Lowcountry Council of Governments



Phone (843) 726-5536 Fax (843) 726-5165 Email: <u>office@lowcountrycog.org</u> Website: www.lowcountrycog. PO Box 98 Yemassee, SC 29945-0098 Delivery Address: 634 Campground Rd. Office at Point South: 1-95 Exit 33 at US Hwy. 17

AGENDA Revised

LOWCOUNTRY COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS MEETING LOWCOUNTRY REGIONAL DEVELOPMENT CORPORATION SPECIAL MEETING THURSDAY, AUGUST 27, 2015 6:30 P.M. POINT SOUTH, SOUTH CAROLINA

Fellowship will begin at 6:00 p.m

L Call to Order

Action

- 1.1. Pledge of Allegiance
- 1.2. Invocation
- 1.3. Introduction of Guests and Staff
- 1.4. Approval of June 25, 2015 Minutes [attachment]
 - 1.5. Proxies
 - 1.6. Installation of 2015-2016 Officers and Executive Committee Members Chairman Shaffer
 - Officers

Chairman – Tommy Mann, Colleton County Vice Chair – Gerald Dawson, Beaufort County Secretary – Henry Etheridge, Jasper County Treasurer – Pete Hagood, Hampton County Executive Committee Members Brian Flewelling, Beaufort County Nat Shaffer, Hampton County Gwen Smith, Jasper County Gene Whetsell, Colleton County

- 1.7. Presentation of Chairman's Plaque Chairman Mann Chairman Mann will present the outgoing Chairman's plaque to Nat Shaffer
- 1.8. Welcome New Board Member Michael Sweeney, Hardeeville City Council
- 1.9. Presentation to Retiring Board Member Carolyn Kassel
- 2. Presentation

2.1. Dr. Richard Gough, President, Technical College of the Lowcountry

- 3. New Business
 - 3.1. Lowcountry Regional Development Corporation (LRDC) Resolution-- Sabrena Graham [attachment] A resolution has been approved by the LRDC Executive Committee to make application to the South Carolina State Housing Finance and Development Authority Housing Trust Fund for Nonprofit Designation

 Action
 3.2. Lowcountry Regional Development Corporation (LRDC) Special Meeting: Amendment to the LRDC By-laws - Sabrena Graham [attachment] LRDC Board to consider a revision to strengthen the housing statement "to promote and assist in the development and preservation of residential housing in the Lowcountry Region; to provide safe, sanitary, and affordable housing to low and moderate income families..." Revised

Action 3.3. Lowcountry Regional Development Corporation (LRDC) Resolution - Sabrena Graham [attachment] Added LRDC Board to consider a resolution authorizing the Executive Director to sign the contract, deed and closing documents for sale of the "Year-round Pool" property, Lot E-1 of Hardeeville Industrial Park, Jasper County, South Carolina

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REVISED AGENDA - Continued BOARD OF DIRECTORS MEETING LOWCOUNTRY REGIONAL DEVELOPMENT CORPORATION MEETING THURSDAY, AUGUST 27, 2015 6:30 P.M. POINT SOUTH, SOUTH CAROLINA

- 4. Reports
 - 4.1. Finance Report for July 2015 Sherry Smith [attachment]
 - 4.2. Aging & Disability Resource Center Report Hank Amundson
 - 4.3. Community and Economic Development Report-Michelle Knight [attachment]
 - 4.4. Director's Report Sabrena Graham
 - 4.5. 208 Report- For Information [attachment]
 - 4.6. Regional Unemployment Chart-For Information [attachment]
- 5. Council Time
- Action 6. Adjourn
 - 7. Caucus

Beaufort County to select a representative to serve on the Transportation Committee

LOWCOUNTRY COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS MEETING June 25, 2015 6:30 p.m.

MINUTES

PRESENT	2	

ABSENT:

BEAUFORT COUNTY:	Gerald Dawson Brian Flewelling Herbert Glaze Mary Beth Heyward Alice Howard Bill McBride Jerry Stewart Lisa Sulka	Phil Cromer [proxy to A. Howard] Marc Grant Joseph McDomick
COLLETON COUNTY:	Esther S. Black Joseph Flowers Tommy Mann Gene Whetsell	Bobby Bonds [proxy to G. Whetsel] Jane Darby Evon Robinson
HAMPTON COUNTY:	Frankie Bennett Pete Hagood Travis Mixson Buddy Phillips Nat Shaffer	
JASPER COUNTY:	Henry Etheridge Henry Lawton, Sr. Gwen Johnson Smith	Joey Malphrus [proxy to Chair]

- GUESTS: Brad Samuel, SCANA Corporation; Joy Riley and John Boyleston SCDOT; Jan Samuel
- STAFF: Hank Amundson, Sabrena Graham, Michelle Knight, Ginnie Kozak, Connie Schroyer, Jonathan Sherwood, Sherry Smith
- 1. Call to Order Chairman Shaffer called the meeting to order at 6:30 p.m.
 - 1.1. Pledge of Allegiance
 - Chairman Shaffer led the Pledge of Allegiance
 - 1.2. Invocation

- Led by Tommy Mann followed by a moment of silence in memory of Senator Pinckney and the victims of the Charleston shooting.
- 1.3. Introduction of Guests and Staff
- 1.4. Approval of May 28, 2015 Minutes
 - MOVED by Henry Lawton, seconded by Brian Flewelling to approve minutes as presented. Motion carried unanimously.
- 1.5. Proxies
 - Bobby Bonds to Gene Whetsell, Joey Malphrus to Chairman Shaffer, Phil Cromer to Alice Howard. The meeting proceeded after determining a quorum was present.

2. Presentations

- 2.1. Beaufort Area Joint Land Use Study (JLUS)
 - Ginnie Kozak reported that the second Beaufort Area JLUS study has just been completed. As part of the study, the Dept. of Defense Office of Economic Adjustment (OEA), Beaufort County, the City of Beaufort and the Town of Port Royal worked to develop strategies to manage growth and prevent the encroachment of future development around MCAS Beaufort and the MCRD Parris Island.
 - The OEA has nominated LCOG to implement the recommendations of the study. 90% of the funding will be provided by the OEA, the 10% match will be funded by Beaufort County, Beaufort and Port Royal.
 - Beaufort County, Beaufort and Port Royal have all passed resolutions supporting the objectives of the 2015 JLUS studies.
 - Contact Ms. Kozak if interested in viewing the complete JLUS study
- 2.2. Hurricane Season
 - Brad Samuel distributed an SCEG press release providing links to social media channels and outage map. These links are available for up-to-date communication during the 2015 hurricane season.
 - The outage map also shows estimated restoration times as well as the cause of the outage and is updated every 15 minutes.
 - The press release has already been provided to county emergency operation centers.
- 2.3. SCDOT Project Progress Report
 - Copies of the Project Status Report for the Lowcountry were distributed. Joy Riley
 reviewed the status of the road and bridge projects notated in the report.
 - For fiscal year 2015, Legislators apportioned \$226M to the state's County Transportation Committees (CTC). This is about four times the usual funding for work such as C-projects and the resurfacing and repair of county maintained roads.
 - Ms. Riley will share Project Status Reports with the board quarterly.
- 3. <u>Resolution</u>
 - 3.1. Resolution No. 2015/02: A Resolution of the Board of Directors of the Lowcountry Council of Governments in Support of Marine Corps Air Station Beaufort and Marine Corps Recruit Depot Parris Island and Implementation of the Recommendations of the 2015 Joint Land Use Study
 - MOVED by Joe Flowers, seconded by Brian Flewelling to adopt the resolution. Motion carried unanimously.
- 4. Unfinished Business
 - There was no unfinished business.
- 5. New Business
 - 5.1. FY2015-2016 Agency Budget
 - Sabrena Graham reviewed the budget summary for FY2015-2016. Advanced copies of the summary and operating budget documents were distributed in the meeting packet.
 - The combined budget of all departments is balanced at \$6,420,918. This is a decrease of \$513,697 from the prior year.
 - LCOG Membership fees have not increased in 20 years. A fee increase is not proposed for next year but may be worth considering in the future.
 - There is a 2% cost of living increase proposed.

- MOVED by Brian Flewelling, seconded by Pete Hagood to adopt the FY2015-2016 Budget. Motion carried unanimously.
- 5.2. Election of Board Officers
 - The Nominating Committee recommended a slate of officers for the upcoming year.
 - <u>Chair</u> Tommy Mann <u>Vice Chair</u> Gerald Dawson <u>Secretary</u> Henry Etheridge
 - Treasurer Pete Hagood
 - MOVED by Joe Flowers, seconded by Herbert Glaze to accept the slate of officers for FY2015-2016. Motion carried unanimously

6. <u>Reports</u>

1. 1.

6.1. May Finance Report

- Sherry Smith reviewed the Statement of Revenues and Expenditures for the period ending May 2015. Advanced copies of the report were distributed in meeting packets.
- Revenues over expenditures were \$63,942 representing 94% of the revised budget. This is within the normal range in the 11th month of the budget year.
- 6.2. Community and Economic Development (C & ED) Report
 - Copies of the C & ED Report were distributed in meeting packets and submitted as written. Michelle Knight explained that closed projects remain on the report until a final close-out letter is received. The EDA program requires several years of tracking beyond finished projects.
 - Award announcement of CDBG funds is anticipated in the next several weeks.
 - The Department of Commerce has asked for state-wide public input on the upcoming Five Year Consolidated Plan for Housing and Community Development. There will be a Lowcountry Focus Group Meeting on July 31, 2015 at the Palmetto Electric Cooperative in Ridgeland to gather input. Invitations to local government officials and other relevant entities will be sent in mid-July. The Department of Commerce will also be emailing surveys for input.

6.3. 208 Report

- Copies of the 208 Report were distributed in meeting packets for information. The Lowcountry Labor Force and Employment Report for May 2015 was also distributed.

6.4. Directors Report

- Sabrena Graham reported attendance of two training conferences for new directors.
- She and staff attended several community meetings to speak about the available LCOG services.
- Encouraged support and attendance of the Focus Group Meeting to ensure that the needs and wishes of the Lowcountry region are included in the state's planning process.

7. Council Time

- Everyone is invited to the Hampton County Watermelon Festival taking place this week.
- Buddy Phillips was recently elected as the Chairman of the SouthernCarolina Alliance Board of Directors.
- 8. Adjourn
 - By consensus, the meeting adjourned at 7:20 p.m.
- 9. <u>Caucuses</u>

Members caucused by county to select an At-Large Executive Committee member and one member to attend the NADO Annual Training Conference in October.

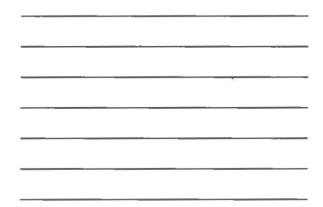
Beaufort County Colleton County Hampton County Jasper County Executive Committee Brian Flewelling Gene Whetsell Nat Shaffer Gwen Smith NADO Conference Bill McBride Esther Black Pete Hagood Henry Etheridge 10

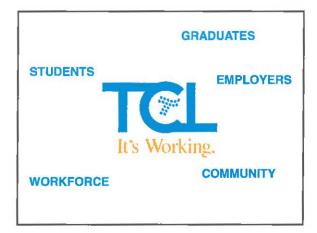
Copies of the agenda and supporting documents were distributed prior to the meeting. A notice of the meeting was posted on the LCOG bulletin board at least twenty-four hours prior to the meeting.

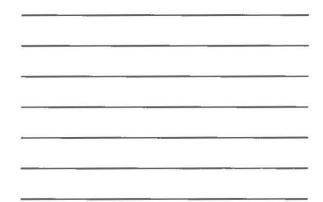
Respectfully submitted,

Connie Schroyer Executive Assistant

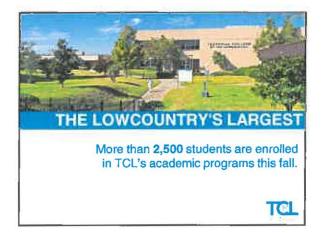
























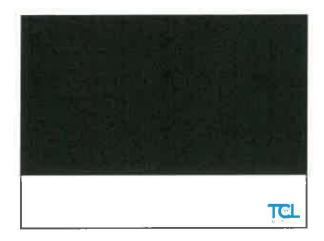
MOST AFFORDABLE

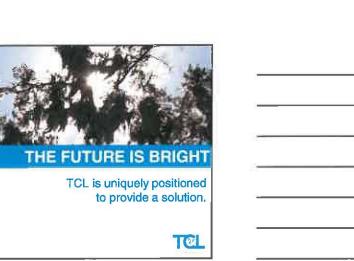
With S.C. Lottery Tuition Assistance, Tuition & Fees are \$890 a semester.

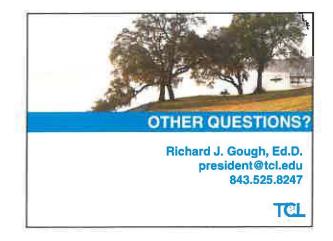
With other financial aid, our full-time students' average out-of-pocket expense is \$98 a semester















MEMORANDUM

TO:LCOG Board of DirectorsFROM:Barbara A. Johnson, Affordable Housing ManagerDATE:August 7, 2015RE:SC Housing Trust Fund – Nonprofit Certification (informational memo)

LCOG's C&ED Department is seeking ways to offset the required local match for the Beaufort County/Lowcountry Regional HOME Consortium. Initially our local match was set at 12.5% of HOME funds but has since increased to 25%. In an effort to not have to request additional local match funds from our counties we would like to apply for nonprofit certification for the Lowcountry Regional Development Corporation through the SC Housing Trust Fund to have access to their funds for housing rehab and emergency repairs. These funds can be used as local match for the HOME Program.

The LRDC Board has passed a resolution to adopt a "No Profit" provision, as required by SC Housing Trust Fund, to include the following:

NO PROFIT STATEMENT: "No employee, agent, consultant, Board member or officer of [the organization] may obtain a financial interest or benefit from [the organization]'s operation of any South Carolina State Housing Finance and Development Authority program, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder during one's tenure, or for one year thereafter. Nor shall an immediate family member or business associate of an employee, agent, consultant, Board member or officer, or any organization which employs or is about to employ such employee, agent, consultant, Board member or officer, obtain a financial interest or benefit from the transaction or contract of [the organization] related to participation in any South Carolina State Housing Finance and Development Authority program."



MEMORANDUM (Revised)

TO:	LRDC Board of Directors
FROM:	Michelle Knight, Recording Secretary
DATE:	August 17, 2015
RE:	By-Laws Amendment Request

LCOG's C&ED Department is seeking ways to offset the required local match for the Beaufort County/Lowcountry Regional HOME Consortium. Initially our local match was set at 12.5% of HOME funds but has since increased to 25%. In an effort to not have to request additional local match funds from our counties we would like to apply for nonprofit certification for the Lowcountry Regional Development Corporation through the SC Housing Trust Fund to have access to their funds for housing rehab and emergency repairs. These funds can be used as local match for the HOME Program.

In order to strengthen our By-Laws in relation to pursuing housing activities under the arm of the LRDC, we are asking the LRDC Board to consider the below revision to strengthen the housing statement in the By-Laws:

HOUSING STATEMENT: Page 1 of By-Laws line 5 & 6 now reads: to promote and assist in the development of residential housing in the Lowcountry Region; and we would like it to read: to promote and assist in the development and **preservation** of residential housing in the Lowcountry Region; to provide safe, sanitary, and affordable housing to low and moderate income families; and to engage in those activities which are in furtherance of, or related to, the purpose herein stated.

As information we are providing a revised copy with highlighted changes to the affected paragraph of the By-Laws as a reference.

Attachments (1)

BY-LAWS

OF THE

LOWCOUNTRY REGIONAL DEVELOPMENT CORPORATION

ARTICLE 1

Purpose

The Lowcountry Regional Development Corporation (hereinafter shall be referenced to as the "Corporation") is a certified development corporation duly organized and incorporated in the State of South Carolina, whose purpose is: to further economic development in the Lowcountry Region (herein described as Beaufort, Colleton, Hampton and Jasper); to promote and assist in the growth and development of business concerns, including small business concerns within the Lowcountry Region; to assist in the development and preservation of residential housing in the Lowcountry Region; to provide safe, sanitary, and affordable housing to low and moderate income families; and to engage in those activities which are in furtherance of, or related to, the purpose herein stated. The principal objective of the Corporation shall be to benefit the region economically by fostering increased employment opportunities and expansion of business and industry, thereby lessening the burdens of government and combating community deterioration. Any monetary profits or other benefits which flow to members of the corporation shall be incidental to the Corporation's function. IN the event of dissolution or liquidation of the Corporation, its assets will be distributed for one or more charitable purposes or to the federal, state or local governments.

STATE OF SOUTH CAROLINA)	RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOWCOUNTRY
COUNTY OF JASPER)	REGIONAL DEVELOPMENT CORPORATION

WHEREAS, Lowcountry Regional Development Corporation (the "Corporation") owns real property and improvements thereon in Jasper County, South Carolina, in or about the Town of Hardeeville, which is more fully described in the attached contract;

WHEREAS, the Corporation has leased said property to Year Round Pool Co., Inc., and wishes to end said lease and convey the property to F & D, LLC or Year Round Pool Co., Inc., pursuant to certain terms and conditions as laid out in a contract attached hereto; and

WHEREAS, the Corporation has been asked to provide additional assurances of its authority to enter into the contract and to perform the tasks laid out therein;

NOW THEREFORE, BE IT RESOLVED, that the Corporation be and it is hereby authorized, empowered and directed to enter into, execute and deliver the Contract between the Corporation and F & D, LLC or Year Round Pool Co., Inc., and to perform the Corporation's obligations laid out therein and to consummate the transfer of property described in said contract;

BE IT FURTHER RESOLVED, that the officers of the Corporation be and it is hereby authorized, empowered, and directed its Executive Director SABRENA GRAHAM, to execute such contracts, agreements, amendments, deeds, closing documents, affidavits, title insurance forms or other documents that may be required of the corporation to sell and convey property in Hardeeville, South Carolina, leased to F & D, LLC or Year Round Pool Co., Inc., and to terminate/modify the existing lease; and

BE IT FURTHER RESOLVED, that the said SABRENA GRAHAM be and is hereby authorized, empowered, and directed to take such further action on behalf of the Corporation as she deems necessary to effectuate the foregoing.

AND IT IS SO RESOLVED

I, the undersigned Chairman of Lowcountry Regional Development Corporation (the "Corporation"), *DO HEREBY CERTIFY* that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by the Corporation at a duly called and noticed meeting held on August_____, 2015, at which a quorum was present and voting.

WITNESS MY HAND this _____ day of August, 2015.

Thomas Mann, Chairman Lowcountry Regional Development Corporation

Attest:

Henry Etheridge, Secretary Lowcountry Regional Development Corporation This document was prepared by McNair Law Firm, P.A. (SFR) 4 Clarks Summit Drive, Suite 200 Bluffton, SC 29910 (843) 815-2171

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made this ______ day of ______, 2015 by and between **F&D**, **LLC**, a South Carolina limited liability company, whose address is 386 Buck Island Road, Bluffton, SC 29910 ("Purchaser") and **Lowcountry Regional Development Corporation**, whose address is c/o Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945 ("Seller").

In consideration of the mutual promises contained in this Contract, Purchaser agrees to purchase and Seller agrees to sell, upon all the terms and conditions hereafter set forth, the property described hereafter:

1. <u>PROPERTY DESCRIPTION</u>. The real property which is the subject of this Contract is that lot or parcel of land, with all improvements thereon, and any interests appurtenant thereto, situated in Jasper County, South Carolina and being described as follows:

Lot E-1, of Hardeeville Industrial Park (also known as 26 Industrial Park Drive, Hardeeville, South Carolina 29927) (the "Property")

2. <u>PURCHASE PRICE</u>. The total Purchase Price for the Property is ONE HUNDRED THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$134,000.00) ("Purchase Price") to be paid by Purchaser in cash or collected funds, due and payable at Closing (as hereafter defined). Purchaser reserves the right to obtain financing for the purchase of the Property.

3. <u>LEASE TERMINATION</u>. Upon Closing, Seller and Year Round Pool Co., Inc. shall terminate the existing lease for the Property ("Lease") and release Year Round Pool Co., Inc. from any further obligations by a form provided by Purchaser. Seller shall accept the above Purchase Price from Purchaser in full settlement of any obligations of Year Round Pool Co., Inc. related to the Lease of the Property, and Year Round Pool Co., Inc. joins in the execution of this Contract to acknowledge this provision. Purchaser and Seller represent and warrant that, upon the Closing, the parties are current on their obligations under the Lease, as amended. By executing this Contract and completing the Closing, Seller is waiving rights which Seller may claim under the Lease. If the Closing is not completed through no fault of Seller, Seller reserves all rights Seller has under the Lease.

4. <u>FURNISHINGS, SYSTEMS</u>. That which is to be conveyed to Purchaser pursuant to this Contract includes all heating and air conditioning systems, all fixtures attached to the Property, all plumbing and other equipment attached to the Property.

5. <u>CONDITION OF PROPERTY</u>. Purchaser has fully examined and inspected the Property and agrees to purchase the Property "as is" except for any repairs required by Section 6 below Seller makes no warranty of the condition of the Property.

6. <u>WOOD INFESTATION REPORT</u>. Purchaser may obtain at Purchaser's expense prior to Closing an "Official South Carolina Wood Infestation Report (CL-100)". If any infestation or damage is reported or if there is damage observed, Purchaser shall have the right to terminate this Contract and the parties shall have no further rights or obligations under the Contract.

7. <u>CONVEYANCE OF PROPERTY</u>. At Closing, Seller shall convey marketable title to the Property to Purchaser in fee simple by general warranty deed, free from encumbrances, except such as are herein agreed to be assumed by Purchaser. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, this shall constitute evidence of marketable title. Seller shall provide documentation satisfactory to Purchaser confirming Seller's authorization to sell the Property to Purchaser.

8. <u>DATE AND PLACE OF CLOSING</u>. The closing of this Contract shall take place on or before 30 days from the date of this Contract (the "Closing" or "Closing Date") at the office of Purchaser's attorney or other offices stipulated by Purchaser. Unless otherwise provided herein, Seller shall deliver possession of the Property to Purchaser at Closing.

9. <u>RISK OF LOSS AND DAMAGE</u>. The risk of loss or damage to the Property by fire or other casualty until Closing is governed by the terms of the Lease.

10. PRORATIONS. No expenses shall be prorated at Closing.

11. <u>CLOSING EXPENSES</u>. Seller shall be responsible for paying the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps) as well as for preparation of the deed. Purchaser shall be responsible for all financing costs, legal fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable. As to any other expenses associated with Closing, Seller and Purchaser will pay such closing expenses customarily paid by sellers and purchasers in Jasper County, South Carolina.

12. <u>NO BROKERAGE FEES</u>. Seller and Purchaser acknowledge and represent that they are dealing directly with each other with regard to this transaction and that there is no real estate broker involved or any real estate brokerage fee due. Purchaser holds Seller harmless from any claims for commission from any real estate broker with whom Purchaser may have dealt.

13. <u>DEFAULT</u>. Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may: (a) at its option

because of the difficulty in ascertaining actual resulting damages, retain the earnest money deposit as liquidated and agreed damages; (b) enforce the performance of this Contract and/or the Lease by specific performance; or (c) sue for damages. Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Contract and obtain refund of the earnest money deposit and/or proceed with all other rights and remedies at law or in equity against Seller.

14. MISCELLANEOUS. If this offer is rejected by Seller, the earnest money deposit shall be returned in full to Purchaser. The invalidity or unenforceability of any provision of this Contact shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final and entire expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Contract, the prevailing party shall be entitled to recover all litigation expenses, including legal fees and court costs, from the non-prevailing party. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and not practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authored in writing by the affected party. Seller acknowledges that the closing agent for this transaction is required by the provisions of the Internal Revenue Code of 1986, as amended, to complete and file a Form 1099B relating to the sale and, if Seller is a non-resident of South Carolina, a withholding return will be filed with the South Carolina Department of Revenue. Seller will cooperate and provide all information required to the closing agent. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

Purchaser has caused this Contract to be duly executed as of the _____ day of August, 2015.

PURCHASER: F&D, LLC

By:_____ Frank X. Fotia, III, Member

Year Round Pool Co., Inc. joins in the execution of this Contract to acknowledge and consent to the terms of this Contract.

Year Round Pool Co., Inc. a South Carolina corporation

By:_____ Frank X. Fotia, III, President Seller has caused this Contract to be duly executed as of the _____ day of _____, 2015.

SELLER:

* × x

Lowcountry Regional Development Corporation

By:_____

Print Name:_____

Title:_____

Lowcountry Council of Governments Statement of Revenues and Expenditures For the Period Ending July 2015

	Actual		Variance	%
	YTD	Budget		
Revenues				
Federal	\$248,445	4,257,999	(\$4,009,554)	.058
State Restricted	8,848	1,094,332	(1.085,484)	.008
State Unrestricted	3,555	54,169	(50,614)	.066
Local Restricted	31,364	618,066	(586,702)	.051
Local Unrestricted	14,460	148,195	(133,735)	.098
Other Sources	6,133	248,157	(242,024)	.025
Total Revenues	\$312,805	6,420,918	(\$6.108,113)	.049
Expenditures				
Personnel and Related Costs	166,903	\$2.143.481	(1,976,578)	.078
Building and Related Costs	17,784	259,965	(242,181)	.068
Operating Costs				
Advertising	455	\$15,600	(15,145)	.029
Contracts	94,378	3,563,368	(3,468,990)	.026
Depreciation	365	4,380	(4,015)	.083
Dues, Subscriptions & Publicat	3,570	16,200	(12,630)	.220
Equipment Maintenance & Lease	3,946	50,250	(46,304)	.079
Insurance & Bonding	264	11.500	(11,236)	.023
Meetings	159	12.100	(11,941)	.013
Miscellaneous	1,013	15,850	(14.837)	.064
Legal Fees		3,250	(3,250)	.000
Postage & Shipping	-	12,650	(12,650)	.000
Printing	1,408	33,500	(32,092)	.042
Supplies	1,768	38,200	(36,432)	.046
	107,326	3,776,848	(3,669,522)	.028
Other Expenditures				
Equipment & Software Purchases	11,424	\$65,700	(54,276)	.174
Travel Costs	4,815	102.763	(97,948)	.047
Auto Costs	2,128	37,000	(34,872)	.058
Bad Debt			0	
	18,367	205,463	(187,096)	.089
Total Expenditures	310,380	6,385,758	(6,075,377)	.049
Revenues over Expenditures	\$2,425	\$35,160	(32,735)	0.07

Lowcountry Council of Governments Balance Sheet For the Period Ending July 2015

Assets		
Cash - Unrestricted	109,227	
Cash - Restricted TDR	254,784	
Accounts Receivable	1.210,164	
Prepaid Expenses	26,396	
Property, Building & Equipment	1,682,318	
Amount to be Provided for Debt	632.911	
Total Assets		3,915,800
Liabilities & Equity		
Liabilities		
Accounts Payable	\$141,480	
Accrued Liabilities	515,615	
Long-Term Debt	632,911	
Total Liabilities		\$1,290,006
Fund Equity		
investment in Fixed Assets	\$1,682,318	
Inassigned Fund Balance	\$933,117	
Restricted Fund Balance	\$0	
Nonspendable Fund Balance	\$7,934	
Revenues over Expenditures	2,425	
Total Fund Equity		\$2,625,794
Fotal Liabilities & Equity		\$3,915,800

4.1

LOWCOUNTRY COUNCIL OF GOVERNMENTS COMMUNITY AND ECONOMIC DEVELOPMENT ACTIVITIES CURRENT PROJECTS SUMMARY AUGUST 2015

ACTIVE PROJECTS:	NUMBER	D	OLLAR VALUE
CDBG Community Investment	21	\$	11,060,269.00
CDBG Economic Development	1	\$	165,000.00
CDBG Ready To Go	0	\$	-
CDBG Planning Grants	1	\$	50,000.00
EDA Public Works	2	\$	1,850,500.00
EDA Planning Grants	1	\$	58,500.00
RD Grants	1	\$	50,000.00
HOME	17	\$	2,481,728.00
TOTALS	44	\$	15,715,997.00
Applications Requested	13	\$	6,883,400.00

Note: EDA Title IX Loan Program Reports will be provided separately as received by Catawba Regional Planning Council.

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Prepared by: Community and Economic Development

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CDBG - BEAUFORT COUNTY

		AMOUNT		DATE		BALANCE
Contract underway at I nmonsville VR III extenstion.	DGA. Project \$	500,000.00	\$	34,995.00	\$	465,005.00
R III Construction underway	y. \$	500,000.00	\$	390,218.00	\$	109,782.00
		320,000.00	\$	20,400.00	\$	299,600.00
1	mmonsville VR III extenstion. VR III Construction underwa Startup cleared. Design/per	mmonsville VR III extensition. \$ VR III Construction underway. \$ Startup cleared. Design/permitting done, offers of \$	mmonsville VR III extenstion. \$ 500,000.00 VR III Construction underway. \$ 500,000.00 Startup cleared. Design/permitting done, offers of \$ 500,000.00	mmonsville VR III extension. \$ 500,000.00 \$ VR III Construction underway. \$ 500,000.00 \$ Startup cleared, Design/permitting done, offers of compensation for easements sent. \$ 320,000.00 \$	mmonsville VR III extension. \$ 500,000.00 \$ 34,995.00 VR III Construction underway. \$ 500,000.00 \$ 390,218.00 Sewer Startup cleared. Design/permitting done, offers of compensation for easements sent. \$ 320,000.00 \$ 20,400.00	mmonsville VR III extension. \$ 500,000.00 \$ 34,995.00 \$ VR III Construction underway. \$ 500,000.00 \$ 390,218.00 \$ Startup cleared. Design/permitting done, offers of compensation for easements sent. \$ 320,000.00 \$ 20,400.00 \$

CDBG - COLLETON COUNTY

			FUNDED	1	DRAWN TO	
GRANTEE	PROJECT	STATUS	 AMOUNT		DATE	BALANCE
		Programmatically closed. Waiting on final				
City of Walterboro	Lemacks VR II	audit clearance.	\$ 500,000.00	\$	500,000.00	\$
Colleton County	Colleton Demo	Programmatically closed. Completed under budget. Waiting on final audit clearance.	\$ 285,300.00	\$	186,679.00	\$ 98,621.00
City of Walterboro	South Jefferies Streetscape	Bids received 6/15/15. Contract being reviewed by DGA.	\$ 500,000.00	\$	10,000.00	\$ 490,000.00
City of Walterboro	Hampton St Water Line Ext	Contract under review.	\$ 750,000.00	\$	16,500.00	\$ 733,500.00
City of Walterboro	Lemacks VR III	Asbestos testing done. Exterior rehab completed week of 6/15/15. Consultant contract for trail design being executed.	\$ 500,000.00	\$	59,307.00	\$ 440,693.00
Colleton County	Bama Road Drainage	Awarded. Startup underway.	\$ 671,500.00	\$	•1	\$ 671,500.00
			\$ 3,206,800.00	\$	772,486.00	\$ 2,434,314.00

CDBG - HAMPTON COUNTY

			FUNDED	0	DRAWN TO		
GRANTEE	PROJECT	STATUS	AMOUNT		DATE	<u> </u>	BALANCE
Town of Estill	Ruth Street Sewer Improvement	Construction completed. Project amendment underway. ERR cleared.	\$ 500,000.00	\$	201,566.00	\$	298,434.00
Town of Brunson	Water Tank Improvements	Final draw submitted.	\$ 347,474.00	\$	347,474.00	\$	
Hampton County	DHEC Health Clinic	Bid out 8/11, due 9/10.	\$ 500,000.00	\$	12,000.00	\$	488,000.00
Hampton County	Brunson Gifford Water Connecti	Startup & ERR underway. JD done and sent to ACE. Acquisition beginning.	\$ 1,000,000.00	\$	-	\$	1,000,000.00
Town of Yemassee	Sewer Line Upgrade	Startup underway/RFP engineering/ERR underway.Project Amendment being prepared.	\$ 750,000.00	\$		\$	750,000.00
Hampton County (ED)	Elliott Sawmilling Rail Expansion	Programmatically closed. Waiting on final audit clearance.	\$ 165,000.00	\$	165,000.00	\$	
Town of Hampton	Sewer Rehab	Awarded. Startup underway.	\$ 666,814.00	\$	-	\$	666,814.00
Hampton County	2014 CDBG Regional Planning	Startup ongoing.	\$ 50,000.00	\$	-	\$	50,000.00

CDBG - JASPER COUNTY

GRANTEE	PROJECT	STATUS	FUNDED AMOUNT	ľ	DRAWN TO DATE	BALANCE
Town of Ridgeland	First Ave Pump Station Upgrade	Final closeout.	\$ 322,648.00	\$	322,648.00	\$
Jasper County	DHEC Addition	Close-out submitted.	\$ 500,000.00	\$	488,795.00	\$ 11,205.00
Jasper County	Old Bailey Sewer Extension	Finalizing right-of-entry on all. Bid package being reviewed.	\$ 389,050.00	\$	10,530.00	\$ 378,520.00
City of Hardeeville	Hardeeville Library	Contract being prepared to submit to Commerce.	\$ 500,000.00	\$	12,000.00	\$ 488,000.00
Town of Ridgeland	Wise St. Pump Station Upgrade	Construction contract approved and approval of additional funds. Contract signed.	\$ 433,483.00	\$	10,800.00	\$ 422,683.00
City of Hardeeville	Drainage Focus Area 2	Awarded. Startup underway.	\$ 624,000.00		-	\$ 624,000.00
CDBG TOTALS - ALL	COUNTIES		\$ 2,769,181.00 11,275,269.00	_	844,773.00 2,788,912.00	 1,924,408.00 8,486,357.00

REQUESTED

				AMOUNT
GRANTEE	PROJECT	STATUS	R	EQUESTED
Colleton County/City of Walterboro (EDA)	Infrastructure to support company.	Received Further Consideration Letter	\$	780,000.00
City of Walterboro (EDA)	WWTP Upgrade	Received Further Consideration Letter	\$	2,040,000.00
Southern Carolina Alliance	Promise Zone Strategic Plan	Submitted Application.	\$	60,000.00
Hampton County (CDBG)	Furman and Yemassee Fire Tru	Application Requested.	\$	500,000.00
Town of Ridgeland (CDBG)	Consolidated School Preservation	Application Requested.	\$	150,000.00
Jasper County (CDBG)	Demolition	Application Requested.	\$	135,900.00
Colleton County (CDBG)	Walterboro Booster Pump	Prepping ERR with Ready to Go Application	\$	750,000.00
City of Walterboro (SC RIA)	WWTP Upgrade	Prepping Application.	\$	500,000.00
Town of Hampton (CDBG)	Demolition	Application Requested.	\$	77,250.00
Town of Vamville (CDBG)	Streetscape	Application Requested.	\$	427,250.00
Town of Furman (CDBG)	Neighborhood Revitalization	Application Requested.	\$	500,000.00
Town of Brunson (CDBG)	Neighborhood Revitalization	Application Requested.	\$	500,000.00
City of Hardeeville (CDBG)	Fire Truck	Application Requested.	\$	463,000.00
			\$	6,883,400.00

EDA

GRANTEE	PROJECT	STATUS	FUNDED AMOUNT	DRAWN TO DATE	BALANCE
Colleton County	Technical Training Center	GPRA Tracking completed for year 6.	\$ 1,252,500.00	\$ 1,252,500.00	\$ -
Hampton County	Job Training Center Renovation	Close out paper work submitted and approved. GPRA Reporting for year 6.	\$ 598,000.00	\$ 598,000.00	\$ -
Jasper County	LCOG/EDA Planning Grant	New award.	\$ 58,500.00	\$ -	\$ 58,500.00
			\$ 1,909,000.00	\$ 1,850,500.00	\$ 58,500.00

RD Grants

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			FUNDED	RAWN TO	
GRANTEE	PROJECT	STATUS	AMOUNT	DATE	BALANCE
Hampton County	Town of Hampton Old Bank Demo	Completed.	\$ 50,000.00	\$ 50,000.00	\$ -
			\$ 50,000.00	\$ 50,000.00	\$ -

HOME - BEAUFORT COUNTY

			FUNDED	[DRAWN TO	
GRANTEE	PROJECT	STATUS	AMOUNT	i i	DATE	BALANCE
Jasper County Neighbors						
United JCNU	Single Family Rehab	PROJECT COMPLETED - 8 units	\$ 165,450.00	\$	164,581.00	\$ 869.00
LowCountry Habitat for						
Humanity	New Construction	2 completed, 2 under construction	\$ 100,000.00	\$	45,750.00	\$ 54,250.00
Town of Bluffton	Single Family Rehab	2 completed, 2 under construction	\$ 152,684.00	\$	69,471.00	\$ 83,213.00
Beaufort Jasper Equal						
Opportunity Commission	Single Family Rehab	completed 5 units	\$ 150,000.00	\$	122,394.00	\$ 27,606.00
Beaufort County	Single Family Rehab	contract signed	\$ 114,070.00	\$	- 0	\$ 114,070.00
City of Beaufort	Single Family Rehab	1 under construction.	\$ 150,000.00	\$	42,830.00	\$ 107,170.00
	Tourigie r anni y Kellab		\$ 832,204.00	\$	445,026.00	\$ 387.178

HOME - COLLETON COUNTY

GRANTEE	PROJECT	STATUS	FUNDED AMOUNT	1	DRAWN TO DATE	BALANCE
City of Walterboro	Single Family Rehab	Project completed	\$ 150,000.00	\$	150,000.00	\$ -
Colleton County	Single Family Rehab #1	Project completed	\$ 100,000.00	\$	100,000.00	\$ -
Colleton County	Single Family Rehab #2	3 units completed	\$ 114,127.00	\$	85,213.00	\$ 28,914.00
			\$ 364,127.00	\$	335,213.00	\$ 28,914.00

HOME - HAMPTON COUNTY

GRANTEE	PROJECT	STATUS	FUNDED AMOUNT	I	DRAWN TO DATE	BALANCE
Town of Hampton	Single Family Rehab	PROJECT COMPLETED 6 units	\$ 100,000.00	\$	100,000.00	\$
Hampton County	Single Family Rehab	PROJECT COMPLETED 10 units	\$ 225,000.00	\$	225,000.00	\$
Town of Yemassee	Single Family Rehab	Accepting applications	\$ 150,000.00	\$	122,348.00	\$ 27,652.00
Hampton County	Single Family Rehab	5 completed, 2 underway	\$ 285,397.00 760,397.00	\$ \$	222,584.00 669,932.00	\$ 62,813.00 90,465.00

HOME - JASPER COUNTY

GRANTEE	PROJECT	STATUS	 FUNDED AMOUNT	ľ	DRAWN TO DATE	E	BALANCE
Jasper County	Single Family Rehab	5 units completed	\$ 150,000.00	\$	143,666.00	\$	6,334.00
JCNU	Single Family Rehab	COMPLETED 42 unit complex	\$ 150,000.00	\$	150,000.00	\$	-
JCNU CHDO	Single Family Rehab	Project completed 5 units	\$ 125,000.00 425.000.00	\$	125,000.00 418.666.00	\$	- 6,334.00

HOME - ALL COUNTIES

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GRANTEE	PROJECT	STATUS		FUNDED AMOUNT	E	DATE	BALANCE
ALL COUNTIES	*REGION WIDE DOWNPMT ASSISTANCE - 10 UNITS	Cannot qualify homebuyers	\$	100,000.00	\$	7,500.00	\$ 92,500.00
Having problems qua	lifying homebuyers. May amend pr	ogram to use funds in housing rehab.	•				
			\$	100,000.00	\$	7,500.00	\$ 92,500.00

HOME TOTALS		\$	2,481,728.00	\$ 1,876,337.00 \$	605,391.00
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4	208 Plan Cont	formance	Certification	s - Augu	st 2015	5	4) 	
Project	Description	Location	Wastewater Treatment Plant	Number of Lots	Date Certified	Conform	Fee Paid	Status
Northern Beaufort County								1
City Walk	Sanitary Sewer	City of Beaufort	Port Royal Island WRF	49	7/20/2015	Yes	\$230	Approved
Gwaltney Place	Pump station	Bray's Island	Bray's Island Plantation	1	8/12/2015	Yes	\$230	Approved
Island Shoppes	Sanitary Sewer and pump station	Lady's Island	St. Helena WRF	Commercial development	8/17/2015	Yes	\$230	Approved
Southern Beaufort County							*	
Cypress Ridge Phase 7A	Sanitary Sewer	Bluffton	Cherry Point WRF	62	8/4/2015	Yes	\$230	Approved
Grayco Redevelopment	Sanitary Sewer	Bluffton	Cherry Point WRF	3 commercial buildings	8/6/2015	Yes	\$230	Approved
Okatie Center Home 2 Suites	Sanitary Sewer	Beaufort County	Cherry Point WRF	Hotel	8/6/2015	Yes	\$230	Approved
Colleton County							^	
Hampton County								
				-				
Jasper County								

Lowcountry 208 Certifications: 2014 and 2015 Monthly Comparison

2014	208 Certifications	Number of Housing Units	Other Buildings		2015	208 Certifications	Number of Housing Units	Other Buildings
90. 63								
January	3	0	Industrial. Fire Station, Jelly Fish Processing		January	7	133	Medical Building
February	2	0	USCB Rec Center, forest road		February	6	300	Dialysis Clinic
March	1	0	Crystal Lake Park		March	3	302	Fire Station
April	1	56			April	. 1	74	
Мау	4	100	School, Commercial Building		May	2		Commercial Projects
June	3		System upgrade, jellyfish processing plant (conditional approval)		June	1	29	
July	10	266	Commercial buildings; school		July	7	264	Industrial
August	1	48		1	August	6	112	Commercial Projects, Hotel
Year-to-date	25	516			Year-to-date	33	1214	

Lowcountry Labor Force and Employment

	Ju	-15	Jur	า-15	Ju	-14
	Labor Force	Employment	Labor Force	Employment	Labor Force	Employment
Beaufort						
County	72,537	68,217	72,253	67,892	71,444	67,129
Colleton		4		5		5 S
County	17,604	16,278	17,544	16,219	16,940	15,583
Hampton						
County	9,027	8,238	9,012	8,189	 8,528	7,858
Jasper	1					
County	11,904	11,225	 11,832	11,128	11,724	10,990
Lowcountry		5				
Total	111,072	103,958	110,641	103,428	108,636	101,560

	Labor Force	Employment
Lowcountry		
Percent Change		
July 2014-July		
2015	2.24%	2.36%



SCDOT Seeks Public Comment on the 2016 Federal Aid Pavement Improvement Program

The South Carolina Department of Transportation (SCDOT) is providing public notification of projects identified for the **2016 Federal Aid Pavement Improvement Program** prior to inclusion in the Statewide Transportation Improvement Program (STIP).

The projects listed in the program have been allotted \$190,104,000.00 and will include the reconstruction and rehabilitation of a total of 489.72 miles of roads throughout the state.

A copy of this press release and a link to the **2016 Federal Aid Pavement Improvement Program** document, which provides a listing of the roads selected for resurfacing in each county with location maps, are available for public review and comment online until **September 10, 2015** at:

http://www.scdot.org/inside/public comment.aspx

A summary of comments received during the comment period will be provided to the SCDOT Commission for consideration.

To assist those who do not have internet access, a hard copy of this press release and any supporting information are available for public review and comment at the following locations:

South Carolina Council of Governments: Appalachian Council of Governments Anderson, Cherokee, Greenville, Oconee, Pickens & Spartanburg

30 Century Circle Greenville, SC 29606 (864) 242-9733

Upper Savannah Council of Governments

Abbeville, Edgefield, Greenwood, Laurens, McCormick & Saluda 430 Helix Road Greenwood SC 29646 Telephone: (864) 941-8072

Catawba Regional Council of Governments

Chester, Lancaster, York & Union 215 Hampton Street Second Floor Rock Hill, SC 29731 (803) 327-1912

Lower Savannah Council of Governments Aiken, Allendale, Bamberg, Barnwell, Calhoun & Orangeburg 2748 Wagener Road Hwy 302 North Aiken, SC 29801 (803) 649-7981

Santee-Lynches Council of Governments

Clarendon, Kershaw, Lee & Sumter 36 West Liberty Street Sumter, SC 29151 (803) 775-7381

Pee Dee Regional Council of Governments

Chesterfield, Darlington, Dillon, Florence, Marion & Marlboro 2319 Regional Road Florence, SC 29501 (843) 669-4392

Central Midlands Council of Governments

Lowcountry Council of Governments

Fairfield, Lexington, Newberry & Richland 236 Stoneridge Drive Columbia, SC 29210 (803) 376-5390

Waccamaw Regional Planning and Development Council of Governments Georgetown, Horry & Williamsburg 1230 Highmarket Street Georgetown, SC 29440 (843) 546-8502

SCDOT District Offices: District 1 1400 Shop Road Columbia, SC 29201 (803) 737-6660

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District 3 252 S. Pleasantburg Drive Greenville, SC 29607 (864) 241-1010

District 5 3018 East Palmetto Florence, SC 29506 (843) 661-4710

District 7

US Route 178 East Bowman Road Orangeburg, SC 29116 (803) 531-6850 Beaufort, Colleton, Hampton & Jasper 634 Campground Road Yemassee, SC 29945 (843) 726-5536

Berkeley-Charleston-Dorchester Council of Governments Berkeley, Charleston & Dorchester 1362 McMillan Ave, Suite 100 North Charleston, SC 29405 (843) 529-0400

> **District 2** 510 W. Alexander Ave. Greenwood, SC 29646 (864) 227-6971

District 4 1232 J.A. Cochran Bypass Chester, SC 29706 (803) 377-4155

District 6 6355 Fain Blvd. North Charleston, SC 29406 (843) 740-1665

Comments will be accepted until the close of business on **September 10, 2015** and should be forwarded to Ms. Vivian Patterson, Public Involvement Manager, and SCDOT Office of Planning, 955 Park Street, P.O. Box 191, Columbia, S.C. 29202 or <u>pattersovm@scdot.org</u>.

NOTE: Information provided, including name and address, is subject to disclosure under the Freedom of Information Act.

Engineering District Six Reconstruction & Rehabilitation Program

(Beaufort, Berkeley, Charleston, Colleton, Dorchester, and Jasper Counties)

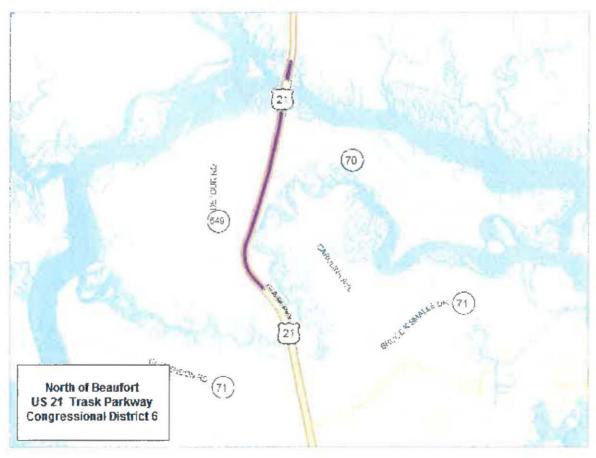
Beaufort County

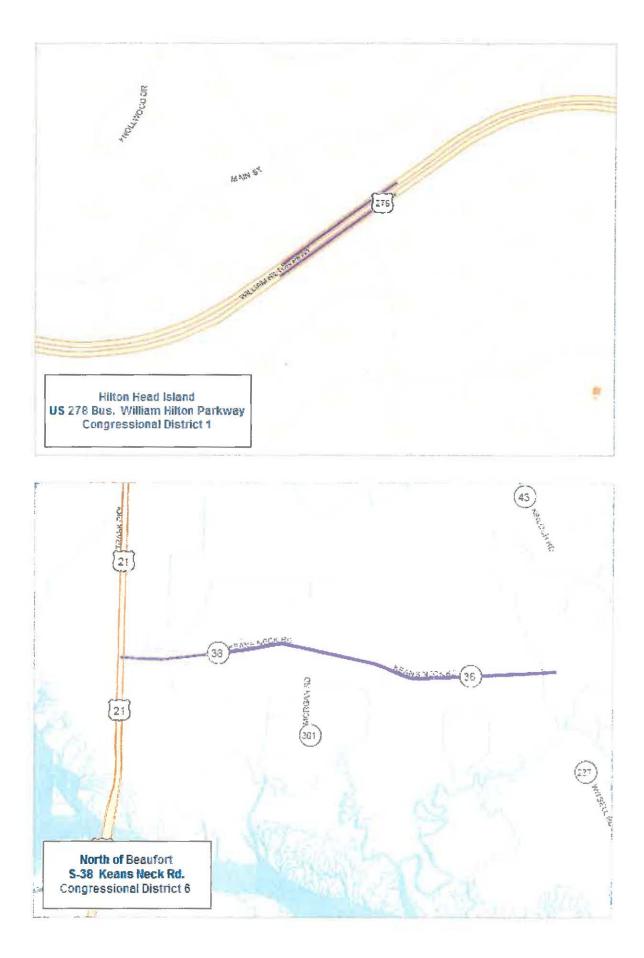
Route	Route Number	Aux	BMP	EMP	Length	Treatment Type	Rank	Congressional District
US	0021		0.00	0.49	0.49	Rehab	1	1
US	0021		19.06	19.32	0.26	Rehab	2	1
US	0021		19.87	21.31	1.44	Rehab	3	1
US	0021		30.58	32.67	2.09	Rehab	4	6
US	0021		32.90	33.09	0.19	Rehab	5	6
US	0278	Bus.	1,53	1.72	0.19	Rehab	6	1
S	0038		0.00	3.00	3.00	Rehab	7	6
US	0278		11.67	12.17	0.50	Rehab	8	1
SC	0802		2.38	6.57	4.19	Rehab	9	1

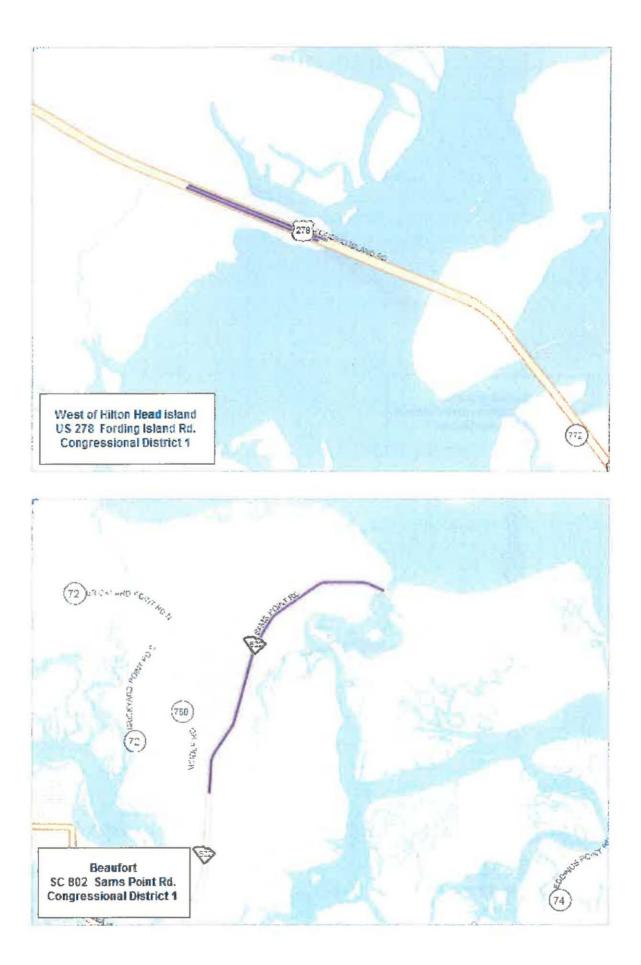
Total Miles : 12.35









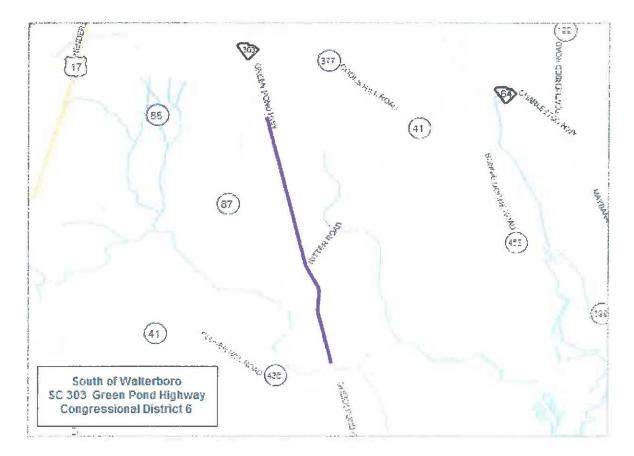


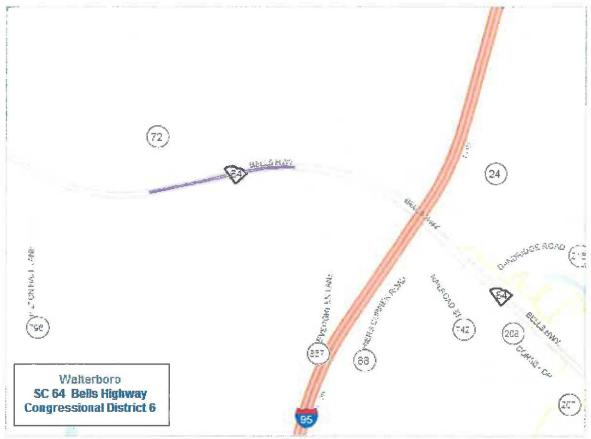
Colleton County

Route	Route Number	Aux	BMP	EMP	Length	Treatment Type	Rank	Congressional District
US	0017	Alt.	25.72	30.05	4.33	Rehab	1	6
SC	0303		4.02	8.38	4.36	Rehab	2	6
SC	0064		20.16	20.67	0.51	Rehab	3	6
US	0017	Alt.	33.77	35.40	1.63	Rehab	4	6

Total Miles: 10.83







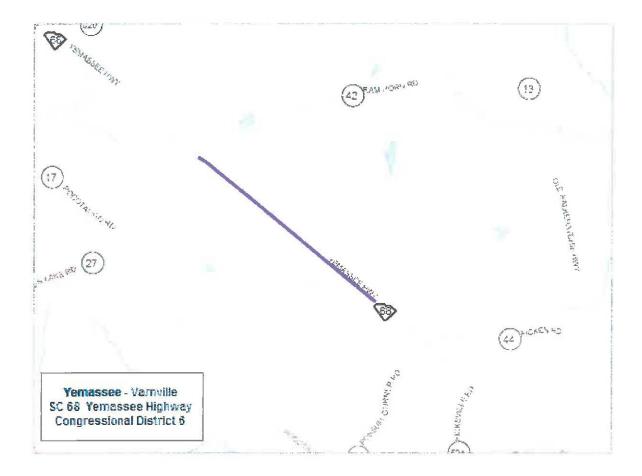


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Hampton County

Route	Route Number	Aux	BMP	EMP	Length	Treatment Type	Rank	Congressional District
SC	0068		4.84	8.20	3.36	Rehab	1	6

Total Miles: 3.36



Jasper County

Route	Route Number	Aux	BMP	EMP	Length	Treatment Type	Rank	Congressional District
US	0278		34.10	35.90	1.80	Rehab	1	6
US	0321		0.75	6.15	5.40	Rehab	2	6
US	0278	EBL	35.93	38.11	2.18	Rehab	3	6

Total Miles: 9.38





