



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

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

Council Chambers – Hilton Head Island

One Town Center Court, Hilton Head, SC 29928

Thursday, March 13, 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 – [FEBRUARY 20, 2025](#)
- VI. PUBLIC COMMENT (Limit comments to three minutes)
- VII. DIRECTOR'S REPORT
 1. Airports Second Quarter Financial Update (Brian Cronin)
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
 - ACTION ITEMS:
 1. COMMERCIAL OPERATING AGREEMENT (ARW) - RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND BEAUFORT FLIGHT TRAINING – [VOTE](#)
- X. CHAIRMAN UPDATE
- XI. COMMITTEE REPORTS
- XII. CITIZEN COMMENT (Limit comments to three minutes)
- XIII. ADJOURNMENT

NEXT MEETING*:

THURSDAY, APRIL 10, 2025, AT 10:00 AM

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

MINUTES

Beaufort County Airports Board

February 20, 2025 | 10:00 am | Meeting called to order by Chairman Chris Butler

ATTENDANCE

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

Absent: Anne Esposito

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

Beaufort County Council Liaison:

Hilton Head Island Town Council Liaison:

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

AGENDA ADOPTION

Rich Sells made a motion to adopt February 20, 2025, BCAB meeting agenda. Leslie Adlam Flory seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

Howard Ackerman made a motion to approve January 16, 2025, meeting minutes. Jim Starnes seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were no Public Comments

DIRECTOR'S REPORT

- **DEPARTMENT UPDATE:**

New Staff: Wesley Theobald and Joel Cody

Rembold welcomed both staff members to the Airports team. He stated that they are firefighters at the ARFF and were hired as part-time employees to help reduce overtime.

New Staff: Sandy Muller

Rembold mentioned that Sandy is the third member of the Airport Finance team. He explained that she was hired as an Accounts Payable Specialist and to assist with daily financial tasks.

Inspiring for the Future:

Rembold shared that Mike Waters' grandsons, Bennett and Chase, were invited by the Fire Chief to return for a tour of the ARFF.

Snow Days:

Rembold explained the impact of the snowstorm on both airports. He noted that they cleared the snow at HXD within a couple of days using a motor grader and that the airport was open for business by midmorning on Saturday following the storm.

Annual Conferences:

Jon Rembold and Steve Parry attended the South Carolina Aviation Conference in Greenville, SC, and Chief Bobby Davidson and Charles Neeson attended the FAA Southern Region Airports Conference in Atlanta, GA.

- **TERMINAL UPDATE:**

Rembold reported that the project is progressing smoothly and remains on schedule.

- **AIRPORTS' BUSINESS UPDATE:**

RBC Heritage Volunteers:

Rembold encouraged the Board members to volunteer at the Airport's sponsor tent during RBC Heritage week.

American Airlines Terminal Tour:

Jon shared that the property representative from American Airlines visited and toured the terminal. Rembold noted that the representative was highly impressed with the progress of the terminal construction project.

Board, Legislator Tours:

Rembold suggested organizing a joint tour of both airports for Board members and Legislators to build relationships in anticipation of Phase II of the Terminal Project.

March 4 Legislative Reception:

Rembold announced that the SCAA is hosting a Legislative Reception in Columbia, SC, and highlighted that it will be a great opportunity to engage with local legislators.

Military vs. GA Safe Practices:

Rembold mentioned that the opening session at the conference was led by a pilot from the Air National Guard. Rembold pointed out that the speaker and his team travel to airports to give shows and presentations upon request. He proposed considering the idea of inviting them to both airports to keep best practices up to date.

Military-Business Alliance:

Rembold shared that this is a new committee aimed at deliberately and intentionally connecting the transitioning military community with the business community.

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. HILTON HEAD ISLAND AIRPORT (HXD) – RECOMMENDATION TO APPLY FOR TOWN OF HILTON HEAD ISLAND ACCOMMODATIONS TAX (ATAX) GRANT FOR TOURISM MARKETING

Nick Mesenburg made a motion to approve a recommendation to apply for the Town of Hilton Head Island Accommodations Tax Grant for Tourism and Marketing. Rich Sells seconded the motion. All were in favor and the motion passed.

2. HILTON HEAD ISLAND AIRPORT (HXD) - RECOMMENDATION TO APPLY FOR COUNTY HOSPITALITY TAX (HTAX) GRANT FOR TOURISM MARKETING

Nick Mesenburg made a motion to approve a recommendation to apply for the County Hospitality Tax Grant for Tourism and Marketing. Rich Sells seconded the motion. All were in favor and the motion passed.

3. BEAUFORT EXECUTIVE AIRPORT (ARW) – RECOMMENDATION TO APPLY FOR COUNTY HOSPITALITY TAX (HTAX) GRANT FOR INFRASTRUCTURE

Nick Mesenburg made a motion to approve a recommendation to apply for the County Hospitality Tax Grant for Infrastructure. Rich Sells seconded the motion. Rich Sells seconded the motion. All were in favor and the motion passed.

4. NON-TENANT COMMERCIAL OPERATING AGREEMENT (HXD) – RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND PALMETTO ACES FLYING CLUB

Brian Turrisi made a motion to approve a recommendation for a resolution authorizing a Non-tenant Commercial Operating agreement between Beaufort County and Palmetto Aces Flying Club. Leslie Flory seconded the motion. All were in favor and the motion passed.

5. NON-TENANT COMMERCIAL OPERATING AGREEMENT (ARW) – RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND PILOT SPECIALTIES, LLC

Rich Sells made a motion to approve a recommendation for a resolution authorizing a Non-tenant Commercial Operating agreement between Beaufort County and Pilot Specialties, LCC. Nick Mesenburg seconded the motion. All were in favor and the motion passed.

6. OFFICE SPACE LEASE AGREEMENT (ARW) – RECOMMENDATION TO APPROVE AN ORDINANCE AUTHORIZING AN OFFICE SPACE LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND PILOT SPECIALTIES, LLC Brian Turrisi made a motion to approve a recommendation for an ordinance

authorizing an Office Space Lease agreement between Beaufort County and Pilot Specialties, LCC. Howard Ackerman seconded the motion. All were in favor and the motion passed.

CHAIRMAN UPDATE

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

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

3. ARW Facilities Use and Improvement Committee

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

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

4. HHI Airport Improvement Committee (HXD)

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

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

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

The motion to adjourn was made at 10:46 a.m. It passed unanimously.

NEXT MEETING

March 13, 2025 | 10:00 am

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

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) Flight Instruction and Aircraft Rental

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:

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

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

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

EXHIBIT A

