



Beaufort County Airports Board

Chairman

CHRIS BUTLER

Vice Chairman

JAMES STARNES

Board Members

HOWARD ACKERMAN
MARK BAILEY
ANNE ESPOSITO
LESLIE ADLAM FLORY
NICHOLAS MESENBURG
DAVID NELEMS
RICH SELLS
THOMAS SHEAHAN
BRIAN TURRISI

Airports Director

JON REMBOLD

County Administrator

MICHAEL MOORE

Administrative Specialist

ROCIO REXRODE

Administration Building

Hilton Head Island Airport
120 Beach City Road
Hilton Head Is, SC 29926

Contact

Post Office Drawer 1228
Beaufort, SC 29901
(843) 255-2942
www.beaufortcountysc.gov

MEETING ACCESS

[MEETING LINK](#)

ID: 161 714 8655

Passcode: 791968

Beaufort County Airports Board Agenda

Council Chambers – Hilton Head Island

One Town Center Court, Hilton Head, SC 29928

Thursday, July 18, 2024, at 1:30 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT (FOIA)
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES – [JUNE 20, 2024](#)
- VI. PUBLIC COMMENT (Limit comments to three minutes)
- VII. DIRECTOR'S REPORT
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS

ACTION ITEMS:

1. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF \$825,757 FOR AIRPORT LAYOUT PLAN (HXD) - [VOTE](#)
2. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$325,769 FOR ST. JAMES BAPTIST CHURCH RELOCATION ENVIRONMENTAL DOCUMENTATION PHASE I (HXD) - [VOTE](#)
3. GRANT ACCEPTANCE – RECOMMENDATION TO ACCEPT SCAC GRANT 24-0XX IN THE AMOUNT OF \$750,000 FOR AIRPORT TERMINAL PROJECT (HXD) – [VOTE](#)
4. RESOLUTION - RECOMMENDATION TO APPROVE A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS - [VOTE](#)
5. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION - [VOTE](#)
6. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION – [VOTE](#)
7. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION - [VOTE](#)
8. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI – [VOTE](#)

9. BEAUFORT EXECUTIVE AIRPORT HANGAR PROJECT DESIGN - RECOMMENDATION TO APPROVE ARW HANGAR PROJECT DESIGN - [VOTE](#)
10. BEAUFORT EXECUTIVE AIRPORT HANGAR PROJECT FUNDING - RECOMMENDATION TO APPROVE ARW HANGAR PROJECT FUNDING - [VOTE](#)

- X. CHAIRMAN UPDATE
- XI. COMMITTEE REPORTS
- XII. CITIZEN COMMENT (Limit comments to three minutes)
- XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, AUGUST 15, 2024, AT 1:30 PM
COUNCIL CHAMBERS, 100 RIBAUT RD., BEAUFORT, SC 29901

MINUTES

Beaufort County Airports Board

June 20, 2024 | 1:30 pm | Meeting called to order by Chairman Chris Butler

ATTENDANCE

Present: Howard Ackerman, Chris Butler, Anne Esposito, Mark Bailey, Thomas Sheahan, Nick Mesenburg, Rich Sells, Jim Starnes, Leslie Adlam Flory and Brian Turrisi

Absent: David Nelems

County Staff: Jon Rembold, Airports Director; Stephen Parry, Deputy Airports Director; Eric Townsend, Airport Manager; and Rocio Rexrode, Administrative Specialist.

Beaufort County Council Liaison: Thomas Reitz

Hilton Head Island Town Council Liaison:

Public: Judy Elder, Talbert, Bright and Ellington, Inc. and Derek Roth, Signature Aviation

AGENDA ADOPTION

Rich Sells made a motion to adopt the June 20, 2024, BCAB meeting agenda. Jim Starnes seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

James Starnes made a motion to approve the April 25, 2024, BCAB meeting minutes. Howard Ackerman seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENT

There were no Public Comments

DIRECTOR'S REPORT

- **DEPARTMENT UPDATE:**

New Staff—Kenneth “Treye” Rogers: Rembold informed that ARW has a new staff member. Rembold mentioned that Treye was hired for a full-time position as the Line Supervisor, who will lead the team (four part-time staff) in the public-facing area of the airport to provide better service.

Southern End Squad School: Rembold mentioned that Joe Galasso attended the squad school held in Spartanburg, SC. He mentioned that Galasso went to two back-to-back schools, which is good for Joe because he is relatively new to the fire service. Rembold said that Galasso has been doing a lot of training. Rembold stated that a big focus is getting the ARFF team real active training.

VBIED Detection Course: Rembold mentioned that Craig Weber attended the Vehicle-Borne

Improvised Explosive Device (VBIED) Detection course in Savannah, GA. Rembold said that inspecting vehicles that come into the ramp area from the outside is part of the staff's duties and responsibilities, and that this type of training is helpful in keeping everybody in an anti-terrorism and security mindset.

Tunnel to Towers: Rembold mentioned that Chief Bobby Davidson and David Lilly participated in the Tunnel to Towers golf tournament. He remarked that the Airport is a sponsor of the tournament, and having ARFF staff participate in the event is good exposure. He assured that HXD will continue to be part of this great cause.

ARW Monument Sign: Rembold mentioned that the new monument sign at ARW was delivered and installed. He observed that this was the first time a monument sign had been installed at ARW. He affirmed that the sign looks great and helps present the airport well.

ARW Parking Lot Resurfacing: Rembold informed that the parking lot was crack-sealed, and a protective coating was applied to the entire area. He said the parking lot was restriped, so it is easy to see the lines and parking spots were numbered. He mentioned that now it is a one-way parking lot with diagonal parking.

ARW Planter Boxes: Rembold mentioned that ARW staff members Eric and Marlene took it upon themselves to replace the plant material in the planter boxes. Rembold stated that the planters look fantastic and expressed appreciation for the work performed.

HXD Airport Ambassadors Program: Rembold mentioned that the Ambassador's Program has kicked off for the summertime. He added that they had a great training luncheon, and five Board members are Airport Ambassadors. He expressed appreciation for each one who is volunteering and thanked the Ambassadors.

- **TERMINAL IMPROVEMENT PROJECT UPDATES:**

Rembold reported that the surface slabs were completed. He mentioned that the work was done at night so the concrete trucks coming into the island would not get stuck in traffic. He said that the entrance road through the terminal facility is being worked on. He mentioned that there are some minor disruptions to traffic in front of the terminal because a lane has to be temporarily closed from time to time. Rembold informed the artwork (Delta's branding and island scene) has been installed on the temporary wall, and the parking kiosks were moved inside the terminal.

- **AIRPORTS' BUSINESS UPDATE:**

Save the Date:

- Beaufort Water Festival (Jul 12-21) - Rembold mentioned that the ARW is an Admiral Sponsor and that there is an opportunity to volunteer and/or become a sponsor.
- Business After Hours (Sep 12) - Rembold said ARW will be hosting this event and that sponsorships are welcome.

- Flying Frog 5K Race (Oct 12) - Rembold stated that the ARW is once again hosting/sponsoring this event and that sponsorships are welcomed.
- South Carolina Breakfast Club (Nov 17) - Rembold informed ARW will be hosting this event.

FAA ADO Meetings: Rembold reported that Airport staff met with FAA officials and reviewed the Capital Improvement Projects Lists. He said FAA staff offered suggestions on different ways to sequence the various projects and take advantage of funding. Rembold stated that it was a beneficial meeting. He said that the FAA staff had a tour of both airports.

FAA Part 139 Inspection: Rembold stated that the inspection will take place at the end of July. He assured airport staff has been hard at work all year to be ready.

Contracts/Agreements: Rembold explained that many of the agreements and contracts are coming to the end of their extensions, and they will need to go back through the approval process, which starts with BCAB. He noted that in the next 3-4 months the BCAB would have the opportunity to review them.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA BIL GRANT IN THE AMOUNT OF \$2,993,835 FOR HXD TAXIWAY “F” PAVEMENT REHABILITATION

Jim Starnes made a motion to approve the recommendation to accept the FAA BIL grant in the amount of \$2,993,835 for HXD Taxiway “F” Pavement Rehabilitation. Brian Turrisi seconded the motion. All were in favor and the motion passed.

2. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA GRANT IN THE AMOUNT OF \$137,209 FOR HXD AIRFIELD DRAINAGE IMPROVEMENTS

Jim Starnes made a motion to approve the recommendation to accept the FAA grant in the amount of \$137,209 for HXD Airfield Drainage Improvements. Rich Sells seconded the motion. All were in favor and the motion passed.

3. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA BIL ATP GRANT IN THE AMOUNT OF \$5,000,000 FOR HXD TERMINAL IMPROVEMENTS

Rich Sells made a motion to approve the recommendation to accept the FAA BIL ATP grant in the amount of \$5,000,000 for HXD Terminal Improvements. Nick Mesenburg seconded the motion. All were in favor and the motion passed.

4. COMMERCIAL OPERATING AGREEMENT - RECOMMENDATION TO APPROVE A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND CONSTANT AVIATION

Brian Turrisi made a motion to approve the recommendation to approve the Non-tenant Commercial Operating agreement between Beaufort County and Constant Aviation. Howard Ackerman seconded the motion. All were in favor and the motion passed.

COMMITTEE REPORTS

CHAIRMAN UPDATE:

Chris Butler recognized and thanked Howard Ackerman for his service as chairman of the BCAB.

1. Finance Committee

Members: Howard Ackerman (Chair), Chris Butler, Tom Sheahan, and Brian Turrisi.

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

2. Communications and Marketing Committee

Members: Anne Esposito (Chair), Howard Ackerman, and Leslie Adlam Flory.

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

Leslie Flory suggested selling custom bricks for a pathway at the HXD terminal.

3. Passenger Service Committee

Members: Leslie Adlam Flory (Chair), David Nelems, Jim Starnes, and Tom Sheahan

Leslie informed that the Ambassadors Program is fully functional and working well.

4. ARW Facilities Use and Improvement Committee

Members: Jim Starnes (Chair), Chris Butler, Mark Bailey, David Nelems, and Nick Mesenburg

Jim Starnes mentioned that a hangars meeting is in the works.

5. The HHI Airport Improvement Committee (HXD)

Members: Brian Turrisi (Chair), Howard Ackerman, Rich Sells, Chris Butler, and Anne Esposito

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

PUBLIC COMMENT

There were no Public Comments.

ADJOURNMENT

The motion to adjourn the public portion of the meeting was made at 2:20 p.m. It passed unanimously.

NEXT MEETING

July 18, 2024 | 1:30 pm

Town of Hilton Head Island, 1 Town Center Ct., Hilton Head Island, SC 29928

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

*2. Type of Application

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

HXD

5a. Federal Entity Identifier:

3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000311

*c. UEI:

XFSKWHHQMF58

d. Address:

*Street 1: 120 Beach City Road

Street 2:

*City: Hilton Head Island

County/Parish: Beaufort

*State: SC

*Province:

USA: United States

*Country:

*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name:

Department of Airports

Division Name:

Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952

Fax Number: (843) 255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

BIL AIG

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024

*b. End Date: 12/31/2025

18. Estimated Funding (\$):

*a. Federal	\$ 825,757
*b. Applicant	\$ 280,560
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,106,317

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan
Middle Name: P
*Last Name: Rembold
Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M.

Digitally signed by Jon Rembold, C.M.
Date: 2024.06.25 11:34:55-04'00'

*Date Signed: 6/25/2024

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

Airport Layout Plan Update: The HXD Airport Layout Plan (ALP) was last updated in September 2011. At the time of FAA’s conditional approval of the ALP, the runway design code (RDC) was a C-II, which was based on a family business jet aircraft using the Airport in 2010 and not the Bombardier Dash-8-200 and -300 turboprop aircraft used by American Airlines (AA). On July 4, 2018, with the completion of the runway extension project to 5,000 feet in June 2018, AA retired its fleet of Bombardier Dash-8-200 and -300 turboprop aircraft and replaced them with Embraer E-175 regional jet aircraft for its year-round service at HXD. Shortly after AA began its new E-175 service, United Airlines (UA) announced that it would commence seasonal service in Spring 2019 with E-175 aircraft, as well. Subsequently, in 2019, Delta Airlines (DL) also started year-round service to HXD with new E-170 aircraft. Use of the E-170 and E-175 aircraft at HXD, has changed its RDC from a C-II to a C-III designation. This project would include the requisite elements necessary to prepare an ALP Update report, ALP drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). The ALP Update report will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The narrative report will consist of the following sections:

- Inventory
- Forecasts
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

Estimated Cost: \$1,103,678.00

FAA BIL Cost: \$823,381.00

Independent Fee Estimate (IFE, Reimbursement): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed an IFE for the ALP Update.

Estimated Cost: \$2,640.00

FAA BIL Cost: \$2,376.00

**HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE**

3-45-0030-XXX-2024

Project	Total	Federal	State	Local
Airport Layout Plan Update	\$1,103,678.00	\$823,381.00	\$0	\$280,296.00
IFE Reimbursement	\$2,640.00	\$2,376.00	\$0	\$264.00
TOTAL	\$1,106,318.00	\$825,757.00	\$0.00	\$280,560.00

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

*2. Type of Application

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

HXD

5a. Federal Entity Identifier:

3-45-0030-XXX-2024

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Beaufort County, South Carolina

*b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000311

*c. UEI:

XFSKWHHQM58

d. Address:

*Street 1: 120 Beach City Road

Street 2:

*City: Hilton Head Island

County/Parish: Beaufort

*State: SC

*Province:

USA: United States

*Country:

*Zip / Postal Code 29926-0000

e. Organizational Unit:

Department Name:

Department of Airports

Division Name:

Hilton Head Island Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Jonathan

Middle Name: P

*Last Name: Rembold

Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 843-2552952

Fax Number: (843) 255-9434

*Email: jrembold@bcgov.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Hilton Head Island, Beaufort County, South Carolina

***15. Descriptive Title of Applicant's Project:**

St. James Baptist Church Relocation Environmental Documentation Phase I

Independent Fee Estimate (IFE)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SC-001

*b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2024

*b. End Date: 09/30/2025

18. Estimated Funding (\$):

*a. Federal	\$ 325,769
*b. Applicant	\$ 36,197
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 361,966

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Jonathan
Middle Name: P
*Last Name: Rembold
Suffix:

*Title: Director of Airports

*Telephone Number: 843-255-2952

Fax Number: 843-255-9424

* Email: jrembold@bcgov.net

*Signature of Authorized Representative: Jon Rembold, C.M.

Digitally signed by Jon Rembold, C.M.
Date: 2024.06.14 15:44:31 -04'00'

*Date Signed: 6/14/2024

HILTON HEAD ISLAND AIRPORT (HXD) PROGRAM NARRATIVE

3-45-0030-XXX-2024

St. James Baptist Church Relocation Environmental Documentation Phase I: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site, previously listed on the NRHP. It was suggested that the NRHP listing should be revised to include the Cherry Hill School as a contributing building to the Mitchelville NRHP site.

In addition, the St. James Baptist Church property meets the five requirements set forth in National Register Bulletin (NRB) 38¹ for significance as a Traditional Cultural Property (TCP). The church property is a tangible place, is important to the Gullah community today, has been important to the Gullah cultural group for over 100 years, and has definable boundaries (in this case, the current real property legal boundary). Although the St. James Baptist Church building does not retain integrity of design, materials, or workmanship due to modern alterations, the overall property retains its integrity of relationship and condition as a TCP.

Over the years, the church has been asked several times to consider relocating from its current location to a site outside of the Runway 03/21 runway protection zone and approach and departure surfaces. To date, members of the congregation has refused to move. However, recently deacons of the church have approached both Beaufort County and the Town of Hilton Head Island in reference to moving their facility to site next to the Church's cemetery on Union Church Road outside of the runway protection zone and approach and departure surfaces.

¹U.S. Department of the Interior National Park Service Cultural Resources National Register, History and Education (1990; Revised 1992; 1998), "National Register Bulletin 38, Guidelines for Evaluating and Documenting Traditional Cultural Properties."

**HILTON HEAD ISLAND AIRPORT (HXD)
PROGRAM NARRATIVE**

3-45-0030-XXX-2024

Phase I of this project would include the preparation of environmental documentation to determine the potential impacts on the human and natural environment, as well as efforts to avoid, minimize, and mitigate these impacts.

Estimated Cost: \$359,316.03

FAA Cost: \$323,384.00

Independent Fee Estimate (IFE): In accordance with FAA Advisory Circular (AC) 150/5100-14E – Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (September 30, 2014), Sponsors must perform independent fee estimates. The AC states that if a contract is greater than \$100,000, a detailed fee analysis is required. Based on the AC requirement, Beaufort County performed IFE’s for the following contract:

- St. James Baptist Church Relocation Environmental Documentation Phase I – \$2,650.00

Estimated Cost: \$2,650.00

FAA Cost: \$2,385.00

Project	Total	Federal	State	Local
St. James Baptist Church Relocation Environmental Documentation Phase I	\$359,316.03	\$323,384.00	\$0.00	\$35,932.03
Independent Fee Estimate (IFE)	\$2,650.00	\$2,385.00	\$0.00	\$265.00
TOTAL	\$361,966.03	\$325,769.00	\$0.00	\$36,197.03



PROJECT GRANT APPLICATION

(State Aid for Development of Public Airports)

SCAC Grant No: _____
(Leave blank – For SCAC Use only)

Date: June 26, 2024

PART I - PROJECT INFORMATION

Grant Type being Requested (Check one):

- 5% State match of 90% AIP Grant
- 50% Terminal Building Development Grant (NTE \$500,000)
- 60% State – Local Airport Development Grant
- 80% Non-NPIAS, Publicly owned, Airport Maintenance or Development Grant
- 90% NPIAS Airport Secondary Runway Redevelopment Grant
- 100% Commercial Carrier Airport Entitlement Funds
- 100% Other – **Special Allocation**

Beaufort County (herein called the “Sponsor”) hereby makes application to the South Carolina Aeronautics Commission (herein designated “SCAC”) for a grant of State funds pursuant to applicable statutes, regulations, and policies, for the purpose of aiding in financing a project (herein called the “Project”) for the development of the **Hilton Head Island Airport** (herein called the “Airport”) located in the County of **Beaufort** in the State of South Carolina.

It is proposed that the project consist of the following described airport development (Insert brief project description / title below):

Hilton Head Island Airport Terminal Improvements

all as more particularly described in the plans and specifications separately submitted to SCAC on **NOT APPLICABLE**, which are made a part hereof by reference.

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority. The Sponsor has the legal power and authority:

- (A) To do all things necessary to undertake and carryout the Project in conformity with the applicable statutes, regulations, and policies;
 - (B) To accept, receive and disburse grant funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
2. Funds. The Sponsor now has on deposit **\$0.00** for use in defraying the costs of the Project. The present status of these funds is as follows: **in the Hilton Head Island Airport Capital fund.**

The Sponsor hereby designates (insert name and job title of staff member): **Brian Cronin, Airports Finance Manager** to receive payments representing SCAC's share of the Project costs.

Jon Rembold, C.M.

Printed Name of Sponsoring Agency's Representative

Signature of Sponsoring Agency's Representative

Airports Director
Representative Title

ATTACHMENT A

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FEDERAL SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST	\$0.00	\$0.00	\$0.00	\$0.00
2. LAND COST	\$0.00	\$0.00	\$0.00	\$0.00
3. CONSTRUCTION COST	\$750,000.00	\$0.00	\$0.00	\$750,000.00
4. ENGINEERING COST	\$0.00	\$0.00	\$0.00	\$0.00
5. ADMINISTRATIVE COST	\$0.00	\$0.00	\$0.00	\$0.00
6. MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00
7. TOTAL ALL ESTIMATED PROJECT COSTS	\$750,000.00	\$0.00	\$0.00	\$750,000.00

ATTACHMENT B
DOCUMENTATION SUPPORT

1. Is this project a result of facility requirements determined by a Master Plan, Airport Layout Plan (ALP), the South Carolina Airport System Plan, or a revision to the ALP? Yes No

If so, indicate FAA or SCAC approval date: September 2011

2. Does this project require an Environmental Impact Assessment (EIAS) report under the National Environmental Policy Act of 1969 (NEPA)? Yes No

3. Status of EIAS Finding of No Significant Impact/Record of Decision for Terminal Are Improvements at Hilton Head Island Airport – April 23, 2020

4. Have all previous projects that involved federal and / or state funds been completed?
_____ Yes No (List all Open Federal and State Grants below)

3-45-0023-043-2022

3-45-0023-046-2022

3-45-0023-047-2023

23-026

3-45-0023-048-2023

23-026

5. If the State is unable to participate to the extent requested, what is the Sponsor's ability to fund a share greater than the State match? Sponsor's ability to match is limited

6. Name of Regional Planning Council which airport is located: Lowcountry Council of Governments

7. Has Federal Application Form 424 been submitted to the Inter-agency Council on Public Transportation (State Clearinghouse) in accordance with Section 57-3-1050? _____ Yes No

8. The following action has been taken by the local governing body to provide steps toward protective zoning of the airspace and land surrounding the airport. Describe actions by the Sponsor and governing body related to land use planning and zoning ordinances.

Town of Hilton Head Island Land Management Ordinance

9. Anticipated date construction or planning / design project is to commence:

Start Date: February 2024

Ending Date: February 2026

(Revised: February 13, 2024)

2024 HXD Hilton Head Island Airport Terminal Improvements

ENCLOSURES

1. Project Justification Statement / Document –
2. Request-for-Aid/Project Sketch –
3. Engineer's Estimate of Construction Cost –
4. Copy of Federal Application Form 424 (if this request is associated with a FAA AIP Grant) – **Not Applicable**

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

NON-TENANT COMMERCIAL OPERATING
AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Hilton Head Island Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and *Stevens Aerospace and Defense Systems* (the "Operator"), having its principal office at 600 Delaware St; Greenville, SC 29605.

WITNESSETH:

WHEREAS, County is the owner and operator of the Hilton Head Island Airport (the "Airport") located at 120 Beach City Road, Hilton Head Island, South Carolina 29926; and

WHEREAS, Operator is engaged in the business of AIRCRAFT MAINTENANCE and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

NOW, THEREFORE, for and inconsideration of the promises and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

ARTICLE I
TERM

The term of this Agreement shall commence on 1 September 2024 ("Date of Commencement") and shall end on 31 August 2025.

After that time, this Agreement may be renewed for four (4) additional, one-year terms, after the initial term, unless thirty (30) days' prior written notice of intent not to renew is given by either party, one to the other, and provided further that such renewal be upon terms mutually agreeable to both parties hereto.

ARTICLE II
USES AND PRIVILEGES

The County hereby grants to Operator, subject to all the terms and conditions of this Agreement the following rights, uses, and privileges:

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide Aircraft Maintenance. Operator understands and agrees

that it shall not engage in any other business at the Airport under this Agreement. Operator acknowledges that no right or privilege has been granted to Operator which would operate to prevent any person, firm or corporation from operating an aircraft on the Airport. It is not the intent of this Agreement to grant to Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. County reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Operator.

Operator may engage in the following specific activities and services:

(a) Aircraft AOG/Line/Scheduled Maintenance

Any other activity to be engaged in by Operator will require advance written permission from County and any unauthorized activity by Operator is grounds for immediate termination of this Agreement.

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator and employees, access to public areas and public facilities at the Airport and the privilege of restricted Airport access, ingress and egress governed by regulations set forth in Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 139, Certification and Operation of Airports, TSA Part 1542, and the Airport Security Program. To enter upon or use the Airport or any part thereof is conditioned upon compliance with these Rules and Regulations. Entry upon or onto the Airport by any person shall constitute an agreement by such person to comply with Rules and Regulations.

The ingress and egress provided for above shall not be used, enjoyed or extended to any person engaging in any activity or performing any act of furnishing any service for or on behalf of Operator that Operator is not authorized to engage in or perform under the provisions hereof unless expressly authorized by County.

County shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Operator's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Operator and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. County shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Operator's obligations under this Agreement.

Operator agrees that there shall be no restrictions or interference with public use and access of any public facilities.

ARTICLE III
CHARGES AND FEES

1. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **Ramp Access Fee of \$150.00 for each AOG service.**

- (a) All payments herein are to be made in lawful money of the United States of America and are payable to: **Beaufort County Council, Hilton Head Island Airport**

Mail to: Airport Director, Hilton Head Island Airport
 120 Beach City Rd.
 Hilton Head Island, SC 29926

2. Delinquent Charges or Fees. Without waiving any other right or action available to County in the event of default in payment of charges or fees hereunder, in the event that Operator is delinquent for a period of fifteen (15) days or more after invoice in paying to County any charge or fee payable to County pursuant to this Agreement, Operator shall pay to County interest thereon at the rate of eighteen (18%) percent per annum from the date such item was due and payable until paid.

In the event County retains counsel to collect any sums owing to it from Operator, Operator agrees to pay to County the sums expended by County on account of the retention of such counsel as well as court costs and expenses incurred by County, including all direct salary costs, materials, supplies, and administrative overhead.

ARTICLE IV
PERFORMANCE AND SERVICE STANDARDS

1. Personnel. Operator shall, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel, while on duty, shall be clean, neat in appearance, and courteous at all times, and shall be appropriately attired, with uniforms in such instances as are appropriate. No personnel employed by Operator while on or about the Airport shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

ARTICLE V
INSURANCE

1. Operator shall carry, during the term of this Agreement or any extension hereof, the liability insurance coverage with limits as hereinafter stated, but the carrying of such insurance coverage shall not relieve Operator of any of its obligations under this Agreement.

2. Operator shall, upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage insuring against the liabilities set forth in the indemnification paragraph below, such insurance to include, by way of example but not by way of limitation, comprehensive general liability coverage and shall be in not less than the amounts hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility. Such insurance policies shall contain an endorsement providing that County will be given not less than thirty (30) days' notice prior to the cancellation or change of any of the provisions provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement. Such policies shall name County as an additional insured and Operator shall cause a certificate of insurance to be furnished to County evidencing such insurance coverage prior to Operator's use of the Airport pursuant to the terms of this Agreement. The following statement is required on the face of the insurance certificate: "Beaufort County, its officials, servants, agents and employees are named as additional insured." In the event County is notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, Operator shall, immediately obtain and provide County with certificates evidencing the re-establishment of the insurance coverage required hereby.

3. The minimum limits of coverage shall be as follows:

- a. Commercial General Liability Insurance including, but not limited to, Personal Injury, Broad Form Contractual and Broad Form Property Damage (per accident). Combined Limit: One Million Dollars (\$1,000,000) per occurrence.
- b. Automobile Liability (\$1,000,000)
- c. Worker's Compensation – As required by SC law

Please ensure that the certificate holder is listed as Beaufort County (not the department name), PO Box 1228, Beaufort, SC 29902

Evidence of current coverage is to be kept on file with the airport.

4. Insofar as said commercial general liability insurance provides protection against liability for damages to third parties for personal injury, death and property damage, County shall be included as a named insured; provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to County owned or leased property and County personnel, and caused by, or resulting from work, acts, operations, or omissions of Operator, its

officers, agents, employees, and independent contractors on the Airport. County shall have no liability for any premiums charged for such coverage, and the inclusion of County as a named insured is not intended to, and shall not, make County a partner or joint venturer with Operator in its operations on the Airport.

ARTICLE VI INDEMNIFICATION

Operator agrees to indemnify and hold harmless County from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents, servants, employees or independent contractors of Operator or County, by reason of death or injury to persons or loss or damage to property, resulting from Operator's operations or acts or omissions of Operator's agents, servants, employees, officers, contractors, or anything done or omitted by Operator, under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of County or its agents or employees.

ARTICLE VII EQUIPMENT, LICENSES, PERMITS AND SUPPLIES

Operator will provide all its own equipment, licenses, permits and supplies if applicable. If a license, registration or permit of any kind is required of the Operator, its employees, agents or subcontractors, by federal or state law, Operator warrants that such license, registration or permit has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

ARTICLE VIII RULES, REGULATIONS AND ORDINANCES

Operator shall observe and obey all lawful and reasonable Rules, Regulations and Ordinances promulgated, from time to time during the term hereof, by County governing conduct on and operations at the Airport and use of its facilities. Copies of the Rules, Regulations and Ordinances adopted, shall be available to Operator.

ARTICLE IX MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

2. Governing Law and Venue. This Agreement is made and entered into in the State of South Carolina and shall be construed in accordance with the laws of the State of South Carolina. Venue for any litigation arising from this Agreement is to be in the Circuit Court for Beaufort County, South Carolina.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and registration fees prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

AS TO COUNTY:

Airport Director
120 Beach City Road
Hilton Head Island, SC 29926

With a Copy to:

Beaufort County Staff Attorney
P. O. Drawer 1228
Beaufort, SC 29901-1228

With a Copy to:

Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

AS TO OPERATOR:

With a Copy to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

Company Financial Billing Contact(s):

Name:

Address:

Telephone:

E-mail:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest dated of execution as noted below.

ATTEST:

BEAUFORT COUNTY

By: _____
 , County Administrator

Date: _____

ATTEST:

OPERATOR:

By: _____
Printed Name: _____
Title: _____

Date: _____

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Apple Transportation** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A

fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship.”

- 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, “...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries.”
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
 - E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
 - F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
 - G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
 - H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
 - I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all

required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence Property
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , Apple Transportation

DATE _____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver’s side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.

(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:
 - A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
 - B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
 - C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
- 1. Vehicle must be maintained at all times.
- 2. Vehicle must be kept clean, inside and out, at all times. No loose debris, leaves, trash, grease or other objects at any time to be in vehicle.
- 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
- 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
- 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
- 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL

1. Engine

a. No visible smoke from exhaust after five minutes of operation

b. No visible smoke from engine compartment or below vehicle.

c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.

3. Doors and windows must work as designed, not leak and have all hardware.

4. Interior must not leak

5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.

2. Power system, if installed, must be in working condition and have no leaks.

3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Ferguson Transportation** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A

fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship.”

- 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, “...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries.”
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
 - E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
 - F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
 - G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
 - H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
 - I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all

required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence Property
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , Ferguson Transportation

DATE _____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver’s side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.

(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:
 - A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
 - B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
 - C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
- 1. Vehicle must be maintained at all times.
- 2. Vehicle must be kept clean, inside and out, at all times. No loose debris, leaves, trash, grease or other objects at any time to be in vehicle.
- 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
- 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
- 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
- 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL

1. Engine

a. No visible smoke from exhaust after five minutes of operation

b. No visible smoke from engine compartment or below vehicle.

c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.

3. Doors and windows must work as designed, not leak and have all hardware.

4. Interior must not leak

5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.

2. Power system, if installed, must be in working condition and have no leaks.

3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **Native Islander's Transportation LLC** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A

fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship.”

- 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, “...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries.”
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
 - E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
 - F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
 - G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
 - H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
 - I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all

required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence Property
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , Apple Transportation

DATE _____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver’s side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.

(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:
 - A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
 - B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
 - C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
- 1. Vehicle must be maintained at all times.
- 2. Vehicle must be kept clean, inside and out, at all times. No loose debris, leaves, trash, grease or other objects at any time to be in vehicle.
- 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
- 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
- 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
- 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL

1. Engine

a. No visible smoke from exhaust after five minutes of operation

b. No visible smoke from engine compartment or below vehicle.

c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.

3. Doors and windows must work as designed, not leak and have all hardware.

4. Interior must not leak

5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.

2. Power system, if installed, must be in working condition and have no leaks.

3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.

LETTER OF AGREEMENT
FOR TAXI/LIMOUSINE SERVICE

(For Town of Hilton Head Ordinance, see Exhibit I)

Whereas, Beaufort County desires to obtain and make available adequate ground transportation services to and from Hilton Head Island Airport to accommodate passengers desiring same. Therefore, and in consideration of the covenants and agreements herein specified, including the payment of fees, Beaufort County and **S & J Expressway Taxi Inc** agree as follows:

1. **PRIMARY SERVICE**

Operator shall have the non-exclusive right and privilege to operate a taxi/limousine service from Hilton Head Island Airport, Hilton Head Island, South Carolina, as provided for in Operator's Public Service Commission Permits and to pick up and deliver passengers and their baggage between Hilton Head Island and vicinity.

2. **FACILITIES ASSIGNED TO THE OPERATOR**

Beaufort County will designate an area for the standing of transportation vehicles at or near the terminal area. These spaces shall be solely for the use of the Operator's taxi/limousine in the act of loading or unloading passengers and baggage. Said places shall not be assigned in block form to any one company. Spaces shall not be used for any other purpose whatsoever. Operator agrees that it will not, in the conduct of its business, unreasonably interfere with the general flow of traffic in and around the terminal, or any other facility, and that it will expeditiously and efficiently conduct its business of transporting passengers, baggage, and other personal property to and from said terminal. Operator shall pay yearly fees for said operating permit as described in paragraph 3 of this Agreement.

3. **PERMIT FEES**

Operators entering this Agreement agrees to pay a base fee of **\$1,800** annually for a permit to operate. This permit will entitle the operator to two (2) non-transferable decals. **Each additional vehicle is \$600.00.** The fee will be payable in two installments: July and January.

The fee schedule is as follows:

1-2 Vehicles (base rate)	\$1,800.00
3 Vehicles	\$2,400.00
4 Vehicles	\$3,000.00

Payment address:

Hilton Head Island Airport
Attn: Administration
26 Hunter Road
Hilton Head Island, SC 29926

The County reserves the right to limit the number of permits issued to a number that logistically can be handled within the airport infrastructure and still provide the traveling public with a high degree of service.

4. HOTEL OR VILLA TRANSPORTATION

Courtesy vehicles used by a hotel or villa to pick up passengers at Hilton Head Island Airport shall be required to pay a fee of \$1.00 per hotel room per annum, per vehicle, predicated on the number of rooms in the hotel, or per villa. This fee will be payable at fifty (50) percent of the annual fee upon completion of application with the balance due in six months from application date. If the hotel becomes involved in a regularly scheduled pickup service, or on a daily basis, the rate will become \$6.00 per hotel room or villa. A designated number of vehicles can be used, but each vehicle must have a decal issued by the County.

5. PUBLIC SERVICE

In entering into this Agreement, the County has foremost in mind providing the public and the air traveler with ground transportation facilities and service of high quality. Accordingly, the Operator agrees to:

Conduct its business at all times in a professional manner. All facilities, services, and standards of operation shall be at least equal to the highest quality of service rendered by taxi/limousine companies of like nature at other modern terminal facilities. The general public shall be given the highest consideration at all times in matters affecting the operation of this taxi/limousine service.

6. TAX/LIMOUSINE EQUIPMENT

A. Operator agrees to provide vehicles with the capacity for a minimum of five (5) passengers and baggage. If other vehicles are used, they too shall meet the minimum carrying capacity for passengers and baggage. All taxis/limousines utilized in public service must be owned or leased by Operator.

All taxis/limousines shall be equipped with a two-way radio or cell phone and an operable air conditioner and heater of adequate capacity for each vehicle. Interior appointments shall be attractive, neat, clean and in good repair.

All taxis shall be marked uniformly on the outside with the company name/logo, which shall be permanently affixed thereto, and with an identification number, which shall also be permanently affixed to the right rear (curbside) and shall be a minimum of three (3) inches high. Taxis shall also be marked with the Operator's telephone number.

B. Any participating taxi/limousine company requiring the services of a bus or limousine not in the inventory shall be required to use one of the companies already in the Taxi/Limousine Service Agreement.

C. An Operator entering into this Agreement with the County agrees that it shall not place into service any vehicle which is more than six (6) model years old, unless the vehicle is classified as a Milestone or Classic motorcar.

1) CLASSIC VEHICLE – Taken from the approved list of The Classics Car Club of America, Inc., AACA Library and Research Center, Hershey, Pennsylvania, "...A

fine or unusual foreign or domestic motor car built between and including the years 1925 and 1948, and distinguished for its respective fine design, high engineering standards and superior workmanship.”

- 2) MILESTON VEHICLE – Taken from the approved list of the Milestone Car Society, Indianapolis, Indiana, “...A domestic or foreign automobile made between the end of WWII and the end of such time as the Board of Directors shall establish from time to time which are distinctive because of their design, engineering, performance, innovation and/or craftsmanship relative to other contemporaries.”
- D. Operator agrees to maintain all vehicles in accordance with South Carolina Highway Safety Department Inspection Standards.
 - E. Operator also agrees to maintain all interiors and exteriors in excellent condition. Dents, scratches and rust shall be promptly repaired and/or repainted.
 - F. A vehicle may remain in service for an unspecified time period, providing it meets safety and appearance standards. However, the Airport Director has the right to order that any vehicle which does not meet the standard herein be removed from service until correction of deficiencies. Upon corrections being completed, new inspection is required.
 - G. Operator agrees that all taxi/limousine equipment will be thoroughly washed and cleaned so as to maintain a neat, clean appearance and that interior will be cleaned periodically during the day as required, i.e. ashtrays emptied, windows, floors and seats cleaned, and attention given to any other areas requiring cleaning.
 - H. Operator shall furnish the County, with this Agreement, a detailed listing of the motor vehicles it proposes to operate in the taxi/limousine service. The listing shall include the year of manufacture, vehicle identification number, capacity, and general description of each vehicle. Operator shall promptly notify the Airport Director in writing of any additions or deletions of motor vehicles to or from service. At no time shall the Operator operate any vehicle on the Airport that is not on said listing of vehicles. Prior approval from the Airport Director is required before the Operator operates any vehicle which is not on said listing of vehicles on the Airport. All vehicles shall be insured as required in paragraph 11 of this Agreement.
 - I. The County reserves the right to deny the use of any vehicle supplied by the Operator for public use on the Airport. Notice of such denial shall be submitted to the Operator by the Airport Director in writing with the reasons therefore, and Operator shall immediately withdraw such unsatisfactory vehicles from service on the Airport.

7. FARES AND SCHEDULES

Operator shall be permitted to set reasonable rates for its services. Fares currently in effect shall be conspicuously posted inside of all taxis/limousines and in the Airport terminal. Said fares shall also be posted in such a way that all passengers may easily distinguish the fare from Hilton Head Island Airport to Port Royal Plantation, Hilton Head Plantation, Shipyard Plantation and Sea Pines Plantation, Rose Hill, Bluffton, Savannah and Beaufort.

Over-charging passengers is grounds for termination.

Operator agrees to meet all scheduled arriving airline flights at Hilton Head Airport with only those vehicles described in paragraph 6 of this Agreement. With each change in airline schedules, a corresponding adjustment is to be made in Operator's schedule. Operator shall maintain a current limousine/taxi schedule at the Administrative offices of Beaufort County.

Upon receipt of a written petition to the County from one or more scheduled passenger airlines certificated to serve Hilton Head Island Airport requesting a reasonable change, modification, of improvement in taxi/limousine service, Beaufort County shall inform the Operator in writing, giving details and setting forth any required changes, modifications, or improvements.

8. PERSONNEL

All drivers shall be employees or agents of the Operator and shall be fully competent, experienced, and properly licensed as required by the State of South Carolina and the Town of Hilton Head. They will obey all traffic laws and regulations.

All drivers will at all times be under the direction of the Operator, who will be solely responsible for their conduct and performance. Drivers shall conduct themselves with courtesy and dignity and with the public interest of primary importance.

Drivers shall not use terminal public space as a lounge or rest area.

The Operator shall be held fully responsible for the conduct of all persons in his employ and shall maintain a close check over all employees to insure the maintenance of a high standard of service to the public. No employee shall behave in or about the Airport's premises in a loud, boisterous, offensive, or otherwise improper manner.

Operator's employees shall be neat, clean, properly attired, and present a professional appearance. Employees may wear distinctive uniforms. However, such uniformed personnel will not be used to attract attention or solicit passengers to Operator's vehicles. Notice will be given of employee misconduct by hand delivery to owner's agent and via fax, e mail and/or certified mail.

The Operator shall be required to remove from service any employee whose conduct the County or Airport Director feels is detrimental to the best interest of the Airport.

9. SOLICITATION OF BUSINESS

Operator agrees not to actively solicit business in any way in or around the terminal area. Fare pick is first come, first served.

Drivers shall be restricted to an area close to their vehicles as mandated by the public service commission rules.

The Operator shall not use or cause to be used the Airport Public Address System for solicitation of business or for any other reason whatsoever.

10. PERMITS AND LICENSES

Operator agrees to conduct its business in accordance with all Federal, State of South Carolina, and Town of Hilton Head Island laws and County ordinances and shall have all

required licenses and permits. Any change to operating license, permits etc. will require a new permit.

11. HOLD HARMLESS AND INSURANCE

It is expressly understood and agreed that Operator is and shall be responsible to all parties for all acts or omissions, and Beaufort County and its officers and employees shall in no way be responsible therefore. Operator agrees to fully indemnify and save and hold harmless Beaufort County and its officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damages or injuries to person or property caused by the fault or negligence of Operator, its agents, or employees, arising out of the conduct of Operator or its agents or employees, or arising out of the use or occupancy of Airport buildings or property by Operator, its agents or employees or assume, without expenses to Beaufort County, its officers or employees, the defense of any such claims or actions. Beaufort County shall give to Operator prompt and reasonable notice of any such claims or actions or suits by certified mail.

The Operator shall carry public liability and property damage insurance in the minimum amounts and sums as follows:

Public Liability:	\$100,000 each person
	\$300,000 each occurrence Property
Damage:	\$50,000 each occurrence

- A. In all the insurance carried by the Operator under the terms of this Agreement, Beaufort County, its officers, agents, and employees will be named as additional insured with a provision that the County must receive thirty (30) days notice in writing prior to the cancellation of such insurance. Cancellation of insurance is cause for termination until insurance is reinstated.
- B. The Operator shall furnish to the County, before beginning operations under this Agreement, Certificates of Insurance showing that the Operator has all insurance coverage required. Such Certificates shall also be accompanied by a statement from each insurance company stating that said company is authorized and properly licensed to do business in the State of South Carolina and the Town of Hilton Head Island.

12. RULES AND REGULATIONS

Operator agrees that he and his agents and employees will comply with the rules and regulations of Beaufort County and all directives, memoranda, and policies as promulgated from time to time by the County or Airport Director (See Taxicab Rules attached).

13. REPAIRS AND MODIFICATIONS

Operator shall repair promptly and at no cost to the County any damages to property on Hilton Head Island Airport which have been attributed to or caused by the Operator, his employees, agents, or representatives.

No changes, modifications, or repairs may be made to any leased area without the prior written consent of the Airport Director.

14. TERM

The primary term of this agreement will be for one (1) year only and will become effective on 1 July 2024, and expire, 30 June 2025, unless terminated sooner by either party hereto as hereinafter provided.

15. ASSIGNMENT

This Agreement and the permits issued herein shall not be assigned in any way under any circumstances, including, but not limited to the sale or transfer of stock of the company who is the Operator and owns the permits under the terms and condition of this Agreement.

16. COUNTY'S RIGHT TO CANCELLATION

The county will have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:

- A. The filing by or against the Operator of any petition of bankruptcy, whether voluntary or involuntary.
- B. The making by the Operator of an agreement for the benefit of creditors shall constitute a breach of the concession agreement, and thereupon the Agreement shall become null and void, and no benefits there under shall pass to any assignee to or transfer thereof.
- C. The abandonment or discontinuance of the operations and services by the Operator.
- D. The failure of the Operator to keep required insurance in force.
- E. The non-payment of any fees and rents due the County continuing for seven (7) days from the date written notice has been sent to the operator by the County/Airport Director.
- F. The presentation to the County of any checks by the Operator that are returned for insufficient funds.
- G. Two or more complaints are received concerning overcharging, cleanliness of equipment, behavior of Operator or his employees, or inadequate performance and these complaints have been substantiated by proper authority.
- H. The failure to procure insurance in the amount required or cancellation of insurance required under section 11.
- I. The failure of the Operator to perform, keep or observe any other of the terms, covenants, and conditions of the Agreement, excepting those specifically listed above, required on the part of the Operator to be performed, kept, or observed after the expiration of ten (10) days from the date written notice has been given to the Operator by the County/Airport Director to correct such default or breach.

17. OPERATOR'S RIGHT TO CANCELLATION

The Operator shall have the right, upon thirty (30) days written notice to the County, to terminate the Agreement at any time after the occurrence of one or more of the following events:

- A. If for any reason Operator is deprived the use of the airport or a major portion of the taxi/limousine facilities for thirty (30) days or more.
- B. Issuance by any court of competent jurisdiction of any injunction in any way restricting the use of the Airport for Airport purposes and remaining in effect, whether permanent or temporary, for a period of thirty (30) days.
- C. The assumption by the United States Government and the authorized agencies thereof or any other governmental agency of the operation, control or use of the Airport facilities. Or any substantial part or parts thereof in such a manner as to substantially restrict for a period of thirty (30) days or more the conduct of the Operator's business thereto.
- D. A breach by the County of any of the terms and covenants or conditions within this Agreement and the failure of the County to remedy such breach for a period of fifteen (15) days after receipt of written notice from the Operator of the existence of such breach.

18. DEFAULT OF WAIVER

No default or waiver by the County of any of the terms, conditions, covenants, agreements hereof to be performed, kept, or observed by the Operator shall be construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions, and agreements, herein contained to be performed, kept, or observed by the Operator, and County shall not be stopped from later enforcing any of the terms and conditions of this Agreement.

19. COMPLAINTS BY THE PUBLIC

Complaints by the public or other Airport service personnel concerning Operator's services may be grounds for termination or suspension of this Agreement as provided in Paragraph 16(g). The County shall not be responsible for resolving such complaints as may be received concerning Operator's fares, services, conduct, reservations, policies, etc. Such complaints will be forwarded to the Operator, who will be responsible for their resolution.

20. GRANT AGREEMENTS

The Airport is subject to the County's assurance made to guarantee the public use of the Airport pursuant to grant agreements between the County and the United States of America. The County represents that none of the provisions of this Agreement violate any of the provisions of any of those agreements.

21. RIGHT TO DEVELOP AIRPORT

The County reserves the right to further develop or improve the Airport and all landing areas, taxiways, and terminal areas as it may see fit; provided, however, that such development or improvement does not adversely affect Operator's rights and duties under this Agreement.

22. SUBORDINATION OF AGREEMENT

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or its boards, agencies, counties, or instrumentalities relative to the operation or maintenance of the Airport, the execution of

which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport.

23. NON-DISCRIMINATION

The Operator, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.
- D. That in the event of a Breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

This provision shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

24. GENERAL PROVISIONS

- A. South Carolina Law: This Agreement has been made and shall be construed in accordance with the laws of the State of South Carolina.
- B. Headings: The headings contained herein, are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

25. NOTICE

Any Notice required or permitted under this Agreement shall be deemed duly given when mailed by certified mail or registered mail addressed to the County or Operator, respectively, at the addresses hereinafter shown or at the addresses hereafter specified in writing, postage prepaid, and deposited in any United States Post Office.

The address of the County/Airport is:
County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

The address(es) of the Operator is/are:

Mail: _____

Physical: _____

Phone: _____

E Mail _____

WITNESS

COUNTY ADMINISTRATOR
BEAUFORT COUNTY

DATE _____

WITNESS

OWNER , S & J Expressway

DATE _____

EXHIBIT I

CHAPTER 3 VEHICLES

FOR HIRE

SEC.10-3-10 Applicability:

Any Company owner engaged in the business of offering vehicles for hire as defined in section 10-3-20 shall be subject to the provisions of this chapter. Other kinds of vehicles for hire, including, but not limited to animal-drawn vehicles, shall not be permitted.

(Ord. No. 85-16, § 1, 8-19-85; Ord. No. 97-12, § 1, 5-6-97)

SEC. 10-3-20. Definitions.

The following definitions shall apply in this chapter:

(1) *a vehicle for hire* is defined as any of the following:

- a. *Limousine*: A “limousine is a passenger carrier utilizing luxury vehicles equipped to carry up to fifteen (15) passengers and operates on a contract basis with customers for use of the vehicles for a specified time period and does not operate on a per trip basis. A “limousine” includes town cars and luxury sport utility vehicles.
- b. *Shuttle service*: Service using any type of motor vehicle, including, but not limited to vans and buses, which operates on a predetermined route and/or a regular schedule, or both, for the conveyance of passengers,
- c. *Taxicab*: Any Motor vehicle engaged in the business of carrying passengers for hire or offering to carry passengers for hire and subject to the regulations of this chapter, and which operates on a per trip basis from point to point.
- d. *Tour bus*: Any large motor coach, exclusive of interstate carriers, with a seating capacity of not less than ten (10) and primarily engaged in the business of conveying passengers for sightseeing purposes along predetermined routes.
- e. *Van*: Any motor vehicle other than a sedan-type vehicle with a designated seating capacity of not less than five (5) and not more than fifteen (15) passengers which operates as a courtesy vehicle at no charge to the passenger.

(2) *Owner*: Any individual, firm, partnership or corporation in charge or control of a business operating vehicles for hire.

(3) *Driver*: Any person who actually drives the vehicle for hire whether an employee of the owner, a lessee of the owner, an independent contractor driving for the owner or any other person driving for the owner.

(Ord. No 85-16, § 1,8-19-85; Ord. No. 97-12, § 2, 5-6-97; Ord. No. 07-12, § 1,4-3-07)

SEC. 10-3-30 VEHICLE FOR HIRE COMPANIES; LICENSE:

Each individual or company desiring to engage in the business of offering vehicles for hire within the Town shall first secure a Town business license as required by this title. No additional permits or licenses shall be required by the Town for the operation of such business. Upon submission and satisfactory review by the Town of the information required by this chapter, the

Town business license clerk shall issue an appropriate sticker for each vehicle used in the business to be placed on the driver’s side front window as evidence of compliance with the requirements of this chapter.

(ORD. NO 85-16,1, 8-19-85)

SEC. 10-3-40 REQUIRED COMPANY AND DRIVER INFORMATION:

The following information shall be submitted to the Town business license clerk at the time of business license application and it shall be the responsibility of the owner or manager of the vehicle for hire Company to regularly update such information:

- 1) Proof of ownership or lease status for each vehicle.
- 2) South Carolina registration information and license plate number for each vehicle.
- 3) Proof of current South Carolina inspection for each vehicle.
- 4) Name, home address, phone number and social security number for each driver.
- 5) Valid current driver's license number and state of issuance for each driver.

(ORD. NO 85-16, 1, 8-19-85)

SEC. 10-3-50 INSURANCE:

Each vehicle for Hire Company shall maintain regular office hours, a listed public phone number and sufficient off-street parking at or near the business office of such company. Each vehicle for hire Company shall make available copies of the daily trip sheets or books kept by the drivers upon request of the town business license clerk, Each vehicle shall be required to have a properly charged minimum two and one-half (2 ½) pound ABC fire extinguisher. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-70 TAXICAB REQUIREMENTS:

Any individual or company engaged in the business of offering taxicabs for hire shall:

- 1) Have the name of the company and telephone number, conspicuously displayed, on both sides and trunk of each taxi.
- 2) Have a schedule of rates and the name of the owner or manager and telephone number of the company office posted inside each taxi in a location visible to passengers.

SEC. 10-3-80 COMPLAINTS:

Any Complaints regarding a business regulated under this chapter shall be submitted in writing to the town business license clerk. (ORD. NO. 85-16, 1, 8-19-85)

SEC. 10-3-90 ENFORCEMENT

In addition to any other penalties provided in this municipal ordinance, the Town manager is authorized to suspend the business license of any vehicle for Hire Company which has violated any of the provisions of this chapter.

(ORD. NO. 85-16, 1, 8-19-85)

REVISION 7/31/08

**BEAUFORT COUNTY COUNCIL
HILTON HEAD ISLAND AIRPORT**

TAXICAB RULES

The following rules shall apply to the operation of taxicabs and conduct of drivers at the Hilton Head Island Airport.

Rule 1 Permitted Locations:

Taxicabs in service will be permitted to park or stand on Airport premises in the following locations only:

- A. In the taxicab staging area designated by the Airport Director.
- B. In the four ready spaces designated for taxicab use by the Airport Director.
- C. At the curbside adjacent to the terminal building for only such time as is reasonably necessary to unload passengers and baggage.

Taxicabs parked or standing in places other than listed herein will be removed and stored at the owner's expense.

Rule 2 Attending Vehicle

- A. The driver of every taxicab in a ready parking space shall remain within his or her vehicle at all times, except for visits to the restroom.
- B. The driver of every taxicab in the staging area will either remain with the vehicle, or in the building located by the staging area except for visits to the restroom located in the lobby area, or to use the telephone. Drivers who leave the staging area for other purposes shall remove their vehicles from the staging area.

Rule 3 Vehicle Maintenance

Except for emergency repairs necessary to render a vehicle operational, no driver may perform maintenance on taxicabs situated in the ready parking spaces or the taxicab staging area. Hoods and trunk lid will remain closed at all times. Tune-ups, oil changes, tire repairs, and all other similar maintenance activities, whether major or minor in scope, will not be permitted in the ready parking spaces or the taxicab staging area.

Rule 4 Staging area

The staging area and the taxicab building are provided by the Airport for the use and convenience of drivers waiting to pick up passengers departing the terminal buildings. Littering, loud and boisterous activity, horseplay, and the loud playing of radios, tape recorders, televisions, and other instrumentalities are prohibited. Drivers are responsible for the care, appearance and policing of the taxicab staging area.

Rule 5 Rates

Fares charged to passengers for trips from the airport shall be as follows:

A. Flat Rates are set to specific areas of the County and may not exceed rate listed. Driver has the option of reducing the fare charged at his discretion.

(1) The taxicab rate card will be prominently displayed on the back of the front seat for passengers riding in the rear of the taxicab.

(2) The taxicab rate card will be prominently displayed on the dash for passengers riding in the front seat of the taxicab.

Rule 6 Collection of Fares

It shall be a violation of these rules for a driver to charge or collect a fare which is more than the rate authorized by these rules.

Rule 7 Dress, Demeanor and Conduct of Drivers

A. Each driver operating a taxicab at the Airport shall be fully dressed, including shirt or blouse, trousers or skirts, proper footwear and present and maintain at all times a clean and neat appearance.

B. No driver of a taxicab shall use or have in his possession a lighted cigarette, cigar or pipe, nor chew tobacco, use snuff, or consume food or drink while transporting any passengers in the vehicle without the consent of the passengers therein.

C. Unless previously engaged, no driver shall refuse to transport an orderly person upon request.

D. Drivers shall not solicit passengers for taxicab transportation, or in any manner annoy, harass, or obstruct the movement of any person on Airport premises. Profanity of any kind will not be used in the presence of the general public, taxicab customers or Airport employees.

E. No knives, firearms, clubs, or weapons of any type will be permitted in the taxicabs or carried by the driver.

G. **Drivers will not sleep in vehicle.**

Rule 8 Order of Movement

Taxicabs will line up in the staging area in order of arrival and will move to the ready area only after an empty space is available.

Rule 9 Required Equipment

In addition to all safety equipment required by law, each licensed taxicab shall at all times be equipped with the following:

- A. All safety devices required by the laws of the State of South Carolina, and by the ordinances rules and regulations of the municipality by which the vehicle is licensed.
- B. An approved and operating heater adequate to heat the interior of the taxicab in cold weather.
- C. An approved and operating air conditioner adequate to cool the interior of the taxicab in warm weather.
- D. A passenger compartment light adequate to illuminate the interior of the passenger compartment of the taxicab, with a switch easily accessible to passengers.
- E. A container approved by the Airport Director for the driver's permit.
- F. A container approved by the Airport Director for displaying the rate cards.

Rule 10 Each vehicle operating at the Airport shall be kept and maintained at all times according to the following standards:

A. CONDITION OF VEHICLES

- 1. No dents more than four (4) inches in diameter.
- 2. No rust spots which cannot be covered by a coin the size of a quarter.
- 3. Vehicle colors must be uniform and in the scheme on file in the Airport Director's office.
- 4. Proper lettering (professionally painted), proper color, not faded and clearly legible.
- 5. All required SC safety equipment in working condition.
- 6. Proper top light (no cracks and in working condition).
- 7. Tires to be 2/32" tread or more.

B. INTERIORS

- 1. All upholstery and interior surfaces to be clean and serviceable. In addition, the following applies:
 - A. Carpet – No tears more than three (3) inches no more than one in front and one in the rear.
 - B. Dash – Rear deck-door panels – armrest – no tears more than one (1) inch.
 - C. Seats – no visible sag, no tears more than one inch no exposed padding or springs; must be mounted tightly so as not to slip or slide. (Maximum two (2) tears - one in front and one in back.)
- 1. Vehicle must be maintained at all times.
- 2. Vehicle must be kept clean, inside and out, at all times. No loose debris, leaves, trash, grease or other objects at any time to be in vehicle.
- 3. Regardless of age, Operator must maintain the general appearance of the vehicle.
- 4. Vehicle must not make inspector and/or passenger nervous, uneasy or afraid to ride in the vehicle because of its appearance, condition, or cleanliness at any time.
- 5. Critique forms to be mounted in each cab so passengers will have an opportunity to evaluate the cab and driver.
- 6. The space saver spare tire will only be used during emergency operations and not for transportation of passengers unless the regular tire fails during the delivery of a passenger.

D. Headliner no tears more than one inch (1”), no visible sags.

2. Lights and gauges all in working condition.

a. Air conditioning and heating must work as designed; cool in summer, heat in winter, vent(s) operable, thermostat able to control temperature.

3. Trunk must be clean; free of grease and dirt to prevent soiling of bags and luggage.

C. MECHANICAL

1. Engine

a. No visible smoke from exhaust after five minutes of operation

b. No visible smoke from engine compartment or below vehicle.

c. Operation must not give vehicle visible vibrations.

2. Transmission must work as designed in all positions.

3. Doors and windows must work as designed, not leak and have all hardware.

4. Interior must not leak

5. Trunk must work as designed, not leak and have designed spares and equipment such as spare tire, tire tools, jack and jack plate.

D. STEERING

1. Alignments as necessary

2. Power system, if installed, must be in working condition and have no leaks.

E. BRAKES

1. Brake system must have no leaks and brakes have no metal-to-metal contact.

2. Power system, if installed, must be in working condition and have no leaks.

3. Vehicle tracks straight while braking without driver correction.

F. SUSPENSION

1. Springs and shock systems are not broken, do not leak and are securely attached.

2. Vehicle does not bounce more than four times after stopping or starting.



July 2024

Beaufort County Airports Board Members
100 Ribault Road
Beaufort SC 29906

Beaufort Executive Airport (ARW) Hangar Development Funding Options

Background:

In 2021, ARW aircraft activity and tenant growth created the need for addition hangar space. The airport solicited the Beaufort County Architect office to spearhead the project. The past two years demonstrated the complex Beaufort County stormwater policy requirements at ARW. Those requirements, waivers and permits have been addressed and the bid process has begun. Beaufort County offered \$1.5m in ARPA funds towards hangar development and construction.

Issue:

ARW lacks available "T" and Box hangar space to support Beaufort County resident needs. Aircraft owners are forced to choose other airports outside of Beaufort County to house their aircraft which is a loss of fuel revenue for ARW. The Airports Department also lacks funding beyond the ARPA money to complete site and building construction.

Status Report:

Enclosure 1 outlines the approved design drawings for the site and construction of 4 total hangars:

- Hangar 500A consist of a 50' x 50' Box addition on the current 500 series T Hangar section
- Hangar 400 consist of 1 row of 12 nested T hangars
- Hangar 300 consist of 1 row of 8 standard T hangars
- Hangar 200 consist of 1, 120' x 60' Box hangar

Funding Options:

The **total estimated** cost to complete both sitework and construction is \$5.9m. During a meeting with county leadership, airport staff and ARW airport board members, three funding options were discussed to finance the remaining balance.

Options:

- A. This option solicits to the public an offer to purchase, up front, T hangar(s) for \$120k, guaranteeing ownership of personal T hangars on airport property. After the sale the airport would still have an estimated \$1.5m deficit balance remaining.

<u>Funding Sources</u>	<u>Total</u>	<u>Actual</u>
ARPA	\$1.4m	\$1.4m
SCAC 60%	\$1m	\$600k
Sale of T Hangar	\$120k per	<u>\$2.4m Surplus/(Deficit)</u>
		\$4.4m (\$1.5m)

- B.** This option solicits the public, an offer to purchase a license, guaranteeing a T hangar for use after construction and is refundable if the tenant chooses to move in the future. Tenants would still be required to pay a monthly fee. This option provides the airport with usable cash to fund only a portion of the construction and provides monthly revenue for future airport projects.

<u>Funding Sources</u>	<u>Total</u>	<u>Actual</u>
ARPA	\$1.4m	\$1.4m
SCAC 60%	\$1m	\$600k
License Fee	\$60k per	<u>\$1.2m Surplus/(Deficit)</u>
		\$3.2m (\$2.7m)

- C.** This option (preferred) requires a loan from the Beaufort County General fund. The loan would cover the full remaining cost to complete all sitework and construction. It also allows the airport to own the hangars and enjoy the revenues, minus the loan service. A loan offer from Beaufort County provides extremely competitive interest rates, can be paid in full early, and yields appropriate terms.

<u>Funding Sources</u>	<u>Total</u>	<u>Actual</u>
ARPA	\$1.4m	\$1.4m
SCAC 60%	\$1m	\$600k
County Loan	\$3.9m	<u>\$3.9m Surplus/(Deficit)</u>
		\$5.9m \$0 \$0

The following appendix shows a financing scenario with a 2.5 interest rate and a 30-year term. The annual debt service on such a loan would be approximately \$184,917.

Appendix – Estimated Debt Schedule

Annual Amortization Table

Years	Opening Balance	Annual Loan Repayment	Monthly Loan Repayment	Interest Charged	Capital Repaid	Closing Balance	% Capital Outstanding
1	3,900,000.00	184,916.58	15,409.72	96,491.36	88,425.22	3,811,574.78	97.7%
2	3,811,574.78	184,916.58	15,409.72	94,255.23	90,661.35	3,720,913.43	95.4%
3	3,720,913.43	184,916.58	15,409.72	91,962.54	92,954.04	3,627,959.39	93.0%
4	3,627,959.39	184,916.58	15,409.72	89,611.88	95,304.70	3,532,654.68	90.6%
5	3,532,654.68	184,916.58	15,409.72	87,201.77	97,714.81	3,434,939.87	88.1%
6	3,434,939.87	184,916.58	15,409.72	84,730.71	100,185.87	3,334,754.00	85.5%
7	3,334,754.00	184,916.58	15,409.72	82,197.16	102,719.42	3,232,034.58	82.9%
8	3,232,034.58	184,916.58	15,409.72	79,599.55	105,317.03	3,126,717.55	80.2%
9	3,126,717.55	184,916.58	15,409.72	76,936.24	107,980.34	3,018,737.21	77.4%
10	3,018,737.21	184,916.58	15,409.72	74,205.59	110,710.99	2,908,026.22	74.6%
11	2,908,026.22	184,916.58	15,409.72	71,405.88	113,510.70	2,794,515.51	71.7%
12	2,794,515.51	184,916.58	15,409.72	68,535.37	116,381.21	2,678,134.30	68.7%
13	2,678,134.30	184,916.58	15,409.72	65,592.26	119,324.32	2,558,809.98	65.6%
14	2,558,809.98	184,916.58	15,409.72	62,574.74	122,341.84	2,436,468.14	62.5%
15	2,436,468.14	184,916.58	15,409.72	59,480.90	125,435.68	2,311,032.46	59.3%
16	2,311,032.46	184,916.58	15,409.72	56,308.83	128,607.75	2,182,424.70	56.0%
17	2,182,424.70	184,916.58	15,409.72	53,056.53	131,860.05	2,050,564.66	52.6%
18	2,050,564.66	184,916.58	15,409.72	49,722.00	135,194.58	1,915,370.07	49.1%
19	1,915,370.07	184,916.58	15,409.72	46,303.13	138,613.45	1,776,756.63	45.6%
20	1,776,756.63	184,916.58	15,409.72	42,797.81	142,118.77	1,634,637.86	41.9%
21	1,634,637.86	184,916.58	15,409.72	39,203.85	145,712.73	1,488,925.13	38.2%
22	1,488,925.13	184,916.58	15,409.72	35,519.00	149,397.58	1,339,527.55	34.3%
23	1,339,527.55	184,916.58	15,409.72	31,740.97	153,175.61	1,186,351.94	30.4%
24	1,186,351.94	184,916.58	15,409.72	27,867.39	157,049.19	1,029,302.75	26.4%
25	1,029,302.75	184,916.58	15,409.72	23,895.86	161,020.72	868,282.02	22.3%
26	868,282.02	184,916.58	15,409.72	19,823.89	165,092.69	703,189.34	18.0%
27	703,189.34	184,916.58	15,409.72	15,648.95	169,267.63	533,921.71	13.7%
28	533,921.71	184,916.58	15,409.72	11,368.44	173,548.14	360,373.57	9.2%
29	360,373.57	184,916.58	15,409.72	6,979.67	177,936.91	182,436.66	4.7%
30	182,436.66	184,916.58	15,409.72	2,479.92	182,436.66	-	0.0%