



Beaufort County Airports Board

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HOWARD ACKERMAN

Vice Chairman

LESLIE ADLAM FLORY

Committee Members

MARK BAILEY
CHRIS BUTLER
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NICHOLAS MESENBURG
DAVID NELEMS
RICH SELLS
THOMAS SHEAHAN
JAMES STARNES
BRIAN TURRISI

Airports Director

JON REMBOLD

Interim

County Administrator

JOHN ROBINSON

Administrative Specialist

ROCIO REXRODE

Administration Building

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

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MEETING ACCESS

[MEETING LINK](#)

ID: 161 714 8655

Passcode: 791968

Beaufort County Airports Board Agenda

Council Chambers – Hilton Head Island

One Town Center Court, Hilton Head, SC 29928

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT (FOIA)
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES – [NOVEMBER 16, 2023](#)
- VI. PUBLIC COMMENT (Limit comments to three minutes)
- VII. DIRECTOR'S REPORT
- VIII. UNFINISHED BUSINESS
 1. LEO SERVICES AT THE HXD TERMINAL
 2. EXEC AIR PROPERTY ACQUISITION
- IX. NEW BUSINESS
 - ACTION ITEMS:
 1. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION TO APPROVE SECURITAS SECURITY SERVICES CONTRACT ADDENDUM, ADDITION OF ARMED SECURITY GUARD AT TERMINAL – [VOTE](#)
 2. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION TO APPROVE TALBERT, BRIGHT AND ELLINGTON WORK AUTHORIZATION 2119-2304, ST. JAMES BAPTIST CHURCH ACQUISITION AND RELOCATION – [VOTE](#)
 3. BEAUFORT EXECUTIVE AIRPORT (ARW) – RESOLUTION TO APPROVE A COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND M&L MOBILE DETAILING - [VOTE](#)
- X. CHAIRMAN UPDATE
- XI. COMMITTEE REPORTS
- XII. CITIZEN COMMENT (Limit comments to three minutes)
- XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, FEBRUARY 22, 2024, AT 1:30 PM

COUNCIL CHAMBERS, 100 RIBAUT RD., BEAUFORT, SC 29901

MINUTES

Beaufort County Airports Board

November 16, 2023 | 1:30 pm | Meeting called to order by Chairman Howard Ackerman

ATTENDANCE

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

Absent:

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

AGENDA ADOPTION

Leslie Adlam Flory made a motion to adopt the November 16, 2023, BCAB meeting agenda. Anne Esposito seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

Chris Butler made a motion to approve the October 19, 2023, meeting minutes. Brian Turrisi 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: Jon Rembold welcomed new staff members Spencer Szalai (ARW) and Alex Sabogal Hernandez (HXD).

Events Recap:

- Groundbreaking Ceremony – The event was great. The weather was beautiful, and a lot of people showed up.
- Concours d'Elegance - Great event. The weather was nice and cool. It was a perfect evening.
- Flying Frog 5K Race – It was a great event and a good way to open the Airport to the community.
- TSA PreCheck – A very popular event. Five hundred fifty-one people came through in the five days.

ARW Parking Lot:

Rembold informed that an area of the parking lot had many roots, and a couple of trees had to be removed. He said that 10 parking spots will be gained once the project is completed.

ARW Traffic:

Rembold mentioned that in the fall, the ARW ramp is full wing-tip to wing-tip, and a lot of jet fuel is being pumped.

Paul Jernigan's Retirement:

Rembold acknowledged Paul Jernigan's retirement after 15 years at Beaufort Executive Airport. He said Paul did a great job!

Communications Update:

Rembold said that he would like to include this list as a standard update to inform everyone of what goes on between meetings. He said most of these media events are calls he is getting to do interviews, shows, social media work, invitations to talk to groups, etc. He said they want to hear about aviation careers and airport opportunities. He said a lot of communication is going out of the airport, and there is a lot of social media coverage of what's been going on with projects.

- HHI-Bluffton Chamber of Commerce Power Hour
- Podcasts & Local News – Flying Frog 5K
- WHHI, WJCL – Terminal Groundbreaking
- WSAV – Terminal Contract Award
- HHI-Bluffton Chamber of Commerce Junior Leadership
- Extensive social media (5K, Terminal, #1 Island)

State 2% ATAX:

Rembold informed that both airports applied for State 2% ATAX. He said this category is administered through the County. He said it was a joint application; one application covered both airports. He said this year's funds are earmarked for advertising and marketing.

UNFINISHED BUSINESS

1. LEO SERVICES AT THE HXD TERMINAL

Jon Rembold informed that he doesn't know when the item will go in front of Council, and there is no resolution at this point. He stated that they would continue working on it and that outsourcing the service would probably take 9 months to a year to get it in place.

NEW BUSINESS – ACTION ITEMS

1. BEAUFORT EXECUTIVE AIRPORT (ARW) – RECOMMENDATION TO APPROVE A LEASE AGREEMENT AT 39 AIRPORT CIRCLE BETWEEN BEAUFORT COUNTY AND MATT ARCHER

Rich Sells made a motion to approve a recommendation to approve a lease agreement at 39 Airport Circle between Beaufort County and Matt Archer. Chris Butler seconded the motion. All were in favor and the motion passed.

2. BEAUFORT EXECUTIVE AIRPORT (ARW) - RECOMMENDATION TO APPROVE A LEASE AGREEMENT AT 39 AIRPORT CIRCLE BETWEEN BEAUFORT COUNTY AND CINDY HOLLMAN

Brian Turrisi made a motion to approve a recommendation to approve a lease agreement at 39 Airport Circle between Beaufort County and Cindy Hollman. Rich Sells seconded the motion. All were in favor and the motion passed.

3. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION TO APPROVE THE AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) LIST

Rich Sells made a motion to approve a recommendation to approve the Hilton Head Island Airport Capital Improvement Program (ACIP) List. Mark Bailey seconded the motion. All were in favor and the motion passed.

4. BEAUFORT EXECUTIVE AIRPORT (ARW) - RECOMMENDATION TO APPROVE THE AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) LIST

David Nelems made a motion to approve a recommendation to approve the Beaufort Executive Airport Capital Improvement Program (ACIP) List. Chris Butler 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

Anne Esposito said that they had a meeting and are focusing on promoting the airport and the Heritage together. She said they will need sponsors and support to move the idea forward.

3. Passenger Service Committee

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

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

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

Brian Turrisi said they had a meeting and are putting together a list of items to present for action items eventually.

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

The motion to adjourn was made at 2:17 p.m. It passed unanimously.

NEXT MEETING

December 21, 2023 | 1:30 pm

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



January 4, 2024

Aaron Back
District Manager
Securitas Security Services USA, Inc.

Mr. Back,

The Hilton Head Island Airport and Securitas have discussed the need for additional Securitas services at the airport terminal. These services consist of armed security personnel meeting all requirements listed in the enclosed Code of Federal Regulations sections. Securitas provided the enclosed addendum to the existing contract with Beaufort County dated March 20, 2020, to provide those services at the 2024 rates included. Once executed, the addendum is approved for the hourly rates listed, not the total hours and associated costs. Those will be subject to the airport's schedules and needs.

The implementation plan for the additional services remains an item of review and negotiation, but the proposed hourly rates are acceptable to the airport, pending execution. Please refer to the enclosed scope document that describes the required services.

Kindest regards,

Jon Rembold, C.M.
Airport Director

Encl: (1) 49 CFR 1542.215
(2) 49 CFR 1542.217
(3) Securitas Addendum
(4) Scope of Services

CC: Beaufort County Procurement

This content is from the eCFR and is authoritative but unofficial.

Title 49 —Transportation

Subtitle B —Other Regulations Relating to Transportation

Chapter XII —Transportation Security Administration, Department of Homeland Security

Subchapter C —Civil Aviation Security

Part 1542 —Airport Security

Subpart C —Operations

Authority: 49 U.S.C. 114, 5103, 40113, 44901–44905, 44907, 44913–44914, 44916–44917, 44935–44936, 44942, 46105.

Source: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

§ 1542.215 Law enforcement support.

- (a) In accordance with § 1542.217, each airport operator required to have a security program under § 1542.103(a) or (b) must provide:
 - (1) Law enforcement personnel in the number and manner adequate to support its security program.
 - (2) Uniformed law enforcement personnel in the number and manner adequate to support each system for screening persons and accessible property required under part 1544 or 1546 of this chapter, except to the extent that TSA provides Federal law enforcement support for the system.
- (b) Each airport required to have a security program under § 1542.103(c) must ensure that:
 - (1) Law enforcement personnel are available and committed to respond to an incident in support of a civil aviation security program when requested by an aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.
 - (2) The procedures by which to request law enforcement support are provided to each aircraft operator or foreign air carrier that has a security program under part 1544 or 1546 of this chapter.

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Source: 67 FR 8355, Feb. 22, 2002, unless otherwise noted.

§ 1542.217 Law enforcement personnel.

- (a) Each airport operator must ensure that law enforcement personnel used to meet the requirements of § 1542.215, meet the following qualifications while on duty at the airport—
 - (1) Have arrest authority described in paragraph (b) of this section;
 - (2) Are identifiable by appropriate indicia of authority;
 - (3) Are armed with a firearm and authorized to use it; and
 - (4) Have completed a training program that meets the requirements of paragraphs (c) and (d) of this section.
- (b) Each airport operator must ensure that each individual used to meet the requirements of § 1542.215 have the authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located—
 - (1) A crime committed in the presence of the individual; and
 - (2) A felony, when the individual has reason to believe that the suspect has committed it.
- (c) The training program required by paragraph (a)(4) of this section must—
 - (1) Meet the training standard for law enforcement officers prescribed by either the State or local jurisdiction in which the airport is located for law enforcement officers performing comparable functions.
 - (2) Specify and require training standards for private law enforcement personnel acceptable to TSA, if the State and local jurisdictions in which the airport is located do not prescribe training standards for private law enforcement personnel that meets the standards in paragraph (a) of this section.
 - (3) Include training in—
 - (i) The use of firearms;
 - (ii) The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
 - (iii) The responsibilities of law enforcement personnel under the security program; and
 - (iv) Any other subject TSA determines is necessary.

- (d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport.

ADDENDUM
Modifying Contract dated 12/23/2022
Between the Beaufort County Hilton Head Airport
And Securitas Security Services USA, Inc.

This addendum is to outline the agreed-upon increases for 2024 supporting Beaufort County Hilton Head Airport. The agreed-upon increase will commence on December 29th, 2023

Securitas has committed that these rates will be locked in for fiscal year 2024.

The below outlines the current rates as well as the 2024 rates for comparison.

Current:	Pay Rates	Bill Rates		Pay Rates	New 2024 Rates
Security Officer	\$15.00	\$23.59	182hpw	\$16.00	\$25.33 (Unarmed)
Security Officer armed			40hpw	\$22.00	\$33.63 Supervisor
Security Officer armed			68hpw	\$20.00	\$31.66 (Armed)
Annual total Unarmed		\$ 223,255.76	Presently		
Annual total Unarmed/Armed		\$ 421,623.28	Assisting Sheriff's Office & Present hours		

Beaufort County Hilton Head Airport

Securitas Security Services USA, Inc.

By: _____

By: _____

Name: _____

Name: Aaron Back

Title: _____

Title: District Manager

Date: _____

Date: _____

SCOPE OF WORK

The Contractor will provide uniformed, armed checkpoint security services, with arrest powers at Hilton Head Island Airport 30 minutes prior, for the duration, and until the checkpoint is closed by TSA agents. The TSA security checkpoint is open for passenger screening 7 days per week. The Contractor's manager or management assistant shall be on-call and available to make decisions and to handle all personnel and staffing issues 7 days per week, 24 hours per day. Primary duties of Armed Security Officers will be to ensure a presence at the Airport passenger checkpoints pursuant to federal regulations 49 C.F.R. Part 1542 on airport property owned by Beaufort County.

The Contractor will augment the services currently provided by the Beaufort County Sheriff's Office (BCSO). BCSO will provide 40 hours of service weekly, and the Contractor will provide the remaining hours of service consistent with the paragraph above. At no time will tardiness or missed schedules be tolerated. A back-up officer must be identified for each shift and provided to the Deputy Airport Director and Airport Security Coordinator via a monthly schedule of work. The Contractor will be compensated based on the number of service hours provided. The airport will provide the Contractor with a current copy of the airlines' schedules.

County's requirements for the Contractor's armed security operations during the term of the Contract shall include but not be limited to the following:

- Personnel must have completed the South Carolina Law Enforcement Division (SLED) Standards and Training armed security program and possess SLED certifications while on duty.
- Personnel must be in uniform and identified by appropriate indicia of authority on the outermost garment.
- Personnel must maintain a visible and armed presence during active TSA checkpoint screening.
- Personnel must respond to TSA agents' request for any action requiring armed officers with arrest authority.
- Personnel must receive required TSA training, including:
 - Use of firearms
 - Courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities.
 - Responsibilities of armed security as written in the Airport Security Program (ASP).
 - Any other request determined necessary by TSA or the airport.
- Contractor must provide the Airport Security Coordinator with completed training documentation as prescribed.
- Receive and protect information classified as Sensitive Security Information (SSI).
- Personnel must be able to respond to the checkpoint within 5 minutes.
- Personnel must be able to identify and contact local law enforcement when assistance is required.
- Personnel must address unattended items and/or luggage, baggage or other items within airport property.
- Provide high-quality customer service and Armed Security Officer Services for the passengers and visitors to the Airport.
- Complete reports, inspections, conduct various patrols and other duties during the term of the contract as assigned by the Airport, TSA, and other agencies.
- Cooperation with Airport personnel, to assist with Airport evacuations and power outages as

trained by the Airport.

- Comply with additional directives from the Airport regarding additional security duties and/or responsibilities as needed at the discretion of the Airport, which may be in cooperation with the TSA.
- Participate and attend required trainings and meetings as requested by the Airport and/or TSA or other agencies.
- Maintain enough qualified, Airport approved, SLED licensed armed security staff to provide service 24 hours per day, 365 days per year, if required.
- Make necessary adjustments in the time required as mandated by the Airport and/or local, state, or federal agencies as change occurs.
- Provide the Airport Security Coordinator (ASC) with current security training program and records. The ASC must maintain a copy of training records for 180 days after personnel are no longer providing security services on behalf of the Contractor to the Airport.

Training by Airport: initial (estimated 8 hours); annual recurrent (estimated 4 hours).

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 23-04
December 21, 2023
PROJECT NO.: TBE NO. 2119-2304**

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

Description of Work Authorized: St. James Baptist Church is located at 209 Dillon Road. The first of three buildings on the lot was constructed in 1886 as a missionary branch of the nearby First African Baptist Church; this building later burned at an unknown date. A subsequent church building was constructed and organized as the St. James Baptist Church, though it too later fell into disrepair and was demolished. The current St. James Baptist Church building was built in 1972 and substantially renovated in 2005. The Cherry Hill School is located at 210 Dillon Road and was constructed in 1934. The building is currently owned by the St. James Baptist Church, located directly across Dillon Road. In 1954, a larger public school was constructed for African-American children, and the St. James Baptist Church congregation purchased the school building in 1961 for use as a community gathering space. The Cherry Hill School is located within the boundary of the Mitchelville/Fish Haul archaeological site and was listed on the National Register of Historic Places (NRHP) on November 21, 2012.

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

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

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

This resulted in a visit to the church by the Associate Administrator of Airports for the Federal Aviation Administration (FAA) on September 8, 2023. Based on the visit and ongoing correspondence between Beaufort County, Town of Hilton Head Island, FAA and the church, environmental analysis of the relocation site will be included in the environmental documentation.

This work authorization presents Talbert, Bright & Ellington, Inc.'s (TBE) scope of services relating to the preparation of an environmental assessment (EA) for the previously described project.

In fulfilling this scope of work, numerous objectives will be achieved including environmental inventory, evaluation, and analysis; state, federal, and local agency coordination; draft and final environmental documentation; and a public workshop (if deemed necessary). The environmental documentation will be prepared in accordance with the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015). The Federal Aviation Administration (**FAA**) has agreed to review and approve the documentation.

It is the intent of this environmental assessment (EA) process to review no more than three build alternatives, in addition to the no build alternative. Determination of potential impacts to water quality, the unknown extent of wetlands or jurisdictional waters of the United States, impact on adjacent residential development from noise, and possible controversial development because of adjacent neighborhood, are issues that will be addressed during the preparation of this EA.

The following tasks are required to achieve the aforementioned output.

TASK 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with the **COUNTY**, in order to create a chart of activities and a milestone schedule. These two items will provide the **COUNTY** and **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 6 months to perform the necessary field work, not including review by resource and regulatory agencies and public review or coordination with the South Carolina State Historic Preservation office (SCSHPO) or Advisory Council on Historic Preservation (ACHP).*
2. *If additional field work is required by the resource agencies (for example, a Phase II Cultural Resources Survey), the schedule below will be modified under a contract amendment.*

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Field Work	45	46
Document Preparation/In-house Review	60	101
FAA/Client Review	TBD	TBD
Draft Document Finalization	30	131

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*
 2. *Attendance at three (3) meetings, not including the public workshop and public information meetings or meeting with the SCSHPO or ACHP.*
- A. PUBLIC INFORMATION MEETINGS – Public information meetings will be scheduled at the beginning of the project to inform the public of the purpose of the project and after the noise analysis has been completed. Each meeting will utilize an informal/open house format for a period of two hours to maximize the opportunity for interested citizens to participate. The meeting will be publicized via the Hilton Head Airport 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. *Two (2) public information meetings will be conducted.*
2. *Four (4) TBE team members will attend each meeting.*
3. *Beaufort County will handle meeting logistics (location, advertising for meetings, etc.).*

DELIVERABLES:

1. *Handouts (200 per meeting for a total of 400), displays (maximum of 8, four (4) per meeting), sign-in sheets (one [1] set per meeting for a total of four [4]), comment forms (200 per meeting for a total of 400).*
2. *A summary of each meeting, copy of comments received, and transcript of recorded comments.*

TASK 2 SECTION 163 DETERMINATION

TBE will prepare a Section 163 Determination in accordance with Section 163 of the FAA Reauthorization Act of 2018, which regulates the uses of properties acquired by airport sponsors using FAA funds.

DELIVERABLE

1. *Electronic copies of the Section 163 Determination will be provided to the Beaufort County and FAA.*

TASK 3: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project's progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for federal, state, and local agencies advising of the **COUNTY**'s intent to proceed with the preparation of an environmental assessment.

ASSUMPTIONS:

- 1. *A scoping meeting with state, federal, and local agencies will not be held.*
- 2. *One (1) scope meeting will be held with the SCSHPO.*

DELIVERABLE:

- 1. *TBE will prepare the scoping letter.*
- 2. *A scoping meeting with state, federal, and local agencies will not be held.*

TASK 4: ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS

The environmental inventory, evaluation, and analysis will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015).

Prior to initiation of the environmental analysis, **TBE** will notify the **COUNTY** and **FAA** of agency concerns resulting from the project agency early coordination process. The required level of detail for each environmental issue will also be discussed. Existing data will be collected from the appropriate agencies; and, through field and map examination, data will be analyzed, and used to determine the potential impacts of the proposed project. Mitigation measures, including avoidance and minimization options, will be investigated for impacts (unless herein noted otherwise).

- A. **AIR QUALITY** – Coordination with the South Carolina Department of Health and Environmental Control Division of Air Quality (SCDHEC-DAQ) to determine whether an air quality analysis and/or air quality permit shall be required, as well as a request for air quality conformity. Using the Aviation Emissions and Air Quality Handbook and required FAA Aviation Environmental Design Tool (AEDT) 2c, potential air quality impacts due to construction will be analyzed to determine general conformity with de minimis emission levels.

ASSUMPTIONS:

1. *Beaufort County is considered an attainment area for National Ambient Air Quality Standards (NAAQS) pollutants.*
2. *FAA Emissions and Dispersion Modeling System (EDMS) input and emission levels for the proposed project will not be prepared.*
3. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential construction impacts to air quality.*
4. *No monitoring of existing air quality or modeling will be performed as part of this scope of services.*

B. BIOLOGICAL RESOURCES –

1. **Biotic Communities** – A survey of biotic communities that may be affected directly or indirectly by the proposed project will be performed. This survey will be performed in conjunction with Task B.2 – Endangered and Threatened Species of Flora and Fauna. A brief description of the biotic communities will be prepared for inclusion in the environmental document.
2. **Endangered and Threatened Species of Flora and Fauna** – Reference information on threatened, endangered, and other rare species and critical habitats, as listed by the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), will be reviewed. Utilizing the reference information collected, field investigations will be conducted to identify habitat that may support the listed species. The location of previously sighted species, critical habitat, and habitat suitable for the legally protected species will be identified on an overlay map. A Section 7 (Endangered Species Act) Biological Assessment will be prepared and forwarded to USFWS and NMFS in conjunction with the draft environmental document regardless of species present. Final agency concurrence with the results of the biological assessment and required mitigation measures will be summarized in the final environmental document, as required.

ASSUMPTION:

1. *The site will be visited twice by an experienced biologist, for plant flowering periods.*
2. *The results of the biological assessment will be submitted to the USFWS for concurrence.*
3. *Should it be determined by USFWS that additional site visits will be necessary; these will be performed under a contract amendment.*

- C. CLIMATE** – In response to Executive Order 13514 Focused on Federal Leadership in Environmental, Energy, and Economic Performance (October 5, 2009), the CEQ developed Federal Greenhouse Gas Accounting and Reporting Guidance (October 6, 2010), which serves as the federal government's official greenhouse gas (GHG) reporting protocol. GHGs result primarily from combustion of fuels, and there is a direct relationship between fuel combustion and metric tons of carbon dioxide (CO₂). A discussion of potential impacts will be provided.

ASSUMPTION:

1. *No modeling will be performed as part of this scope of services.*

D. COASTAL RESOURCES –

1. **Coastal Zone Management Program** – Because the study area is located in the South Carolina Coastal Zone, coordination will be conducted with the SCDHEC Office of Coastal Resource Management (OCRM) to ensure consistency with the *South Carolina Coastal Management Program*. In particular, potential direct or indirect impacts to the designated critical areas will be identified. Mitigation measures will be investigated and summarized as necessary. During the preparation of the final environmental document, a final mitigation plan will be prepared, if deemed necessary.
2. **Coastal Barriers** – Coastal barriers protected under the Coastal Barrier Resource Act will be identified. In addition, early coordination will be conducted with the review agencies to identify potential impacts and mitigative measures, if necessary.

E. DEPARTMENT OF TRANSPORTATION ACT, SECTION 4(f) – An early inventory will be conducted to determine the presence of Section 4(f) properties (i.e., parks, recreation areas, wildlife and waterfowl refuges, and/or historic and archaeological sites).

F. FARMLAND – Soil data (prime, unique, and statewide important) will be evaluated. Information will be submitted on Form AD-1006, Farmland Conversion Impact Rating, Land Evaluation – Site Assessment, to the NRCS for review and comment. Based on the response from the NRCS, an estimate of direct and indirect impacts will be determined on: (1) number of acres that will be directly displaced; (2) areas where agricultural and timberland operations may be disrupted; and (3) indirect effects, such as those related to changes in land use.

1. **Soils** – A soils map of the site will be prepared. Descriptions of each of the soils indicated and their development limitation will be provided. Information regarding the need for potential fill material and clearing and grading will be determined.

ASSUMPTIONS:

1. *Construction requirements (such as, but not limited to, excavation and fill amounts) will be based on preliminary schematics and preliminary engineering.*
2. *Soils will be identified using U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) mapping*
3. *Geotechnical investigation of existing soil conditions will not be performed.*

G. HAZARDOUS MATERIALS, SOLID WASTE, AND POLLUTION PREVENTION –

1. **Hazardous Materials/Waste Sites** – A Level I Environmental Site Assessment will be conducted to include a thorough review of the history (50-year maximum) of the proposed project to identify environmental concern for contamination or liability from hazardous materials. In addition, a review of published data and a physical site inspection will be conducted. Documentation of investigation methods used, results obtained (e.g., site overview, site history, regulatory compliance history, site features, and site walkover survey), and a summary of findings and recommendations for further investigation, if necessary, will be provided.

ASSUMPTIONS:

1. *No subsurface investigations will be conducted.*
 2. *A Level II - Environmental Site Assessment will not be conducted.*
 3. *The Phase I ESA performed for the EA will be used for the purchase of the SJBC property.*
2. **Solid Waste Impact** – Proposed development, which relates only to airfield development (runways, taxiways, and related items), will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself.
3. **Pollution Prevention** – Agencies are required to comply with applicable pollution control standards, in the prevention, control, and abatement of environmental pollution; and consult with the federal, state, and local agencies concerning the best techniques and methods available for the prevention, control, and abatement of environmental pollution. Pollution prevention strategies should be outlined in the Airport's Stormwater Pollution Prevention Plan and Spill Prevention, Control, and Countermeasures Plan. These strategies will be discussed.

- H. HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES – A cultural resources survey, to determine the nature and distribution of historical, archaeological, and architectural resources within the study area, will be conducted. This survey will attempt to identify cultural resources and evaluate identified resources for their potential to meet the criteria of significance of the National Register of Historic Places (NRHP). This investigation will involve thorough background research and limited field investigations that will include, at a minimum, a photo-inventory of structures that are likely to be impacted (physically or aesthetically) and that appear to be at least 50 years old. In addition, sufficient information to complete a Standing Structures Form will be collected for each historic structure. This information will provide the basis for the evaluation of the structure with respect to the criteria of significance of the NRHP.

The cultural resources survey will meet the guidelines set forth by the State Historic Preservation Office (SHPO). The background research is designed to provide a description of the kinds of cultural resources likely to be present in the study area. In addition, this research will outline those aspects of the cultural heritage, evident in the study area, which are significant in the development of the region. This information is necessary to properly evaluate the eligibility of an identified cultural resource for the NRHP. This research will involve the review of historic maps of the region and reports on file with the SHPO and other cultural resource agencies. Field inspection will be limited; a historic-architectural survey team will examine standing structures within the study area and an archaeological team will perform a cursory overview of the study area in search of prehistoric, archaeological, and paleontological resources. A Phase I Cultural Resources Report will be prepared and forwarded to the SHPO requesting compliance with the National Historic Preservation Act of 1966, as amended.

ASSUMPTIONS:

- 1. FAA will be responsible for correspondence with Indian Tribes regarding the project.*
 - 2. No consultation with the Indian Tribes will be conducted. Should it be determined that consultation is required, this will be prepared as an amendment to this contract.*
 - 3. Six (6) meetings with the SCSHPO are anticipated to determine the requirements of the Memorandum of Understanding (MOU).*
 - 4. The Phase I Cultural Resources Survey of the 4.25-acre St. James Church Relocation Tract, Union Cemetery Road prepared in April 2020 will be included as part of the environmental documentation.*
 - 5. Comments for the aforementioned report will be included as part of the scope of services for the preparation of the environmental assessment.*
 - 6. If the SHPO determines that a Phase II Cultural Resources Survey is necessary, this task will be performed under a contract amendment.*
 - 7. A MOU is required and will be prepared during the design phase of the proposed project.*
- I. COMPATIBLE LAND USE – Existing land use within the study area (study area – 0.5 miles around HXD and the proposed project site) will be inventoried by windshield surveys. Land use plans and zoning codes will be collected and reviewed. Land use types, to be identified, will include residential, commercial, industrial, and noise sensitive sites (parks, schools, churches, etc.). In addition, community facilities and existing utilities will be inventoried. Information collected will be reviewed. Evaluation of existing land use and land use planning will include impacts to existing zoning, conformance with adopted comprehensive plans, impacts to neighborhoods, and cumulative impacts.

ASSUMPTION:

- 1. Available land use and zoning data will be provided by the **COUNTY** and Town of Hilton Head Island.*

- J. **NATURAL RESOURCES AND ENERGY SUPPLY** – In general terms, the potential energy consumption required to implement the project during construction and throughout its life will be determined. Energy conservation measures will be evaluated, if necessary.
- K. **NOISE** – The proposed project is not anticipated to have an adverse impact on the surrounding community from noise generated by additional aircraft using HXD. However, a noise analysis will be performed using the Aviation Environmental Design Tool (AEDT) 2c to determine the potential impact of noise on the surrounding community for the existing and proposed conditions. Noise contours will be produced ranging from 65 dB DNL to 80 dB DNL at 5 dB increments and plotted on the Airport Layout Plan or an aerial image of the Airport.

ASSUMPTIONS:

1. *FAA Aviation Environmental Design Tool (AEDT) 2c will be used to determine potential impacts.*
 2. *No monitoring of existing noise will be performed as part of this scope of services.*
- L. **SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE, AND CHILDREN'S HEALTH AND SAFETY RISKS** –
1. **Socioeconomic Impacts** – The impact of the proposed project on potential relocation of residences and/or businesses, changes in surface transportation patterns, disruption of planned development, and significant changes in the potential employment base will be analyzed. Should potential relocations occur, provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, will be utilized to determine compliance.
 2. **Environmental Justice** – Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (February 11, 1994) states that to the greatest extent practicable and permitted by law, each federal agency should make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations. A cursory analysis of population impact will be performed.
 8. **Children's Health and Safety Risks** – Executive Order 13045, Protection of Children from Environmental Health Risks and Safety Risks (April 23, 1997), directs federal agencies to identify and assess environmental health risks and safety risks that may disproportionately affect children. Environmental health risks and safety risks include risks to health or to safety that are attributable to products or substances that a child is likely to come in contact with or ingest, such as air, food, drinking water, recreational waters, soil, or products they might use or be exposed to. A cursory qualitative analysis of potential risks will be performed.

ASSUMPTION:

1. *A detailed quantitative risk assessment will be performed under a contract amendment, if deemed necessary.*

M. VISUAL EFFECTS –

1. **Light Emissions** – Consideration of the extent to which any lighting associated with the proposed project will create an annoyance to people in the vicinity of the airport will be determined.
2. **Visual Impacts** – Visual impact will be identified by examining the visual viewshed, which takes into account the entire landscape and is comprised of two main aspects: views to and views from. If necessary, mitigative measures to avoid adverse visual impacts will be discussed.

N. WATER RESOURCES –

1. **Wetlands** – Jurisdictional wetland areas will be identified and their size, location, type, and function/value estimated, in consultation with the U.S. Army Corps of Engineers (USACE) and other appropriate federal and state agencies. Available reference materials will be reviewed and field investigations will be conducted. Results of the wetland delineation and proposed mitigation plan, if necessary, will be prepared.

ASSUMPTIONS:

1. *A past wetland jurisdictional determination was conducted in 2012 within the boundary of the airport property, but it has expired in accordance with USACXDE requirements and will be reassessed.*
2. *Surveying of wetland boundaries will be performed by GPS and a jurisdictional determination prepared and submitted to the USACE for verification.*
3. *Permitting and mitigation are not included in this Work Authorization.*

2. **Floodplain** – A topographic map with the project boundaries (with 1-foot contour intervals) will be prepared indicating major land surface features. In addition, the 100-year floodplain and floodway boundaries will be identified and described (no field work or flagging of floodplain boundaries will be conducted). In accordance with Executive Order 11988, floodplain impacts will be identified such as effects to existing floodplain values, support of incompatible floodplain development, etc.

ASSUMPTIONS:

1. *Topographic mapping used in the preparation of the Master Plan Update will be used.*
2. *Floodplain boundaries will not be identified in the field.*
3. *Existing FEMA mapping will be used to identify floodplains.*

3. **Water Quality** – The ambient conditions of streams and other water bodies likely to be impacted by the proposed project will be described. Where available from the review agencies, data for surface water and groundwater quantity and quality will be cited. Potential impacts to water quality will be discussed. Mitigation, in the form of retention/detention basins, runoff channels, etc., will be developed in accordance with **COUNTY** requirements and federal, state, and local stormwater and water quality regulations.
 4. **Wild and Scenic Rivers** – Wild and scenic rivers within the study area will be identified and potential impacts discussed. Opportunities for the proposed project to provide public access to recreational and scenic amenities at such waterways will be investigated. Mitigative measures, if necessary, will be investigated.
- O. **CUMULATIVE IMPACTS** – **TBE** will discuss the secondary and cumulative impacts on a category-by-category basis for those where impacts will be anticipated. This will include land use, water quality, social, economics, wetlands and other topics for which this discussion will be appropriate.

ASSUMPTION:

1. *Indirect and cumulative impact analysis will be performed under a contract amendment, if deemed necessary.*
- P. **IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES** – Discussion of the use of resources will be outlined in this section.
- Q. **PERMITS** – Environmental permits required for construction of the proposed project will be identified and a brief description of regulatory requirements will be provided for each.

TASK 5: DRAFT ENVIRONMENTAL DOCUMENTATION

TBE will prepare a draft environmental assessment (DEA) in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects* (April 28, 2006), FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures* (July 16, 2015), and *1050.1F Desk Reference* (July 2015), utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Four (4)** copies of the preliminary DEA will be distributed for review and comment. Comments will be incorporated and **20** copies of the approved draft document will be prepared for general distribution to the reviewing agencies. The DEA will address the following items:

- A. **PURPOSE AND NEED** – This section will provide a description of the proposed action that addresses, at a minimum:

1. Project purpose
 2. Proposed action
 3. Relationship of the proposed action to applicable federal, state, and local rules and regulations
 4. Public need for the proposed action
- B. ALTERNATIVES – This section will discuss a maximum of three build alternatives, and a no-build alternative. Each alternative will be addressed to demonstrate that feasible options were adequately considered.
- C. AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES – **TBE** will use the environmental inventory previously conducted to describe the environmental setting in the local, regional, and statewide context. This will serve as the background for preparation of the impact analysis section of the draft document. The impact and mitigation portion of the DEA will identify and describe the primary, secondary, and cumulative environmental impacts on the natural, human, and economic resources. Primary impacts are environmental changes occurring as a result of the proposed action. Secondary impacts are those impacts that extend to the surrounding area from the implementation of the proposed action. Cumulative impacts are normally those occurring over a long period of time that is precipitated directly or indirectly from implementation of the proposed action. Mitigation plans, if required for unavoidable adverse impact will also be discussed.
- D. PREPARERS – A list of people responsible for preparation of the draft document will be included in the document.
- E. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. *The **COUNTY** and **FAA** will review the preliminary DEA document concurrently and will provide comments to **TBE**.*
2. ***TBE** will assume one (1) concurrent independent review by the **COUNTY** and **FAA** prior to approval of the DEA.*

DELIVERABLES

1. ***Four (4)** copies of the preliminary DEA for review; and,*
2. ***Twenty (20)** copies of approved DEA.*

TASK 6: ADVERTISE, CONDUCT PUBLIC HEARING WORKSHOP, AND EVALUATE COMMENTS

A. PUBLIC HEARING WORKSHOP –

1. The **COUNTY** will arrange for the location of the public hearing workshop.
2. **TBE** will prepare the notice of opportunity for a public hearing workshop.
3. **Preparation for the Public Hearing Workshop** – Prepare two (2) sets of color-coded exhibits that identify inventoried resources associated with the proposed action, comment forms, maps and other graphics, and have on hand ten (10) copies of the DEA.
4. **Public Workshop Hearing Attendance** – TBE will attend the public workshop and will provide technical assistance and support to the COUNTY. **TBE** will have a recorder for oral comments.
5. Public comments received during the public comment period before, during, and after the public hearing workshop will be reviewed, categorized, and evaluated by the COUNTY and TBE. Appropriate responses will be included in the final document.

ASSUMPTIONS:

1. *The **COUNTY** will select and provide the location for the public hearing workshop.*
2. ***TBE** will provide two (2) copies of the DEA for the public workshop.*
3. ***TBE** will provide two (2) sets of graphics for identifying the major environmental resources associated with the proposed project.*
4. ***TBE** will prepare the referenced graphics and written materials normally associated with this task and attend the public hearing workshop.*

TASK 7: FINAL ENVIRONMENTAL DOCUMENTATION

TBE will revise the DEA in accordance with the appropriate regulatory guidance referenced in Task 4. **Four (4)** copies each of the preliminary final environmental assessment (FEA) will be distributed for review and comment. Comments will be incorporated and **10** copies of the approved FEA will be prepared for general distribution to those agencies having provided substantive comments into the FEA. The FEA will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of DEA and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.

- C. Attach written comments received following DEA circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

ASSUMPTIONS:

1. *The **COUNTY** and **FAA** will review the preliminary FEA concurrently and will provide comments to the **TBE**.*
2. ***TBE** will assume one (1) concurrent independent review prior to approval of the FEA.*
3. ***FAA** will prepare the Finding of No Significant Impact (FONSI).*

DELIVERABLES:

1. ***Four (4)** copies of the preliminary FEA for review; and,*
2. ***Ten (10)** copies of approved FEA.*

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

Cost of Services: 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 **\$296,177.67**, which includes reimbursable expenses. Special Additional Services shall be performed as listed below with a budget of **\$70,638.36**. The total value of this Work Authorization shall not exceed **\$366,816.03** without additional authorization

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

APPROVED:

BEAUFORT County

APPROVED:

TALBERT, BRIGHT &
ELLINGTON, INC.

Title

Vice President

Title:

Date:

Date:

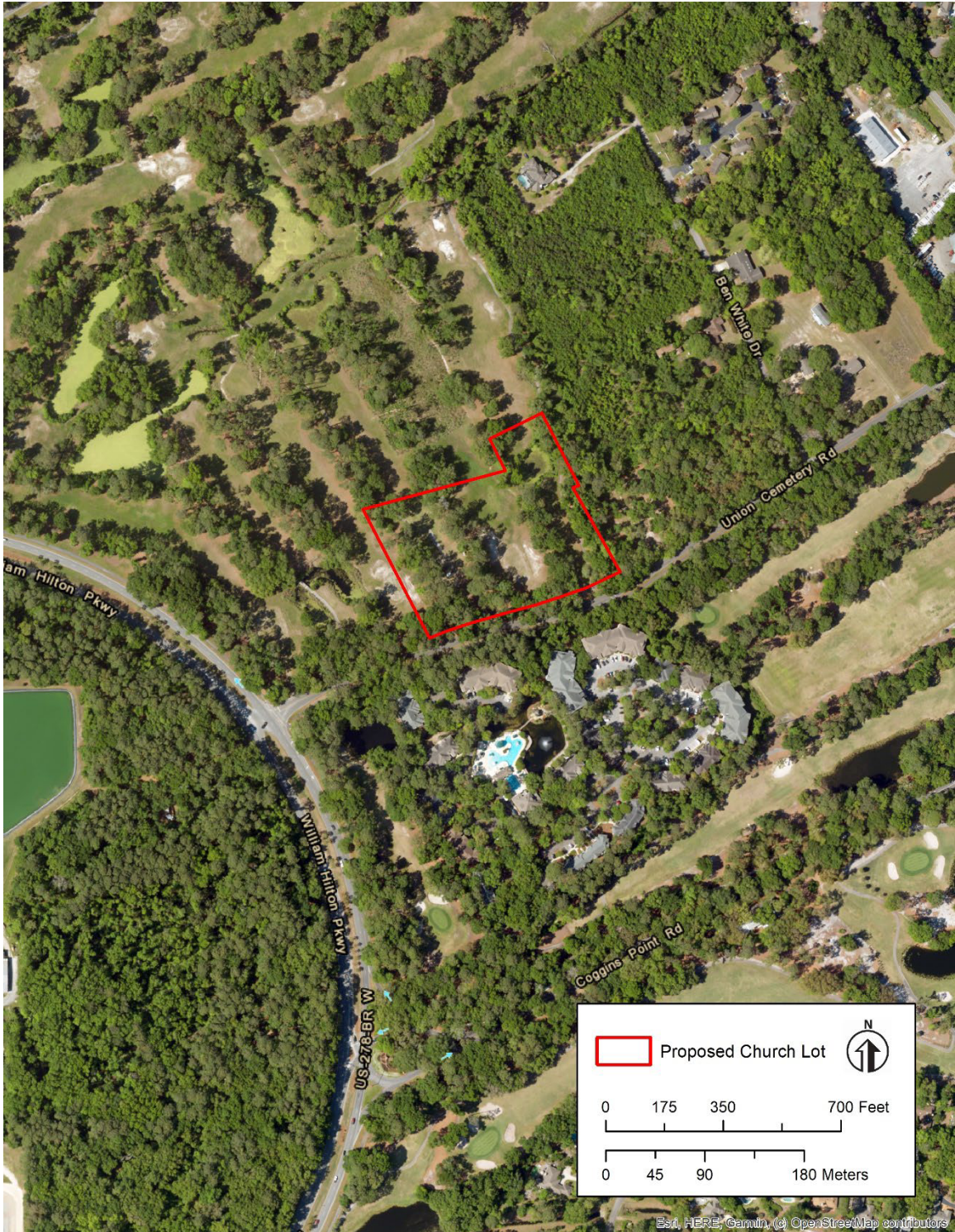
Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2304





MANHOUR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2304

December 21, 2023

DESCRIPTION	PRIN \$ 290	PM \$ 230	SP \$ 170	E5 \$ 185	E3 \$ 143	E2 \$ 120	E1 \$ 96	PMA III \$ 130	T5 \$ 140	AD4 \$ 85	AD3 \$ 75
<i>PRELIMINARY PROJECT SCOPING</i>											
Develop Project Scope/Contract	4	12	0	0	0	0	0	0	0	0	0
Subconsultant Negotiation and Management	2	8	0	0	0	0	0	0	0	0	0
<i>TASK 1 - PROJECT MANAGEMENT</i>											
Subconsultant Management	0	61	0	0	0	0	0	0	0	0	0
Meetings (3)	24	24	0	0	0	0	0	24	0	0	0
Monthly Status Reports	0	12	0	0	0	0	0	0	0	0	0
Project Management	32	60	0	0	0	0	0	0	0	16	0
Additional Meetings (8)	64	64	0	0	0	0	0	64	0	0	0
Public Information Meeting (1)	16	8	0	0	0	0	0	8	0	8	0
<i>TASK 2 - SECTION 163 DETERMINATION</i>											
Section 163 Documentation	0	4	0	0	0	0	0	0	0	0	0
<i>TASK 3 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION</i>											
Agency Meetings	0	16	0	0	0	0	0	0	0	0	0
Scoping Letter	0	4	0	0	0	0	0	0	0	0	0
Letter of Intent	0	4	0	0	0	0	0	0	0	0	0
SCSHPO Meeting (1)	8	8	0	0	0	0	0	0	0	0	0
<i>TASK 4 - ENVIRONMENTAL INVENTORY, EVALUATION, AND ANALYSIS</i>											
Air Quality	0	8	4	0	0	0	0	4	0	0	0
Biological Resources	0	4	1	0	0	0	0	2	0	0	0
Climate	0	4	0	0	0	0	0	2	0	0	0
Coastal Resources	0	8	0	0	0	0	0	0	0	0	0
Department of Transportation Act: Section 4(f)	0	1	0	0	0	0	0	0	0	0	0
Farmlands	0	1	0	0	0	0	0	0	0	0	0
Hazardous Materials, Solid Waste, and Pollution Prevention	0	8	1	0	0	0	0	4	4	0	0
Historical, Architectural, Archaeological, and Cultural Resources	0	40	2	0	0	0	0	2	0	0	0
Compatible Land Use	0	4	2	0	0	0	0	2	0	0	0
Natural Resources and Energy Supply	0	8	0	0	0	0	0	4	0	0	0
Noise	4	16	0	0	0	0	0	0	16	8	0
Socioeconomic Impacts, Environmental Justice, and Children's											
Environmental Health and Safety Risks	0	8	1	0	0	0	0	4		0	0
Visual Effects	0	8	0	0	0	0	0	4	0	0	0
Water Resources											
Wetlands	0	8	1	0	0	0	0	4	0	0	0
Floodplains	0	4	1	0	0	0	0	2	0	0	0
Water Quality	0	4	1	0	0	0	0	4	4	0	0
Wild and Scenic Rivers	0	1	1	0	0	0	0	0	0	0	0
Cumulative Impacts	0	4	0	0	0	0	0	2	0	0	0
Irreversible and Irretrievable Commitment of Resources	0	4	1	0	0	0	0	2	0	0	0
Permits	0	4	0	0	0	0	0	2	0	0	0
<i>TASK 5 - DRAFT ENVIRONMENTAL DOCUMENTATION</i>											
Purpose and Need	0	8	4	0	0	0	0	4	0	0	0
Alternatives	8	32	4	0	0	0	0	16	0	0	0
Affected Environment	0	8	4	0	0	0	0	4	0	0	0
Environmental Consequences	0	20	4	0	0	0	0	24	24	0	0
Preparers/Appendices	0	2	4	0	0	0	0	1	0	0	0
Comments and Coordination	0	4	4	0	0	0	0	2	0	0	0
Preliminary Draft Environmental Document	8	16	4	0	0	0	0	16	16	0	0
Final Draft Environmental Document	8	16	4	0	0	0	0	16	16		2
<i>TASK 6 - ADVERTISE, CONDUCT PUBLIC HEARING, AND EVALUATE COMMENTS</i>											

MANHOOR ESTIMATE

SJBC RELOCATION ENVIRONMENTAL DOCUMENTATION

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAC PROJECT NO:
CLIENT PROJECT NO:
TBE PROJECT NO: 2119-2304

December 21, 2023

DESCRIPTION	PRIN \$ 290	PM \$ 230	SP \$ 170	E5 \$ 185	E3 \$ 143	E2 \$ 120	E1 \$ 96	PMA III \$ 130	T5 \$ 140	AD4 \$ 85	AD3 \$ 75
Prepare Advertisement	0	2	0	0	0	0	0	1	0	0	1
Prepare Public Hearing Exhibits	0	8	16	0	0	0	0	8	16	0	1
Attend Public Hearing	8	8	8	0	0	0	0	8	0	8	0
Prepare Comment Responses	0	8	0	0	0	0	0	8	8	24	0
<i>TASK 7 - FINAL ENVIRONMENTAL DOCUMENTATION</i>											
Revise Draft Environmental Document	0	16	4	0	0	0	0	16	16	0	2
Preliminary Final Environmental Document	8	8	0	0	0	0	0	0	0	0	2
Final Environmental Document	8	16	4	0	0	0	0	16	16	0	0
MANHOOR TOTAL	202	604	80	0	0	0	0	280	136	64	8

DIRECT LABOR EXPENSES: CLASSIFICATION

		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	202	\$ 58,580
Project Manager	PM	\$ 230	604	\$ 139,018
Senior Planner	SP	\$ 170	80	\$ 13,600
Engineer V	E5	\$ 185	-	\$ -
Engineer III	E3	\$ 143	-	\$ -
Engineer II	E2	\$ 120	-	\$ -
Engineer I	E1	\$ 96	-	\$ -
Project Manager's Assist. III	PMA III	\$ 130	280	\$ 36,400
Technician V	T5	\$ 140	136	\$ 19,040
Admin. Assistant IV	AD4	\$ 85	64	\$ 5,440
Admin. Assistant III	AD3	\$ 75	8	\$ 600
	Total		1,374	
<i>SUBTOTAL</i>				\$ 272,677.67

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250.00	2	\$ 500
Postage	LS	\$ 500.00	2	\$ 1,000
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500.00	2	\$ 1,000
Travel/Per Diem	LS	\$ 3,000.00	3	\$ 9,000
Draft Environmental Document	EA	\$ 250.00	24	\$ 6,000
Final Environmental Document	EA	\$ 250.00	14	\$ 3,500
Presentation Materials	LS	\$ 2,500.00	1	\$ 2,500
<i>SUBTOTAL</i>				\$ 23,500.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Brockington & Associates (St. James Church Phase I-1)	LS	\$ 27,979	1	\$ 27,978.80
Brockington & Associates (Union Cemetery Road Property)	LS	\$ 11,726	1	\$ 11,725.56
S&ME (Protected Species Assessments)	LS	\$ 6,000	1	\$ 6,000.00
S&ME (Jurisdictional Waters Assessments)	LS	\$ 6,000	1	\$ 6,000.00
S&ME (Phase I Site Assessments)	LS	\$ 5,500	1	\$ 5,500.00
Ken Weeden & Associates (DBE 2024-2026 Plan)	LS	\$ 7,434	1	\$ 7,434.00
Roy Johnson (Facilitator)	LS	\$ 6,000	1	\$ 6,000.00
<i>SUBTOTAL</i>				\$ 70,638.36

TOTAL COST: \$ 366,816.03

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-2304

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) NON-TENANT COMMERCIAL OPERATING
AGREEMENT

This Non-Tenant Commercial Operating Agreement (the "Agreement") is entered into by and between the County of Beaufort, a political subdivision of the State of South Carolina, as the governing body of the Beaufort County Airport, a body politic and corporate, existing under and by virtue of the laws of the State of South Carolina ("County"), and M&L Mobile Detailing LLC (the "Operator"), having its principal office at 8439 Dorchester Road 523, North Charleston, SC 29420.

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 detailing** 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 in consideration 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 date signed by County Administrator at 12:01 a.m. ("Date of Commencement") and shall end at 11:59 p.m. on February 1, 2025.

After that time, this Agreement may be renewed for a one year period, 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. This renewal option shall be in effect for 2 years from the end of the initial term of this Agreement.

ARTICLE II
USES AND PRIVILEGES

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

1. Scope of Privilege. The Operator shall only have the non-exclusive right and privilege to access the Airport to provide **aircraft detailing**. 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 Detailing

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

2. Access. Subject to the provisions hereof, the Rules, Regulations and Ordinances and such restrictions as County may impose, County hereby grants to Operator, 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. Manner and Extent of Payment. Commencing with the Date of Commencement, the Operator, in return for use of the Airport facilities and privileges granted hereunder, agrees to pay County without deduction or setoff, during the term of this Agreement, certain charges and fees as set forth herein, in the following manner unless specified otherwise: **AIRPORT ACCESS FEE OF \$75.00 FOR EACH MOBILIZATION OF AIRCRAFT DETAILING.**

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

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

ARTICLE 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. Termination by Operator. 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. Termination by County. 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. Default. 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. Causes of Breach; Waiver. 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. Termination of Agreement for Convenience. 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. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior representations, agreements and understandings, oral or written, relating to the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

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

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

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

AS TO COUNTY:
Airport Director/Supervisor
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:
M&L Mobile Detailing LLC
8439 Dorchester Road 523
North Charleston, SC 29420

With a Copy to:

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

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

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


ATTEST:

BEAUFORT COUNTY

By: _____
_____, County Administrator

Date: _____

ATTEST:



OPERATOR:

By: M&L Mobile Detailing LLC
Printed Name: Luis Chaparro
Title: Owner/Operator

Date: 01/08/2024

EXHIBIT A



M&L Mobile Detailing LLC
Monthly Activity Report
(Airport Access Fee of \$75 for each mobilization for aircraft detailing)

Date	Description of Services Rendered	\$75.00
	AMOUNT DUE	

Signature: 

Please submit this form along with the amount due to the following address by the 15th of each month:

Beaufort Executive Airport
Attn: Administration
39 Airport Circle
Beaufort, SC 29907