

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX

100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228

TELEPHONE: (843) 255-2000

FAX: (843) 255-9401

www.bcgov.net

GARY T. KUBIC
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 DEPUTY COUNTY ADMINISTRATOR
 SPECIAL COUNSEL

SUZANNE M. RAINEY
 CLERK TO COUNCIL

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 CHAIRMAN

GERALD W. STEWART
 VICE CHAIRMAN

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 ALICE G. HOWARD
 WILLIAM L. MCBRIDE
 STUART H. RODMAN
 ROBERTS "TABOR" VAUX

Committee Members:

Gerald Dawson, Chairman
 Roberts "Tabor" Vaux, Vice Chairman
 Cynthia Bensch
 Rick Caporale
 Steve Fobes
 Alice Howard
 William McBride

AGENDA

PUBLIC FACILITIES COMMITTEE

Monday, April 20, 2015

4:00 p.m.

Conference Room, Building 3

Beaufort Industrial Village

104 Industrial Village Road, Beaufort

Staff Support:

Andrew Dalkos, Division Director
 Systems Management
 Colin Kinton, Division Director
 Transportation Engineering
 Eric Larson, Division Director
 Environmental Engineering
 Robert McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARD
 - A. Knuckle Boom Loader Truck with Dump Body from State Contract ([backup](#))
3. DISCUSSION / A RESOLUTION ENDORSING THE HARGRAY COMMUNICATIONS LOWCOUNTRY BROADBAND PLAN IN BEAUFORT COUNTY ([presentation](#)) ([resolution](#))

Mr. Gerrit Albert, VP of Sales and Marketing, Hargray Communications Group, Inc.
 Ms. Nicole Gardner, Product Manager, Hargray Communications Group, Inc.
4. AN ORDINANCE TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE A QUIT CLAIM DEED FOR THE MARY FIELDS SCHOOL AND ASSOCIATED PROPERTY ON DAUFUSKIE ISLAND TO THE UNION BAPTIST CHURCH ([county](#)) ([school district](#))
5. BEAUFORT COUNTY DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT OF WAY CONDEMNATION REQUEST:
 - A. Coker Lane, Dale ([backup](#))
 - B. Almond Drive, St Helena Island ([backup](#))
 - C. Mary Smalls Road, St Helena Island ([backup](#))
6. DISCUSSION / SCDOT OVERSIGHT SERVICES ON COUNTY SALES TAX ([backup](#))
7. MARCH 2015 CONSTRUCTION ENGINEERING INSPECTION / MANAGEMENT SERVICES FOR S.C. HIGHWAY 170 WIDENING PROJECT ([backup](#))
9. ADJOURNMENT

2015 Strategic Plan Committee Assignments

Law Enforcement Center Study
 Windmill Harbour Entrance Solution and Funding
 Bridge Replacement Plan
 Sidewalks / Biking in Rural Areas Plan and Funding





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director

dthomas@bcgov.net, 843.255.2353

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *act*

SUBJ: Request to Purchase One Knuckle Boom Loader Truck with Dump Body from State Contract for Beaufort County's Public Works Department, Solid Waste and Recycling

DATE: April 20, 2015

BACKGROUND: The Purchasing Department received a request from the Public Works Department, Solid Waste and Recycling Section, to purchase one Knuckle Boom Loader Truck with Dump Body from a State contract vendor. The new truck is a replacement for a 2007 Knuckle Boom Loader Truck with Dump Body assigned to the Public Works Department, Solid Waste and Recycling Section, with over 300,000 miles of operation. The Section utilizes the truck to pick up and transport waste tires from Convenience Centers to the tire building for consolidation, averaging 1,200 tires per month. The truck is also used to pick up white goods from three Convenience Centers and bring them to the Shanklin Road consolidation point. The old vehicle will be sold on GovDeals.

STATE CONTRACT VENDOR INFORMATION:

COST

Carolina International Trucks, Inc., Columbia, SC

\$119,065

FUNDING: Account #40090011-54213-2014 Bonds, Specialized Capital Equipment-PW *act*

FOR ACTION: Public Facilities Committee meeting on April 20, 2015

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$119,065 to purchase one Knuckle Boom Loader Truck with Dump Body from the aforementioned vendor in support of Public Works operations.

Attachment: Pricing Information

cc: Gary Kubic, County Administrator *GKubic*

Joshua Gruber, Deputy County Administrator/Special Counsel *JG*

Alicia Holland, Assistant County Administrator, Finance

Eric Larson, Environmental Engineer *E.L. by MCB*

Eddie Bellamy, Director, Public Works *MCB*

2014 GO BOND
Project Budget

2015 Original

Org	Object	Description	Budget	Comments
40090011	54000	VEHICLE PURCHASES - PUB WRKS	109,298	4 vehicles - 2 @ \$22,000 each, 1 @ \$35,298, 1 @ \$30,000
40090011	54002	VEHICLE PURCHASES - PALS	25,000	1 vehicle
40090011	54003	VEHICLE PURCHASE - EMS	345,000	1 ambulance
40090011	54141	COMM EQUIPMENT - MICROWAVE SYS	1,500,000	BCSO - Communications
40090011	54202	SPECIALIZED CAPITAL EQUIP /MIS	300,000	MIS
40090011	54211	SPECIALIZED CAPITAL EQUIP-PALS	185,000	Ball Field Light Replacement
40090011	54212	SPECIALIZED CAPITAL EQUIP - TR	61,000	Signalization Upgrade
40090011	54213	SPECIALIZED CAPITAL EQUIP - PW	513,332	2 motor graders @ \$155,000 each, Tire Truck @ \$180,000, Tag Along Trailer @ \$23,332
40090011	54214	SPECIALIZED CAPITAL EQUIP-MOCO	31,744	Truck Mounted Sprayers
40090011	54218	SPECIALIZED CAPITAL EQUIP - BM	14,895	2 Lawn Mowers
40090011	54410	BUILDING ACQ - OLD MILLER RD	450,000	DSN
40090011	54420	RENOV EXIST BLDGS - ROOF REPLA	1,859,000	various - see following page
40090011	54431	OTHER IMPROV - HVAC REPLACEMNT	2,111,500	various - see following page
40090011	54432	OTHER IMPR - MCAS BRIDGE PERRY	1,000,000	
40090011	54600	CONSTR NEW BLDGS-ANIMAL SHELTR	3,500,000	
40090011	54606	BUCKWALTER EXPANSION PH II	5,000,000	
			\$ 17,005,769	



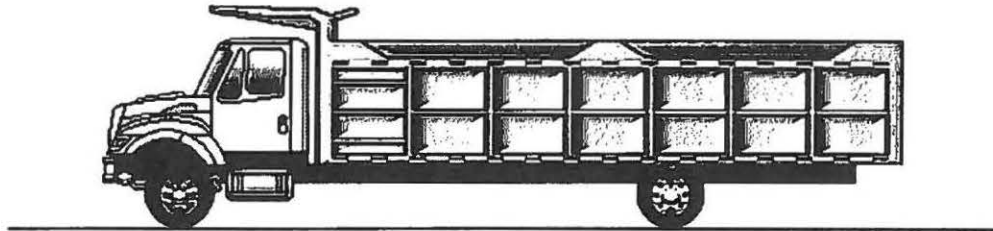
7300 SBA 4x2

Sales Proposal For:
Beaufort County Public Works

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC

Prepared For:
Beaufort County Public Works
Dave Thomas
102 Industrial Village Rd. Bldg. 2
Beaufort, SC 29906-4291
(843)470 - 2739

Presented By:
CAROLINA INTERNATIONAL TRUCKS, INC
Edmond Jones
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923



Model Profile
2016 7300 SBA 4X2 (SA615)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 27.74% / 1.58% @ 55 MPH Calc. Geared Speed: 81.6 MPH
DIMENSION:	Wheelbase: 254.00, CA: 186.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins ISB 240} EPA 2010, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.13
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
SA61500	Base Chassis, Model 7300 SBA 4X2 with 254.00 Wheelbase, 186.90 CA, and 96.00 Axle to Frame.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
1SAL	CROSSMEMBER, REAR, AF (01)
1WGS	WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5AAA	STEERING COLUMN Stationary
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BEM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MEP	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; With 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style

<u>Code</u>	<u>Description</u>
8VUL	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WLS	TURN SIGNALS, FRONT Dual Face, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors
8WML	HEADLIGHTS Long Life Halogen; for Two Light System
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Front End; Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12EES	ENGINE, DIESEL {Cummins ISB 240} EPA 2010, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core With Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
12VBC	AIR CLEANER Single Element
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB Engines
12XBB	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; ISB Engines
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYR	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.13
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 41" Back of Cab

<u>Code</u>	<u>Description</u>
15LMN	FUEL/WATER SEPARATOR (Racor 400 Series,) 12 Volt Pre-Heater, with Primer Pump, and WIF Sensor
15SRE	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 19" Deep, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SDC	GRAB HANDLE (2) Chrome Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar
16SML	SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment
16SNC	MIRRORS (2) (Lang Mekra) Rectangular 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Bright Finish Heads, with Black Brackets and Arms
16WCT	AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WRX	CAB INTERIOR TRIM Deluxe
16WSK	CAB REAR SUSPENSION Air Bag Type
27DPX	WHEELS, FRONT DISC; 22.5" Painted Steel, 2-Hand Hole 10-Stud (285.75MM BC) Hub Piloted Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs
28DPM	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and With Steel Hubs
7372138102	(4) TIRE, REAR 11R22.5 G622 RSD (GOODYEAR) 497 rev/mile, load range G, 14 ply
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
Services Section:	
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U
40KDT	SRV CONTRACT, EXT CMMS ENGINE (Cummins) To 60-Month/200,000 Miles (320,000 km), Extended Cummins ISB Engine Coverage, Protection Plan 1, (Truck Application Only)
40KGD	SRV CONTRACT, EXT CMMS AFTR (Cummins) To 60-Month/200,000 Miles (320,000 km), Extended Cummins ISB Aftertreatment Coverage, With Equal or Greater Duration Purchased of Protection Plan 1 (Truck Application Only)
1	CAROLINA ENVIRONMENTAL SYSTEMS - HOL-MAC KBF20H KNUCKLEBOOM GRAPPLE LOADER

Code

Description

W7W BODY COMPANY - STATE CONTRACT - PINTLE HOOK, 7 WAY PLUG, ELECTRIC BRAKE
CONTROLLER

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$119,065.00
Memo Item(s):		
Total Taxes:	\$300.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note the following -

THIS QUOTE INCLUDES SOUTH CAROLINA SALES TAX

THIS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400009449

THIS QUOTE INCLUDES REVISED BODY QUOTE FROM CAROLINA ENVIRONMENTAL SYSTEMS, INC. WITH STANDARD LEVER CONTROLS

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

CAROLINA INTERNATIONAL TRUCKS, INC
1619 BLUFF RD
COLUMBIA SC 29201 -
(803)799-4923

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

Carolina Environmental Systems, Inc.
2750 Highway 66 S, Kernersville, NC 27284
2701 White Horse Rd, Greenville, SC 29611
800-239-7796

4-7-15 Revised

To: Carolina International Trucks of Columbia
Attn: Ed Jones

Ref: Beaufort County, SC

New knuckleboom body/loader quote

Loader:

Pac-Mac by Hol-Mac, model KBF20H
270 degrees boom rotation
16' - 20' reach
48" x 60" grapple, 360 degrees continuous rotation
Dual stand up lever controls
Electric shift PTO w/EOS
Tandem hydraulic pump, direct coupled
Lifting capacity: 3,000 to 7,000 lbs
H Style outriggers
Fast idle circuit
Cab mounted strobe light

Body:

Pac-Mac by Hol-Mac
Model TKB1824
18' long, 24 cubic yards
42" front sides, tapered up to 60" sides at rear
Dual outboard lift cylinders
12" on center - 4" channel crossmembers
8" longitudinals
3/16" floor
Dual rear barn doors
Dual rear LED, oval, amber flashing lights mounted in upper door posts
ICC rear bumper, folding

Pac-Mac warranty, 12 months full coverage, 36 months structural, 24 months on hydraulic gear box

Color: Cab - white
Loader - safety red
Body - black

Freight from Pac-Mac to customer.

Factory mounting and paint.

Delivery: approx 45-60 days from receipt of a suitable chassis

Options included, factory mounted

Standard lever controls N/C

Heat shield under curbside cat walk

Boom overheight alarm

Armless tarp " window shade " type system with $\frac{3}{4}$ coverage, add 1,800.00

Total price \$ 52,785.00

Other options available, including custom strobe light (brands)

If you have questions or need additional information, please do not hesitate to contact me. The toll free office number: 800-239-7796, mobile: 704-239-8471

Matt Keeble

Matt Keeble....704-239-7796, mattkeeble@bellsouth.net

CC: Jim Minor

I

Truck, Cab/Chassis, 33,000 GVWR, Diesel Engine

INTL - 7300 - Cummins ISD Allison - > TV-

<u>Contract Number:</u>	4400009449	<u>Contractor:</u>	Carolina International Trucks, Inc.
<u>Initial Contract Term:</u>	11/1/14 - 10/31/15	<u>Address:</u>	1619 Bluff Rd Columbia, SC 29201
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000083474
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Randy Downs
<u>Model:</u>	International WorkStar SA615	<u>Email:</u>	rdowns@carolinainternational.com
<u>Commodity Code:</u>	0705110100	<u>Telephone:</u>	(803) 251-7284
<u>Delivery:</u>	58 days ARO	<u>Fax:</u>	(803) 212-8266

45.60

BASE PRICE = \$63,285.00

Ed Jones - CAROLINA INT'L
843-300-7351

* Click on the link above for an itemized listing of items included in the base price.

CLARENDON - PETERSON
- AMICK - EQUIP -

Optional Additions

Body Install Coordination Fee*	\$ 100.00
<small>* The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.</small>	
C/A 120" - Increase CA to 120"	No Additional Cost
Extended Cab (deletes Air Ride Driver Seat)	\$ 1,795.00
Operator's Manual	Standard
Shop Manual	Standard
Operator Training	Standard
Repair Technician Training	Standard

Optional Deductions

Auxiliary Power Outlet (Standard State Spec)	\$ 30.00
Auxiliary Power Connection (Standard State Spec)	\$ 95.00



HARGRAY

The Lowcountry Broadband Plan

Beaufort County

April 20, 2015

Gigabit service and applicability



1 Gigabit Internet (“Gig”) service is 100 times faster than today’s most popular broadband speed of 10Mbps

- Provides seamless connection for multiple high-bandwidth users within a home or business
- Enables the upload and download of files at much higher speeds
- Allows for streaming of multiple HD movies simultaneously and high-definition video chat without interruptions across many devices
- Helpful in attracting new residents and businesses from technologically advanced areas of the country
- Significant marketing and public relations benefits

Google Fiber launched Gig services beginning in 2012 initially in Kansas City and later in Provo & Austin

- Google selected markets which are high-end and very dense areas where aerial plant is available
- Google required residents of specific communities in these areas to “pre-commit” before it would construct network
- Google also negotiated concessions from the local governmental bodies to facilitate its investment

Rather than a focus on a few deployments that target a small percentage of our current customers, the goal of The Lowcountry Broadband Plan is to provide a framework where Gig services will be available over time throughout the Lowcountry for residents, businesses, and visitors

Residential Gig

- Provide Gigabit Internet speeds to residential communities where there is demonstrated demand by residents

Commercial Gig

- Deliver Gigabit business services to businesses interested in purchasing such services

Gig Wi-Fi

- Advanced Wi-Fi solutions for common areas, resorts, and multi-dwelling units (MDUs) where residents and visitors congregate

The Value of Gig Connectivity and Hargray



To ensure the long-term viability of our area as a world-class community, attractor of enterprise and commerce, and an tourist destination, we need to ensure we have the technological infrastructure that will:

- **Attract and retain** diverse and vibrant residents
- **Increase** home values and quality of life (fiber-to-the-home adds \$6.5k, or 2.5%, in value to a \$300k home according to the Fiber to the Home Council)
- **Recruit** meaningful business prospects from attractive industries (e.g. healthcare and technology)
- **Engage** visitors and residents
- **Strengthen** the seamless connection between residents, businesses, and visitors
- **Reinforce** the Lowcountry's reputation as one of the best tourist destinations in the Country

Hargray is best positioned to make the necessary investments to upgrade the technological infrastructure

- **Experience:** Hargray is and has been a contributing and committed member of the Lowcountry for over 65 years
- **Investment:** Hargray has a vast and growing fiber network (over 1,700 route miles) that can be leveraged to provide Gig services
- **Infrastructure:** Hargray owns its entire network, giving it complete control and visibility
- **Engagement:** Hargray's 370+ colleagues work and live in Lowcountry communities and are committed to ensuring the continued health and strength of the community

We are seeking backing from the County of Beaufort, as stated in the proposed resolution, that:

- The County of Beaufort recognizes the importance to our community the investments that facilitate best-in-class broadband services, including the importance of those investments to encourage economic growth and to solidify our community's reputation as a location with advanced technological infrastructure for businesses, residents, and visitors
- The County of Beaufort desires to encourage such broadband investments to enhance the technological capabilities of businesses, residents, and visitors in its community
- Hargray Communications has been a contributing and committed member of the Lowcountry, with over 65 years of experience and a vast growing fiber network that can be leveraged to provide advanced broadband speeds to the County of Beaufort
- Hargray Communications has indicated a willingness to initiate investments to enable Gigabit Internet services to residential, commercial, and common areas through a Lowcountry Broadband Plan
- The County of Beaufort desires to endorse such investment, to cooperate so as to expedite and facilitate such investments, and to encourage residents and businesses of the community to take advantage of the benefits of such advanced broadband services

RESOLUTION 2015 /

WHEREAS, the County Council of Beaufort County recognizes the importance to our community of investments that facilitate best-in-class broadband services, including the importance of those investments to encourage economic growth and to solidify our community's reputation as a location offering advanced technological infrastructure for businesses, residents, and visitors; and

WHEREAS, the County Council of Beaufort County desires to encourage such broadband investments to enhance the technological capabilities of businesses, residents, and visitors in its community; and

WHEREAS, Hargray Communications ("Hargray") has been a contributing and committed member of the Lowcountry, with over 65 years of experience and a vast and growing fiber network that can be leveraged to provide advanced broadband services to the community of Beaufort County; and

WHEREAS, Hargray has indicated a willingness to initiate investments to enable Gigabit Internet services to residential, commercial, and common areas through a Lowcountry Broadband Plan; and

WHEREAS, the County Council of Beaufort County desires to endorse such private investment, to cooperate so as to expedite and facilitate such investments, and to encourage residents and businesses of the community to take advantage of the benefits of such advanced broadband services.

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Beaufort County supports and endorses the Lowcountry Broadband Plan, commits to cooperate, to the extent within its control and authority, to expedite and facilitate the investments contemplated by the Lowcountry Broadband Plan, and to encourage residents and businesses to take advantage of the technological advancements enabled by the Lowcountry Broadband Plan.

Adopted this __ day of __, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council

Prepared Without Benefit
of Title Examination

TMP: R800 024 000 0124 0000

STATE OF SOUTH CAROLINA)	
)	QUIT-CLAIM DEED
COUNTY OF BEAUFORT)	

KNOW ALL MEN BY THESE PRESENTS, That I, the said **BEAUFORT COUNTY**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and no other valuable consideration, in hand paid at and before the sealing and delivery of these presents by **UNION BAPTIST CHURCH** whose address is P.O. Box 7, Daufuskie Island, South Carolina 29915-0007, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said **UNION BAPTIST CHURCH**, its successors and assigns forever, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE**

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **UNION BAPTIST CHURCH**, its successors and assigns, forever, so that neither **BEAUFORT COUNTY**, nor its successors and/or assigns, nor any other person, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Witness my hand and seal this _____ day of _____, 2015.

Signed, Sealed and Delivered
in the presence of:

BEAUFORT COUNTY

witness

By:
Its:

notary as witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____, Notary Public for South Carolina do hereby certify that _____ of Beaufort County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2015.

Notary Public for South Carolina
My Commission expires: _____

EXHIBIT "A"

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in a portion of Lot 31 Maryfield Plantation, located on Daufuskie Island, Beaufort County, South Carolina, and being more particularly shown designated as "2.00 Acres including Road R/W" and "1.43 Residual Acres" on a plat prepared by Southeastern Surveying, Inc., dated October 24, 1998, and not recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to the courses, metes and bounds, reference is made to the aforesaid plat.

The within Quit-Claim Deed was prepared without benefit of title examination.

Prepared Without Benefit
of Title Examination

TMP: R800 024 000 0124 0000

STATE OF SOUTH CAROLINA)	
)	QUIT-CLAIM DEED
COUNTY OF BEAUFORT)	

KNOW ALL MEN BY THESE PRESENTS, That I, the said **BEAUFORT COUNTY SCHOOL DISTRICT**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and no other valuable consideration, in hand paid at and before the sealing and delivery of these presents by **UNION BAPTIST CHURCH** whose address is P.O. Box 7, Daufuskie Island, South Carolina 29915-0007, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim, subject to the easements, restrictions, reservations and conditions (“Exceptions”) set forth below, unto the said **UNION BAPTIST CHURCH**, its successors and assigns forever, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE**

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said **UNION BAPTIST CHURCH**, its successors and assigns, forever, so that neither **BEAUFORT COUNTY SCHOOL DISTRICT**, nor its successors and/or assigns, nor any other person, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Witness my hand and seal this _____ day of _____, 2015.

Signed, Sealed and Delivered
in the presence of:

BEAUFORT COUNTY SCHOOL DISTRICT

witness

By:
Its:

notary as witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____, Notary Public for South Carolina do hereby certify that
_____ of Beaufort County,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the ____ day of _____, 2015.

Notary Public for South Carolina
My Commission expires: _____

EXHIBIT "A"

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in a portion of Lot 31 Maryfield Plantation, located on Daufuskie Island, Beaufort County, South Carolina, and being more particularly shown designated as "2.00 Acres including Road R/W" and "1.43 Residual Acres" on a plat prepared by Southeastern Surveying, Inc., dated October 24, 1998, and not recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to the courses, metes and bounds, reference is made to the aforesaid plat.

The within Quit-Claim Deed was prepared without benefit of title examination.



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GK*
Josh Gruber, Deputy County Administrator *JG*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *JRM*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way
Condemnation Request– Coker Lane, Dale**

DATE: April 8, 2015

BACKGROUND. Coker Lane is a 0.23 mile dirt road located off of Witsell Road in the Dale community. Public Works has maintained this road for over 20 years. Coker Lane was ranked 23rd on the FY 14/15 – FY 16/17 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County must have a deeded 50 – foot right of way before the road can be advertised for a dirt road paving contract. Beaufort County neither owns the right of way nor has an easement for Coker Lane. Staff has followed the current process to try and obtain deeds for right of way.

The staff efforts to-date to obtain right of way for Coker Lane include obtaining a contractor to perform a field survey, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with this process has been approximately six months. After sending two written requests, the Engineering Department has obtained 7 of 9 signed right of way deeds. Condemnation of the 2 remaining parcels would be necessary to complete the right of way effort for Coker Lane. All of the other resident owners of Coker Lane have provided full support for its improvements.

The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the remaining 2 right of way parcels on Coker Lane in order to facilitate paving of the road.

FOR ACTION. Public Facilities Committee on April 20, 2015.

RECOMMENDATION. The Public Facilities Committee approves and recommend to County Council to approve condemnation of the 2 remaining right of way parcels needed on Coker Lane in order to improve the dirt road in a future dirt road paving contract.

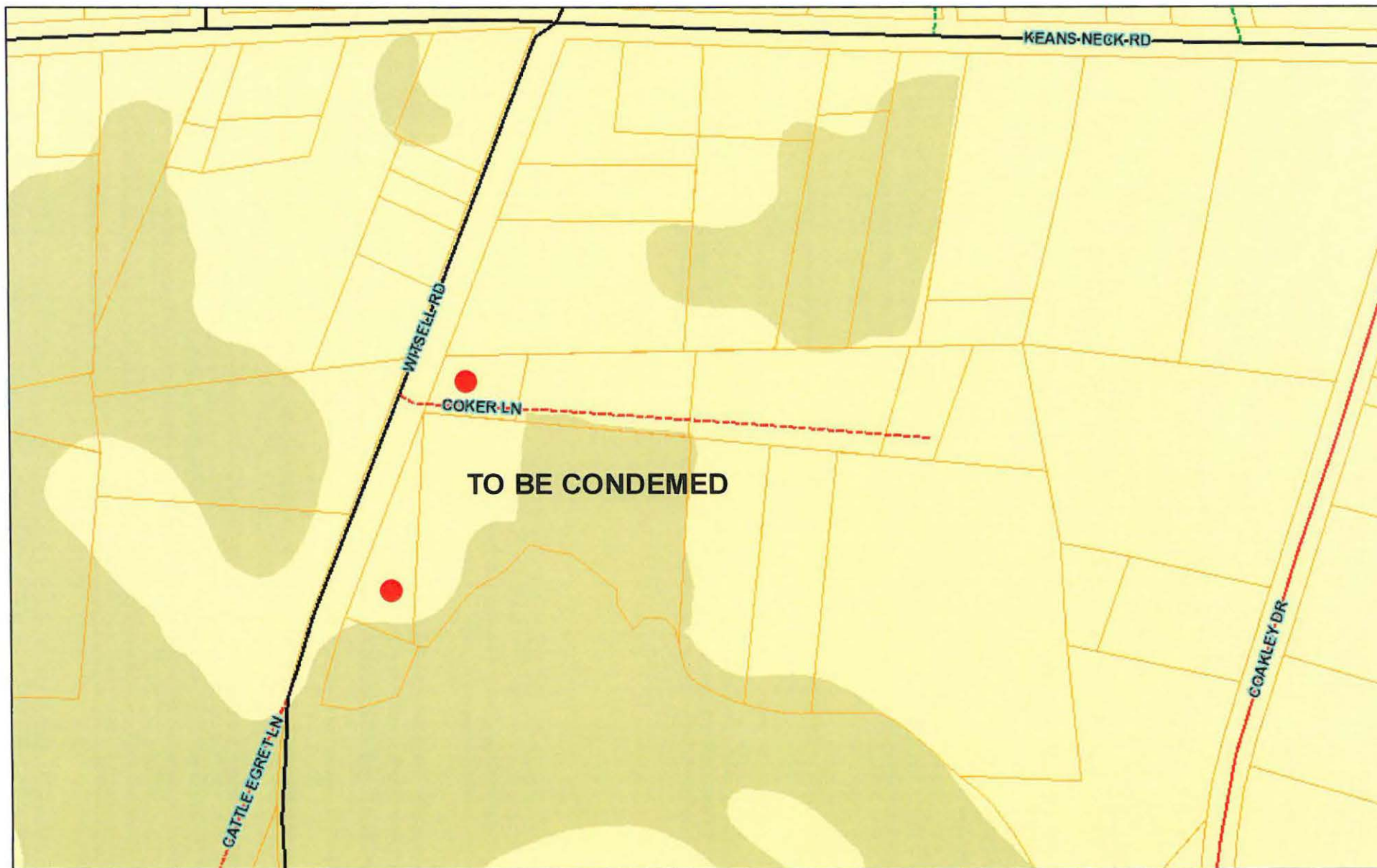
JK
JRM/EK/mjh

Attachments: 1) Location Map
2) Sample Right of Way Request Letters
3) Spreadsheet

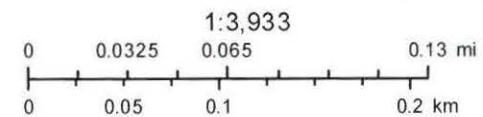
cc: Eddie Bellamy

roads/condemn/Coker LnPFCapp

COKER LN R/W TO BE CONDEMNED



April 8, 2015



August 5, 2014

Rachel Coker
25 Coker Lane
Dale, SC 29914

Re: Coker Lane Right-of-Way Acquisition

Tax Map #: R700 038 000 076A 0000

Dear Property Owner:

The Beaufort County Transportation Committee (CTC) is considering Coker Lane for inclusion in the County's Dirt Road Paving Program. Before the road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way.

Our road survey indicates that the County must acquire a 0.147 acre (6,419 SF) portion of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey this strip of land to the County using the enclosed quitclaim deed. The area to be conveyed is shown in Exhibit "A" of the deed.

If you want Coker Lane to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Coker Lane will revert to private road status and the County will be prohibited by law from maintaining it. The residents who use Coker Lane will then be responsible for maintaining and repairing it.

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed, map

September 9, 2014

Brian Millidge
P.O. Box 4415
Beaufort, SC 29903

Re: Coker Lane Right-of-Way Acquisition --- 2nd Request

Tax Map #: R700 038 000 076D 0000

Dear Mr. Millidge:

The Beaufort County Transportation Committee (CTC) is considering Coker Lane for inclusion in the County's Dirt Road Paving Program. Before the road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way.

Our road survey indicates that the County must acquire a 0.066 acre (2,868 SF) portion of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey this strip of land to the County using the enclosed quitclaim deed. The area to be conveyed is shown in Exhibit "A" of the deed.

If you want Coker Lane to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Coker Lane will revert to private road status and the County will be prohibited by law from maintaining it. The residents who use Coker Lane will then be responsible for maintaining and repairing it.

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed, map

COKER LANE	R/W ACQUISITION		
Parcel Number	DEED: YES/ NO	Situs Address	Owner 1
R700 038 000 0071 0000	NO N/R	41 WITSELL RD	BRYAN JACOB MARY
R700 038 000 0074 0000	YES	6 COKER LN	ROGERS JAMES HOLLIS
R700 038 000 0076 0000	YES	35 COKER LN	COKER AUNDRY
R700 038 000 0191 0000	YES	36 COKER LN	ALBANY RACHEL C
R700 038 000 073A 0000	YES	13 COKER LN	CHISHOLM STEVEN
R700 038 000 076A 0000	YES	25 COKER LN	COKER RACHEL
R700 038 000 076B 0000	YES	22 COKER LN	GATHERS HENRIETTA
R700 038 000 076C 0000	YES	28 COKER LN	BRYANT MYRTLE
R700 038 000 076D 0000	NO N/R	5 COKER LN	MILLIDGE BRIAN
AS OF 4/8/2015			
N/R = NO RESPONSE			



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKUBZ*
Josh Gruber, Deputy County Administrator *JG*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *JRM*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way
Condemnation Request– Almond Drive, St Helena Island**

DATE: April 10, 2015

BACKGROUND. Almond Drive is a 0.2 mile dirt road located off of Eddings Point Road on St. Helena Island. Public Works has maintained this road for over 20 years. Almond Drive was ranked 1st on the FY 14/15 – FY 16/17 Dirt Road Paving Program and selected for paving by the BCTC.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County must have a deeded 50 – foot right of way before the road can be advertised for a dirt road paving contract. Beaufort County neither owns the right of way nor has an easement for Almond Drive. Staff has followed the current process to try and obtain deeds for right of way.

The staff efforts to-date to obtain right of way for Almond Drive include, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. After sending written requests, the Engineering Department has obtained 8 of 12 signed right of way deeds. Condemnation of the 4 remaining parcels would be necessary to complete the right of way effort for Almond Drive. All of the other resident owners of Almond Drive have provided full support for its improvements.

The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the remaining 4 right of way parcels on Almond Drive in order to facilitate paving of the road.

FOR ACTION. Public Facilities Committee on April 20, 2015.

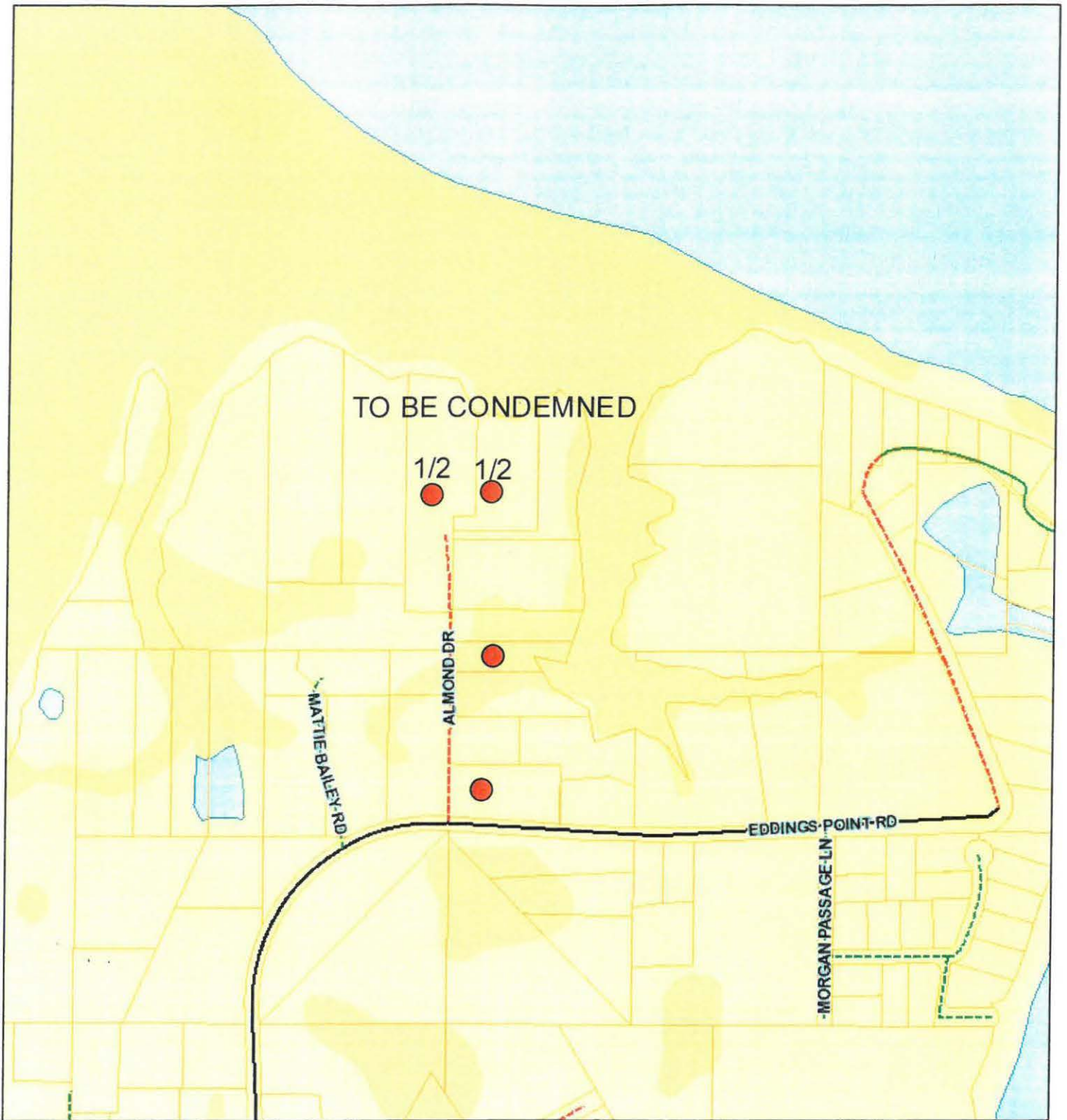
RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council to approve condemnation of the 4 remaining right of way parcels needed on Almond Drive in order to improve the dirt road in a future dirt road paving contract.

JRM/*JK*mjh

Attachments: 1) Location Map
2) Spreadsheet

cc: Eddie Bellamy

ALMOND DRIVE

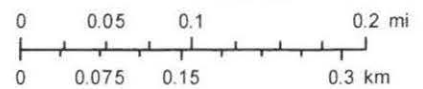


April 10, 2015

1:7,038

Road Classifications

- | | |
|----------------------|-------------------------|
| — <all other values> | --- PRIVATE, UNPAVED |
| — STATE, PAVED | — PRIVATE, UNDETERMINED |
| --- STATE, UNPAVED | — TOWN, PAVED |
| — COUNTY, PAVED | --- TOWN, UNPAVED |
| --- COUNTY, UNPAVED | — MILITARY / PAVED |
| — PRIVATE, PAVED | --- MILITARY / UNPAVED |
| | □ Parcels |



ALMOND DRIVE	R/W ACQUISITION			
PARCEL NUMBER	OWNER(S)	DEED	DEED	REMARKS
R300 006 000 0067 0000	SMALLS WILLIAM H JR		NO	
R300 006 000 008D 0000	WRIGHT JETHRO	YES		
R300 006 000 0007 0000	HEYWARD IRENE	YES		
R300 006 000 008B 0000	JOHNSON RUTH	YES		
R300 006 000 006A 0000	MOULTRIE CHERYL & JOHN H		NO	NEED JOHN H MOULTRIE'S DEED
R300 006 000 0082 0000	SMALLS VIOLA HERNTON	YES		Sharon Simmons, Personal Representative, executed deed
R300 006 000 0083 0000	JENKINS PATREANOR	YES		
R300 006 000 0066 0000	STOLTZ ROBERT R JR ROBIN L JTROS	YES		
R300 006 000 0065 0000	MATTEL GOPI		NO	
R300 006 000 008C 0000	MATTHEWS EUGENE VERNELLE J CO TRUSTE	YES		
R300 006 000 0062 0000	BAILEY MARVIN & NORMA I		NO	NEED NORMA I BAILEY'S DEED
R300 006 000 0064 0000	JAMES MARGARETE	YES		



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
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Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, County Deputy Administrator *JG*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *RMcFee*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way
Condemnation Request– Mary Smalls Rd., St. Helena Island**

DATE: April 9, 2015

BACKGROUND. Mary Smalls Road is a 0.15 mile dirt road located off of Orange Grove Road in St. Helena Island's Orange Grove community. Public Works has maintained this road for over 20 years. Mary Smalls Road was ranked 21st on the FY 14/15 – FY 16/17 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County must have a deeded 50 – foot right of way before the road can be advertised for a dirt road paving contract. Beaufort County neither owns the right of way nor has an easement on/over Mary Smalls Road. Staff has followed the prescribed acquisition process to try and obtain deeds for right of way.

Staff efforts to-date to obtain right of way for Mary Smalls Road include obtaining a contractor to perform a field survey, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with this process has been approximately six months. After sending two written requests, the Engineering Department has obtained 4 of 5 signed right of way deeds. Condemnation of the remaining parcel would be necessary to complete the right of way effort for Mary Smalls Road. All of the other resident owners of Mary Smalls Road have provided full support for its improvements.

The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the remaining right of way parcel on Mary Smalls Road in order to facilitate paving of the road.

FOR ACTION. Public Facilities Committee on April 20, 2015.

RECOMMENDATION. The Public Facilities Committee approves and recommends to County Council to approve condemnation of the remaining right of way parcel needed on Mary Smalls Road in order to improve the dirt road in a future dirt road paving contract.

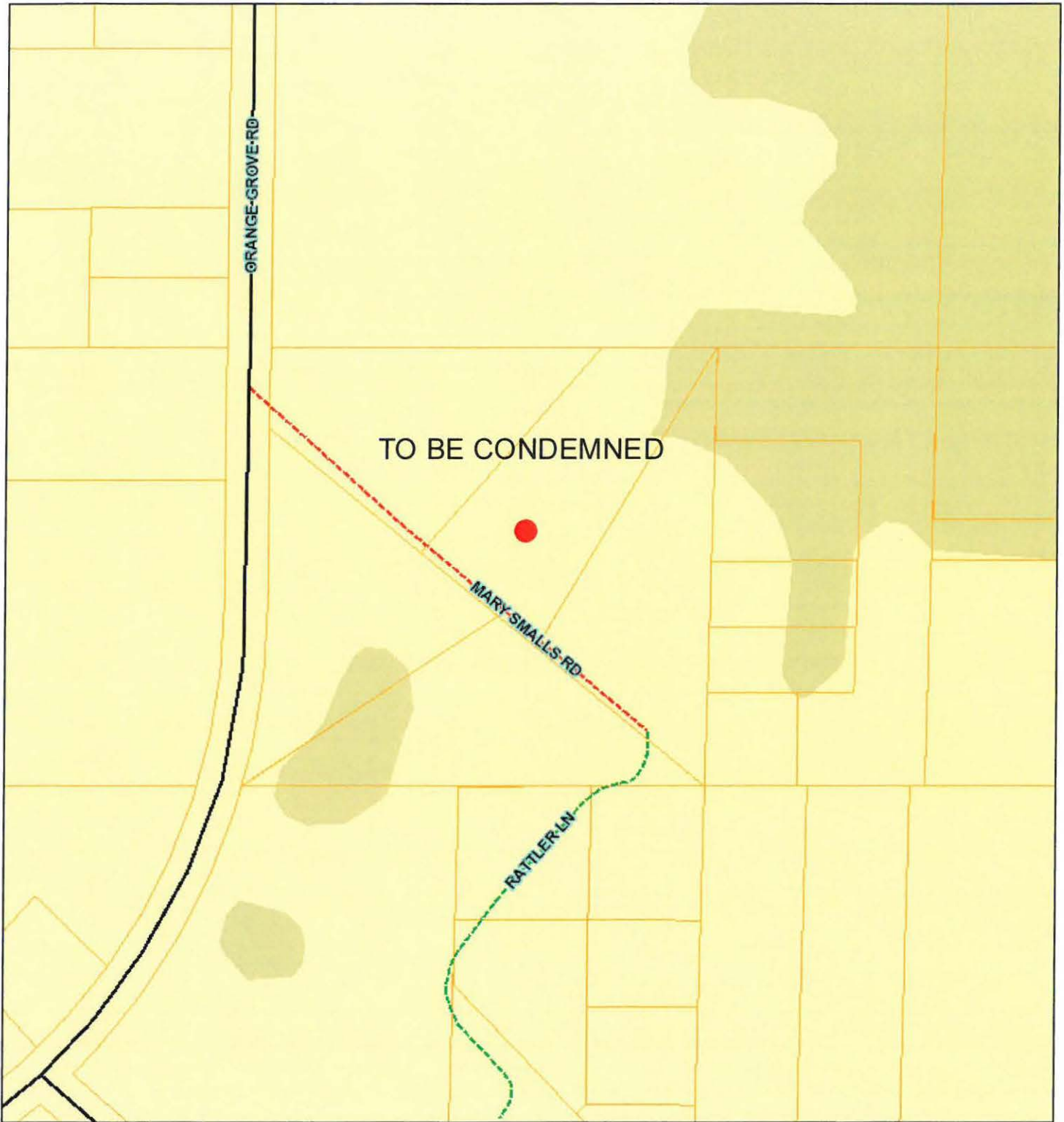
ek
JRM/EK/mjh

Attachments: 1) Location Map
2) Sample Right of Way Request Letters
3) Spreadsheet

cc: Eddie Bellamy

roads/condemn/MarySmallsPFCapp

MARY SMALLS ROAD

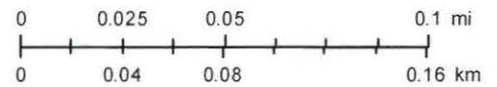


April 9, 2015

1:2,995

Road Classifications

- | | |
|----------------------|---------------------------|
| — <all other values> | --- PRIVATE, UNPAVED |
| — STATE, PAVED | --- PRIVATE, UNDETERMINED |
| --- STATE, UNPAVED | --- TOWN, PAVED |
| --- COUNTY, PAVED | --- TOWN, UNPAVED |
| --- COUNTY, UNPAVED | --- MILITARY / PAVED |
| --- PRIVATE, PAVED | --- MILITARY / UNPAVED |
| | □ Parcels |



December 1, 2014

Annie Mae Smalls
174 Stanley Place
Hackensack, NJ 07601

Re: Mary Smalls Road Right-of-Way Acquisition

Tax Map #: R300 023 000 0019 0000 (St. Helena Island, SC)

Dear Ms. Smalls:

The Beaufort County Transportation Committee (CTC) is considering Mary Smalls Road for inclusion in the County's Dirt Road Paving Program. Before the road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way.

Our road survey indicates that the County must acquire a 0.088 acre (3,831SF) portion of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey this strip of land to the County using the enclosed quitclaim deed. The area to be conveyed is shown in Exhibit "A" of the deed.

If you want Mary Smalls Road to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Mary Smalls Road will revert to private road status and the County will be prohibited by law from maintaining it. The residents who use Mary Smalls Road will then be responsible for maintaining and repairing it.

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed, map

Do Not Discard. Response Required.

February 24, 2015

Annie Mae Smalls
174 Stanley Place
Hackensack, NJ 07601

Re: Mary Smalls Road Right-of-Way Acquisition - Proposed CTC Paving Project

Tax Map #: R300 023 000 0019 0000 (St. Helena Island, SC)

Dear Ms. Smalls:

In order for Beaufort County to legally maintain and improve (pave) dirt roads, we must ensure the road is within the public domain and not private property. Per County ordinance we are compelled to secure a 50'-wide road right-of-way (generally 25 feet on each side of the existing roadway centerline) for the purpose of maintenance and safety from the adjacent property owners. The 50' right-of-way allows the County to expend funds on the road.

Our road survey indicates that the County must acquire a 0.088 acre (3,831 square foot) portion of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey this strip of land to the County using the enclosed quitclaim deed. The area to be conveyed is shown in Exhibit "A" of the deed.

If you want Mary Smalls Road to continue to be maintained by Beaufort County, we ask that you:

- 1) Sign the enclosed deed,
- 2) Have it notarized, and
- 3) Return it to our office in the enclosed self-addressed envelope. If you live in Beaufort County, we will come to your home and notarize the deed ourselves. Just contact us at 255-2700 to make arrangements. **If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.** Donald and Daniel Glover, Ethel Smalls, and Matilda Derrick have already returned signed and notarized deeds to our office.

While you are under no obligation to honor our request, please be advised that if we are unable to assemble a 50'-wide right-of-way, Mary Smalls Road will revert to private road status and the County will no longer maintain it. You should also be aware that many lending institutions and mortgage service companies now require owners of property on private roadways to establish and maintain a private roadway maintenance agreement as part of their loan documentation or closing requirements. A private roadway maintenance agreement must be paid for by all of the property owners benefited by the private roadway.

If you have any questions or concerns, please contact Eric Klatt at (843) 255-2700.

Sincerely,

Robert McFee, PE
Director of Facilities and Construction Engineering

JRM/EWK/cvs

Enclosures: Deed

MARY SMALLS RD						
R/W ACQ.						
PARCEL NUMBER	OWNER(S)	DEED	DEED	1ST LETTER	2ND LETTER	PHONE CONTACTS
R300 023 000 0019 0000	ANNIE MAE SMALLS		NO	12/1/2014	2/24/2015	
R300 023 000 0347 0000	DONALD & DANIEL GLOVER	YES		12/1/2014		
R300 023 000 0346 0000	DONALD GLOVER	YES		12/1/2014		Office visit/1/21/15
R300 023 000 0344 0000	ETHEL SMALLS	YES		12/1/2014	1/22/2015	937-235-2008
R300 023 000 0345 0000	MATILDA S DERRICK	YES		12/1/2014	12/17/2014	
AS OF 4/9/2015						



**COUNTY COUNCIL OF BEAUFORT COUNTY
 BEAUFORT COUNTY ENGINEERING DEPARTMENT
 104 Industrial Village Road, Building #3, Beaufort, SC 29906
 Post Office Drawer 1228, Beaufort, SC 29901-1228
 Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
 Josh Gruber, Deputy County Administrator *JG*
 Alicia Holland, Assistant County Administrator, Finance *AH*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *Robert McFee*

SUBJ: **SCDOT Oversight Services**

DATE: April 13, 2015

BACKGROUND. In March 2008, Beaufort County executed an Intergovernmental Agreement (IGA) with SCDOT for the County's 2006 Sales Tax Projects. It states in the IGA that SCDOT shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. The IGA also states that SCDOT shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities.

Beaufort County has received the following invoice for QA activities on SC 170 Widening Project, Boundary Street Streetscape/TIGER Grant Project, and the Bluffton Parkway Phase 5A Segment 2 - US 278 Flyover Bridges construction.

<u>Invoice #</u>	<u>QA Period</u>	<u>Bluffton Pkwy Services Total</u>	<u>SC 170 Services Total</u>	<u>Boundary St Services Total</u>	<u>Total</u>
418404	4th Qtr FY 2014	\$ 22,740.95	\$ 43,009.02	\$ 140.90	\$65,890.87

Funding for the SCDOT Quality Assurance Services is from each project's 1% Sales Tax Road Improvement Program Accounts.

FUNDING.

Acct 33401-54500 (Bluffton Pkwy Ph 5) *AH*, with an available fund balance of \$2,821,403 at 4/10/15.
 Acct# 33403-54500 (SC 170), with an available fund balance of \$384,108 at 4/10/15.
 Acct #47030011-54503 (Boundary Street), with an available fund balance of \$5,029,146 at 4/10/15. Additionally, there is \$12.6 million TIGER Grant that would be used for construction on the project.

FOR ACTION. Public Facilities Committee Meeting on April 20, 2015.

RECOMMENDATION: That the Public Facilities Committee approve and recommend to County Council payment of the SCDOT 3rd Quarter FY 2014 Invoice totaling \$111,454.20 for oversight services on County Sales Tax Projects.

JRM/mjh

Attachments: 1) SCDOT Invoice #418404
 2) IGA



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER	BEAUFORT COUNTY P O BOX 1228 BEAUFORT, SC 29901	Invoice No.:	418404
		Invoice Amount.:	\$65,890.87
		Invoice Date:	4/6/2015
		Past Due After:	5/6/2015
		Damage Claim:	
DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS			

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM

INVOICE	Quantity	Item	Unit Cost	Amount
RECEIVED BEAUFORT COUNTY FINANCE 2015 APR 10 PM 3:25		QUARTER 4 FISCAL YEAR 2014 SEE ATTACHED		\$ 65,890.87
			Total:	\$65,890.87

----- Detach and return this portion with your payment -----

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1231 or (803) 737-0845.



PAYMENT	Remit to:	Customer:	Invoice No.:	418404
	SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-191	BEAUFORT COUNTY P O BOX 1228 BEAUFORT, SC 29901	Invoice Date:	4/6/2015
			Total Amount Due	
			\$65,890.87	

File #	Project Name	April - June					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	3,513.24	145.04	2,149.95	19,915.00	17,285.79	\$ 43,009.02
07.36939A	Boundary Street Improvements					140.90	\$ 140.90
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.36942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	4,963.74		1,870.02	10,521.00	5,386.19	\$ 22,740.95
	Total	\$ 8,476.98	\$ 145.04	\$ 4,019.97	\$ 30,436.00	\$ 22,812.88	\$ 65,890.87
	4th Quarter Grand Total						\$ 65,890.87

Project	Activity Charged	Object		Time	Amount
SC 170 Widening	Engineering Inspection	Labor	Employee 1	4.00	159.11
SC 170 Widening	Design-Bridge	Labor	Employee 2	7.00	430.41
SC 170 Widening	Program Development A	Labor	Employee 2	4.50	276.69
SC 170 Widening	Program Development A	Labor	Employee 2	11.00	743.99
SC 170 Widening	Engineering Inspection	Labor	Employee 3	19.00	1,585.25
SC 170 Widening	Engineering Inspection	Labor	Employee 4	25.25	2,226.99
SC 170 Widening	Engineering Inspection	Labor	Employee 4	11.75	942.10
SC 170 Widening	Design-Bridge	Labor	Employee 5	3.00	223.70
SC 170 Widening	Design-Bridge	Labor	Employee 5	1.00	74.56
SC 170 Widening	Program Development A	Labor	Employee 5	11.00	924.17
SC 170 Widening	Engineering Inspection	Labor	Employee 6	7.50	425.46
SC 170 Widening	Engineering Inspection	Labor	Employee 6	7.50	354.55
SC 170 Widening	Engineering Inspection	Labor	Employee 6	4.50	232.07
SC 170 Widening	Engineering Inspection	Labor	Employee 6	16.50	850.93
SC 170 Widening	Engineering Inspection	Labor	Employee 6	7.00	361.00
SC 170 Widening	Engineering Inspection	Labor	Employee 6	5.50	312.00
SC 170 Widening	Engineering Inspection	Labor	Employee 7	24.00	1,195.05
SC 170 Widening	Engineering Inspection	Labor	Employee 7	13.50	739.65
SC 170 Widening	Engineering Inspection	Labor	Employee 8	18.50	1,269.72
SC 170 Widening	Engineering Inspection	Labor	Employee 9	42.50	2,989.70
SC 170 Widening	Engineering Inspection	Labor	Employee 9	14.00	785.78
SC 170 Widening	Engineering Inspection	Labor	Employee 10	5.00	108.14
SC 170 Widening	Engineering Inspection	Labor	Employee 11	3.50	74.77
SC 170 Widening	Research and Testing	Testing Lab			19,915.00
SC 170 Widening	Engineering Inspection	Equipment Mileage			3,513.24
SC 170 Widening	Engineering Inspection	In-State-Meals			38.00
SC 170 Widening	Engineering Inspection	In-State-Meals			62.04
SC 170 Widening	Engineering Inspection	In-State-Meals			26.00
SC 170 Widening	Engineering Inspection	In-State-Meals			19.00
SC 170 Widening	Engineering Inspection	Fee-HDR			530.91
SC 170 Widening	Engineering Inspection	Fee-HDR			633.23
SC 170 Widening	Engineering Inspection	Fee-HDR			462.78
SC 170 Widening	Engineering Inspection	Fee-HDR			523.03
				Project Total	\$43,009.02
Boundary Street Improvement Right of Way		Labor	Employee 1	3.50	140.90
				Project Total	\$ 140.90
Bluffton Parkway 5A (Seg 2)	Research and Testing	Labor	Employee 1	5.00	174.54
Bluffton Parkway 5A (Seg 2)	Research and Testing	Labor	Employee 1	5.00	190.41
Bluffton Parkway 5A (Seg 2)	Research and Testing	Labor	Employee 1	13.50	514.10
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	18.50	1,084.14
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	11.00	515.70
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	16.00	833.45
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	23.50	1,224.13
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	8.00	468.81
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	Employee 2	6.50	380.91
	Research and Testing	Testing Lab			10,521.00
	Engineering Inspection	Equipment Mileage			4,290.24
	Research and Testing	Equipment Mileage			673.50
	Engineering Inspection	Fee-HDR			1,071.02
	Engineering Inspection	Fee-HDR			799.00
				Project Total	\$22,740.95
				Total 4th Quarter	\$65,890.87

Total Expenditures

BEAUFORT COUNTY SALES TAX
FY2014

File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
07.36938A	SC 170 Widening	43,009.02	14,913.96	33,563.10	29,805.53	121,291.61	51,416.24	172,707.85
07.36939A	Boundary Street Improvements	140.90	75.42	55.31	6,625.77	6,897.40	13,137.02	20,034.42
07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
07.036941A	Ribaut Road Improvements	-	-	-	-	-	5,140.38	5,140.38
07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	423,797.48	423,797.48
07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	209,747.62	209,747.62
07.041794	Bluffton Parkway 5A (Seg 2)	22,740.95	96,464.82	4,417.23	7,991.61	131,614.61	3,036.43	134,651.04
		\$ 65,890.87	\$ 111,454.20	\$ 38,035.64	\$ 44,422.91	\$ 259,803.62	\$ 717,416.21	\$ 977,219.83

Variance (s/b=0) \$ - \$ - \$ - \$ -

Invoice #
Payment Received

**Cooperative Intergovernmental Agreement
between
Beaufort County, South Carolina
and the
South Carolina Department of Transportation
For
The Beaufort County Transportation Sales and Use Tax Projects**

THIS AGREEMENT is made this 18th day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

B. Description of Work

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.
1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.
 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.
- B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

- A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any

employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

- B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.
- C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets - 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Beaufort County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17th Edition, 2002.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.
8. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:
 - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."
6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall for Federally Eligible Projects

- a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

- b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.
- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.
2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
 - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
 - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Projects

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
 - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
 - d. Final Stormwater Reports
3. Right of way documents
 - a. Appraisals
 - b. Title search information
 - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
 - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
 - Existing and new right of way lines, and County easement lines
 - Final location of utility lines and appurtenances
 - b. Test reports
 - c. Daily construction diaries
 - d. Maintenance Manuals
 - e. Final Completion Documents
- 5. Other documents
 - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
 - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
 - c. All permits of government regulatory agencies
- 6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
 - a. The cost of preliminary engineering.
 - b. The cost of right of way acquisitions.
 - c. Construction cost broken down by roadway cost and bridge cost.
 - d. Total cost of the project.

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Beaufort County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Bob Klink
Beaufort County Engineer
Beaufort County Engineering Division
PO Drawer 1228
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation
Attn: State Highway Engineer
PO Box 191
Columbia, SC 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.


P. Reviews and Approvals

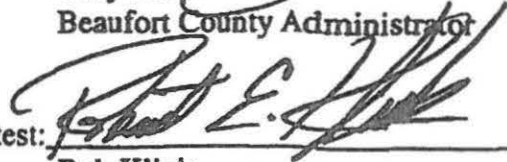
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY


By: 
Gary Kubic
Beaufort County Administrator

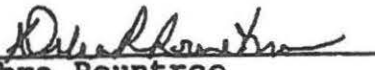
Attest: 
Bob Klink
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Recommended

By: 
Tony G. Chapman
Deputy Secretary
for Engineering

By: 
Debra Rountree
Deputy Secretary for
Finance & Administration

Handwritten notes:
RIP
JMM

By: 
Print Name: H. B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: 

Print Name: Douglas B. Max. Forlove

Print Title: Director Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ~~Division Director~~ ^{Deputy Secretary} of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

3/14/08
(Date)


(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

2/29/08
(Date)



COUNTY
(Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2/29/08
(Date)

3-14-08
(Date)



COUNTY
(Signature)



DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY: _____

Gary Kulic

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:



- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

Attachment "A"
Project List

Project Number	Project Name	Project Description	Estimated 1% Sales Tax Funds
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	\$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	\$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	\$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	\$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	\$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	\$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	\$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	\$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	\$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	\$7,200,000
TOTAL:			\$152,000,000

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Project Development Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JG*
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *RMcFee*

SUBJ: **Construction Engineering Inspection/Construction Management (CEI/CM)
Services for SC 170 Widening Project – March 2015**

DATE: April 10, 2015

BACKGROUND. In 2012, County Council awarded a contract for \$2,030,714 to Infrastructure Consulting & Engineering (ICE) for construction engineering inspection/construction management services (CEI/CM) for the SC 170 Widening Project. Due to the construction delays associated with the SC 170 project, the CEI/CM services needed to be extended. For the month of March 2015, ICE had CEI/CM service charges for the SC 170 widening totaling \$76,165.27. County Engineering Department staff has reviewed these charges and recommend payment.

FUNDING. SC 170 Widening Sales Tax Project Acct #33403-54500 with an available balance of \$384,108 at 4/10/15. All CEI/CM services are reimbursable from the SCSIB Grant for this project. *AH*

ACTION. Public Facilities Committee Meeting on April 20, 2015.

RECOMMENDATION. That the Public Facilities Committee approve payment of the March 2015 totaling \$76,165.27 CEI/CM Services performed by ICE for the SC 170 Widening Project.

JRM/mjh

Attachment: 1) ICE 4/9/15 Invoice

cc: Colin Kinton



Infrastructure Consulting & Engineering
1691 Turnbull Avenue
North Charleston, SC 29405

April 09, 2015

Mr. Colin Kinton
 Beaufort County Engineering
 102 Industrial Village Rd
 Bldg 3
 Beaufort, SC 29902

Project No: 12-21
 Invoice No: 1221.29

Project 12-21 SC 170 CEI #07-036938A

Professional Services from March 01, 2015 to March 31, 2015

Phase	FO	Field Office
Task	AD	Admin

Professional Personnel

	Hours	Rate	Amount	
Schwartz, Carol	158.50	19.50	3,090.75	
Totals	158.50		3,090.75	
Total Labor				3,090.75

Reimbursable Expenses

Mileage-Personal Vehicle				
2/26/2015	Schwartz, Carol	SC170 Progress Meeting	16.95	
3/5/2015	Schwartz, Carol	SC170 Manager & Progress Meeting	19.78	
3/12/2015	Schwartz, Carol	SC170 progress meeting	16.95	
3/19/2015	Schwartz, Carol	SC170 manager & progress meeting	19.78	
	Total Reimbursables		73.46	73.46

Additional Fees

Overhead Rate	127.77 % of 3,090.75	3,949.05	
Fee	10.00 % of 7,039.80	703.98	
Total Additional Fees		4,653.03	4,653.03

Total this Task \$7,817.24

Task	IN	Inspection
------	----	------------

Professional Personnel

	Hours	Rate	Amount	
Durham, Michael	145.50	35.50	5,165.25	
Peek, Justin	167.50	19.75	3,308.13	
Whitfield, Roger	16.00	29.00	464.00	
Totals	329.00		8,937.38	
Total Labor				8,937.38

Consultants

Sub Consultant				
3/31/2015	F&ME Consultants, Inc	Professional Services	5,224.35	
	Total Consultants		5,224.35	5,224.35

Reimbursable Expenses

Hotel/Lodging				
3/3/2015	Peek, Justin	SCE&G	57.13	
3/3/2015	Peek, Justin	Studebaker	23.46	
Field Supplies & Equipment				
2/24/2015	Peek, Justin	Walmart	17.15	
3/12/2015	Engineered Plastics Corporation	Big Lip Molds	110.02	
Site Office Rent/Utilities				
3/5/2015	Carlton, Frann	Ashton Pointe	1,467.00	
3/5/2016	Carlton, Frann	Ashton Pointe	1,191.00	
Total Reimbursables			2,865.76	2,865.76

Unit Billing

12-21 Communication per day				
RW Phone Allowance per Day		2.0 Days @ 3.22	6.44	
Communication				
3/31/2015	J. Peek Cell Phone @ \$70.00		70.00	
3/31/2015	M. Durham Cell Phone @ 90% of \$70.00		63.00	
Mileage Rate				
R. Whitfield Mileage 2 days		495.0 Miles @ 0.56	277.20	
Vehicle				
J. Peek Trk Allow @ \$875		1.0 Vehicle @ 875.00	875.00	
M. Durham Trk Allow @ 90% of \$875		0.9 Vehicle @ 875.00	787.50	
Total Units			2,079.14	2,079.14

Additional Fees

Overhead Rate	127.77 % of 8,937.38	11,419.29	
Fee	10.00 % of 20,356.67	2,035.67	
Total Additional Fees		13,454.96	13,454.96

Total this Task \$32,561.59

Task PM Project Management

Professional Personnel

		Hours	Rate	Amount
Wertz, Alan		144.50	62.02	8,961.89
Totals		144.50		8,961.89
Total Labor				8,961.89

Reimbursable Expenses

Hotel/Lodging				
3/2/2015	Wertz, Alan	SCE&G - Alan Power	51.41	
3/5/2015	Wertz, Alan	Studebaker - Alan Water	17.23	
Site Office Rent/Utilities				
3/5/2016	Carlton, Frann	Ashton Pointe	841.00	
Total Reimbursables			909.64	909.64

Unit Billing

Communication				
3/31/2015	A. Wertz Cell Phone @ 90% of \$70.00		63.00	

Vehicle				
	A. Wertz Trk Allow @ 90% of \$875		0.9 Vehicle @ 875.00	787.50
	Total Units			850.50
				850.50
Additional Fees				
	Overhead Rate	127.77 % of 8,961.89		11,450.61
	Fee	10.00 % of 20,412.50		2,041.25
	Total Additional Fees			13,491.86
			Total this Task	\$24,213.89
			Total this Phase	\$64,592.72

Phase MO Main Office
Task AD Admin

Professional Personnel				
		Hours	Rate	Amount
	Besosa, Hollis	1.00	35.58	35.58
	Coleman, William	1.00	75.00	75.00
	Totals	2.00		110.58
	Total Labor			110.58
Additional Fees				
	Overhead	164.04 % of 110.58		181.40
	Fee	10.00 % of 291.98		29.20
	Total Additional Fees			210.60
			Total this Task	\$321.18

Task PM Project Management

Professional Personnel				
		Hours	Rate	Amount
	LeMin, Marc	34.00	65.87	2,239.58
	Totals	34.00		2,239.58
	Total Labor			2,239.58
Unit Billing				
Mileage Rate				
	M. LeMin Mileage	736.0 Miles @ 0.56		412.16
	Total Units			412.16
Additional Fees				
	Overhead Rate	164.04 % of 2,239.58		3,673.81
	Fee	10.00 % of 5,913.39		591.34
	Total Additional Fees			4,265.15
			Total this Task	\$6,916.89

Task SU Survey

Professional Personnel				
		Hours	Rate	Amount
	Cummings, Richard	16.00	36.00	576.00

Project	12-21	SC 170 CEI #07-036938A	Invoice	1221.29
Hardy, Dustin		24.50	18.50	453.25
Jones, Ross		5.00	24.04	120.20
Stroble, Gary		5.50	48.08	264.44
	Totals	51.00		1,413.89
	Total Labor			1,413.89
Unit Billing				
Mileage Rate				
	R.Cummings Mileage	407.0 Miles @ 0.56		227.92
	Total Units			227.92
Additional Fees				
	Overhead Rate	164.04 % of 1,413.89		2,319.35
	Fixed	10.00 % of 3,733.24		373.32
	Total Additional Fees			2,692.67
			Total this Task	\$4,334.48
			Total this Phase	\$11,572.55
			Total this Invoice	\$76,165.27



 Marc LeMm, P.E.



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JG*
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *RMcFee*

SUBJ: **Construction Engineering Inspection/Construction Management (CEI/CM)
Services for SC 170 Widening Project – March 2015**

DATE: April 10, 2015

BACKGROUND. In 2012, County Council awarded a contract for \$2,030,714 to Infrastructure Consulting & Engineering (ICE) for construction engineering inspection/construction management services (CEI/CM) for the SC 170 Widening Project. Due to the construction delays associated with the SC 170 project, the CEI/CM services needed to be extended. For the month of March 2015, ICE had CEI/CM service charges for the SC 170 widening totaling \$76,165.27. County Engineering Department staff has reviewed these charges and recommend payment.

FUNDING. SC 170 Widening Sales Tax Project Acct #33403-54500 with an available balance of \$384,108 at 4/10/15. All CEI/CM services are reimbursable from the SCSIB Grant for this project. *AH*

ACTION. Public Facilities Committee Meeting on April 20, 2015.

RECOMMENDATION. That the Public Facilities Committee approve payment of the March 2015 totaling \$76,165.27 CEI/CM Services performed by ICE for the SC 170 Widening Project.

JRM/mjh

Attachment: 1) ICE 4/9/15 Invoice

cc: Colin Kinton



Infrastructure Consulting & Engineering
1691 Turnbull Avenue
North Charleston, SC 29405

April 09, 2015

Mr. Colin Kinton
 Beaufort County Engineering
 102 Industrial Village Rd
 Bldg 3
 Beaufort, SC 29902

Project No: 12-21
 Invoice No: 1221.29

Project 12-21 SC 170 CEI #07-036938A

Professional Services from March 01, 2015 to March 31, 2015

Phase	FO	Field Office
Task	AD	Admin

Professional Personnel

	Hours	Rate	Amount	
Schwartz, Carol	158.50	19.50	3,090.75	
Totals	158.50		3,090.75	
Total Labor				3,090.75

Reimbursable Expenses

Mileage-Personal Vehicle				
2/26/2015	Schwartz, Carol	SC170 Progress Meeting	16.95	
3/5/2015	Schwartz, Carol	SC170 Manager & Progress Meeting	19.78	
3/12/2015	Schwartz, Carol	SC170 progress meeting	16.95	
3/19/2015	Schwartz, Carol	SC170 manager & progress meeting	19.78	
	Total Reimbursables		73.46	73.46

Additional Fees

Overhead Rate	127.77 % of 3,090.75	3,949.05	
Fee	10.00 % of 7,039.80	703.98	
Total Additional Fees		4,653.03	4,653.03

Total this Task \$7,817.24

Task	IN	Inspection
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Professional Personnel

	Hours	Rate	Amount	
Durham, Michael	145.50	35.50	5,165.25	
Peek, Justin	167.50	19.75	3,308.13	
Whitfield, Roger	16.00	29.00	464.00	
Totals	329.00		8,937.38	
Total Labor				8,937.38

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			Total this Task	\$4,334.48
			Total this Phase	\$11,572.55
			Total this Invoice	\$76,165.27



Marc LeMm, P.E.

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

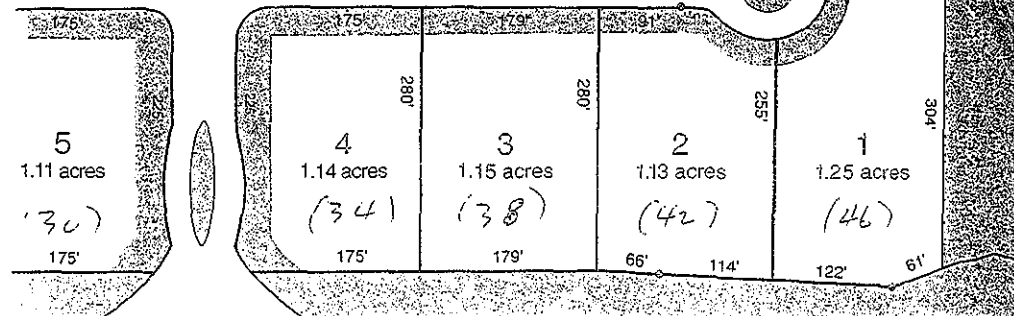
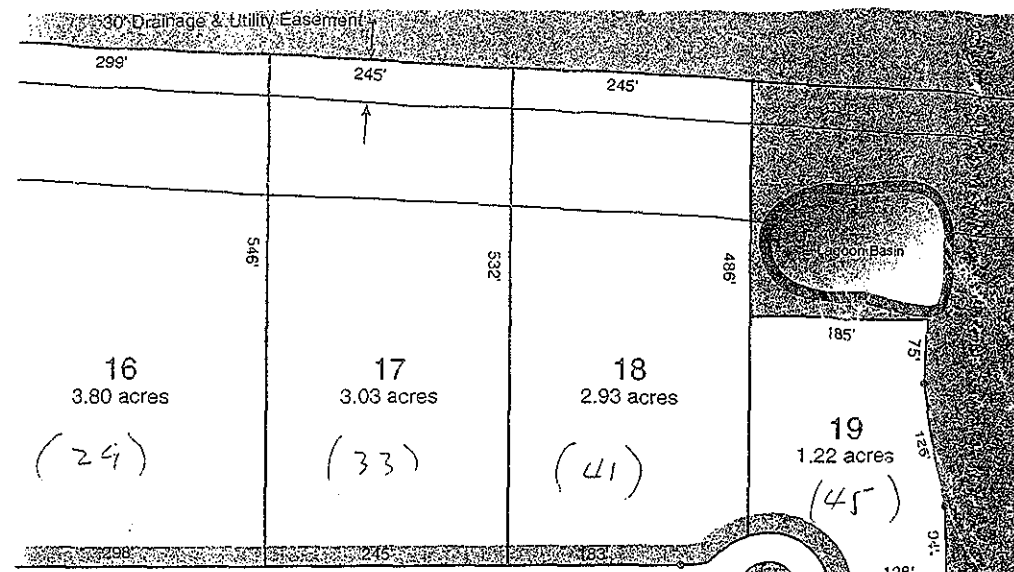
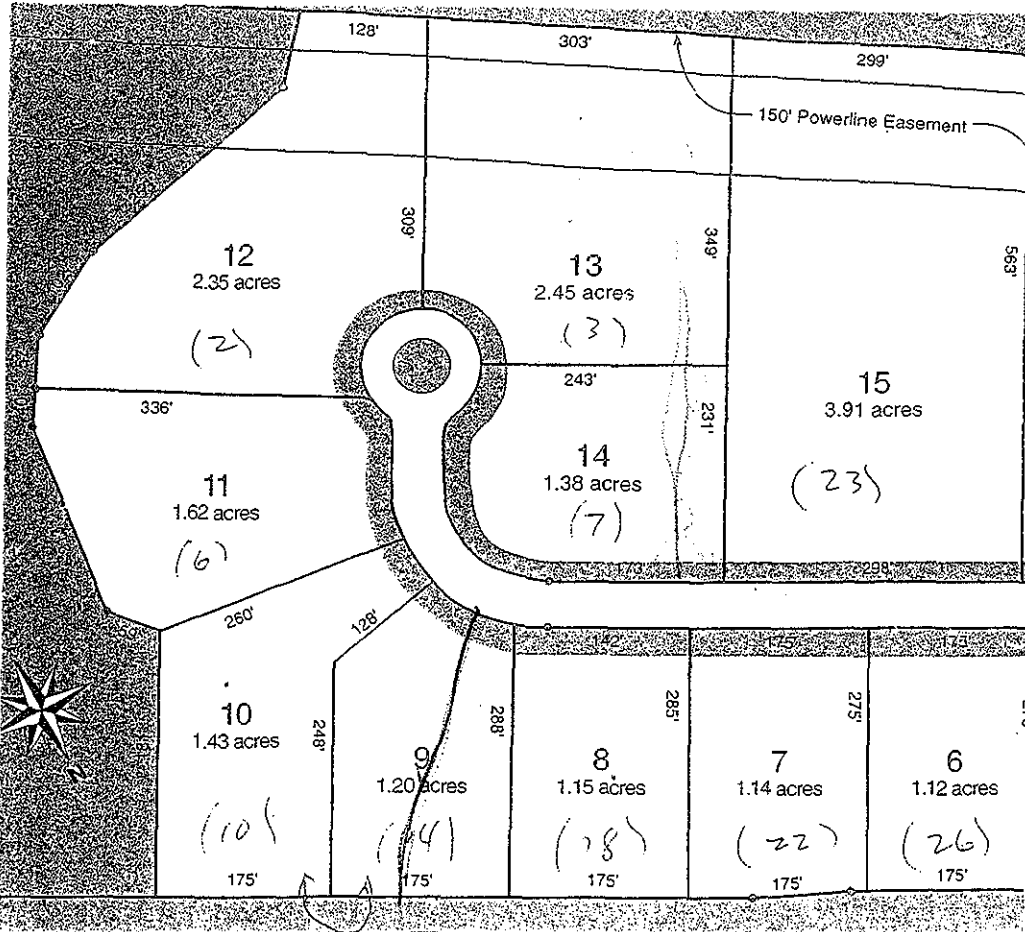
Topic: Plantation Business Park / Road and Drainage Points
Date Submitted: April 20, 2015
Submitted By: Tabor Vaux
Venue: Public Facilities Committee

PLANTATION BUSINESS PARK – ROAD/DRAINAGE POINTS

For purposes of this discussion, the road and drainage easements are considered as one.

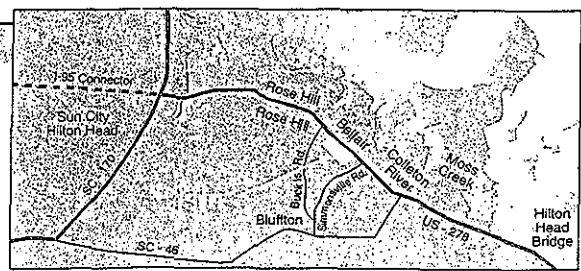
1. In our discussions with County officials Mr. Eric Klatt stated he would put this item on the agenda of the Public Facilities meeting and we send him a quit claim deed for the road as per his instructions. These discussions took place approximately 2 years ago. Research then determined that the original developer apparently did not convey the road to the POA. After tracking down the development company, which ceased to exist many years ago, the one principal of the company was sure that the conveyance was done at the same time as the landscape buffers but no recorded or unrecorded instrument could be found by him or his attorney. It is hard to convey title to road if you do not own it, therefore his attorney did a quit claim deed to the POA and then the POA did one to the County.
 - * If the actual owner of the road was the original developer, that company was shuttered years ago, who and where did the tax bill go?
Based on County procedure, the County should have taken it or sold it for past due taxes years ago.
 - * The POA has never received correspondence from the County that we own the road.
 - * If we thought the County was going to reject the quit claim deed and road ownership, we never would have the road deeded to the POA.
2. Plantation Business Park would never have agreed to the connector road, as proposed, if it thought it was the owner of the road.
 - * The POA has never received a property tax bill for the road parcel when every year it receives one for the landscape buffer parcels on either end of the property.
 - * When the County negotiated to purchase/condemn the right of way through those landscape parcel buffers there was no mention of POA owning the road.
 - * If the POA owned the road, wouldn't the County have to negotiate some type of easement for the connector?
 - * The County has performed repairs on the drainage culverts, especially the one located at the convenience store, when damaged by large trucks.
 - * There are speed limit signs installed by the County on Plantation Park Drive.
 - * There are citations issued by Town Police on the road.

3. The County has either taken advantage of PBP or has dealt in bad faith. No reasonable person could justify why the Association would retain title to a road that became a major thoroughfare. The dollar amount of the yearly property taxes generated by Plantation Business Park is 25 times the cost of any repairs. Without the County owning the road, the POA sees nearly a zero return for the taxes in any service whatsoever.



These two lots will be combined into one.

U.S. Highway 278



Belfair Plantation



A PLANNED COMMERCIAL DEVELOPMENT

Master Plan subject to change. Refer to recorded plot for final dimensions.