
AGENDA ITEM:

#12

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # O-2023-02**

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19- and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.

WHEREAS, the Jasper County Aeronautics Commission (County Aeronautics Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949); and

WHEREAS, subsequently, in recognition of the Home Rule Act, appointive powers to the County Aeronautics Commission were devolved to Jasper County in accordance with § 4-9-170 of the Code of Laws of South Carolina, (1976 as amended); and

WHEREAS, in 2019, Jasper County made certain additions and amendments to the Jasper County Code of Ordinances to recognize recent improvements to the Ridgeland Claude Dean Airport through the use of federal funds for the
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improvements, which required necessary and desirable provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

WHEREAS, in implementing these provisions and operating the Ridgeland Claude Dean Airport, County Council has become aware of the need for clarifications and modifications to the Code of Ordinances, including the confirmation of the abolishment of the old pre-Home Rule Act Aeronautics Commission and ratifying the establishment of a post-Home Rule Act County commission, confirmation of the name of the post-Home Rule Act County commission as re-constituted by this Ordinance as the Jasper County Airport Commission, the appointment of members of the Aeronautics Commission, certain corrections and clarifications to the specimen Template Leases, and other matters as set forth below;

WHEREAS, Jasper County Council desires to adopt various amendments to the Code of Ordinances to accomplish these purposes;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of same:

1. The Jasper County Aeronautics Commission, as initially constituted, and changed to a County Commission post-Home Rule Act by ordinances of Jasper County, pursuant to the authority of Title 4, Chapter 9 of the Code of Laws of South Carolina, including § 4-9-25, § 4-9-30, and § 4-9-170 is hereby abolished and in its stead and as a substitute, the County Council creates the Jasper County Airport Commission, prescribes the functions thereof, and provides for the appointment of its members by this Ordinance. In furtherance thereof, existing sections of the Jasper County Code of Ordinances are modified in the following manner to accomplish the substitution.

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2. Chapter 2, *Administration*, of Article IV, *Boards, Commissions and Committees*, Division 7, *Jasper County Aeronautics Commission*, codified as Code Sections 2-216 through 2-400, is amended in the following particulars to reflect such change and provide for the composition, appointment of members, authority and other related matters regarding the Airports Commission:

- a. All references to "Aeronautics" throughout the Code and the approved Rules and Regulations for the Ridgeland – Claude Dean Airport shall be changed to "Airport"; i.e., references to the Aeronautics Commission shall become the Airport Commission.
- b. Section 2-212 (a) is amended to read "The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth. Each Councilmember shall nominate one person to serve as a commission member. In the event the nominated person is not appointed by the Council by majority vote, the councilmember making such nomination shall be entitled to nominate additional persons for consideration."
- c. Section 2-212 (b) is amended to read "The term of office for Airport Commission members shall be two (2) years, and may serve for a total of three terms. Notwithstanding the foregoing, in order to implement the Airport Commission and provide for a staggering of terms, all presently serving members of the Aeronautics Commission are terminated effective upon the appointment of the newly constituted Airports Commission, and even number Seats shall for the initial term only have a term of three (3) years, and thereafter even number seats will have two year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. Appointments to fill vacancies for an

unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.”

- d. Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; provided, however, notwithstanding the residency requirement of Section 2-78 (a), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the Commission.”
 - e. Section 2-212(e) is amended to read “In addition to the five appointed commissioners, the county administrator, the Ridgeland town manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.”
3. Chapter 29, *Aviation*, is codified as Sections 29-1 through 29-100, is amended in the following particulars:
- a. All references to the Jasper County Aeronautics Commission or Aeronautics Commission shall be changed throughout the Code of Ordinances to “Jasper County Airport Commission or Airport Commission as the context indicates.”
 - b. Section 29-1 is amended by adding a new subsection 29-1(e) reading: “Pursuant to the Home Rule Act, control of the Jasper County Aeronautics Commission, by ordinances of Jasper County previously abolished and replaced by the Jasper County Airport Commission,

has been brought under County Council control, and ownership of the real property comprising the Ridgeland Claude Dean Airport is vested in Jasper County. In order to avoid confusion, all property previously titled in the name of the Jasper County Aeronautics Commission shall be quit-claimed to Jasper County by deed executed by the County Administrator, *ex-officio* member of the Aeronautics Commission and the Airports Commission, on behalf of the Jasper County Aeronautics Commission (as succeeded by the Airports Commission) within a reasonable time after enactment of Ordinance 2023-02 to be filed in the public records, and all properties, leases structures, improvements and appurtenances of the Ridgeland Claude Dean Airport are confirmed to be owned by Jasper County, not the Aeronautics Commission, except for any personal property of hangar and their improvements yet to be reverted to County ownership by virtue of any hangar lease agreement.”

- c. Subsection 29-3(f) is amended to read: “Lease terms shall not exceed fifty (50) years for a full service fixed base operator, and thirty (30) years for other limited service fixed base operators. The standard ground lease term for other leases shall be twenty (20) years plus possible option(s) totaling ten (10) years for hangars constructed after 2020. Lease renewal terms for ground leases for properties previously leased and improved by a tenant for more than twenty (20) years, shall not exceed five (5) years, or ten (10) years if substantial structural improvements were made to a hangar after 2015 totaling more than \$50,000, with amortization of those improvements to be determined in accordance with the adopted Aviation Lease Policy adopted contemporaneously herewith. Extensions on existing leases shall be made by replacement leases in accordance with the Aviation Leasing Policy (“Exhibit B”) adopted

contemporaneously herewith, which also provides for additional time in the event the Tenant requests permission to make capital improvements or requests a Reversionary Deferred Lease Agreement as defined therein. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county if not removed in accordance with the provisions of the Aviation Leasing Policy, if such removal is allowed under the terms of the ground lease in effect.

4. The Template Leases approved for use at the Ridgeland Claude Dean Airport pursuant to Jasper County Ordinance 2019 - 14, as identified in Section 1 (a) through (n) of the Ordinance, are amended to reflect that Section 8, entitled "Ground Lease Term, Rate and Options," and specifically subsection 8(a) of each of the Template Leases, shall have a Term consistent with the provisions of Section 29-3(f) as set forth within this Ordinance and the Aviation Leasing Policy, with a copy of the replacement paragraph for each of the Template Leases being attached hereto as Exhibit "A", such Term reflecting the prior length of previous leases and improvements as identified herein. Additionally, additional Template Leases, copies of which are attached as Exhibit "C", are hereby adopted and approved which provide specific terms for renewal/replacement of existing hangar leases in accordance with the terms and conditions of the Aviation Leasing Policy. All leases, including those identified in Ordinance 2019-14 Section 1(a) through 1(n) therein shall contain waiver of subrogation and hurricane warning clauses consistent with Paragraphs 14 and 21 of the attached Exhibit "C" Template Leases

5. Subsection 8(c) of each of the Template Leases previously approved by Council shall be deleted.
6. In all cases of existing leases seeking renewal, there shall be no option exercisable solely in the discretion of the Lessee included in any extension or renewal lease.
7. Subsection 18 of each of the Leases, entitled "Sale of Leased Premises," shall be modified include a statement clarifying that the sale or assignment of the Leased Premises only includes the right of possession under the ground lease, and the improvements, fixtures and other property installed, erected or placed by the Lessee are subject to the provisions of Section 15 of the Lease, and are the property of the County if not removed as may be allowed at the termination or expiration of the Lease as set forth in the Aviation Leasing Policy. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgment of the rights of the County to the improvements placed upon the ground lease at the expiration or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.
8. Section 1.5(A) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "When a violation of the Rules and Regulations may cause revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport, such person or entity shall receive written notification from the Airport Manager of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Airport Manager.

9. Section 1.5(B) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A copy of this notification shall be sent to the County Administrator.”
10. Section 1.5(C) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “Any person or entity aggrieved by a determination, denial, or suspension and/or proposed revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport by the Airport Manager may appeal the decision to the County Council or its designee by written request stating the reasons for appeal, filed with the Airport Manager and County Administrator within ten (10) days after service of the notice referenced in Section 1.5(B) by certified mail or personal service of the notice.
11. Section 1.5(D) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A hearing on an appeal from determination of the Airport Manager as provided above and a hearing on a proposed determination, denial, or suspension or revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. The hearing may be beyond ten days if there is no regularly scheduled Council meeting available within such ten day period. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the

hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the Rules and Regulations and applicable Ordinances standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.

12. A new Section 1.5(E) is added to the approved Rules and Regulations for the Ridgeland – Claude Dean Airport to read “Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.”
13. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O-2023-02 are deemed superseded.
14. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

15. This ordinance shall take effect upon approval by Council.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE O-2023- 02

First Reading: January 17, 2023

Public hearing: February 6, 2023

Second Reading: June 5, 2023

Adopted: June 20, 2023

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

June 9

EXHIBIT "A"

ATTACHMENT TO ORDINANCE O-2023-02

**REPLACEMENT PARAGRAPH 8 FOR LEASES APPROVED IN ORDINANCE 2019-14,
SECTION 1(a) THROUGH 1(n)**

8. GROUND LEASE

TERM, RATE AND OPTIONS. The Initial Term of this Lease is _____
(___) Years, in accordance with Section 29-3(f) of the Jasper County Code
of Ordinances and the Aviation Leasing Policy adopted by Jasper County.

- a. Based upon the Aviation Leasing Policy adopted by Jasper County, the Initial Lease Rate shall be _____ cents (\$0._____) per square foot of the leased premises including the building(s) footprint, ramp, parking area, access road and other required area set forth in Exhibit "A" to be constructed commencing on the ____ day of _____, _____, and ending on the day of _____, _____, unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.
- b. Lessor has the right to adjust the lease rate at the end of the first five (5) year anniversary of this Lease, and during the intervening years, rent shall be annually adjusted based on the percentage change in the consumer price index (CPI) as adopted by the County Council in its Budget Ordinance. Lessor will provide notice of the new lease rate a minimum of ninety (90) calendar days prior to implementation.
- c. Intentionally deleted

EXHIBIT "B"

**ATTACHMENT TO ORDINANCE O-2023-02
AVIATION LEASING POLICY WITH REVERSIONARY POLICY**

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Jasper County Aviation Leasing Policy

LEASING POLICY

This Policy provides a framework governing leasing and rental decisions as they relate to development of general aviation and new leasing agreements.

I. DEFINITIONS

The words or phrases defined (and identified by use of a capital letter) in the Airport's Primary Guiding Documents (including, but not limited to, General Provisions, General Aviation Leasing Policy, General Aviation Minimum Standards, and Rules and Regulations), whenever used in this Agreement, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

II. GENERAL

Description

Jasper County ("County"), as Operator of Ridgeland Claude Dean Airport ("Airport") does hereby establish the following Leasing Policy for the Airport:

- The Leasing Policy is intended to provide potential and current Tenants an understanding of the policies, processes, and rates used by the County when leasing property at the Airport.
- The Leasing Policy was developed taking into consideration: the role and continued development of the Airport; the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport; the future prospects for, and the anticipated development of, the Airport and the community, the need for the Airport to be as self-sufficient as possible, and the promotion of fair competition at the Airport.

The Policy sets forth the parameters for leasing Airport buildings and/or land and has been established for the following purposes:

- To foster a spirit of partnership with its Tenants, while fulfilling duties as steward of vital public assets and resources;
- To make Airport property available on fair and reasonable terms without unjust discrimination;
- To retain effective management controls over the use of scarce Airport assets, ensure land is developed at its highest

- and best use, and seek to remove obstacles to such controls when opportunities arise;
- To maintain a rent and fee structure with the goal of financial self-sustainability per the FAA Policy Regarding Rates and Charges and the Grant Assurances;
 - To ensure that leased parcels are actually developed for use and not leased for anticompetitive reasons to prevent development;
 - To ensure that available capacity neither materially exceeds, nor materially falls short of the reasonable needs of the community served by the Airport;
 - To ensure compliance with applicable laws, regulations, policies, executives orders, guidelines, and requirements.

Administration and Policy Oversight

While the County has the ultimate policy-making authority in this regard, the Airport's Manager or his/her designee shall interpret and enforce this Leasing Policy.

This Leasing Policy is not intended to, and does not, waive, modify or in any way limit or preclude the exercise of any rights the County may have under existing law and/or Agreements, and all such rights are and shall be expressly reserved.

Variances and Deviations

The County reserves the right to authorize variances or deviations from this Leasing Policy. Such variances or deviations may include waiving or modifying certain criteria or requiring Tenants or Operators to meet additional criteria. All requests for variances or deviations shall be made in writing in a form described by the County.

Lease Agreement

The County requires all Persons to obtain an Agreement, in a form approved by the County, prior to engaging in any business, commercial and/or private development activity on the Airport. All commercial activities must be authorized by the County pursuant to an approved Operator Permit.

Additionally, to ensure the Airport's financial sustainability, it is also the County's policy to establish market value land and facility rental rates and

make amendments to the rates at periodic intervals, in order to assure the Airport rental rates reflect inflation or other market driven changes.

All Agreements shall be prepared by the County's staff and legal counsel and shall include customary provisions included in the County's other similar Agreements.

Fees and Rents

The fees and rents (see Exhibit B) hereinafter set forth shall be used in developing new written Agreements and shall also apply, to the extent possible, to all Tenants and users of Airport facilities, subject to periodic adjustment under existing leases and other Agreements.

Maintenance and Improvements

Tenants are required to maintain their lease improvements at all times over the course of the lease agreement. With the consent of the County, major improvements may be made to the hangar, and in an effort to assist in capitalizing those improvements, the Tenant may negotiate a lease term extension. The County Council may grant the lease term extension if they deem it appropriate.

III. REQUIREMENTS FOR LEASE EXTENSIONS ON EXISTING IMPROVEMENTS

Upon the expiration of the Original Term and any granted extensions, unless sooner terminated in accordance with the Agreement, the Tenant has the following options, unless otherwise indicated within the existing Agreement:

1. Extension.
 - a. 1) All Tenants with Agreements expiring prior to and December 31, 2025, shall be offered one (1) additional five (5) year lease under either option 5 or 6 below, provided they are in good standing and have performed the obligations under the Lease and Airport Rules and Regulations.
 - b. Tenants who have made capital improvements totaling more than \$50,000 after 2015 which have not had a sufficient period to fully achieve a reasonable amortization of the improvements may request a new lease under Option 6. The extension term will be determined by the amount of investment and reasonable

amortization as determined in the County's sole discretion, but except in exceptional circumstances would not be for more than ten years. The new lease will be nontransferable and incorporate items 2-3 hereafter.

- c. Tenants with leases expiring after 2025 will be examined on a case-by case basis, and may be offered a substitute lease incorporating items 2-3 and 5, 6 and 7 hereafter, subject to the overall limitation that the term of the ground lease in total, including both the original term and extensions, shall not exceed 45 years.
2. **Remove Improvement.** If the present lease does not already provide that ownership of the hanger, fixtures and building structure ("Improvements") are the property of the County at termination/expiration in the County's sole discretion, Tenant shall remove the Improvements owned by the Tenant and unless otherwise agreed by the County, surrender the property to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues, with the removal to be completed prior to termination or expiration of the lease.
3. **Transfer Ownership to County.** If provided for in the expiring or expired Lease, agreed to by the County, or in lieu of removal under item 2 above at Tenant's option, Tenant may transfer at no cost to the County the ownership (or title) of the Improvements owned by the Tenant and specifically designated by the County to the County, surrendering the property to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues. The County will not purchase Improvements at the expiration of any agreement. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.
4. **Holdover.** County may choose to continue the Agreement with the Tenant on a month-to-month basis (where holdover provisions allow). This is a temporary arrangement to be used during negotiations and resolution of termination/expiration/replacement lease situations.
5. **One-Time Replacement Lease.** Tenant may also request a Replacement Lease Agreement without making Capital Improvements, provided they are in good standing and have performed the obligations under the Lease and Airport Rules and

Regulations. Tenant would maintain ownership of the Improvements during the lease term and be responsible for all taxes, maintenance and upkeep. Rental value for the ground would be at the adopted per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the Replacement Lease. Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.

- 6. New Lease Agreement for Capital Improvements.** Tenant may request a new Lease Agreement with a pledge of Capital Improvements (Tenant Improvement Lease) extending the life of the hangar, to include but not limited to replacing exterior siding (including on the door skin), roof, hangar door operator and other mechanical components. Lease terms will be determined by the amount of investment and reasonable amortization as determined in the County's sole discretion, but except in exceptional circumstances would not be for more than ten years, and a goal of making the Airport as self-sufficient as possible. The request for Capital Improvements must go to the County, be approved and all work must be completed within the time provided in the New Lease Agreement, failure to complete at least 51% of the pledged capital improvements shall be grounds for termination on 90 days' notice to Tenant, and failure to complete 100% of the pledged capital improvements will result in a pro-rata reduction in the Term (i.e., if only 60% of the work is completed, then the Term may be reduced by 40%). Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.
- 7. Lease Reversionary Deferral Option.** Tenant may also request a new Reversionary Deferred Lease Agreement ("RD Lease Agreement") without making Capital Improvements. While Tenant would maintain ownership of the hangar during the lease term and be responsible for all taxes, maintenance and upkeep, rent for ground and building would be determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible utilizing the FAA Guidelines and Grant Assurances, as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar

facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges. The Term of the RD Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion. In no event should the reversionary deferred extended term (together with the original lease term for the hangar and any extensions) exceed 45 years. Unless otherwise agreed by the County, all Improvements would become the property of the County under Option 3 at the end of the Lease.

- 8. Unless otherwise stated above, all new lease agreements, Replacement Leases, or extensions will incorporate a reversionary clause as set forth in item 3 above as the only option at lease end.
- 9. The County Airport Reversionary Policy is a part of this Leasing Policy, and is attached as Exhibit A.

IV. REQUIREMENTS FOR NEW DEVELOPMENT

The term (length) of an Agreement for new development shall be established considering the amount of Tenant investment in physical/fixed improvements on the Airport. Subject to any applicable Regulatory Measures, the maximum term for a ground lease will be as follows:

Table 3-1 Agreement Term Investment Schedule*	
Aeronautical Related Facility	Total Years Including Extensions
\$150K	20
\$300K	25
\$600K or more	30

*Amounts based on construction costs of \$125.00 per square foot for new hangar construction.

Leasehold Development with Apron Access

Due to the cost and limited availability of aircraft parking aprons at the Airport, the goal of the Airport is to provide access to a publicly funded apron frontage to only those businesses that require the use of an apron and that provide aeronautical services to the public.

All leaseholds located along publicly funded aircraft parking aprons shall be subject to additional review. Any new lease with public apron access or projected to have public apron access will be required to demonstrate both

the need for the publicly available apron space and the aeronautical services they will provide for the public. A determination shall be made by the County that apron access is absolutely necessary and that no other options are available. Tenants requesting additional apron space will be required to prove to the County why construction of an apron expansion is not an option.

The associated Lease shall define the use and shall include an apron access termination clause for cause in the event Tenant changes the use to something that no longer requires apron access.

At no time will Tenants be allowed to reserve apron space for future development.

All buildings constructed along aprons shall be fifty (50') feet back from the publicly funded apron and that setback space shall be part of the leasehold, subject to additional restrictions, and maintained by the Tenant. New connections from the structure to the aircraft parking apron may be funded by the Airport, and the Improvements shall be special assessed back to the Tenant over a twenty (20) year period.

V. REQUIREMENTS FOR ALL LEASES

The following requirements are applicable to all Aviation Lease Agreements.

End of Lease

Ground Agreements shall provide that when the terms with current Tenants (being those with Leases in effect as of the adoption date of this Policy) expire, the Improvements shall be removed or they will revert to the County as set forth above in Article III, Items 2 or 3. Leases for new hangars constructed after the effective date of this Policy shall provide for reversion of Improvements to the County at no cost at the end of the Lease Term, with the property surrendered to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.

Tenant Responsibilities

All new Agreements shall require the Tenant to be responsible for, including but not limited to: insurance, taxes, janitorial, landscaping, lawn

maintenance, pavement upkeep, snow removal, trash removal, all other maintenance, utility costs, etc.

Rental Rates

All rental rates established in Airport Agreements shall be as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges.

Rent Adjustments

All rents shall be adjusted every five (5) years throughout the Original Term of all Agreements and any Renewal/Replacement Terms. In the intervening years, rent shall be annually adjusted based on the percentage change in the Consumer Price Index (CPI) as adopted by the County Council in its Budget Ordinance.

Sublease and Assignments

Certain approved Commercial Aeronautical Operators may sublease any portion of their leased space, but only with the prior written consent of the County through a County approved Operator Permit. Tenants may not assign their Agreements, whether by operation of law or otherwise, without the prior written consent of the County. Any such sale, assignment, or transfer without Lessor's prior express written consent shall be null and void and, at Lessor's option, shall constitute a default or breach of their Agreement.

Leasehold Mortgages

Tenants may not grant leasehold mortgages without prior written approval of the County, and approval may be granted, conditioned, delayed, or denied at the County's discretion. If the County consents, the leasehold mortgage may secure only the indebtedness which is invested in improvements to the leasehold, may not burden the real property, and shall recognize the reversionary provisions of the Lease Agreement.

Development, Improvements, Construction and Alterations

Tenant shall not make any Improvements (including any changes or modifications, additions, or deletions) to the Leased Premises without the prior express written consent of the County. Tenants will be required to comply with Development Guidelines, including guidelines regarding signage, and to obtain all required development and construction permits and approvals, including those of the County as described in the Agreement.

All Tenant-constructed alterations, improvements and/or deletions, including but not limited to, offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with Development Guidelines established by the County and in accordance with applicable federal, state and local codes, ordinances, laws, rules and regulations. Tenant shall not be permitted to proceed with any construction or remodeling on the premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from all applicable agencies, including the Airport's Manager.

1. Notice of Proposed Construction Alteration Form. Prior to making any Improvements, the Tenant shall submit to the County for its review and approval detailed plans, designs, and specifications, including cost estimates, a project schedule, and a list of the contractors selected by Tenant to make the approved Improvements. If applicable, the Tenant shall complete and include Federal Aviation Administration 7460-1 Notice of Proposed Construction Alterations form.
2. Regulatory Compliance. The approved Improvements shall comply with applicable Regulatory Measures including, but not limited to, CFR Title 14 Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace. The Tenant shall procure all building, fire, safety, and other permits necessary in connection with the approved Improvements from federal, state, and local agencies having jurisdiction.
3. Leasehold Development Requirements. Within 30 days after notification by the County of its approval, the Tenant shall commence work on the approved Improvements to the Leased Premises in accordance with the conditions of the County's approval. The Tenant shall be fully liable to the County for any damage resulting from the work on or associated with the approved Improvements. All deliveries of materials and supplies shall be made through the access points and via routes designated by the County. In the event the Tenant does not commence work on the Improvements within the allotted time or does not complete improvements within a six (6) month period, the County may elect to revoke approval and the Leasehold and associated improvements will revert to the County.

4. Liens for Improvement Cost and Expenses. All work completed shall be at the Tenant's sole cost and expense, free and clear of liens for labor and material, and the Tenant shall indemnify the County, as required by the General Aviation Minimum Standards.
5. Performance Bond. The Tenant shall furnish its Performance Bond in the form acceptable to the County in the amount of 100% of its total construction costs to guarantee completion of the Improvements.
6. Claims. The Tenant shall pay all claims lawfully made against it by its contractors, subcontractors, material men, and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with the performance of any work on or associated with the approved Improvements, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. The Tenant shall also pay all liens held by subcontractors and provide Airport with proof of payment of excise tax.

No Unauthorized Use

All Commercial uses and certain Non-Commercial uses of Airport properties shall be permitted only pursuant to an Agreement in accordance with this Policy, consistent with applicable rents, charges, or revenue formulas established by the County. Tenants may not use their facilities for Commercial Activities unless pursuant to an Operator Permit with the County.

Prohibited Activities

Airport land or Improvements shall not be occupied or used for any activity that, in the sole discretion of the Airport Manager, is contrary to the safe and efficient operation of the Airport including any activity that jeopardizes the safety of the public, Aircraft, or property located at the Airport.

"Through-the-Fence" activities are prohibited.

VI. REQUIREMENTS FOR AIRPORT OWNED STRUCTURES

The following requirements are applicable to Airport owned structures that are leased.

New Agreements

Unless otherwise agreed, all new Agreements for hangars, buildings, or other facilities owned by the County shall require the County to be responsible for insurance, landscaping, lawn maintenance, parking lot upkeep, snow removal, and all other maintenance, and utility costs. Tenants shall be required to obtain liability and property insurance covering their operations and property.

Rental Rates

All rental rates established in Airport Agreements shall be as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges..

Rent Adjustments

Rent may be adjusted by the County periodically under consideration of current market rates, Consumer Price Index (CPI), and current Airport rates and charges.

Sublease and Assignments

Tenants may not sublease or assign an Agreement without written consent of the County.

Commercial Activities

Tenants may not use their facilities for Commercial Activities unless pursuant to an Operator Permit with the County.

EXHIBIT A TO AVIATION LEASING POLICY

Ridgeland Claude Dean Airport Reversion Policy

Background and Setting

The operation of a federally obligated airport involves a complex relationship between the airport sponsor and aeronautical tenants. Lease agreements provide the right for tenants to use the airfield and public airport facilities, exclusively occupy and use designated premises, and offer commercial goods and services. Airports must carefully craft lease agreements in a manner that is in compliance with federal grant assurances, as defined in the FAA Airport Compliance Manual Order 5190.6B, while managing for economic sustainability, future property development, and preserved rights and powers. The airport sponsor must ensure that lease agreements do not surrender the capability to control the airport. Best practices for leasing and developing airport property commonly contain requirements for reversion of tenant-owned improvements at lease termination. The reversion of improvement title to the property owner protects the airport sponsor from unexpected or unprepared obligations (Transportation Research Board, Guidebook for Developing and Leasing Airport Property, 2011).

Although the FAA has stated they do not track airports with reversion clauses, the FAA does recommend reversion clauses to clearly define what occurs at the end of a lease for both the tenant and airport sponsor. As stated in a letter from FAA to Senator Gordon Smith in response to a similar dispute at the Rogue Valley International-Medford Airport in 2002, it is common for permanent capital improvements made to or on land to become the property of the landowner at the termination of the lease. Problems and disputes occur because tenants often fail to consider what occurs at the end of the lease term.

The Airport Reversion Policy applies to ground leases on property owned and managed by Jasper County (County) where the tenant or lessee owns improvements and/or alterations (buildings and infrastructure).

Policy Considerations

A land lease policy adopted by the County must balance economic development goals with obligations for managing airport properties. The terms of underlying land leases materially affect development or marketability of improvements, liquidity, and financing considerations. To attract and keep viable business interests while maintaining necessary control of airport property,

successful economic development objectives should require that tenants have options in their lease terms. As stated above, compliance with FAA regulations and Grant Assurances must be achieved to continue necessary grant funding support. The following points should be and have been considered in shaping lease language.

1. The lease term must be of adequate length for the tenant to amortize investment in improvements, and to enjoy the benefits there-of, but not so long as to unnecessarily restrict future development options for the County.
2. Minimize future and unplanned financial burden to County that may be caused by purchase of improvements, remediation of environmental matters, or cost of maintenance.
3. Assign general maintenance and repair responsibility and expense along with grounds upkeep to the tenant when possible.
4. Provide a process whereby the owner can sell tenant improvements during the Term of the lease and for assumption/renegotiation of the land lease. The lease should include a specific description of the transfer process including, but not limited to the following:
 - a. Tenant will provide written notice to County of intent to sell.
 - b. County will have the first right to match any legitimate offer to purchase.
 - c. Tenant may provide an appraisal of market value to County at the tenant's expense in the event of disagreement with respect to value or utility.
 - d. If County elects not to purchase, a third-party purchaser must formally assume lease terms or negotiate a new lease w/ County, specifically acknowledging the reversion provisions.
5. Provisions should be allowed for the airport sponsor to develop property in the most advantageous manner. Consider lease term length and opportunities to vacate property if needed. (Early termination is allowed if it is in the best interest of County)

Policy Requirements

1. Title of improvements and alterations will revert to County at termination of the lease or any lease extension, provided there are no material environmental clean-up or mitigation, neglect or lack of maintenance expenditures.
2. Establish a fee and rental structure that will make the County as self-sustaining as possible.
3. Provide for exceptions to the policy by County Council on a case-by-case basis (e.g., Reversion Deferral)
4. Protect against abandonment, non-compliance with Minimum Standards, other prohibited activities and/or default of lease agreement.
5. Require personal liability recourse for the County in cases where leases are made to non-individuals (such as LLC's & Corporations).
6. Require the City be named as additional loss payee on liability and building replacement insurance policies.
7. Provide County with the right to inspect and / or obtain customary assurances of building upkeep & maintenance.
8. Ensure new land leases with reversionary terms & County right to match sales price during the Term of the Lease (in memorandum format) are visible in the public record.
9. Ensure the cost of originating leases are reasonably shared between Lessor & Lessee.
10. Require that land leases made contingent upon making improvements (to leased property) within a certain time have lease expiration provisions if improvements are not completed by the agreed upon date(s).

Reversion Policy

General

Provisions for reversions in existing leases are contained in the contemporaneously adopted Aviation Leasing Policy. Existing Leases are defined as those in effect at the date of adoption of the Aviation Leasing Policy. For new leases, the Standard Reversion Model shall remain in effect throughout the term of the lease.

Subletting of buildings does not affect the terms of these provisions.

If Lessee sells a building on contract, and/ or with deferred transfer of title, for the purposes of this policy it is considered a sale.

June 9, 2023

Standard Reversion Model

The Standard Reversion Model for new leases has an initial term length of 20 years and up to two 5-year term extensions available for new construction. Existing Leases have reversion options as set forth in the Aviation Leasing Policy. In no event should the reversionary extended term (together with the original lease term for the improvements and any extensions) exceed the Maximum Lease Term of 45 years. For the life of the lease, Tenant pays prevailing ground lease rate with periodic market rate adjustments as defined in the lease. At the end of the lease term, plus any extensions, the following standard reversion applies:

- 1) At lease termination, ownership of all improvements reverts to County unless in the County's sole discretion, it declines due to neglect, lack of maintenance, or environmental matters which would require material expenditure of County Airport funds.
 - a. If County takes ownership of the improvements, then County is responsible for all repairs and maintenance from that time, unless otherwise negotiated.
- 2) County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues or no longer conforms to requirements. In such cases, the Tenant shall be responsible for removal costs.

Option B, New Lease Agreement for Capital Improvements (Tenant Improvement Model)

The Tenant Improvement Model for new leases has an extended term that can be requested when either new capital improvements are proposed for properties under new leases, or the existing Tenant has made capital improvements under the new lease which have not had a sufficient time to fully achieve a reasonable amortization of the improvements by the end of the Term. The term of the new lease may be up to ten years, depending on the amount invested in accordance with the Table included in the Aviation Leasing Policy, as amended from time to time.

Existing Leases (as defined above) have an extended term available as set forth in the Aviation Leasing Policy with specific reversion provisions. Tenant negotiates the new Lease with the County. With the following Tenant Improvement Model standard reversion provisions will be incorporated:

- 1) At lease termination, ownership of all improvements reverts to the County, unless in the County's sole discretion, it declines due to neglect, lack of maintenance, or environmental matters which would require material expenditure of County Airport funds.
 - a. If County takes ownership of the improvements, then County is responsible for all repairs and maintenance from that time, unless otherwise negotiated.
- 2) County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant shall be responsible for removal costs.
- 3) Tenant is responsible for all repairs and maintenance during the term of the extension, unless otherwise negotiated.
4. Lease rental terms will be determined by the amount of investment and reasonable amortization as determined in the County's sole discretion, but except in exceptional circumstances would not be for more than ten years, and a goal of making the Airport as self-sufficient as possible.
- 5) There shall be a ten (10) year term limit on the new Lease Agreement and extensions, considering that in no event should the reversionary deferred extended term (together with the original lease term for the hanger and any extensions) exceed 45 years.

Option C, Reversionary Deferred Lease Agreement

The Reversionary Deferred Lease Agreement (RD Lease Agreement) is a possible option the County, in its sole discretion, may consider in individual circumstances. While Tenant

would maintain ownership of the hangar during the lease term and be responsible for all taxes, maintenance and upkeep, rent for ground and building would be determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible in accordance with FAA Guidelines and Grant Assurances, as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal, with the goal of achieving financial self-sustainability. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges. The Term of the RD Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy. Unless otherwise agreed by the County, all Improvements would become the property of the County under the provisions set forth in Number 1 and 2, Standard Reversion Model, set forth above.

Existing Leases (as defined above) have an extended term available as set forth in the Aviation Leasing Policy with specific reversion provisions.

June 9, 2023

EXHIBIT B TO AVIATION LEASING POLICY

SCHEDULE OF FEES

June 9, 2023



SCHEDULE OF FEES

Ridgeland – Claude Dean Airport

Fuel (Aviation Gasoline) – Full-Service	Commodity Pricing
Fuel (Jet -A) - Full-Service	Commodity Pricing
After Hours Fee (Prior Notice Requested)	\$ 150
Crew/Pax Transport Fee (Flat Rate)	\$ 80
Tie Down Fee Daily (Piston)	\$ 5
Tie Down Fee Monthly (Single-Engine Piston)	\$ 60
Tie Down Fee Monthly (Glider)	\$ 60
Tie Down Fee Monthly (Pole Barn, per stall)	\$ 70
Tie Down Fee Monthly (Light Piston Twin)	\$ 80
Tie Down Fee Monthly (Heavy Piston Twin)	\$ 200
Tie Down Fee Monthly (Turbine)	\$ 350
Ramp Fee (Piston) waived with 10-gallon fuel purchase	\$ 10
Ramp Fee (Piston, Multi-Engine), waived with 20 gallon fuel purchase	\$ 20
Ramp Fee (Turbine) waived with 50-gallon fuel purchase	\$ 60
Long-term Vehicle Parking Fee, Monthly	\$ 35
Hangar Ground Lease, per square foot	\$0.28

EXHIBIT C
ATTACHMENT TO ORDINANCE O-2023-02

TEMPLATE LEASE FORMS FOR RENEWAL/REPLACEMENT OF EXISTING HANGAR LEASES

June 9, 2023

STATE OF SOUTH CAROLINA) **AIRCRAFT STORAGE HANGAR LEASE**
) Terminal South
COUNTY OF JASPER) 2023 edition (Standard Replacement Lease)

This LEASE is made effective as of the ____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an airport known as Ridgeland – Claude Dean Airport, hereinafter called "Airport"; and,

WHEREAS, Lessor desires to accommodate, promote, and enhance general aviation at the Airport pursuant to Title 49 United States Code, Public Law 97 – 248, Airport and Airway Improvement Act of 1982; as amended and pursuant to the authority vested in the County of Jasper by the South Carolina Code of Laws, Title 55 Aeronautics; as amended; and,

WHEREAS, Lessee desires to use the facilities of the airport and to maintain a base of operations at the airport; and,

WHEREAS, Lessor is willing to lease a portion of the airport premises together with such rights and privileges as are set forth in this Lease; and,

WHEREAS, the Lessor and Lessee acknowledge that Lessee occupies an existing aircraft storage hangar for the storage of aircraft or is purchasing an existing aircraft storage hangar; as more particularly described below.

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **USE OF AIRPORT.** Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, water & sewer facilities, landing lights, beacons, radio navigation aids, radio communication aids, and all other conveniences for flying, landings, and takeoffs.
2. **EXCLUSIVE PROPRIETARY RIGHTS.** The Lessor (Airport Owner) shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services.

3. **EXCLUSIVE RIGHTS.** Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.
4. **ECONOMIC NON-DISCRIMINATION.**
 - a. Commercial Operator shall furnish said services on a reasonable and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Not applicable to non-commercial hangar Tenants.
 - b. Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - c. Lessor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and subordinate to the following:

 - a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease and unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.
 - b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the terms of this Lease. Abatement

of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.

6. **LEASED PREMISES.** Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: **Lot tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the Lease.

The leased premises shall be used only for personal, non-commercial storage of aircraft. The premises may not be used for any other purpose without advance, written permission of the Lessor. The tenant shall be responsible for all taxes, maintenance and upkeep.

7. **RIGHT OF INGRESS AND EGRESS.** Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. **GROUND LEASE**

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years.

a. The Initial Lease Rate shall be twenty-eight (\$0.28) cents per square foot [this is the 2032 rate, insert the then in-effect rate] of the leased premises including the building(s) footprint and other required area set forth in Exhibit "A" existing and commencing on the ___th day of _____, 202__ and ending on the ___th day of _____, 202__, unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.

9. **HOLD-OVER.** If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.

10. **LATE CHARGES.** Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.

11. RULES & REGULATIONS.

- a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.
- b. Lessee agrees to observe and obey the Ridgeland – Claude Dean Airport “Rules & Regulations”, “Minimum Standards for Aeronautical Services” and “Minimum Standards for Aircraft Hangar Construction” with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.
- c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.
- d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee’s employees, guests and customers.
- e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials, beyond customary toxic or hazardous materials such as fuels, lubricants, hydraulic fluids, solvents, etc. in such quantities commonly found in aircraft hangars, without Lessor’s prior written consent and approval.
- f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied by the appropriate authorities.
- g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.

12. INSURANCE. At all times during the Lease term, Lessee shall maintain, at its sole cost, insurance as specified in “Minimum Standards for Aeronautical Services”.

Such insurance, at a minimum, must insure against claims and liability for bodily injury and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina with a financial rating of “A” or better.

13. INDEMNIFICATION OF LESSOR. Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee’s use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor

shall give to Lessee prompt and timely notice of any claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

14. **WAIVER OF SUBROGATION.** Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, of either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.
15. **TERMINATION.**
 - a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
 - b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.
 - c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.
16. **SURRENDER OF POSSESSION.**
 - a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.
 - b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or

by the removal of Lessee's trade fixtures, furnishings, and equipment and repair shall include the patching and filling of holes and repair of structural damage.

- c. Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, equipment, and other property bought, installed, erected, or placed by Tenant in, on, or about the airport and premises leased, shall be deemed to be personal and shall remain the property of Tenant, and Tenant shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any resulting from such removal and to restore the leased premises to its original condition, waste and debris-free, and environmental issues. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60) calendar day period shall, in County's sole discretion, become part of the land on which it is located and title to such property shall vest in Lessor. [NOTE: Suitable adjustments will be made in accordance with the County Airport Leasing Policy in the event the improvements are to be surrendered to the County under the Lease being repaced]

d. If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (title) of the Improvements (specifically designated by the County) to the County at no cost to the County.

1. Provided the Tenant has been in good standing with the County, the County may offer a Reversionary Deferred Lease Agreement ("RD Lease Agreement") to the Tenant in accordance with the adopted County Airport Leasing Policy.

2. The County will not purchase improvements at the expiration of any agreement.

17. **INSPECTION BY LESSOR.** Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.

18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written

consent and approval. Lessee shall not subdivide either its ownership of the improvements or leasehold interest in the Leased Premises.

19. **SALE OF LEASED PREMISES.** Lessee shall not sell structures built on leased premises without prior written approval of the Lessor.
- a. In the event Lessee offers the leasehold for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee shall again notify Lessor, in writing, and offer the Leasehold to Lessor at the price and upon same or better terms named by the prospective buyer.
 - c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. **SURETY FOR PERFORMANCE & PAYMENT.** Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:
- 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;
 - 3) In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non-performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and
 - 4) The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

21. **HURRICANE WARNING.** Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland – Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.

22. **NOTICES.** Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

23. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

24. **SEVERABILITY.** If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.

25. **EFFECT OF LEASE.** All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.

26. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

27. **MODIFICATION OF LEASE.** Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By:_____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

STATE OF SOUTH CAROLINA) **AIRCRAFT STORAGE HANGAR LEASE**
) Terminal South
COUNTY OF JASPER) 2023 (Reversionary Deferred Lease)
Improvements)

This LEASE is made effective as of the ____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an airport known as Ridgeland - Claude Dean Airport, hereinafter called "Airport"; and,

WHEREAS, Lessor desires to accommodate, promote, and enhance general aviation at the Airport pursuant to Title 49 United States Code, Public Law 97 - 248, Airport and Airway Improvement Act of 1982; as amended and pursuant to the authority vested in the County of Jasper by the South Carolina Code of Laws, Title 55 Aeronautics; as amended; and,

WHEREAS, Lessee desires to use the facilities of the airport and to maintain a base of operations at the airport; and,

WHEREAS, Lessor is willing to lease a portion of the airport premises together with such rights and privileges as are set forth in this Lease; and,

WHEREAS, the Lessor and Lessee acknowledge that Lessee occupies an existing aircraft storage hangar for the storage of aircraft or is purchasing an existing aircraft storage hangar; as more particularly described below, and desires to seek a Reversionary Deferred Lease Agreement in accordance with the County Airport Lease Policy.

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **USE OF AIRPORT.** Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, water & sewer facilities, landing lights, beacons, radio navigation aids, radio communication aids, and all other conveniences for flying, landings, and takeoffs.

2. **EXCLUSIVE PROPRIETARY RIGHTS.** The Lessor (Airport Owner) shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services.
3. **EXCLUSIVE RIGHTS.** Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.
4. **ECONOMIC NON-DISCRIMINATION.**
 - a. Commercial Operator shall furnish said services on a reasonable and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Not applicable to non-commercial hangar Tenants.
 - b. Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - c. Lessor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and subordinate to the following:

 - a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease and unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.
 - b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is

executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the terms of this Lease. Abatement of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.

6. **LEASED PREMISES.** Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: **Lot _____ tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the Lease.

The leased premises shall be used only for personal, non-commercial storage of aircraft. The premises may not be used for any other purpose without advance, written permission of the Lessor. The tenant shall be responsible for all taxes, maintenance and upkeep.

7. **RIGHT OF INGRESS AND EGRESS.** Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. **GROUND LEASE**

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy.

- a. The Initial Lease Rate shall be _____, calculated in accordance with the County Airport Leasing Policy at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible, including the building(s), its footprint and other required area set forth in Exhibit "A". This Lease shall commence on the ____th day of _____, 202__ and end on the ____th day of _____, 202__, unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.
- b. During the lease term Tenant shall be responsible for all taxes, maintenance and upkeep. Rent for ground and building has been determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the

use/value of the hangar calculated to make the Airport as self-sufficient as possible.

9. **HOLD-OVER.** If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.
10. **LATE CHARGES.** Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.
11. **RULES & REGULATIONS.**
 - a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.
 - b. Lessee agrees to observe and obey the Ridgeland – Claude Dean Airport “Rules & Regulations”, “Minimum Standards for Aeronautical Services” and “Minimum Standards for Aircraft Hangar Construction” with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.
 - c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.
 - d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee’s employees, guests and customers.
 - e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials, beyond customary toxic or hazardous materials such as fuels, lubricants, hydraulic fluids, solvents, etc. in such quantities commonly found in aircraft hangars, without Lessor’s prior written consent and approval.
 - f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied by the appropriate authorities.
 - g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.

12. **INSURANCE.** At all times during the Lease term, Lessee shall maintain, at its sole cost, insurance as specified in "Minimum Standards for Aeronautical Services".

Such insurance, at a minimum, must insure against claims and liability for bodily injury and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina with a financial rating of "A" or better.

13. **INDEMNIFICATION OF LESSOR.** Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee's use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

14. **WAIVER OF SUBROGATION.** Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, of either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.

15. **TERMINATION.**

- a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
- b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.

- c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.

16. SURRENDER OF POSSESSION.

- a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.
- b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or by the removal of Lessee's trade fixtures, furnishings, and equipment and repair shall include the patching and filling of holes and repair of structural damage.
- c. Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, equipment, and other property bought, installed, erected, or placed by Tenant in, on, or about the airport and premises leased, shall be deemed to be personal and shall remain the property of Tenant, and Tenant shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any resulting from such removal and to restore the leased premises to its original condition, waste and debris-free, and environmental issues. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60) calendar day period shall, in County's sole discretion, and in accordance with the County Airport Leasing Policy, become part of the land on which it is located and title to such property shall vest in Lessor. [NOTE: Suitable adjustments will be made in accordance with the County Airport Leasing Policy and the Reversionary Policy in the event the improvements are to be surrendered to the County under the Lease being replaced]
- d. If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (title) of the Improvements (specifically designated by the County) to the County at no cost to the County.
 - 1. The County will not purchase improvements at the expiration of any agreement.

17. **INSPECTION BY LESSOR.** Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.
18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written consent and approval. Lessee shall not subdivide either its ownership of the improvements or leasehold interest in the Leased Premises.
19. **SALE OF LEASED PREMISES.** Lessee shall not sell structures built on leased premises without prior written approval of the Lessor.
 - a. In the event Lessee offers the leasehold for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee shall again notify Lessor, in writing, and offer the Leasehold to Lessor at the price and upon same or better terms named by the prospective buyer.
 - c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. **SURETY FOR PERFORMANCE & PAYMENT.** Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:
 - 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;

3) In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non-performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and

4) The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

21. **HURRICANE WARNING.** Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland – Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.

22. **NOTICES.** Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

23. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

24. **SEVERABILITY.** If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.

25. **EFFECT OF LEASE.** All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.

26. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

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27. **MODIFICATION OF LEASE.** Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20 ____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

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[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

taxiways, water & sewer facilities, landing lights, beacons, radio navigation aids, radio communication aids, and all other conveniences for flying, landings, and takeoffs.

2. **EXCLUSIVE PROPRIETARY RIGHTS.** The Lessor (Airport Owner) shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services.
3. **EXCLUSIVE RIGHTS.** Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.
4. **ECONOMIC NON-DISCRIMINATION.**
 - a. Commercial Operator shall furnish said services on a reasonable and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Not applicable to non-commercial hangar Tenants.
 - b. Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - c. Lessor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
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This Lease is subject to and subordinate to the following:

 - a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease and unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.
 - b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other

structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

- c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the terms of this Lease. Abatement of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.
6. **LEASED PREMISES.** Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: **Lot _____ tax map and parcel 062-21-01-001** together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the Lease.

The leased premises shall be used only for personal, non-commercial storage of aircraft. The premises may not be used for any other purpose without advance, written permission of the Lessor. The tenant shall be responsible for all taxes, maintenance and upkeep.

7. **RIGHT OF INGRESS AND EGRESS.** Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. **GROUND LEASE**

TERM, RATE, OPTIONS. The Term of this Lease is five (5) years, with a possible extension of up to five (5) additional years, in County's sole discretion, and subject to the overall limitation on the length of Leases contained in the Airport Leasing Policy.

- a. The Initial Lease Rate shall be _____, calculated in accordance with the County Airport Leasing Policy at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible, including the building footprint and other required area set forth in Exhibit "A", and allowing adequate time for the amortization of the new or recent capital improvements. This Lease shall commence on the ____th day of _____, 202__ and end on the ____th day of _____, 202__, unless terminated at an earlier date for any reason set forth in this lease. The

- lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.
- b. [Option where new improvements pledged]. The pledged capital improvements to be made by Tenant must be based upon approved plans and specifications, and all work must be completed by _____; failure to complete at least 51% of the pledged capital improvements shall be grounds for termination on 90 days notice to Tenant, and failure to complete 100% of the pledged capital improvements will result in a pro-rata reduction in the Term (i.e., if only 60% of the work is completed, then the Term may be reduced by 40%).
 - c. During the lease term Tenant shall be responsible for all taxes, maintenance and upkeep. Rent for ground and building has been determined not by the at the adopted ground lease rate per square foot rate as adjusted for inflation/CPI rate in existence at the time of the execution of the RD Lease Agreement, but at a rate including the use/value of the hangar calculated to make the Airport as self-sufficient as possible.
9. **HOLD-OVER.** If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.
10. **LATE CHARGES.** Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.
11. **RULES & REGULATIONS.**
- a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.
 - b. Lessee agrees to observe and obey the Ridgeland – Claude Dean Airport “Rules & Regulations”, “Minimum Standards for Aeronautical Services” and “Minimum Standards for Aircraft Hangar Construction” with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.
 - c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.

- d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee's employees, guests and customers.
- e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials, beyond customary toxic or hazardous materials such as fuels, lubricants, hydraulic fluids, solvents, etc. in such quantities commonly found in aircraft hangars, without Lessor's prior written consent and approval.
- f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied by the appropriate authorities.
- g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.

12. **INSURANCE.** At all times during the Lease term, Lessee shall maintain, at its sole cost, insurance as specified in "Minimum Standards for Aeronautical Services".

Such insurance, at a minimum, must insure against claims and liability for bodily injury and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina with a financial rating of "A" or better.

13. **INDEMNIFICATION OF LESSOR.** Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee's use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

14. **WAIVER OF SUBROGATION.** Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, of either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.

15. **TERMINATION.**

- a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
- b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.
- c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.
- d. This Lease may also be terminated in accordance with the provisions of Paragraph 8 above for failure to complete pledged improvements.

16. **SURRENDER OF POSSESSION.**

- a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.
- b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or by the removal of Lessee's trade fixtures, furnishings, and equipment and repair shall include the patching and filling of holes and repair of structural damage.
- c. Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, equipment, and other property bought, installed, erected, or placed by Tenant in, on, or about the airport and premises leased, shall be deemed to be personal and shall remain the property of Tenant, and Tenant shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Tenant's obligation to repair all damage, if any resulting from such removal and to restore the leased premises to its original condition,

waste and debris-free, and environmental issues. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60) calendar day period shall, in County's sole discretion, and in accordance with the County Airport Leasing Policy, become part of the land on which it is located and title to such property shall vest in Lessor. [NOTE: Suitable adjustments will be made in accordance with the County Airport Leasing Policy in the event the improvements are to be surrendered to the County under the Lease being replaced. The County maintains the right to require the removal of improvements and alterations if the property has not been maintained and / or has no residual value, has been neglected by owner, has environmental issues, or no longer conforms to requirements. In such cases, the Tenant is responsible for removal and mitigation costs.]

d. If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (title) of the Improvements (specifically designated by the County) to the County at no cost to the County upon such conditions as the County may agree.

1. The County will not purchase improvements at the expiration of any agreement.

17. **INSPECTION BY LESSOR.** Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.
18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written consent and approval. Lessee shall not subdivide either its ownership of the improvements or leasehold interest in the Leased Premises.
19. **SALE OF LEASED PREMISES.** Lessee shall not sell structures built on leased premises without prior written approval of the Lessor.
- a. In the event Lessee offers the leasehold for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
- b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee

shall again notify Lessor, in writing, and offer the Leasehold to Lessor at the price and upon same or better terms named by the prospective buyer.

- c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. **SURETY FOR PERFORMANCE & PAYMENT.** Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:
- 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;
 - 3) In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non-performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and
 - 4) The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.
21. **HURRICANE WARNING.** Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland - Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.
22. **NOTICES.** Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

23. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
24. **SEVERABILITY.** If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.
25. **EFFECT OF LEASE.** All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.
26. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
27. **MODIFICATION OF LEASE.** Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20_____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

AGENDA ITEM:

#13

Citizen Comments

AGENDA ITEM:

#14



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator
afulghum@jaspercountysc.gov

Administrator's Report June 20, 2023

1. **Regional Jail Study:**
Awaiting draft Intergovernmental Agreement (IGA) from Beaufort County staff.
2. **SC Counties Workers Compensation Trust (SCCWCT):**
I have been notified of actions taken by the SCCWCT in May. A 10% discount for all members has been applied. Additionally, the County's claims experience has been significantly reduced over the last several years and we now enjoy an experience modification factor of 0.75.

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



May 26, 2023

Andrew P Fulghum, County Administrator
Jasper County
PO Box 1149
Ridgeland, SC 29936

RE: SCCWCT 2023-2024 Workers' Compensation Renewal

Dear Andy:

On behalf of your Workers' Compensation Trust, I want to thank you and Jasper County for your continued membership in and support of the Trust.

The SCCWCT Board of Trustees voted on May 25th to provide a 10% Trust Wide Discount of all member's workers' compensation contributions. Based on this decision, the Board of Trustees has determined that your annual contribution for the July 1, 2023 – July 1, 2024, period is \$450,992.97. The contribution for Jasper Fire is \$1,283.85.

Please remember that increases in your payroll will act to offset the decrease in the contributions. Additionally, changes in your claims experience affect your County's experience modification factor which also directly impacts the contribution level that you pay. If your claims are reduced, you will see a contribution savings. If your claims increase, it will increase the contribution level that you pay into the Trust.

Based on your 2019, 2020, and 2021 claims experience, your experience modification factor is 0.75. Experience mods greater than 1.00 indicate worse than industry average claims performance. Experience mods less than 1.00 indicate better than industry average claims experience. For comparison, please find enclosed the experience modification factors for all of the WC Trust Counties.

Please continue to support your Risk Manager to help reduce your experience mod and save your County and the SCCWCT money. SCAC risk managers are available to come to your County to work with your personnel to enhance your safety and risk management program.

Please note that this letter is not an invoice. You will be invoiced at a later date. If you have any questions concerning your 2023-2024 contribution or experience modification factor, please feel free to call Caroline Deevey at 803-252-7255. As always, please call on your SCAC staff at any time.

Yours truly,

Tim Winslow
Secretary-Treasurer

Enclosure

c: Nicole Holt; Kimberly Burgess

2023-2024 Experience Mod Ranking

Exp Mod	County Ranking	
0.55	1	Fairfield
0.57	2	Clarendon
0.58	3	Edgefield
0.63	4	
0.63	5	
0.65	6	
0.69	7	
0.71	8	
0.72	9	
0.72	10	
0.73	11	
0.74	12	
0.75	13	
0.75	14	
0.77	15	
0.78	16	
0.79	17	
0.82	18	
0.83	19	
0.85	20	
0.86	21	
0.87	22	
0.87	23	
0.92	24	
0.93	25	
0.94	26	
0.95	27	
0.96	28	
0.99	29	
1.00	30	
1.02	31	
1.04	32	
1.04	33	
1.06	34	
1.09	35	
1.19	36	
1.28	37	
1.29	38	
1.34	39	
1.35	40	
1.38	41	
0.89	County Average	



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Progress Report June 6, 2023 - June 20, 2023

1. Memorandum of Understanding (MOA) between Sheriff's Office and Polaris Tech Charter School for School Resource Officer (SRO):
Executed the MOA and provided a copy to the finance department. A copy of the MOA follows this report.
2. Moratorium:
Approved consultant's proposal. Currently awaiting contract for signature. Discussion with Mr. Tony Nimmer on June 6. Discussions with reporter from *The Post and Courier*. *The Post and Courier* articles follow this report.
3. Transportation Sales Tax Program- Rt. 278 Widening Project:
Requested assistance from Lowcountry Council of Governments (LCOG) staff to start the process of terminating the U.S. Economic Development Administration (EDA) grant for convenience. LCOG staffers are drafting a letter for my signature to be sent to the EDA.
4. FY-2024 Budget:
Met with Ms. Burgess to review proposed changes to be discussed with County Council at the June 12 County Council budget workshop.
5. Capital Projects:
Attended meeting on June 7 with an MB Kahn representative and County staff to review and discuss active and future projects. MB Kahn report for County Council distributed via email on June 7.
6. Rt. 462 and Knowles Island Road Intersection:
Discussion with consulting engineer on June 14. Will report to County Council once consulting engineer has completed memo on the matter for the County.
7. Exit 3:
Scheduled for conference call on June 14 with outside counsel to review project status.

8. 2023 Employee Performance Evaluations:

Seven of eight performance evaluations for direct reports have been completed. Final one pending.

9. South Carolina Association of Counties (SCAC):

Participated in telephone interview with Vice-Chairwoman Clark, Mr. Lucas and SCAC staff re: Brookings Institution articles about Jasper County that were published earlier this year. The SCAC intends to include a story about this in an upcoming edition of the County Focus magazine.

10. Coroner's Office:

Scheduled to meet with Coroner Aiken, Ms. Burgess, and Mr. Tedder on June 14 in response to the coroner's email request for a meeting. Emails follow this report.

11. Affordable Housing:

Discussed Regional Housing Trust Fund contribution with Ms. Burgess and Mr. Tedder. A resolution authorizing the expenditure of those funds for that purpose will be presented to the County Council at the June 20 special called meeting of the County Council.

Scheduled to tour affordable housing project in Bluffton with County staff and officials from the City of Hardeeville on June 14.

12. Various Development Projects:

Met with property owner of several tracts of land in the southern portion of the County. The property owner is seeking a development agreement. Will report to Council when project is staffed out. Scheduled to attend a meeting with County staff, SCA staff, and outside counsel on June 14 to discuss active economic development projects.

13. South Carolina City and County Management Association (SCCCMA):

Attending Summer meeting in Myrtle Beach June 15-17.

14. Other Meetings/Events Attended or Scheduled to Attend:

BJWSA welcome event on June 8 for General Manager, Ms. Verna Arnette, P.E., Beaufort Regional Chamber Legislative Reception on June 9, and County Council Budget Workshop on June 12.

Jasper County Sheriff's Office
School Resource Officer
Memorandum of Agreement
For Polaris Tech Charter School
2023 – 2024 School Year

This Memorandum of Agreement (MOU) shall be between the Jasper County Sheriff's Office (Sheriff's Office) and Polaris Tech Charter School (The School). In consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

I. PURPOSE:

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort between the Sheriff's Office and The School. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive Program that will build a positive relationship between law enforcement, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. MISSION:

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe, and students are supported to succeed. The SRO Program also seeks to reduce violent crimes committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community to promote overall student achievement and success.

III. TERM:

This Agreement is for a term of one year, twelve calendar months, beginning on July 1, 2023, and ending on June 30, 2024, unless either party provides written notice of termination to the other party on or before May 1.

IV. ORGANIZATIONAL STRUCTURE:

A: COMPOSITION:

The School Resource Officer Program at Polaris Tech Charter School will consist of one (1) full-time Jasper County Sheriff's Office Deputy that is a certified law enforcement officer for the State of South Carolina and meets all of the requirements as set forth by Polaris Tech Charter School and the Jasper County Sheriff's Office rules, regulations, policies, and procedures.

B: POLICY AND PROCEDURES:

The School Resource Officer Program's day-to-day operational and administrative control will be the responsibility of the Jasper County Sheriff's Office. Responsibility for the conduct of the School Resource Officer, both personally and professionally, shall remain with the Sheriff's Office.

The School Resource Officer is assigned to the Special Services Division of the Jasper County Sheriff's Office. Daily, the School Resource Officer will collaborate with the Executive Director of Polaris Tech Charter School, or their designee, on various issues, including the disposition of multiple situations they may encounter.

C: SUPERVISION:

The School Resource Officer will be ultimately accountable to the Jasper County Sheriff's Office chain of command. However, while at the school, the School Resource Officer will be additionally accountable to the Executive Director or their designee. The School Resource Officer is expected to cooperate with school officials, including administrators and faculty.

The primary functions of the School Resource Officer are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. The School Resource Officer and the school Executive Director or their designee will meet regularly to discuss plans and strategies to address specific issues or needs that may arise.

As required by law, School Resource Officers should never be assigned to duties within schools in place of a certified teacher.

If an issue regarding the School Resource Officer's job performance arises, the Executive Director should contact and brief the School Resource Officer Supervisor as soon as possible about the situation. The School Resource Officer Supervisor will work in conjunction with the Chief Deputy and Executive Director to resolve the issue. If the problem is not resolved within a reasonable time, the Sheriff and the Executive Director will meet to seek a resolution.

D: RELATIONSHIP TO PARTIES:

The Deputy assigned to Polaris Tech Charter School shall be an employee of the Jasper County Sheriff's Office. The School Resource Officer shall at all times remain subject to the Sheriff's Office chain of command, Code of Conduct, and the current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. In addition, School Resource Officers will be expected to abide by policies set forth by Polaris Tech Charter School and laws and regulations applicable to the school and be responsive to the Executive Director regarding all school-related tasks.

E: ASSIGNMENTS:

Any matters concerning the School Resource Officer Program shall be submitted in writing to the Sheriff's Office School Resource Officer supervisor.

V. PROCEDURES:

A: CONCEPT:

The School Resource Officer Program shall utilize the School Resource Officer Triad concept set forth by the National Association of School Resource Officers. The School Resource Officer Triad concept generally means that the officers assigned to the Program are law enforcement officers, law-related counselors, and instructors for law enforcement topics. The School Resource Officer shall be responsible for carrying out all duties and responsibilities of a deputy sheriff. School Resource Officers are enforcement officers considering criminal matters only. **SCHOOL RESOURCE OFFICERS ARE NOT SCHOOL DISCIPLINARIANS AND SHOULD NOT ASSUME THIS ROLE.** School Resource Officers report directly to the School Resource Officer's Sheriff's Office supervisor in connection with the assignment of law enforcement instruction and standard law enforcement duties. School Resource Officers are not formal counselors and will not act as such; however, they are used as law-related resources to assist students, faculty, and staff. School Resource Officers are to be used as instructors of law

enforcement topics and will provide instruction under the supervision of a certified teacher.

B: DUTIES:

School Resource Officer responsibilities to Polaris Tech Charter School will include, but are limited to:

- a. Enforcing criminal laws and protecting the students, staff, and the public against illegal activity.
- b. Providing information concerning questions about law enforcement topics to students and staff.
- c. Speaking to students on a variety of law enforcement-related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skill under the supervision of a certified teacher.
- d. Handling initial reports of crimes committed on campus.
- e. Taking enforcement action on criminal matters when necessary. If it should become necessary to conduct formal police interviews, the School Resource Officer will guide the Executive Director, or their designee, on law enforcement policy, as well as legal requirements concerning interviews.
- f. Attending parent/faculty meetings to solicit support and provide a basic orientation of the Program as requested by the Executive Director.
- g. Facilitating law-related education classes as scheduled through the Executive Director's office.
- h. Working in conjunction with the school's administration to complete a daily schedule of activities.
- i. Assisting other law enforcement officers in matters regarding their school assignments whenever necessary. School Resource Officers shall, whenever possible, participate in school functions as they relate to the duties of the School Resource Officer Program.
- j. Being available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or crime prevention nature. The School Resource Officer shall act in compliance with confidentiality

laws, including but not limited to the Family Educational Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order.

- k. Collaborating with community agencies that offer assistance to youths and their families, such as mental health, drug treatment centers, school-based adolescent health centers, etc. When necessary, the School Resource Officer shall make referrals to such agencies, thereby acting as a resource person to students, parents, faculty, and staff.
- l. Assisting the Executive Director in developing plans and strategies to prevent or minimize dangerous situations.
- m. Maintaining detailed and accurate records of the School Resource Officer Program every month and working in conjunction with the Assistant Executive Director to document law-related incidents at the school.
- n. Responding to student situations at the request of the Executive Director, or their designee, only. **TEACHERS ARE REQUIRED TO CONTACT THE ADMINISTRATION FIRST BEFORE REQUESTING THE SCHOOL RESOURCE OFFICER'S PRESENCE.** Per S.C. Reg. 43-210, the School Resource Officer shall only be called for student discipline situations when a student's behavior has reached criminal conduct, which is defined as those activities engaged in by students which result in violence to oneself or another person or property to which pose a direct and serious threat to the safety of oneself or others in the school. School Resource Officers shall only be called to respond to disruptive conduct when:
 - 1. The conduct rises to a level of criminality, and,
 - 2. The conduct presents an immediate safety risk to one or more people, or it is the third or subsequent act that rises to a level of criminality in that school year.
- o. Upon request, the Executive Director, or their designee, and the School Resource Officer shall attend student administrative hearings when student arrests are made on campus. The School Resource Officer shall act in compliance with confidentiality laws, including, but not limited to, the Family Education Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order. The School Resource Officer will submit copies of police reports to the Executive Director upon request.

- p. The School Resource Officer must notify the Executive Director or their designee when they leave campus during the regular workday.
- q. The School Resource Officer's normal workday/workweek will be Monday through Friday, 9.0 hours (from 7:00 a.m. to 4:00 p.m.). Unless otherwise requested by the Executive Director or their designee, the School Resource Officer is only required to be at the school when students or staff are present. For days that the School Resource Officer is not required to be at the school, excluding weekends and state holidays, the School Resource Officer's time off will accrue.
- r. Upon request of the Executive Director, or their designee, if the School Resource Officer is requested to attend school activities above and beyond the scope of this Agreement, the school will be responsible for payment of the School Resource Officer's time at the School Resource Officer's time and a half per hour rate, for the School Resource Officer's attendance per Jasper County Sheriff's Office policy. The school will be responsible for paying the Sheriff's Office for the School Resource Officer's mileage at the standard IRS rate for any out-of-county travel by the School Resource Officer on school-related business.
- s. In the absence of the School Resource Officer, the School Resource Officer Supervisor will ensure coverage on campus at all times except for any training to keep the School Resource Officer certification.
- t. The School Resource Officer's office keys will only be issued to the School Resource Officer or the School Resource Officer's supervisor.

C: ENFORCEMENT:

Although School Resource Officers have been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Still, the School Resource Officer will make every effort to ensure that such actions are exercised reasonably so as not to disrupt the daily operation of the school. Citations should be issued, and arrests made when appropriate and per the Jasper County Sheriff's Office standard operating procedure.

VI. EQUIPMENT AND WORKING CONDITIONS:

A. Sheriff's Office Responsibility: The Jasper County Sheriff's Office shall provide a School Resource Officer who will have specialized training as a School Resource Officer at the Polaris Tech Charter School.

B. Polaris Tech Charter School Responsibility: Polaris Tech Charter School shall provide an office for the School Resource Officer at the Polaris Tech Charter School with the following materials which are deemed necessary to the performance of the School Resource Officer's duties:

- (a) Access to an air-conditioned and adequately lighted private office, which shall contain a telephone, which may be used for general business purposes.
- (b) A location for files and records, which can be properly locked and secured.
- (c) A desk with drawers, chairs, a worktable, a filing cabinet, office supplies, a computer, internet access, and a printer.
- (d) Access to and encouragement of classroom participation by the School Resource Officer and an opportunity for the School Resource Officer to address teachers and school administrators about the School Resource Officer Program, goals, and objectives.
- (e) Keys to all doors except for any vault or office that has money stored.

VII. REIMBURSEMENT:

The Jasper County Sheriff's Office will pay the cost of the salary, benefits, training, lodging, and per-diem of the School Resource Officer Programs designated officer. Polaris Tech Charter School will reimburse the Jasper County Sheriff's Office the cost of the deputy's salary and benefits which is currently \$78,606.66 calculated as follows:

Salary	\$56,958.72.
Retirement (calculated at a rate of 20.24%)	\$11,528.44.
Federal Insurance Contributions Act (FICA) (7.65%)	\$4,357.34.
Health Insurance	\$5,762.16.
Total	\$78,606.66.

In the event a change of personnel is necessary, the salary shall be adjusted upward or downward to reflect the new personnel. Polaris Tech Charter School will also be responsible for the reimbursement of any future increases due to the cost of living or promotions.

Polaris Tech Charter School will also be responsible for any overtime and travel expenses (Per Diem, hotel, registration fees, etc.) incurred by the officer(s) that are not covered by any grants or other outside funding.

VIII. TERMINATION:

Each party may terminate this Agreement at any time by giving written notice of said termination should the other party fail to perform its obligations under the Agreement substantially. Each party may terminate this Agreement without cause at any time upon mutual agreement between the parties or by giving the other parties at least thirty (30) days advance written notice. The notice required under this clause will be sent by registered mail.

IX. LIABILITY:

It is further agreed that the designated officers will remain employees of the Jasper County Sheriff's Office with all rights, benefits, and privileges thereto. The Sheriff's Office and its employees are subject to the immunities and qualified immunities granted by law, including the South Carolina Tort Claims Act notwithstanding, the Sheriff's Office shall purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage for any acts or omissions of its employees that occur, or claims made during the duration of the Agreement. To the extent permitted by law and subject to the immunities from liability provided by law, the Jasper County Sheriff's Office agrees to be legally responsible for the liability, damage, expense, causes of action, suits, claims, or judgment arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Sheriff's Officer, its agents, and employees, in connection with or arising out of the activity which is the subject of this Agreement. Likewise, to the extent permitted by law, the Polaris Tech Charter School agrees to be legally responsible for any liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Polaris Tech Charter School, its agents, and employees, in connection with or arising out of the activity which is the subject of this Agreement.

The Polaris Tech Charter School, the Sheriff's Office, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Executive Director and the Sheriff or their designees. The terms of this Agreement are subject to change at the end of each school year no later than July 1st of the calendar year. Any recommended changes or modifications will be reviewed by the Sheriff and the Executive Director, or their designees, and any approved recommended changes to this Agreement will be submitted in writing.

This document constitutes the complete understanding of said parties. No terms, conditions, understanding, or agreements to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:


Polaris Tech Charter School Executive Director
Date: 5-12-2023


Jasper County Administrator
Date: 6-6-23


Jasper County Sheriff
Date: May 11, 23


Jasper County Sheriff - Chief Deputy
Date: May 11, 2023


Polaris Tech Charter School Board of Directors
Date: May 12, 2023

https://www.postandcourier.com/hilton-head/large-jasper-county-parcel-sells-for-16-million-to-charleston-real-estate-investor/article_4c90f63c-06e0-11ee-9238-abcddf8545d4.html

Large Jasper County parcel sells for \$16 million to Charleston real estate investor

BY TONY KUKULICH TKUKULICH@POSTANDCOURIER.COM

JUN 9, 2023



A Charleston real estate investor recently bought 620 acres in Jasper County for \$16 million. Image provided/Beach Commercial

RIDGELAND — Businesses registered to a Charleston real estate investor have paid \$16 million to assemble a large tract of land in rapidly growing Jasper County.

The 620-acre parcel is northwest of Argent Boulevard and was acquired in phases, according to public land records.

About 377 acres are in a planned development district called The Peninsula, according to Lisa Wagner, county director of planning and building services.



HILTON HEAD

12,000 acres preserved in fast-developing part of SC

BY TONY KUKULICH TKUKULICH@POSTANDCOURIER.COM

The development district, she said, permits up to 1,555 dwelling units, including single-family homes, apartments and townhouses. Additionally, seven acres of the property can be developed for commercial use.

She added that an application for a development is required for any future development of the remaining 243 acres.

The acreage is in close proximity to several large and growing master-planned communities, including Sun City Hilton Head and Latitude Margaritaville.

The location is also close to Interstate 95 and Highway 278, which is the principal route into Hilton Head.



NEWS

Planning commission deals setbacks to Pine Island golf course developer

BY TONY KUKULICH TKUKULICH@POSTANDCOURIER.COM

Eddie Hughes of Charleston-based Beach Commercial handled the sale for the seller, Drapac Capital Partners.

“The last part of the transaction just closed the whole thing out about two weeks ago,” Hughes said. “This was the second take to complete the \$16 million total.”

The most recent sale involved about 117 acres near Argent Boulevard, which sold for \$7.2 million. The bulk of the property changed hands last November for \$8.8 million.

“This tract is ideally situated in a location that is currently experiencing extensive growth and is primed for further development,” Hughes noted.



HILTON HEAD

Bluffton seeks to acquire ghost roads, willing to use eminent domain

BY MICHAEL CUGLIETTA MCUGLIETTA@POSTANDCOURIER.COM

Drapac Capital bought the property about eight years ago, Hughes said.

“We were working on the entitlement for years,” he added. “As that area grew and grew and grew, it was time to get it out there and make a transaction. When they bought it, it was extremely rural. It was in the middle of nowhere.”

The new ownership is a series of companies registered to David W. Adbo of West Ashley. He could not immediately be reached for comment.

In recent years, Jasper has seen dramatic population growth.

U.S. Census data identified the county, adjacent to Beaufort County and Chatham County, Ga., as the fastest-growing county in the state from 2020 to 2023. Its population, now at 32,000, grew by 10 percent over that three-year period.

Warren L. Wise of The Post and Courier contributed to this report. Reach Tony Kukulich at 843-709-8929.

TONY KUKULICH

Fast-growing Jasper close to tapping brakes on development



A sign advertises a tract of land available for sale within the Euhaw Broad River Planning Area in Ridgeland.



Clouds gather over Boyd Creek in the Euhaw Broad River Planning Area in Ridgeland on May 31.

BY TONY KUKULICH TKUKULICH@POSTANDCOURIER.COM

RIDGELAND — Wedged between Beaufort County and Chatham County, Georgia, Jasper County is one of the growth hotspots in the state and, surprisingly, the country.

Responding to expanding growth pressure, Jasper County Council has taken steps to approve a nine-month moratorium on development in an environmentally and culturally rich portion of the county, an area referred to as the Euhaw Broad River Planning Area.

“This puts a pause on major subdivisions and major land development permits,” said David Tedder, attorney for the county, during the June 5 council meeting. “It does not affect single-family homes or minor subdivisions (with) less than four homes.”

The moratorium, according to County Administrator Andrew Fulghum, will give the county time to assess the appropriateness of its zoning and density ordinances given current development demands.

The phrase “pumping the brakes” on development is used frequently when the moratorium is discussed.

“They need to update the zoning code and think about how they want to deal with (growth) proactively rather than reactively responding to this tidal wave of rezonings and permits,” Kate Schaefer, director of land protection for the Open Land Trust, told The Post and Courier.

Conceived by a citizens group, the moratorium has already received the first two of three approvals needed to go into effect.

A final vote could come in a few weeks.

How Jasper has grown

Jasper County's accelerating population and housing growth has led to the moratorium.

From 2020 to 2022, Jasper was South Carolina's fastestgrowing county, according to U.S. Census data. With its population rising by 11 percent, Jasper County topped Horry County, anchored by popular tourist spot Myrtle Beach, as the state's fastest-growing.

Jasper County grew twice the rate of neighboring Beaufort County, the home to Hilton Head Island, and nearly four times faster than the state average in that time.

Jasper County's population has increased by nearly one-third since 2010 reaching more than 32,000.

Growth in the county on South Carolina's southern tip isn't only notable within the state.

Jasper County posted the nation's third-largest increase in housing supply, expanding by more than 13 percent from 2020 to 2022. More than 1,700 housing units were added in the county during the twoyear period.

"I think what the county has correctly come to terms with is that development pressure is more than knocking at the door," Schaefer said. "It's here."

Growth has been driven largely by retirees coming to the area, Fulghum said.

Development pressure started decades ago on Hilton Head Island has continued its western expansion since then.

The wave of growth has since passed through the Bluffton and Okatie areas and will continue west along Highway 278 until it reaches Interstate 95.

"We're seeing a variety of different projects, mainly to support this influx of retirees coming in." Fulghum said.

A growing supply of affordable housing and a convenient location add to the draw of Jasper County.

There, the median price of an owner-occupied home was under \$183,000 compared to \$328,500 in Beaufort County according to U.S. census data from 2017 to 2021.

Residents in southern Jasper County have easy access to Hilton Head, Bluffton, Beaufort and Port Royal. Often, Fulghum said, it can be easier to reach locations in Beaufort County from Jasper County.

Plus, residents are often less than 20 minutes from Interstate 95.

“I think people are realizing the attractiveness of the area because of the new housing stock going up,” he said.

“Also, it’s the convenience to not only enjoy Jasper, but all of Beaufort County. It’s an afternoon trip to Savannah, a day trip to Charleston, a day trip to Aiken. It’s a great spot to be in geographically.”

What’s in the package?

If approved, the building moratorium would halt development of commercial projects and large-scale residential projects of four or more homes in the Euhaw Broad River Planning Area.

The Euhaw Broad River Planning Area consists of two parts. The northern segment is the Euhaw Cultural Heritage District, which boasts a number of significant sites, including the tomb of Declaration of Independence signer Thomas Heyward Jr., the Civil War battleground Honey Hill, Knowles Island and several area churches.

The 54,000-acre Okeetee Club hunting preserve represents the southern portion of the planning area.

Combined, the two segments cover approximately one-quarter of the 660-square mile county.

This isn’t the first time that Jasper County has paused to catch its breath.

Land-use planning 2.0

In 2005, a similar moratorium was enacted that applied to all of the county's unincorporated areas.

Initially approved for a sixmonth term, it was renewed several times until it was finally lifted after two years.

Pausing the review and approval of development requests, which were flooding the county at the time, allowed county staff the opportunity to evaluate and solve deficiencies in its zoning ordinances.

"We had the zoning, but it was zoning in name only," Fulghum said. "It didn't have any teeth to it. You could really develop anything you wanted anywhere."

During that period, every land parcel in unincorporated county was rezoned, an effort that Fulghum called "Herculean."

The moratorium also had the effect of driving development to the municipalities simply because applications were not being considered by the county. Developers had nowhere else to go. In that way, the moratorium helped prevent urban sprawl during a time of high growth.

"The reason that strategy made sense was to keep Jasper rural," Fulghum said. "You can still see bumper stickers on cars with that theme."

The process was a success in Fulghum's estimation, and he sees the current effort a continuation of the process that started 19 years ago.

An urban growth study initiated by Jasper County at the same time similarly encouraged land-use principles that directed growth and upzoning to the municipalities, while allowing the county to focus on rural preservation.

"That was land-use planning 1.0," Schaefer said. "Now we're at a need for land-use planning 2.0."

Tickton Hall

If there's one project that epitomizes the development pressure in Jasper County, it's the proposed Tickton Hall project.

In September 2022, Hilton Head-based developer Robert Graves requested that the Town of Ridgeland annex and rezone 1,500 acres of unincorporated Jasper County land known as Tickton Hall, which was once part of the 6,000-acre Chelsea Plantation.

His plan called for the construction of 4,800 homes, 75 docks on the nearly pristine Euhaw Creek and 480,000-square feet of commercial construction along the heavily traveled S.C.

Highway 462. The land is currently zone for rural preservation, which allows one home per acre.

Organizations including Keep Chelsea Rural, the Open Land Trust and the South Carolina Coastal Conservation League pushed back against the plan, saying it would destroy the area's rural character, damage natural resources and drive up taxes.

Public opposition to Ridgeland's annexation was seemingly effective. The town hasn't taken the matter up since a public meeting was held in November 2022. But earlier this year, officials told The Post and Courier that negotiations between the town and the developer were ongoing.

"We feel strongly that the onslaught of overdevelopment we are facing is diminishing our quality of life and threatening the area's significant natural resources, historic and cultural heritage and rural character," said Smittie Cooler as he proposed the moratorium to County Council on May 1.

Cooperation needed

The county's moratorium applies only to unincorporated county land within the planning area. It does not apply to land that falls within the town of Ridgeland or the city of Hardeeville. Much of Ridgeland sits inside the Euhaw Broad River Planning Area.

"My hope is that this process not only helps us develop the appropriate zoning and densities, but also will help us open the lines of good communication with the municipalities,"

Fulghum said.

Just days after the council gave initial approval to the moratorium in

May, Fulghum asked that Hardeeville and Ridgeland cooperate with the purpose of the moratorium by not entertaining annexation requests during its term. Additionally, he asked that the municipalities participate with the county's planning efforts while the moratorium is in place.

The Hardeeville City Council took up the county moratorium during its June 1 meeting, while Ridgeland Town Manager Dennis Averkin said the town would take the county's requests under advisement.

"I applaud no developing in those environmentally sensitive areas," Hardeeville Mayor Harry Williams said during the June 1 City Council meeting.

Williams then went on to reference two recent projects the county had approved over the objections of the city. He suggested the county should pause a rezoning initiative near Interstate 95 and a 378-unit apartment project on U.S. Highway 278 in return for the city's support of the county moratorium.

"If we're going to support a moratorium, let's stop some of those things that the city has objected to before they get started," Williams said.

He directed city staff to draft a letter for presentation and discussion during the June 15 City Council meeting.

The Tickton Hall property resides within the Euhaw Broad River Planning Area, and annexation of that property by Ridgeland, even during the term of the moratorium, is still a possibility.

"County Council has no authority over the municipalities with regard to future annexation," Fulghum said.

What to expect ahead

So far, opposition to the moratorium has been almost nonexistent. In a news release, Danny Lucas, Jasper County's director of the Development Services Division, suggested that might be due to the fact that many developers are located out of state and may not aware of the initiative.

There were no comments made during the county's June 5 public hearing.

“I think the reason that we have not heard from (developers) is because of the legwork that was done by the citizens group to a great extent,” said Jasper County resident Milton Wood. “Also, the council members have done a great job of studying the issues, and they were all united, all five of them and the staff.”

A decision on when a final vote will take place has not yet been made public.

“The council has taken a proactive approach to this,” said Jasper County Council Chairman L. Martin Sauls IV during a May meeting. “We’re trying to do what’s right and set an example for others to follow.”

Reach Tony Kukulich at 843-709-8929

Jasper pushes for moratorium

In response to increasing development pressure, Jasper County officials recently approved the first reading of a nine-month long moratorium on development within the unincorporated areas of the Euhaw Broad River Planning Area, which is comprised of the Euhaw Cultural Heritage District and the Okeetee Club.

Andrew Fulghum

From: Willie Aiken
Sent: Monday, June 12, 2023 10:02 PM
To: Andrew Fulghum
Cc: Kimberly Burgess
Subject: Need to meet

I would like to meet ASAP. I notice a lot of lies that I want to address.

Willie P. Aiken III
County Coroner
Jasper County
P.O. Box 614
Ridgeland, SC 29936
(843)547-8296~ Office
(843)547-8299~ fax
waiken@jaspercountysc.gov

Andrew Fulghum

From: Willie Aiken
Sent: Tuesday, June 13, 2023 12:06 AM
To: Andrew Fulghum; Marty Sauls; Barbara Clark; John Kemp; Alvin Adkins
Subject: 6-12-2023 workshop

I had a chance to watch the meeting on tonight and I was shocked at how many lies were told from the councilwoman and Kim Burgess. Finance is investigating my office and don't know what there are looking for. Seems like Kim is feeding inaccurate information about bodies being transported to council.

Kim told councilman Kemp that I was invited back.....I WAS NEVER INVITED BACK, but I am requesting to be placed on the agenda to address ALL of the false allegations and present my own evidence of how I'm being targeted by administration and Some council members.

Also, I would like to request a copy of invoices from council for some of the vendors you use. I will have my list when we meet.

I look forward to a public meeting to clear EVERYTHING that was said. How many years do you all want me to pull receipts one year, ten years or forty? Double standards is all I endured since I've taken office, but I have been honest and Always had documentation to back what I say.....

Since day one the county never supported me, that's why it took three years to get an office!!! Everyone has to die, maybe you will

Die in Jasper and your family will have to deal with a part-time coroner's office then maybe you will see how ridiculous and part time coroner office is. No one mention labor law violations, but we will address all of that as well.

Willie P. Aiken III
County Coroner
Jasper County
P.O. Box 614
Ridgeland, SC 29936
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waiken@jaspercountysc.gov



JASPER COUNTY TRANSPORTATION COMMITTEE

**Mary Gordon Ellis Executive Bldg.
651 Grays Highway, Ridgeland, South Carolina 29936**

Meeting Chambers

June 12, 2023

Time: 3:00 PM

Meeting Agenda

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF THE MINUTES**
- V. PUBLIC COMMENTS**
- VI. NEW BUSINESS:**

ANDREW FULGHUM: PRESENTATION ON TURN LANE FROM HIGHWAY 462 TO KNOWLES ISLAND ROAD

ANDREW FULGHUM: DISCUSSION ON DISAPPROVAL OF GRANT REQUESTED BY THE COUNTY AND CITY

RUDY SMITH: REPORT ON COMPLAINT RECEIVED (TRASK PARKWAY) FROM SENATOR BRIGHT MATTHEW OFFICE

ELLEN DRAKE-HOWARD: JCTC RESPONSE TO (REQUEST FOR RECORDS - DELOSS POINT ROAD)

- VII. ADJOURN**



Giving a Hand Up, Not a Handout



We're Turning 50!! Join in the 2023 Business Challenge!!

Congratulations to all of our Local Businesses on your 2021/22 success. Mr. Nick Borreggine, local business owner of Shellring Ale Works and Fat Patties would like to throw the following Matching Challenge out there to y'all. He is taking the first step with a \$500 donation for all his fellow local businesses to match! Some folks like to say 'Pay It Forward' or 'Giving Back' to your community and at a minimum let's match him or better, with a tax-deductible donation to help fund the next leg of our permanent home at 1600 Ribaut Road. Mr. Borreggine sold us our lot at a significantly reduced price and for that we THANK HIM!

We're hoping to get a strong representation of matching donations from our Local Business Community, as well as other area Professions, so let's see if we can get a minimum of at least 500 of you to commit to this Matching Challenge.....*It'll get us to where we need to be...where OUR COMMUNITY and NEIGHBORS need us to be!*

Here at HELP of Beaufort, we have been working tirelessly through fundraising & events, and this is our 50th YEAR.....YES, THAT'S RIGHT, OUR 50TH YEAR serving our community! Phase 1 of our build has begun and it's going great. Twingi Productions Architectural Firm and Gasque Surveying have donated their time and resources to us for free, and our builder Brunson Construction is working on trying to get supplies donated to help keep costs down...they have all been working with us 100% to make this happen! The reason this letter is going out to you is we need to fund Phase 2 and final phase of the build. Seeing as how 25% of our clients come from Bluffton/Okatie/HH area, we wanted to include everyone in this challenge!

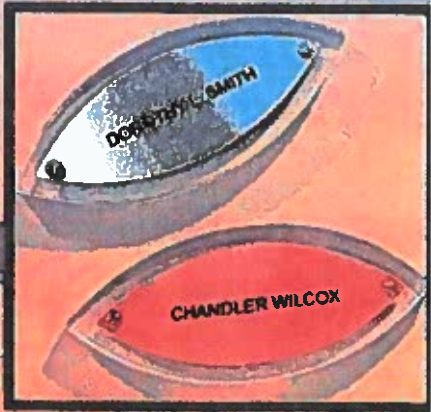
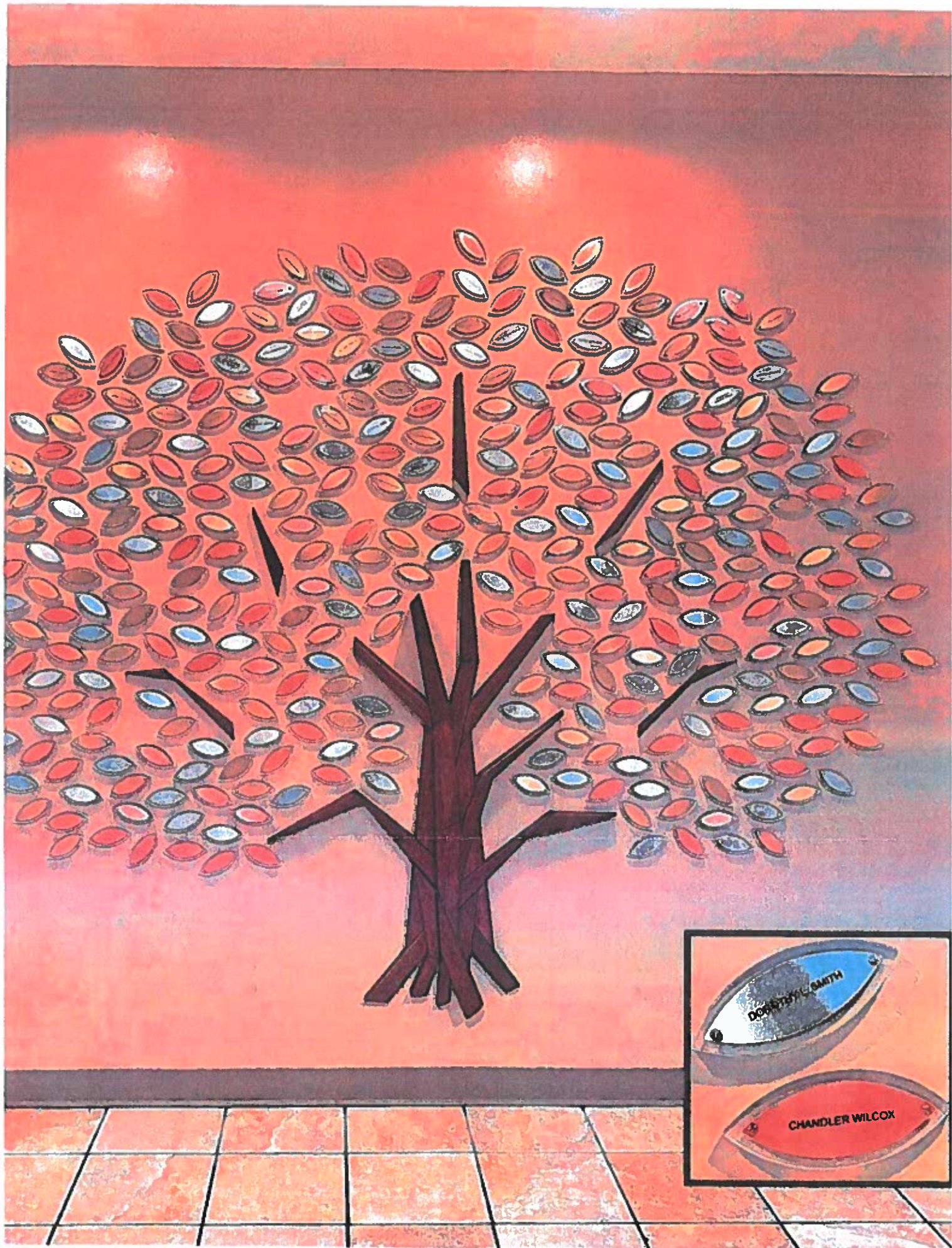
This is an in-house build and WILL NOT be financed through any lending entity, so that we may ensure the majority of all future donations go directly into serving the community, and not into a bankers pocket. Accomplishing this goal will also give us and our community a place they can count on being there for years to come.

We are asking you Please, be partners with Nick Borreggine & HELP of Beaufort, and meet his \$500 Matching Donation Challenge, so we can work together for our Neighbors and Seniors in need.

To honor your matching donation for this challenge, your Business Name will be placed on the donor plaque tree in the front lobby of our new building, in recognition to show our appreciation (a sample picture is enclosed). Donations can be mailed in with the SASE enclosed, or online at WWW.HELPOFBEAUFORT.ORG

THANK YOU FOR YOUR SUPPORT!

Lori Opozda, Executive Director HELP of Beaufort 843-524-1223/508-496-6828





We would like to take this opportunity to thank you for your hard work & diligence in the Ordinance & moratorium regarding the Euhaw Broad River planning area.

This is a positive step in responsible growth of Jasper County for future generations to come

Cathy + Arthur DeCouray