, bearing date, time, and location of meeting were emailed to members of council and local news media on March 12, 2026.

Council Members in Attendance:

Alex Saitta, Chairman

Chris Lollis, Vice Chairman

Claiborne Linvill

Scott Lang

Chris Bowers

Dale Holloway, Vice Chairman Pro-Tem

Staff in Attendance:

Ken Roper, County Administrator

Destini Pratt, County Attorney

Meagan Nations, Clerk to Council

WELCOME AND CALL TO ORDER:

Chairman Alex Saitta called the work session of March 16, 2026, to order and welcomed those in attendance. Chairman Alex Saitta led the Invocation and Pledge of Allegiance.

COUNCIL WORK SESSION

A) SECOND READING OF AN ORDINANCE NO. 682 AMENDING SECTION 302 OF THE DEVELOPMENT STANDARDS ORDINANCES GOVERNING RV PARKS AND CAMPGROUNDS.

- a. Council and staff had detailed discussion that included, but was not limited to:
 - a) Discussion on Section Title and Terminology
 - b) Discussion on Roadway Standards
 - c) Discussion on Minimum and Maximum Acreage
 - d) Discussion on Allowance of Cabins/Park Model Units
 - e) Discussion on Maximum Stay Limits and Related Provisions
 - f) Discussion on Density Campsites per acre
 - g) Discussion on Management Plan and Enforcement
- b. After much more discussion, Chairman Alex Saitta made a motion to accept the changes for second reading. Motion was seconded by Councilman Chris Bowers and carried (5-1), with Councilman Alex Saitta.

B) FIRST READING IN TITLE ONLY OF AN ORDINANCE NO. 684 ESTABLISHING A LAKE KEOWEE OVERLAY DISTRICT TO PROTECT WATER QUALITY, CONSERVE NATURAL RESOURCES, SAFEGUARD DRINKING WATER AND OTHER MATTERS RELATED THERETO.

- a. Council and staff outlined the purpose of the proposed overlay, with these details:

- a) Lake Keowee is a major recreational resource (18,000 acres of water and 300 miles of shoreline.)
 - b) Lake Keowee is a critical drinking water source for hundreds of thousands of upstate residents.
 - c) The overlay is intended to address water quality, shoreline management, flooding risk, natural resource conservation and long-term protection of the lake as a shared public resource.
- b. Council and Staff had detailed discussion that included, but was not limited to:
 - a) The need to balance environmental protection with private property rights and potential economic development (e.g., lakefront restaurants, condos).
 - b) Whether the overlay should apply only to Lake Keowee or be broadened to multiple lakes (Keowee, Jocassee, and possibly Hartwell) to avoid any appearance of arbitrary or “spot” regulation.
 - c) Legal considerations that any overlay must be narrowly tailored to statutory purposes (e.g., watershed protection, conservation) and should be clearly justified in “whereas” clauses.
 - d) Practical differences between the three lakes, including:
 - i. Lake Hartwell being under U.S. Army Corps of Engineers control.
 - ii. Lake Jocassee being largely in public/utility ownership with virtually no private shoreline residences.
 - iii. Lake Keowee is having significant existing residential development.
 - e) The need for public input; upcoming public meetings (e.g., April 2 at Shady Grove Baptist Church) were noted for gathering feedback from affected property owners.
- o After more discussion, Chairman Alex Saitta made a motion to constitute first reading in title only of this ordinance. Motion was seconded by Councilman Chris Lollis.
 - Councilor Claiborne Linvill made a motion to amend to remove ‘Keowee’ from the Ordinance and make it a Lake Overlay District. Vice Chairman Chris Lollis seconded the motion for discussion. After more discussion between Council, the motion failed (1-6), with Councilor Linvill in favor.
- o Seeing no other discussion, the motion carried unanimously (6-0).

EXECUTIVE SESSION: S.C. Code of Laws, Section 30-4-70 (a):

Chairman Alex Saitta called for a motion to convene into Executive Session as defined by S.C. Code of Laws, Section 30-4-70 (a). Chairman Saitta further stated that each issue would be discussed as the Law provides.

Board and Commissions: Section 30-4-70 (a)(1)

- Board and Commissions Applications
- Motion was made by Chairman Alex Saitta and seconded by Vice Chairman Chris Lollis. The motion was carried out unanimously (6-0), to convene in executive session for the stated purposes after a ten-minute recess.

ACTION AS NEEDED VIA EXECUTIVE SESSION ITEMS:

Chairman Alex Saitta called the Public Session back to Order and advised the following:

Board and Commissions: Section 30-4-70 (a)(1)

- Board and Commissions Applications:
 - Chairman Alex Saitta made a nomination for Josh Medlin to serve on the Board of Appeals. Hearing no other nominations, the Chair closed the floor. The motion carried (6-0).
 - Councilman Dale Holloway made a nomination for Andrea Beeco and Thomas Bixby to serve on the Sedgewood Tax District. Hearing no other nominations, the Chair closed the floor. The motion carried (6-0).

ADJOURN:

Hearing no further Council business, Councilman Chris Bowers made a motion to adjourn. The motion was seconded by Chairman Alex Saitta and carried unanimously (6-0). Pickens County Council stood adjourned at 8:20 p.m.

Respectively Submitted:

Approved:

Meagan Nations, Clerk to Council

Alex Saitta, Chairman of County Council

Pickens County Council
Budget Work Session Report
Monday, March 23, 2026
6:30 PM
Main Conference Room
222 McDaniel Avenue
Pickens, SC 29671

Pickens County Council met to hold a work session to discuss the FY 2027 proposed budget. Chairman Alex Saitta presided with all members in attendance. The meeting was called to order at 6:30 p.m.

Council Members in Attendance:

Alex Saitta, Chairman
Chris Lollis, Vice Chairman
Claiborne Linvill
Scott Lang
Chris Bowers
Dale Holloway

Staff in Attendance:

Ken Roper, County Administrator
Meagan Nations, Clerk to Council
Destini Pratt, County Attorney
Ralph Guarino, Finance Director

BUDGET WORK SESSION

The discussion of the FY27 budgetary items included, but not limited to the following:

- Budget Committee
 - Ralph Guarino, Allison Fowler, Samantha Greer, Dirk Ishiwata
- General Fund Revenue Projection
 - Taxes
 - Licenses, Permits, Fees
 - Intergovernmental
 - Charges for Services
 - Fines & forfeitures
 - Investment Income
 - Contributions
 - Miscellaneous
- Value of a Mil
- Millage Rates
- **Administration Goals**
 - Ken
 - Staffing new dispatch center
 - Step Increase
 - COLA
 - Claiborne Linvill
 - Implement an Emergency Reserve Fund
 - Chris Lollis
 - More employees in Veteran Affairs
 - More employees in Code Enforcement

- Alex Saitta
 - Dispatch
 - Finance Department – Auditor recommendation on hiring another person
- Scott Lang
 - Text Citizens with Emergency purposes to get information out
 - Attorney help – legal secretary
- Chris Bowers
 - Dispatch
 - Step increase/COLA
- Dale Holloway
 - Recreation Funding
- **Capital Goals**
 - Ken Roper
 - Rolling Stock
 - Willow Springs Recycling Center
 - Claiborne Linvill
 - Wastewater Expansion
 - Chris Lollis
 - Willow Springs Recycling Center
 - Vehicle Maintenance
 - Alex Saitta
 - 40 Yard Blue Bins at Recycling Centers
 - Scott Lang
 - Glass pulverizer machine at Landfill
 - Chris Bowers
 - Rolling Stock
 - Vehicle Maintenance
 - Dale Holloway
 - Wastewater/Public Service Commission

EXECUTIVE SESSION: S.C. Code of Laws, Section 30-4-70 (a):

Chairman Alex Saitta called for a motion to convene into Executive Session as defined by S.C. Code of Laws, Section 30-4-70 (a). Chairman Saitta further stated that each issue would be discussed as the Law provides.

Legal: Section 30-4-70 (a)(2)

- Update on Pending Litigation
- Motion was made by Chairman Alex Saitta and seconded by Councilman Chris Bowers. The motion was carried out unanimously (6-0), to convene in executive session for the stated purposes after a ten-minute recess.

ACTION AS NEEDED VIA EXECUTIVE SESSION ITEMS:

Chairman Alex Saitta called the Public Session back to Order and advised the following:

Legal: Section 30-4-70 (a)(2)

- Update on Pending Litigation – No Action Taken

ADJOURN:

Hearing no further Council business, Chairman Alex Saitta called for a motion to adjourn. A motion was made by Chairman Alex Saitta, seconded by Councilman Chris Bowers and carried unanimously (6-0). Pickens County Council stood adjourned at 8:12 p.m.

PICKENS COUNTY

SOUTH CAROLINA

PICKENS COUNTY COUNCIL MEETING SUPPORTING DOCUMENTATION

Meeting Date: April 6th, 2026
Agenda Item: 1st Reading of budget amendment for Fiscal Year 2026
Department: Finance Department
Prepared By: Ralph Guarino, Assistant County Administrator

Subject:

First reading in title only of an ordinance no. 682 to provide for adoption of a budget amendment containing estimates of revenue and expenditure changes for Pickens County for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Summary:

Each year after the budget has been approved, various financial transactions take place which are not foreseen during the normal budget process. These transactions include purchases not being completed until after the closing out of the fiscal year and the amount of the purchase order carries over into the new fiscal year. Grants being received during the fiscal year that were not anticipated in the budget process. Council actions such as purchasing land, building, and equipment after the budget has been approved. Legal fees are higher than previous years and unforeseen during the budget process such as economic development items.

Documents Included:

The budget amendment for FY 2026 will be forthcoming at the June meeting with details to support the budget amendment.

Action Requested:

Approval of 1st reading

Staff Recommendation:

Approve as presented

Previous Council Action (if any):

None

Additional Notes:

PICKENS COUNTY

SOUTH CAROLINA

PICKENS COUNTY COUNCIL MEETING SUPPORTING DOCUMENTATION

Meeting Date: April 6th 2026
Agenda Item: 1st Reading of budget ordinance 683 to approve the FY 2027 budget
Department: Finance Department
Prepared By: Ralph Guarino, Assistant County Administrator

Subject:

First reading in title only of an ordinance no. 683 to provide for the levy of taxes in Pickens County for ordinary county purposes for the fiscal year beginning July 1, 2026, and ending June 30, 2027, and to direct expenditure thereof.

Summary:

First reading in title only of an ordinance no. 683 to provide for the levy of taxes in Pickens County for ordinary county purposes for the fiscal year beginning July 1, 2026, and ending June 30, 2027, and to direct expenditure thereof.

First reading of an ordinance is needed to approve the budget for the following fiscal year. This is the first of the three readings and the Council will consider two more readings along with a public forum to approve the budget. The recommended budget from the Administrator considers all anticipated revenues and all recommended expenditures for FY 2027. Detail discussion of the recommended budget will take place in the coming weeks with staff involvement in how the budget was formulated.

Documents Included:

The FY 2027 recommended budget is placed on Council's desk.

Action Requested:

Approval of 1st reading

Staff Recommendation:

Approve as presented

Previous Council Action (if any):

None

Additional Notes:

PICKENS COUNTY

SOUTH CAROLINA

PICKENS COUNTY COUNCIL MEETING SUPPORTING DOCUMENTATION

Meeting Date: April 6, 2026
Agenda Item: 9a
Department: Alliance Pickens
Prepared By: Allison Fowler, Assistant Administrator

Subject:

2nd Reading of an Ordinance authorizing the Execution and Delivery of a Special Source Credit and Reimbursement Agreement by and between Pickens County and a Company Known to Pickens County at this time as Project Flap and other matters related thereto.

Summary:

Project Flap Second Reading

Documents Included:

2nd Reading Ordinance Document

Action Requested:

Approval

Staff Recommendation:

Approve as Presented

Previous Council Action (if any):

1st Reading – February 2, 2026

Additional Notes:

N/A



ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT AND REIMBURSEMENT BY AND BETWEEN PICKENS COUNTY AND A COMPANY KNOWN TO PICKENS COUNTY AT THIS TIME AS “PROJECT FLAP” AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, BE IT ENACTED by the County Council of Pickens County (the “**County Council**”), the governing body of Pickens County, South Carolina (the “**County**”), as follows:

Section 1 Findings of Fact. The County Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “**Ordinance**”):

(a) The County is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “**Code**”), particularly Title 12, Chapter 44 of the Code (the “**Fee Act**”), and Title 4, Chapter 1 of the Code, including Sections 4-1-170 and 4-1-175 thereof, and Section 4-29-48 of the Code (the “**Multi-County Park Act**”), and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic 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; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“**FILOT**”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Fee Act, with respect to a project; (iii) to provide certain credits against negotiated FILOT payments due annually with respect to the property within such multi-county industrial or business park to offset the costs of certain improvements to such property; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors.

(b) A company known to the County at this time as “Project Flap,” on its or their own or together with one or more of its or their subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “**Company**”), proposes to acquire, lease, construct, purchase, or install, or cause the acquisition, leasing, construction, purchasing, or installation of, certain new and/or existing real property, real property improvements and machinery, equipment, and other personal property in order to establish or expand a manufacturing facility within the County (the “**Project**”), and anticipates that, should its plans proceed as expected, the Company’s investment in connection with the Project will be no less than \$38,500,000 in the aggregate, consisting of real property improvements and machinery, equipment, and other personal property comprising the Project.

(c) The County and the Company have previously entered into that certain Fee In Lieu of Tax and Incentive Agreement, dated as of May 23, 2019 (the “**Fee Agreement**”), pursuant to which the County has agreed to accept certain Negotiated Fees-in-Lieu-of-Taxes (as defined in the Fee Agreement) with respect to the Economic Development Property (as defined in the Fee Agreement) comprising the Project. By resolution adopted on February 2, 2026, the County Council approved a five-year extension to the Investment Period (as defined in the Fee Agreement).

(d) In order to induce the Company's additional investment in the Project, the County has agreed to (i) enter into an Infrastructure Credit Agreement with the Company, the form of which is attached to this Ordinance as **Exhibit A** (the "**Credit Agreement**"), providing certain special source revenue credits as a set-off against Negotiated Payment-in-Lieu-of-Taxes (with respect to all Economic Development Property placed in service in connection with the Project from July 1, 2025, through the end of the Investment Period, and (ii) make a monetary grant to the Company in the amount of \$100,000 (the "**Reimbursement**") as a reimbursement for construction expenditures related to the development of the Project in accordance with the terms set forth herein.

(e) It appears that the Infrastructure Credit Agreement now before this meeting is in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

Section 2 Approval of Credit Agreement. The County hereby agrees to enter into the Credit Agreement, whereby the Company shall be entitled to receive certain Special Source Credits (as further defined and described in the Credit Agreement). The form, provisions, terms, and conditions of the Credit Agreement, as attached as **Exhibit A** hereto, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The Chairman of County Council (the "**Chairman**") is hereby authorized, empowered, and directed to execute the Credit Agreement in the name and on behalf of the County; the Clerk to County Council (the "**Clerk**") is hereby authorized, empowered, and directed to attest the same; and the Chairman is further authorized, empowered, and directed to deliver the Credit Agreement to the Company. The Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Administrator of the County (the "**County Administrator**"), upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Credit Agreement attached as an exhibit hereto.

Section 3 Reimbursement. The County shall pay the Reimbursement to the Company in the amount of \$100,000 for actual costs incurred by the Company in connection with the Project. Prior to the payment of the Reimbursement, the County must receive from the Company invoices, payment receipts, tax filings, or other documentation substantiating that the Company has expended not less than \$100,000 in connection with the Project since July 1, 2025.

Section 4 Multi-County Park. The County will use its best efforts to ensure that the Project will remain, within the boundaries of multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide the Company and the Project with additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 5 Further Action. The Chairman, the County Administrator, and the Clerk, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under the Credit Agreement and in connection with the Reimbursement. The Chairman and the County Administrator, or either one of them acting alone, are hereby authorized to execute and

deliver on behalf of the County all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

Section 6 Severability. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7 Repealer. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[Remainder of Page Left Blank]

DONE AND ENACTED this 4th day of May 2026.

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

Alex Saitta, Chairman of County Council
Pickens County, South Carolina

ATTEST:

Meagan Nations, Clerk to County Council
Pickens County, South Carolina

First Reading: January 5, 2026
Second Reading: April 6, 2026
Public Hearing: May 4, 2026
Third Reading: May 4, 20256

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

I, the undersigned, Clerk to County Council of Pickens County, South Carolina (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on January 5, 2026, April 6, 2026, and May 4, 2026. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on May 4, 2026, and notice of the public hearing was published in the *Easley Progress* on _____, 20___. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Pickens County Council, South Carolina, as of this _____ day of _____, 20___.

By: _____
Meagan Nations, Clerk to County Council,
Pickens County, South Carolina

EXHIBIT A
CREDIT AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

PICKENS COUNTY, SOUTH CAROLINA

and

[PROJECT FLAP]

Dated May 4, 2026

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This **INFRASTRUCTURE CREDIT AGREEMENT** (this “*Credit Agreement*”) is made and entered into as of May 4, 2026 (the “*Effective Date*”), by and between **PICKENS COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through its County Council (the “*County Council*”) as governing body of the County, and [____], a company previously identified to the County as **PROJECT FLAP**, a South Carolina corporation, acting on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “*Company*”).

W I T N E S S E T H:

WHEREAS, the County is a political subdivision of the State and, as such, has all powers granted to counties by the Constitution and general laws of the State;

WHEREAS, the courts of the State have determined that industrial development is a valid public purpose of the State and its political subdivisions;

WHEREAS, the Company and the County have previously entered into that certain Fee In Lieu of Tax and Incentive Agreement, dated as of May 23, 2019 (the “*Fee Agreement*”), to induce the Company to make, or cause to be made, new or additional investment through the location of its facilities in the County (the “*Project*”), pursuant to which the County has agreed to accept certain negotiated fees-in-lieu-of-taxes with respect to the Economic Development Property (as defined in the Fee Agreement) comprising a portion of the Project;

WHEREAS, the Company has represented to the County that it has invested not less than \$38,500,000 in the Project as of June 30, 2025;

WHEREAS, pursuant to a resolution adopted on February 2, 2026, the County Council approved a five-year extension of the Investment Period (as defined in the Fee Agreement), providing for a total extended Investment Period ending on June 30, 2030; and

WHEREAS, in order to further induce the Company to invest in and locate additional machinery, equipment, and other personal property within the County, the County has agreed to provide the Company with certain special source revenue credits, as further described herein, as credits against the Negotiated Payments-in-Lieu-of-Taxes (as defined in the Fee Agreement) due under the Fee Agreement with respect to the Project; and

WHEREAS, pursuant to an ordinance enacted on May 4, 2026 (the “*Ordinance*”), the County Council has authorized the County to enter into this Credit Agreement with the Company.

NOW, THEREFOR, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Any terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Fee Agreement. For purposes of this Credit Agreement, the following terms shall have the respective meanings indicated:

“**Company**” has the meaning given to such term in the preamble hereto.

“**Effective Date**” has the meaning given to such term in the preamble hereto.

“**Fee Agreement**” has the meaning given to such term in the recitals hereto.

“**Net Negotiated Payments-in-Lieu-of-Taxes**” means the Negotiated Payments-in-Lieu-of-Taxes, as reduced by the Special Source Credits.

“**Special Source Credits**” means the special source revenue credits to be applied as credits against the Negotiated Payments-in-Lieu-of-Taxes, as further described in Section 2.1 hereof.

ARTICLE II

REAL ESTATE SPECIAL SOURCE REVENUE CREDITS

Section 2.1 Special Source Revenue Credit.

(a) The County agrees that the Company shall be entitled to Special Source Credit, to be taken as a set-off against the amount of Negotiated Payments-in-Lieu-of-Taxes owed by the Company pursuant to Section 5.1 of the Fee Agreement, of 50% of the amount of the Negotiated Payments-in-Lieu-of-Taxes payable with respect to all items of Economic Development Property placed in service from July 1, 2025 through the end of the Investment Period, as extended (the “**SSRC Investment Period**”). The Special Source Credit shall commence, and shall first be applied as a set-off against, the Negotiated Payment-in-Lieu-of-Taxes due with respect to property tax year 2027, and shall continue to be applied as a set-off against the Negotiated Payment-in-Lieu-of-Taxes due through the end of the Fee Term. In no case shall the Special Source Credit in any property tax year exceed the amount of the Negotiated Payments-in-Lieu-of-Taxes that would have been due for such property tax year before the application of the Special Source Credit. Such Special Source Credit may be taken by the Company only to the extent that such Company has invested in qualifying improvements, as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws 1976, as amended (“**Qualifying Improvements**”), in connection with the Project, which shall be calculated based upon all Qualifying Improvements constituting a portion of the Project, including all real property, all real property improvements, and all machinery, equipment, and other personal property comprising the Project. The Company shall be responsible for reporting the assets placed in service in the SSRC Investment period on a separate Schedule S with its annual PT-300 filing, such schedule to be designated with a reference to “2026 SSRC Assets.” Based on this separate schedule, the Treasurer of the County shall subtract the Special Source Credit from the Negotiated Payments-in-Lieu-of-Taxes statement sent to the Company for the duration of the Fee Term with respect to the assets placed in service during the SSRC Investment Period. At no time shall the aggregate amount

of Special Source Credits provided to the Company hereunder exceed the certified amount of Qualified Improvements. The Special Source Credit shall be deemed to apply first to real property improvements to the extent that the Payments-in-Lieu-of-Taxes on the real property improvements are sufficient to utilize the Special Source Credits fully. Only if such payments are insufficient shall the Special Source Credits be applied to Payments-in-Lieu-of-Taxes on personal property.

(b) THE SPECIAL SOURCE CREDITS ARE LIMITED OBLIGATIONS OF THE COUNTY DERIVED SOLELY FROM AND TO THE EXTENT OF THE NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES MADE BY THE COMPANY TO THE COUNTY WITH RESPECT TO THE PROJECT PURSUANT TO THE FEE AGREEMENT. THE SPECIAL SOURCE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE STATE, THE COUNTY, OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, THE COUNTY, OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE STATE, THE COUNTY, OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE STATE, THE COUNTY, OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE SPECIAL SOURCE CREDITS.

Section 2.2 Failure to Achieve or Maintain Contractual Minimum Requirement

. If during the remainder of the Fee Term following end of the Investment Period (as extended) the value of Economic Development Property subject to the Fee Agreement, without regard to depreciation, reassessment, or other diminution in value of such Economic Development Property, falls below \$35,000,000, the County Council may, in its sole discretion, elect to terminate this Credit Agreement, which election may be evidenced by the adoption of a resolution of the County Council. In such event, the Special Source Credits shall prospectively terminate and shall no longer be applied as a credit against the Negotiated Payments-in-Lieu-of-Taxes due pursuant to the Fee Agreement. Notwithstanding the foregoing provision, if, during the remainder of the Fee Term following end of the Investment Period (i) the value of Economic Development Property subject to the Fee Agreement, without regard to depreciation, reassessment, or other diminution in value of such Economic Development Property, falls below the Statutory Minimum Requirement of \$2,500,000; or (ii) the Company Ceases Operations (as defined herein) within the County, this Credit Agreement shall terminate and in such event, the Special Source Credits shall terminate prospectively and shall no longer be applied as a credit against the Negotiated Payments-in-Lieu-of-Taxes due pursuant to the Fee Agreement. For the purposes of this provision, the term “*Ceases Operations*” shall mean that the Company has (i) terminated substantially all of the Company’s employees within the County; and/or (ii) the Company has removed substantially all of its Equipment at the Site.

ARTICLE III

ASSIGNMENT AND LEASING

Section 3.1 Assignment and Leasing. With the County’s consent, which shall not be unreasonably withheld, any or all of the Company’s interest in this Credit Agreement may be

transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Credit Agreement to any Affiliates (as defined in the Fee Agreement) of the Company and to any transfer or assignment of any or all of such interest among other such Affiliates. Notwithstanding any provision of this Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that such approval may be provided by a letter or other writing executed by the Chairman of County Council or the County Administrator, and each of those two officials acting alone are hereby expressly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

ARTICLE IV

REMEDIES

Section 4.1 In General. In the event of a default under this Credit Agreement by the Company, the County shall provide the Company with written notice of the default. The Company shall have thirty days to cure the default; however, if the Company has taken action to cure the default within the 30-day period but such default cannot be reasonably cured within such 30-day period, the Company shall not be deemed in default as long as the Company is making a diligent and good faith effort to cure the same. In the event the Company fails to cure the default, the County's exclusive remedy shall be to terminate this Credit Agreement. In the event of a default under this Credit Agreement by the County, the Company may either elect to terminate this Credit Agreement or seek specific performance.

Section 4.2 No Waiver by Delay. Delay by either party in enforcing their remedies hereunder shall not be deemed a waiver unless expressly given in writing.

ARTICLE V

MISCELLANEOUS

Section 5.1 Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Credit Agreement are inserted for convenience or reference only and are not definitive in construing or interpreting any of its provisions.

Section 5.2 Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 5.2:

If to the Company:

With copy to (such copy shall not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson and Jonathan Moon
P.O. Box 11889
Columbia, SC 29211-1889

If to the County:

Pickens County Council
Attention: County Administrator
Pickens County Administration Facility
222 McDaniel Avenue, B-1
Pickens, SC 29671
Telephone: (864) 898-5856

With copy to:

Alliance Pickens
Attention: Executive Director
P.O. Box 149
1390 Smith Grove Road
Liberty, SC 29657
Telephone: (864) 898-1500

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

Section 5.3 Binding Effect. This Credit Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns, subject to Section 3.1 hereof.

Section 5.4 Invalidity and Severability. In the event that the Fee Act or the Negotiated Payments-in-Lieu-of-Taxes arrangement under the Fee Agreement is determined to be invalid or unenforceable in its entirety, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Credit Agreement and the Fee Agreement; otherwise, in the event any provision of this Credit Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Credit Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and

to be provided to the Company hereunder by either restructuring or reconstituting this Credit Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4 of the Code.

Section 5.5 Amendments, Changes and Modifications. Except as otherwise provided in this Credit Agreement, this Credit Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent including, without limitation, any County consent specifically referred to in this Credit Agreement, may, at the sole discretion of the County, be provided by a resolution of County Council.

Section 5.6 Execution of Counterparts. This Credit Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Credit Agreement or any counterpart of any document that is attached to this Credit Agreement as an exhibit.

Section 5.7 Entire Understanding. This Credit Agreement expresses the entire understanding and all agreements among the Parties hereto, and no Party hereto has made or shall be bound by any agreement or any representation to the other Parties which is not expressly set forth in this Credit Agreement or in certificates delivered in connection with the execution and delivery thereof.

Section 5.8 Law Govering Construction of Agreement. The laws of the State shall govern the construction of this Credit Agreement.

Section 5.9 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments and undertaking further proceedings as the Company may reasonably request to effectuate the purposes of this Credit Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, PICKENS COUNTY, SOUTH CAROLINA, and the
[COMPANY], each pursuant to due authority, has duly executed this Fee Agreement, all as of the
date first above written.

**PICKENS COUNTY, SOUTH
CAROLINA**

Alex Saitta
Chairman, County Council

ATTEST:

Meagan Nations
Clerk to County Council

IN WITNESS WHEREOF, PICKENS COUNTY, SOUTH CAROLINA, and [PROJECT FLAP], each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.

[PROJECT FLAP]

By: _____
Its: _____

PICKENS COUNTY

SOUTH CAROLINA

PICKENS COUNTY COUNCIL MEETING SUPPORTING DOCUMENTATION

Meeting Date: April 6, 2026
Agenda Item: 10a
Department: Planning
Prepared By: Allison Fowler, Assistant Administrator

Subject:

Public Hearing and Third Reading of an Ordinance #680 amending Section 302 of the Development Standards Ordinances Governing RV Parks and Campgrounds

Summary:

Third Reading of UDSO amendments related to Campgrounds

Documents Included:

Ordinance Document

Action Requested:

Approval

Staff Recommendation:

Approve as Presented

Previous Council Action (if any):

First Reading: February 2, 2026
Second Reading: March 16, 2026

Additional Notes:

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

First Reading: February 2, 2026
Second Reading: March 16, 2026
Third Reading:
Public Hearing:

AN ORDINANCE NO. 682 AMENDING SECTION 302 OF THE DEVELOPMENT STANDARDS ORDINANCES GOVERNING RV PA CAMPGROUNDS.

WHEREAS, Pickens County Council is empowered pursuant to Title 4, Chapter 9, Section 4-9-25 of the South Carolina Code of Laws, 1976, as amended, to adopt ordinances as may appear to be necessary and proper for the security, general welfare, efficiency and convenience of the County of Pickens and for preserving health, peace, order and good government, to include providing for land use regulations pursuant to Section 4-9-30 of the South Carolina Code of Laws, 1976, as amended; and

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Section 6-29-310 et seq., of the South Carolina Code of Laws, 1976, as amended, authorizes the County to enact or amend its land development regulations to guide development in accordance with existing and future needs and to protect, promote and improve public health, safety, and general welfare; and

WHEREAS, County Council has adopted a Unified Development Standards Ordinance ("UDSO"), which regulates the use of land, the location and use of buildings and other site improvements, and the construction of public facilities and private improvements related to the development of land; and

WHEREAS, Pickens County continues to experience developmental growth affecting RV Parks, Campgrounds, and related recreational lodging uses; and

WHEREAS, Pickens County Council finds that such growth necessitates updated standards and definitions to ensure that Campgrounds are properly sited, developed, and operated in a manner that protects the public health, safety, and welfare; and

WHEREAS, on February 2, 2026, Pickens County Council adopted Ordinance No. 675 establishing a temporary six-month moratorium on the acceptance and processing of permit applications for RV Parks and Campgrounds in order to study and evaluate potential amendments to the Unified Development Standards Ordinance; and

WHEREAS, during the moratorium period, County Council, staff, and the Planning Commission reviewed existing standards and determined that amendments to Section 302 and related definitions in Article 16 are necessary and appropriate to protect the public health, safety, and welfare; and

WHEREAS, Section 302 of the UDSO establishes standards and requirements applicable to Campgrounds; and

WHEREAS, Article 16 of the UDSO contains definitions applicable to Campgrounds and Campsites; and

WHEREAS, Pickens County Council finds that amendments to Section 302 and Article 16 require corresponding updates to Article 8 and Article 12 and to other references throughout the UDSO to ensure internal consistency; and

WHEREAS, Pickens County Council finds that the amendments adopted herein are consistent with the County's Comprehensive Plan and are in the best interest of the citizens of Pickens County.

NOW, THEREFORE, be it ordained, by the Pickens County Council, South Carolina, in a meeting duly assembled, County Council adopts the above-stated recitals as findings of fact and enacts the following Ordinance:

Article 3 Amendments:

Sec. 302 ~~Recreational Vehicle (RV) Parks and Campgrounds.~~

302 (a) Purpose.

The purpose of this section is to provide opportunities for quality developed ~~campgrounds-Campgrounds and recreational vehicle parks~~ that are properly sited where there is adequate public street access and adequate access to other public services which may be needed by such ~~an~~ endeavor. In order to create a desirable and successful recreation environment while protecting the public health, safety, and welfare, Planning Commission review and consideration will be required; ~~unless exempted in the following sections. Two or more RVs on one single parcel constitutes an RV Park.~~

302 (b) Use Standards.

- (1) Each ~~park or campground-Campground~~ must have direct frontage and access to a collector or arterial street.

Access to each individual ~~Campsite~~ and other provided structures shall be from internal/private roads. Individual ~~Campsites~~ shall not be accessed directly from a public road.

1a. Roadways, ~~and any area used for vehicular movement, circulation and parking~~ within a ~~an RV Park or Campground~~ shall be constructed ~~and maintained~~ to all-weather standards: ~~graded road of equivalent materials that is passable by vehicles under both wet and dry weather conditions.~~

1b. All roadways shall have a minimum travel width of twelve feet (12') for single lane travel and twenty-four feet (24') for two lane travel, and a thirty-five foot (35') turning radius required on all ~~turnarounds and~~ curves to allow access by emergency vehicles.

- (2) ~~RV parks and campgrounds-Campgrounds shall be permitted only on sites containing must be a~~ minimum of five (5)-acres in size and shall not exceed ~~a maximum of ten (10)-acres in total gross site area. A modification of the maximum acreage may be approved only by the Board of Appeals in application of a variance, upon a finding that the proposed use will not adversely impact surrounding properties, public infrastructure, or the character of the area. in the Appalachian, Agricultural, and Natural Heritage Areas and must be a minimum of five (5)-acres in the Community Center and Gateway Areas.~~

- (3) No ~~Campsite~~ shall be used as a permanent residence and shall only be for the use of travel trailers, pickup campers, coaches, motor homes, camping trailers, other vehicular accommodations, tents, park model units, and on-site rental cabins. No ~~Campsite~~ may be used for more than ~~one hundred eighty (180)one hundred thirty-five (135) days in any calendar yearwithin any consecutive 365-day period~~ by the same occupant.

~~3a. The 135 day limit applies cumulatively. Whether the days are consecutive or non-consecutive, the total stay shall not exceed 135 days per 365-day period.~~

~~3b. Moving from one Campsite to another within the same Campground does not reset the 135 day occupancy clock.~~

- (4) Overall density of the ~~park or campground-Campground~~ shall be limited to no more than ~~four-five (54) Campsites~~ per acre.

Commented [AF1]: DAP add clarifying language

4a. Cabins must not exceed 700SF. The 700SF limit specifically includes the main building foundation as well as all attached decks, porches and patios (whether covered or uncovered).

4b. Cabins must have a twenty foot (20') minimum space on all sides between each cabin and other adjacent structures, including but not limited to, parking pads, bathhouse, office and other structures.

4c. The number of cabins allowed in a Campground shall not exceed twenty-five percent (25%) of the total number of Campsites.

(5) Minimum Space Size. A minimum net space of 690 square feet is required for each ~~RV space~~Campsite.

(6) Setbacks. ~~RV Parks~~Campgrounds shall maintain a minimum setback of 100 feet from all property lines.

(7) ~~Camps~~Sites may be served by on-site sewage disposal system as permitted by ~~SCDHEC~~SCDES; however, each individual Campsite may not be served with an individual system.

(8) For Campsites within the ~~park~~ Campground that are not otherwise served with sewage disposal connections, an onsite bath house (provisions for restroom and bathing facilities) must be provided.

(9) ~~Camps~~Sites shall not be served by individually metered power or water service. All utilities shall be provided through a master-metered or centralized system serving the campground as a single development. All campsites shall have access to an approved water supply system. Wastewater shall be disposed of through public sewer where available, or through a centralized system permitted by the South Carolina Department of Environmental Services. Individual septic systems for separate campsites are prohibited.

~~When multiple Campsites are being provided, master meter(s) must provide service to the entire parkCampground. All Campsites must have access to public water, either directly or communally.~~

Commented [AF2]: DAP add clarifying language

(10) For ~~parks~~ Campgrounds with more than four (4) sites a storm shelter shall be provided per IRC standards.

(11) At the time of application for ~~land-use approval~~ development permit, ~~RV parks and campgrounds~~ Campgrounds must include a proper ~~site management~~ Management plan Plan to be instituted once operational.

(12) 911 Addressing is required for ~~all RV parks and campground~~ each Campsite within the Campground.

(13) Buffers. ~~RV parks~~ Campgrounds are subject to a Class II Buffer (see Figure 8.2, Section 812)

(14) Minimum Separation Between ~~Recreational Vehicles~~ RVs.

14a. A distance of at least 10 feet shall be maintained between recreational vehiclesRVs.

14b. For the purpose of this requirement, accessory structures and accessories attached to an RV are considered a part of the recreational vehicle.

(15) Lighting. All lighting within a Campground must be Dark Sky compliant.

(16) Enforcement. Environmental Enforcement is authorized to conduct periodic inspections to verify compliance with the standards set forth in Section 302 and the Campground's Management Plan and, if necessary, issue citations in accordance with Section 1504 of this Development Ordinance.

Commented [AF3]: Placeholder language here, edit as necessary. To be clear, similar language already exists in Section 1504 of the UDSO, so I don't think it's needed here.

Article 16 Amendments:

Campground: A parcel or tract of land, or multiple contiguous parcels, where two (2) or more sites are provided for the temporary occupancy of tents, coaches, motor homes, recreation vehicles (RVs), travel trailers, pick-up campers, park model units, cabins, or other similar camping units. The primary purpose of a Campground is to offer temporary outdoor living and accommodation for compensation. The term "Campground" shall include all associated services, facilities, roads, utility hookups, accessory structures and other amenities provided for the use of the occupants.

This term does not include:

1. The use of residential property for camping by the property owner or their non-paying guests.
2. A mobile home park or other development regulated for the purpose of permanent residential occupancy.
3. A recreational vehicle parked or stored on a single lot, when not part of a multi-site commercial establishment.

Campsite: A designated and demarcated area of land within a permitted Campground intended for the placement of a single lodging unit for the exclusive use of a single party. For the purposes of this Ordinance, a Campsite may be designed to accommodate:

1. Transient Equipment: User-provided shelters such as tents, travel trailers, pick-up campers or RVs.
2. Glamping Units: Owner-provided semi-permanent units such as yurts, safari tents or domes.
- 4.3. Cabins: Owner-provided permanent structures constructed in accordance with applicable building codes. Cabins must be park model units or site built.

Article 12 Amendment:

1203 (a) Land use permits. Certain uses of land, those identified in detail in Article 3, and listed below, require the submittal of an application and require a hearing before and approval of the Planning Commission. The Planning Commission must approve the land use prior to development and construction. A land use request for a major subdivision, a multi-family project, or certain non-residential projects must include a sketch plan or concept plan showing the proposed lots, layout of the buildings, parking lots, etc.

Uses requiring a hearing before and approval from the Planning Commission:

- 1) ~~Recreation Vehicle (RV) Parks and~~ Campgrounds
- 2) Motorized Vehicle Tracks
- 3) Mining and Extracting Operations
- 4) Outdoor Shooting Ranges
- 5) Stockyards, Slaughterhouses, Feedlots, Kennels, and Animal Auction Houses
- 6) Golf Course
- 7) Sexually Oriented Business
- 8) Certain Public Service Uses
 - a. Landfills
 - b. Water and Sewerage Treatment Facilities
 - c. Electrical Substations
 - d. Prisons
 - e. Recycling Stations
 - f. Transfer Stations
 - g. Schools
 - h. Water and Sewer Lines
 - i. Junkyards
- 9) Large Scale Projects
- 10) Major Subdivisions
- 11) Junkyards
- 12) Communications Towers
- 13) Multi-Family Developments/Townhomes (3 or more units)
- 14) Manufactured Home Park
- 15) Prisons
- 16) Sewerage Treatment Plants
- 17) Landfills
- 18) Tattoo Facilities
- 19) Expansion by 25% or greater of the uses listed above

Article 8 Amendment:

Table 8.2 Buffer Requirements

Existing Adjacent Uses

Proposed Use	Residential: SF and Duplex	Residential: Attached and Multi-Family (3 units/acre)	Residential: Attached and Multi-Family (4-11 units/acre)	Residential: Attached and Multi-Family (12 or more units/acre)	Mobile Home Parks	Campgrounds	Office/Commercial: <.35 FAR	Office/Commercial: .36 to 1.00 FAR	Office/Commercial: >1.00 FAR, shopping centers and office parks > 250,000SF	Industrial/Warehouse: Light	Industrial/Warehouse: Heavy	Institutional	Local Street	All Other Streets	Vacant Property
Residential: SF and Duplex	0	0	0	0	0	<u>0</u>	0	0	0	0	0	0	0	0	0
Residential: Attached and Multi-Family (3 units/acre)	3	0	0	0	0	<u>0</u>	1	1	1	1	1	1	2	0	0
Residential: Attached and Multi-Family (4-11 units/acre)	4	0	0	0	1	<u>1</u>	1	1	1	1	1	1	2	1	1
Residential: Attached and Multi-Family (12 units/acre)	5	0	0	0	1	<u>1</u>	1	1	1	1	1	2	2	1	1
Mobile Home Parks	5	2	2	2	0	<u>1</u>	2	2	2	1	1	2	2	1	1
Campgrounds	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>
Office/Commercial: <.35 FAR	4	3	3	3	1	<u>1</u>	0	0	0	0	0	2	2	1	1
Office/Commercial: .36 to 1.00 FAR	5	3	3	3	2	<u>2</u>	0	0	0	0	0	2	2	1	1
Office/Commercial: >1.00 FAR, shopping centers and office parks >250,000SF	6	3	3	3	2	<u>2</u>	0	0	0	0	0	2	2	1	1
Industrial/Warehouse: Light	5	4	4	4	3	<u>3</u>	0	0	0	0	0	4	1	1	1
Industrial/Warehouse: Heavy	6	5	5	5	4	<u>4</u>	3	3	3	0	0	6	2	1	1
Institutional	4	2	2	2	2	<u>2</u>	0	0	0	0	0	0	1	1	1

Partial Termination of Ordinance No. 675.

Upon third reading and adoption of this Ordinance, the portion of Ordinance No. 675 imposing a moratorium on the acceptance and processing of permit applications for RV Parks and Campgrounds is hereby terminated.

All other provisions of Ordinance No. 675 shall remain in full force and effect until their expiration or earlier termination by County Council.

Supersession of Inconsistent Provisions.

This Ordinance supersedes any inconsistent provisions of the Pickens County Code, the Unified Development Standards Ordinance, or any prior ordinance to the extent of such inconsistency. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Effective Date.

This Ordinance shall become effective upon third reading and adoption by Pickens County Council.

Passed and approved, this ____ day of _____, 2026.

COUNTY COUNCIL OF PICKENS COUNTY,
SOUTH CAROLINA

Alex Saitta, Chairman of County Council
Pickens County, South Carolina

(SEAL)

Attest:

Meagan Nations, Clerk of County Council

Pickens County, South Carolina



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.aeronautics.sc.gov

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR

Aeronautics Commission

Delphin A. Gantt, Jr.
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Denise Bryan, CM
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Chad McGowan, Esq
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

January 30, 2026

Mr Carlos Salinas, Airport Manager
Pickens County
222 McDaniel Avenue, B-2
Pickens, South Carolina 29671

Re: South Carolina Aeronautics Commission
SCAC Grant No: 26-006
Pickens County Airport (LQK)
Project Description: Study Commerce Park Development (Planning)

Dear Mr Salinas,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$69,600** to **Pickens County** for the **Study Commerce Park Development (Planning)** project at the **Pickens County Airport (LQK)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for State and Local government funds. Project costs and funding are as follows:

Federal Funds	\$ 0
State Funds	\$ 69,600
Airport Sponsor Funds	\$ 46,400
Total Project Cost	\$ 116,000

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience. Remember that the document requires signatures in multiple locations.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)

RULES AND REGULATIONS FOR PICKENS COUNTY AIRPORT

Section I – Introduction

Pickens County Airport (LQK) is a General Aviation Airport owned by Pickens County and dedicated to providing aviation facilities to the general public and business interests in a non-discriminatory manner. The physical layout of the Airport is depicted in Appendices A and C attached hereto.

A. Airport Mission – The primary mission of the Airport is to provide facilities for safe and efficient use in support of aviation and transportation needs and economic development of the upstate of the State of South Carolina.

B. Manual Purpose – These Rules and Regulations contain the Minimum Standards, rules, regulations, policies, and procedures that shall be adhered to by all users, FBOs, tenants, and guests that shall avail themselves of the facilities of the Airport. All such rules, regulations, and established procedures established, are considered statutory. The provisions contained in these Rules and Regulations follow all applicable statutes, ordinances, rules, orders, regulations, and other requirements of the Federal, State, County, and Municipal government. All such regulations now existing and any changes or amendments made hereafter are hereby incorporated in the terms of this manual as if set out verbatim. Failure to comply by any person using the facilities of the Airport may result in the forfeiture of the rights of usage of these facilities and could result in penalties. A current, online electronic version of these Rules and Regulations shall be available through the Airport website.

C. Target Audiences – The target audiences for these Rules and Regulations include:

1. Hangar Tenants
2. County Staff
3. FBO Staff
4. SASO Staff
5. Tenant Organizations
6. Other Users

D. Provisions for modification – These Rules and Regulations, or any part thereof, may be modified, altered, or changed by Pickens County government and the initial set of these Rules and other major changes are to be ratified by a majority vote by the Pickens County Council. In instances where a rule change is necessary to insure the continued safe operation of the Airport or minor changes as determined by the County Administrator, changes shall be considered to be in effect after providing adequate public notice of at least fourteen days. Emergency modification may take place without such ratification; however, such changes shall be submitted to County Council for approval and ratification within fourteen days, and a public notice of the emergency rules and proposed changes disseminated as soon as practicable.

Section II – Airport Staff

A. Airport Staff are current, official employees of the Airport Sponsor (Pickens County), a Fixed Base Operator (FBO), or a Specialized Aviation Service Operator (SASO) who are assigned to the Airport on a temporary or permanent basis.

B. Airport Administrator (hereinafter the “ Administrator”) is a County employee who reports to the County Administrator. In addition to discharging management, financial, and administrative tasks associated with the operation and maintenance (O&M) of the Airport, the Administrator also has limited enforcement authority associated with “on Airport” safe motor vehicle and equipment operation and parking, fire code, and hangar occupancy.

C. Fixed Base Operator (FBO) is an organization which operates the Airport on a routine, day-to-day basis. The FBO may be staffed by County employees or contracted to a commercial entity acting on behalf of the County. The FBO may provide services such as the sale of aviation fuels and oils, the provision of tie down and hangar space, and educational programs for flight training and maintenance.

D. Specialized Aviation Service Operator (SASO) is a business tenant, based at the Airport, who provides specialized or limited aviation services such as flight instruction or aircraft maintenance.

Section III – Airport Administration and Finance

A. In General – The Airport Administrator shall be responsible for effective and efficient Airport administrative and financial management in accordance with industry best practices and applicable Federal, State, and Local laws, ordinances, and regulations. Other County Staff or Airport entities shall assist in this effort as appropriate and in accordance with service agreements.

B. Funding– The Airport may receive additional general funds and support from the Airport Sponsor. In accordance with FAA Grant Assurances, the Airport shall pursue financial self-sustainment through the generation of revenue by establishing appropriate service rates and fees.

C. Recurring County Budget process – The Airport Administrator shall prepare, on a recurring basis, an Airport operating budget request based on the County Fiscal Year (FY) as part of the County’s budget process. This request shall be in accordance with guidance provided by the County Administrator and shall include a Fiscal Year Airport Rate and Fee Schedule.

D. Federal and State Grants for Airport development and maintenance – The Airport Administrator shall make maximum effective use of Federal and State Grant funding opportunities to promote the development and maintenance of the Airport consistent with the Airport Capital Improvement Plan (ACIP) and available local matching funds.

E. County Procurement Process – The Airport Administrator shall be guided by the provisions of the County Procurement process in addition to relevant County ordinances and state law.

F. For-profit, third-party vendors operating at the Airport – Unless specifically excluded or exempted, any for-profit, third-party vendor engaged by an Airport Tenant or Visitor to perform

work at the Airport shall register in advance with the Airport Administrator. The registration process and associated requirements are contained in **Appendix E** of these Rules and Regulations.

G. Administrative Forms – The Airport Administrator shall develop, maintain, and make available to those concerned, forms in order to facilitate the recurring administrative process of the Airport.

H. Airport Website – The Airport Administrator shall manage a website, and other electronic media as appropriate and consistent with County policy, that promotes and thoroughly explains the Airport and its operation, history, facilities, and rules and regulations.

I. Lease Agreements – The Airport Administrator shall manage lease agreements for Airport Hangar or Tie-Down Tenants, access agreements for ultralight operators, FBOs, SASOs, Aeronautical and Non-Aeronautical Businesses, or other entities that use Airport Property in order to ensure fair compensation to the Airport and an equitable distribution of associated risk.

J. Ramp Fees – The Airport Administrator may, as part of the Budget process and Revenue generation plan, impose a reasonable Ramp Fee on transient aircraft visiting the Airport in a fair, consistent, and equitable manner. The Ramp Fee may be waived in the following situations:

- If the aircraft is registered to the US Government or US Military;
- If the aircraft operator purchases stipulated goods or services from the Fixed-Base Operator (FBO) or SASO;
- If the aircraft is on a medical mercy mission, is engaged in disaster relief, firefighting, or similar public purpose, or is engaged in civil defense activities;
- The Airport may, in its discretion, set a threshold weight or size aircraft as a minimum to which the obligation to pay Ramp Fees is applicable.
- Other conditions established by the Airport.

Section IV – Aircraft Policies and Rules

The rules set forth in this section may be deviated from when an emergency arises that requires such deviation in the interest of safety. Any such deviation is at the discretion of the pilot in command who should be prepared to accept any consequences that may arise from such actions.

A. Noise Abatement – The Airport is assigned a standard traffic pattern (Left turn pattern for approaches into Runway 5 and Left turn pattern for approaches into Runway 23). As the Airport seeks to be a good neighbor, pilots are encouraged to engage in aircraft noise abatement over nearby residential areas. Compliance is voluntary but strongly encouraged by all pilots operating in proximity to the Airport.

B. Prohibited or Restricted Aircraft Operations – The following Aircraft operations are prohibited or restricted at the Airport:

1. **Parachute Jumping** – 14 CFR § 105.23 states (for airports without an operating Air Traffic Control Tower), “No person may conduct a parachute operation, and no pilot in command of an aircraft may allow a parachute operation to be conducted from that aircraft, over or onto any airport unless prior approval has been obtained from the management of the airport to conduct parachute operations over or on that airport.”

2. **Stunt Flying or Aerobatics** – No person shall operate an aircraft in a careless or reckless manner so as endanger the life or property of others by “buzzing”, diving, or low altitude flying. Except for public displays or aviation flight, specifically authorized by the Airport Administrator to be conducted under responsible auspices and control, no person shall conduct stunt flying or aerobatics within the Airport environment, including the areas normally referred to as “traffic patterns.”

3. **Balloon Flight** – No flight or ground demonstrations involving balloons, or training or practice thereof, shall be conducted on or over the Airport without the advance approval of the Airport Administrator.

4. **Ultralight Operations** – Ultralight Operations are only permitted at the Airport by operators who have executed an Access Agreement with the Airport as allowed in Section X, herein and are in compliance with these rules, regulations, and the Federal Aviation Regulations.

5. **Game Day Traffic, Air Shows, and Aerial Demonstrations** – The Airport reserves the right to temporarily restrict flight operations at times of heavy traffic such as game day air traffic operations, or during air shows and aerial demonstrations. Such restrictions will be evidenced by the issuance of a NOTAM that provides the effective date and time of such restricted flight operations.

6. **Drone/UAS Operations** – No drone operations are allowed within five (5) miles of the Airport without the express authorization of the FAA. This prohibition includes, but is not limited to recreational, commercial, law enforcement, or research drones and UAS.

C. Airport / Runway Closure – Except for emergency landings, the Airport Administrator may prohibit aircraft arrivals and departures at such times as he deems necessary to ensure the safety of persons and property. This action may be taken by issuance of a NOTAM, if ordered by the FAA.

D. Student Pilots – All student flying shall be under the supervision of an FAA Certified Flight Instructor (CFI).

E. Aircraft engine run up – No aircraft engine shall be started or run unless a competent operator is in the aircraft attending the engine controls. Chocks will be used unless the aircraft is provided with adequate parking brakes which are fully engaged. Starting of aircraft engines is prohibited until proper obstruction clearance has been ascertained and until all standard safety procedures have been met. Aircraft engines will be warmed up at RPMs above normal idle only in approved places. At no time shall aircraft engines be run or warmed up at RPMs higher than normal idle

when the propeller stream or jet exhaust from such operation may cause harm to any other aircraft, shop, building, person, automobile, or any property whatsoever.

F. Parking Apron – The Airport Administrator or FBO Line Staff shall have the authority to coordinate the use of the aircraft parking apron, and parking areas.

G. Holding Short – Aircraft awaiting takeoff shall hold short of the “Hold Line” on the taxiway in use and be in a position so as to have a direct view of aircraft approaching for landing.

H. Traffic Pattern – The landing direction and traffic pattern for Runway 05 and 23 will be as Left Traffic or as depicted in the FAA Airport Facility Directory for LQK.

I. Runway Clearance – Pilots shall clear the active runway, using the designated intersection taxiways, as soon as safely practical in order to not cause undue delay to other arriving aircraft.

J. Helicopters – Rotary wing aircraft equipped with skids will land or take off from the rigid pavement helicopter pads or a suitable dolly. Rotary wing aircraft equipped with pneumatic landing gear may touch down and park on flexible pavement on the apron.

K. Removal of Derelict Aircraft – The Airport Administrator may demand, of the owner, the removal of any abandoned, disabled, or derelict aircraft or parts thereof, from the Airport or to a designated area. If such demand is not met within a reasonable time, the Airport Administrator is authorized to affect the removal of said aircraft or parts at the owner’s expense.

L. Radio Communication – It is strongly recommended by the Pickens County Airport Administrator, that each pilot use two-way radio communication while in the Airport environment. Due to the volume mix and variety of aircraft, speed ranges, and pilot proficiencies around the Airport, the use of two-way radio communication will greatly enhance the safety of operations at the Pickens County Airport.

Section V – General Conduct.

A. Public to observe and obey posted signs, fences and barricades prohibiting entry. The public shall observe and obey all posted signs, fences and barricades prohibiting entry upon aircraft operation areas (AOAs) or governing the activities and demeanor of the public while on the airport.

B. Restricted areas. No person shall be permitted to walk or drive across or upon the AOA without written authority from the Administrator.

C. Disorderly conduct. No person shall commit any act of nuisance, nor conduct or engage in any form of gambling on the airport premises.

D. Refuse to be disposed of in receptacles. No person shall dispose of garbage, recyclables, papers, refuse or other material on the airport premises except in receptacles provided for that purpose.

E. Vandalism and damage to airport property. No person shall destroy, injure, damage, deface or disturb in any way public property of any nature located on the airport. Any person causing or being responsible for the injury, destruction or damage or disturbances to airport property shall report such activity to the office of the Administrator and, upon demand by such office, shall reimburse the county for the full amount of damage.

F. Tampering or interfering with aircraft. No person shall tamper or interfere with any aircraft or put in motion the engine of such aircraft or use any aircraft parts, instruments or tools without permission of the owner or by specific instructions of the Administrator.

G. Pets at airport prohibited; exception. No person shall enter the AOA or terminal building at the airport with any pet except guide dogs and pets that are to be or have been transported by air, provided that such pets are suitably housed in approved containers or leashed. The custodian of such pet is solely responsible to ensure that such pet does not soil airport premises.

H. Firearms prohibited; exceptions. No person shall carry or transport firearms, gas, air, or spring-activated guns, explosives, flammable material or dangerous weapons except when such firearms, guns or weapons are encased by transshipment. This section shall not apply to credentialed law enforcement officers and other persons who are authorized by federal, state or local laws to be armed.

I. Plans and specifications for hangars, shops or other buildings. Plans and specifications for hangars, shops or other buildings to be constructed on the airport shall be submitted to the County for approval. Location and height shall conform to the airport master plan and current FAA regulations.

J. Right to regulate. The Airport Sponsor has the right to and does regulate all commercial enterprises using the airport as a basis of operation, whether such operation is aeronautical or nonaeronautical in nature. No commercial operation of any kind or type shall be conducted on the airport unless specifically authorized by the Airport Sponsor by and through the Airport Administrator.

K. Flying Club/Joint Ownership. A Flying Club or Joint Ownership is recognized as a plan for the joint ownership of aircraft and the fair distribution of the cost of maintaining and operating such aircraft. Such operation is not considered to be a commercial venture when so operated. Neither is flight instruction by club members or joint owners for other members considered to be commercial in nature so long as there is no profit or for-hire motive involved in the operation. Should a question arise, the Administrator will determine if such operations are commercial. If the nature of operations is determined to be commercial, the club/ownership shall conform to the requirements set forth in this article for commercial fixed base operators. Joint ownership of a single aircraft in and of itself does not constitute a Flying Club, but in determining whether such flying club exists, the Administrator shall review the totality of the circumstances after consultation with one or more of the aircraft owner(s).

L. Use of airport or any of its facilities. The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user to obey all the rules, regulations, and standards

provided herein and adopted by the Airport Sponsor. The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user; and such use shall release and hold harmless and indemnify the County, its officers and employees, from any liability or loss resulting from such use, as well as to claims of third persons using the airport. The privilege of using the airport shall be upon the further condition that any person desiring to use the airport shall maintain a current policy of indemnity against personal injury and property damage as set forth in the Fee and Insurance Schedule.

M. Solicitations. No person shall solicit funds for any purpose, and no signs or advertisements may be posted at the airport without permission of the Administrator. The Airport may maintain a bulletin board in which the Airport and interested private parties may post information of aeronautical interest to the community.

N. Fire and safety. The following fire and safety regulations shall apply to all persons, aircraft, equipment and facilities at the airport:

1. Smoking or lighting of an open flame is prohibited at places with posted signs, or within 50 feet of hangars, fuel trucks, fuel loading stations, and tank farms.
2. No person shall start an open fire at any place on the airport property without permission of the Airport Administrator.
3. No persons shall store material or equipment, use flammable liquids or gases, or allow their premises to become in such condition so as to violate in any manner the fire code in force in the area of the Airport. The storage of paint thinners, fuels, or other such volatile materials in hangars is prohibited.
4. Tenants of all hangars and buildings shall notify the Airport Administrator if a fire extinguisher is used, if an extinguisher bottle pressure is below the operating range, or if an extinguisher is in need of replacement.
5. Tenants and persons are required to keep their premises clean and clear of all rubbish, junk, debris, old aircraft and vehicles, and unsightly objects.

Section VI – Airport Operations

A. Unicom / CTAF – The Airport Sponsor shall maintain a current license from the Federal Communications Commission (FCC) to operate an aviation band receiver – transmitter on the designated Universal Communication (Unicom) / Common Traffic Advisory Frequency (CTAF). This communications net shall be monitored by FBO personnel during terminal hours of operation on a workload allowable basis. Pilots operating on or near the vicinity of the Airport are strongly encouraged to monitor and broadcast on the designated Unicom / CTAF.

B. Rotating Beacon and Wind Cone – The Rotating Beacon and Wind cone shall be provided and maintained at the Airport in good working order in order to fulfill their intended purpose in accordance with published FAA Advisory Circulars (ACs). If the Rotating Beacon or Wind cone is temporarily out of order, a NOTAM will be issued.

C. Air Traffic Control (ATC) Services – There is no Air Traffic Control Tower on site at the Airport. FAA ATC services are provided by Greer Approach Control.

D. Aircraft Rescue and Fire Fighting (ARFF) Services – There is no ARFF Station located on the Airport. ARFF Services are provided by the Pickens County Fire Department based at area Fire Stations. Requests for ARFF and other emergency response services are made through the 9-1-1 Call Center.

Section VII – General Policies for All Tenants and Users

A. Condition of Premises: Lessee accepts the premises as is, with no warranty, either express or implied on the condition of the premises or the suitability of the premises for any certain purpose. Lessee assumes full responsibility to furnish equipment necessary to properly secure Lessee's aircraft(s) and aircraft equipment.

B. Renewal: Lessor may increase the rental amount and/or late fees for any subsequent rental periods. Lessor reserves the right not to renew an Agreement for any subsequent rental periods.

C. General Conditions and Rules:

- Lessee will make no changes or alterations of any nature to the premises without obtaining prior written consent from the Administrator and shall not paint or place any signs thereon.
- Lessee agrees to maintain the premises in good repair and return same to Lessor in the same condition as when first received, natural wear and tear excluded.
- Lessee shall not sublet any portion of the premises or assign this lease in whole or in part. Lessee agrees that no aircraft other than that identified herein will be brought or kept on the premises.
- Lessor and/or its agents shall have the right to enter the premises to examine same, and to make repairs, additions, or alterations as Lessor may deem necessary.
- No aircraft, automobile, truck, motorcycle, or any vehicle of any type shall be parked on the apron overnight, or anytime it would be a hazard to taxiing aircraft in the hanger area.
- Taxiing aircraft shall have the right of way at all times over automobiles or vehicular traffic in the hangar area.
- The speed on the hangar ramp shall be 15 mph for both aircraft and automobiles and vehicle traffic; this includes the tarmac and ramp area.
- Aircraft owners may park their automobile in their assigned hangar while aircraft is in use. However, antique autos, junk vehicles, and boats may not be stored in hangars.
- The accumulation of rubbish, rags, trash, cans, grease, food items, gasoline, and other combustible materials in or about hangar is prohibited. A tenant must store grease, sealants, oil and epoxy materials in a fireproof locker acceptable to the Fire Marshall.
- Lessee shall keep the hangars clear at all times and understand that said hangar is subject to inspection by Airport Administrator or Director and/or Fire Marshall upon reasonable notice. If found to be a fire or accident hazard, lessee shall be informed and within two (2) days of said notice, shall clean the hangar to the satisfaction of the Airport Administrator or Director and/or Fire Marshall.

- Airport hangars and tiedowns are for the storage of aircraft only. They are not to be used for workshop or major repair maintenance shops. Any homebuilt aircraft projects must be approved by the Airport Administrator.
- No welding or painting allowed inside or outside of leased units.
- Refueling of aircraft inside hangars is a fire hazard and is strictly forbidden.
- Heavy duty pad locks are furnished with each hangar, if locks are replaced, the Airport Administrator shall be provided with a key to the hangar.
- Aircraft engines are not to be started or operated inside the hangars for any reason whatsoever.
- Taxiing in or out of hangars is prohibited.
- Lessee shall be permitted to perform only those repairs and/or maintenance which are specifically authorized under FAA regs, part 43. Lessee further covenants and agrees to not conduct or permit any commercial activity at or in the rented facility. This shall not prevent an owner from having certificated maintenance personnel perform routine maintenance on an aircraft owned by the Lessee.
- Lessee or other user agrees to abide by all rules and regulations concerning operational safety, parking of aircraft, and other vehicles, fire prevention, environmental and related matters as set forth by Federal, State, and local governments.
- Airport personnel are not responsible for moving or towing aircraft in or out of hangars.
- Vehicles driven to the hangar or ramp area are forbidden to travel on taxiways without Administrator's approval.

Section VIII – Policies and Rules for Hangar Tenants

The following Policies and Rules for Airport Hangar Tenants are hereby published:

A. Hangar Purpose – The Aircraft Hangars shall be used as a storage facility for the lessee's own aircraft, said aircraft being specifically identified in the hangar lease.

B. Oxygen Bottles – Tenants storing and using oxygen bottles for aeronautical purposes shall notify the FBO Manager and store them in accordance with applicable law and regulations.

C. Heavy Tool Use – No person shall operate a welding machine or torch of any type in the hangars. Neither shall any person operate any grinding equipment or spark-producing tools in the hangars.

D. Flammable Liquids – No person shall use any flammable liquids (with a flashpoint lower than 100 degrees F) to wash parts or clean any section of an aircraft or engine, except with an approved parts washer. The use of any parts washers and solvents shall also be accompanied by proper manifesting disposal in accordance with SC Department of Environmental Services (DES) and US Environmental Protection Agency regulations, guidelines, and in accordance with the manufacturer's recommendations. No dispensing, transfer, or storage of flammable or combustible liquids or hazardous wastes shall be permitted inside of the hangars.

E. Endangerment – No person shall perform any activity that could endanger the safety of the hangars or personnel. No hangar tenant is authorized access to any Airport building roof.

F. Business Activity Prohibition – No hangar shall be used as a business location, or in any way to generate revenues, reimbursement, or compensation to the lessee incident to the sale of parts, maintenance for hire, fuel sales, or other activities of a commercial or business nature. This provision shall not be construed to prohibit the occasional sale, barter, reimbursement or trade in kind of materials or services. This prohibition is waived for flight or ground instruction involving and for the benefit of the owner of an aircraft. Any aviation business is required to register as a commercial operator in accordance with the Minimum Standards for Commercial Operators herein.

G. Building Modifications – No structural changes, modifications, or additions shall be made to the hangars by the lessee without prior, written approval of the Airport Administrator . No wall dividing panels shall be removed by Hangar Tenants.

H. Hangar Waiting List – At any time there may exist a shortage of hangars for lease. At such time a “Waiting List” will be maintained by the Airport Administrator , and will be available to interested parties, during normal working hours. Interested parties should contact the Airport Administrator by mail, email, or in person if they desire to have their name added to the waiting list. Hangars are assigned on a “first come, first served” basis providing that the aircraft is of a compatible size with the next available hangar.

I. Turnover Inspections – Joint turnover inspections of Hangars will be conducted by the FBO Staff upon Tenant move-out and move-in. Hangars shall be free of damage, debris, surplus items, and “broom clean” upon move-out and move-in. Any agreed-to transfer of furniture, modifications, or other property between out-going and in-coming tenants shall be noted and becomes the sole responsibility of the new tenant thereafter.

J. Good Housekeeping – Good housekeeping within hangars shall be practiced by the tenants for the purpose of ensuring health, comfort, safety, and environmental compliance. Storage of extemporaneous items unrelated to aeronautical activities and other clutter is prohibited.

K. Compliance with Fire Code – All Fire Codes, as adopted by Pickens County shall be in effect. Any other provision or prohibitions, as so stated herein, shall apply as well. Periodic compliance inspections of hangars may be conducted by the Fire Marshal or County Safety Staff.

Typical inspection discrepancies include:

- Improper storage of oily rags
- Improper use of electrical items (power strips, multi-plugs, extension cords)
- Failure to maintain “NO SMOKING” sign
- Storage of Liquid Propane (LP) tanks
- Improper storage of flammable/hazardous materials

L. Airworthy Aircraft – Upon request, hangar tenants shall provide evidence of ownership of their aircraft. Airport Management may refuse to renew or grant a hangar lease to a home-built / aircraft restoration tenant or applicant under any of the following conditions:

1. Over 10% of Airport hangar spaces at the Airport are occupied by Aircraft that are under construction, restoration, or otherwise not airworthy.

2. Six-years have passed since the date of initial hangar lease and the home-built aircraft / restoration is not complete, and no Airworthiness Certificate has been issued by the FAA.

Note: Upon a showing of good cause, an extension of additional lease periods may be granted by the Airport Administrator or the County Administrator.

M. Maintenance and Repair of Airport Facilities – Facility maintenance and repair needs shall be promptly communicated to the FBO Staff for execution by the Airport Sponsor.

N. Insurance – All hangar tenant insurance provided under these Rules shall:

1. Be with a company licensed to do business in South Carolina and acceptable to the County.
2. Be verified by the insurer furnishing the County a Certificate of Insurance (COI) showing the County as an additional insured and containing a waiver of subrogation in favor of the County.
3. Provide the County with an unqualified written statement by the insurer or the insured that no insurance will be cancelled, reduced in amount or materially changed prior to giving ten-days prior notice in writing to the County.
4. All required insurance documents shall be mailed or hand delivered to:

Airport Administrator
Pickens County Airport
238 Airport Road
Liberty, SC 29657

5. Amount of Insurance:
 - a. Aircraft (Hull) and Premises Liability Insurance – Hull insurance required of owners of aircraft who are tenants of the Airport: hull value of aircraft and engines with at least \$1,000,000 combined single-limit liability. In the sole discretion of the Lessor.
 - b. Premises Liability insurance requirement shall not be waived: \$1,000,000 combined single-limit liability. Lessee shall provide proof of such coverage to the Lessor within ten (10) business days following the execution of the Hangar Lease agreement.
 - c. Right of Subrogation Waiver – The Lessee shall waive and have its insurer waive right of subrogation against Lessor. In addition, Lessee will waive and have its insurers waive right of subrogation against the FBO in excess of limits of the liability limits of the policy.

The Airport Administrator shall review these limits as needed and shall make such changes as may be reasonable and necessary. The Airport Administrator may adjust such limits on the recommendation of the County Director of Risk Management at any time or to be applicable to any operation. Where any proposed service or use is not contemplated by these Regulations, the Airport Administrator shall set reasonable requirements.

O. Hangar-to-Aircraft size compatibility – If a single aircraft is significantly smaller than the size of the Corporate Hangar it occupies (small, medium, or large), the lease may not be renewed if the hangar tenant has not taken advantage of a subsequent offer to occupy a smaller available hangar that would accommodate the stored aircraft in the interim. This hangar-to-aircraft size disparity shall be identified and annotated by the Airport Sponsor or their leasing agent at the time of the original lease execution or following a change of based aircraft stored in the corporate hangar.

P. Change of Hangar occupancy – The Airport Sponsor Staff shall change out the pedestrian door(s) lock(s) in a timely manner upon a change of hangar occupancy. The lock / core removed may be re-applied at a later date to another hangar if serviceable and secure. The out-going hangar tenant shall return all keys to the hangar leasing agent upon lease termination.

Q. Security Deposit – Upon initial execution of a hangar lease agreement, the lessee shall pay the lessor a security deposit in an amount equivalent to one month's rent at the time of the execution of the original lease agreement. This shall be held by the lessor for the duration of the lease. If the lessee relocates to a different hangar at the Airport, the security deposit may be transferred to the cover the new hangar if the amount is roughly equivalent. If all conditions for vacating the hangar upon termination of the lease agreement are adequately satisfied, then the security deposit will be refunded to the departing tenant.

Fees: The schedule of fees for Tenants and Users is contained in Appendix F, herein. The County may adjust these fees from time to time as necessary.

Section IX – Surface Tie Down Tenants

A. Tie Down Lease Required: Owners of aircraft seeking to secure a tie down parking space for their aircraft beyond normal transient parking at the Pickens County Airport are required to enter into a Tie Down Lease on terms set forth by the County. If a non-owner seeks a Tie Down Lease, it must demonstrate that it has the permission of the Aircraft owner to enter into a lease. Such permission may be in the form of a lease or similar document giving the applicant a right of possession of the Aircraft.

B. Insurance. Tie Down tenants are required to purchase and maintain liability insurance for operations in an amount of \$1,000,000 per occurrence for ground and flight operations, and hull insurance for the value of the Aircraft. In addition, the County should be named in the policy as an additional insured with a waiver of the right of subrogation against the County. Submitting evidence of a Certificate of Insurance is required prior to approval of an owner's Tie Down Lease.

C. Application: An applicant for a Tie Down Lease shall fill out an application on forms provided by the Airport. The Airport will then prepare a lease setting forth standard terms and conditions applicable to Tie Down storage of aircraft.

Attention: Airport Administrator
Pickens County Airport
238 Airport Road
Liberty, SC 29657
Email Pc_airpt@pickenscountysc.gov
Phone Number: 864-843-5803

D. Fees: The Tie Down Lease will provide a standard fee granting approval for the storage of aircraft at the Airport. The standard fees charged by the Airport are listed in Appendix F, herein. The Airport reserves the right to review its fee schedule from time to time and make adjustments as needed.

E. Airworthy Aircraft – Upon request, tie down tenants shall provide evidence of ownership of their aircraft. Airport Management may refuse to renew or grant a hangar lease for an aircraft that is unairworthy for an extended period of time where no effort has been made to repair the aircraft and return it to service. Tie Down Leases are not intended for long term storage or derelict or unairworthy aircraft

F. Commercial Operations: Aircraft commercial operators must comply with the provisions of these rules and Minimum Standards for Commercial Operators as provided in these Rules. Appendices D and E describe such Minimum Standards and the requirement to obtain a permit to conduct commercial operations at the Airport.

Section X - Ultralight Operations

For the purposes of these rules, “ultralight” shall refer to ultralight vehicles and ultralight trainers. Ultralight vehicles will be operated in accordance with and in compliance with the provisions of FAR Part 103 and the following Rules:

A. Hours of Operation: Except as provided by FAR 103.11, no person may operate an ultralight vehicle within three statute miles of the Pickens County Airport after sunset and before sunrise.

B. Ultralight Runway: The designated operating area for ultralight take-offs and landings shall be the grass ultralight operating area known as Ultralight 5-23 located north of the parallel taxiway and south of Runway 5-23. Ultralight 5-23 is further depicted in the FAA Airport Facility Directory for the Pickens County Airport. No ultralight may land or depart from the paved runways or taxiways without specific written approval of the Airport Administrator.

C. Traffic Pattern: The pattern for Ultralight 5-23 is as indicated in Appendix C, which shall be part of these Rules and Regulations. Pattern altitude shall be 400 (medevac pattern is 500) feet AGL. All operations within 3 miles of the Airport shall be at or below 400 feet AGL. Ultralights shall enter this pattern only from a 45-degree approach to the downwind south of Runways 5-23.

No straight in, crosswind, base leg or any other approach shall be used. Straight out departures shall not be permitted, but 45-degree, crosswind and downwind departures shall be permitted. The pattern shall be left turns only on 23 and right turns only on 5. Ultralights shall at all times stay south of the extended runway centerline of Ultralight 5-23 extending 5 miles out in both directions from the center of the runway. Ultralight operators should be situationally aware of crosswinds and not allow their flight pattern to drift over or in proximity to the airspace used by aircraft arriving or departing from Runway 5-23. Appendix C depicts the traffic pattern and Ultralight Operations Area.

D. Radios: Radios, while not required, are strongly encouraged. Radio equipped ultralights shall, to the extent possible, participate in CTAF procedures.

E. Access Agreement Required: No person may operate an ultralight vehicle to, from, or at the Pickens County Airport unless that person has executed a written Access Agreement in a form and manner suitable to the Airport. An application for authorization via an Access Agreement to operate at Pickens County Airport shall be submitted in person or via mail directly to:

Attention: Airport Administrator
Pickens County Airport
238 Airport Road
Liberty, SC 29657
Email Pc_airpt@pickenscountysc.gov
Phone Number: 864-843-5803

F. Fees: The Access Agreement will provide a standard fee granting approval for the use of the airport premises. The standard fees charged by the Airport are listed in Appendix F, herein. The Airport reserves the right to review its fee schedule from time to time and make adjustments as needed.

G. Weather: No ultralight vehicle may be operated within 3 miles of the Pickens County Airport under weather conditions less than those required for VFR flight which require a minimum of three (3) miles horizontal visibility and a minimum ceiling of 1000 feet AGL.

H. Right-of-Way: Each person operating an ultralight vehicle shall maintain vigilance so as to see and avoid aircraft and shall yield the right-of-way to all aircraft. Ultralight vehicles shall not conduct parallel concurrent operations with aircraft operations on runway 05-23.

I. Insurance. Ultralight operators seeking to conduct flight operations out of the Airport are required to purchase and maintain liability insurance for operations in an amount of \$1,000,000 per occurrence. In addition, the County should be named in the policy as an additional insured with a waiver of the right of subrogation in favor of the County. Submitting evidence of a Certificate of Insurance is required prior to approval of an operator's Access Agreement.

J. Commercial operations. Ultralight commercial operators must comply with the provisions of these rules and Minimum Standards for Commercial Operators providing aircraft rental and flight instruction.

Section XI – Other (non-Hangar) Airport Facilities – Please see Appendix A (Airport Diagram) and Appendix B (Airport Map) for an exhibit showing all Airport Facilities.

A. Terminal Building – The Terminal Building is the base or the FBO and serves as headquarters for Airport operations and management. It is public facility that serves Pickens County Government.

1. Conference Rooms – The conference rooms at the Airport, consistent with its mission, are intended to promote and support *bona fide* public uses including the promotion of aviation and assisting in economic development. Examples of such uses are:

- Meetings by transient airport business personnel
- Meetings by local business personnel
- Meetings by local government staff and elected officials
- Meetings by community improvement organizations
- Meetings by candidates for elected office
- Meetings by aviation organizations
- Meetings by aviation examiners and regulators

The conference rooms are not intended for purely social functions, such as birthday or holiday parties. Neither are they intended to provide free regular and recurring meeting space for locally based businesses or for-profit organizations.

Scheduling of conference rooms will be managed by the Airport Administrator or delegated to the Fixed Based Operator on a first come, first served basis. Groups which meet in the conference rooms will clean up and restore the conference rooms to their pre-meeting condition. Tampering or the unauthorized connection or disconnection of cables in audio / video support systems is prohibited.

2. Offices
3. Lobby
4. Kitchen
5. Flight Planning Room
6. Pilots' Lounge / "Snooze Room"
7. Automobile parking lot

B. Airfield – The Airfield consists of all Airport property, pavement, and facilities including the apron area, taxiways, runways, and appurtenances such as airfield lighting, and clearways, and stopways. With the exception of Airport Staff, authorized maintenance personnel, State and Federal aeronautical personnel, and contractors engaged in authorized construction or maintenance, access to the Airfield is limited to aircraft taxiing, taking off, or landing. Unless expressly authorized (such as a tie-down lease, hangar lease, or Ultralight Access Agreement), no other Airport tenant's vehicle or pedestrian traffic is authorized on the Airfield. Limited, temporary access by vehicle traffic to the taxiway may be temporarily granted by the Airport Administrator or FBO Staff in the event of an inoperable access gate.

C. Airfield Electrical System – The Airfield Electrical System provides all of the Navigational Aids, Edge Lights, Directional Signage, supporting electrical vault, and electrical power backup emergency generator to ensure safe and uninterrupted Airport operations in marginal weather and visibility conditions.

Airfield lighting may normally be engaged as follows:

1. Rotating Beacon – During nighttime and other periods of reduced visibility
2. Wind cone lighting – During nighttime and other periods of reduced visibility
3. Edge lighting – Pilot activated During nighttime and other periods of reduced visibility
4. Directional and distance remaining signage (if installed) – Same as edge lighting
5. Precision Approach Path Indicator (PAPI) (if installed) – Continuously
6. Runway End Identifier Light (REIL) (if installed) – Same as edge lighting

D. Fuel Farm – The Fuel Farm is used to store bulk quantities of aviation fuels such as Aviation Gasoline (Avgas / 100 LL) and Jet A for dispensing to FBO Fuel Trucks and then to aircraft by FBO Staff. The Fuel Farm is permitted for operation by the South Carolina Department of Environmental Services (SCDES). Access to the Fuel Farm area is limited to Airport Staff only; other Airport Tenants are not authorized access to the Fuel Farm.

E. Waste Oil Disposal – It is the responsibility of all tenants and other users of the Airport to properly dispose of or recycle waste oil in compliance with appropriate environmental laws and regulations of Pickens County, the South Carolina Department of Environmental Services, and the US EPA.

F. Waste Fuel Disposal – It is the responsibility of all tenants and other users of the Airport to properly dispose of or recycle waste fuel in compliance with appropriate environmental laws and regulations of Pickens County, the South Carolina Department of Environmental Services, and the US EPA.

Section XII – Tenants

A. Lease Agreements The Administrator shall manage lease agreements for Airport Hangar or Tie-Down Tenants, Ultralight Access Agreements, FBOs, Aeronautical and Non-Aeronautical Businesses, or other entities that use airport property to ensure fair compensation to the Airport and an equitable distribution of associated risk.

B. Hangar Tenants – Hangars are developed and leased for the benefit of General Aviation (GA) operators and the safe and secure storage of their aircraft and associated accessories. Tenants may be individuals, businesses, or joint owners. Hangars shall be leased to tenants on a non-discriminatory, first-come, first-served basis in order to facilitate access to the Airfield and the National Airspace System (NAS). Compliance by Hangar Tenants with the rules, regulations, policies, and procedures contained herein will help ensure a proper-running, public use Airport.

Limitations may be placed on the continued use of Hangar Space for the storage of aircraft that are not currently airworthy.

C. Aviation Organizations – Inherent in the mission of providing a public use Airport is the concurrent promotion of aviation itself. Aviation organizations that provide education, aviation safety, fellowship, and advocacy also, directly or indirectly, support the operation, growth, and development of the Airport. Their ongoing presence at the Airport shall, within the bounds of operational and financial needs, be encouraged.

D. Businesses (Aeronautical) – The presence of aeronautical businesses, especially those that require direct access to an airfield and the NAS, is a form of “highest and best” use of Airport facilities. These businesses may be an FBO, a SASO, or another business that functions directly to support the aviation or aerospace industries. Their presence may be through lease of a County-developed facility, such as the Maintenance Hangar, or private development on property available through an extended ground lease.

*Please see **Appendix D (Airport Minimum Standards for Commercial Airport Operators)** and **Appendix E (Permit for Commercial Airport Operators)**.

E. Businesses (Non-aeronautical) – The presence of non-aeronautical businesses on Airports is a growing trend that assists in the maximization of revenue while minimizing the burden on Airfield facilities.

*Please see **Appendix D (Airport Minimum Standards for Commercial Airport Operators)** and **Appendix E (Permit for Commercial Airport Operators)**.

XIII. – Enforcement

- A. In General** – The Airport Administrator shall be responsible for enforcing all rules and regulations contained herein, and such enforcement shall be conducted in a fair, equitable, and non-discriminatory manner. The Airport Administrator shall have limited codes enforcement authority, chiefly associated with the safe operation and parking of ground vehicles on Airport property and enforcing Fire Code regulations.
- B. Eviction** – In the event of Nonpayment of Rent; Violation of Lease Terms / Rental Agreement; the gross non-compliance of this Manual; or Illegal Activity, an Airport Tenant may be evicted from the hangar that he occupies. Applicable South Carolina law shall apply.
- C. Violations** – Any violation of the rules and regulations contained herein may be considered a misdemeanor and legal action may result. Further, violation of these rules and regulations shall subject the offender to administrative action by the Airport Administrator and/or the County and said offender may be directed to leave the Airport property and be denied the future use of these facilities. Each and every violation shall be considered a separate offense.

D. Dispute Resolution – To the extent possible, disputes should be resolved amicably; however, should the parties be unable to resolve disputes informally, the jurisdiction and venue for dispute resolution shall be in a court of competent jurisdiction in Pickens County. By mutual agreement, the parties may choose to seek arbitration of disputes. If so, the arbitrator must be certified by the South Carolina Supreme Court or serve on the panel with the America Arbitration Association. Each party shall bear their own costs at arbitration; however, the arbitrator, in its discretion may award attorney's fees to the substantially prevailing party. An arbitration award may be enforced in Circuit Court as allowed by South Carolina law.

Section XIV- Definitions

Air Operations Area (AOA) – Those areas which encompass the runways, taxiways, and other areas of the airport utilized for taxiing, take off, and landing of aircraft.

Aircraft – Any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Airfield – That portion of the airport which includes a level area and is equipped with hard-surfaced taxiways and a runway, on which aircraft take off and land and the adjacent ultralight operations area.

Airport Employees (also "Airport Staff") – Current, official employees of the Airport Sponsor (Pickens County) who are assigned to the Airport (temporarily or permanently), the Fixed Base Operator (FBO), or a Specialized Aviation Service Operator (SASO).

Airport Management – The Airport Administrator or other duly authorized supervisory representatives of the FBO.

Airport Administrator – The individual designated to represent the County in the day-to-day management of the Airport.

Airport – The Pickens County Airport (LQK).

Airport Sponsor – The owner of the Airport. Pickens County.

Based Aircraft – An aircraft which the owner or operator physically locates at the Airport (LQK) and has an active lease agreement with the Airport Sponsor for ongoing use of hangar or tie-down space for the storage thereof.

Commercial Aviation Operator – An individual or group organized into a business, contractor or subcontractor, that performs aeronautical or non-aeronautical work on the Airport on behalf of an Airport tenant, FBO, or SASO and is not otherwise contractually engaged with the Airport Sponsor. Specifically excludes the deliveries of food or goods to the terminal building and limousine services picking up passengers from arriving aircraft.

County – The County of Pickens, State of South Carolina.

CTAF – Common Traffic Advisory Frequency.

Drone – Also known as an Unmanned Aerial Vehicle (UAV). An aircraft without any human pilot, crew, or passengers on board. UAVs are a component of an unmanned aircraft system (UAS), which includes adding a ground-based controller and a system of communications with the UAV. The flight of UAVs may operate under remote control by a human operator, as remotely piloted aircraft (RPA), or with various degrees of autonomy, such as autopilot assistance, up to fully autonomous aircraft that have no provision for human intervention.

FAA – Federal Aviation Administration.

Flight Training – Any entity engaged in instructing pilots and students in dual and solo flight training, in fixed or rotary-wing aircraft, and / or provides such related ground school instruction. Flight and ground training will include any training in preparation to take any FAA knowledge examination and / or flight check ride for any FAA pilot certificate, or for any type, class, or category rating, upgrade training, or to maintain currency and proficiency as defined by FAA, whether or not such written exams or check rides are actually taken. Flight training may be covered in 14 CFR Part 61 or 14 CFR Part 141.

Fixed Base Operator (FBO) – Any person who shall have entered into a written lease or agreement with the County for the use of any building, shop, or hangar, or for the site upon which such a building might be erected, and who by further agreement, guarantees to provide, on the Airport, certain required services to the public.

Flight Instructor – A pilot certificated by the Federal Aviation Administration and holds a current Flight Instructor Certificate who is qualified to provide flight instruction to others.

Fuel Farm – That Airport facility used for the receipt, storage, and bulk discharge of aviation fuels.

Ground Vehicle – Any vehicle (truck, car, motorcycle, or bicycle) which is used for ground transportation.

Hangar – Those Airport facilities used for the indoor storage of Aircraft.

Hangar Tenant – A person or group of persons organized into a business or legal partnership who currently lease a Hangar for an approved aeronautical use. Hangar tenants are listed by name on the Hangar lease document and its supporting enclosures.

Home-Built (or “Kit-Built”) Aircraft – Those aircraft that are constructed by persons for whom aircraft fabrication and assembly is not a professional activity. These aircraft may be constructed from "scratch," from plans, or from assembly kits. These amateur-built aircraft are built by individuals and certificated by the Federal Aviation Administration (FAA) as “Experimental.”

LQK – The three-character FAA designator for the Pickens County Airport. The IACO identifier for the Airport is KLQK.

Minimum Standards – Those required conditions an operator must meet in order to provide a commercial service on the airport. These standards are required to: Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance as well as industry best practices.

Motor Vehicle – Every ground vehicle that is self-propelled. See also “Ground Vehicle” and “Ground Support Equipment.”

Navigational Aid (Navaid) – Physical devices on the ground to which an aircraft can detect and use for in flight navigation.

(Aircraft) Noise Abatement – Those Aircraft flight procedures, whether voluntary or regulatory, that help to mitigate the impact of aircraft noise to residential areas surrounding the Airport.

Notice to Airmen (NOTAM) – An official notice issued by the FAA containing aeronautical information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) and the timely knowledge of which is essential to personnel concerned with flight operations.

PAPI – Precision Approach Patch Indicator. A system of lights on the side of an airport runway threshold that provides visual descent guidance information during final approach.

Person – Any individual, firm, partnership, corporation, company, club, or association, and any trustee, receiver, assignee or another similar representative thereof.

Patron – A visitor to the Airport who uses goods and services available therefrom. May include passengers and flight crew from itinerant aircraft or users of facilities such as the Airport Conference Rooms and Vending Areas.

Public Area – Those areas (including the various concessions, restrooms, terminal lounge sections, conference rooms, and hallways) used for public gatherings, thoroughfares, waiting, and viewing, plus all landside streets, roads, sidewalks, and all other areas available to the general public. All other areas are considered operational areas and access is permitted only upon expressed consent of the Airport Staff.

Ramp Fee – A fee charged to the operators of itinerant aircraft for parking on the Aircraft parking Apron to help defray the cost of Airport Patron Services. The Airport may, in its discretion, may set Ramp Fees and waive such fees under appropriate circumstances such as determined by the Airport Administrator including a threshold aircraft size or weight for charging such fees and a grace period before such fees are assessed.

Refueling Trucks – Any vehicle used for the transporting, handling, or dispensing of aviation fuels, oils, and lubricants.

REIL – Runway End Identifier Lights. A system consisting of a pair of synchronized flashing lights located laterally on each side of the runway threshold to provide rapid and positive identification of the approach end of a particular runway.

Runway – That Airfield pavement used by fixed wing aircraft for taking off or landing.

SASO – Specialized Aviation Service Operator. Any person or organization who is authorized to conduct business by virtue of a contract with the County, but not engaged in business of an aviation nature within the scope of a Fixed Base Operator, or a local operation, as defined herein.

South Carolina Breakfast Club – A traveling aviation social group that conducts Sunday morning breakfast gatherings at Airports around South Carolina and neighboring states.

(Airport) Sponsor – The owner of the Airport. Pickens County Council.

Taxiway – A path at an airport for aircraft ground movement that connects runways with aprons, terminals and other facilities.

Taxi lane – A path at an airport for aircraft ground movement that connects taxiways with hangar facilities.

Terminal – A building at an airport where passengers transfer between ground transportation and the facilities that allow them to board and disembark from an aircraft.

Through-The-Fence (TTF) Operation – Any activity or use of real property of an aeronautical or non-aeronautical nature that is located outside (or off) of airport property, but has access to the airport's runway and / or taxiway system (FAA).

Traffic Pattern – A standard airborne path followed by aircraft when taking off or landing while maintaining visual contact with the airfield.

Ultralight – A manned aerial vehicle subject to and operated under 14 CFR 103.

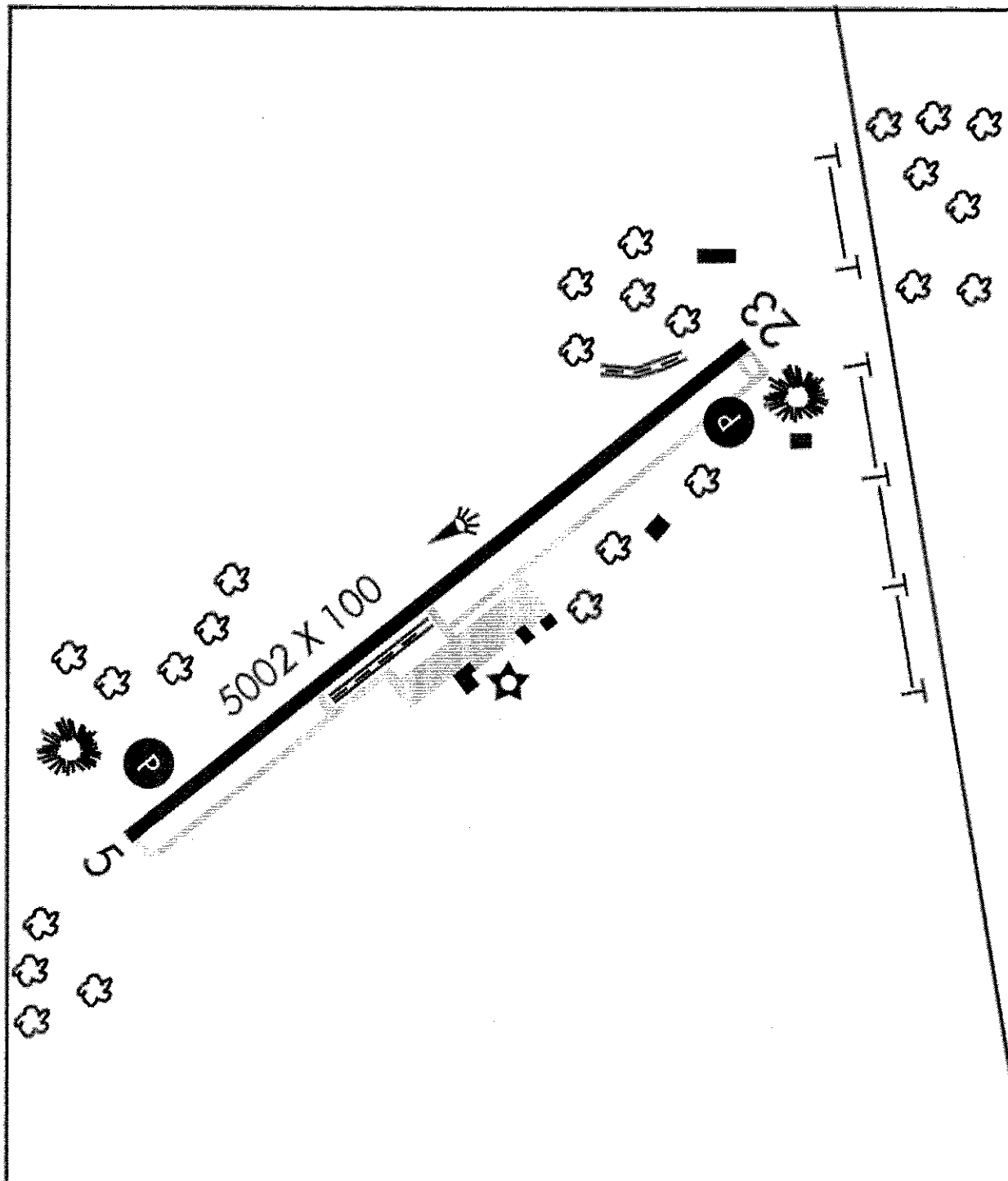
Ultralight Operations Area – The location on the Airport for the takeoff and landing or ultralights.

Ultralight Vehicle – An ultralight aircraft meeting the definition of an ultralight or ultralight vehicle under 14 CFR 103, see the definition of Ultralight, above.

Unicom – Universal Communication. A non-government air-ground radio communication facility which may provide Airport Advisory Service. The Unicom operation for this airport at the time of publication is on frequency 122.80 MHz. The CTAF and Unicom are synonymous.

Vehicle – Every devise, moving or parked, by which any person or property is on may be transported, or drawn upon a highway. This definition includes bicycles. The term Ultralight Vehicle is a separate term.

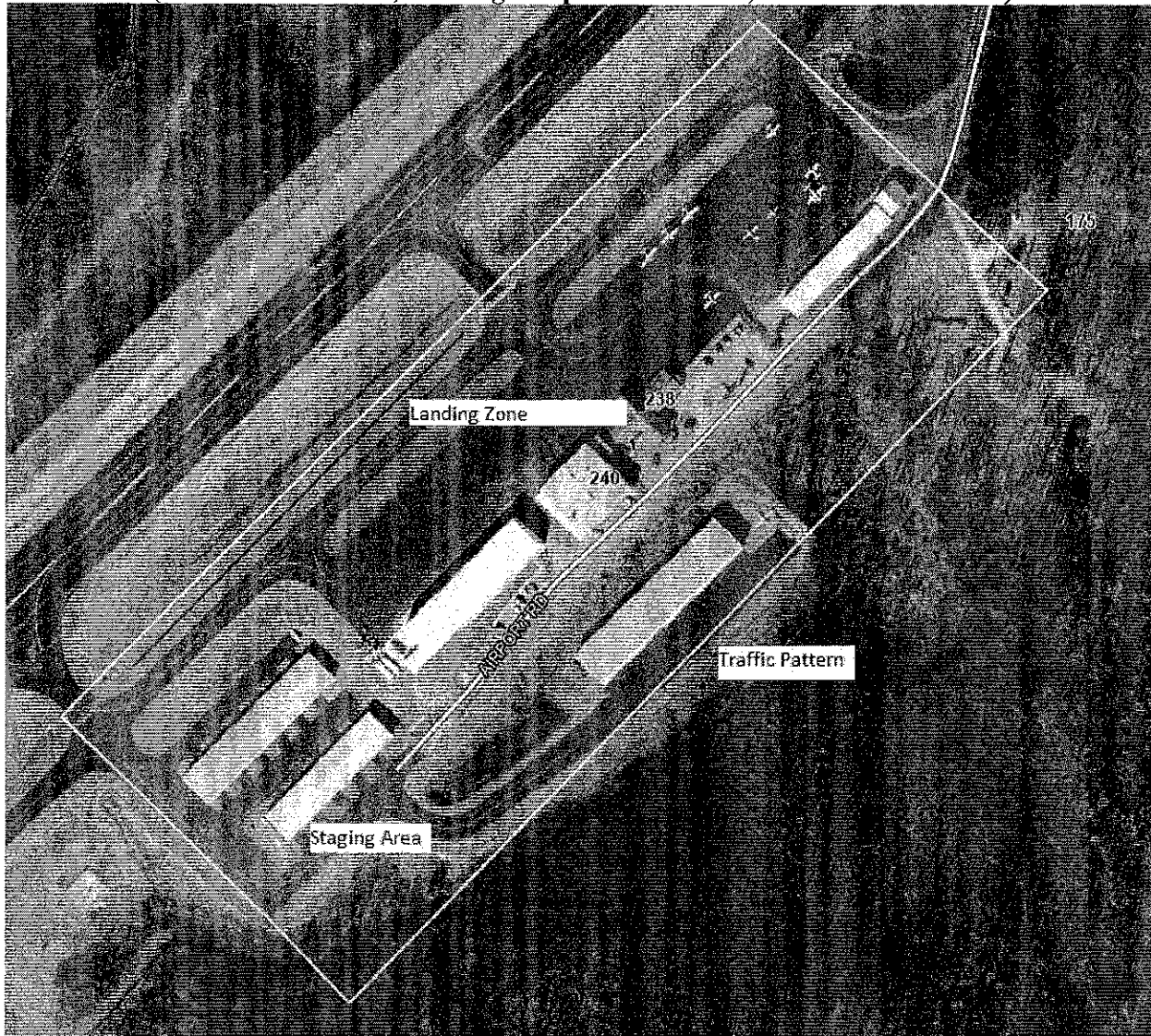
APPENDIX A
AIRPORT SURFACE DIAGRAM



**APPENDIX B
AIRPORT MAP**

NOT USED

APPENDIX C
ULTRALIGHT OPERATIONS AREA
(Location of Access, Ultralight Operations Area, and Traffic Pattern)



- Traffic Pattern is 400 feet AGL
- Staging area is for vehicle parking and staging during operations, no long-term storage
- Walk directly to/from landing zone, clearing for aircraft and vehicles
- Maintain the traffic pattern to avoid overflight of any airport structures

APPENDIX D

AIRPORT MINIMUM STANDARDS FOR COMMERCIAL OPERATIONS

Section I – In General

Permitting of Commercial Aviation Operators. All FBOs, SASOs, and other vendors and contractors shall comply with the Airport's application procedures and permitting requirements for commercial aviation operators prior to beginning operations at the Airport. Please see **Appendix E (Permit for Commercial Aviation Operators)** of these Rules and Regulations.

Section II – Aircraft Maintenance and Repair

Any business which operates aircraft engine and accessory maintenance facilities on the Airport shall comply with all federal, state, and local regulations regarding the operation of an aircraft maintenance facility and provide the following:

- Sufficient hangar space to house any aircraft upon which such service is being performed
- Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance has been completed. When light aircraft are placed outside of hangars and left unattended, the aircraft shall be secured with tie-down ropes or other restraining devices of at least 1,200 pounds working load strength. All tie-down ropes and other restraining devices shall be maintained in good condition.
- Adequate space and equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single-engine land and light multi-engine land general aviation aircraft
- At least one FAA certificated airframe and power plant mechanic available at least eight-hours per day, five-days a week (excluding holidays)
- Adequate facilities for washing and cleaning aircraft. Washing of aircraft shall be performed in hangars or in other designated areas that drain into the sanitary sewer. Aircraft cannot be washed in areas that drain into the storm sewer or stormwater runoff system.
- Adequate environmental compliance and protection measures
- Adequate facilities to conceal non-airworthy or severely damaged aircraft from public view
- Separately partitionable space with adequate exhaust fans and fire protection for spray painting if this type of work is performed. If this type of work is performed, then the operator shall conduct all activities in compliance with federal, state, and local environmental regulations.
- Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the County Airport staff as additional insured with a waiver of subrogation in favor of each.
- Please see **Appendix E –Permit for Commercial Airport Operators.**

Section III – Flight Training

Any person or business conducting flight training activities at the Airport for direct compensation shall comply with all federal, state, and local regulations regarding flight schools and provide the following:

- At least one FAA certificated flight instructor for single-engine land aircraft available for instruction on a mutually agreed upon basis with the student
- At least one dual-control equipped single-engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of any kind advertised, or authorized use of a student-owned aircraft that is airworthy and properly insured.
- Adequate classroom space, seating facilities for students, and sanitary restrooms (may be leased from the Airport Sponsor on a short- or long-term basis)
- Adequate mock-ups, pictures, slides, filmstrips, or other visual aids necessary to provide ground school instruction
- Properly certificated ground school instructor(s) providing regularly scheduled ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, instrument, and commercial ratings
- Continuing ability to meet FAA certification requirements for the type of flight training provided
- Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage, with **\$100,000** sub-limits for each passenger or student. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport staff as additional insured.
- Please see **Appendix E – Permit for Commercial Airport Operators**.

Section VI – Aircraft Charter Service

Any business basing aircraft charter services from the Airport shall operate in compliance with all federal, state, and local regulations regarding aircraft charter services and provide the following:

- Passenger lounge with close access to sanitary restrooms (this could be in the terminal)
- Adequate table, desk, or counter for checking in passengers, ticketing, fare collection, and handling of luggage
- Properly certificated and suitable aircraft with properly certificated and qualified operating crew available for service at least eight hours per day, five days a week. At all other times, standby aircraft and crews shall be available and “on-call” within one hour’s notice.
- A current 14 CFR Part 135 certificate
- Minimum comprehensive general liability insurance in the amount of **\$2,000,000** combined single limit covering bodily injury and property damage. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport staff as additional insured.

Section V – Aircraft Rental and Sales

Any business conducting aircraft rental or new aircraft sales activity shall comply with all federal, state, and local regulations regarding aircraft rental and sales and provide the following:

- Suitable office space for consummating sales and / or rentals and the keeping of proper records in connection therewith
- At least two properly maintained and certificated airworthy aircraft for rental
- Access to on-airport adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators for such service and repair
- A properly certificated pilot capable of demonstrating new aircraft for sale and/or for checking out rental aircraft at least eight hours per day, five days a week
- Adequate minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the types and models of aircraft sold
- Current/up-to-date specifications and price lists for the types and models of new aircraft sold
- Proper checklists and operating manuals for all aircraft rented and adequate parts catalogues and service manuals for all aircraft sold
- Minimum comprehensive general liability insurance in the amount of **\$1,000,000** combined single limit covering bodily injury and property damage with **\$100,000** sub-limits for each passenger or student. Any policy issued shall include Airport premises liability and all other related hazards and perils and shall name the County and the Airport staff as additional insured.

Section VI – Miscellaneous Operations

Miscellaneous operations such as radio and instrument repairs, aircraft tie-downs, and other aeronautical activities not provided for herein may be conducted by any individual, firm, partnership, limited liability company, or corporation upon application to and approval by the County. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the County and the Airport Administrator commensurate with the nature and scope of the activities involved. To the extent that such facility requirements are reasonable, hangar space, office and lounge space, aircraft parking areas, and other such required facilities will be coterminous or concurrent requirements where an operator offers multiple services.

Minimum standards for commercial hangars, aprons, shops, or other facilities to be constructed on the Airport shall be as follows:

- Aircraft storage hangars shall contain a minimum of 10,000 square feet of floor space.
- Aircraft maintenance hangars shall contain a minimum of 8,000 square feet of floor space. These buildings shall be fireproofed and of metal or masonry construction with properly designed doors stressed in accordance with local and national building codes. The floor(s)

shall be of properly constructed concrete sufficient to sustain all types of aircraft using the facility.

- Office areas, lounges, and sanitary restrooms which adjoin these buildings must also be fireproofed and of metal or masonry construction consistent with current standards existing on the Airport.
- Aircraft parking aprons shall be required for operators providing aviation fuel sales, ramp services, and aircraft repair services. Aircraft parking aprons shall be constructed according to plans and specifications approved by the Airport Administrator.

APPENDIX E

PERMIT FOR COMMERCIAL AVIATION OPERATORS

Permit: This permit, when issued by the Pickens County and executed by the Airport General Manager, authorizes the permittee to provide the designated commercial aviation services at the Airport for the calendar year indicated on the application form.

Restrictions: The permittee agrees to comply with the Rules and Regulations for the Pickens County Airport, relevant Pickens County Ordinances, and further agrees to provide only the commercial aviation services at the Airport authorized under this permit.

Annual Fee: A non-refundable, non-prorated annual fee will be charged to applicants.

Term: This permit shall remain in effect for the calendar year indicated on the application form provided the following conditions are met:

- The “Application for Commercial Aviation Operators Permit” is approved and executed by the Airport Administrator.
- The annual fee is paid with the submission of the permit application.
- The permittee is in full compliance with the Rules and Regulations for the Pickens County Airport, and relevant Pickens County Ordinances.
- The permittee is in full compliance with the insurance provisions contained herein.

Insurance: A company issued “certificate of insurance” containing a provision that requires notification to the Airport Administrator at least 30 days prior to cancellation is required when this application is submitted (unless a current certificate of insurance is already on file with the Airport Administrator). The insurance limits shall be as required herein for the commercial aviation services to be provided, and the County Council, and Airport Staff must be named as additional insured with a waiver of subrogation in their favor.

Application: The applicant shall submit this document to the Airport General Manager along with the annual fee, adequate proof of insurance, and appropriate documentation as defined herein no later than December 31st of each year.

APPENDIX F
SCHEDULE OF FEES AND CHARGES

FEE AND INSURANCE SCHEDULE

-Ramp Fee	\$60/daily
-Box Hangar Lease	\$850-875/mo
-Small Box Hangar Lease	\$330-350/mo
-South T Hangar Lease	\$260/mo
-North T Hangar Lease	\$350/mo
-Tie Down Lease	\$30/mo
-Access Lease	\$30/mo
-Call Out	\$120/hr first hour; \$60/hr remaining hours

All leases require proof of \$1 million liability insurance.

