

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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BEAUFORT, SOUTH CAROLINA 29901-1228
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SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA PUBLIC FACILITIES COMMITTEE

Tuesday, November 29, 2011

4:00 p.m.

Executive Conference Room
Administration Building

Committee Members:

Herbert Glaze, Chairman
Steven Baer, Vice Chairman
Gerald Dawson
Brian Flewelling
William McBride
Jerry Stewart

Staff Support:

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 p.m.
2. SOUTH CAROLINA AERONAUTICS COMMISSION PROJECT NO. 11-015 GRANT OFFER / HILTON HEAD ISLAND AIRPORT IN THE AMOUNT OF \$45,372.00 WHICH REPRESENTS THEIR MATCHING 2.5% SHARE FOR RUNWAY 21 OFF-AIRPORT TREE OBSTRUCTION REMOVAL, MITIGATION, AND EASEMENT ACQUISITION (**backup**)
3. RIVERWIND / HIGHWAY 802 CONCERNS
Mr. Nick Russell
4. ADJOURNMENT

County TV Rebroadcast	
Tuesday	1:00 a.m.
Tuesday	10:00 p.m.
Wednesday	1:30 p.m.

A quorum of Council may be in attendance at all Committee meetings.
Please silence your cell phone during the meeting.



County Council of Beaufort County
Hilton Head Island Airport – www.hiltonheadairport.com
Beaufort County Airport – www.beaufortcoairport.com
Post Office Box 23739 – 120 Beach City Road
Hilton Head Island, South Carolina 29925-3739
Phone: (843) 689-5400 - Fax: (843) 689-5411

TO: Councilman Herbert Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *G Kubic*
Bryan Hill, Deputy County Administrator
Joshua Gruber, County Attorney *JG*
David Starkey, Chief Financial Officer *DS*
Rob McFee, Director, Engineering and Infrastructure Division *Rob McFee*

FROM: Paul Andres, Director of Airports *PA*

SUBJ: **South Carolina Aeronautics Commission Project No. 11-015 Grant Offer**

DATE: November 14, 2011

BACKGROUND. The South Carolina Aeronautics Commission (SCAC) has made a grant offer to Beaufort County for the Hilton Head Island Airport in the amount of \$45,372.00 which represents their matching 2.5% share for Runway 21 off-airport tree obstruction removal, mitigation, and easement acquisition. This State grant offer corresponds to FAA Grant #31 which was accepted in September 2011. A copy of the State grant offer is attached for your information.

RECOMMENDATION. That the Public Facilities Committee accept the SCAC grant offer on behalf of Beaufort County in the amount of \$45,372.00 for the projects listed above at the Hilton Head Island Airport.

PAA/paa

Attachment: SCAC Project No. 11-015 Grant Offer



SOUTH CAROLINA
Aeronautics Commission

Nikki R. Haley
Governor



AERONAUTICS
COMMISSION

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Gantt, Jr.

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Coward

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Robert E.
Walker

District 5
Barry G.
Avent

District 6
Secretary
Dennis L.
Dabney

November 1, 2011

Mr. Gary Kubie
Beaufort County Administrator
Post Office Drawer 1228
Beaufort, SC 29901

Re: South Carolina Aeronautics Commission
Project No. 11-015, Hilton Head Airport

Dear Mr. Kubie:

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your project application and awarded up to \$45,372 to Hilton Head Airport for tree obstruction removal, tree mitigation, and easement acquisition off end of Runway 21. This grant was approved based on your representation of local funding availability and since this project is critical to flight safety.


Please execute the enclosed grant agreements and return one original to SCAC at your earliest convenience. The attached Affidavit of Non-Collusion included in the package is to be completed by the contractor and submitted with the contract documents.

This project qualifies for the Federal Aviation Administration grant program where 95 percent of the cost is funded by a federal grant and five percent by state and local government. Project cost and funding are as indicated below:

Total project cost	\$1,814,900
Federal grant	\$1,724,155
State grant	\$ 45,372
Local government	\$ 45,373

We are pleased to provide this assistance. If we can be of further assistance, please do not hesitate to call.

Sincerely,


Paul G. Werts
Executive Director

PGW/rr

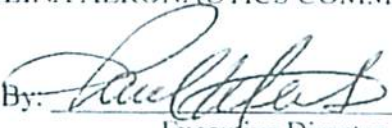
Enclosures: Grant and Affidavit of Non-Collusion

cc: Governor Nikki Haley
Chairman Delphin A. Gantt, Jr.
Representative Bill Herbkersman, Chairman, Beaufort County Delegation
Commissioner Frank W. Young, M.D., District 2
Judy Elder, Project Manager, Talbert & Bright, Inc.

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall be: \$45,372, which all parties to this Agreement understand may be subject to the prior and continuing approval of the South Carolina Budget and Control Board and the General Assembly and its component review committees.
2. Aeronautics reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable cost of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by Aeronautics in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the date of offer. If progress on the described project has not begun at that time, the funds will revert to Aeronautics for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION

Signature By: 
Executive Director

Sponsor's Signature
Date

Title



PART II - SPONSOR ASSURANCES

1. The Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one year from award of this Offer;
 - b. carryout and complete the project in accordance with the terms of this agreement, applicable policies of Aeronautics, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carryout and complete the project in accordance with the plans and specifications and property map incorporated herein, including any revisions or modifications approved in writing by Aeronautics. Sponsor further agrees to copy Aeronautics as to all construction progress reports, payment applications, and completion documents and related correspondence within ten (10) days of document development or receipt.
 - d. submit all planning documents to Aeronautics for review and approval; and
 - e. notify Aeronautics, in writing, of any improvements to the airport so that same may be incorporated into the South Carolina Airport System Plan.
2. The Sponsor shall operate and maintain the Airport as provided in the Project Application.
3. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, Aeronautics of Aeronautics, on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
4. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by Aeronautics. Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.
5. The Sponsor shall maintain property insurance on the project to cover any and all losses. The amount of the coverage shall, at a minimum, be equal to the total cost of the project.
6. The Sponsor's Request for Final Reimbursement must have been received within ninety (90) calendar days after the Final Inspection has been accomplished in order to close out the project in a timely manner.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2011

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 2011

Signature By _____

Title _____