



Beaufort County Airports Board

Chairman
CHRIS BUTLER

Vice Chairman
JAMES STARNES

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

Airports Director
JON REMBOLD

County Administrator
MICHAEL MOORE

Sr. Administrative Specialist
ROCIO REXRODE

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

Mailing Address
Airport Administration
26 Hunter Road
Hilton Head, SC 29926
(843) 255.2942
www.beaufortcountysc.gov

MEETING ACCESS

[MEETING LINK](#)

ID: 161 714 8655

Passcode: 791968

Beaufort County Airports Board Agenda

Burton Wells Recreation Center | Classroom 1
1 Middleton Recreation Dr., Beaufort, SC 29906

Thursday, April 10, 2025, at 10:00 AM

- 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 – [MARCH 13, 2025](#)
 - VI. PUBLIC COMMENT (Limit comments to three minutes)
 - VII. DIRECTOR'S REPORT
 - VIII. UNFINISHED BUSINESS
 - IX. NEW BUSINESS
- ACTION ITEMS:
1. ELECTION OF OFFICERS: CHAIR AND VICE CHAIR - [VOTE](#)
 2. FY2026 BUDGET - RECOMMENDATION TO APPROVE AIRPORTS DEPARTMENT FY2026 PROPOSED BUDGET - [VOTE](#)
 3. CONTRACT AWARD - RECOMMENDATION OF PARKING MANAGEMENT SERVICES AT HILTON HEAD ISLAND AIRPORT TO ELITE PARKING SERVICES OF AMERICA - [VOTE](#)
- X. CHAIRMAN UPDATE
 - XI. COMMITTEE REPORTS
 - XII. CITIZEN COMMENT (Limit comments to three minutes)
 - XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, MAY 8, 2025, AT 10:00 AM

COUNCIL CHAMBERS, 1 TOWN CENTER COURT, HILTON HEAD, SC 29928

MINUTES

Beaufort County Airports Board

March 13, 2025 | 10:00 am | Meeting called to order by Chairman Chris Butler
[Video and Transcript](#)

ATTENDANCE

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

Absent: David Nelems, Howard Ackerman, and Mark Bailey

County Staff: Jon Rembold, Airports Director; Stephen Parry, Deputy Airports Director; Brian Cronin, Airports Finance Manager; and Rocio Rexrode, Airports Senior Administrative Specialist.

Beaufort County Council Liaison: Thomas Reitz

Hilton Head Island Town Council Liaison: Melinda Tunner

Public: Judy Elder, Talbert, Bright and Ellington, Inc.

AGENDA ADOPTION

The March 13, 2025, BCAB meeting agenda was adopted with unanimous consent.

APPROVAL OF MINUTES

Rich Sells made a motion to approve the February 20, 2024, meeting minutes. Anne Esposito seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

Thomas Reitz: He congratulated all reappointments to the BCAB. He mentioned that he and Melinda Tunner are working together. He assured the members that with the recent changes in leadership at the County level, this Council is even more in tune with what the Airports want to do.

Melinda Tunner: She introduced herself as the newly appointed Town of Hilton Head liaison to the Beaufort County Airport Board, a role she actively sought. Representing Ward 6, which is centrally located near the airport, she emphasized her strong interest in keeping residents informed about airport developments. Having attended several meetings in the past, she looks forward to learning more and collaborating with the board moving forward.

DIRECTOR'S REPORT

- **DEPARTMENT UPDATE:**

Adopt-a-Highway: Rembold mentioned that the HXD staff completed their quarterly Adopt-a-Highway cleanup of Hunter Road.

Hilton Head Island and McCracken Middle Schools Fieldtrip: Rembold noted that students had a behind-the-scenes look at ARFF facilities. He said that with support from the Civil Air Patrol, they explored airport operations and observed ARFF demonstrations.

- **TERMINAL UPDATE:**

Rembold stated that construction is on schedule. He noted that the roof installation is nearly complete, windows are being installed, and almost all of the interior framing is almost finished, with the space starting to take shape.

- **AIRPORTS' BUSINESS UPDATE:**

State Funding Request: Rembold announced that a formal request for Phase II funding, totaling \$15 million, has been submitted to the state, matching the amount received for Phase I. He said the entire Legislative Delegation has received a copy, and informal requests have been made through Jeff Bradley. While Phase II will not have FAA funding, an application for discretionary FAA funds will still be submitted. Additionally, a separate \$2 million request for the St. James Baptist Church Project will be submitted this week.

SCAA Newsletter: Rembold mentioned that the South Carolina Aviation Association (SCAA) newsletter recently highlighted key projects and advocacy efforts. Updates on state and federal funding requests were included, along with recognition of Board members' continued engagement. He said the newsletter serves as an important platform for sharing legislative priorities and industry updates. He encouraged Board members to contribute relevant news and milestones to future editions.

March 27 DC Legislative Reception: Rembold mentioned the legislative reception in Washington, D.C., is scheduled for March 27. He said key meetings with state staffers and members of Congress will take place at the reception and that discussions will focus on federal funding uncertainties and the availability of discretionary funds. The event provides an opportunity to strengthen relationships and advocate for continued support. He encouraged Board members to participate and reinforce funding requests.

Board Reappointments: Rembold informed that all board members who were up for reappointment have been reappointed. He extended congratulations to those who have been reappointed and recognize their ongoing contributions.

Advocacy Committee: Rembold suggested that a review of the current committee structure is underway, with discussions on forming an Advocacy/Public Policy Committee. This new committee would focus on government relations, legislative engagement, and public affairs to strengthen advocacy efforts. He encouraged board members to stay informed and actively participate in these initiatives. The goal is to ensure a proactive approach to addressing policy and funding challenges.

Fill it Forward: Rembold said that the Fill It Forward initiative has been introduced in partnership with Hilton Head's Sea Turtle Patrol to support conservation efforts. He explained each time a reusable bottle is refilled, a \$1 donation will be made toward sea turtle conservation. The airport will sponsor the program by installing water-filling stations and providing marketing materials and local hotels and resorts have pledged up to \$15,000 in support, further promoting sustainability and reducing single-use plastics.

- **ARW UPDATE:**

Jon Rembold provided updates on upcoming projects at Beaufort Executive Airport (ARW). A runway closure is scheduled for approximately one week in April for drainage installation along the runway edges. Since this work falls within the runway safety area, the airport must temporarily close. Advance notice has been provided to tenants and charter operators to help them plan accordingly. The paving phase of the runway rehabilitation is expected to take place this summer, though the exact schedule is still being finalized. Additionally, the long-awaited hangar site work project is nearly ready to begin. The contract with Gulfstream Construction was approved last October, and the airport is awaiting the final county permit before moving forward. While the initial work will focus on preparing the site, full hangar construction will commence once funding for the vertical phase is secured.

1. AIRPORTS SECOND QUARTER FINANCIAL UPDATE:

Brian Cronin delivered a detailed financial [report](#) on both airports' performance.

Hilton Head Island Airport: The second-quarter financial update for HXD showed revenue growth driven by increased ramp fees, security fees, and rental income, primarily due to cost recovery adjustments with airlines. Hangar rentals also saw a rise following rate increases. Payroll expenses increased due to the timing of group insurance booking, salary adjustments, annual raises, and a compensation study. Advertising costs declined as a federal grant helped offset expenditures. Some expense variances, such as group insurance and stormwater fees, were due to timing differences in accounting. Jet fuel purchases and sales remained steady, with inventory management ensuring revenues aligned with expenses over time. He said that overall, the airport's financial position remains stable, with expectations that timing-related variances will balance out by year-end.

Beaufort Executive Airport: ARW's financial report reflected stable revenue, with minor fluctuations in fuel sales and hangar rentals. Jet fuel revenue and expenses varied due to inventory timing, but sales trends remained consistent with past quarters. Payroll expenses increased slightly due to an additional employee, annual raises and adjustments from a compensation study. Advertising costs were lower as the airport utilized a federal grant to support marketing efforts. Some expense variances, including

stormwater fees and group insurance, were attributed to accounting timing differences. He stated that overall, operational costs were well-managed, and the airport's financial health remained steady. The expectation is that any minor variances will level out by the end of the fiscal year.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. BEAUFORT EXECUTIVE AIRPORT (ARW) - RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND BEAUFORT FLIGHT TRAINING

Jim Starnes made a motion to approve a recommendation to approve a resolution authorizing a commercial operating agreement between Beaufort County and Beaufort Flight Training. Rich Sells seconded the motion. All were in favor and the motion passed.

CHAIRMAN UPDATE

Discussion: The BCAB established a Legislative & Advocacy Committee to represent airport interests to various elected officials. The Board selected Rich Sells as the committee chairman.

1. Finance Committee

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

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

2. Passenger Service Committee

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

Lesli mentioned that the Airport Ambassadors program is growing, with more potential volunteers than ever before. She said recruitment efforts are ongoing, and she continues to encourage new ambassadors to join.

3. 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.

4. HXD Airport Improvement Committee

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

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

Additional Comments:

Brian Turrisi noted a decline in general aviation (GA) operations at HXD, dropping from 26,500 in 2021 to 20,800 in 2023, with only 3,000 recorded so far this year. While commercial traffic remains steady, GA revenue from flight schools and FBOs has declined, though charter flights have increased. He pointed out that HXD's fuel prices, \$3 per gallon higher than nearby ARW, may be driving GA pilots to alternative airports. With FAA funding influenced by total operations, he suggested reviewing pricing strategies to keep Hilton Head competitive and support long-term GA growth.

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

The motion to adjourn was made at 10:58 a.m. It passed unanimously.

NEXT MEETING

April 10, 2025 | 10:00 am

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



The following is a summary of the Hilton Head Island Airport and Beaufort Executive Airport proposed fiscal year 2026 budgets.

Hilton Head Island Airport Fiscal Year 2026 Proposed Budget

The below financial statement summarizes the Hilton Head Island Airport (HXD) fiscal year 2026 proposed budget vs. the HXD fiscal year 2025 budget.

Hilton Head Island Airport (HXD) Fiscal Year 2026 Proposed Budget vs. Fiscal Year 2025 Budget

Revenue	FY2026 Proposed Budget	FY2025 Budget	Increase/(Decrease)
Intergovernmental	\$150,000	\$230,000	(\$80,000)
Charges for Services	5,332,594	4,991,630	340,964
Contributed from Prior Year Fund Balance	550,000	-	550,000
Miscellaneous	94,102	80,000	14,102
Total Revenue	6,126,696	5,301,630	825,066
Expense			
Personnel	1,893,834	1,838,674	55,160
Purchases	2,123,403	2,242,893	(119,490)
Supplies	70,577	47,000	23,577
Debt	48,500	52,300	(3,800)
Capital Equipment	861,507	558,963	302,544
Renovations and Infrastructure	550,000	-	550,000
Local Grant Match	128,875	160,000	(31,125)
Depreciation Expense	450,000	401,800	48,200
Total Expense	6,126,696	5,301,630	825,066
Total Revenues vs. Expense Budget	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

County Council of Beaufort County

HXD • 120 Beach City Road • Hilton Head Island • SC 29926 • 843.255.2942 • HiltonHeadAirport.com

ARW • 39 Airport Circle • Beaufort • SC 29907 • 843.255.2974 • BeaufortCountyAirport.com

HXD Budget Variance Summary

Revenue

- **Intergovernmental** – This category includes Town of Hilton Head ATAX revenues. HXD has received an award letter for \$150,000 for ATAX revenues.
- **Charges for Services** – Shows a \$340,964 budget increase. This change is due to increased projected airline cost recovery fees.
- **Contributed from Prior Year Fund Balance** – We have budgeted \$550,000 from the prior year fund balance for the 26 Hunter Road renovation and the building demolition that is necessary for FAA compliance.

Expense

- **Personnel** – Tentatively, personnel expense is set at \$1,893,834. This estimate will be adjusted when the County finalizes and approves any annual salary increases and new positions.
- **Purchases** – This fiscal year 2026 budget decreased from the fiscal year 2025 revised budget due to the FAA compliance payment that was made in fiscal year 2025.
- **Supplies** – For fiscal year 2025, the supplies budget was insufficient. To address this, we have increased the fiscal year 2026 budget to account for both the previous shortfall and the rising costs of supplies, as well as the purchase of essential ARFF medical items.
- **Capital Equipment** – The following table is a listing of potential fiscal year 2026 capital equipment purchases that are estimated at \$536,000. Please note that the \$861,507 proposed budget for capital equipment will be adjusted downward when the salaries line item is finalized by County Finance.

Fiscal Year 2026 Capital Equipment Budget		
Department	Asset Description	FY2026 Estimated Cost
Security	Total Containment Vehicle	\$ 100,000
Security	Enhanced Security- AOA	60,000
Operations	Truck	50,000
Operations	EMAS Seal renovation	40,000
Operations	Bobcat attachment drum mulcher	40,000
Operations	HVAC Replacement	20,000
Maintenance	Start to replace older vehicle gate motors	25,000
Maintenance	Runway Line Painting Machine	55,000
Maintenance	Surface abrasion equipment	30,000
Maintenance	Landscaping Equipment	30,000
Maintenance	Bobcat attachments (bucket sweeper)	10,000
ARFF	Camera for Engine 940	18,000
ARFF	Cutters	18,000
ARFF	SCBA Air Packs and Cylinders	40,000
	Total	\$ 536,000

County Council of Beaufort County

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ARW ▪ 39 Airport Circle ▪ Beaufort ▪ SC 29907 ▪ 843.255.2974 ▪ BeaufortCountyAirport.com

Beaufort Executive Airport Fiscal Year 2026 Proposed Budget

The below financial statement summarizes the Beaufort Executive Airport (ARW) fiscal year 2026 proposed budget vs. the ARW fiscal year 2025 budget.

Beaufort Executive Airport (ARW) Fiscal Year 2026 Proposed Budget vs. Fiscal Year 2025 Budget

Revenue	FY2026 Proposed Budget	FY2025 Budget	Increase/(Decrease)
Charges for Services	\$892,208	\$996,600	(\$104,392)
Miscellaneous	249,034	216,700	32,334
Transfers In/Contributed from prior year balance	<u>1,237,051</u>	<u>1,463,900</u>	<u>(226,849)</u>
Total Revenue	2,378,293	2,677,200	(298,907)
Expense			
Personnel	292,209	236,161	56,048
Purchases	211,477	212,800	(1,323)
Supplies	8,500	10,797	(2,297)
Site Development	1,237,051	1,433,200	(196,149)
Capital Equipment	42,005	38,042	3,963
Purchases - Enterprise	539,051	701,200	(162,149)
Depreciation Expense	<u>48,000</u>	<u>45,000</u>	<u>3,000</u>
Total Expense	<u>2,378,293</u>	<u>2,677,200</u>	<u>(298,907)</u>
Total Revenues vs. Expense Budget	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

ARW Budget Variance Summary

Revenue

- **Charges for Services** – Shows a \$104,392 budget decrease mainly due to a reduction for the fiscal year 2026 fuel AvGas budget. The fiscal 2025 budget for AvGas fuel was overestimated. For fiscal 2026 we are reducing it to more accurately reflect fiscal 2025 year-to-date actuals and future expectations.
- **Transfers in/Contributed from prior year balance** – This is the budgeted ARPA balance associated the ARW hangar project. The fiscal year 2026 reduction is due to preconstruction phase expenses.

Expense

- **Personnel** – The County has not yet finalized this line item. The fiscal year 2026 budget includes an increase of \$56,048 over fiscal year 2025, driven by ARW's staff shortage in fiscal year 2025, the County's compensation study, and the annual cost of living adjustment.¹
- **Site Development** – This is the budgeted ARPA balance associated with the ARW hangar project. We did note that for the fiscal year 2025 budget the Transfer In on the revenue side does not match with Site Development on the expense side (\$1,463,900 vs. \$1,433,200). Both numbers should have been budgeted at \$1,433,200 for FY2025.
- **Capital Equipment** – At this point in time, \$42,005 is budgeted for potential capital equipment purchases. Please note that this amount will be adjusted when the salaries line item is finalized by Beaufort County.
- **Purchases-Enterprise** – This line item covers jet fuel and aviation gas purchases. After reviewing historical sales, associated costs, and future projections, we have lowered the estimated expenses for fiscal year 2026.

¹ The financial impact of the County compensation study was unknown at the time of the creation of the fiscal year 2025 budget.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)**Parking Management Services at Hilton Head Island Airport**

THIS CONTRACT (hereinafter the "Contract") entered into this day of , 20 , between the COUNTY OF BEAUFORT, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter "County") and Elite Parking SE-M, LLC, (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties")

WITNESSETH:

WHEREAS, the County wishes to contract for **Parking Management Services at Hilton Head Island Airport** (the "Work" and/or "Services"); and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor;

NOW, THEREFORE, in consideration of these premises and covenants set forth herein, it is agreed by and between the Parties as follows:

SECTION ONE

Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

Exhibit A: Operator's Fee Schedule and Proposal dated **February 11, 2025.**

Exhibit B: Solicitation RFP 012825

Exhibit C: Additional Terms attached

Exhibit D: Drawings and Aerial Views attached

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

As between the Contract and the Contract Documents which make up this Contract, the Contract shall govern.

In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the Contractor shall the County immediately upon discovery of the same for resolution by the County.

Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION TWO

Scope of Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a timely and workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

The Contractor shall provide the services outlined below in conjunction with the Contractor's Fee Schedule and Proposal dated **February 11, 2025** marked as Exhibit A, that was previously incorporated by reference. The Contractor shall commence the Work as specified in the Notice to Proceed, when it is issued, but not before it is issued. Coordination of the Work and administration of this Contract shall be by the Hilton Head Island Airport.

SECTION THREE

Contract Price: Payment Terms

County agrees to pay for the performance of the Work described in this Contract, including all items necessary to provide the services, in accordance with all terms and conditions as stated herein on the following basis:

Contract Amount: **as agreed upon and stated in Exhibit A, Contractors Fee Schedule**

Payments:

All invoices and payments shall be addressed Hilton Head Island Airport, Attn: Accounts Payable 26 Hunter Road. Hilton Head Island, SC 29926

SECTION FOUR

Time: Term of Contract

The County hereby contracts with Contractor to provide the Scope of services specified herein for a period not to exceed five (5) years from the execution of this contract.

Beaufort County reserves the right to extend the term of the contract if both parties are in agreement and County Council approves such extension.

SECTION FIVE

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain General Liability and Professional Liability Insurance, The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-Contractors to carry the same coverages in the same amounts. The County must be advised immediately of any changes in required coverages.

SECTION SIX

Compliance with Legal Requirements

All applicable federal, state, and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Scope of services. The Contractor shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subContractors or sub-subContractors; or (b) that the Contractor and its subContractors or sub-subContractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subContractors, language requiring subContractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the subContractors language requiring the sub-subContractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically, the provisions of the equal opportunity clause.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such applicable law, ordinance, rule, or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance.

SECTION SEVEN

Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION EIGHT

Contractor's Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Scope of services required in this Contract.

The Contractor warrants and represents that it shall be responsible for all subContractors scope of services directly for it, as well as for their scope of services product, as though the Contractor had performed the Scope of services itself.

If equipment, materials, and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Scope of services covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article, or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Scope of services. When required by this Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles that he contemplates incorporating in the Scope of services. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.

SECTION NINE

Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TEN

State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the six percent (6 %) South Carolina sales and/or use tax, and this amount shall be itemized and shown on all invoices and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina Company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subContractors to which withholding is applicable.

SECTION ELEVEN

Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for scope of services and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state, or federal governments, including but not limited to social security, Scope of servicesers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION TWELVE

Other Contracts

The County reserves the right to undertake or award other contracts for additional scope of services/services, and may elect to complete portions of the Scope of services/Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other Contractors, County employees and carefully fit its own scope of services/services to such scope of services/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of scope of services/services by any other Contractor or by County and or Department employees.

SECTION THIRTEEN

Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality, or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and business license issued by the County. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FOURTEEN

Safety, Health, and Security Precautions

The Contractor shall take proper safety, health, and security precautions to protect its scope of services and the County's property, scope of services, and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

SECTION FIFTEEN

RESERVED

SECTION SIXTEEN

Conditions Affecting the Scope of Services

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Scope of services, and the general and local conditions that can affect the Scope of services or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Scope of services without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

SECTION SEVENTEEN

Cleanup Scope of Services: Repair of Damages

If the Contractor is working on-site, the Contractor during the performance of the Scope of services, shall continuously keep County-provided scope of services space (the "Scope of services Site") and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials. Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Contractor's scope of services, equipment, or employees to a condition at least equal to that existing immediately prior to the beginning of the Scope of services.

SECTION EIGHTEEN

Reserved

SECTION NINETEEN

Suspension of Scope of Services

The Purchasing Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Scope of services for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Scope of services.

The Purchasing Director may order suspension of the Scope of services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Scope of services.

When the Purchasing Director orders any suspension of the Scope of services under the paragraph above, the Contractor shall not be entitled to any payment for Scope of services with respect to the period during which such Scope of services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY

Modification of Contract

The County's Purchasing Director has the unilateral right to modify this Contract, within the general scope of scope of services described above and in Attachment A, when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by the Contractor that

relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee and the schedule for performance. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Director, and the County is obligated to pay for the scope of services performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

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SECTION TWENTY-ONE

Termination

1. For Convenience

The Purchasing Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Scope of services actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

2. For Default

If the Contractor refuses or fails to perform the Scope of services or any separable part thereof in a timely manner or to the standard of care set forth within the Contract Documents, or otherwise is in material breach of the Contract Documents such failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to inform the Contractor of the default and demand that the Contractor immediately deliver a plan to remedy the default. If the Contractor does not respond with a timely or reasonably achievable plan, the County may terminate forthwith this Contract by additional written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section. Whether or not the Contractor's right to proceed with the Scope of services is terminated, it and its sureties shall be liable for any damage to the County resulting from the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience. In no event, however, shall Contractor or its sureties be liable for lost profits, indirect, special, punitive, incidental, or consequential damages.

3. Termination for Non-Appropriation of Funds

The Purchasing Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County, or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Scope of services actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for nonappropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

4. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO

Indemnification

Except for expenses or liabilities arising from the negligent or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent or intentionally wrongful performance, action, or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligent or intentionally wrongful performance, action, or inaction, or the negligent or intentionally wrongful performance, action, or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement, and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subContractor), the County's officers or employees, the employees of any other independent Contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all third-party claims lawsuits or demands for liabilities, penalties, losses, damages, costs, and expenses to the extent arising out of or resultant from any negligent act, error, or omission of the Contractor in the rendering or failure to render professional services under this Contract.

Such costs are to include, without limitation, settlement and reasonable attorneys' fees incurred by the County and its officers and employees where such fees are recoverable under applicable law. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subContractor), the County's officers or employees. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Scope of services hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity where such fees are recoverable under applicable law.

SECTION TWENTY-THREE

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subContractor under a contract to the prime Contractor, or to hire any subContractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FOUR

Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be effected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its scope of servicesing forces are compatible with the County Employees, and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction. No substitutions shall be made of such Contractor's representative without the approval of the County and a replacement by someone with comparable, skills, experience, and talent.

SECTION TWENTY-FIVE

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SIX

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

SECTION TWENTY-SEVEN

Entire Contract

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE

Non-waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals as of the day and year first written above.

WITNESS:

BEAUFORT COUNTY

By: _____

Its: _____

CONTRACTOR

By: _____

Its: _____

DRAFT

EXHIBIT C

OBLIGATIONS OF THE PARTIES.

Airport shall perform the following obligations:

Provide all the infrastructure upgrades necessary (Civil, Power, Network Comms, Access Bollards, & Stationary Island)

Pay for system installation cost (up to \$25,000)

Provide onsite maintenance response during system outages (Ex. Gate arm replacements)

Contractor shall perform the following obligations:

Provide Accounting Services

Provide Remote Command Management

Provide Licenses Plate Recognition (LPR) PARCS Equipment

Provide Cloud Hosting for System Server

Provide Credit Card Processing, PCI Compliance, & Merchant of Records Services

Provide Remote Management Services

Provide system warranty

CONFIDENTIALITY. Subject to sub-clause below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

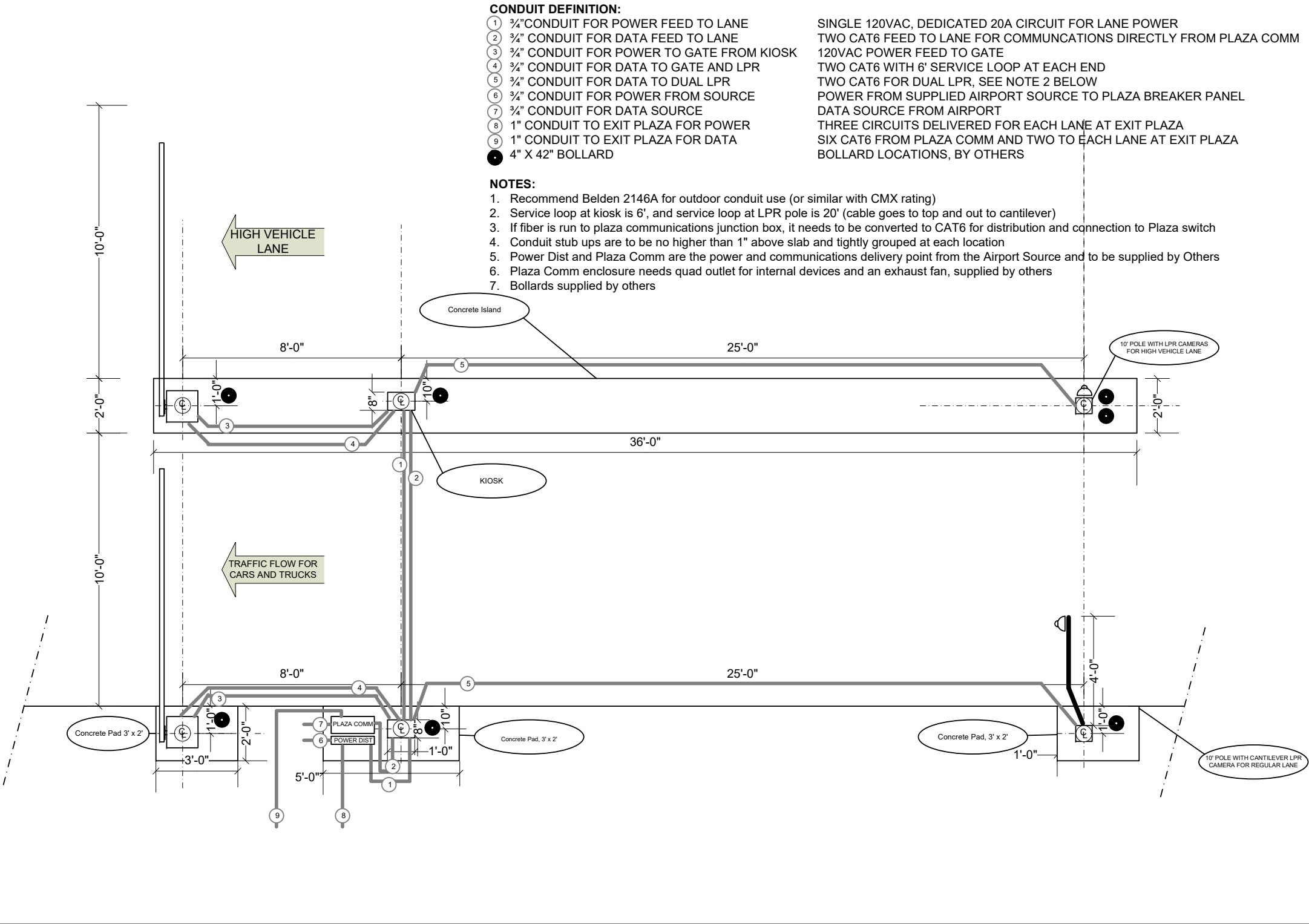
- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

CONSIDERATION. This Agreement is being made in consideration of the following: The Airport and Contractor agree to split the net income of the operations (Defined as Revenue minus Expenses). The agreed-upon expenses include the following:

- Accounting Service Fees
- Remote Command Management Fee
- Credit Card Processing & PCI Compliance Management Fees
- eTrac Software Subscription Fees
- Product Subscription Fee
- Strategic Management Service Fee



CONDUIT DEFINITION:

- 1 3/4" CONDUIT FOR POWER FEED TO LANE
- 2 3/4" CONDUIT FOR DATA FEED TO LANE
- 3 3/4" CONDUIT FOR POWER TO GATE FROM KIOSK
- 4 3/4" CONDUIT FOR DATA TO GATE AND LPR
- 5 3/4" CONDUIT FOR DATA TO DUAL LPR
- 6 3/4" CONDUIT FOR POWER FROM SOURCE
- 7 3/4" CONDUIT FOR DATA SOURCE
- 8 1" CONDUIT TO EXIT PLAZA FOR POWER
- 9 1" CONDUIT TO EXIT PLAZA FOR DATA
- 4" X 42" BOLLARD

SINGLE 120VAC, DEDICATED 20A CIRCUIT FOR LANE POWER
TWO CAT6 FEED TO LANE FOR COMMUNICATIONS DIRECTLY FROM PLAZA COMM
120VAC POWER FEED TO GATE
TWO CAT6 WITH 6' SERVICE LOOP AT EACH END
TWO CAT6 FOR DUAL LPR, SEE NOTE 2 BELOW
POWER FROM SUPPLIED AIRPORT SOURCE TO PLAZA BREAKER PANEL
DATA SOURCE FROM AIRPORT
THREE CIRCUITS DELIVERED FOR EACH LANE AT EXIT PLAZA
SIX CAT6 FROM PLAZA COMM AND TWO TO EACH LANE AT EXIT PLAZA
BOLLARD LOCATIONS, BY OTHERS

NOTES:

- 1. Recommend Belden 2146A for outdoor conduit use (or similar with CMX rating)
- 2. Service loop at kiosk is 6', and service loop at LPR pole is 20' (cable goes to top and out to cantilever)
- 3. If fiber is run to plaza communications junction box, it needs to be converted to CAT6 for distribution and connection to Plaza switch
- 4. Conduit stub ups are to be no higher than 1" above slab and tightly grouped at each location
- 5. Power Dist and Plaza Comm are the power and communications delivery point from the Airport Source and to be supplied by Others
- 6. Plaza Comm enclosure needs quad outlet for internal devices and an exhaust fan, supplied by others
- 7. Bollards supplied by others

Hilton Head Island Airport, South Carolina									
ELITE PARKING SERVICES OF AMERICA, INC 76 South Laura St., Ste. 1702 Jacksonville, FL 32202									
ISLAND LAYOUT FOR MAIN ENTRY AND GENERAL AVIATION ENTRY PLAZAS									
Project No.				Engineer				Drawing No.	
B. MCCABE				Draftsman				Submittal No.	
26 MARCH 2025				Date				Submittal Date	
Checked				Approved				-	
Description of Modification				Date				-	
Rev				Date				-	

EXHIBIT D

Google Maps



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EXHIBIT D

Google Maps



Imagery ©2025 Airbus, Map data ©2025 20 ft

EXHIBIT D

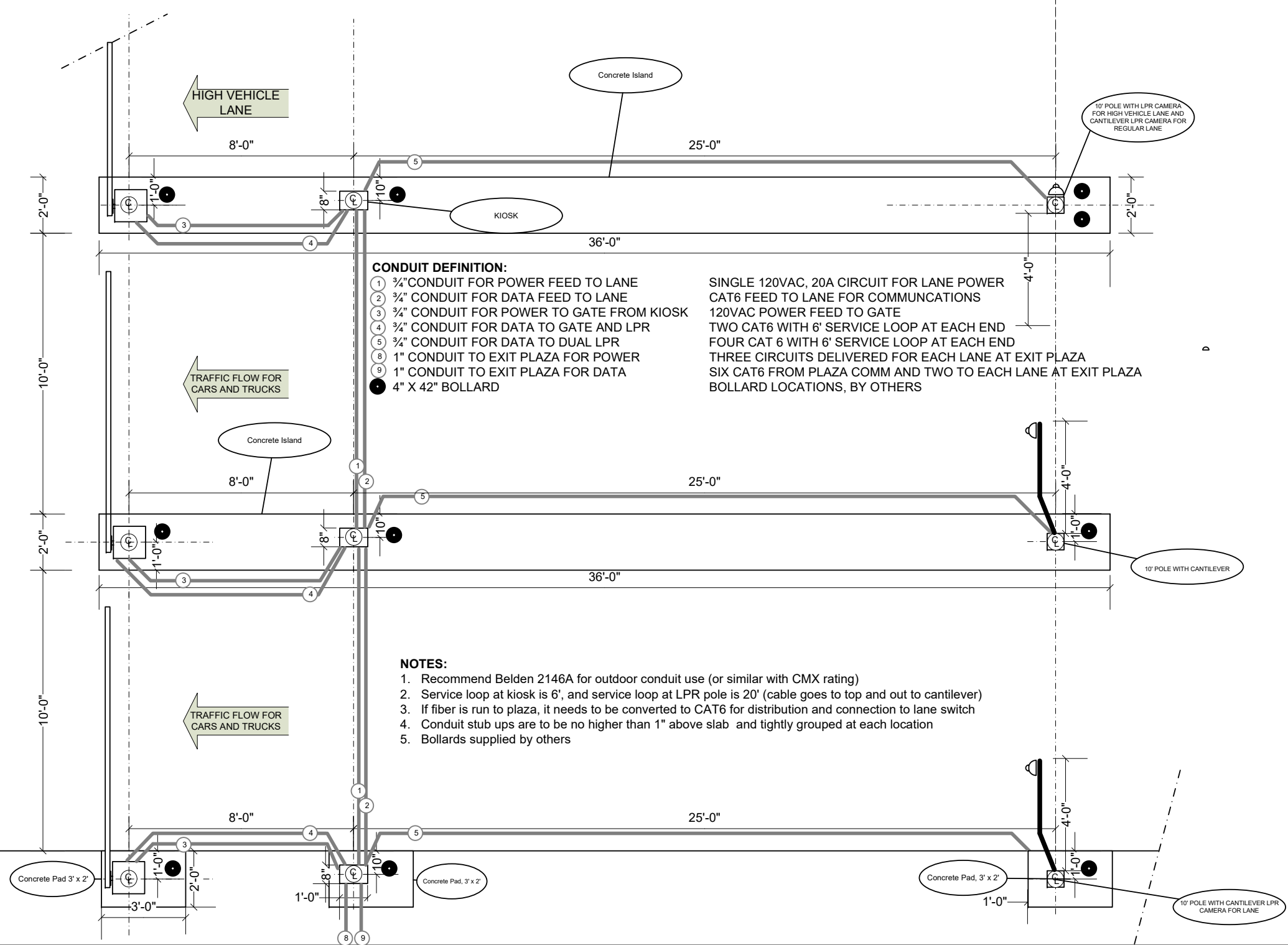
[illegible]

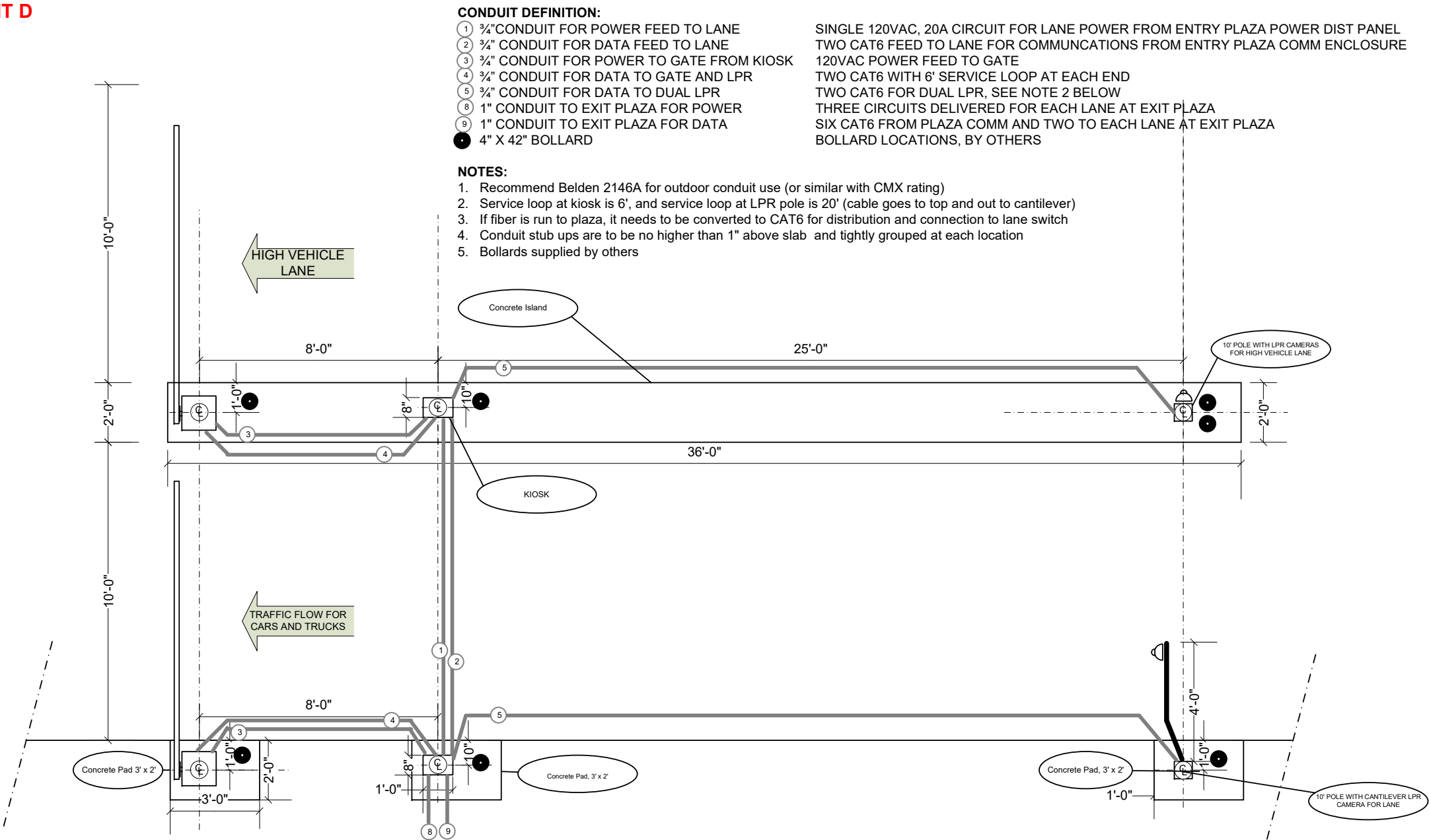
EXHIBIT D

Google Maps



Imagery ©2025 Airbus, Map data ©2025 20 ft

EXHIBIT D



- CONDUIT DEFINITION:**
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TWO CAT6 WITH 6' SERVICE LOOP AT EACH END
TWO CAT6 FOR DUAL LPR, SEE NOTE 2 BELOW
THREE CIRCUITS DELIVERED FOR EACH LANE AT EXIT PLAZA
SIX CAT6 FROM PLAZA COMM AND TWO TO EACH LANE AT EXIT PLAZA
BOLLARD LOCATIONS, BY OTHERS

Hilton Head Island Airport, South Carolina		ELITE PARKING SERVICES OF AMERICA, INC				76 South Laura St., Ste. 1702 Jacksonville, FL 32202	
Rev	Date	Description of Modification	Checked	Approved	Drawing No.	Submittal No.	Submittal Date
G.							
F.							
E.							
D.							
C.							
B.							
A.							
Project No.			B. MCCABE		ISLAND LAYOUT FOR GENERAL AVIATION EXIT PLAZA		
Engineer			26 MARCH 2025				
Draftsman							
Date							
Checked							
Approved							

EXHIBIT D

Google Maps



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