



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PLANNING DIVISION
Multi-Government Center • 100 Ribaut Road, Room 115
Post Office Drawer 1228, Beaufort SC 29901-1228
Phone: (843) 255-2140 • FAX: (843) 255-9432

The Beaufort County Planning Commission and the Metropolitan Planning Commission will hold a **joint meeting** on **MONDAY, June 4, 2012, at 6:00 p.m.** in the **County Council Chambers**, County Administration Building, 100 Ribaut Road, Beaufort, SC.

NOTE: *A Beaufort County Planning Commissioners' Workshop will be held in the Planning Office, Room 115, County Administration Building (5:30 to 6:00 p.m.).*

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Comment Period
- IV. **PUBLIC HEARING AND RECOMMENDATION** on a Spanish Moss Trail – Depot Road to Allison Road Project; and Proposed Trail Branding, Amenities, Signage and Standards
- V. Other Business
- VI. Adjournment

Notes:

1. The July 2012 regularly scheduled Beaufort County Planning Commission meeting will be held on **MONDAY, July 2, 2012, at 6:00 p.m.**
2. Call the Beaufort County Planning office at (843) 255-2140 if you desire details on any of the agenda items. The agenda may be viewed:
 - a. At the Planning Office, Room 115, Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC; or
 - b. On the Beaufort County website at <http://www.bcgov.net/County-Council-Calendar.php>.
3. **IF YOU HAVE SPECIAL NEEDS DUE TO A PHYSICAL CHALLENGE**, please call the Planning Office at 843-255-2140 for additional information.
4. **STATEMENT OF MEDIA NOTIFICATION:** "In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

AGREEMENT,
BEAUFORT COUNTY, CITY OF BEAUFORT, FRIENDS OF THE SPANISH MOSS
RAIL TRAIL AND PATH FOUNDATION

This agreement (Agreement) is made and entered into this 8th day of May, 2012, by and between Beaufort County, South Carolina ("County"), the City of Beaufort, South Carolina ("City") the Friends of the Spanish Moss Rail Trail, a South Carolina non-profit corporation ("Friends"), and PATH Foundation, Inc., a Georgia non-profit corporation ("PATH"), collectively the "Parties".

WHEREAS, the County has an easement and intends to construct a recreational trail and greenway from Ribaut Road in Port Royal, South Carolina to the south edge of the Whale Branch River in the County (the "Trail"); and,

WHEREAS, initial portions of the Trail pass through the incorporated area of the City, and the City is supportive of the County's efforts and wishes to cooperate in the development of the Trail; and,

WHEREAS, the Friends have the objective of supporting and facilitating the development of the Trail; and,

WHEREAS, PATH is experienced in the design and construction of recreational trails and PATH has obtained private funding to construct the initial section of the Trail from Allison Road to Depot Road in the City (the "Project"); and

WHEREAS, the Friends have agreed to work with PATH as it designs and constructs the Project and to use the completed Project as a model section for the design and construction of successive sections of the Trail; and,

WHEREAS, both the County and the City have secured grants that will be used to design and construct successive sections of the Trail, and the Parties wish to ensure that the activities and procedures of the privately funded and grant funded sections of the Trail are in harmony; and,

WHEREAS, the Parties agree that this Agreement shall define their respective roles and responsibilities in the design and construction of the Project.

NOW, THEREFORE the Parties hereto agree as follows:

1. Description of the Project

The Project consists of the planning, design, permitting and construction of a recreational trail along a section of the former Port Royal Railroad right-of-way from Allison Road to Depot Road, a distance of approximately 5100 linear feet, all within the City. The plans and engineering design documents, when completed and approved in accordance with

this Agreement, shall be attached hereto as Addendum A and incorporated herein. The Project, when completed and approved by the County, will be the property of the County.

2. Commitment of the Right-of-Way

Pursuant to that certain easement agreement between The County and Beaufort Jasper Water and Sewer Authority ("BJWSA") recorded Records Book ___ at Page ___ in the office of the Register of Deeds of Beaufort County, South Carolina (the "Easement"), the County obtained an easement over the former Port Royal Railroad right-of-way for the construction of the Trail. A copy of the Easement is attached hereto as Exhibit A. The County hereby commits the entire width of the right-of-way to the Project, provided that all reserved rights of BJWSA and all prior easement rights and conditions defined in the Easement are recognized, adhered to, and as required, incorporated into the design and implementation of the Project.

3. Responsibility and Funding for Project Development and Implementation

PATH has secured private funding and PATH shall be responsible for the design, development and construction of the Project. PATH will make a concerted effort to employ local engineers, surveyors, and other consultants during the design process. PATH shall select a design team (the "Design Team"), including, but not limited to a surveyor, landscape architect, engineer (licensed in South Carolina), and construction contractor (licensed in South Carolina), and the Design Team shall be responsible for the following:

- 1) Preparation of a topographic survey of the Project;
- 2) Organization and participation in a public meeting soliciting input and recommendations for the design of the Trail;
- 3) Development and presentation of construction plans for the Project (the "Plans"), to be approved by the Parties;
- 4) Application for required permits (the "Permits");
- 5) Development of branding and specifications for the Trail (the "Design Specifications"), to be approved by the Parties;
- 6) Construction of the Project in accordance with the Plans and Design Specifications, which shall meet the following minimum design standards:
 - a) compliance with The American Association of State Highway and Transportation Officials (AASHTO), Guide for the Development of Bicycle Facilities, 1999 and AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities, 1st Edition, 2004,
 - b) nominal width of twelve (12) feet,
 - c) compliance with the Americans with Disabilities Act,
 - d) constructed with adequate sub grade compaction to minimize cracking and sinking, and sufficient to accommodate appropriate loadings, including emergency vehicles, and
 - e) two percent (2%) cross slope to ensure proper drainage;
- 7) Coordination of required construction inspections; and
- 8) Hiring of consultants as needed to complete the Project.

PATH shall serve as the point of contact on behalf of the Parties for all issues arising during development and construction of the Project. The County, City, and Friends shall work with PATH to complete the Project in a timely fashion by reviewing all submittals, initiating meetings to obtain necessary approvals and consensus, and issuing required permits. The County and City shall make their staffs and existing records, mapping and other resources available to the Design Team, and the County and City shall consult, as needed, with the Design Team.

PATH will make every effort to deliver Plans and Design Specifications to the County, City, and Friends for review and approval on or before September 1, 2012. In the event PATH is unable to obtain the required approvals and permitting to begin construction of the Project on or before November 1, 2012, PATH shall not be required to commit to completion of the Project. In the event the Parties have not reached final approval regarding location of the Trail on or before November 1, 2012, PATH shall not be required to commit to completion of the Project.

4. Approval of Project Plans and Design Specifications

PATH will establish an approval team (the "Approval Team"), including but not limited to the following: (a) a representative from the planning and engineering staff of the County, (b) a representative from the planning and public works staff of the City, (c) a representative from the planning and engineering staff of the Town of Port Royal (the "Town"), and (d) a representative from the Friends. The Approval Team shall review the Plans and Design Specifications prepared by PATH and provide recommended revisions to the Plans and Design Specifications to PATH. The final Plans and Design Specifications approved by the Approval Team shall be submitted to the Beaufort County Planning Commission for recommendation of adoption and approval by Beaufort County Council.

The Parties understand and agree that the Plans and Design Specifications developed in the Project will serve as the base design for successive sections of the Trail.

5. Selection of Construction Contractor

The Project construction contractor ("Contractor") and the Project engineer ("Engineer") shall be licensed in South Carolina and they shall be selected by PATH. The Contractor and Engineer shall be members of the Design Team. PATH, because of the use of private funding, is under no obligation to utilize government procurement procedures. A bid bond may be required of the Contractor, in PATH's discretion, but a performance bond shall be required of the Contractor, in favor of both PATH and the County. Following the selection of the Contractor, PATH shall coordinate a pre-construction conference between PATH, the Design Team, and the Approval Team. Following this conference, a notice to proceed shall be issued by the County. The Contractor shall be required to acquire and maintain liability, worker's compensation, and other usual and customary insurances required by the County in its construction contracts sufficient, in the opinion of the Parties, to address any eventualities that may arise.

6. Administration of the Construction Contract, Inspections

While administration of the construction contract shall be the responsibility of PATH, the inspection of the construction work shall be a joint effort of the Friends, the County and the City, to be coordinated by the Engineer. The design documents shall specify the details and quality of the construction and the construction contract shall specify the timetable for construction activities. Each of the governmental Parties shall designate one individual from their staff to be responsible for participation in an inspection team (the "Inspection Team") and it will be the responsibility of those individuals to satisfy themselves that the construction is meeting the needs and expectations of each of the governmental Parties. In the event of a dispute between the members of the Inspection Team, the final decision shall be made by the County, in consultation with Friends and PATH.

7. Responsibility and Procedure for Payment of Contractors

PATH shall process and pay properly submitted payment requests and obtain lien waivers on a timely basis so as to avoid any mechanic's or materialmen's liens attaching to the property.

8. Responsibility for Development and Implementation of Successive Sections of the Trail

The Friends shall be responsible for the design, development and construction of successive sections of the Trail funded through their efforts, and the Friends shall select surveyors, architects, engineers, and consultants to complete construction of those sections of the Trail. The County and City shall work with the Friends to complete construction of those portions of the Trail in a timely fashion by reviewing all submittals, initiating meetings to obtain necessary approvals and consensus, and issuing required permits. The County and City shall make their staffs and existing records, mapping and other resources available to the Friends, and the County and City shall consult, as needed, with the Friends.

PATH shall mentor Friends and provide guidance and assistance as needed to enable Friends to develop and implement successive sections of the Trail.

9. Funding for Development and Implementation of Successive Sections of the Trail

The Friends shall act as a conduit for private funding of the successive sections of the Trail either solely or in conjunction with PATH. The County and the City hereby commit secured grants and future grants to be used to design and construct successive sections of the Trail. The County, Town and City agree to continue using their best efforts to provide and/or obtain funding to finish construction of the remaining sections of the Trail, including obtaining and assisting with the Friends' efforts to obtain matching funds for such challenge grants as they or PATH may be able to obtain. The Parties shall work together to ensure that

the activities and procedures of the privately funded and grant funded sections of the Trail are in harmony.

10. Acceptance of the Trail Upon Completion

Upon completion of the Project, the improvements in the completed section of the Trail in its as is, where is condition, shall be transferred to the County utilizing whatever documentation the County reasonably determines to be necessary.

11. Responsibility for Maintenance of the Trail


Notwithstanding the obligations of the County under the Easement, maintenance of the Trail, including the completed Project, within its jurisdictional boundaries, shall be the responsibility of the City. The Friends agree to assist the City in the maintenance of the Trail, including the completed Project, through the sponsorship and conduct of volunteer work days on a periodic basis. As the Trail will have overarching regional appeal, and will be utilized by citizens of Beaufort of unincorporated County, as well as the residents of the City of Beaufort. The County agrees to assist the City with the maintenance of the Trail including the completed Project, at a mutually agreed upon level, to include funding, the loan of specialty equipment and/or personnel as required.

12. Miscellaneous

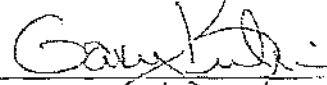
The Parties acknowledge that completion of the Project will be the first of what will be many sections of the Trail to be constructed and maintained. A long term comprehensive agreement will be needed between the County, City, Town, Friends, and BJWSA to construct and maintain the entire Trail.

SIGNATURES ON FOLLOWING PAGE(S).

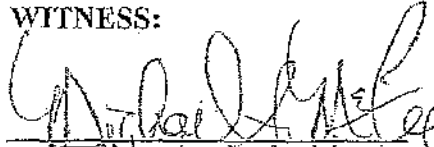
WITNESS:


Name: Joshua Crider

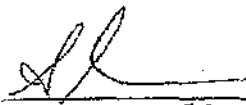
BEAUFORT COUNTY

By: 
Name: GARY KUBI
Title: ADMINISTRATOR

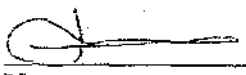
WITNESS:


Name: Michael A. McFee

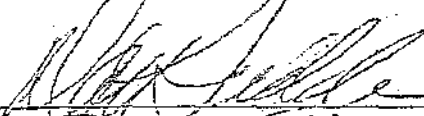
CITY OF BEAUFORT

By: 
Name: SCOTT F. DADDS
Title: CITY MANAGER

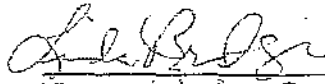
WITNESS:


Name: Mark R. Smith

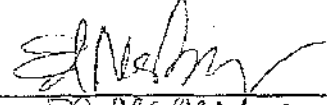
FRIENDS OF SPANISH MOSS TRAIL

By: 
Name: DAVID TEDDER
Title: DIRECTOR

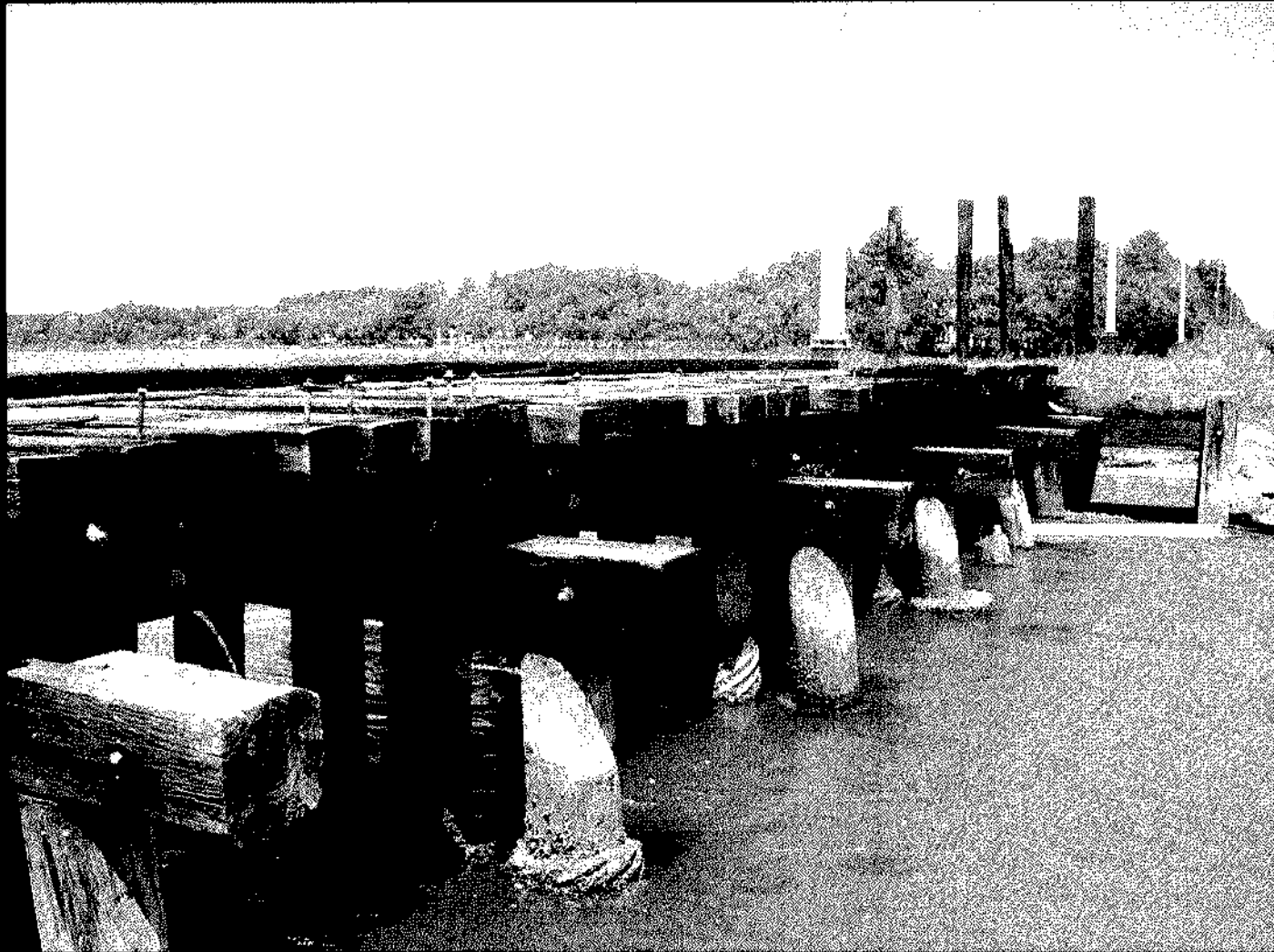
WITNESS:

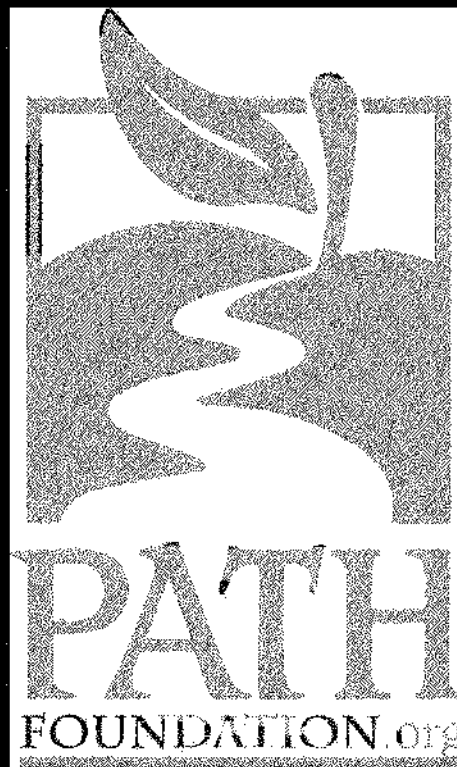

Name: Linda Bridges

PATH FOUNDATION, INC.

By: 
Name: ED MCNAMEE
Title: EX DIRECTOR

Spanish Moss Trail



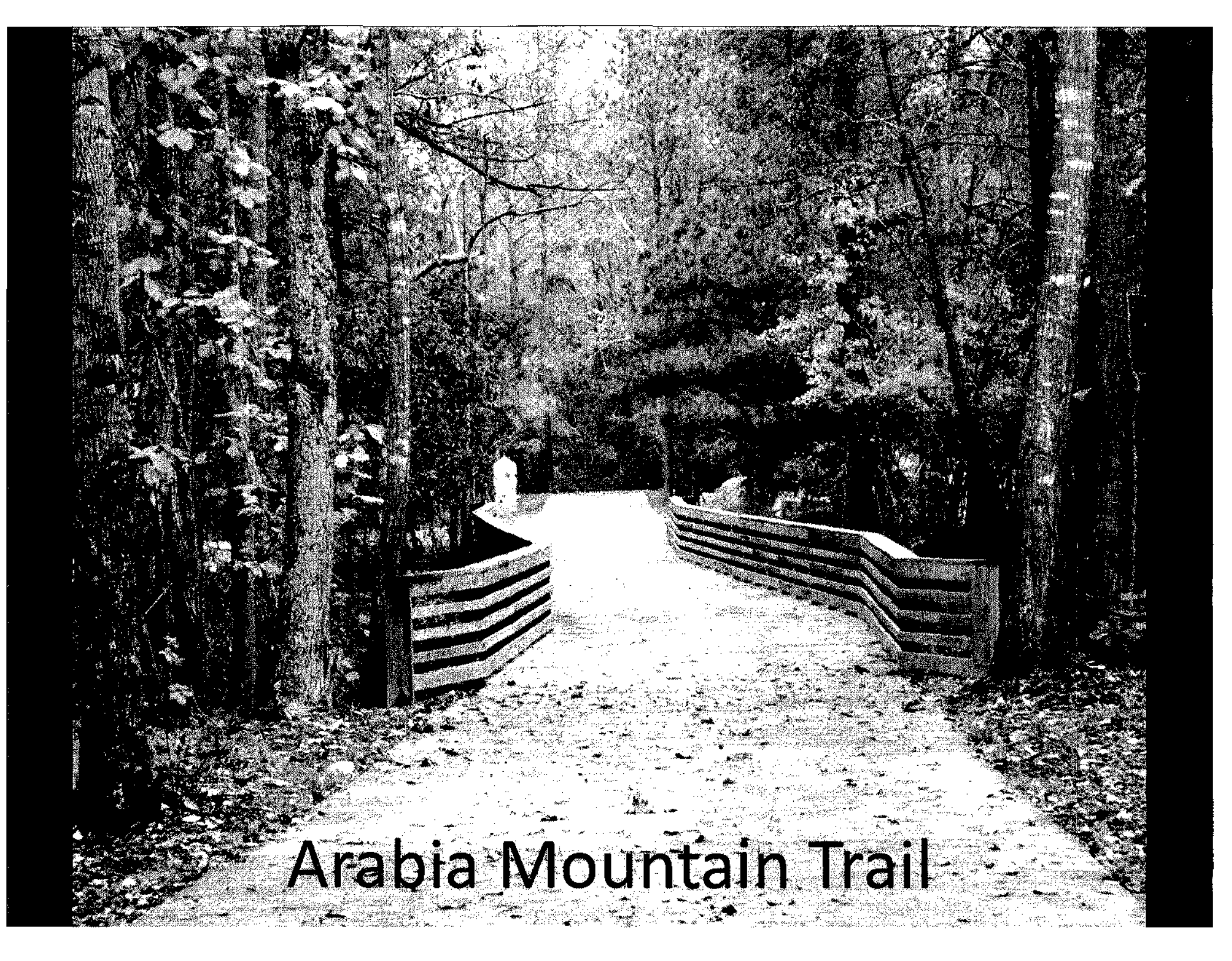


Ed McBrayer, Executive Director
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Fax (404) 875-3242
edwin@pathfoundation.org
www.pathfoundation.org

20 YEARS AT PATH

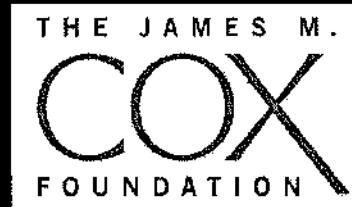
- Built over 170 miles of greenway trails
- Raised over \$35 million from private sector for trail development
- Caused \$75 million to be allocated from public sector for trails





Arabia Mountain Trail





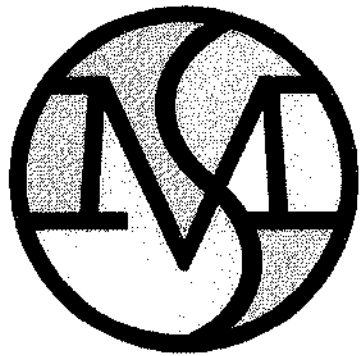
James M. Cox Foundation \$1,167,960
Grant

for the Spanish Moss Trail

\$100,000.00 for planning and design of the trail

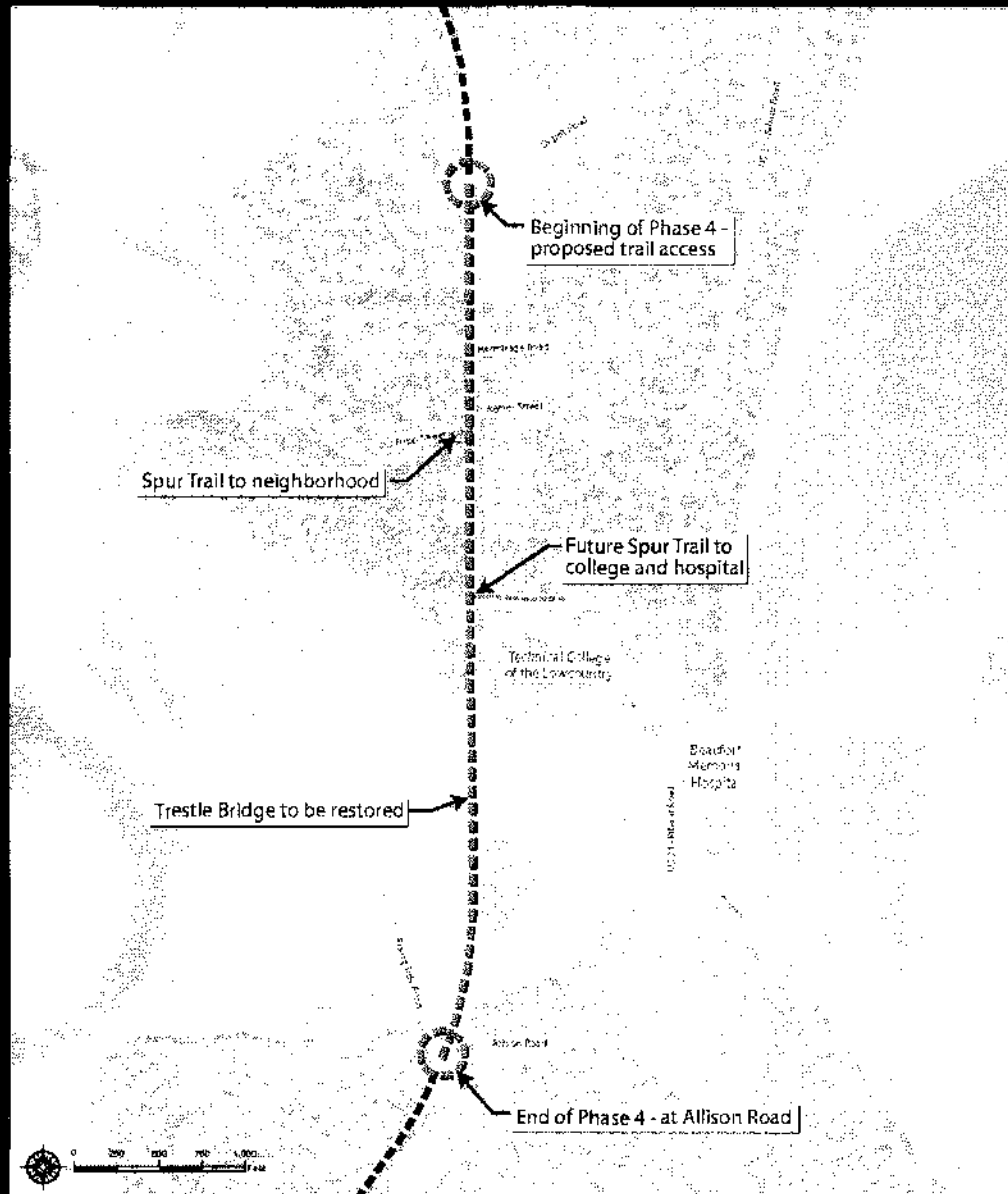
\$497,960.00 for construction of trail from Allison Road to
Depot Road (*contingent upon construction by Nov. 1st*)

\$600,000.00 for a challenge grant to be matched 1:1 for
construction of the trail from Laurel Bay Road to
Clarendon Road (*contingent upon match by Dec. 31,
2012*)

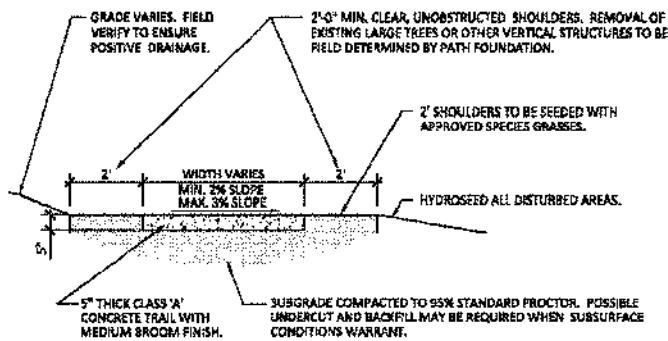


SPANISH MOSS TRAIL

Depot Rd. to Allison Rd. – SMT Phase 4



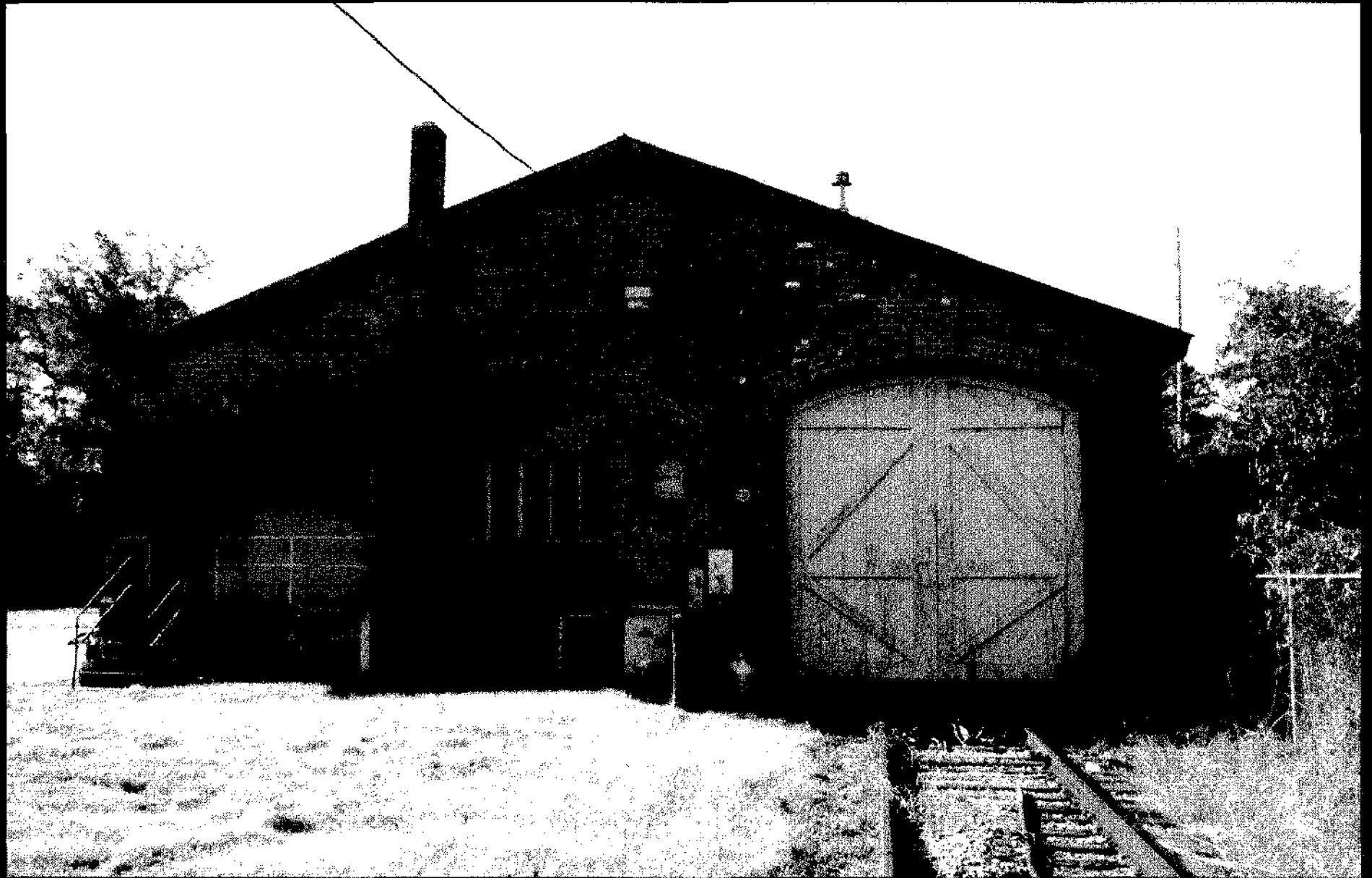
Depot Rd. to Allison Rd. – SMT Phase 4



PATH TRAIL TYPICAL SECTION

SCALE: 1/2" = 1'-0"

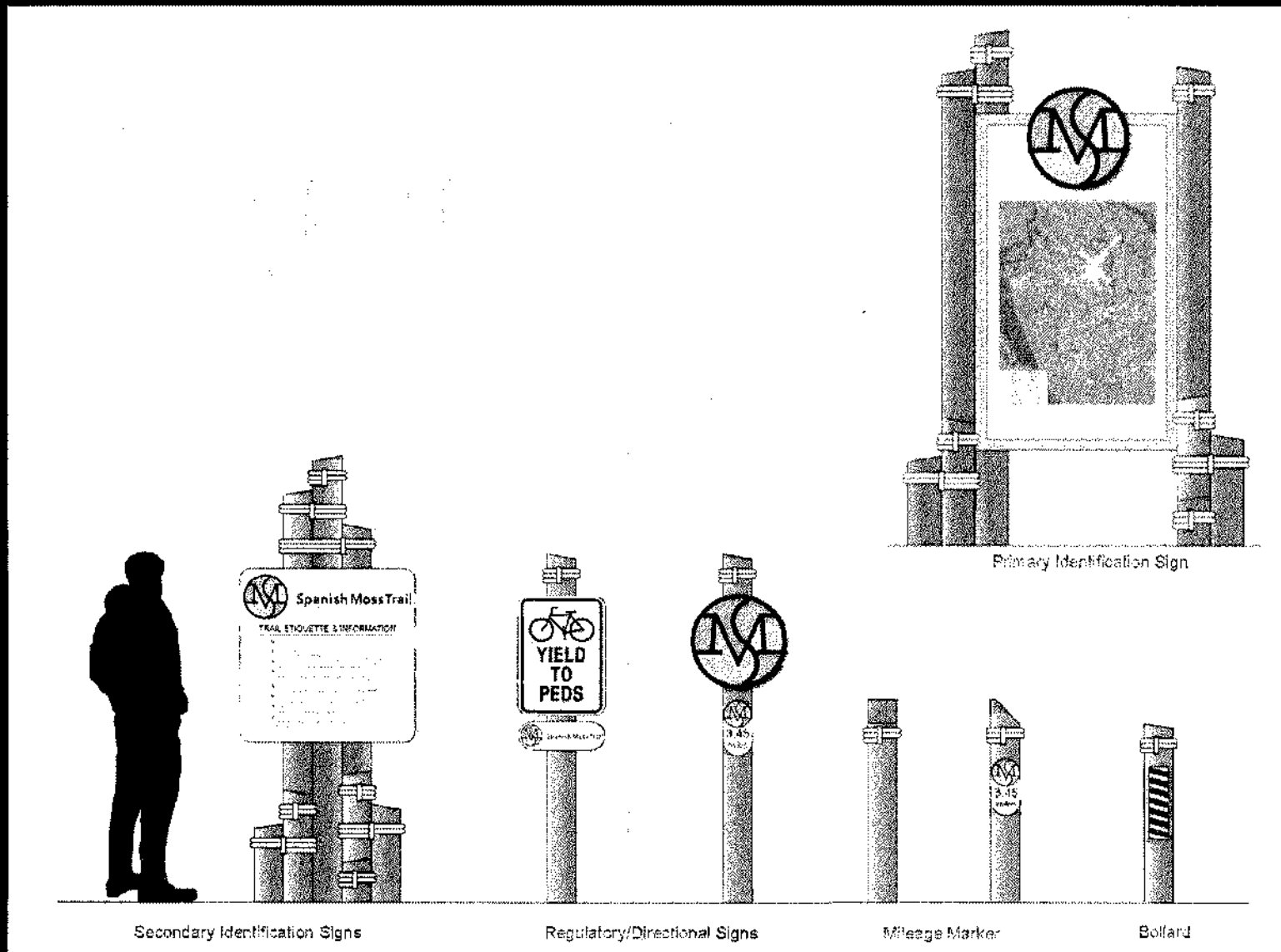
Spanish Moss Trail – Depot Road



Spanish Moss Trail – Depot Road



Spanish Moss Trail Signage



Primary Identification Sign

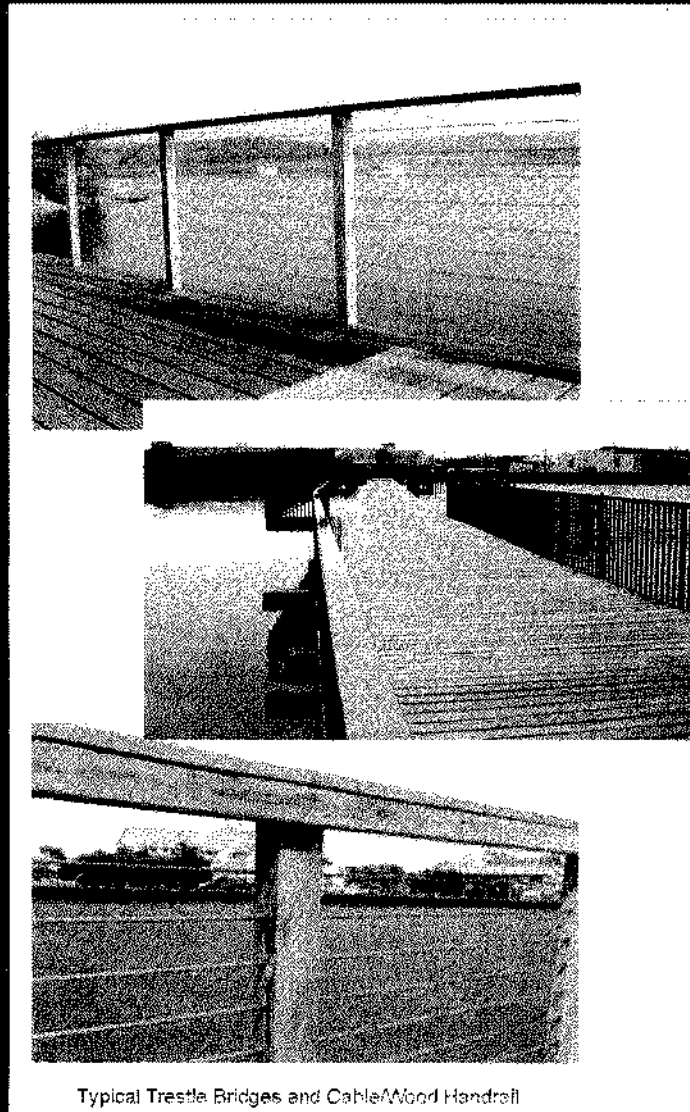
Secondary Identification Signs

Regulatory/Directional Signs

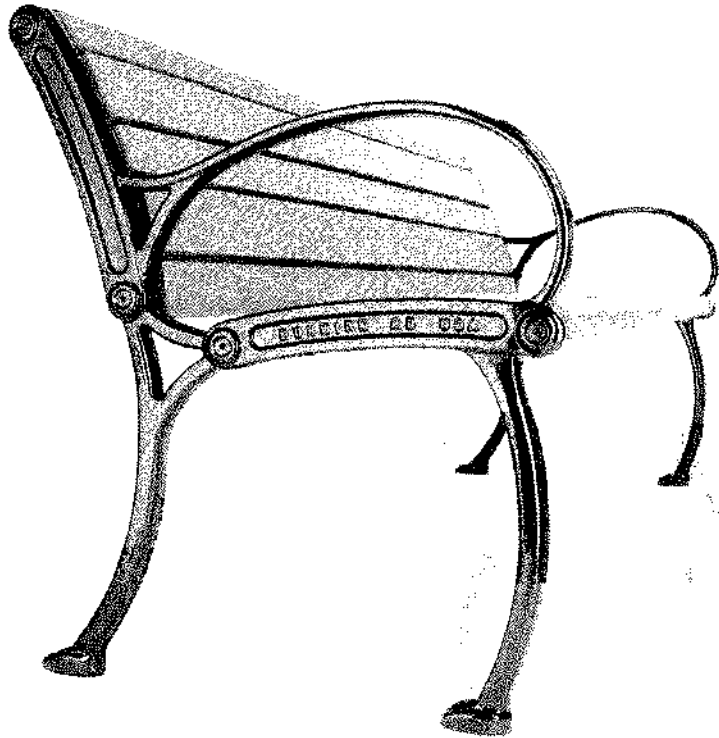
Mileage Marker

Bollard

Spanish Moss Trail Standards



Spanish Moss Trail Amenities



Farmers Modern Series

by Victor Stanley

model #FB-324 Fullback Bench

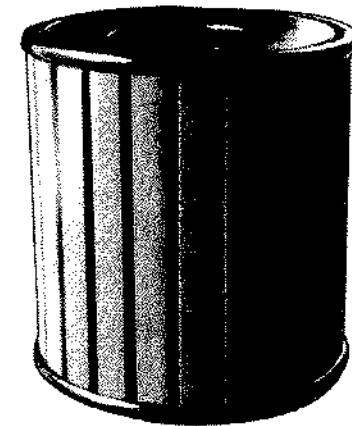
Description: 6-foot, center cast legs with surface mount, Ipe wood slats for seat and back.

GreenSites Series

by Victor Stanley

model #RTH-36

Description: 36-gallon capacity, solid vertical side slats, standard tapered form lid, black plastic liner, available with dome lid or convex lid with self-closing door. Available with recycling option.



Cycle Sentry Series

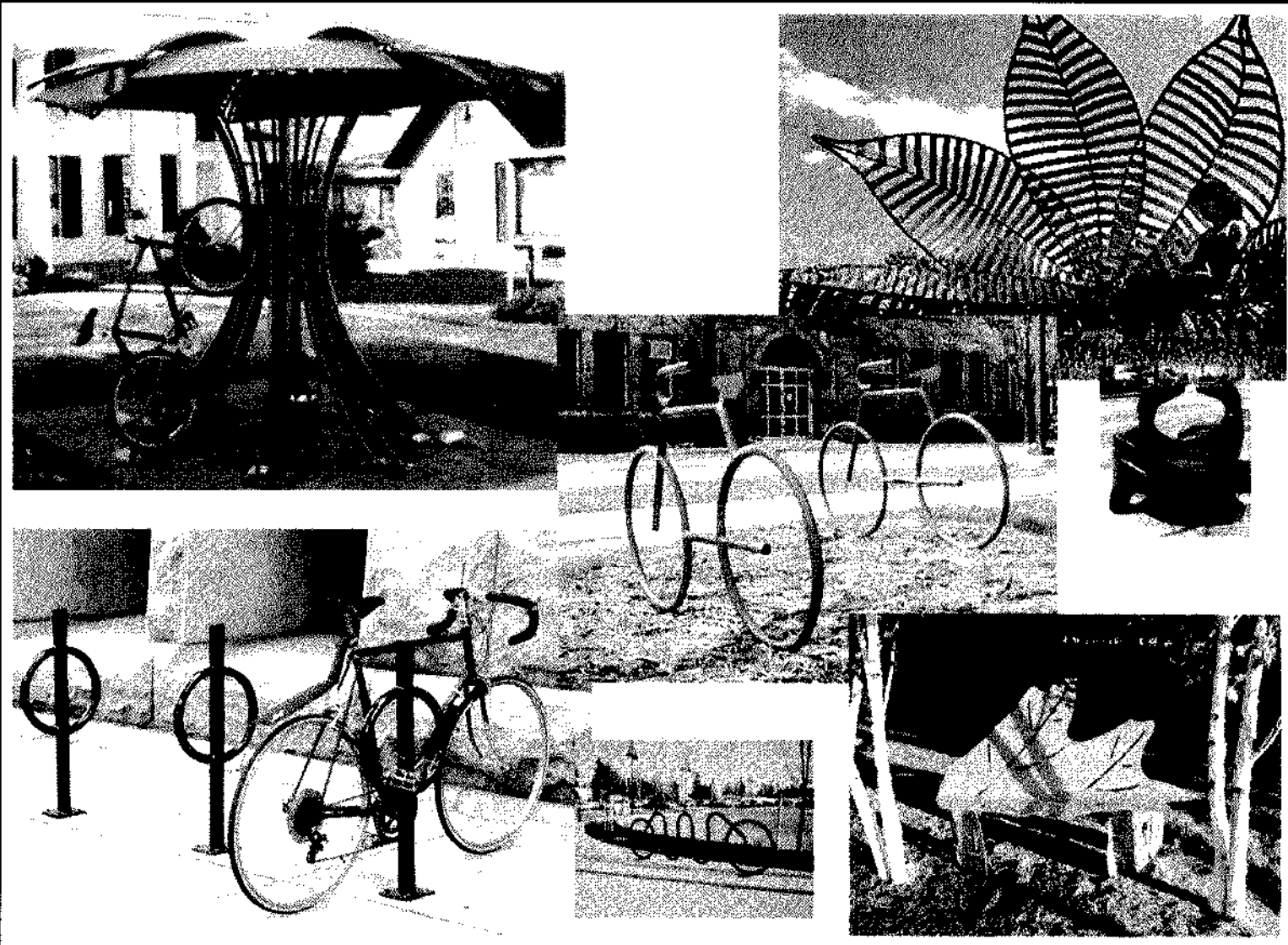
by Victor Stanley

model #BRWS-101

Description: 2 bike capacity, tubular steel single arc, in-ground or surface mount, powder-coated black.



Public Art Opportunities



Spanish Moss Trail Standards



Trail and Road Intersection Details



Pocket Park Rest Areas



Spanish Moss Trail Phase 4 – Timeline

Meeting Presentations

Friday, May 18th – 9:30 a.m. Northern Implementation Commission Meeting

Tuesday, May 22th – 7:00 p.m. City Council meeting

Monday, June 4th – 6:00 p.m. Joint Planning Commission Meeting/Public Meeting

Tuesday, June 5th - City of Beaufort Pre-Application Meeting

Thursday June 7th – 5:00 p.m. City of Beaufort Redevelopment Commission

Design for Construction

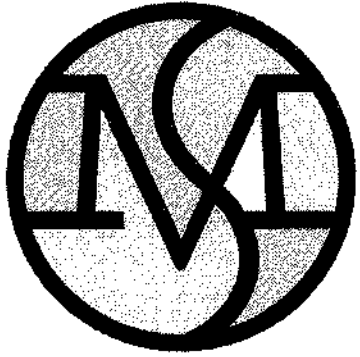
May 11, 2012 – June 29, 2012

Permitting

May 28, 2012 – August 31, 2012

Construction

September 4, 2012 – October 31, 2012



SPANISH MOSS TRAIL

Friends of Spanish Moss Trail

Dean Moss

(843) 263-1922

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Ed McBrayer, Executive Director

PATH Foundation

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Greta deMayo and Wendell York

KAIZENCOLLABORATIVE

(404) 626-3519 / (404) 316-3279

greta.demayo@kaizencollaborative.com