



A JOINT WORKSHOP WILL BE CONDUCTED WITH THE JASPER COUNTY COUNCIL AND THE AIRPORT COMMISSION.

Meeting Date: Wednesday, August 13, 2025, 6:00 PM.

Place: Council Chambers, Jasper County Clementa C. Pinckney
Government Bldg.
358 3rd Avenue Ridgeland, SC 29936

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JASPER COUNTY COUNCIL
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Wednesday, August 13, 2025
Agenda

6:00 PM

- **Call to Order by Chairman Kemp of the Jasper County Council**
- **Call to Order by Chairman Cleland of the Airport Commission**

Clerk's Report of Compliance with the Freedom of Information Act.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

- **Pledge to the Flag and Invocation**
- **Approval of the Agenda by the County Council**
- **Approval of the Agenda by the Airport Commission**
- **Airport Leases**
- **General Discussion**
- **Adjournment of the Workshop by the County Council**
- **Adjournment of the Workshop by the Airport Commission**

***Special Accommodations Available Upon Request to Individuals with Disabilities**, please contact the Jasper County ADA & Civil Rights Coordinator, **Tisha Williams** in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at **(843) 717-3690** or via email at jcadministrator@jaspercountysc.gov no later than 48 hours prior to the scheduled meeting*

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-47

RESOLUTION OF JASPER COUNTY COUNCIL

**ADOPTING AIRPORT LEASING POLICY PRINCIPLES AND DIRECTIVES TO
COUNTY STAFF TO INCORPORATE THE POLICY DIRECTIVES INTO
LEASE DOCUMENTS, APPROPRIATE ORDINANCES AND/OR
RESOLUTIONS REGARDING THE RIDGELAND CLAUDE DEAN AIRPORT,
AND MATTERS RELATED THERETO**

WHEREAS, Jasper County Council has previously adopted policies and approved documents to be used in the leasing of grounds used for hangar operations, most recently by Ordinance 2019-14, adopted June 18, 2019, Ordinance 19-22, adopted November 4, 2019, and Ordinance O-2023-02, adopted June 20, 2023, which included, among other things, terms and conditions for lease renewals and new leases and disposition of the hangar improvements at the end of the lease term; and

WHEREAS, since the adoption of those policies and documents, issues have arisen which include being formally directed by the Federal Aviation Administration (the “FAA”) to undertake a Corrective Action Plan to bring the Ridgeland Claude Dean Airport (the “Airport”) into compliance with the Grant Assurances agreed to by the County when it accepted federal funding, including asserting control of the airport premises and the areas being leased, and making the airport as self-sufficient financially as possible; and

WHEREAS, for more than a year, county staff has been assessing the status of leases for hangar spaces at the Airport, including their respective expiration dates, payment status, and whether the specific lease contained a variant of what is typically referred to as a “reverter” clause, by which the physical improvements comprising the hangar either become the property of the County at the end of the extended lease in exchange for the

lease being of a sufficiently lengthy term at reduced rental rates to allow for recovery by the hangar owner of the costs of installing the hangar improvements, or may be removed by the hangar owner within the time limits initially included in the lease; and.

WHEREAS, having completed a systematic analysis of the status of the hangar leases at the Airport, staff has provided a listing of the current hangar leases and their status to Council, and in conjunction with assistance from the FAA staff, including direct communications with FAA advisors, created a framework by which the existing hangars are grouped based on the existence or not of valid lease agreements and the type of reversion (or not) that is or was included in the particular lease for the hangar; and

WHEREAS, County Council with staff assistance has examined the appropriate factors identified by the FAA as useful in determining a self-sustaining rental structure for the Airport, and determined the rates for hangar rentals and ground leases should be modified; and

WHEREAS, County Council has examined and discussed the classification of leases at the Airport, the proposed terms and conditions for leasing each of the hangars within each category, and the rate structure contained in the attached Exhibit “A,” entitled “Categories of Leases at the Ridgeland Claude Dean Airport and Leasing Policies as to Each with Rental Rates July 2025,” and determined that it is in the best interests of Jasper County and its citizens to adopt these as policies of the County to be included in all replacement leases for expired or expiring leases at the Airport in order to bring the Airport into compliance with the FAA Grant Assurances and to operate the Airport in accordance with good business practices, including setting rental rates at a level better suited to make the Airport more self-sufficient;

NOW, THEREFORE, BE IT RESOLVED, adopting the foregoing premises as part of this Resolution, that the matters contained in the attached Exhibit A are adopted by

County Council as fundamental policies and principles by which leases of the ground and hangars themselves will be governed, and the hangar owners and tenants allowed to operate at the Airport, including the rate structures as contained therein; and

FURTHER RESOLVED, that the County Attorney is directed to cause the creation of such new lease templates as are necessary to incorporate these terms and conditions, and to amend such provisions of Ordinance 19-14, Ordinance 19-22, and Ordinance O-2023-02 as may be necessary to implement these policies and adopt the new lease templates, including amending the Aviation Leasing Policy with Reversionary Policy adopted by Ordinance O-2023-02; and

BE IT FURTHER RESOLVED the Council directs the County Administrator and County Attorney to undertake such legal actions as may be necessary for the County to take possession of those hangar properties that were installed on Airport property pursuant to leases providing the improvements were to be the property of the County if not removed by the tenant within the time allotted in the lease or by Exhibit A, in the event the tenant in possession fails to enter into a new hangar lease as provided in Exhibit “A”.

ADOPTED THIS THE ____ DAY OF _____, and effective immediately, by Jasper County Council duly assembled.

John A. Kemp, Chairman

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

**CATEGORIES OF LEASES AT THE RIDGELAND CLAUDE DEAN
AIRPORT
AND
LEASING POLICIES AS TO EACH WITH RENTAL RATES JULY 2025**

A. EXPIRED GROUND LEASES WITH A REVERSION TO THE COUNTY AT LEASE END

1. If you had a lease with a reversionary clause to the County and the lease expired prior to 2018 and has not been replaced by the County, the hangar owner will be allowed a sixty day period to enter into a new hangar rental as set forth below. The hangar improvements are confirmed to be the property of the County in accordance with the terms of the expired lease, unless, at the County's option, it requests removal at the tenant's expense because of environmental or other considerations as set forth in G.1 below.
2. The current hangar tenant will be offered a one-year hangar rental, renewable four times at tenant's request for a period totaling five years at the airport self-sustaining rate as defined below, subject to annual CPI adjustment each year and a re-setting of the self-sustaining rate after three years. The lease terms will include, as set forth below, provisions regarding general maintenance of the improvements, insurance requirements, and ownership disclosures.
3. At the end of the fourth renewal term, the tenant may request another annual renewal at then current airport self-sustaining rates, provided, however, the request is subject to there not being a waiting list for hangar space. It is the County's option to lease it on a year to year basis to former tenant at then current self-sustaining rates, or lease it to other parties who are on a waiting list.
4. The ability to extend the rental beyond the first term, as well as avoiding termination of the lease during either the initial or extended term, is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the lease, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.
5. There will be no assignment or subletting of the rental agreement.
6. Rentals will be as-is in their present condition. Any repairs are at the option of the tenant, with no obligation for repairs or maintenance on the County. The rental may be terminated without penalty should the premises become unsuitable for its intended use.

7. County hangar rental agreement templates and rental rates will be approved by County Council

B. EXPIRED GROUND LEASES WITHOUT A REVERSION TO THE COUNTY AT LEASE END

1. If there is a prior lease without a reversion clause to the County, and it expired prior to 2018 and has not been replaced by the County, the hangar owner will be allowed a sixty day period to remove the hangar improvements, with the alternative to enter into a new one-year ground lease with up to 4 annual renewals without a reversionary clause to the County subject to compliance with the terms and conditions of A.2 and A.4 above, allowing for a 60 day period to remove the improvements at the end of the additional lease terms.
2. If not removed initially or at lease end, the improvements become, at the County's option, property of the County. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. If the improvements are accepted by the County, it is the County's option to rent the hangar on a year to year basis through a hangar rental agreement to former tenant at then current self-sustaining rates, or rent it to other parties who are on a the current hangar rental waiting list.
3. The lease rate for the new or extended lease is to be the "airport self-sustaining rate (defined below), subject to annual CPI adjustment each year and a re-setting of the self-sustaining rate every third year. The lease terms will include, as set forth below, provisions regarding maintenance of the improvements at tenant's expense and leasehold, insurances, and ownership disclosures.
4. The ability to extend the lease beyond the first term, as well as avoiding termination of the lease during either the initial or extended term, is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the lease, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.
5. There will be no assignment or subletting of the Lease for a period extending beyond the end of the lease term; lease will terminate if assigned or sublet without authorization from County.
6. If you believe there are circumstances that justify a longer term, you may apply for a variance but need to provide justification that Council may or may not accept.
 - One may request a longer term if there were recent improvements that have not been amortized.

- Another basis for a longer term is the desire to make substantial improvements.
7. In any case, leases as extended by A.6 will terminate no later than ten years from 2025.

C. GROUND LEASES WITH A REVERSION TO THE COUNTY AT LEASE END RENEWED FROM 2018 TO 2021

1. If you had a prior lease with a 60 day removal clause that was replaced by the County using the prior set of leases in effect 2018 to 2021 that included an automatic reversionary clause to the County, you can request a replacement lease without the reversionary clause to the County in exchange for a shortening of the lease with term and rates consistent with the rates and terms of A .4 through A.7 above, allowing the choice to remove or offer to the County at the end of that period. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. In either case, no assignments or subletting will be approved beyond ten years from year 1 of the lease.

D. GROUND LEASES WITHOUT A REVERSION TO THE COUNTY AT LEASE END RENEWEDFROM 2018 TO 2021

1. If you had a prior lease without any reversionary clause to the County that was replaced by the County using the 2018 to 2021 set of leases that included a reversionary clause to the County, you can request the lease be replaced by a lease without a reversionary clause to the County for a term for the lesser of ten years or what remains on the lease with term and rates set in the existing lease, subject to annual CPI adjustment with other terms to be consistent with the rates and terms of A .4 through A.7 above, allowing the choice to remove or offer to the County at the end of that period. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. In either case, no assignments or subletting will be approved beyond ten years from year 1 of the lease.

E. OCCUPIERS WITHOUT ANY LEASE

1. if you do not have a lease, and the prior lease expired more than five years ago or there was no prior lease, the hangar improvements are confirmed to be the property of the County unless, at the County's option, it requests removal at the current tenant's/occupant's

expense because of environmental or other considerations as set forth in G.1 below. You may request a year to year hangar rental agreement calculated at the “airport self-sustaining” rate from the County as defined below. Rental of the hangar is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the agreement, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.

F. ASSIGNMENTS AND SUBLETTING OF EXISTING LEASES

1. Existing ground leases that have a term longer than ten years (including extensions) may continue in force so long as the original lessee owns the hangar and is the lessee. Authorization for assignments and subletting will be limited to a term that does not extend beyond ten years from year 1 of the lease to be contained in a replacement lease substituting lessees and containing then current lease terms.

2. IMPORTANT GENERAL TERMS OF ALL LEASES

1. All ground leases will require the premises and hangar be kept in good and serviceable condition, weather tight and leak free, and if the hangars are eligible for removal, or required by the County to be removed, such will be done in such a manner as to surrender the property free of waste and debris and environmental issues, with the removal to be completed prior to termination or expiration of the lease, leaving the pad in place if requested by the County. If the hangar improvements are being transferred to the County, the property will be surrendered 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.
2. All hangar rentals will be as-is in their present condition. Any repairs are at the option of the tenant, with no obligation for repairs or maintenance on the County. The rental may be terminated without penalty should the premises become unsuitable for its intended use.
3. There will not be ground lease assignments or subletting available for terms lasting more than 10 years from year 1 of any of the ground leases. Unauthorized assignments or subletting will result in termination of the lease. Assignments and subleases are at the County’s sole discretion, and are subject to the assignee or sublessee meeting financial responsibility requirements to the County’s satisfaction.
8. All leases will contain general terms addressing insurance, subrogation, compliance with FAA assurances and requirements, responsibilities during hurricanes and other disasters,

disclosure of principals of companies, partnerships and corporations (collectively companies), and personal guarantees of company obligations. County hangar rental agreement templates and rental rates will be approved by County Council.

3. **AIRPORT HANGAR RENTAL RATES**

County Council will determine the rental rates for hangars, 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. 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. There are two general rate classifications; one for ground leases where the hangar improvements are still the property of the tenant, and the other for hangars that are the property of the County.

- a. **AIRPORT SELF-SUSTAINING RATE FOR HANGAR RENTALS.** Hangar is property of the County)

County Council has, with staff assistance, completed a survey of the size, condition and type of existing hangar structures. Based upon costs of maintenance and operations at the Airport, and a comparative survey of rental rates of county-owned hangars at other airports in reasonable commercial proximity to the Airport, it was determined that the rate should be based upon a square footage rental.

Fiscal Year 2026 is \$0.40 per square foot per month (\$4.80 annually), payable on a quarterly basis in advance with a security deposit equal to one quarter's rental.

(e.g., a 1460 sq. ft. hangar would have a monthly rental of \$584.00 (annual rental of \$7,008.00) with a security deposit of \$1,752.00.

- b. **AIRPORT SELF-SUSTAINING RATE FOR HANGAR GROUND LEASES** (Hangar still the Property of Tenant)

Council, with staff assistance, has determined the appropriate rate to make the Airport as self-sufficient as possible. The rate is likewise based on a square footage basis.

Fiscal Year 2026 is \$0.135 per square foot per month (\$1.62 per square foot per annum), payable on a quarterly basis in advance with a security deposit equal to one quarter's rental.

(e.g., a 1460 sq. ft. hangar would have a monthly rental of \$197.10 (annual rental of \$2,365.20) with a security deposit of \$591.30.

David Tedder

From: Clark, Keturah A (FAA) <Keturah.A.Clark@faa.gov>
Sent: Wednesday, July 2, 2025 3:25 PM
To: David Tedder; Andrew Fulghum
Cc: Cody, Kyle (FAA); Green, Krishina J (FAA)
Subject: 14 CFR Part 13 Corrective Action Plan (CAP) Update

Hello Mr. Fulghum and Mr. Tedder,

Thank you both very much for the meeting today to update the FAA Office of Airports on your CAP progress. My understanding is that the County meeting this morning resulted in approving Mr. Tedder to start update of local airport leases and start negotiations with airport tenants without leases in order to ensure compliance with FAA policies and grant assurance requirements. I understand that the County has also concurred with implementing the very important self-sustaining rate structure for these new/updated agreements and has also approved of certain protective lease terms, clauses, and restrictions to be included in the agreements. It is also my understanding that any airport users unwilling to comply with federal law and the related local policy updates to leasing requirements could face eviction by the County. Lastly, I understand the necessary local ordinances to reflect these updates to the local airport leasing program may be approved in either the upcoming July or August County meeting.

This is great news! Thank you for these updates ahead of the next County meeting on these matters, which is scheduled for July 21, 2025. It appears the County is making sufficient progress regarding the CAP and is on track to resolve the few lingering airport compliance issues within a reasonable amount of time. As stated earlier, it has been an absolute pleasure working with you both and other County leaders on these issues, and I sincerely appreciate your continued dedication to resolving these matters.

Please provide the updated agreement templates and any County-approved ordinances, policy documents, or resolutions related to these matters as they become available. This will assist FAA with closeout of the CAP. Once I have determined that the CAP efforts are sufficient and complete, FAA will provide a letter to the County stating so.

Thank You,

-Keturah

Keturah Clark
Lead Regional Airports Compliance Specialist
Safety and Standards Branch
FAA Office of Airports, Southern Region

P.S. Congratulations Mr. Tedder on your pending retirement! Very well deserved, and we will miss working with you.



Wanda Simmons

From: Richard Dean <richarddean102@gmail.com>
Sent: Tuesday, August 5, 2025 8:50 AM
To: Wanda Simmons
Subject: Fwd: Request for FAA Clarification on Airport Lease Compliance
Attachments: 3J1 Ridgeland - Various Noncompliant Operational Practices Allegations - Part 13
Review Report - 7.5.23.pdf

Here's the email exchange with the FAA I spoke on the phone with you about last week. Can you include this in the epacket for the 8/13 workshop with Council?

Many thanks,
Richard
704-572-2902

----- Forwarded message -----

From: Clark, Keturah A (FAA) <Keturah.A.Clark@faa.gov>
Date: Fri, Aug 1, 2025 at 9:09 AM
Subject: RE: Request for FAA Clarification on Airport Lease Compliance
To: Richard Dean <richarddean102@gmail.com>
Cc: Cody, Kyle (FAA) <Kyle.Cody@faa.gov>, Green, Krishina J (FAA) <Krishina.J.Green@faa.gov>, Price, Michael B (FAA) <Michael.B.Price@faa.gov>, Avery Cleland <acleland@clelandsiteprep.com>, baylor ocain <baylorocain@gmail.com>, James Williams <jgwilliams@thebjeoc.org>, Dennis Averkin <daverkin@ridgelandsc.gov>, Andrew Fulghum <afulghum@jaspercountysc.gov>, John Kemp <jkemp@jaspercountysc.gov>, Joey Rowell <jrowell@jaspercountysc.gov>, Chris Vangeison <chris@vangeisonconstruction.com>, Joseph Arzillo <Joseph.arzillo@yahoo.com>, Rivera-Davis, Melissa Y (FAA) <Melissa.Y.Rivera-Davis@faa.gov>, Fletcher, Marion D (FAA) <Marion.D.Fletcher@faa.gov>

Good Morning Mr. Dean,

I hope this message finds you well. Thank You for sharing your concerns and for your questions. Please consider the information listed below.

1. It was not possible for FAA to review the local land/facility leases, that were without a written agreement, to help ensure compliance with FAA Grant Assurances. Note, *FAA's Frequently Asked Questions & Answers On FAA Policy on Use of Hangars at Obligated Airports* states, "To ensure appropriate use of hangars, an airport sponsor should: ...manage the use of hangars through an airport leasing program that requires written lease agreement or permit..." This policy can be reviewed @ [Frequently Asked Questions & Answers On FAA Policy on Use of Hangars at Obligated Airports | Federal Aviation Administration](#). This policy exists because it is very difficult for the local airport sponsor to control (or FAA to understand) local agreements that are not in writing.

2. Both written airport leases and nonverbal agreements are subject to local contracting requirements and laws. Further, FAA is not a party to local airport agreements, permits, or contracts and therefore does not dictate their content; as such, FAA is not a party to local lawsuits or disputes regarding agreements between airport sponsors and tenants/sub-tenants/assignees. This was communicated in the attached.
3. Ground lessees building airport hangars on obligated airport land should be offered a long-term lease, as per FAA Grant Assurance 38, *Hangar Construction*. Long-term is not defined in the grant assurance, but the lease term should be sufficient to allow the builder to amortize its investment. This office has informed the airport owner of this requirement. However, FAA Grant Assurance 38 does not preclude the airport sponsor from addressing tenant noncompliance with local agreements, local rules/regulations, or local laws that are not in conflict with federal law.
4. Reversion to airport of the residual value of a ground lease hangar improvement or removal of the structures at the expense of the builder are both possible methods to help prevent an airport land encumbrance after a reasonable lease agreement term ends. The airport sponsor may also propose other methods that may be reasonable under the local circumstances. Note, airport land encumbrances are addressed in FAA Grant Assurance 5, *Preserving Rights and Powers*. Subject to 49 U.S.C. 47107(a)(16) and (x), an airport sponsor may not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in its obligated airport property. The airport's "Exhibit A" property map depicts land subject to FAA grant agreement obligations.
5. As a result of an anonymous 14 CFR Part 13 Complaint about encumbrances on airport land that impact the airport's rights and powers to control its land and on-airport activities, the airport sponsor submitted a voluntary Corrective Action Plan that it believed would address certain airport noncompliance concerns related to airport hangars. This office did not object to the proposed plan but also did not approve or disapprove of such plans because FAA is not a party to decisions made by local airport owners. FAA Office of Airports, Southern Region provides review of informal airport noncompliance complaints and provides education about FAA Grant Assurances but does not direct or dictate actions that an airport sponsor must take to remedy specific noncompliance concerns. Note, this office requests Corrective Action Plans and does not require them because the airport sponsor is in control of its own airport operations and land; see the attached complaint report and note that the requests made therein were not demands. Regardless, if you believe this office has erred in its informal complaint review process, you may be able seek assistance in an appropriate forum.
6. In your email message you referenced Change 1 of the FAA Airports Compliance Program Manual, FAA Order 5190.6b. Please note, the current version of the manual is "Change 3." That updated version of the policy manual can be reviewed @ [FAA Airport Compliance Manual - Order 5190.6B - Change 3 - Airports | Federal Aviation Administration](#).
7. Please be aware that FAA supports airports setting self-sustaining rates for public service aeronautical users and operators, to help ensure compliance with FAA Grant Assurance 24, *Fee and Rental Structure*. Self-sustaining rates for tenants offering aeronautical services should be adjusted, commensurate with the Consumer Price Index (CPI), as per FAA Order 5190.6b, Section 9.5(e) on page 9-4. Also, note, FAA Order 5190.6b, Section 17.9 on page 17-2, states the following:

*...charges for aeronautical use of the airport must be reasonable. This reasonableness requirement takes precedence over the requirement for a self-sustaining rate structure with respect to aeronautical users. Accordingly, the FAA does not consider the self-sustaining requirement to require the sponsor to charge fair market value rates to aeronautical users. For aeronautical users, the FAA considers charges that reflect the cost of the services or facilities to satisfy the self-sustaining requirement... fees for the use of the airfield generally may not exceed the airport's capital and operating costs of providing the airfield...**Aeronautical fees for landside or non-movement area airfield facilities (e.g., hangars and aviation offices) may be at a fair market rate, but are not required to be higher than a level that reflects the cost of services and facilities. In other words, those charges can be somewhere between cost and fair market value. In part, this is***

because hangars and aviation offices are exclusively used by the leaseholders while airfield facilities are used in common by all aeronautical users...

I hope this information helps answer your questions.

Respectfully,

-Keturah

Keturah A. Clark

Lead Regional Airports Compliance Specialist

FAA Office of Airports, Southern Region

Safety and Standards Branch



**We are
Airports**



 Studies show trees live longer when they're not cut down.
Please do not print this email unless you really need to.

From: Richard Dean <richarddean102@gmail.com>

Sent: Wednesday, July 30, 2025 11:47 AM

To: Clark, Keturah A (FAA) <Keturah.A.Clark@faa.gov>

Cc: Cody, Kyle (FAA) <Kyle.Cody@faa.gov>; Green, Krishina J (FAA) <Krishina.J.Green@faa.gov>; Price, Michael B (FAA) <Michael.B.Price@faa.gov>; Avery Cleland <acleland@clelandsiteprep.com>; baylor ocain <baylorocain@gmail.com>; James Williams <jgwilliams@thebjeoc.org>; Dennis Averkin <daverkin@ridgelandsc.gov>; Andrew Fulghum <afulghum@jaspercountysc.gov>; John Kemp <jkemp@jaspercountysc.gov>; Joey Rowell <jrowell@jaspercountysc.gov>; Chris Vangeison <chris@vangeisonconstruction.com>; Joseph Arzillo <Joseph.arzillo@yahoo.com>

Subject: Request for FAA Clarification on Airport Lease Compliance

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Keturah A. Clark

Lead Regional Airports Compliance Specialist

Safety and Standards Branch FAA Office of Airports, Southern Region

Ms. Clark,

I'm writing as a member of the Jasper County Airport Commission and a hangar owner at the Ridgeland Claude Dean Airport. I'm also the former airport manager (2016 – 2020) and I'm well read into much of the correspondence between you and Jasper County as well as with the late Steve Schmidt of the Ridgeland Aviation Community Association.

We've spoken by video call in April along with Andy Fulghum, David Tedder, and councilmen Rowell and Arzillo regarding grant assurances.

The purpose of my letter is to help Jasper County, and the airport hangar owners reach a mutually beneficial solution to the terrible riff created by the County's egregious plan to confiscate private hangars without just compensation, include reversion clauses for existing hangars and increase lease rates by 3200%! All of which, the County says they must do to be compliant with FAA Grant Assurances.

The County's proposed resolution R-2025-47, the contents of which you addressed in your July 2, 2025 email to Andrew Fulghum and David Tedder, was not brought before the Jasper County Airport Commission. The Airport Commission discovered it on the July 21, 2025 County Council agenda where it was buried among 500 other pages of tedious agenda attachments, apparently in hopes the Airport Commission would not discover it and the County Council would not have time to read it before being asked to adopt it. Thankfully, County Council tabled this agenda item until they can meet with the Airport Commission. (Resolution R-2025-47 and my letter to County Council are attached).

I do not believe reversion clauses to be inherently unfair when applied to the building of a new hangar. If the private investor knows from the start that the airport may take ownership of the hangar after 30 or more years, the investor has a chance to make an informed decision and plan to amortize their investment over that period. But changing forty years of practice with existing hangar owners does not allow for such amortization and the opportunity to recover their investment, particularly for the many such owners who have purchased or built hangars within the last ten years. The latter is bad practice and truly unreasonable in the eyes of honest individuals.

The former Jasper County Aeronautics commission ran a virtually self-sustaining airport for more than 50 years with the County's only financial support being \$3,000 a year in subsidy and paying the electric bill for the runway lights and three small airport buildings. During these five decades, private individuals

leased lots and constructed 42 hangars. These hangars are maintained and insured by the owners. Not a dime of public money went into their construction, and none goes toward their maintenance. And they certainly are not an encumbrance on the airport as they cost the airport nothing while generating revenue through ground lease payments (when accepted) and through property taxes. And some of these hangar owners helped fund the paving of parts of the legacy ramp and taxiways that are still open to all aviators.

In 2018, Jasper County took over managing the airport and subsequently dissolved the Aeronautics Commission. Since then, the operating budget has increased 16 times over and now, instead of getting control of unnecessary costs, they expect the hangar owners to carry much of the burden of that unwarranted spending, none of which was actually requested by the hangar owners.

In 2016, we were the busiest (by runway length) general aviation airport in South Carolina, and we had a long waiting list of individuals wanting to build hangars. Today, there is no waiting list, no hangars have been built since 2018, and an RFP issued by the County in February 2024, seeking private hangar development garnered no proposals. It is clear that the aviation community no longer wants to do business with Jasper County and its airport.

It is a fact that some of these hangar owners do not have a current lease. Some leases expired while the County ignored requests for renewal and failed to process the checks sent to them. One owner received a letter from recently dismissed airport manager Danny Lucas dated 20 November 2020, promising a 20-year lease for the new buyer. The new buyer paid \$85,000 for the hangar and the County refused to honor that letter. The resulting lawsuit continues now for more than two years at a cost of tens of thousands of taxpayer dollars. Others have valid leases, created by Tedder and signed by Fulghum in 2020, that do not expire until 2040, yet the County refuses to process the annual lease payments from these leaseholders.

In the meantime, lease or not, these hangar owners get a property tax bill from the County, and the hangar owners dutifully pay their taxes. That is clearly an acknowledgement by the County that these taxpayers are the true owners of these hangars and represent a de facto contract between them and Jasper County. I can send you copies of these executed leases and tax payments if needed.

The hangar owners are fully prepared to take legal action against the County should it perpetrate these unwarranted and almost certainly unconstitutional actions. The plaintiffs will likely secure a cease-and-desist order, which will stop related lease revenue and cost the County tens (if not hundreds) of thousands of dollars in legal fees further dragging the issue out for years to come. Some hangar owners are considering removing their structures. The remaining empty concrete slabs will not improve airport cash flow but will significantly impede progress toward obligated self-sustainability.

The County has submitted to the FAA a recent study calling for an extension of the current runway. The hangar owners are not part of this likely \$30M request for a taxpayer funded extension. In fact, the Airport Commission and local pilots were not even aware that a survey seeking input and letters of support for the runway extension were being circulated in the aviation community far beyond Ridgeland. We only learned of the survey when one of those out of state aviators receiving the survey forwarded it to a local

aviator. The extension, should it be funded, will increase operating costs and the county will likely try to recover some through lease increases.

Another maddening aspect of this conflict is that Mr. Fulghum, Mr. Lucas and at least two sitting Councilmen have stated that they do not want ownership of the existing hangars and acknowledge the County in fact does a very poor job of maintaining its own buildings. (Jasper County has closed two of its fire stations in the past decade due to lack of maintenance!)

With the above realities in mind, the very clear 2006 FAA Part 16 case (16-05-19 *Clarke v. City of Alamogordo, NM*) appears remarkably similar to circumstances in Ridgeland. In *Clark v. Alamogordo*, the Director of the Office of Airport Safety and Standards, David L. Bennett concluded, and I quote:

1. Respondent's failure to invoke the reverter provisions in its aeronautical leases does not constitute a violation of the Grant Assurance 5, *Preserving Rights and Powers*.
2. Respondent's failure to uniformly include and enforce 'reverter' provisions in its aeronautical leases does not constitute a violation of Grant Assurance 22, *Economic Nondiscrimination*, since Respondent never enforced reverter provisions on any of its aeronautical leaseholders.
3. Respondent's failure to invoke 'reverter' provisions and charge fair market value rent for reverted aeronautical leasehold improvements is not a violation of Grant Assurance 24, *Fee and Rental Structure*. Respondent may charge below fair market value rent to aeronautical leaseholds and still be compliant with its obligations to maintain a fee and rental structure that will make the airport as self-sustaining as possible.
4. Respondent's failure to invoke 'reverter' provisions in its aeronautical leases does not constitute a prohibited use of airport revenue or revenue diversion, and does not violate Grant Assurance 24, *Airport Revenue*. (end quote).

In Ridgeland, as in Alamogordo, many of the leases here did not have reversion provisions and for those that did, they were never enforced.

Additionally, FAA guidance detailed in Chapter 12 of 5190.6B Change 1, states that "ground leases of 30 to 35 years are sufficient to retire a tenant's initial financing...." but does not differentiate between a lease for new hangar construction and that of a lease for a recently purchased existing hangar or an existing hangar whose previous or current lease has no reversion provision.

So, please, if you will, help me understand (1) why Jasper County is being advised that they must confiscate over \$4 million in privately owned assets (that they do not want and have proven they cannot maintain) and include and enforce reversion provisions to be compliant with the Grant Assurances when that is clearly contrary to Director Bennett's 2006 ruling on just such issues? And (2), why can Jasper County not offer long term (20 or more years) leases to existing hangar owners to allow them to fully

recover their investment if the County is forced to change a forty year practice and precedent that either did not include reversionary provisions or did not enforce the reversion provisions in current leases?

I look forward to your reply with hopes we can get Ridgeland Claude Dean Airport back on a path to success, meet federal obligations, and keep Jasper County out of court (again).

Best regards,

Richard L. Dean, Vice Chairman

Jasper County Airport Commission

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