

Beaufort County Airports Board

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DAVID NELEMS
RICH SELLS
THOMAS SHEAHAN
BRIAN TURRISI

Airports Director
JON REMBOLD

County Administrator
MICHAEL MOORE

Administrative Specialist ROCIO REXRODE

Physical Address

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Mailing Address

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MEETING ACCESS

MEETING LINK

ID: 161 714 8655 **Passcode:** 791968

Beaufort County Airports Board Agenda

Council Chambers - Administration Building 100 Ribaut Road, Beaufort, SC 29901 Thursday, August 15, 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 JULY 18, 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 GRANT IN THE AMOUNT OF \$448,000 FOR ARW RUNWAY 07/25 REHABILITATION CONSTRUCTION PROJECT VOTE
- **2.** GRANT ACCEPTANCE RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$2,378,106 FOR ARW RUNWAY 07/25 REHABILITATION CONSTRUCTION PROJECT VOTE
- **3.** WORK AUTHORIZATION RECOMMENDATION TO APPROVE TALBERT, BRIGHT, AND ELLINGTON WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN VOTE
- 4. COMMERCIAL OPERATING AGREEMENT RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES VOTE
- 5. RENTAL AGREEMENT RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A RENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICES, INC (UPS) -VOTE
- X. CHAIRMAN UPDATE
- XI. COMMITTEE REPORTS
- XII. CITIZEN COMMENT (Limit comments to three minutes)
- XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, SEPTEMBER 19, 2024, AT 1:30 PM COUNCIL CHAMBERS, 1 TOWN CENTER COURT, HILTON HEAD, SC 29928

MINUTES

Beaufort County Airports Board

July 18, 2024 | 1:30 pm | Meeting called to order by Chairman Chris Butler Video and Transcript

ATTENDANCE

Present: Chris Butler, Jim Starnes, Howard Ackerman, Leslie Adlam Flory, Anne Esposito, Brian Turrisi, Mark Bailey, David Nelems, and Rich Sells

Absent: Nick Mesenburg and Thomas Sheahan

County Staff: 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 July 18, 2024, BCAB meeting agenda. Howard Ackerman seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

David Nelems made a motion to approve the June 20, 2024, meeting minutes. Jim Starnes seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were no Public Comments

DIRECTOR'S REPORT

• **DEPARTMENT UPDATE:**

New Staff - Mark O'Brien: Steve Parry informed that HXD has a new staff member. Parry mentioned that Mark was hired for a full-time position as a Maintenance Tech. He is a 12-year Marine veteran and has experience in HVAC and electrical work.

Beaufort Water Festival: Parry noted that the ARW was a Beaufort Water Festival sponsor.

ARFF Training: Parry mentioned that the ARFF conducted a "Plane Down" simulation during their regular scheduled training.

Chase Driver's License: Parry announced that our young volunteer Chase got his driver's license and will investigate job opportunities at the airport.

Terminal Updates: Parry described the lane shift at the terminal. He said this is a temporary traffic flow to feed people to the current arrivals and departures lane. He stated that it is challenging, but

things are running fairly smoothly even though it is a temporary solution to lay the facilities in front of the terminal. He mentioned that most of the slab is finished and that the steel is on-site and ready for the contractor to begin erecting it.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF \$825,757 FOR AIRPORT LAYOUT PLAN UPDATE (HXD)

Rich Sells made a motion to approve a recommendation to accept the FAA BIL AIG grant in the amount of \$825,757 for HXD Airport Layout Plan Update. Howard Ackerman seconded the motion. All were in favor and the motion passed.

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)

Rich Sells made a motion to approve a recommendation to accept the FAA AIP grant in the amount of \$325,769 for St. James Baptist Church Relocation Environmental Documentation Phase I. Jim Starnes seconded the motion. All were in favor and the motion passed.

3. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT SCAC 24-0XX GRANT IN THE AMOUNT OF \$750,000 FOR AIRPORT TERMINAL PROJECT (HXD)

Howard Ackerman made a motion to approve a recommendation to accept the SCAC 24-0XX grant in the amount of \$750,000 for Airport Terminal Project (HXD). Brian Turrisi seconded the motion. All were in favor and the motion passed.

4. RESOLUTION - RECOMMENDATION TO APPROVE A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND STEVENS AEROSPACE AND DEFENSE SYSTEMS Brian Turrisi made a motion to approve a recommendation to approve a Non-Tenant Commercial Operating Agreement between Beaufort County and Stevens Aerospace and Defense Systems. Rich

5. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND APPLE TRANSPORTATION

Sells seconded the motion. All were in favor and the motion passed.

Rich Sells made a motion to approve a recommendation to approve a Letter of Agreement between Beaufort County and Apple Transportation. David Nelems seconded the motion. All were in favor and the motion passed.

6. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND FERGUSON TRANSPORTATION

Rich Sells made a motion to approve a recommendation to approve a Letter of Agreement between Beaufort County and Ferguson Transportation. David Nelems seconded the motion. All were in favor and the motion passed.

7. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND NATIVE ISLANDER'S TRANSPORTATION

Howard Ackerman made a motion to approve a recommendation to approve a Letter of Agreement between Beaufort County and Native Islander's Transportation. Jim Starnes seconded the motion. All were in favor and the motion passed.

8. RESOLUTION - RECOMMENDATION TO APPROVE A LETTER OF AGREEMENT BETWEEN BEAUFORT COUNTY AND S & J EXPRESSWAY TAXI

Leslie Flory made a motion to approve a recommendation to approve a Letter of Agreement between Beaufort County and S & J Expressway Taxi. Brian Turrisi seconded the motion. All were in favor and the motion passed.

9. RECOMMENDATION TO APPROVE ARW HANGAR PROJECT DESIGN

Jim Starnes made a motion to approve a recommendation to approve ARW Hangar Project Design. Rich Sells seconded the motion. All were in favor and the motion passed.

10. RECOMMENDATION TO APPROVE ARW HANGAR PROJECT FUNDING

David Nelems made a motion to approve a recommendation to approve ARW Hangar Project Funding Option C (Borrow funds from the County and pay them back). Brian Turrisi seconded the motion. All were in favor and the motion passed.

CHAIRMAN UPDATE

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. There was a consensus to suspend this committee.

3. Passenger Service Committee

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

Howard Ackerman informed that the Ambassadors Program is going great and that it helps the LEOs not be burdened with small questions like the bathroom locations.

4. ARW Facilities Use and Improvement Committee

Members: Chris Butler (Chair), Mark Bailey, David Nelems, Jim Starnes, and Nick Mesenburg
The Committee had nothing new to report this month. They will keep the board informed of any
new developments.

5. The HHI Airport Improvement Committee (HXD)

Members: Brian Turrisi (Chair), Howard Ackerman, Rich Sells, Chris Butler, and Anne Esposito Turrisi mentioned that based on the monthly reports, total operations are on a downward trend. The Board requested the operations numbers before the pandemic be provided.

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

The motion to adjourn was made at 2:47 p.m. It passed unanimously.

NEXT MEETING

August 15, 2024 | 1:30 pm

Beaufort County Council Chambers, 100 Ribaut Road, Beaufort, SC.

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA BIL AIG GRANT IN THE AMOUNT OF \$448,000 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/05 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% (\$448,000) of the total project cost, SCAC will fund 5% (\$24,889), and airport operations will find 5% (\$24,889).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of \$448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA BIL AIG Grant in the amount of \$448,000 for ARW Runway 07/05 Rehabilitation (Construction) contingent upon final FAA offer.

Move forward to Council for approval on September 9, 2024

ITEM TITLE:

RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$2,378,106 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) CONTINGENT UPON FINAL FAA OFFER

MEETING NAME AND DATE:

Public Facilities and Safety Committee; August 19, 2024

PRESENTER INFORMATION:

Jon Rembold; Airports Director

3 minutes

ITEM BACKGROUND:

This grant will fund the ARW Runway 07/25 Rehabilitation (Construction) project.

Beaufort County Airports Board approved the proposed resolution to accept the funding during its regular meeting on August 15, 2024.

PROJECT / ITEM NARRATIVE:

This project includes the construction and construction administration services to rehabilitate Runway 07/25 at ARW. Pavement maintenance is one of the guarantees the County makes to the FAA when accepting grant funds. A recent pavement analysis found that the runway needs rehabilitation. This project addresses that need and satisfies the FAA requirement.

FISCAL IMPACT:

The FAA will provide 90% (\$2,378,106) of the total project cost, SCAC will fund 5% (\$132,117), and airport operations will fund 5% (\$132,117).

Grant Expenditures - GL Code 5102-90-0000-57130 (This line item provides initial funding since all grants are reimbursable)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends acceptance of FAA BIL AIG Grant in the amount of \$2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny acceptance of FAA AIP Grant in the amount of \$2,378,106 for ARW Runway 07/25 Rehabilitation (Construction) contingent upon final FAA offer

Move forward to Council for approval on September 9, 2024

HILTON HEAD ISLAND AIRPORT HILTON HEAD ISLAND, SOUTH CAROLINA AIRPORT LAYOUT PLAN UPDATE WORK AUTHORIZATION 23-01 July 23, 2024

PROJECT NO.: TBI NO. 2119-2301

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

<u>Description of Work Authorized:</u> This scope of services identifies requisite elements necessary to prepare a Master Plan Update report, Airport Layout Plan (ALP) drawing set, and 18B survey for the Hilton Head Island Airport (the Airport or HXD). By completing this scope of work, the documents required for Federal Aviation Administration (FAA) review and conditional approval of future airport development plans will be created.

This update will follow guidelines contained in, but not limited to, the following:

- Advisory Circular (AC) 150/5070-6B Airport Master Plans (Change 2, January 27, 2015)
- AC 150/5070-6B Airport Master Plans, Chapter 10 "Airport Layout Plan" (Change 2, January 27, 2015)
- AC 150/5070-6B Airport Master Plans, Appendix F "ALP Drawing Set" (Change 2, January 27, 2015)
- ARP SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (October 1, 2013)
- ARP SOP 3.00, (Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)
- AC 150/5300-13B Airport Design (March 31, 2022)
- AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (September 15, 2007)
- AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys (September 30, 2011)
- AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards (Change 1, February 24, 2014)
- Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006)

- Order 1050.1F Environmental Impacts: Policies and Procedures (July 16, 2015)
- 1050.1F Desk Reference (July 16, 2015)
- Noise Control and Compatibility Planning for Airports APP–600
- Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects AC 150/5100-17 (Change 6, November 7, 2005)

and will identify improvements necessary to accommodate aviation activity 20 years into the future. An ALP drawing set and Master Plan narrative report will be the final products of this study.

The Master Plan will explain the reasoning behind and the important features of the ALP drawing set and document the planning standards used. The Master Plan narrative report will consist of the following sections:

- Inventory
- Critical Aircraft Determination and Design Requirements
- Facility Requirements
- Alternatives Analysis
- Environmental Inventory
- Airport Layout Plans
- Capital Improvement Plan

The scope of services for this ALP Update are outlined below as elements of work and are described in more detail FAA AC 150/5070-6B, Airport Master Plans (Change 2, January 27, 2015).

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.

Talbert, Bright & Ellington, Inc. (TBE) proposes the following scope of services for the ALP update.

TASK 1: PRELIMINARY PROJECT SCOPING

Negotiation of the scope of services and budget for the preparation of the airfield development alternatives analysis for the Hilton Head Island Airport

TASK 2: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with Beaufort County (County) and the Airports Director, in order to create a flow chart of activities and a milestone schedule. These two items will provide the Airport and Talbert, Bright & Ellington, Inc. (TBE) with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTIONS:

1. For budgeting purposes, it was assumed that the project should take 16 months, not including review by County, FAA, and South Carolina Aeronautics Commission (SCAC).

DELIVERABLES:

1. A flow chart of activities and milestone schedule.

TASK 3: PUBLIC INVOLVEMENT AND PUBLIC RELATIONS

Task 3 includes means with which to effectively communicate with the public. It includes public information meetings. The goal of this task is to effectively reach out to the community so that TBE can move through the process expeditiously while providing the public opportunities to fully participate in this process.

• Public Outreach Techniques:

 ALP Advisory Committee – The ALP Update Advisory Committee (which will consist of members chosen by the Airports Director) will provide information to and solicit input from the public regarding aspects of the future development of HXD.

The Committee will identify various stakeholders (business leaders, schools, churches, environmentalists, residents, landowners, politicians, etc.) and meet with them to discuss the project. These meetings will provide an opportunity for stakeholders to be engaged throughout the entire process and provide perspectives that represent the region. It is anticipated that meetings will occur throughout the life of the project. TBE will provide the Committee with technical support and presentation materials, including brochures and a PowerPoint presentation to utilize at periodic meetings.

ASSUMPTIONS:

- 1. One (1) preliminary analysis session with the Advisory Committee to determine the future development potential for the Airport.
- 2. It is anticipated that the FAA will attend at least one meeting; however, meeting summaries and copies of all presentation materials will be provided to the FAA throughout the project.
- 3. Committee meetings will be held every six (6) weeks, throughout the 16-month project. This is exclusive of Airport, County, and FAA review.
- 4. One PowerPoint presentation will be prepared and updated with current information, with no more than two (2) updates for presentations.

DELIVERABLES:

- 1. PowerPoint presentations with updates, not exceeding two (2) times.
- 2. A total of 288 handouts (minimum of 18 per meeting) with various versions will be provided for each meeting.
 - Public Information Meetings Three public information meetings will be scheduled during development of the ALP Update. These meetings will occur at:
 - The beginning of the ALP Update
 - Alternatives development
 - Prior to final submittal to FAA for review

The meetings will utilize an informal/open house format for a period of three hours to maximize the opportunity for interested citizens to participate. The meetings will be publicized via the Beaufort County web site and media. TBE will provide handouts, display boards, sign-in sheets, and comment forms, as well as a recorder for oral comments.

ASSUMPTIONS:

- 1. Three (3) public information meetings will be conducted
- 2. Three (3) Consultant team members will attend the meeting.
- 3. The Airports Director will handle meeting logistics (location, advertising for meetings, etc.).

DELIVERABLES:

- 1. Handouts (300 hundred), displays (maximum of three [3]), sign-in sheets, comments forms (300 hundred)
- 2. A summary of the meeting, copy of comments received, and transcript of recorded comments.

Communication Tools:

Beaufort County Web Site – The Beaufort County web site will be updated periodically to provide information regarding the progression of the ALP Update. Public meeting times and location, as well as updated information will be prepared by TBE and provided to the Beaufort County to be formatted for the web site.

ASSUMPTION:

1. The Airports Director will develop, update, and maintain the web site with material provided by TBE.

DELIVERABLE:

Web site updates (not to exceed five [5]).

TASK 4: EXISTING CONDITIONS

Pertinent data from the FAA, SCAC, and other available sources will be collected and compiled. This will include both data relative to Hilton Head Island Airport and the surrounding community (such as land use plans and zoning regulations).

A portion of the inventory section will be devoted to identifying the existing physical facilities at the airport. Inventories within the current boundaries and the vicinity of HXD. These inventories will identify all buildings describe the quality, type, dimensions, condition, and adequacy of these facilities, including noted deficiencies.

Physical On-Airport Inventory Analysis:

- Airport Mapping Update existing mapping with as-built information from previous projects since last ALP was completed. Include GIS quality aerial plannimetrics to supplement existing mapping. An update of the HXD ALP drawing set will be initiated at this point to quantify and support inventory findings.
- <u>Airfield and Terminal Area Infrastructure and Facilities</u> Review existing airport facilities and include a brief description of their characteristics in regard to type, adequacy of sizes, capacities, and condition. The review will consider the principal airfield facilities (runways, taxiways, instrument approach procedures, NAVAIDS), terminal complex facilities, airport lighting systems, aviation fuel storage, buildings, structures, support equipment, and access points.
- <u>Landside Facilities</u> The on-airport landside transportation system will be reviewed for general aviation facilities and commercial operations. Both the infrastructure system,

such as roads and parking lots, parking decks and services, such as rental cars, commercial vehicles, and taxis, will be assessed.

- Parking Analysis The purpose of the parking analysis is to determine:
 - How much parking is available
 - How much parking is utilized
 - Does the demand exceed the capacity

• Off-Airport Inventory Analysis:

- <u>Land Use Planning</u> Off-airport land use plans will be reviewed to evaluate recent growth trends and airport interactions with existing and planned developments.
- Ordinances Existing regulations and ordinances (zoning, land use controls, development regulations, airport regulations, and minimum standards) that could affect aeronautical activity will be reviewed. The existing and future adequacy of land use controls to protect the integrity and safety of airport operation will be identified.

ASSUMPTION:

- 1. Work with the Town of Hilton Head Island to address the airport overlay district and creation of special airport zoning district with regards to tree removal and mitigation.
 - Wind Data Existing wind information obtained from previous HXD AMP will be utilized. Wind observations will be tabulated for all-weather and instrument conditions, and wind roses will be prepared to indicate crosswind coverage for the 10.5-, 13-, 16-, and 20-knot components.

ASSUMPTIONS:

2. Survey data will consist of typical planimetric features and 5-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.

TASK 5: AVIATION FORECASTS

The purpose of this task is to prepare forecasts of aviation demand at HXD for the short (0-5 year), intermediate (6-10 year), and long-range (11-20 year) planning periods. Forecasts are time-based projections used to provide a "reasonable expectation" for anticipating potential airport activity and serve as a guide in determining required airport infrastructure, equipment and service needs. The relationship between activity and projected demand identifies the type, extent and timing of future airport improvements. In addition, these forecasts are used to evaluate airport capacity characteristics, potential environmental effects, and evaluating the feasibility of airport development alternatives, including probable costs.

Preparation of the forecasts involves evaluation of existing forecast information, independent statistical projections derived from inventory data, and the use of informed professional judgment to realize the highest level of forecast confidence. The forecast methodology must employ certain conditions, whether an occurrence of past trends or an assumption of future internal and external factors which might reasonably be expected to influence projections in a significant or substantial way.

Note: Existing sources of HXD, SCAC, and FAA published aviation activity levels (FAA Terminal Area Forecasts [TAF], FAA Office of Policy and Plans, and State Aviation System Plan) will be appropriately referenced. All elements of the forecasts will be presented to the FAA and SCAC for review and approval. In the event the HXD baseline forecasts are beyond 10 percent of published FAA TAF, documentation will be forwarded to FAA for further assessment.

The following components of aviation demand will be projected for HXD:

• Aircraft Fleet Mix Forecast/Critical Aircraft Forecast: The forecast of aircraft mix is primarily used to determine the critical aircraft, and future airfield design and structural needs, along with considerations for terminal area layout and configuration. Fleet mix will be identified per FAA Airport Reference Code (ARC) classification, as representative of a selected aircraft, or ARC family of critical aircraft. The FAA has established airport design criteria in accordance with the airport's role and ARC designation, which provides minimum safety standards with respect to the performance characteristics represented by the airport's critical aircraft/family. The future critical aircraft will be depicted and described per performance criteria relevant to airport facility requirement considerations. Comparisons will be related to the existing critical aircraft.

ASSUMPTION:

- 1. Only determining the critical aircraft portion of the forecast and will not determine based aircraft, operations, and enplanements as part of the forecast.
- 2. TBE will download TFMSC data (in excel format) for the years January 2018 through 2024.
- 3. The Airports Director will provide TBE with tower counts, as well as enplanement and aircraft type information

DELIVERABLE:

1. Forecasts will be submitted to FAA for approval.

TASK 6: FACILITY REQUIREMENTS

Existing and future critical aircraft anticipated to use the Hilton Head Island Airport over the course of the planning period (20 years) will be identified. This will then provide the airport design standards as defined in the FAA AC 50/5300-13B — Airport Design (March 31, 2022); Federal Aviation Regulation (FAR) Part 77; and other FAA Advisory Circulars and Orders, as appropriate. This element will be critical in the development of the ALP drawing set and will consider the following requirements:

- Runway length
- Wind coverage (to verify appropriate crosswind coverage)
- Runway and taxiway width
- Consideration of pavement needs, and strength required
- All appropriate runway to taxiway design standards
- FAR Part 77 Imaginary Surfaces
- Instrument approach and lighting needs

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space
- Tie-down and transient aircraft apron
- Terminal facilities
- Fuel storage
- Navigational aids
- Weather reporting capability
- Maintenance requirements
- Land acquisition
- Vehicular parking

ASSUMPTION:

Task 6 will not be initiated until approval of the forecasts is received from the FAA.

TASK 7 <u>ALTERNATIVES DEVELOPMENT AND EVALUATION</u>

Based on the HXD's growth and critical aircraft changing from a RDC of C-II to C-III, a maximum of three (3) airport alternative concepts relative to the deficiency in the runway to taxiway separation that is currently 300 feet and should be 400 feet, will be analyzed (including all standards, such as runway safety area, object free area, etc.). These concepts will be reviewed with the County, FAA, and SCAC. TBE will recommend an alternative or combination of alternatives. A preferred development alternative will be selected, approved by the Airport, and incorporated into the ALP to be prepared at a later date.

The development alternatives will be created to identify locations for the parallel taxiways and other FAA standards requirements for a C-III RDC on both sides of Runway 03/21 based on the needs of C-III aircraft. The impacts of the alternatives will be identified, thus providing the technical basis necessary for selecting a preferred development plan, to be depicted on the next ALP.

- Identify Evaluation Parameters the alternatives will be subjected to a detailed evaluation that will permit a comparison of the merits and deficiencies of the physical site factors under consideration. Major factors to be considered in the evaluation include:
 - Ability to serve C-III aircraft each alternative will be evaluated to determine its ability to meet C-III design standards. These evaluations will be performed for each separation and other FAA standards requirements for a C-III RDC and will be aggregated to permit comparison.
 - Land use and environmental compatibility the proposed airfield requirements will be evaluated to determine impacts on land use adjacent to HXD. The analysis of alternatives will reference published FAA land use compatibility policy and standards to identify the level of impacts resulting from each alternative.
 - Development, operating, and maintenance costs order of magnitude cost estimates for the proposed development under each alternative will be prepared.
 These capital cost estimates will provide a general indication of the cost to meet airfield design standards.
- Initial Airport Alternatives Meeting potential options will be developed for accommodating the runway to taxiway separation and other FAA standards requirements for a C-III RDC will be identified. A variety of reasonable alternatives will be considered, generally in the following categories:
 - No-development
 - Expand facilities within existing property boundary
 - Construct new facilities
 - Combination of expanded and new facilities

This process will provide a range of available options that will:

- Provide a baseline scenario if no airfield design standards are met
- Identify site and airfield design standards considerations
- Determine the feasibility for compliance with airfield design standards

A preliminary sketch-type drawing will be prepared to graphically depict each of the candidate airfield design standards layout alternatives. The scaled drawings will show

- existing and proposed airport facilities, as consistent with FAA separation guidelines. The drawings will be included as exhibits in the working paper and final report.
- Alternatives Evaluation both quantitative and qualitative evaluation criteria will be
 identified for analysis application. An evaluation matrix will be prepared to include
 composite rankings of each alternative. The alternatives will be subjected to an evaluation
 and the results presented in a manner that includes airfield design standards comparisons
 and selection of the preferred airfield design standards alternative. It is possible that the
 recommended airfield design standards alternative will be a hybrid of some of the various
 alternatives considered.

ASSUMPTIONS:

- 2. This analysis will only include airfield design requirements and will not include landside development (hangars, etc.).
- 3. No more than three development concepts will be prepared.

TASK 8: RUNWAY PROTECTION ZONE (RPZ) ANALYSIS

Using the runway development alternatives from Task 7, RPZ alternatives development will consider the following:

- Avoidance of introducing the incompatible land use issue within the Runway 03/21 RPZs
- Minimization of impact to land use in the RPZ
- Mitigation of risk to people and property on the ground

ASSUMPTIONS:

- 1. No new runway alignment alternatives will be prepared, the preferred alternative chosen in Task 7 will be evaluated.
 - RPZ Analysis Documentation: The FAA definition of a runway protection zone (RPZ) is a trapezoidal shape formed off the end of a runway and its geometry is a function of the airport's aircraft approach category and approach visibility minimums. The purpose of the Runway Protection Zone (RPZ) is to enhance the protection of people and property on the ground, ideally through fee simple ownership of property within the RPZ. As stipulated in FAA Airport Improvement Program (AIP) Grant Assurance 21 Compatible Land Use for federally obligated Airport Sponsors and FAA AC 150/5190-4B Airport Land Use Compatibility Planning, the FAA expects airport sponsors to have or secure sufficient control of the RPZ. For projects proposed by the sponsor, such as a runway extension, which would result in moving the RPZ into an area that has incompatible land uses, the sponsor is expected to take active steps to prevent or mitigate the new incompatible land uses.

Pursuant to and in accordance with FAA AC 150/5190-4B – Airport Land Use Compatibility Planning, the RPZ alternatives analysis will evaluate the impacts of expanded RPZ areas resulting from the proposed runway extension project and the introduction of new incompatible land uses in these areas. It will identify a full range of alternatives for the prevention and/or mitigation of incompatible land uses in the RPZ, taking into consideration other planned projects on the Airport Layout Plan (ALP) that could further affect RPZ areas in the future. The RPZ Alternatives Analysis will provide a sufficient evaluation of alternatives such that the FAA is able to draw a conclusion about what is "appropriate and reasonable" preventive and/or mitigative action for the sponsor, as required under Grant Assurance 21.

Documentation of the alternatives will include:

- Description of each alternative
- Estimated cost estimates associated with each alternative
- Feasibility of the alternative development, including any environmental considerations
- Identification of the preferred alternative
- Identification of other agencies involved (for alternatives that would notably affect existing right-of-way, easement, or public infrastructure/facility owned by entities other than the sponsor, FAA may require documentation of coordination with the affected agency/entity confirming feasibility)
- Analysis of County control of the land within the RPZ

ASSUMPTIONS:

 It is assumed that the County, FAA, and SCAC will perform concurrent review of the draft documentation.

DELIVERABLES:

- 1. Six (6) copies of Draft Runway 03/21 RPZ Analysis.
- 2. Six (6) copies of Final Runway 03/21 RPZ Analysis.

TASK 9: ENVIRONMENTAL CONSIDERATIONS

A preliminary environmental review will be conducted in accordance with the National Environmental Policy Act (NEPA). This review will include a one-day biological walkover. This environmental review will not be presented for agency approval but is for the purpose of determining that no obvious project showstoppers are present. The study will consider and discuss the impact categories presented in Order 5050.4B — National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects (April 28, 2006), Order 1050.1F —

Environmental Impacts: Policies and Procedures (July 16, 2015), and 1050.1F Desk Reference (July 16, 2015). The categories to be briefly discussed include:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- Department of Transportation Act: Section 4(f)
- Farmlands
- Hazardous Materials, , Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Compatible Land Use
- Natural Resources and Energy Supply
- Noise
- Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks
- Visual Effects
- Water Resources
- Cumulative Impacts
- Irreversible and Irretrievable Commitment of Resources
- Permits

Noise contours will be prepared using the current version of the FAA's Aviation Environmental Design Tool (AEDT). Wetlands delineation and jurisdictional wetlands will be incorporated from local plans and web-based information.

ASSUMPTIONS:

- 1. Beaufort County GIS data (in *.DWG format) will be provided at no cost to the TBE, along with copies of applicable land use and zoning information.
- 2. One onsite visit to the Beaufort County GIS department by two TBE Project Team members is assumed for budgeting purposes.
- 3. Other than the one-day site walkover, no detailed field work will be conducted; all environmental inventories will be through existing data sources and web research.
- 4. No detailed analyses or delineations will be performed.

TASK 10: AIRPORT LAYOUT PLANS

The ALP drawing set will be produced in accordance with FAA AC 150/5070-6B, Airport Master Plans, Appendix F "ALP Drawing Set." All drawings will be prepared in AutoCAD digital drawing format. Shading and other techniques will be used to indicate the phasing of airport improvement projects. The ALP Drawing Set will include topographic information obtained from

SCAC, USGS mapping, and other available data obtained from SCAC, topographic mapping, GIS data, and aerial survey of the approaches and transitional surface. Drawings to be included in the drawing set are as follows:

- Title Sheet
- Airport Layout Drawing
- Terminal Area Drawing
- Inner Portion of the Approach Surface Drawing
- Airport Airspace Drawing
- Land Use Drawing
- Exhibit A Airport Property Map.

ASSUMPTIONS:

- 1. Survey data will consist of typical planimetric features and 2-foot contour interval topographic mapping, as well as approach obstruction mapping provided by TBE.
- 2. The airport boundary in the form of legal description and property plats, as well as when property was acquired will be provided to TBE by the Beaufort County.

TASK 11: CAPITAL IMPROVEMENT PLAN

This task will update the Airport Capital Improvement Plan (CIP) that is submitted to the FAA annually. The CIP lists costs and timeframes of planned improvements at the Hilton Head Island Airport and is required by outside agencies when applying for federal and state funding assistance.

Developments recommended over the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for federal and state funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and SCAC and a 20-year CIP will be included in the Master Plan narrative report.

ASSUMPTIONS:

1. Review of the facilities implementation plan will be part of one of the Committee meetings

TASK 12: 18B SURVEY

- Field Surveys, Obstruction Surveys, Data Collection, and Airport Airspace Analysis in accordance with FAA Advisory Circulars ensuring compatibility with FAA AGIS – This task will include an aeronautical obstruction survey in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and NGS:
 - AC 150/5300-16A General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
 - AC 150/5300-17C Standards for Using Remote Sensing Technologies in Airport Surveys
 - AC 150/5300-18B General Guidance and Specifications for Aeronautical Surveys:
 Airport Survey Data Collection and Geographic Information System Standards

The purpose of this task is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with vertical guidance. This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

• **Verify, Confirm, and/or Capture Aerial Imagery** – Aerial imagery is required for both Quality Control (QC) purposes and efficient feature extraction. TBE will develop a flight plan, coordinate the acquisition of the photography, process and utilize the imagery.

The photography flight crew will collect the imagery as defined in the flight plan. The planned imagery will be collected at 1" = 800' photo scale. After the processing and development of the aforementioned aerial photography, the imagery will be scanned for use in a softcopy environment. The scanned image will be checked for completeness, cleanliness, and image quality at the workstation and will conform to Intel TIFF (continuous tone raster graphics/non-compressed) file format.

The scanned image will then be geo-referenced (aerial-triangulated) in soft-copy format to fix the imagery to real-world coordinates by utilizing the previously established ground control features or targets. Once the imagery is geo-referenced, the stereo models produced will be utilized for topographic/planimetric mapping.

From the aerial photography, TBE will produce the following:

Limited landmark feature planimetric mapping

- Color digital orthophotos with a 1.0' pixel resolution (VG, Approach and Departure Surface)
- Identification and mapping of obstruction obstacles for all of the VG surfaces

TASK 13: MODIFICATION TO STANDARDS

Preparation of modification to standards (MOS) for the current airfield layout:

- Taxiway "F" Taxiway Object Free Area (TOFA)
- Runway 03/21/Taxiway "F" Separation

TASK 14 BUSINESS PLAN

This task will include the development of an Airport Business Plan to help guide the Airport in managing the airport in a financially sound manner. The following items will be reviewed and analyzed:

- Review of Airport leases
- FBO rent and charges
- Parking fees
- Review of historical maintenance costs
- Review of historical operating costs
- Review of airport minimum standards
- Review of TBE's database of other similar size airports rent, maintenance and operating costs
- Review other non-aviation revenue sources

Once the historical revenue and expense costs have been determined and analyzed, budget projections will be made for years 1 to 5. Capital improvement costs generated from Task 11 will also be included along with federal, state, and local participation funding allocations.

TASK 15 PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and a Master Plan narrative report. The drawing set and report will be produced in draft, and final form.

Initial Draft Submittal to HXD, FAA and SCAC

- Two (2) copies of the draft Master Plan narrative report
- Two (2) copies of draft ALP drawing set.

Final Draft Submittal to HXD, FAA and SCAC

- Two (2) color reproductions of final Master Plan narrative report, bound with color laminated cover (1 to FAA and 1 to CITY)
- Two (2) sets of final ALP drawings for approval (1 to FAA and 1 to CITY)

Final Submittal to HXD, FAA and SCAC

- Four (4) color reproduction of final Master Plan narrative report, bound with color laminated cover
- Four (4) sets of final ALP drawings for FAA approval¹
- Two (2) copies of final Master Plan narrative report and ALP drawing set in PDF format to HXD, FAA and SCAC.

Preliminary Schedule

TBE anticipates a three-month project schedule (not including review time by FAA, SCAC and Hilton Head Island Airport). A critical time path report shall be developed prior to starting the project and will be updated on a monthly basis. If any delays are identified by TBE, an action plan will be presented to reestablish the schedule. The following sequence of events provides the framework for the ALP Update schedule:

- FAA, SCAC, and Hilton Head Island Airport Scope of Work approval
- Initial Kickoff meeting
- Concept Development
- Coordination Meeting
- Airfield Design Standards Drawings

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

<u>Cost of Services:</u> The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of <u>\$813,328</u>, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of <u>\$290,350.00</u>. The total value of this Work Authorization shall not exceed <u>\$1,103,678.00</u> without additional authorization

Talbert, Bright & Ellington, Inc.

¹Three (3) Conditionally Approved and stamped complete set (Narrative and ALP Drawing Set) will be sent by FAA to SCAC and Hiton Head Island Airport. FAA will retain (1) complete set.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED: BEAUFORT COUNTY	APPROVED: TALBERT, BRIGHT & ELLINGTON, INC.
Title	Vice President Title:
Date:	Date:
Witness:	Witness:

PROFESSIONAL FEE SUMMARY Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

SUMMARY OF FEES

		E	STIMATED
DESCRIPTION	TYPE OF SERVICE		COST
DIRECT LABOR COST	DIRECT LABOR COST	\$	767,828.00
DIRECT EXPENSES	DIRECT EXPENSES	\$	45,500.00
SUBCONSULTANTS		\$	290,350.00
TOTAL LUMP SUM		\$	1,103,678.00
TOTAL PROJECT		•	1,103,678.00
TOTALTROJECT			1,103,070.00

MANHOUR ESTIMATE Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
								.,
Tools 1 Declinate on Declar Constant								
Task 1 Preliminary Project Scoping 1.1 Develop Project Scope/Contract	2	2	24	2	0	0	0	1
1.2 Coordinate with Subconsultants	0	0	24	0	0	0	0	0
The Coordinate Will Substitution			-	v				
Task 2 Project Management								
2.1 Project Management	40	40	40	2	0	0	0	8
2.2 Subconsultant Coordination	40	40	40	40	0	0	0	8
Trak 1 Dakks Insulances								
Task 3 Public Involvement 3.1 Advisory Committee								
3.1.1 Prepare materials for AC Meetings (12 Meetings)	0	8	16	16	0	0	0	8
3.1.2 Attend AC Meetings (12 Meetings)	48	48	48	0	0	0	0	0
3.1.3 Kickoff Meeting	8	8	8	8	0	0	0	0
3.1.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.1.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
22 P. 16 P. 4								
3.2 Public Information Meetings	0	12	24	24	0	0	0	4
3.2.1 Prepare materials for AC Meetings (3 Meetings) 3.2.2 Attend AC Meetings (3 Meetings)	24	24	24	24	0	0	0	0
3.2.4 Prepare Power Point Presentation for AC (1)	0	0	24	8	0	0	0	2
3.2.5 Update Power Point Presentation (2 Updates)	0	0	12	0	0	0	0	2
3.3 Beaufort County Web Site								
3.3.5 Update Web Site (5 Updates)	0	0	24	0	0	0	0	8
Task 4 Existing Conditions								
4.1 Sponsor Document Collection	0	4	4	4	0	4	0	0
4.2 Financial Data Collection	0	2	2	4	0	4	0	0
4.3 Research SCAC Files	0	0	0	4	0	4	0	0
4.4 Aircraft Operation and Mix Data	0	2	2	4	0	4	0	0
4.5 Existing Documents Review	0	2	2	4	0	4	0	0
4.6 Demographic Data Collection	0	2	2	4	0	4	0	0
4.7 Historical Traffic Data Review	0	2	2	4	0	4	0	0
4.8 Airside Facility Description	0	2 2	2 2	4	0	4	0	0
4.9 Landside Facility Description 4.1 Infrastructure Description	0	2	2	4	0	4	0	0
4.11 Pavement Condition Index Review	0	0	0	4	0	4	0	0
4.12 Draft Existing Conditions Chapter	2	2	16	8	ŏ	8	ő	ŏ
<u> </u>								
Task 5 Aviation Forecasts								
5.1 TFMSC Data Collection & Analysis	0	12	12	0	0	0	0	0
5.2 Existing Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.3 Future Critical Aircraft Determination	0	16	16	0	0	0	0	0
5.4 Respond to Comments	0	16	16	0	0	0	0	8
Task 6 Facility Requirements								
6.1 Demand/Capacity Analysis	0	4	8	4	0	4	0	0
6.2 Review of 5300-13 Standards	0	2	8	2	0	2	0	0
6.3 Airside Analysis/Requirements	0	4	8	4	0	4	0	0
6.4 Landside Analysis/Requirements	0	4	8	4	0	4	0	0
6.5 Land Use Requirements	0	4	8	4	0	4	0	0
6.6 Terminal Planning and On Airport Land Uses	0	4	8	4	0	4	0	0 0
6.7 Airspace and Air Traffic Control Analysis 6.1 Draft Facility Requirements Chapter	0	4	8 16	8	0	8	0	0
0.1 Draw Pacincy requirements Chapter	10	.4	10	0	U	0	U	U

MANHOUR ESTIMATE Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
Task 7 Alternatives Development and Evaluation								
7.1 Prepare Alternatives Analysis	30	30	32	120	0	8	0	0
7.2 Revise Alternatives	16	16	16	24	0	8	0	0
7.3 Development Estimates	16	16	16	32	0	40	0	0
7.4 Modification to Standards	8	16	32	60	0	0	0	0
7.1 Trouble of to Standards		10	52	- 00				
Task 8 Runway Protection Zone Analysis								
8.1 Evaluate properties within proposed RPZ	0	8	8	4	0	8	0	0
8.2 Develop property alternative exhibits	0	4	4	8	0	4	0	0
8.3 Develop property alternative estimates	0	2	2	4	0	4	0	0
8.4 Evaluate roadways within proposed RPZ	0	8	8	4	0	0	0	0
8.5 Develop roadway alternative exhibits	0	6	6	16	0	0	0	0
8.6 Develop roadway alternative estimates	0	4	4	6	0	6	0	0
8.7 Runway safety area analysis	0	6	6	6	0	0	0	0
Task 9 Environmental Considerations								
9.1 Air Quality	0	0	2	0	0	0	0	0
9.2 Coastal Resources	0	0	2	0	0	0	0	0
9.3 Compatible Land Use	0	0	2	0	0	0	0	0
9.4 Construction Impacts	ŏ	0	2	2	0	0	0	0
9.5 Department of Transportation Act: Sec. 4(f)	o o	0	2	0	0	0	0	0
9.6 Farmlands	0	o o	2	2	0	0	0	0
9.7 Fish, Wildlife, and Plants	0	0	2	0	0	0	0	0
9.8 Floodplains	0	0	2	2	0	0	0	0
9.9 Hazardous Materials, Pollution Prevention, and Solid	0	o o	2	0	0	0	0	0
Waste	~	*50	.=0	327	-	~	V.5.	
9.10 Historical, Architectural, Archeological, and Cultural	0	0	2	0	0	0	0	0
Resources			100					
9.11 Light Emissions and Visual Impacts	0	0	2	0	0	0	0	0
9.12 Natural Resources and Energy Supply	0	0	2	0	0	0	0	0
9.13 Noise	0	16	16	4	0	2	0	0
9.14 Secondary (Induced) Impacts	0	0	2	0	0	0	0	0
9.15 Socioeconomic Impacts, Environmental Justice, and	0	0	2	0	0	0	0	0
Children's Environmental Health and Safety Risks								
9.16 Water Quality	0	0	2	1	0	0	0	0
9.17 Wetlands	0	0	2	2	0	0	0	0
9.18 Wild and Scenic Rivers	0	0	2	0	0	0	0	0
9.19 Draft Environmental Considerations Chapter	0	0	16	8	0	0	0	0
Task 10 Airport Layout Plans							0	
10.1 Cover Sheet	0	2	2	10	0	0	0	0
10.2 Existing Conditions	0	4	4	46	0	0	0	0
10.3 Airport Layout Plan	0	4	4	70	0	0	0	0
10.4 Terminal Area Plan	0	4	4	56	0	0	0	0
10.5 Airport Airspace Drawing (Part 77)	0	2 2	2 2	28	0	0	0	0
10.6 Inner Portion Approach Surface 10.7 Runway Departure Surface	0	2	2	56 38	0	0	0	0
10.7 Runway Departure Surface 10.8 Runway Centerline Plan and Profile	0	2	2	28	0	0	0	0
10.8 Runway Center line Plan and Profile	0	4	4	32	0	0	0	0
	0	8	8	28	0	5	0	0
10.1 Property Map 10.11 FAA Checklist	0	8	8		0	0	0	0
10.11 FAA CHECKIISU	Ü	4	4	12	Ü	0	U	U
Task 11 Capital Improvement Plan								
11.1 Staged Development Breakout	0	0	2	0	0	4	0	0
11.2 Staged Development Estimates	0	16	2	0	0	40	0	0
11.3 Funding Sources Breakout	0	0	2	0	0	4	0	0
11.4 Coordination and Revisions	4	4	2	0	0	4	0	0
			_					

MANHOUR ESTIMATE Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

DESCRIPTION	PRIN	SPM	PM	SR PLN	ENG V	ENG II	TECH 5	ADMIN V
11.5 Draft Facilities Implementation Plan Chapter	2	2	4	0	0	4	0	0
Task 12 18B Survey								
12.1 Verify Imagery	0	4	4	16	0	0	0	0
12.2 Verify Obstruction Data	0	4	4	24	0	0	0	0
Task 13 Modification to Standards								
13.1 Taxiway Object Free Area Modification of Standards	0	12	24	20	0	12	0	8
13.2 Runway to Taxiway Separation Modification of Standards	0	12	24	20	0	12	0	8
Task 14 Business Plan								
14.1 Review of Airport leases	0	6	8	6	8	0	0	0
14.2 FBO rent and charges	0	6	8	6	8	0	0	0
14.3 Parking fees	0	6	8	6	8	0	0	0
14.4 Review of historical maintenance costs	0	6	8	6	8	0	0	0
14.5 Review of historical operating costs	0	6	8	6	8	0	0	0
14.6 Review of airport minimum standards	0	6	8	6	8	0	0	0
14.7 Review other non-aviation revenue sources	0	6	8	6	8	0	0	0
14.8 Draft Business Plan	16	24	40	24	0	0	0	
14.8 Final Business Plan	16	24	40	24	0	0	0	0
Task 15 Project Documentation								
15.1 Initial Draft Submission	0	4	16	16	0	8	0	
15.2 Initial Draft Coordination and Revisions	0	4	16	16	0	8	0	0
15.3 Final Draft Submission	0	4	16	16	0	8	0	-
15.4 Final Draft Coordination and Revisions	0	4	16	16	0	8	0	
15.5 Final Submittal	0	4	16	16	0	8	0	
15.6 Prepare Executive Summary	0	4	16	16	0	8	0	0
	272	632	1028	1169	56	299	0	69

FEE ESTIMATE Airport Layout Plan Update Hilton Head Isand Airport Hilton Heasd Island, South Carolina FAA Project Number TBI Project No. 2119-2301 June 4, 2024

Airport Master Plan Update DIRECT LABOR COST		85	BILLING RATE		IMATED NHOURS		ESTIMATED COST
Principal	PRIN	\$	290		272	\$	78,880.00
Senior Project Manager	SPM	\$	250		632	\$	158,000.00
Project Manager	PM	\$	230		1,028	\$	236,440.00
Senior Planner	SR PLN	\$	171		1,169	\$	199,899.00
Engineer V	ENG V	\$	185		56	\$	10,360.00
Engineer II	ENG II	\$	120		299	\$	35,880.00
Technician V	TECH V	\$	141		299	\$	42,159.00
Secretary/Admin IV	ADMIN V	\$	90		69	\$	6,210.00
SUBTOTAL					3,824	\$	767,828.00
Airport Master Plan Update			UNIT	EST	IMATED		ESTIMATED
DIRECT EXPENSES	UNIT		RATE	τ	UNITS		COST
Travel	mi	\$	0.670		24000	\$	16,080.00
Per Diem	ea	\$	287.00		60	\$	17,220.00
Reproduction	ea	\$	2,000.00		5	\$	10,000.00
Shipping/ Postage	ea	\$	500.00		1	\$	500.00
Telecom/fax	ea	\$	200.00		1	\$	200.00
Misc. supplies	ea	\$	750.00		1	\$	750.00
Visioning Session	ls	\$	750.00		1	\$ \$	750.00
SUBTOTAL						\$	45,500.00
Subconsultants			UNIT	EST	IMATED		ESTIMATED
DIRECT EXPENSES	UNIT		RATE	Į	UNITS		COST
Meeting Facilitator	ls		1	\$	95,000	\$	95,000.00
Business Plan	ls		1	\$	100,000	\$	100,000.00
Aerial Photography & Mapping	ls		1	\$	95,350	\$	95,350.00
SUBTOTAL						\$	290,350.00

Roy W. Johnson, AIA 3741 Larkston Drive Charlotte, North Carolina 28226-7024

December 20, 2023

Mr. Carl M. Ellington, Jr. PE Talbert, Bright & Ellington, Inc. 3525 Whitehall Park Drive, Suite 210 Charlotte, NC 28273

Dear Carl:

This letter will confirm our understanding concerning the Hilton Head Island ALP Update. You have requested my assistance from 2024 through 2026. My role will be to be the facilitator for the meetings and presentations, as well as advice about how to approach our work with the community. The scope of this proposal is:

I will provide my time for the above work for a daily fee of \$2,000 per day. Travel will be billed at per diem rate of \$425. That would make a 2-day trip total \$4,850. I've assumed a total of 6 2-day trips over the span of roughly 2 years. If that is incorrect let me know

You may reach me directly at 704.698.5866 as needed. I look forward to being part of your team once again to meet the expectation of a top quality ALP Update for the Hilton Head Island Airport. Thank you again for offering this opportunity to me.

Most cordially,

Roy W. Johnson, Emeritus Architect



August 30, 2023

TALBERT, BRIGHT & ELLINGTON, INC.

Patrick E. Turney, PE, PLS Project Manager 3525 Whitehall Park Drive, Suite 210 Charlotte, NC 28273 704-426-6070 704-426-6080 (Fax)

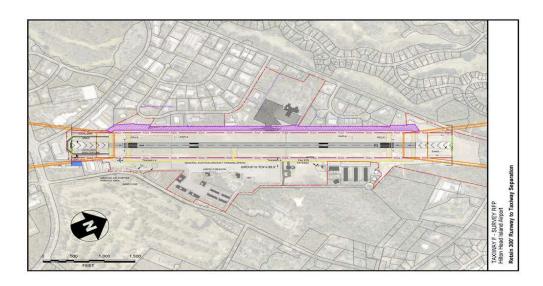
RE: As-built Survey for a portion of Taxiway F of the Hilton Head Island Airport, SC

Atlas Surveying has proposed to do the following work:

1. Atlas will provide an As-built Survey of the Below specified area in purple (± 10 acres & 5,000 Linear Feet). The **fee for this service will be \$7,500**.

Survey will include the Following:

- We will overlay the new survey onto an existing cad file provided by the client.
- Existing Fences-note that the survey area will include fence direction changes for about 5-10 feet as the fence lines reach the survey area limits in some locations.
- Existing buildings located inside of the below purple scope.



168 Boardwalk Drive, Suite A, Ridgeland, SC 29936 • 843-645-9277 • www.atlassurveying.com Savannah/Hilton Head | Charleston | Charlotte | Greenville Spartanburg



June 3, 2024

Troy G. McNall
TALBERT, BRIGHT & ELLINGTON
107 Westpark Boulevard, Suite 135
Columbia, South Carolina 29210

RE: Proposal: Aeronautical Survey at Hilton Head Airport (HXD)

Dear Mr. McNall:

We appreciate the opportunity to provide a proposal for supporting Talbert, Bright & Ellington with geospatial services at the Hilton Head Airport (HXD) in Hilton Head Island, South Carolina. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16B, -17C, change 1 and -18B, change 1 and FAA ARP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans.

Project Understanding

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks:

- 1) Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runway 03/21.
- Obstruction analysis for FAR Part 77, 13B Table 3-2 and PAPI OCS/LSCS surfaces for existing and Ultimate Runway 03/21 as shown in Attachment "B".
- 3) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "C."

Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "B" for Existing Runways 03/21.

- Initiate and complete the ADIP Project set up process for an Airport Layout Plan Periodic Update.
 - Develop SOW and plans as required.
- HXD (formerly 49J) does possess existing PACS/SACS. These Existing PACS and SACS will used for the basis
 of control in accordance with AC-16B.
- Ground survey to be performed by Woolpert.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
 - Estimated 18 control points and 5 check points.
 - Collect imagery at an imagery scale of 1"=800', flight layout will be provided.
 - Collected with leaf-on conditions.
- · Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.

11301 Carmel Commons Blvd., Suite 300 Charlotte, NC 28226 704.526.3018



- Navigational aid inventory for NAVAIDs associated with the airport, including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
 - Woolpert will request existing obstruction data for HXD from the FAA for review of the OIS. This
 is a value-added service where the airspace around HXD and the existing obstacles would be
 updated, rather than new obstacles being created in the FAA's database, on top of what already
 resides there.
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Development of new ortho-photography for the area as depicted in Attachment D.
 - Pixel resolution of 0.5-feet over the entire survey area.
- Collect major landmark features within imagery coverage.
- Population of calculable and required attributes.
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports and submit to ADIP.
 - Imagery Acquisition Report
 - Final Project Report

Task 02 - Obstruction analysis for Part 77 Non-Precision Type C for Existing runway 03/21. Airspace analysis for Runway Type 4, 6 and Departure Surface for Existing Runway 03/21, pursuant to AC 150/5300-13B Tables 3-3 and 3-4.

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
 - Existing Runways 03 and 21 have Non-Precision Type C (34:1)
 - FAR Part 77 analysis will include Primary, Approach, Transition, Horizontal, and Conical surfaces.
 - FAR Part 77 analysis will include an AutoCAD file to be incorporated into the ALP.
- Tables 3-3 and 3-4 "Approach/Departure Standards Table" of the most current FAA AC 150/5300-13B, Part 77 and PAPI OCS/LSCS data for existing and ultimate surface types will be provided by Talbert, Bright & Ellington prior to Woolpert's airspace analysis.
 - The obstacle data will be delivered in a layer that shows only objects (with object identification) penetrating the approach surfaces for each existing and proposed runway end. Top elevations of penetrating objects will be provided. Groups of trees penetrating, or heavily wooded areas that penetrate will be represented with polyline boundaries depicting the extent of penetrations, and representative tree top elevations provided within the penetration boundary.
 - The obstacle data will also be delivered in a layer that shows only objects (with object identification) within ten (10) feet vertically of penetrating the approach surfaces for each existing and proposed runway end. Top elevations of objects within ten (10) feet vertically of penetrating will be provided. Groups of trees within ten (10) feet of penetration, or heavily wooded areas within ten (10) feet of penetration, will be represented with polyline boundary depicting extent of areas within ten (10) feet of penetrating, and representative tree top elevations provided within polyline boundary.
- Develop and deliver to Talbert, Bright & Ellington a Microsoft Excel file containing information to all
 Obstacles that were collected within the Obstruction Identification Surfaces:
 - 18B applicable surfaces, 13B Table 3-2 applicable surfaces and applicable FAR Part 77 surfaces.
 - This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.

June 3, 2024



Task 03 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "C."

- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "E."
- Mapping will also include the following additional features:
 - Forest stand area on and off airport
 - Building spot elevations on airport
 - Concrete pads and sidewalks
- Mapping file will be delivered in an AC-18B compliant AGIS file.
- Mapping will also be delivered in AutoCAD Release 2018 drawing file for TB&E use. All spot elevations will
 be on a separate layer and contain an attribute for elevation(s) and point description. All contours will be
 polylines with intermediate and index layers. The .xml file used to create topography and planimetrics will
 be provided to TBE. A TBE drawing template will be provided to ensure the layers in the drawing are in
 accordance with TBE's layer convention. An ASCII or text file of the point information shall also be
 provided.
- Maps shall be produced in accordance with national map standards.
- Submit data to the Airport Layout Plan Periodic Update ADIP project created in Task 01.

Woolpert is in compliance with Title VI Assurances.

Lump Sum Fee Breakdown

Lump Sum Fee Estimate AGIS Periodic Update and Design Surveys						
Task 01: AGIS compliant AC-18B Surveys \$55,800.00						
Task 02: FAR Part 77 & 13A Obstruction Analysis	\$14,250.00					
Task 03: Planimetric/Topographic Mapping (2')	\$18,300.00					
Project Total =	\$88,350.00					

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely,

Woolpert, Inc. Paul F. Akers, PLS, PMP Aviation Project Manager Senior Associate Woolpert, Inc. Eric Risner, PMP, PS Aviation Practice Leader Vice President

June 3, 2024



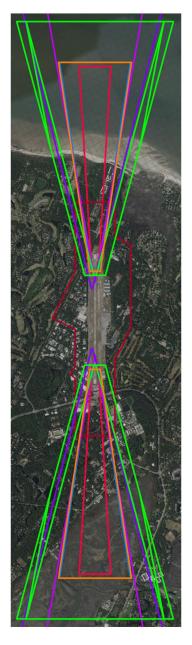




June 3, 2024 4



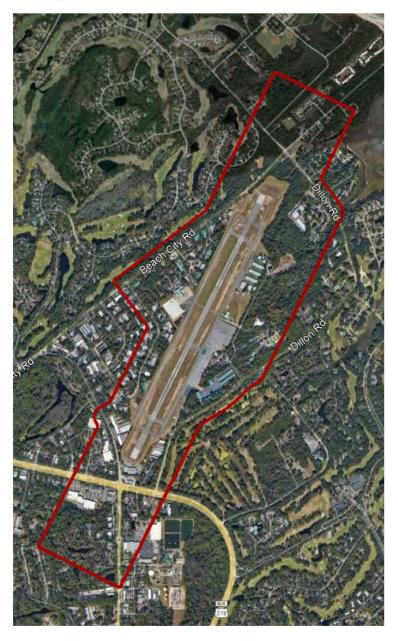
Attachment B: Existing Obstacle Identification Surfaces (OIS)



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Attachment C: Mapping Limits



June 3, 2024 6



Attachment D: Ortho Imagery Limits



June 3, 2024 7



Attachment E: Standard Mapping Features

	Minimu	ım T	o De	velop A	ALP		
Safety Critical Non-Safety Critical							
		On Airport	Off Airport			On Airport	Off Airport
1	AirportControlPoints	X	X	1	AircraftGateStand	X	
2	CoordinateGridArea	X	X	2	AircraftNonMovementArea	X	
3	MarkingArea (Runway only)	X		3	AirfieldLight	X	
4	MarkingLine (Runway only)	X	П	4	AirportSign	X	
5	Navaidequipment	X	X	5	Apron	X	
6	Obstacle	X	X	6	ArrestingGear	X	
7	ObstructionArea	X	X	7	Bridge	X	Х
8	ObstructionIDSurface	X	X	8	Building	X	X
9	Runway	X	П	9	DrivewayArea	X	
10	RunwayBlastPad	X	П	10	DrivewayCenterline	X	
	RunwayCenterline	X		11	ElevationContour	X	X
	RunwayElement	X		12		X	
	RunwayEnd	X	П	13		X	
	RunwayHelipadDesignSurfaces	X	X	14		X	
	RunwayIntersection	X		15	ImageArea	X	X
	RunwayLabel	X	П	_	LandmarkSegment	X	X
	RunwayLAHSO	X		17	0.1 W.S. W. 12 MILLS 1	X	
18	TouchDownLiftOff	X	П	18		X	
			П	19		X	
				20	- Control Cont	X	X
				21	-	X	
				22	0 0	X	X
				23	RailroadYard	X	X
			H	24		X	X
				25	pp. storethistory systematics and story	X	X
		+	\vdash	1000000	RoadSegment	X	X
				27	RunwayArrestingArea	X	
				28		X	X
				29		X	
			\vdash	30		X	X
		+	H	31	Comment of colors and	X	
			H	10.101	TaxiwayElement	X	
		+	H	33		X	
				34	TaxiwayIntersection	X	\vdash
		+		35	,	_	X
		-		33	TOVVCI	X	X

June 3, 2024



Attachment F: Survey Requirements

Intended End Use of the Data	AC Reference	Airport Layout	Instrument	Comments
Required Tasks V		Plan (ALP)	Procedure	
Required tasks V			Development	
Provide a Survey and Quality Control Plan	150/5300-16/17/18			
Establish or validate Airport Geodetic Control	150/5300-16		•	PACS and SACS exist. Validation only
Perform, document and report the tie to National Spatial	150/5300-16		•	
Reference System (NSRS)				
Survey runway end(s)/threshold(s)	150/5300-18			
Monument runway end(s)/threshold(s)	150/5300-18			-
Document runway end(s)/threshold location(s) Identify and survey any displaced threshold(s)	150/5300-18 150/5300-18	:	:	_
Monument displaced threshold(s)	150/5300-18	 	:	+
Document displaced threshold(s) location	150/5300-18	<u> </u>	- :	1
Determine or validate runway length	150/5300-18	· ·		1
Determine or validate runway width	150/5300-18			1
Determine runway profile using 50 foot stations	150/5300-18			
Determine runway profile using 10 foot stations	150/5300-18			
Determine the touchdown zone elevation (TDZE)	150/5300-18			
Determine and document the intersection point of all specially	150/5300-18			
prepared hard surface (SPHS) runways				1
Determine and document the horizontal extents of any	150/5300-18			
Stopways				
Determine any Stopway profiles	150/5300-18			
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	× .	*	
Determine and document the taxiway intersection to threshold	150/5300-18			
distance				
Determine runway true azimuth	150/5300-18			
Determine or validate and document the position of	150/5300-18		*	
navigational aids				
Determine or validate and document the position of runway	150/5300-18			
abeam points of navigational aids				
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and	150/5300-18			
associated data				
Perform or validate and document an airport airspace analysis	150/5300-18		•	
Collect and document helicopter touchdown lift off area	150/5300-18			
(TLOF)				
Collect and document helicopter final approach and takeoff	150/5300-18			
area (FATO)				
Collect or validate and document airport planimetric data	150/5300-18			
Determine or validate the elevation of the Air Traffic Control	150/5300-18			
Tower Cab Floor (if one is on the airport)				-
Perform or validate a topographic survey	150/5300-18			<u> </u>
Collect and document runway and taxiway lighting Collect and document parking stand coordinates	150/5300-18 150/5300-18			
Collect and document parking stand coordinates Collect cultural and natural features of landmark value	150/5300-18			+
Determine elevation of roadways at the intersecting point of the	150/5300-18	+ :		+
Runway Protection Zone (RPZ) or the runway centerline extended	130/3300=18			
Determine all Land Use to 65 DNL contour	150/5300-18	 .		To be provided by others
Document features requiring digital photographs	150/5300-18			1.5 50 provided by Gallers
Document features requiring sketches	150/5300-18			
Collect position and type of runway markings	150/5300-18			
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18			To be provided by others
Collect imagery	150/5300-17	· .		
Provide a final Project Report	150/5300-17/	 	· :	
1 TO THE E THE TAPPOT TO POST	1250/5500-10/10			

June 3, 2024

STATE OF SOUTH CAROLINA) COMMERCIAL OPERATING AGREEMENT COUNTY OF BEAUFORT)

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 Beaufort County Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and <u>EGA Aero Specialty Services LLC</u> (the "Operator").

WITNESSETH:

WHEREAS, County is the owner and operator of the Beaufort County Airport (the "Airport") located at 39 Airport Circle, Beaufort, South Carolina, 29907; and

WHEREAS, Operator is engaged in the business of aircraft rental and flight training 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 <u>September 1, 2024</u> ("Date of Commencement") and shall end at 11:59 p.m. on August 31, 2025.

After that time, this Agreement may be renewed for four (4) one-year periods, 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. <u>Scope of Privilege</u>. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **aircraft rental and flight training**. 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 Rental
- (b) Flight Training

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. <u>Access.</u> Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of free and unrestricted access, ingress and egress to the Airport and to public areas and public facilities at the Airport.

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 ADDITIONAL PRIVILEGES

Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of operating area, runways, taxiways, terminal facilities, aircraft parking areas and vehicle parking areas designed by County.

ARTICLE IV CHARGES AND FEES

- 1. <u>Manner and Extent of Payment</u>. 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:
 - (a) Percentage Fee: For the concession privileges granted hereunder, Operator shall pay a monthly fee of three (3%) percent of gross revenue receipts on its operations hereunder. Twenty (20) days after the beginning of each calendar month during the term hereof, Operator shall furnish to County an accounting of the previous month's gross revenues along with payment for the appropriate sum of money as computed in accordance with this subsection.

<u>Definition of Gross Receipts</u>: The term "gross receipts" shall include the following: (i) the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not; plus (ii) the aggregate of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the reasonable value thereof, whichever sum is the greater.

(b) All payments herein are to be made in lawful money of the United States of America and are payable to Beaufort County Council.

Mail To (or hand deliver): Airport Director, Beaufort Executive Airport 39 Airport Circle Beaufort, SC 29907

- 2. <u>Delinquent Charges or Fees</u>. 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.
- 3. <u>Monthly Activity Report</u>. Operator shall furnish to County on or before the fifteenth (15th) day of each month an accurate report (EXHIBIT A) setting forth all data necessary to calculate fees and charges due under this Agreement. Said statements are to be signed by a responsible individual employed by Operator.

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 V PERFORMANCE AND SERVICE STANDARDS

1. <u>Type of Operation</u>. Operator shall provide all services to be provided under this Agreement on a nondiscriminatory basis to all users of the Airport. Operator shall maintain and operate its business in a first-class manner and shall keep it in a safe, clean, orderly, and inviting condition at all times, to such an extent as shall be satisfactory to County. Service shall be prompt, courteous and efficient.

Operator and its agents and employees shall not engage in open, notorious, and public disputes, disagreements, or conflicts tending to deteriorate the quality of the aeronautical services of Operator and its compatibility with the best interests of the public at the Airport.

- 2. <u>Management</u>. The management, maintenance and operation of privileges under this Agreement shall at all times during the term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing Operator, who shall be subject at all times to the direction and control of Operator. Such manager shall be available upon reasonable request during normal business hours.
- 3. <u>Personnel</u>. 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 VI 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
 - c. Worker's Compensation (if applicable)

Please ensure that the Certificate Holder is listed as Beaufort County (not the airport name), PO Box 1228, Beaufort, SC 29902.

Evidence of 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 VII 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 VIII 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 IX 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 X DEFAULT AND TERMINATION

- 1. <u>Termination by Operator</u>. This Agreement shall be subject to termination by Operator in the event of any one or more of the following defaults:
 - (a) The abandonment of the Airport as an airport;
 - (b) The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy, to Operator's satisfaction, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same; or
 - (c) Damage to or destruction of all or a material part of the Airport facilities necessary to the operation of Operator's business.
- 2. <u>Termination by County</u>. This Agreement shall be subject to termination by County in the event of any one or more of the following defaults:
 - (a) Failure by Operator to pay County any payments due hereunder within the time as provided by this Agreement;
 - (b) Failure by Operator to observe and perform any covenant, condition or agreement on its part as herein provided or failure to provide authorized services to the public during normal business hours or normal business days for a period of ten (10) days after written notice to do so by County;
 - (c) Dissolution or liquidation of Operator or by the filing by Operator of a voluntary petition in bankruptcy;
 - (d) Insolvency of Operator, or if Operator makes a general assignment for the benefit of creditors;
 - (e) Consent by Operator to the appointment of a receiver, trustee or liquidator of all or essentially all of the property;
 - (f) Desertion, abandonment or vacation of Operator's operations at the Airport.
 - 3. <u>Default</u>. Upon default as above provided:

- (a) County may expel Operator or those claiming under it and may act in any way necessary to ensure the continuing and proper operation of the Airport. In such event, the term of this Agreement shall end.
- (b) County may take any other action at law or in equity that it may deem appropriate, necessary or desirable to collect any amounts due from Operator and to enforce performance and observance of any obligation, agreement or covenant of Operator under this Agreement.
- 4. <u>Causes of Breach; Waiver</u>. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Operator to pay fees, rents or other charges to County.

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

5. <u>Termination of Agreement for Convenience</u>. In addition to the grounds of default and termination provided herein, this Agreement may be terminated for convenience upon thirty (30) days' notice to Operator by the County or to County by Operator.

ARTICLE XI NO PARTNERSHIP OR JOINT VENTURE

No partnership or joint venture between the parties is intended to or shall be created hereunder. In conducting its business hereunder, Operator acts independently and not as an agent of County. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of Operator and County shall not attempt to exercise any control over the business activities of Operator or daily performance of duties by Operator's employees.

ARTICLE XII ASSIGNMENT AND SUBLETTING

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of County.

ARTICLE XIII ARBITRATION

Any controversy which shall arise between County and Operator regarding the rights, duties or liabilities of any party hereunder shall be settled by binding arbitration pursuant to the rules of the American Arbitration Association, and judgment upon the award shall be entered in accordance with the South Carolina Uniform Arbitration Act. The parties agree, subject to the

consent of the American Arbitration Association, that such arbitration shall be processed pursuant to the American Arbitration Association "Expedited Procedure" notwithstanding that the amount in controversy may exceed the limits set for such procedure. If any action, including arbitration, shall be brought by any party to recover any sums hereunder, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees. If an arbitration proceeding is brought by any party to this Agreement, a request shall be made by the parties to the arbitrator that in the event a prevailing party is not determined by the outcome of the action, the arbitrator shall make a final determination concerning payment of all costs and expenses (including reasonable attorney's fees) by one or both parties, as the arbitrator deems appropriate based upon the facts and circumstances of the case.

ARTICLE XIV MISCELLANEOUS

- 1. <u>Entire Agreement</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Severability</u>. 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. <u>Notices</u>. 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/Manager 39 Airport Circle Beaufort, SC 29907 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:

By:______Printed Name:______

Title:

Date:

EGA Aero Specialty Services LLC 116 Coosaw Club Drive Beaufort, SC 29907

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

receipt. 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. 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:



THIS DAILY PARKING SPACE USE AGREEMENT ("Agreement") is entered into on 1 October, 2024 by and between Beaufort County, a political subdivision of South Carolina ("Owner") and <u>United Parcel Service, Inc, an Ohio Corporation</u> ("Customer").

The Owner hereby provides to Customer, the use of ten (10) assigned parking spaces located at 26 Hunter Road, Hilton Head Island, SC 29926 (the "26 Hunter Road Spaces") and fifteen (15) parking spaces at 28 Hunter Road, Hilton Head Island, SC 29926 (the "UPS Peak Spaces"), and as further described on Exhibit A, attached hereto and incorporated herein, for the sole purpose of parking.

1 – Term of Use and Payment

The term of this Agreement with respect to the 26 Hunter Road Spaces will commence on 1 October 2024 and will terminate on 30 September 2025. The term of this Agreement with respect to the UPS Peak Spaces will commence on 31 October 2024 and will terminate on 31 January 2025. After that time, this Agreement may be renewed up to four (4) additional, one (1) 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.

Customer shall pay for the monthly use of 26 Hunter Road Spaces at a <u>rate of \$1,000.00 per month</u>. Customer shall pay for the monthly use of the UPS Peak Spaces at a <u>rate of \$1,500.00 per month</u>. Payments are due by the 20th of each month. Customer's failure to pay the rate owed by the 20th of each month will result in an immediate termination of this Agreement. <u>Payments should be mailed to Hilton Head Island</u> Airport, 26 Hunter Road, Hilton Head Island, South Carolina 29926.

2 – Indemnification

Customer 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 Customer or County, by reason of death or injury to persons or loss or damage to property, resulting from Customer's operations or acts or omissions of Customer's agents, servants, employees, officers, contractors, or anything done or omitted by Customer under this Agreement.

3 – Other Provisions

Notices and Communication. Any communication or notices required by this Agreement shall be provided to the Parties as follows:

AS TO COUNTY: Airport Director 26 Hunter Road Hilton Head Island, SC 29926

With a Copy to: Beaufort County Administrator P. O. Drawer 1228 Beaufort, SC 29901-1228 With a Copy to: Beaufort County Staff Attorney P. O. Drawer 1228 Beaufort, SC 29901-1228



AS TO CUSTOMER:

Mr. Tom Healey United Parcel Service, Inc., Real Estate Department 55 Glenlake Parkway, NE Atlanta, Georgia 30328 Office (404) 828-3668 thealey@ups.com

Entire Agreement. This document constitutes the entire agreement between parties. No promises or representation, other than those contained herein, have been made by the Owner to Customer.

Amendment or Modification. This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

Applicable Law. This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

ATTEST:	BEAUFORT COUNTY			
	By:, County Administrator			
	Date:			
ATTEST:	<u>CUSTOMER</u> :			
	By:			
	Date:			



Exhibit A (1 of 2) 26 Hunter Road Spaces

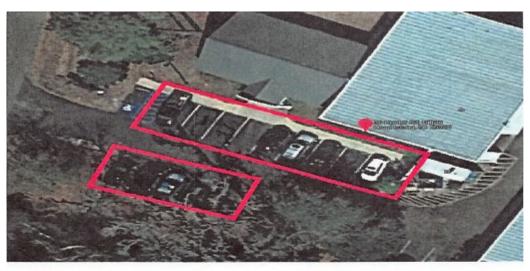






Exhibit A (2 of 2) UPS Peak Spaces

