

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.beaufortcountysc.gov

STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
EXECUTIVE COMMITTEE
Monday, August 12, 2019
3:00 p.m.

(or immediately following the Finance Committee Meeting)
Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:
Stu Rodman, Chairman
Brian Flewelling, Vice Chairman
Alice Howard
Lawrence McElynn
Joseph Passiment
Paul Sommerville

1. **CALL TO ORDER – 3:00 p.m.**

2. **PLEDGE OF ALLEGIANCE**

[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF MINUTES**

A. May 13, 2019 ([backup](#))

5. **CITIZEN COMMENTS** (*Comments regarding agenda items only.*)

6. **UPDATE / Airport Hangar Use Agreement** – *Jon Rembold, Airports Director* ([backup](#))

7. **EXECUTIVE SESSION**

- A. Receipt of legal advice regarding creation of committees of Council, appointments to committees of Council and adoption of County Council Rules and Procedures
- B. Receipt of legal advice regarding miscellaneous pending litigation
- C. Receipt of legal advice regarding potential litigation (delinquent storm water fees)



- 8. MATTERS ARISING OUT OF EXECUTIVE SESSION**
- 9. DISCUSSION / Committee of the Vice Chairs**
- 10. ADJOURNMENT**



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of Executive Committee Meeting Minutes

Council Committee:

Executive Committee

Meeting Date:

August 12, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of meeting minutes from May 13, 2019

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**MINUTES
EXECUTIVE COMMITTEE**

May 13, 2019

Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

ATTENDANCE

Present: Chairman Stewart Rodman, Vice Chairman Brian Flewelling, Paul Sommerville, Alice Howard and Larry McElynn

Not Present: Joseph Passiment

Ex-officio: Michael Covert, Gerald Dawson, Mark Lawson and York Glover (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Staff: Eric Greenway, Community Development; Matt Watts, Deputy Director Parks & Leisure; Phil Foot, Assistant Administrator; Thomas Keaveny II, County Attorney; Dave Thomas, Purchasing Director; Alicia Holland, Assistant County Administrator, Finance; Shannon Loper, Parks and Recreation Director; Jim Beckert, County Auditor and Ashley M. Jacobs, County Administrator

Media: Joe Croley, Lowcountry Inside Track

CALL TO ORDER

Councilman Rodman called the meeting to order at 3:59 p.m.

APPROVAL OF AGENDA

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Committee approve the agenda. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilman McElynn, Councilwoman Howard, Councilman Covert, Councilman Glover, Councilman Lawson, Councilman Sommerville and Councilman Dawson. The motion passed.

APPROVAL OF MINUTES

1. March 11, 2019
2. March 25, 2019

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn that Committee approve the March 11th and March 25th meeting minutes. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman McElynn, Councilwoman Howard,

Councilman Dawson, Councilman Covert, Councilman Glover, Councilman Lawson and Councilman Flewelling. The motion passed.

CITIZEN COMMENTS

There were no comments.

ACTION ITEMS

Item: Discussion / A resolution declaring Beaufort County, South Carolina a Gun Sanctuary County – Councilman Covert

Discussion: Councilman Covert asked for unanimous consent declaring Beaufort County a gun sanctuary county. This resolution is in support of hundreds of counties across the United States that are ratifying similar resolutions. This type of resolution is not about guns, this is about our rights as Americans and our Constituents and we will not spend money on infringing upon the rights of our citizens.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that committee approve a resolution declaring Beaufort County a Gun Sanctuary County.

Councilman Rodman opened the motion up for discussion.

Councilwoman Howard stated she was unsure why the resolution is needed and unclear of its purpose. Why have a resolution declaring something that is already a constitutional right.

Councilman Flewelling stated it is important for Beaufort County to pledge to not use our resources to diminishing that right in any way.

Councilman Dawson stated he thinks the resolution is unnecessary and doesn't see the need for Beaufort County be declared as a gun sanctuary.

Councilman McElynn stated the resolution is superfluous and unnecessary.

Councilman Glover stated he would like to see a resolution protecting the fourth amendment freedom of the press and does not agree with the resolution proposed.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert that Committee approve a resolution declaring Beaufort County a Gun Sanctuary County. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilman Lawson and Councilman Covert. NAYS – Councilman Glover, Councilman Dawson, Councilman McElynn and Councilwoman Howard. Councilman Sommerville did not vote. The motion failed.

Item: Discussion / Change the scope to the Impact Fee Study – Eric Greenway, Community Development Director

Discussion: Councilman Flewelling stated there were 11 members of Council at the Finance Committee Meeting.

Mr. Greenway stated at the retreat there was a scope change to add Public Safety / EMS and Solid Wastes to the Impact Fee. The Impact Fee Study team internally met and decided to change the scope to the committee to include the study of Solid Waste and Public Safety / EMS in the study, an additional \$31,600. Since this is greater than 10% of the current contract, committee needs to authorize Mr. Thomas to enter into the contract negotiations with the consultant to formalize that scope change.

Motion: It was moved by Councilman Flewelling, seconded by Councilwoman Howard that Council approve the change of scope for an additional \$31,600 to the Impact Fee Study/Update in order to add the study of Solid Waste and Public Safety / EMS to the existing contract. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilman Lawson, Councilman Covert, Councilman Glover, Councilman Dawson, Councilman McElynn, Councilwoman Howard and Councilman Sommerville. The motion passed.

Recommendation: Approve the change of scope for an additional \$31,600 to the Impact Fee Study/Update in order to add the study of Solid Waste and Public Safety / EMS to the existing contract.

Item: Discussion / Contract Awards: Bluffton Township Fire District Station 38 and Emergency Operations Center Project – Dave Thomas, Purchasing Director

Discussion: Councilman Rodman stated the proposal that came forward at the Finance Work Session was to proceed with a firehouse and they go forward, there's an Emergency Operations Center that would logically go there at some point in time. Discussion occurred as to whether to bring that forward at this point in time.

Mr. Thomas received four responses for the Ops Center and fire station 38 and they bid it out basically 3 ways: build the fire station by itself, build the fire station and Ops Center at separate times throughout the year and build both buildings at the same time, which was the most cost effective. At the time it was brought forward, it was unsure if there was enough money to do that and it was recommended to go ahead with just the fire station only. Now we have some additional money available in Impact Fees and want to recommend moving forward to building both buildings at the same time, \$108,567 less than if they were built separately and \$840,000 less if they left off the Ops Center entirely.

Councilman Rodman stated we would be down to a motion to proceed with both at the same time.

Mr. Thomas stated it would be in the best interest for the County for saving money to move forward with building both at the same time.

Councilman Rodman stated at the Finance Meeting the District has \$3 million available, this total will be \$3.5 million. From the District, Impact Fees are coming in at a good rate that might be able to cover it totally, they might need to borrow a small amount for a short period of time from us which has been done for other Fire Districts.

Mr. Thomas stated that it takes 12-18 months to build so spreading out that payment would be fine but would change the bidding from Akins to Fraser which is a local vendor.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn for Alternate 1 Bid be awarded to Fraser Construction Co. in the amount of \$3,497,289.00.

County Attorney Keaveny asked if there was a contingency built in.

Mr. Thomas answered there is a 10% contingency built in.

Amended Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn for Alternate 1 Bid be awarded to Fraser Construction Co. in the amount of \$3,497,289.00, plus a 10% contingency on top.

Bluffton Fire Chief John Thompson, Jr. stated Fire Station 38 will house an engine company, has enough sleeping quarters so if EMS needed to put a unit in. On the same site, there is an Operations Center where if there is a major event, they can use the southern side of the County to run operations out of there. Also included in this building are the radio towers that would suffice if there was a hurricane, we have an 80 foot tower rated Category 5 hurricane to stay running and the operations side is hardened to Category 5 which is part of the cost. That building will also serve a strike force that can be left there if needed to evacuate. It takes about 14 hours now to set up our classroom, if we were to have a catastrophe such as a plane crash or a tornado go through a neighborhood, we don't have 14 hours to set up and be operating so this would give a great capability that we don't currently have.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn for Alternate 1 Bid be awarded to Fraser Construction Co. in the amount of \$3,497,289.00, plus a 10% contingency on top. The vote: YAYS – Councilman Rodman, Councilman Flewelling, Councilman Lawson, Councilman Covert, Councilman Glover, Councilman Dawson, Councilman McElynn, Councilwoman Howard and Councilman Sommerville. The motion passed.

Item: Discussion / Lind Brown Pool renovation Project – Dave Thomas, Purchasing Director

Discussion: Mr. Thomas stated that they received 4 responses for the bid. They went with the 2nd lowest responsive bidder for \$79,899. They are a local firm, self-performing. The firm they thought was the lowest, was not responsive and added some additional verbiage where if they found issues in the plaster, they would add most of the cost to it, so they rejected them. They are recommending Anderson Pool Plastering, Inc.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn that Committee approve the contract award of \$79,899 with Anderson Pool Plastering, Inc., to provide the renovation services for the Lind Brown Pool.

Councilman Flewelling stated this is the original contracted contractor for the Lind Brown Pool.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn that Committee approve the contract award of \$79,899 with Anderson Pool Plastering, Inc., to provide the renovation services for the Lind Brown Pool. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman McElynn, Councilwoman Howard, Councilman Dawson, Councilman Covert, Councilman Glover, Councilman Lawson and Councilman Flewelling. The motion passed.

Item: Discussion / FY 2019 County Budget Amendment – Alicia Holland, Assistant County Administrator, Finance

Discussion: Ms. Holland stated this item has been before Finance Committee and before a workshop on April 17th. Ms. Holland gave a powerpoint presentation showing the FY 2019 County Budget Amendment and stated there are 3 parts to this FY 2019 Amendment. It is not supplemental appropriation; it is strictly an amendment, a reallocation of certain line items. Included in this packet is the draft ordinance laying out we are amending the 2 ordinances 2018/20 & 2018/24 that originally adopted the FY 2019 Budget Ordinance. This is strictly for transfers between departments and allocation of the Compensation Plan. The County budgets for that in one lump sum amount and then after the merit increases occur, allocation that out accordingly according to employee services.

Councilman Rodman asked what this does for you financially.

Ms. Holland stated whenever we prepare the C.A.F.R. at the end of the year and the original ordinance says this department has this amount and the C.A.F.R. has a revised budget with a different amount. We want to make sure we have an amendment to the original Budget Ordinance with an equal action ordinance so we compile what we say we do whenever we amend the budget.

Jim Beckert stated as it relates to the Budget Amendment 2018/20 items for TCL, USCB, Indigent Care, Comprehensive Health and Economic Development, when that ordinance was approved, it was rolled into the County Operations Millage. When you look at that ordinance, the millage for those items will be able to be increased independently by CPI in growth. With CPI in growth being 3.63 when you do the calculations, all of those are under 1/10th of a million so they will essentially be banking that CPI in growth for next year so they may be eligible for an increase next year. Part of the problem with the system right now is that if it is County Council's desire, these items be listed outside the County Operations Budget but that can't happen right now due to some flaws in the ordinance itself. One of which is the amounts that are there, are a specific millage amount down to the 100th and state law says we can only put in to the 10th. So when you are talking about a very specific dollar amount as it relates to that millage amount down to that 100th, the only way for that to be calculated is through the County Operations Budget and those funds to be given to those

organizations as appropriated. The other flaw in the ordinance is that it says that the millage will be calculated on real property and there is no way for the computer system to calculate millage on one aspect of one property in this particular instance because once you put that millage in, it applies to everything. So is the millage in that ordinance just derived from real property or is it coming from everything (boats, cars and business personal property) as well. The system can't handle something like that and Mr. Beckert doesn't believe State Law does as well.

Councilman Rodman asked would what you are talking about materially change what we are trying to do here. Is there a different set of numbers that might need to go into this.

Mr. Beckert stated no, on the millage side of it what is going to happen is if you were to set those individual millages individually for them to be on their own they would be rolled to the nearest 10th. That would have some impact, but is unsure if it would be material.

Councilman Flewelling stated so basically what we are talking about with FY 2019 is not effected by what Mr. Beckert is saying but should be involved in the discussion for the upcoming budget year.

Mr. Beckert confirmed and stated the monies that are derived from this FY coming out of County Operations.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover that Committee approve the FY 2019 County Budget Amendment and forward to County Council tonight for first reading. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman McElynn, Councilwoman Howard, Councilman Dawson, Councilman Covert, Councilman Glover, Councilman Lawson and Councilman Flewelling. The motion passed.

Recommendation: Council approve FY 2019 County Budget Amendment and first reading.

Item: Approval / Parks and Recreation Tournament Local ATAX – Phil Foot, Assistant County Administrator

Discussion: Phil Foot stated this was a request for the Local A-tax toward the two tournaments that we have coming up in July. The 2019 Dixie Youth Baseball Ozone State Tournament request is for \$59,500 which is about half of what we are anticipating the costs for operating that tournament from July 12th-18th. The 2019 Dixie Jr. Boys and Boys Baseball State Tournament from July 19th-25th request is \$54,950. We are requesting approval from the Local A-tax in the amount of \$114,450.

Councilman Rodman asked if we have done this in the past.

Mr. Foot confirmed we have done this in the past.

Matt Watts stated we are bringing in 16 teams for one tournament and 24 teams for the other.

Mr. Foot stated a lot of families are coming in to town.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve Parks and Recreation Tournament Local ATAX.

Councilman Flewelling asked how much revenue he thinks this is going to bring in for Parks and Leisure Services and how does it relate to the rest of the budget for Parks and Leisure Services.

Mr. Foot answered the revenue comes from concessions and selling t-shirts and probably around \$15,000 we will get back but it depends from one tournament to the next how many t-shirts we are going to sell.

Councilman McElynn asked what an estimate of the delivery of monies to the community as far as the economic benefit is. There was a number that was put out.

Mr. Foot stated the Chamber usually runs it at about \$800,000 for each tournament, between \$800,000 and \$1 million that can come in from families and relatives that come in for the tournament and are a week long back to back between hotels, restaurants, movie theatres and everything. These are double eliminations so even if they are eliminated, a lot of families plan their vacations around this time too and plan to be here for the solid week even if they won't be planning.

Main Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve Parks and Recreation Tournament Local ATAX. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman McElynn, Councilwoman Howard, Councilman Dawson, Councilman Covert, Councilman Glover, Councilman Lawson and Councilman Flewelling. The motion passed.

ADJOURNMENT

The meeting adjourned at 4:28 p.m.

Ratified by Committee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

Hangar # _____



MONTH-TO-MONTH HANGAR USE AGREEMENT BEAUFORT COUNTY AIRPORTS BEAUFORT COUNTY, SOUTH CAROLINA

1-Identification of Owner and Customer

This Month-to-Month Hangar Use Agreement (hereafter "Agreement") is entered into by and between Beaufort County, a political subdivision of South Carolina (hereafter "Owner") and the following Customer (hereafter "Customer"):

Customer Name: _____
Business Name: _____
Address: _____
Cell Phone No.: _____
Home Phone No.: _____
Work Phone No.: _____
Email Address: _____

If Customer is a corporation, partnership, or other business entity, the Owner must be provided the contact information for the officer:

Manager Name: _____
Business Name: _____
Address: _____
Cell Phone No.: _____
Home Phone No.: _____
Work Phone No.: _____
Email Address: _____

Each Customer is jointly and severally liable for payment and performance of all terms of this Agreement.

Hangar # _____

2 - Identification of the Space and Limits on Use

Subject to terms and conditions in this Agreement, the Owner hereby provides to Customer hangar space as described below located at the Airport (hereafter "Space"), for the purposes of storing/parking the following aircraft only (hereafter "Aircraft"), together with reasonably necessary rights of ingress and egress over Owner's adjoining property:

Hangar No. _____
Space Sq. Footage: _____
Make: _____
Model: _____
Identification No.: _____

3 -Term of Tenancy

The term of this Agreement will commence on the _____ day of _____, 20____ (hereafter "Effective Date"), and will remain in effect for a period of one (1) month. Thereafter, this Agreement shall continue in effect and be automatically renewed from month to month. The Owner may terminate the tenancy or modify the terms of this Agreement by giving the Customer written notice fifteen (15) days in advance. The Customer may also terminate the tenancy by giving the Owner written notice fifteen (15) days in advance.

4 – Payment

Customer shall pay for use of the Hangar in the amount of \$ _____ per month, payable in advance on the first (1st) day of each month, except when that day falls on a weekend or legal holiday, in which case payment is due on the next business day. Any payment received after 5:00 P.M. shall be considered received the next business day.

For the Hilton Head Island Airport, Customer's checks shall be made payable to "Beaufort County – Hilton Head Island Airport", and shall be remitted to the following address:

Beaufort County
Attn.: Finance Department – Airport
P.O. Drawer 1228
Beaufort, SC 29901-1228

For Lady's Island Airport, Customer's checks shall be made payable to "Beaufort County Council – Beaufort Airport" and shall be remitted to the following address:

Beaufort County
39 Airport Circle
Beaufort, SC 29907

Hangar # _____

Payment shall be remitted in the following form, unless Owner has designated otherwise: personal check, cashier's check, money order, or credit card. Owner reserves the right to restrict the form of payment at any time, for any reason.

5 – Late Charges

If Customer fails to provide payment in full by 5:00 P.M. of the tenth (10th) calendar day of the month, the Customer shall pay Owner a late charge of one and one-half percent (1½%) per day until paid in full.

6 – Returned Checks

If any check offered by Customer to Owner for payment due under this Agreement, is returned for lack of sufficient funds, a "stop payment", or any other reason, Customer shall pay a service charge of Thirty Dollars (\$30.00). Customer may also be charged Late Charges as provided above.

7 - Security Deposit

On signing this Agreement, Customer shall pay to Owner the sum of \$_____ as a Security Deposit (hereinafter "Deposit") that will not accrue any interest for the Customer. Customer may not, without Owner's prior written consent, apply this Deposit to the last month's payment, or to any other sum due under this Agreement. Within thirty (30) days after the Customer has (1) vacated the Space, (2) returned keys, access cards, and/or other locking devices, and (3) provided the Owner a current or forwarding address; thereto Owner will return Deposit in full provided that, in the Owner's sole discretion, all terms of the this Agreement have been fulfilled. If the terms have not been satisfactorily fulfilled, the Owner will give the Customer an itemized written statement of the reasons for and the dollar amount of any Deposit retained by Owner, along with a check for any Deposit balance.

8 - Security Interest

To secure the full and timely payment and performance of Customer's debt, liability and obligation of any kind (collectively the "Obligations") under this Agreement, should Owner be entitled to terminate this Agreement, Customer hereby grants to Owner, a security interest in the following (collectively "Termination Collateral"):

(a) the aircraft, engines, propellers, rotors, equipment, parts, spare parts, goods, chattels, personal goods and/or fixtures, together with all replacements and substitutions therefore and all logs, manuals, flight records, maintenance records, all accessories, attachments and accessions now or hereafter affixed thereto (collectively "the Aircraft");

(b) all proceeds (cash and non-cash), insurance proceeds and any and all leases, chattel paper, accounts, contract rights, instruments, payment intangibles

Hangar # _____

and general intangibles arising (heretofore or hereafter) from the sale, lease, rental or other disposition of the Aircraft including any agreement providing the Aircraft to a third party under a contract of service; or

(c) any concurrent payment or Deposit given by Customer to Owner.

Owner shall not be obligated to release its security interest in any of the Termination Collateral until all obligations of Customer under this Agreement are satisfied in full.

9 - Utilities

Customer shall pay all utility charges, except for the electricity and water in the Space, which will be paid by Owner.

10 – Exclusive Use and Assignments

The Space shall be available only to the Customer identified in Section 1 of this Agreement, and only for the Aircraft identified in Section 2. Customer may not assign this Agreement without the prior written approval of the Airport Director.

11 - Maintenance of the Space

Owner shall maintain the structural components of the Space. Customer shall be responsible for any damages to the Space caused by Customer's use, including, but not limited to; bent or broken interior walls, damage of floors by oil or fuel spillage, door damage caused by acts or omissions of Customer or Customer's agents or invitees, or misuse of the electrically operated door and/or the opening mechanism. Customer shall reimburse Owner, on demand by Owner, for the cost of any repairs caused by any damage(s) sustained to the Space through the actions or inactions of the Customer, his/her/their agents, employees, invitees or licensees. Customer shall be responsible for keeping Space in a neat and orderly condition and upon termination of use of the Space, except as otherwise provided in this Agreement, all fixtures, improvements, equipment, and other property bought, installed, erected, or placed in the Space by the Customer shall become the property of the Owner at the termination of this Agreement at the sole discretion of the Owner; however, the Customer shall promptly remove, if Owner so elects, all alterations, additions and improvements, and other property placed in or upon the Space by Customer. Customer shall repair damage caused by the alterations and any such removal. Customer shall return the Space to Owner in a condition identical to that which existed when Customer took occupancy, except for ordinary wear and tear. Customer shall notify Owner and obtain advanced written approval for any structural alterations or electrical upgrades to the Space.

12- Owner Indemnity

The Customer shall indemnify and save harmless the Owner, its officers, agents, or employees from any judgment recovered from anyone for personal injury or property

Hangar # _____

damage sustained or claimed to have been sustained for any of the activities of the Customer. The Customer shall pay all expenses, including attorney fees of the Owner in defending against any such claim or judgment or any attorney fees including the investigation or negotiation of the claim. Customer further agrees to indemnify and hold the Owner harmless from any wrongful acts or omissions of any licensee, invitee, agent or employee of the Customer while upon the Space. Customer recognizes that Owner shall not be responsible for the Customer's personal effects and property content, with exception taken to instances where damage occurs by and through any wrongful acts or omissions on the part of the Owner.

13 - Use of Space

(a) The Space shall be used only for storage of the Aircraft described in Section 2, which is owned or leased by Customer. If the original aircraft stated in this Agreement is sold or removed with the intent of being replaced, and if this is not done within sixty (60) days, this Agreement shall be considered cancelled.

(b) No maintenance of any kind shall be conducted in the Space except preventive maintenance as is normally covered under Part 43.3(g) of the Federal Aviation Regulations and that can be performed by an aircraft owner without assistance of an aircraft mechanic, unless such work is approved in writing in advance by the Airport Director.

(c) Customer is entitled to non-exclusive use of all public facilities located at the Airport.

(d) Customer agrees that any flammables will be stored in an approved container designed exclusively for the storage of flammables and meeting the requirements of Chapter 4 of National Fire Protection Association (NFPA) 30 for the storage of flammables and approved by the Owner. In no case should any container be larger than five (5) gallons.

(e) Customer agrees not to conduct or permit any commercial aviation activities that may be regularly conducted on or from the Space unless such activities meet Airport Minimum Standards, Owner is given notice of Customer's intent to conduct activities before conducting them on a regular basis, and a Commercial Operating Agreement is executed.

(f) Customer shall not perform, or have performed, painting or doping operations of any kind within the Space, except for minor touch-ups using a spray can, brush, or air brush only. Use of air compressors for this purpose shall be strictly prohibited.

(g) Customer should not regularly perform maintenance on any vehicle or equipment of any kind, other than the aircraft authorized herein, including, but not limited to, automobiles, motorcycles, bicycles, boats, and campers on, or in, the Space.

Hangar # _____

(h) No heater employing an open flame or glowing element, including those commonly referred to as salamander or torpedo heaters, shall be installed or used in the hangar. The installation or use of any other heating equipment shall require advance written authorization and shall be subject to all NFPA guidelines. Customer shall not operate any heater or heating equipment while Customer is not actually physically present in the Space.

(i) Customer shall be prohibited, either directly or indirectly, from conducting or promoting any commercial activities within the Space or in the T-hangar area, unless otherwise licensed or authorized by the Owner to do so. For purpose of this This Agreement, commercial activity shall mean the provision of a product or service, whether payment occurs in the form of cash or credit, or barter, including, but not limited to, maintenance or inspection of aircraft not authorized herein, flight training, and sale of aircraft parts or supplies.

(j) Customer shall make no alterations, changes or additions to the Space; and shall adhere to all terms and conditions stated in Section 11.

14 – Locks

Customer agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Owner's written consent. Having obtained written consent, Customer agrees to pay for changing the locks and to provide Owner with one duplicate per lock within 24-hours of the changing of the locks. Should it become necessary, from time to time, for the Owner to change out any locks at the Airport or for the Space, Owner will likewise provide notice to Customer and ensure that Customer continues to have uninterrupted access during the term of this Agreement.

If Customer becomes locked out of the Space, Customer shall be solely responsible for secure a private locksmith to regain entry at Customer's sole expense; and shall follow all other terms and conditions as stated in this Section.

15 - Operation of Aircraft

The Customer is responsible for operating the Aircraft at the Airport in a safe manner, and in accordance with applicable Federal and State aviation regulations and the Pilots Operating Handbook. Aircraft engines will not be started or operated inside the hangars and engine run-ups will be performed only in designated run-up areas.

16 - Airport Rules and Regulations

Customer agrees to comply with the Hangar Rules and Regulations contained in "Exhibit A" attached hereto and hereby incorporated by reference. The Customer will also acknowledge receipt of same, and that Customer has read a copy of the Airport Rules and Regulations, which, in their most current form, are incorporated into this Agreement by this reference. Customer shall comply with any and all modifications or additional Airport Rules and Regulations, which the Owner may from time to time make

Hangar # _____

and adopt for safety, care, and cleanliness of the Airport or for the preservation of good order therein.

17- Default and Termination

The following shall constitute a breach of this Agreement and Customer shall be deemed in default:

- (a) Payment not remitted in accordance with Section 4 of this Agreement by the 10th day of any month;
- (b) Customer abandons the Space as defined in Section 19 of this Agreement;
- (c) Customer fails to comply with any conditions of this Agreement and does not reasonably correct the deficiency upon notice by Owner;
- (d) Customer fails to abide by the Airport Rules and Regulations;
- (e) Customer shall leave Space broom-clean and in orderly condition, with reasonable wear and tear excepted, at the termination of this Agreement.

The Owner may terminate this Agreement during the course of a monthly term upon the occurrence of default as stated in this Section. This Agreement shall otherwise be terminated in accordance with Section 3 of this Agreement.

18 – Remedies of Owner

Upon the occurrence of an event of default by the Customer, other than a failure of Customer to timely pay a sum that is due and payable, Owner shall notify Customer in writing of the event of default, and Customer shall, within five (5) calendar days of receipt of such written notice cure such event of default. Where the Customer fails to cure such event of default, Owner shall have the option to deny the Customer, without notice, access to the Space. Owner may condition Customer's access to the Space in any manner deemed reasonably necessary by Owner to maintain order at the Airport and in the Space. Such manners may include, but are not limited to, restricting hours of operation or changing locks.

In the event of termination for breach of this Agreement by Customer, Owner shall be entitled to move any aircraft in the Space to a different location at the Airport. The Owner shall within five (5) calendar days of moving the aircraft, provide Customer with a written notice confirming the new location of the aircraft.

If Customer is in control of an additional space at the Airport, Customer's default on one Space shall constitute Customer's default on all spaces, entitling Owner to deny Customer's access to all spaces.

Hangar # _____

19 – Abandonment of Property

If Customer is in default under Section 17 of this Agreement, the Owner has a right of entry and may consider any property, including but not limited to the Aircraft, belonging to Customer left in the Space, or at the Airport, to also have been abandoned. Upon the Customer's property being deemed abandoned, the Owner may remove the property from the Space and place the property in a holding area at the Airport. If the abandoned property is the Aircraft, the Owner may remove the Aircraft from the Space and relocate it to an area at the Airport used for purposes of storage, and may tie down the Aircraft. If the Aircraft is tied down at the Airport, the Customer shall be charged the monthly "tie down fee" as is applied to all other customers at the time of the abandonment. The Owner may dispose of all such property in any manner Owner shall deem proper and following South Carolina Code Chapter 55.

In asserting all rights under this Section, Owner is hereby released from any and all liability for damage caused to abandoned property.

20 - Insurance

Customer shall maintain an insurance policy on any Aircraft that shall occupy the Space. Said policy and/or policy endorsement or rider shall have minimum limits of coverage in the amount of one million dollars (\$1,000,000.00). Beaufort County shall be named as additional insured under said policy. Prior to [or within five (5) days after] the Effective Date of this Agreement, the Customer shall provide Owner with a certificate showing proof of such insurance. Said Certificate shall be obtained from the underwriter and not the insurance agent. Customer shall notify Owner of any changes in the insurance coverage and will do so within five (5) days after effective date of the change.

In the event any required insurance policy is canceled by the Customer or their Insurer, for any reason whatsoever, this Agreement shall terminate immediately and Owner shall have the right to occupy and take possession of the Space. Exception will be taken to this provision in the event that a replacement policy is obtained by the Customer without any gap in coverage. Customer agrees to provide copy of the insurance policy annually.

21 - Airport Security and Owner's Rights

Customer agrees to abide by and cooperate with Owner in the enforcement and implementation of applicable airport security regulations and measures. Security of the Space shall be the responsibility of the Customer. Customer agrees to provide Owner with a key to any personal locks or locking device used to secure the Space. Owner agrees that the key will be used only by the Owner or Owner's agent, only (a) for a reasonable inspection to check for safety or maintenance problems and assure compliance with this Agreement and Airport policies; and (b) in the event of an emergency or to make repairs or improvements to the facility. The Customer acknowledges that Owner has no control over, and no responsibility for, the use of the keys or permission provided by Customer to any third party.

Hangar # _____

22 - Signage

The Customer agrees that no signs or advertising matter may be erected without the written consent of the Owner.

23 - Arbitration

The Customer agrees that any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the Parties.

24 - Entire Agreement

This document constitutes the entire Agreement between the Parties, and no promises or representations, other than those contained herein and those implied by law, have been made by the Owner to Customer. Any modifications to this Agreement must be in writing signed by the Owner and Customer.

25 - Authority of Customer

If Customer is a corporation, partnership, or other entity, Customer hereby certifies that this Agreement is signed by an officer of the entity authorized to agree to the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

OWNER:
Beaufort County

By: _____
Jon Rembold, Airport Director

Witness

Witness

CUSTOMER:

By: _____
Name:

Its:

Witness

Witness