



## Public Facilities Committee Beaufort County, SC

This meeting will be held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom

Monday, September 19, 2022  
3:00 PM

**\*OR AT THE CONCLUSION OF THE FINANCE COMMITTEE NO SOONER THAN 3:00PM\***

### AGENDA

#### COMMITTEE MEMBERS:

STU RODMAN, CHAIRMAN  
CHRIS HERVOCHON  
MARK LAWSON

YORK GLOVER, VICE-CHAIRMAN  
BRIAN FLEWELLING

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES - September 22, 2022
5. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes ( a total of 15 minutes ) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
7. DIVISION UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

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### AGENDA ITEMS

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8. US 21 WIDENING AND BEAUFORT HIGH SCHOOL ACCESS REALIGNMENT ALTERNATIVES
9. BROAD RIVER FISHING PIER UPDATE
10. RECOMMEND APPROVAL TO AWARD RFQ#062222E ON-CALL CONSTRUCTION MANAGEMENT/CEI SERVICES
11. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT FAA AIP GRANT 50 FOR HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL CONSTRUCTION PROJECT. *(FISCAL IMPACT: FAA AIP Grant 50 is in the amount*

*of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget)*

- [12.](#) RECOMMEND APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE TOWN OF HILTON HEAD ON THE US 278 CORRIDOR PROJECT
13. RECOMMEND APPROVAL OF THE APPOINTMENT OF ARTHUR HANDMAN TO THE LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY FOR A PARTIAL TERM WITH AN EXPIRATION DATE OF 2024

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### EXECUTIVE SESSION

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14. PURSUANT TO S.C. CODE SEC. 30-4-70 (A)(2): DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED PURCHASE/ACQUISITION OF REAL PROPERTY (1505 NORTH STREET)
15. PURSUANT TO S.C. CODE SEC. 30-4-70 (A)(2): DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED EXCHANGE/PURCHASE/ACQUISITION OF REAL PROPERTY (70 Baygall Road, 152 William Hilton Pkwy, 150 William Hilton Pkwy, 68 Helmsman Way, 43 Jenkins Road)
16. MATTERS ARISING OUT OF EXECUTIVE SESSION
17. CHAIRMAN'S WRAP UP
18. ADJOURNMENT

**TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:**

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



## Public Facilities Committee Beaufort County, SC

This meeting was held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, August 22, 2022  
3:00 PM**

### MINUTES

*Watch the video stream available on the County's website to hear the complete discussion or presentation on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/179253>*

#### 1. CALL TO ORDER

Committee Chairman Rodman called the meeting to order at 3:32 PM.

##### PRESENT

Committee Chairman Stu Rodman  
Committee Vice-Chair York Glover  
Council Member Joseph F. Passiment  
Council Member D. Paul Sommerville  
Council Member Chris Hervocho  
Council Member Alice Howard  
Council Member Mark Lawson  
Council Member Lawrence McElynn  
Council Member Logan Cunningham

##### ABSENT

Council Member Brian Flewelling  
Council Member Gerald Dawson

#### 2. PLEDGE OF ALLEGIANCE

Committee Chairman Rodman led the Pledge of Allegiance.

#### 3. FOIA

Committee Chairman Rodman noted that the Public Notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

#### 4. APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Lawson, Seconded by Council Member McElynn, to move item number 18 to the beginning of the agenda and to allow for citizen comment after the presentation of the Administration's recommendations.

**The Vote** - The motion to amend was approved without objection.

**Main Motion:** It was moved by Council Member Lawson, Seconded by Council Member McElynn, to approve the agenda as amended.

**The Vote** - The motion was approved without objection.

## 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Sommerville, to approve the minutes from June 20, 2022.

**The Vote** - The motion was approved without objection.

## 6. CITIZEN COMMENTS

Dave Barton read a statement in opposition to item number 17.

**TO:** *Beaufort County Council Public Facilities Committee*

**FROM:** *Friends of the Spanish Moss Trail*

**SUBJECT:** *Agenda Item 17 - Recommended approval of an ordinance providing authorization for golf carts to use multi-use trails and paths*

*Regarding the subject Item 17 of today's Public Facilities Committee meeting, the Friends of the Spanish Moss Trail respectfully disagrees with this recommendation as it relates to the Spanish Moss Trail, which is effectively a scenic linear park located in the former railroad right-of-way between the Town of Port Royal and Clarendon Road in northern Beaufort County. In response to the overall lack of parks in Beaufort County, the Spanish Moss Trail was developed and constructed to provide its citizens a place to experience the outdoors in a manner that provides a corridor for peaceful and healthy physical activity such as walking, running and bicycle riding, without having to worry about motorized vehicles whizzing by without warning. Allowing Golf Carts on the Spanish Moss Trail would effectively change the usage and experience of all who use it. In addition to the philosophical differences and safety concerns, the County must also consider enforcement of regulations pertaining to motorized vehicles, as well as changes in jurisdictions along the Trail, including the Town of Port Royal and the City of Beaufort. For these and surely other reasons, we must speak for the citizens of Beaufort County when we say that golf cart usage on the Spanish Moss Trail is a bad idea that should not go beyond this point.*

*Respectfully Submitted,*

*Friends of the Spanish Moss Trail Board*

## 7. DIVISION UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR, JARED FRALIX

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/179253?ts=2276>

Assistant County Administrator Fralix updated the Committee on the contract awards in agenda items 8, 9, 10, 11, 12, and 13.

Agenda Item 9: Council Member Glover and Mr. Fralix discussed the decision to stop at the Russell Bridge in the re-imagining Ribaut Road Master Plan, the hope for the plan to be funded as part of a future sales

tax project, and the traffic and public input components of the plan. Council Member Howard commented on the Town of Port Royal's study to promote economic development.

Agenda Item 10: Council Member Howard and Mr. Fralix discussed improvements to the north ramp on SC 170. Council Member Glover and Mr. Fralix discussed the relationship with Jasper and Hardeeville.

**8. RECOMMEND APPROVAL TO AWARD J.S. CONSTRUCTION, INC. FOR IFB#060922E BLUFFTON PARKWAY PATHWAY (FISCAL IMPACT: \$245,101.32)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve an award to J.S. Construction, Inc. for IFB #060922E Bluffton Parkway Pathway.

**Items 8 through 13 were approved as a package.**

**The Vote:** The motion was approved without objection.

**9. RECOMMEND APPROVAL TO AWARD THE RE-IMAGINING RIBAUT ROAD MASTER PLAN TO STANTEC (FISCAL IMPACT: TOTAL PROJECT \$297,631.84)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve an award to the Re-Imagining Ribaut Road Master Plan to Stantec.

**The Vote:** The motion was approved without objection.

**10. RECOMMEND APPROVAL OF A CHANGE ORDER DESIGN FOR NEAR-TERM INTERSECTION IMPROVEMENTS TO INCLUDE THE INTERSECTIONS OF SC170 AND DEL WEBB BLVD/SEAGRASS STATION RD AND SC170 AND OLDFIELD WAY TO THE SC170 DESIGN CONTRACT (NEAR TERM IMPROVEMENTS) (FISCAL IMPACT: TOTAL CONTRACT AMOUNT OF \$507,850)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve the change order design for near-term intersection improvements to include the intersections of SC 170 and Del Webb/Seagrass Station Rd and SC 170 and Oldfield Way to the SC 170 design contract.

**The Vote:** The motion was approved without objection.

**11. RECOMMEND APPROVAL TO AWARD IFB#050622E TO APAC ATLANTIC FOR THE AIRPORT FRONTAGE ROAD PHASE I PROJECT (FISCAL IMPACT: \$2,434,778)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve the award IFB#050622E to APAC Atlantic for the Airport Frontage Road Phase I project.

**The Vote:** The motion was approved without objection.

**12. RECOMMEND APPROVAL OF A CHANGE ORDER TO ICE, PLLC FOR RFP#053019E PATHWAY PROJECT DESIGN SERVICES (FISCAL IMPACT: \$3,230,518.48)**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve the change order to ICE PLLC. for RFP#053019E Pathway Project Design Services.

**The Vote:** The motion was approved without objection.

**13. RECOMMEND APPROVAL TO AWARD RFQ#051922E ON-CALL TRANSPORTATION ENGINEERING SERVICES**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to approve the RFQ#051922E on-call transportation engineering services award.

**The Vote:** The motion was approved without objection.

**14. RECOMMEND APPROVAL OF A RESOLUTION TO CONSIDER ADJUSTING THE SCOPE OF THE US 278 CORRIDOR PROJECT**

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/179253?ts=3482>

Committee Chairman Rodman provided an overview of the US 278 Corridor Project.

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Passiment, to recommend approval of a resolution to consider adjusting the scope of the US 278 Corridor Project.

**Discussion:** Committee Chairman Rodman highlighted an email sent by Senator Tom Davis.

Council Member Howard and Mr. Greenway discussed the separation of the Stoney and bridge portions of the project and the environmental assessment.

Council and Mr. Greenway discussed the one bridge option and legal concerns about the scope change.

Council Member McElynn provided an update on conversations between the Town of Hilton Head Island and the County on the project. Mr. Greenway commented on the Town's concerns about the resolution and requested to meet with Josh Gruber and the Town Manager to work out a path forward.

Council Member Passiment commented on the construction commitments made to Hilton Head Island and the fact that the project is not subject to municipal approval.

Council Member Hervochon commented on his approval of the one bridge option and raised concerns about splitting the NEPA process and the potential for roads not to be completed. Mr. Fralix discussed the NEPA process and the division between safety and congestion.

**The Vote** – The motion was approved without objection.

**Status:** The item is forwarded to Council for approval.

#### 15. **RECOMMEND APPROVAL OF AN ORDINANCE TO PROVIDE MAINTENANCE WORK ON PRIVATE ROADS**

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/179253?ts=5208>

Neil Desai discussed revisions to the private road maintenance ordinance.

Council Member Sommerville commented on the proposed ordinance's inclusion of cemetery access and asked about the section on private roads.

Council Member Passiment and Mr. Greenway discussed a prior Council policy statement about bringing roads up to County standards if there is a request to have the County maintain the roads.

Council Member Lawson objected to the item because of the expenditure of County funds for private roads.

Council Member Glover discussed road ownership and accessibility issues.

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Sommerville, to recommend approval of an ordinance to provide maintenance work on private roads.

**Discussion:** Council Member Passiment commented that Council has time to discuss the means and methods of addressing road issues.

Council Member York commented on his approval of the proposed ordinance's language, and Council Member Sommerville commented on his approval of the proposed ordinance's safeguards.

Mr. Greenway discussed a possible commercial use exception.

**The Vote** – Voting Yea: Committee Chairman Rodman, Committee Vice-Chair Glover, Council Member Passiment, Council Member Sommerville, Council Member Howard, Council Member McElynn, and

Council Member Cunningham. Voting Nay: Council Member Hervochon and Council Member Lawson. The motion passed 7:2.

**16. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF RIGHT OF WAY KNOWN AS 16TH STREET EXTENSION AND A RELATED DRAINAGE EASEMENT TO THE TOWN OF PORT ROYAL**

Jared Fralix discussed the conveyance of property to the Town of Port Royal for the 16th Street Extension.

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover, to recommend approval of an ordinance authorizing the conveyance of right of way known as 16th Street Extension and a related drainage easement to the Town of Port Royal.

**The Vote** – The motion passed without objection.

**17. RECOMMEND APPROVAL OF AN ORDINANCE PROVIDING AUTHORIZATION FOR GOLF CARTS TO USE MULTI-USE TRAILS AND PATHS**

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/179253?ts=6222>

County Administrator Greenway discussed potential golf cart access on Buckwalter Road, Bluffton Parkway, and the Spanish Moss Trail and the necessary regulations for golf cart access on those pathways.

Council Member Howard asked about gas-powered golf carts. Kurt Taylor stated that the definition of a low-speed vehicle does not distinguish between gas and electric propulsion methods in golf carts.

Council Member McElynn and Kurt Taylor discussed the possible trail exclusions.

Council Members Howard and Sommerville voiced opposition to golf carts on the Spanish Moss Trail.

Council Member Cunningham discussed the popularity of golf cart living, the possible inclusion of golf cart allowances into neighborhood ordinances, and the decal system to monitor golf cart activity.

Committee Chair Rodman and Mr. Taylor discussed the need to positively approve golf cart use on the multi-use trails.

Council Member McElynn and Mr. Taylor discussed golf cart registration and other safety requirements.

Council Member Hervochon commented on his support for golf cart use on Bluffton Parkway and Buckwalter Road, but not on the Spanish Moss Trail.

Council Members Howard and Cunningham discussed input from the Town of Bluffton and its police department.

Council Member Lawson commented on pathway safety concerns and possible intersection redesign.

Council Member McElynn discussed the golf cart travel's restriction of 4 miles.

County Administrator Greenway commented on safety concerns.

Council Members Passiment and Cunningham discussed sidewalk width requirements.

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Sommerville, to recommend approval of an ordinance providing authorization for golf carts to use multi-use trails and paths for Bluffton Parkway and Buckwalter Road.

**The Vote:** The motion was approved without objection.

**18. DISCUSSION OF THE BEAUFORT HIGH SCHOOL ACCESS REALIGNMENT**

**This item was discussed after item 5.**

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/179253?ts=195>

Assistant County Administrator Jared Fralix discussed the options for Beaufort High School access realignment, including an Option Zero that would leave the signal as is and not cut through properties.

County Administrator Eric Greenway recognized the constraints on County action because of the potential impacts on private property, school property, and Crystal Lake Park. Mr. Greenway recommended a four-lane section from the Woods Memorial Bridge to Walmart.

Council Member Passiment discussed the meeting between the County and the School Board and the conclusion that the best option was to not act on realignment proposals.

Council Member Lawson, Jared Fralix, and Jennifer Bragg discussed the cost and public notification of Option Zero.

Committee Vice-Chair Glover discussed the growth of Lady's Island and asked staff to look into the parallel road near Walmart.

Council Member Sommerville and Jared Fralix discussed the impact of road widening on commercial businesses.

Council Member Howard voiced her support for Option Zero and commented on the verbal promises to Meridian Road residents.

Committee Chairman Rodman discussed potentially postponing the item to allow for input by people impacted by the Option Zero proposal.

Council Member McElynn and Jared Fralix discussed the negatives of Option Zero, including right-of-way relocations and potential damages to and relocations of commercial businesses and residences.

Committee Chairman Rodman opened the floor for public comment.

Tony Criscitiello

Joseph Allard

Chuck Newton (Sea Island Coalition)

Father Andrew Trapp (Saint Peter's Catholic Church)

Daniel Barryman

Committee Chairman Rodman closed public comment on this item.

County Administrator Greenway commented on the staff's need for direction on this issue.

**Motion:** It was moved by Council Member Sommerville, Seconded by Council Member Howard, to move forward with Option Zero and to keep the Council apprised of developments.

**The Vote** – The motion was approved without objection.

**19. CHAIRMAN'S WRAP UP**

Committee Chair Rodman had no wrap-up comments.

**20. ADJOURNMENT**

Adjournment: 5:29 PM.

Ratified:



5/19/20

Public Facilities Meeting  
September 19, 2022

BHS ACCESS

FULL NAME

PHONE # or EMAIL  
ADDRESS

- 1. Daniel Berryman 64 Meridian 843-514-2574
- 2. Nancy Ware 843-322-0000
- 3. Rev. Andrew Trapp St. Peter's 843-290-4310
- ④ Tim Newman 843-812-5097
- 5. Neil Lipsitz 843-812-7922
- 6. Mike Spalding 317-418-8866
- 7. Bob Biesterteld 949 290-6088
- 8. Russell DAVEY 704-985-9841
- 9. CAROL RUFF (SUNSET BLVD) 843 441 2500
- 10. Florence Hilton 843 770 0349
- 11. ~~Robert A.H.~~ 843-770 0349
- 13. Tim Joy 207-650-9660
- 14. Jessa White jesskw@suelag 843-986-6356
- 15. Kevin Cupper 843-986-6356
- 16. Peggy Allard 843-271-7298

SEA ISLAND PKWY

Item 6.

17. Chris Botter

8 Indig. Loop, 29901

18. Rob Wynne

80 Sunset Blvd, 29907

19. John Holden

09 Lost Island Rd 29907

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

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31.

32.

33.

# SEA ISL, BHS entrance corridor

Item 6.

34.	Robert Hendricks	22 West Haven
35.	DAVID CARGICE	BLUFF FARM
36.	Tim Dadds	L.I
37.	Ron Hughes	S.I / L.I
38.	Austin Dempsey	S.I / L.I
39.	Rebecca Hanlon	Lady's Island
40.	<del>Bonnie Hendricks</del>	Lady's Island
41.	Tim Lovett	Lady's Island
42.	David Bartholomew	Lady's Island
43.	Bobby Green	Beaufort
44.	Mary Ina Loyd	Lady's Island
45.	TOBY RAY LOYD	9K LADY'S ISLAND
46.	KEELY McMILLAN <sup>non-speaking,</sup>	67 M <sup>2</sup> near St Helena
47.		
48.		
49.		
50.		

# 278 Corridor

Name

17. ADVOCAAT, DIEDERIK

2-18. ~~Mike Spalding~~

3-19. ~~Bob Brestfeld~~

4-20. Jessie White

5-21. \_\_\_\_\_

6-22. \_\_\_\_\_

7-23. \_\_\_\_\_

8-24. \_\_\_\_\_

9-25. \_\_\_\_\_

10-26. \_\_\_\_\_

11-27. \_\_\_\_\_

12-28. \_\_\_\_\_

13-29. \_\_\_\_\_

14-30. \_\_\_\_\_

15-31. \_\_\_\_\_

16-32. \_\_\_\_\_

17-33. \_\_\_\_\_

Email

Item 6.

gdadvocate@doj.com

~~mikespalding@att.net~~

~~Lisa Brestfeld@9mail.com~~

jessiew@sccll.org



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
US 21 Widening and Beaufort High School Access Realignment Alternatives
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering Jennifer Bragg, 2018 One Cent Sales Tax Program Manager (20 mins)
<b>ITEM BACKGROUND:</b>
The 2017 Lady’s Island Corridor Study and the 2021 Lady’s Island Traffic Study identifies improvements to the US 21 Corridor and realignment of the entrance to Beaufort High School. Alternatives have been developed and reviewed for consideration.
<b>PROJECT / ITEM NARRATIVE:</b>
The alternatives to be presented for consideration include widening of US 21 and a new road to access Beaufort High School.
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
For discussion only.
<b>OPTIONS FOR COUNCIL MOTION:</b>
For discussion only.

### Project Impact Summary

	US 21 BUS/US 21/SC 802 Corridors				BHS Access Realignment	
	Alt 2	Alt 3	Alt 4	Alt 1*	Alt 4	Alt 5
Project Cost	\$ 51,710,737.20	\$ 50,261,637.95	\$ 49,634,266.90	\$ 42,008,525.80	\$ 8,069,207.63	\$ 16,233,945.43
Business Displacements	8	5	7	3	0	1
Residential Displacements	1	0	0	0	0	3

Notes:

1) \*Alt 1: Retain 3-lane section from Woods Memorial Bridge to near Lady's Island Dr/Sam's Point Rd intersection and improve pedestrian/bicycle facilities. Construct access management standards. This was considered with the BHS Realignment Project. Two relocations are required - 1) existing building within present R/W involving 2 businesses and 2) commercial property at Sam's Point Rd/Miller Drive W. These are required on all corridor alternates.

2) Utility Relocations/Underground are assumed for each alternative.

3) Loss of parking spaces were considered and "damages" applied in the R/W estimates



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Broad River Fishing Pier Update
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Engineering Neil J. Desai, P.E., Public Works Director (15 Minutes)
<b>ITEM BACKGROUND:</b>
Update on the progress of the Broad River Fishing project from the Public Facilities Committee meeting. From November 16, 2020. At that meeting, Alternative F – Hybrid Approach was voted on without objections (please see attached McSweeney Engineering Report, Section 3.6).
<b>PROJECT / ITEM NARRATIVE:</b>
Phase 1 award to McSweeney Engineers. NTP given on January 14 <sup>th</sup> . Contract time is 310 calendar days from NTP. Surveying & soil borings is complete. Summary of Phase 1 - Funded by A/H Tax grant of \$114,000: <ul style="list-style-type: none"><li>• 4 design options will be provided. (Accompanying sketch)</li><li>• Cost estimates and narrative of each option w/pros &amp; cons</li><li>• Schematic plan set of preferred option</li><li>• Potential grant opportunities</li></ul> Phase 2 solicitation as either RFQ or RFP and project schedule is to be determined be determined on outcome of Phase 1. Summary of Phase 2 – Funded by A/H Tax grant of \$230,000: <ul style="list-style-type: none"><li>• New Pier Construction drawings</li><li>• Final permit approvals</li><li>• Final construction estimate</li><li>• Old Pier demolition drawings &amp; specifications</li></ul> Phase 3 entails both the demolition of the existing pier and construction of the new pier at approximate cost \$8M potentially funded by the A/H Tax grant.
<b>FISCAL IMPACT:</b>
No fiscal impacts currently.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Public Works Director recommends moving forward with Phase 2 of the project with the new pier as presented today.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation for Phase 2. <i>Next Steps – A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>

### 3.5 Alternative E – Complete Rebuild

This alternative considers rebuilding the Broad River Fishing Pier with new materials and a smaller footprint. We estimate that a new pier measuring 900 ft long by 15 ft wide with an enlarged pier head will grant over 500 linear feet of pier for fishing. This pier, at approximately half the size of the existing, will have a service life of approximately 50 years, and will meet the project goal at a projected cost of \$6.75M.

### 3.6 Alternative F – Hybrid Approach

Alternative F considers combining Alternatives A, D and E. The bulleted items below present the approximate timeline and associated cost with this option:

- Years 0 through 7 - Do Nothing - Inspections Continue - Cost \$189,000
- Year 1 - Begin Permitting and Design of New Structure - Cost \$95,000
  - New structure will be on slightly different alignment than existing
  - New structure approximately 900 ft by 15 ft with enlarged pier head
  - Federal permit valid for 10 years
- Years 5 to 7 - Complete Rebuild - Cost \$6.75M
  - With maintenance satisfies project goal for 50 years
  - Close existing pier but allow pier to stand until funds for complete demolition can be obtained
- Years 10 to 12 - Complete Demolition - Cost \$4.5M

This approach satisfies the project goal of continued public recreational fishing on the Broad River for the next several decades. With a total cost of approximately \$11.5M over the next 50 years, this equates to approximately \$230,000 per year. When compared to complete or partial rehabilitation as presented in Alternatives B and C, this alternative exceeds the lifespan and satisfies the project goal. This option will likely provide the most long-term value for Beaufort County.

## 4.0 CONCLUSION AND RECOMMENDATIONS

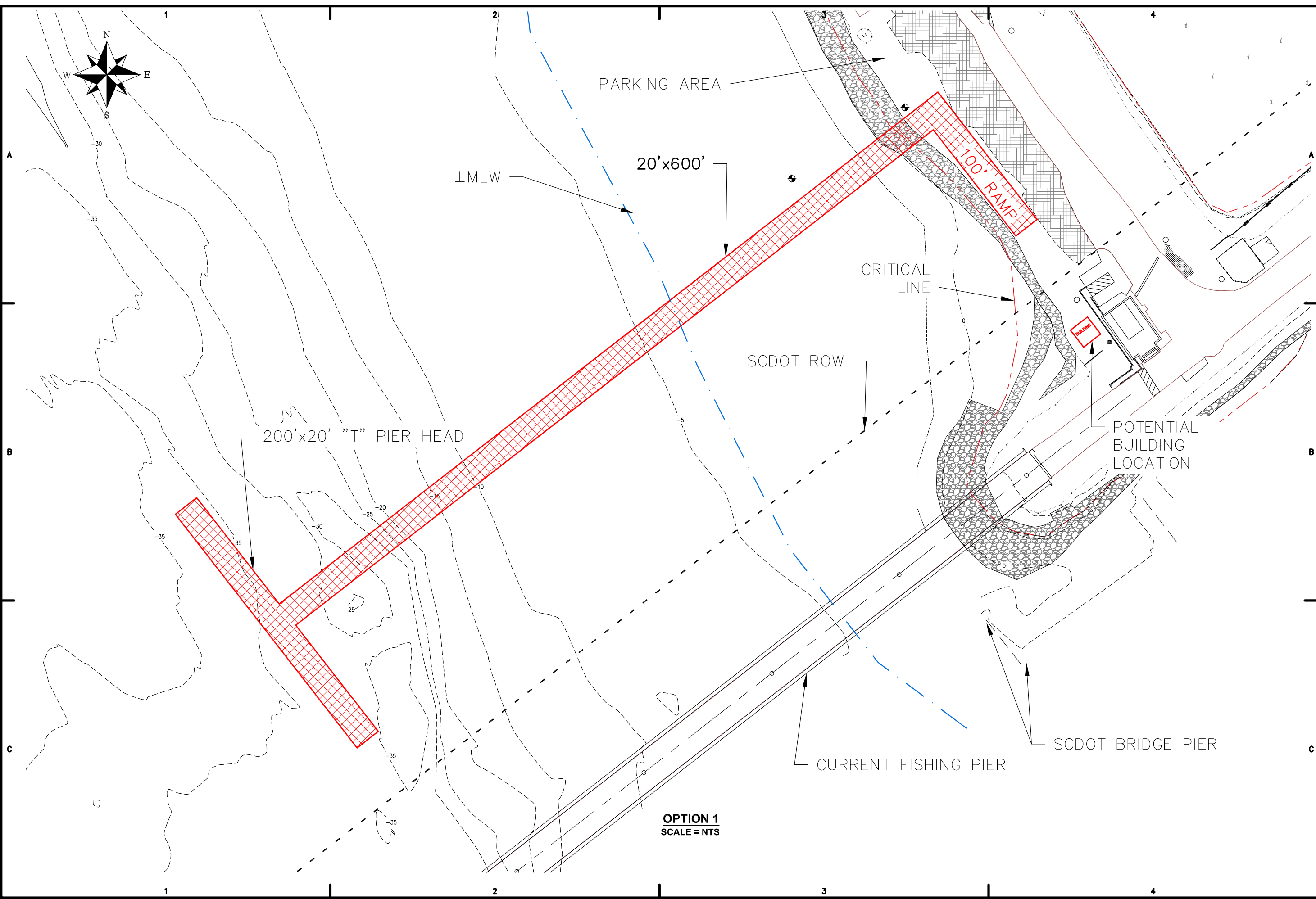
This study presented an engineering opinion regarding potential rehabilitation and demolition options at the Broad River Fishing Pier. Although there are many potential options, the intent of this document was to generalize several feasible approaches and present them to Beaufort County personnel for consideration in budgeting and long-range planning purposes.

Based on our analysis, we recommend that Beaufort County consider Alternate F - Hybrid Approach. This approach satisfies the project goal of providing public fishing access to the Broad River for a projected 50 more years.



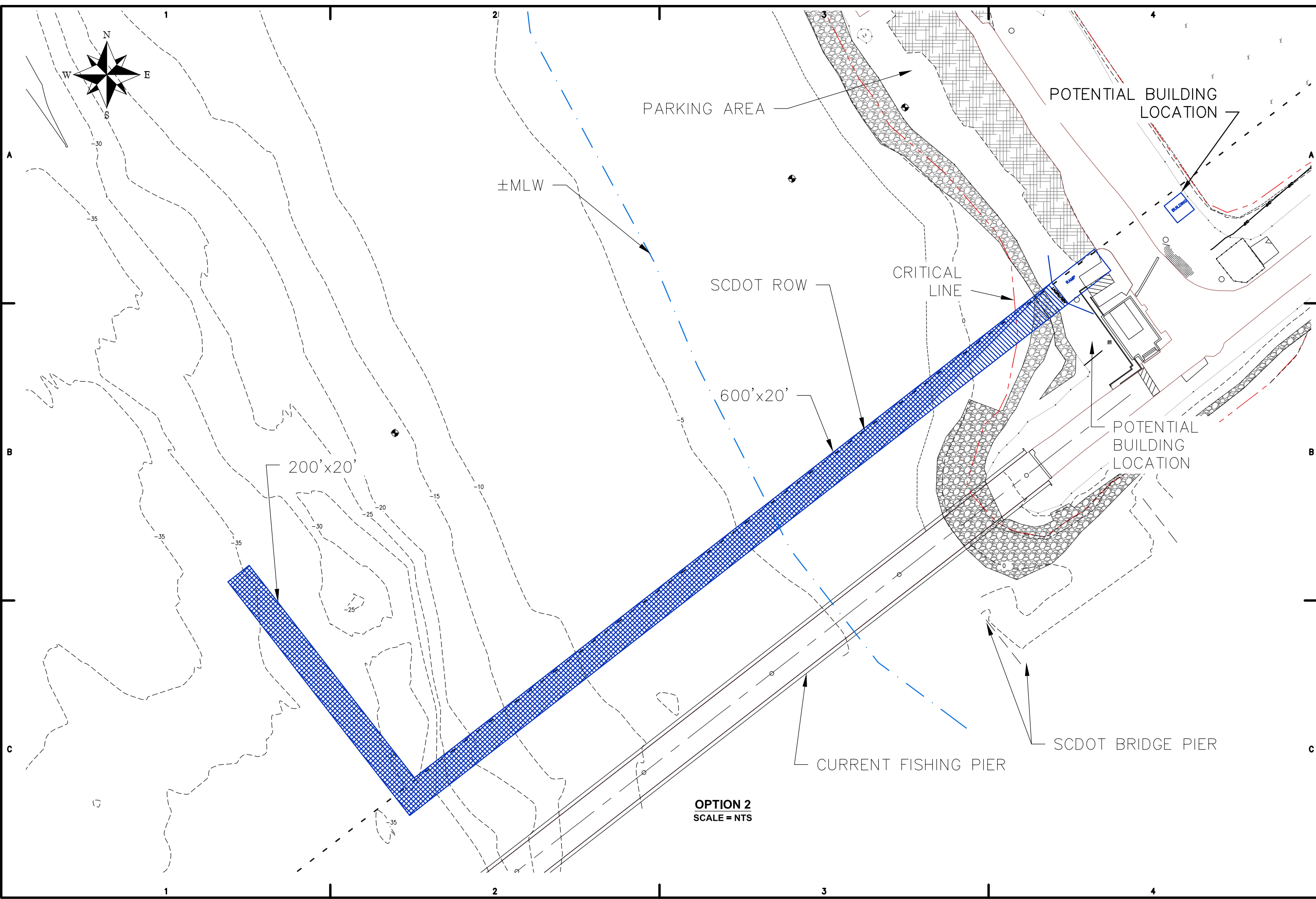
# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA



**OPTION 1**  
 SCALE = NTS

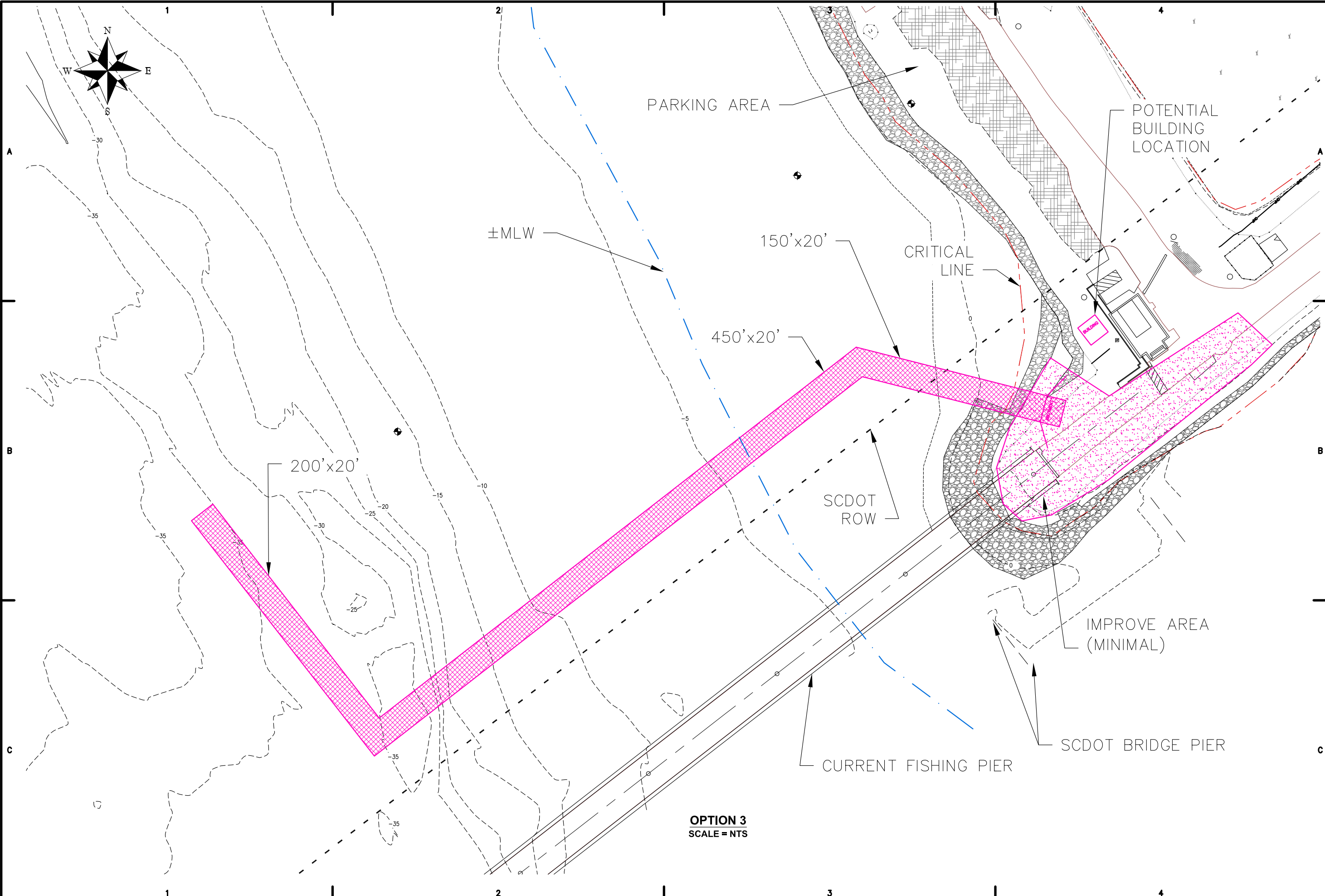
DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___



# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA

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DATE:	8/6/22
REV. ___ DATE:	___



# BROAD RIVER FISHING PIER

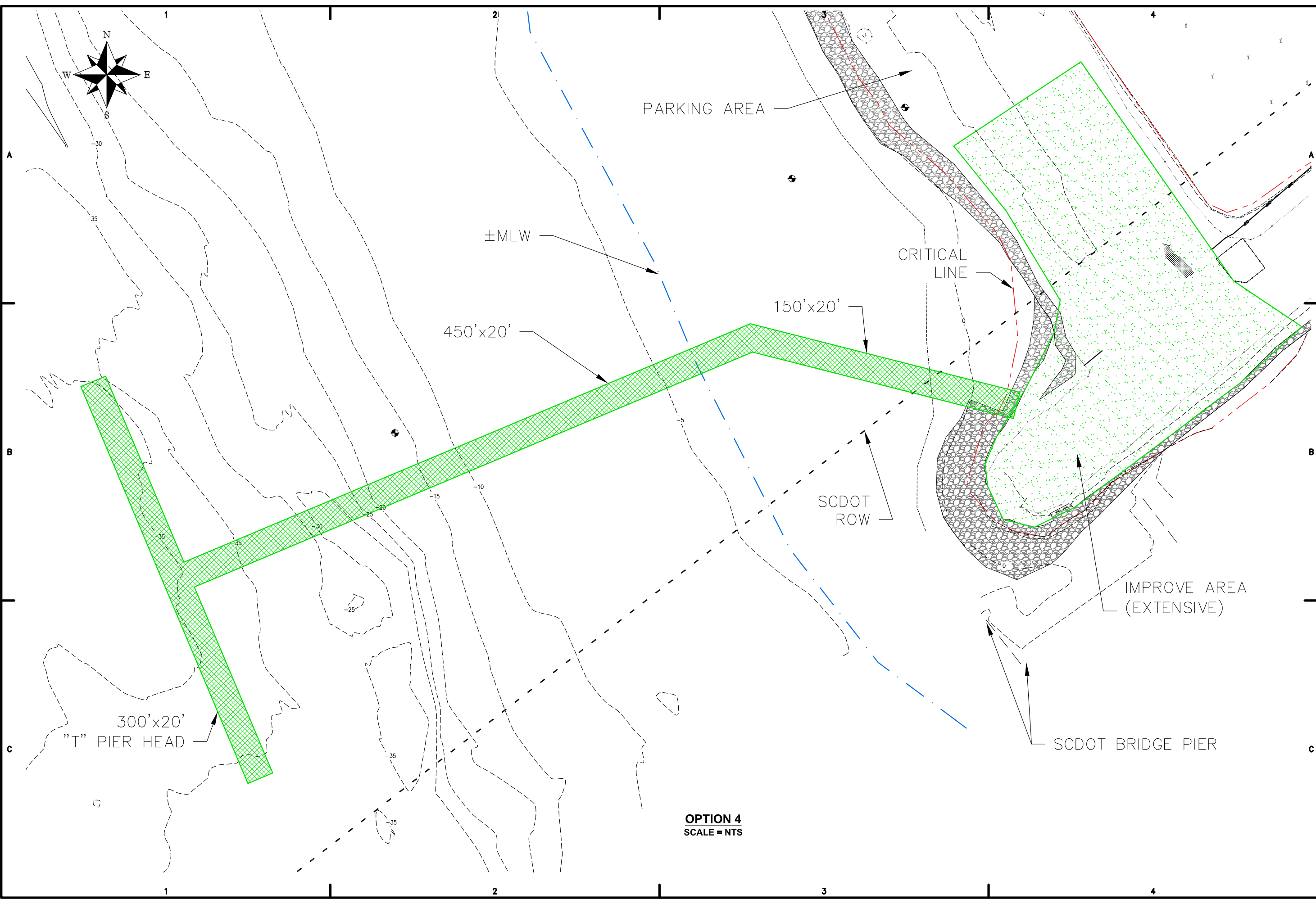
BEAUFORT COUNTY, SOUTH CAROLINA

**OPTION 3**  
 SCALE = NTS

DESIGNED BY:	WDB
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CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___

# BROAD RIVER FISHING PIER

BEAUFORT COUNTY, SOUTH CAROLINA



**OPTION 4**  
 SCALE = NTS

DESIGNED BY:	WDB
DRAWN BY:	WDB
CHECKED BY:	DBM
DATE:	8/6/22
REV. ___ DATE:	___



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation to Award RFQ#062222E On-Call Construction Management/CEI Services
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (5 mins)
<b>ITEM BACKGROUND:</b>
On May 23, 2022, Beaufort County Transportation Engineering Department published a solicitation to contract with up to 5 qualified consultants experienced in providing transportation construction management and construction engineering and inspection services.
<b>PROJECT / ITEM NARRATIVE:</b>
17 responsive submissions were received on June 22, 2022, and reviewed by an evaluation team which determined the most qualified firms to be:  <ol style="list-style-type: none"><li>1. F&amp;ME Consultants, Inc.</li><li>2. HDR Engineering, Inc.</li><li>3. Infrastructure Consulting &amp; Engineering, LLC</li><li>4. Mead &amp; Hunt, Inc.</li><li>5. SEPI Engineering &amp; Construction, Inc.</li></ol>
<b>FISCAL IMPACT:</b>
The on-call consultants will provide proposals for each project they are assigned and will be brought before Committee and Council as outlined in the Beaufort County Procurement Code. The project will determine the funding source which could include, but not limit to, Road Use Fees, Impact Fees, C-Funds, Grants, Sales Tax, and any future funding source available for traffic and transportation projects. Amounts expended in each contract will not exceed budgeted amounts for the services rendered.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval to award RFQ#062222E On-Call Transportation Engineering Services.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation to award RFQ#062222E On-Call Construction Management/CEI Services.  <i>Next Step: Move forward to County Council for recommendation to award RFQ#062222E On-Call Construction Management/CEI Services.</i>

On-Call Construction Engineering and Inspection  
Summary Score Sheet

Evaluators	ATCS	CDM Smith	ESP	F&ME	HDR	ICE	JMT	KCI Technologies	Mead & Hunt	Michael Baker	Parrish & Partners	RK&K	RS&H	SEPI	TranSystem	Vokert, Inc.	Wood
B.Fields	71	76	70	93	91	95	69	79	94	80	88	79	76	92	77	68	56
F. Bauer	75	93	87	95	96	98	86	93	94	93	90	91	91	95	93	90	76
J. Campbell	60	64	77	78	92	92	72	79	82	70	87	74	67	94	87	63	47
K. Herrera	68	77	55	86	83	86	59	70	82	61	77	59	60	81	75	66	28
M.Meetez	71	83	71	94	87	95	76	79	90	80	76	79	77	86	79	68	62
<b>TOTAL:</b>	<b>345</b>	<b>393</b>	<b>360</b>	<b>446</b>	<b>449</b>	<b>466</b>	<b>362</b>	<b>400</b>	<b>442</b>	<b>384</b>	<b>418</b>	<b>382</b>	<b>371</b>	<b>448</b>	<b>411</b>	<b>355</b>	<b>269</b>
<b>RANK:</b>	<b>16</b>	<b>9</b>	<b>14</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>10</b>	<b>6</b>	<b>11</b>	<b>12</b>	<b>3</b>	<b>7</b>	<b>15</b>	<b>17</b>



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

<b>ITEM TITLE:</b>
Resolution to accept FAA AIP Grant 50 for Hilton Head Island Airport (HXD) terminal construction project
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee September 19, 2022
<b>PRESENTER INFORMATION:</b>
Jon Rembold, Airports Director 5 minutes
<b>ITEM BACKGROUND:</b>
This item has been reviewed by the Airports Board and recommended for approval
<b>PROJECT / ITEM NARRATIVE:</b>
The grant will be used to fund Phase I of the Hilton Head Island Airport (HXD) terminal construction project. This grant is the second FAA grant in support of the terminal construction project. Total FAA support: \$21,626,638.
<b>FISCAL IMPACT:</b>
FAA AIP Grant 50 is in the amount of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends acceptance at Public Facilities Committee
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny Resolution to accept FAA AIP Grant 50 in the amount of \$11,626,638 for Hilton Head Island Airport (HXD) terminal construction project. Move forward to Council for Approval on 9/26/2022

**RESOLUTION NO. 2022/\_\_\_\_\_**

**A RESOLUTION TO ACCEPT FAA AIP GRANT 50 FOR HILTON HEAD ISLAND AIRPORT (HXD) TERMINAL CONSTRUCTION PROJECT**

**WHEREAS**, This project involves the renovation and expansion of the commercial service terminal at the Hilton Head Island Airport.

**WHEREAS**, These improvements are necessary because of the change in equipment by American Airlines from Dash 8 turboprops to Embraer 175 jets and the subsequent increase in passenger traffic.

**WHEREAS**, Improvements include the addition to accommodate multiple airlines; post-9/11 Transportation Security Administration-required security improvements including new restrooms in the passenger boarding area and passenger baggage screening; refurbishment and improvements.

**WHEREAS**, The grant will be used to fund Phase I of the Hilton Head Island Airport (HXD) terminal construction project. This grant is the second FAA grant in support of the terminal construction project. Total FAA support: \$21,626,638.

**WHEREAS**, the FAA AIP Grant 50 is in the amount of \$11,626,638. The AIP grant requires a local sponsor contribution in the amount of \$1,162,663.80 (10%). That airport portion is built into the project budget.

**NOW, THEREFORE, BE IT RESOLVED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to accept FAA AIP Grant 50 for Hilton Head Island Airport (HXD) terminal construction project

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council



3-45-0030-050-2022



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Georgia, Puerto Rico, South Carolina, Virgin Islands

Atlanta Airports District  
Office:  
1701 Columbia Ave., Suite  
220  
College Park, GA 30337

September 6, 2022

Mr. Eric L. Greenway, County Administrator  
County of Beaufort  
Post Office Drawer 1228  
Suite 100  
Beaufort, SC 29901

Dear Mr. Greenway:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0030-050-2022 at Hilton Head Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 14, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Kyle Cody, (404) 305-6793, [kyle.cody@faa.gov](mailto:kyle.cody@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

*Parks Preston*

[Parks Preston \(Sep 6, 2022 14:47 EDT\)](#)

Parks Preston  
Acting Manager



U.S. Department of Transportation  
Federal Aviation Administration

**FAA Airport Improvement Program (AIP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date	September 6, 2022
Airport/Planning Area	Hilton Head Airport
FY2022 AIP Grant Number	3-45-0030-050-2022
Unique Entity Identifier	CY7ZUUZ865N8
TO:	County of Beaufort
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 1, 2022, for a grant of Federal funds for a project at or associated with the Hilton Head Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Hilton Head Airport (herein called the "Project") consisting of the following:

**Expand Terminal Building (33,500 SF) – Construction – Phase 2**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$11,626,638.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$ 11,626,638** airport development.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. **Close Out and Termination**
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 14, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and



2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 10/12/2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
    3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
    4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
    5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
    6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

**SPECIAL CONDITIONS**

26. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

3-45-0030-050-2022

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Parks Preston*

Parks Preston (Sep 6, 2022 14:47 EDT)

(Signature)

Parks Preston

(Typed Name)

Acting Manager

(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 7, 2022

\_\_\_\_\_

County of Beaufort

\_\_\_\_\_  
*(Name of Sponsor)*

*Eric L. Greenway*  
Eric L. Greenway (Sep 7 2022 13:07 EDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Eric L. Greenway

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** County Administrator

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Approval of a Memorandum of Agreement with the Town of Hilton Head on the US 278 Corridor Project
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee – August 22, 2022
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Infrastructure (15 mins)
<b>ITEM BACKGROUND:</b>
The US 278 Corridor Project is part of the 2018 Sales Tax Program and is currently under preliminary design and working through the Environmental Assessment process.
<b>PROJECT / ITEM NARRATIVE:</b>
In an effort to move the project forward and mitigate potential schedule delays, a memorandum of agreement (MOA) has been coordinated and drafted between County and Town staff. The MOA describes how the County and Town will work together throughout the project and identifies key components to be further evaluated and initiated. (ie – an end-to-end simulation from an independent consultant as well as an integrated signal project along the entirety of US 278 from I-95 to Sea Pines Circle).
<b>FISCAL IMPACT:</b>
Any fiscal impacts to the project attributed to the MOA would be addressed as specific matters arise.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the memorandum of agreement with the Town of Hilton Head for the US 278 Corridor Project.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the memorandum of agreement with the Town of Hilton Head for the US 278 Corridor Project. <b><i>Next Step: Move forward to County Council for approval of the MOA.</i></b>

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )  
 )  
TOWN OF HILTON HEAD ISLAND )

**MEMORANDUM OF AGREEMENT FOR THE  
US 278 CORRIDOR PROJECT AND ADAPTIVE  
SIGNAL IMPROVEMENTS**

**THIS MEMORANDUM OF AGREEMENT** is made and entered into this \_\_\_ day of September 2022 by and between the Town of Hilton Head Island, South Carolina (the "Town"), and Beaufort County, South Carolina (the "County").

**WHEREAS**, the US 278 Corridor Project, referred to herein as the "Project," is a Beaufort County Project and is part of the programs funded by the 2018 sales tax; and

**WHEREAS**, a portion of the Project is located within the corporate limits of the Town and provides for safer transportation to the citizens and visitors of the Town of Hilton Head Island; and

**WHEREAS**, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

**WHEREAS**, separate from the design consultant for the Project retained by the South Carolina Department of Transportation (the "SCDOT"), and at the request of the Town, the County hired a design engineer, HDR, to perform an Independent Review of the project. In addition to the Independent Review, the Town hired a land planning consultant, MKSK, to assist the Town Council with evaluating the current design and to provide recommendations to enhance the Project; and

**WHEREAS**, as part of the Environmental Assessment process a preferred alternative for the Project was identified by the SCDOT and presented at a public hearing held on July 22, 2021; and

**WHEREAS**, based upon comments received from the public and from the Town, the Project plans were updated, and a modified preferred alternative was presented at a public information meeting held on March 3, 2022; and

**WHEREAS**, there have been several comments made by residents of the Town regarding the impacts to the citizens and visitors of Hilton Head Island and have requested an additional independent review be conducted to evaluate transportation impacts to areas that lie outside of the Project limits and that will provide design modification recommendations that will otherwise enhance the Project; and

**WHEREAS**, the US 278 Corridor, extending from I-95 to Sea Pines Circle, is of regional importance to the Town and the County to facilitate trade and commerce throughout the region; and

**WHEREAS**, it is recognized that it is of utmost importance to keep traffic moving as safely and efficiently as possible throughout the corridor; and

**WHEREAS**, there are many SCDOT-owned signals along the corridor that are managed and maintained by the Town and the County through various signal maintenance agreements with SCDOT; and

**WHEREAS**, the Town has funds budgeted in its Capital Improvement Plan for fiscal year 2023 to make improvements to the traffic signals within the corporate limits of the Town which they maintain under their signal maintenance agreement(s) with SCDOT; and

**WHEREAS**, the Town and County desire to make traffic signal improvements along the entire US 278 Corridor to increase safety and capacity through the synchronization of "Adaptive Traffic Signals."; and

**WHEREAS**, any and all future signal projects, including those signals within the US 278 Corridor Improvement Project, are to be fitted with the same technologies to ensure they are synchronized with the other signals.

**NOW, THEREFORE**, for and in consideration of the mutual covenants exchanged herein, the County and the Town hereby agree as follows:

1. The Town and County agree to advance the Project in a cooperative manner.
2. The County and the Town mutually agree to work together in good faith to address the feasibility, and merits of recommendations previously made by MKSK (as set forth in Exhibit A) (the "Recommendations") and further agree that one bridge will be designed and constructed for the Project
3. The County and Town agree to retain an independent consultant (the "Independent Consultant"), (i.e. – one that does not have a previous or current contractual relationships with SCDOT, the County, or the Town) to perform an additional independent review of the project. This Independent Consultant will conduct an end-to-end simulation and study through and beyond the Project limits.
4. The County and Town, through a committee consisting of the County Administrator or his designee, the Assistance County Administrator for Infrastructure, the Hilton Head Town Manager or his designee, the Assistant Town Manager of Community Development, and the County Transportation Program Manager Consultant (Jennifer Bragg), will select the Independent Consultant, through a competitive bid process.
5. For items included in the MKSK comments and other recommendations arising from the Independent Review that may require additional funding, the County and the Town mutually agree to work together to seek the funds necessary to implement the proposed elements
6. The Town and County mutually agree to work together, along with SCDOT and LATS, to design, implement and maintain a connected and synchronized signal system along the entire length of US 278 from I-95 to Sea Pines Circle. The synchronized system will include fiber connectivity, Adaptive Signal technologies and other tools to help maximize flow. The County and Town mutually agree to work together to seek funds necessary to acquire and implement the proposed improvements.
7. Any signal improvements from the synchronization project which are not already installed within the corridor prior to the construction of the Project, will be incorporated as such.
8. As part of this agreement, both the County and the Town agree to move the project forward through the NEPA process.

***[SIGNATURE PAGE FOLLOWS]***



**IN WITNESS WHEREOF**, Beaufort County, South Carolina, and the Town of Hilton Head Island, South Carolina, by their authorized officers, have executed the within memorandum on this \_ day of September 2022.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF HILTON HEAD ISLAND**

\_\_\_\_\_  
Title: Town Manager

**BEAUFORT COUNTY**

\_\_\_\_\_  
Title: County Administrator

## EHIBITA

### Town Approved Recommendations - Gateway Corridor Project - October 12, 2021

#### **CORRIDOR-WIDE RECOMMENDATIONS**

1. Reduce lane widths to 11' to calm traffic & reduce property impacts.
2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas.
3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics.
4. Take advantage of Town-owned property for sake of Parkway improvements.
5. Utilize ITS smart signal technology throughout.
6. Reduce curb cuts & provide for alternative/safer property access throughout.
7. Provide trails on both sides of Parkway where possible with sufficient separation from road and in lieu of sidewalks.
8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians.
9. Open/encourage views to the water wherever possible, as a part of the Island's "signature".
10. Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others.
11. Reduce design & posted speeds throughout the corridor.
12. Evaluate the island-wide transportation system.

#### **ZONE-SPECIFIC RECOMMENDATIONS**

13. Encourage Moss Creek area improvements (*commercial redevelopment, access/roadway improvements, trail connections*).
14. Establish "Gateway Experience" threshold at west end of Mackay Creek bridges (*landscape, island "icon", art, lighting*).
15. Reduce bridge mass with two separate bridges and Shared-Use Path on south side of eastbound bridge.
16. Reduce bridge lane width to 11', reduce shoulder width on left, only one breakdown lane on right.
17. Provide 14' minimum width non-motorized lane on bridge with multiple viewing areas and protection/screening of vehicles.
18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms).

19. Consolidate Jenkins Island access to one signalized location at C. Heinrichs/Windmill Harbor Entrance.
20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney.
21. Eliminate confusing SCOOT U-turns.
22. Eliminate left turns and traffic introduction onto Old Wild Horse.
23. Create new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage.
24. Consider a new Visitors Center as a part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings.

**ADDITIONAL POLICY RECOMMENDATIONS**

25. Create a Stoney-authored vision plan for the next generation of that neighborhood.
26. Create and professionally staff a Development Corporation as a vehicle for Stoney Advancement.

## Responses to MKSK Recommendations

The preliminary responses are based on the meeting held between the Beaufort County (County Administrator Eric Greenway & Assistant County Administrator Jared Fralix), SCDOT (Secretary Christy Hall, Deputy Secretary Leland Colvin, & Program Manager Craig Winn), and the Town of Hilton Head Island (Town Manager Marc Orlando, Mayor John Mccann, and Senior Advisor to the Town Manager Shawn Colin) on October 14, 2021, at the Beaufort County Administration Building. Additional responses are based on further environmental NEPA evaluations, traffic evaluations & engineering design performed since the October 14, 2021 meeting.

### Corridor Wide

#### *1. Reduce lane widths to 11' to calm traffic & reduce property impacts*

**Preliminary Response:** Agreement on 12' lanes on the bridge and Jenkins Island but a 12' outside lane and a pair of 11' inside lanes as well as accessory lanes will be pursued through the Stoney Community from the Causeway to Spanish Wells Road.

**Additional Response:** During the design process a design exception and appropriate approvals for the two 11' inside lanes within the Stoney Community will need to be pursued.

#### *2. Eliminate raised curbs in medians wherever possible, encourage existing vegetation and natural drainage in these areas*

**Preliminary Response:** Agreement on elimination of raised curbs on the interior portion of Jenkins Island where appropriate with the understanding this will increase the clear zone needed in the median. Raised curb and gutter will be installed on the exterior edge of the roadway to reduce ROW requirements and handle the drainage needs.

**Additional Response:** Additional investigation and review of safety and drainage needs within the area will be required as project development continues. In project areas with a proposed 15' raised median, curbing will be provided on both the inside and outside of the roadway.

#### *3. Vary median widths and meander roadway alignments where possible for traffic calming and aesthetics*

**Preliminary Response:** Agreement on varying median through Jenkins Island, holding eastbound lanes in the existing alignment and moving westbound travel lanes North on Jenkins Island between Crosstree Drive and the causeway. The costs are to be estimated and if project overrun will need to be funded locally (not SCDOT or SIB funding).

**Additional Response:** The meandering of the roadway is estimated to increase project cost by approximately \$1.5M and was designed to avoid all critical area and freshwater wetlands. Additionally, the meandering of the roadway would not be permitted to result in wetland impacts greater than the Recommended Preferred Alternative 4A, as presented at the Public Hearing. Appendix 1 shows the proposed layout of the meandering on Jenkins Island that avoids critical area

wetlands and freshwater wetlands. The additional cost does not include any costs for the additional Town-owned ROW required to meander the roadway and the ROW is assumed to be donated. The County does not have extra funds for an additional cost, and additional local funds would need to be identified early in the design process by the Town.

**4. Take advantage of Town-owned property for sake of Parkway improvements**

**Preliminary Response:** Agreement on this item and was part of the SIB application.

**Additional Response:** Project is taking advantage of Town-owned property through Jenkins Island with westbound lanes alignment. Other uses of Town-owned property will be considered during design if needed to facilitate project needs.

**5. Utilize ITS smart signal technology throughout**

**Preliminary Response:** Agreement on this item. It is already part of the current project scope.

**Additional Response:** Please be advised that signals will continue to be maintained locally, by either the County or Town, as currently prescribed in each of our Signal Maintenance Agreements (SMA) with SCOOT

**6. Reduce curb cuts and provide for alternative/safer property access throughout**

**Preliminary Response:** Agreement on this item. Change in access drives within Stoney as proposed by MKSK is separate from the project.

**Additional Response:** Reduction in curb cuts is a priority for safety and access management. Before reducing curb cuts, it will need to be verified that the improvements do not cause additional impacts within the TCP and are agreeable by all property owners.

**7. Provide trails on both sides of Parkway where possible with sufficient separation from the road and instead of sidewalks**

**Preliminary Response:** No trail to be installed on the southern side of William Hilton Parkway. The existing sidewalk on the southern side is to be removed except to connect Windmill Harbor to the shared use path underpass west of the Windmill Harbor entrance.

**Additional Response:** No additional comments.

**8. Create a comprehensive system of safe, comfortable, and attractive shared use paths for cyclists and pedestrians**

**Preliminary Response:** Agreement on a trail on the northern side of US 278 only, with separation from the roadway. The trail will not be located in the marsh area and must tighten up alignment through the causeway section connecting Hilton Head and Jenkins Island. The trail is okay to move north for more separation from Parkway through Jenkins Island.

**Additional Response:** The meandering of the trail through Jenkins Island must avoid the wetlands and environmental features. The corridor will also be evaluated for other opportunities to utilize town-

owned land to meander the shared use path away from the roadway and to protect tree canopies when practical. Additional expenses to meander the trail will need to be covered by local funds (Not SCOOT or SIB funding)

**9. *Open/encourage views to the water wherever possible, as part of the Island's "signature"***

**Preliminary Response:** Agreement that this is a local element with selective treatment rather than any clearing and grubbing along the water edge.

**Additional Response:** This will not be included as part of the project as it has the potential to increase environmental impacts outside of the proposed construction limits.

**10. *Ensure integration of unique, Hilton Head-specific signage, landscape schemes, public art program, architectural vocabulary, iconic features, and accent lighting that distinguish this parkway from all others***

**Preliminary Response:** Agreement that this element should be Town driven through its CIP Program.

**Additional Response:** The EA document includes signage within the Stoney Community as part of the environmental commitments. This is to include two signs, banner signage on SUP lighting, and landscaping. The final details of each of these features will be coordinated with the Stoney Community and local governments. (Eligible for project funding within the Stoney Community)

**11. *Reduce design & posted speeds throughout the corridor.***

**Preliminary Response:** The entire project will include a 45mph design speed and consideration given for 40mph posted speed for the William Hilton Parkway from the causeway connecting Hilton Head to Jenkins Island to Sea Pines Circle (which includes the Stoney segment)

**Additional Response:** The posted speed will need to be discussed with the SCOOT District Traffic Engineer and a formal request will need to be submitted by the Town requesting a Speed Study through the District office for the areas of concern between Stoney and Sea Pines Circle. The project team will assist in any communication and coordination with the SCOOT District office.

**12. *Evaluate the island-wide transportation system.***

**Preliminary Response:** Agreement this is an effort that will be handled locally

**Additional Response:** No additional comments.

### Zone specific recommendations

- 13. Encourage/support Moss Creek area improvements (commercial redevelopment, access/roadway improvements, trail connections)**

**Preliminary Response:** Agreement for long-term but not included in this project scope and is not eligible for State Infrastructure Bank Funding.

**Additional Response:** County to support private commercial redevelopment in Moss Creek area. Any driveways and curb-cuts within project limits will be improved as part of the project. The trail along US 278 will connect to the trails along Bluffton Parkway via pedestrian improvements along Buckingham Plantation Drive.

- 14. Establish "Gateway Experience" threshold at the west end of Mackay Creek bridges (landscape, island "icon", art, lighting)**

**Preliminary Response:** Okay through coordination of County & Town

**Additional Response:** Not eligible for SCOOT or SIB Funding

- 15. Reduce bridge mass with two separate bridges and a Shared-Use path on side of the eastbound bridge**

**Preliminary Response:** SCDOT is neutral on this item. The county administrator does not think benefits will justify additional costs. SCDOT states it's likely a 10-15% increase in the cost of the bridge component resulting in a \$30M to \$40M dollar increase. These additional costs are to be funded with local funds, not SCDOT or SIB. This item is to be evaluated by KCI (County) and HDR (Town) to determine the differential in costs between 1, six-lane bridge versus 2, 3 lane bridges. Additional impacts to the environment and Pinckney Island to be considered.

**Additional Response:** The construction of two separate bridge structures will increase the actual bridge width and increase the impacts to Pinckney Island due to the need for a separation distance between the two structures. The dual bridge option increases the estimated project cost by \$27.3 million. Additionally, two separate bridge structures will significantly increase the construction time potentially extending the completion date and jeopardizing SIB funding. The County does not support this request.

- 16. Reduce bridge lane width to 11', verify the need for two breakdown lanes per bridge**

**Preliminary Response:** The bridge will have 12' lanes and no reduction of shoulder/breakdown widths. Each direction to include 2-10' shoulders as agreed to by all parties.

**Additional Response:** The 12' lanes and 10' shoulders are FHWA controlling criteria and provide a safety benefit to the project. These criteria are based on the roadway classification. Additionally, the shoulders provide improved access for Emergency Response on the bridges and to Jenkins Island.

- 17. Provide 14' minimum width non-motorized lane on the bridge with multiple viewing areas and protection/screening of vehicles**

**Preliminary Response:** Agreement on the 12' shared-use pathway along the southern side of the bridge with 2 bulb-outs, one over each creek. Each bulb is out to be approximately 50' long. The bulb out elements are to be funded with local money as they are considered non-essential for SIB funding

**Additional Response:** The final configuration of the bulb-outs will be determined during the bridge design phase but are currently estimated to be 20'x50' with an additional cost of \$125k to \$150k per bulb out. However, the cost estimate does not include the additional cost for protection/screening. The County supports the concept of the viewing areas/screening if additional local funds can be identified early in the design process by the Town but the County does not have the extra funds to support the addition.

**18. Attention to bridge design/details as viewed from afar and on-deck (parapet, railings, structural forms}**

**Preliminary Response:** Agreement on this item with continued coordination through project design. Attention to be focused on the above deck treatment of the bridge.

**Additional Response:** This has potential schedule implications but a decision would need to be made early in the design development to ensure timely completion of the bridge design. The County does not have extra funds but supports additional aesthetic details but is good with the concept if additional local funds or grants can be identified and made available.

**19. Consolidate Jenkins Island access to one location at C. Heinrichs Circle/Windmill Harbor Entrance**

**Preliminary Response:** Agreement to consolidate all turning movements on Jenkins Island to this single intersection has already been implemented as part of the refinements after the public hearing.

**Additional Response:** No additional response.

- 20. Provide traditional turn lanes and intuitive intersection configurations throughout Stoney**  
**21. Eliminate confusing SCDOT U-turns**  
**22. Eliminate left turns and traffic introduction onto Old Wild Horse Road**

**Preliminary Response:** This response applies to 20-22. There is an internal agreement to provide lefts at the Stoney intersections and not to proceed with the U-turn at the Old Wild horse Road intersection. SCOOT, Beaufort County, and the Town of Hilton Head agree to evaluate options to understand the performance and impacts resulting from the preferred alternative and the local alternatives. A balance of performance, impact of land disruption, and local desires and input will drive the final request to FHWA.

**Additional Response:** Additional survey work and engineering design was required to address this request. A traffic technical memo was created for the section of US 278 between Squire Pope Road and Spanish Wells Road to evaluate additional intersection configurations (Appendix 2). Two additional intersections were evaluated that eliminated the signal and U-turns at Old Wild Horse Road and reintroduced the left turns at Squire Pope Road & Spanish Wells Road. Both options introduced dual left-hand turn lanes from eastbound US 278 onto northbound Squire Pope Road, dual lefts from Spanish Wells Road northbound onto US 278 westbound, and the combination of the Squire Pope Road southbound through movement and left-turn movement to protect the tree canopy on Squire Pope Road. Option 1 includes dual rights from SB Squire Pope Road onto WB US 278 operating under a stop condition while Option 2 includes one free flow right from SB Squire Pope Road to WB US 278 with an acceleration



lane on 278. While the traffic performance of each of the options causes decreased level of service at the intersections, additional travel time and delays in the peak direction, and additional delays on the side streets, the performance does meet the minimum standard of a level of service D. There is minimal discernment obtained between the performance of Option 1 and Option 2. The next step was to compare the options to original TCP impacted areas of 4.77 acres as shown in Appendix 3. Each of the alternatives, including the preferred alternative through refinements, shows a reduction in the TCP impacts. Once all factors are considered including TCP impacts, local governmental input, and public comments from the Public Hearing Option 1 balances the need for traffic performance for the mainline and side roads, and the TCP impacts throughout Stoney. Option 1 reduces the frontage impacts along US 278 within Stoney from the causeway to Squire Pope Road. The selection of Option 1 will require the trail to meander within the Town of Hilton Tract on the northeast corner of Squire Pope Road and US 278 to protect the tree canopy along Squire Pope Road as requested by the State Historical Preservation Office (SHPO).

23. ***Create a new park south of Parkway in Stoney to authentically showcase Gullah Geechee culture/heritage***
24. ***Consider a new Visitor Center as part of this park that intentionally showcases this heritage while introducing visitors to the Island's offerings***

**Preliminary Response:** This applies to 23 and 24. This must take place (at least initially) on Town/County-owned property within Stoney. NO additional property impacts take or displacements should be represented as part of this element. TCP elements identified in the EA should be integrated and enhanced at this location.

**Additional Response:** The new park and pavilion are part of the environmental commitments for the project. The location of the improvements and details will need to be coordinated with the Stoney Community and the local entities. Should the Town desire to design and construct a visitor center, it could be constructed separately but concurrent with the project. The improvements outlined in the EA document as commitments for the Stoney Community are funded however any additional design elements or expansion would need to be funded locally and not utilize SCDOT or SIB funding.

25. ***Create a Stoney-authored vision plan for the next generation of that neighborhood***

**Preliminary Response:** Agreement that this should be a locally handled effort.

**Additional Response:** As part of the environmental commitments, the County will develop and host an online, interactive map of the history of the Stoney community to share important historical information about the community.

26. ***Create and professional staff a Development Corporation as a vehicle for Stoney Advancement.***

**Preliminary Response:** Agreement that this should be a locally handled effort.

**Additional Response:** The County supports the advancement of citizens within the Stoney Community and other Gullah communities throughout the county and is open to further discussions to determine the most appropriate vehicle to support this mission.

