

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-1000
 FAX: (843) 255-9401
 www.bcgov.net

D. PAUL SOMMERVILLE
 CHAIRMAN

STEWART H. RODMAN
 VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCHE
 RICK CAPORALE
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 WILLIAM L. MCBRIDE
 GERALD W. STEWART
 ROBERTS "TABOR" VAUX, JR.
 LAURA L. VON HARTEN

GARY KUBIC
 COUNTY ADMINISTRATOR

BRYAN J. HILL
 DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 COUNTY ATTORNEY

SUZANNE M. RAINEY
 CLERK TO COUNCIL

AGENDA
 COUNTY COUNCIL OF BEAUFORT COUNTY
 Monday, June 23, 2014
 4:00 p.m.
 Council Chambers
 Administration Building, Government Center
 100 Ribaut Road, Beaufort

Citizens may participate in the public comment periods and public hearings from telecast sites at the Hilton Head Island Branch Library as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
 - A. Discussion of Consent Agenda
 - B. Discussion is not limited to agenda items
 - C. Executive Session
 1. Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege
 2. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman William McBride
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – June 9, 2014 ([backup](#))
 - B. Receipt of County Administrator’s Two-Week Progress Report ([backup](#))
 - C. Receipt of Deputy County Administrator’s Two-Week Progress Report ([backup](#))
 - D. Committee Reports (next meeting)
 1. Community Services (August 25 at 2:00 p.m., HHI Branch Library)
 2. Executive (August 11 at 2:00 p.m., ECR)
 3. Finance (August 18 at 2:00 p.m., BIV #3)
 4. Governmental (July 29 at 4:00 p.m., ECR)
 5. Natural Resources (July 29 at 2:00 p.m., ECR)
 6. Public Facilities (August 18 at 4:00 p.m., BIV #3)
 - E. Appointments to Boards and Commissions ([backup](#))



7. PUBLIC COMMENT

8. AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO ([backup](#))

1. Consideration of first reading approval to occur June 23, 2014
 - a. At the June 9 meeting, Council approved a motion to amend by deletion “or reasonable and responsible economic development” from the referendum question / Vote 9 in favor of the amendment. Council did not take up the main motion, as amended, due to the expiration of the June 9 session of Council.
2. Natural Resources Committee discussion and recommendation to approve occurred June 2, 2014 / Vote 4:3

9. CONSENT AGENDA

A. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$50,000 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM ([backup](#))

1. Consideration of second reading to occur June 23, 2014
2. Public hearing announcement – Monday, July 28, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort
3. First reading approval occurred June 9, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred May 27, 2014 / Vote 6:0

B. AN ORDINANCE TO ADOPT THE 2014 BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE WITH PROCEDURES TO ENGAGE IN A SIX MONTH AND ONE YEAR EVALUATION AND REVIEW ([backup](#)) ([link](#))

1. Consideration of second reading to occur June 23, 2014
2. First reading approval occurred June 9, 2014 / Vote 8:3
3. Natural Resources Committee discussion and recommendation to approve occurred June 2, 2014 / Vote 6:1

C. TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE ([backup](#))

1. Consideration of first reading to occur June 23, 2014
2. Governmental Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0

D. AN ORDINANCE TO IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN BEAUFORT COUNTY, PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT, S.C. CODE ANN. 4-10-300, *ET SEQ.*; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF SUCH TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE FOR THE MAXIMUM AMOUNT OF GENERAL OBLIGATION BONDS TO BE ISSUED IN ORDER TO FINANCE THE CAPITAL PROJECTS AUTHORIZED HEREUNDER SUCH BONDS TO BE PAYABLE FROM, AND SECURED BY, THE CAPITAL PROJECT SALES AND USE TAX AUTHORIZED HEREBY AS WELL AS THE FULL FAITH, CREDIT AND TAXING POWER OF BEAUFORT COUNTY; TO PROVIDE THE MAXIMUM COST OF THE PROJECTS OR FACILITIES FUNDED FROM THE PROCEEDS OF SUCH TAX OR BONDS AND THE MAXIMUM AMOUNT OF NET PROCEEDS TO BE RAISED BY SUCH TAX FOR THE PAYMENT OF THE COST OF SUCH PROJECTS OR FOR THE PAYMENT OF DEBT SERVICE ON ANY BONDS ISSUED TO PAY SUCH COSTS; TO PROVIDE FOR A COUNTYWIDE REFERENDUM AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTION IN SUCH REFERENDUM; TO PROVIDE CONDITIONS PRECEDENT TO THE IMPOSITION OF SUCH TAX AND CONDITIONS OR RESTRICTIONS ON THE USE OF SUCH TAX REVENUE; TO ESTABLISH THE PRIORITY, AND EXCEPTIONS THERETO, IN WHICH THE NET PROCEEDS OF SUCH TAX, IF APPROVED IN A REFERENDUM, ARE TO BE EXPENDED FOR THE PROJECTS AND PURPOSES STATED; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM BY THE BEAUFORT COUNTY BOARD OF ELECTIONS AND VOTER REGISTRATION, TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF SUCH TAX; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of first reading to occur June 23, 2014
2. Governmental Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 5:1
3. Capital Project Sales Tax Commission discussion and recommendation to approve occurred June 4, 2014 / Vote 6:0
4. Capital Project Sales Tax Commission discussion occurred May 29, 2014
5. Capital Project Sales Tax Commission discussion occurred May 19, 2014
6. Capital Project Sales Tax Commission discussion occurred May 12, 2014
7. Capital Project Sales Tax Commission discussion occurred April 28, 2014
8. Capital Project Sales Tax Commission discussion occurred April 21, 2014
9. Capital Project Sales Tax Commission discussion occurred April 10, 2014

- E. RECYCLABLES COLLECTION AND PROCESSING SERVICES FOR BEAUFORT COUNTY ([backup](#))
1. Contract award: Waste Management of South Carolina, Ridgeland, South Carolina
 2. Contract amount: \$1,050,000
 3. Funding source: Account 10001340-51167, Solid Waste & Recycling-Recycling Services
 4. Public Facilities Committee discussion and recommendation to award a contract occurred June 16, 2014 / Vote 6:0
- F. AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO ([backup](#))
1. Consideration of first reading to occur June 23, 2014
 2. Public Facilities Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0
- G. SCDOT QUALITY ASSURANCE OVERSIGHT SERVICES ON SC HIGHWAY 170 WIDENING, BOUNDARY STREET STREETScape/TIGER GRANT AND BLUFFTON PARKWAY PHASE 5A SEGMENT 2 - US 278 FLYOVER BRIDGES CONSTRUCTION PROJECTS IN THE AMOUNT OF \$34,757.31 ([backup](#))
1. Funding source: 1% Sales Tax Road Improvement Program, Account 33403-54500, SC Highway 170; Account 47030011-54503, Boundary Street; Account 33401-54500, Bluffton Parkway Phase 5
 2. Public Facilities Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0
- H. SCDOT QUALITY ASSURANCE OVERSIGHT SERVICES ON SC HIGHWAY 170 WIDENING, BOUNDARY STREET STREETScape/TIGER GRANT AND BLUFFTON PARKWAY PHASE 5A SEGMENT 2 - US 278 FLYOVER BRIDGES CONSTRUCTION PROJECTS IN THE AMOUNT OF \$82,458.55 ([backup](#))
1. Funding source: 1% Sales Tax Road Improvement Program, Account 33403-54500, SC Highway 170; Account 47030011-54503, Boundary Street; Account 33401-54500, Bluffton Parkway Phase 5
 2. Public Facilities Committee discussion and recommendation to approve occurred June 16, 2014 / Vote 6:0
- I. AN ORDINANCE TO DECLARE CERTAIN COUNTY-OWNED PROPERTIES AS SURPLUS AND AUTHORIZING COUNTY ADMINISTRATION TO DISPOSE OF THE PROPERTIES IN A MANNER BENEFICIAL TO THE COUNTY ([backup](#))
1. Consideration of first reading, by title only, to occur June 23, 2014
 2. Community Services Committee discussion to occur June 23, 2014 at 1:00 p.m.

J. AVIATION FUEL SERVICES FOR LADY’S ISLAND AIRPORT, BEAUFORT COUNTY/ARW ([backup](#))

1. Contract award: Eastern Aviation Fuels, Inc., New Bern, North Carolina
2. Contract amount: \$1,080,000
3. Funding source: Account 51000011-58000, Lady’s Island Airport Operations – Purchases - Fuels/Lubes
4. Finance Committee discussion to occur June 23, 2014 at 2:00 p.m.

K. MASTER SERVICES AGREEMENT TALBERT & BRIGHT / WORK AUTHORIZATIONS / HILTON HEAD ISLAND AIRPORT/HXD APPROVED AIRPORT MASTER PLAN ([backup](#))

1. County (local) match: \$86,907
2. Funding source: General Obligation Bonds, Hilton Head Island Airport Capital Projects Enterprise Fund
3. Finance Committee discussion to occur June 23, 2014 at 2:00 p.m.

<u>Project</u>	<u>Contract Amount</u>	<u>FAA Funding</u>	<u>SCAC Funding</u>	<u>Local Match</u>
Runway 03 Land Acquisition	\$ 145,924	\$ 131,331	-	\$14,592
Taxiway A Relocation and Replacement Ramp (Design)	\$ 228,020	\$ 205,218	\$11,401	\$11,401
Taxiway F Realignment (Design)	\$ 132,883	\$ 119,595	\$ 6,644	\$ 6,644
Categorical Exclusion	\$ 65,014	\$ 58,513	\$ 3,251	\$ 3,251
Onsite Tree Mitigation	\$ 205,129	\$ 194,872	\$ 5,128	\$ 5,128
5,000-Foot Runway Extension (Design)	\$ 626,316	\$ 563,684	\$31,316	\$31,316
Runway 21 Land Acquisition	\$ <u>145,751</u>	\$ <u>131,176</u>	\$ -	\$ <u>14,575</u>
	\$1,549,036	\$1,404,389	\$57,740	\$86,907

10. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE TO INCREASE THE MINIMUM SALARY PAID TO BEAUFORT COUNTY MAGISTRATES BY ELIMINATING PROGRESSIVE STEP PAY INCREASES ([backup](#))

1. Consideration of third and final reading to occur June 23, 2014
2. Second reading approval occurred May 27, 2014 / Vote 8:2
3. First reading approval occurred May 12, 2014 / Vote 8:2
4. Finance Committee discussion and recommendation to approve occurred April 28, 2014 / Vote 5:0

B. FY 2014-2015 COUNTY BUDGET PROPOSAL ([backup](#)) ([FY 13/14 Budget](#))

1. Consideration of third and final reading to occur June 23, 2014
2. Second reading approval occurred June 9, 2014 / 10:1
3. Finance Committee discussion and recommendation to approve occurred June 2, 2014 / Vote 4:2

4. Finance Committee discussion and recommendation that all library funds generated from fines and fees shall be spent on materials / June 2, 2014 / Vote 4:2
5. First reading, by title only, approval occurred May 27, 2014 / Vote 11:0
6. Finance Committee discussion and recommendation to approve on first reading, by title only, occurred May 27, 2014 / Vote 6:0
7. Finance Committee discussion and recommendation to approve on first reading, by title only, occurred May 19, 2014 / Vote 6:0
8. Finance Committee discussion and acceptance of the budget as outlined, with a zero millage increase, occurred May 12, 2014 / Vote 5:1
9. Finance Committee discussion occurred May 5, 2014
10. Finance Committee discussion occurred April 20, 2014
11. Finance Committee discussion occurred April 14, 2014
12. Finance Committee discussion occurred April 7, 2014
13. Joint Public Facilities and Finance Committees discussion occurred March 31, 2014
14. Joint Public Facilities and Finance Committee discussion occurred March 17, 2014
15. Annual Planning Meeting/Retreat discussion occurred February 13, 2014

C. FY 2014-2015 SCHOOL DISTRICT BUDGET PROPOSAL ([backup](#)) ([FY 13/14 budget](#))

1. Consideration of third and final reading to occur June 23, 2014
2. Second reading approval occurred June 9, 2014 / Vote 9:2
3. Finance Committee discussion and recommendation to approve \$114,868,815 to be derived from tax collections / June 2, 2014 / Vote 6:0
4. First reading, by title only, approval occurred May 27, 2014 / Vote 11:0
5. Finance Committee discussion and recommendation to approve on first reading, by title only, occurred May 27, 2013 / Vote 6:0
6. Finance Committee discussion and recommendation to approve on first reading, by title only, occurred May 19, 2013 / Vote 6:0
7. Finance Committee discussion occurred April 14, 2014

D. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OR GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2014A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,100,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of third and final reading to occur June 23, 2014
2. Second reading approval occurred June 9, 2013 / Vote 11:0
3. First reading, by title only, approval occurred May 27, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred May 19, 2014 / Vote 6:0
5. Finance Committee discussion occurred April 7, 2014

6. Public Facilities and Finance Committees discussion and endorsement occurred March 31, 2014 / Vote 7:1
7. Public Facilities and Finance Committees discussion occurred March 17, 2014
8. Finance Committee discussion occurred January 21, 2014

E. AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION BONDS OR GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,350,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of third and final reading to occur June 23, 2014
2. Second reading approval occurred June 9, 2013 / Vote 11:0
3. First reading, by title only, approval occurred May 27, 2014 / Vote 11:0
4. Finance Committee discussion and recommendation to approve occurred May 19, 2014 / Vote 6:0
5. Finance Committee discussion occurred April 7, 2014
6. Public Facilities and Finance Committees discussion and endorsement occurred March 31, 2014 / Vote 7:1
7. Public Facilities and Finance Committees discussion occurred March 17, 2014
8. Finance Committee discussion occurred January 21, 2014

11. COUNTY ADMINISTRATOR'S REPORT

Mr. Gary Kubic, County Administrator

A. The County Channel / Broadcast Services

B. Adopt-A-Highway Group of the Year Presentation to Kiwanis

Mr. Michael Murphy, Chairperson, Keep Beaufort County Beautiful

C. Construction Project Updates

Mr. Rob McFee, Division-Director, Engineering and Infrastructure

1. One Cent Sales Tax Referendum Projects:

A. S.C. Highway 170

B. Bluffton Parkway 5A

12. PUBLIC COMMENT

13. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
June 9, 2014

The electronic and print media duly notified in
accordance with the State Freedom of Information Act.

CAUCUS

A caucus of the County Council of Beaufort County was held Monday, June 9, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

DISCUSSION ITEMS

Council discussed removing three items from the consent agenda:

Item 8A, an ordinance authorizing the issuance and sale of General Obligation Bonds, Series 2014 in the principal amount of not exceeding \$17,100,000.

Item 8B, an ordinance authorizing the issuance and sale of General Obligation Bonds, Series 2014 in the principal amount of not exceeding \$2,350,000.

Item 8D, an ordinance to adopt the 2014 Beaufort County Community Development Code with procedures to engage in a six-month and one-year evaluation and review.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Council go immediately into executive session to receive legal advice relating to negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

EXECUTIVE SESSION

REGULAR SESSION

The regular meeting of the County Council of Beaufort County was held Monday, June 9, 2014 beginning at 5:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman Fobes gave the Invocation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held May 27, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Council approve the minutes of the regular meeting held May 27, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from May 26, 2014 through June 6, 2014.

Deputy County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from May 26, 2014 through June 6, 2014.

Committee Reports

Community Services Committee

This item comes before Council under the Administrative Consent Agenda.

Foster Care Review Board

Linda Cecil

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Linda Cecil was reappointed to serve as a member of the Foster Care Review Board after garnering the ten votes required to reappoint.

Joyce Hall

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Joyce Hall was appointed to serve as a member of the Foster Care Review Board after garnering the six votes required to appoint.

Natural Resources Committee

Southern Beaufort County Corridor Beautification Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Mr. Todd Theodore, representing the Town of Hilton Head Island, to serve as a member of the Southern Beaufort County Corridor Beautification Board.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

PUBLIC COMMENT

The Chairman recognized Mr. Russell Patterson, spokesperson for a group of citizens concerned about the safety of the beach at Hunting Island State Park, who expressed support of the \$50,000 appropriation of local accommodations tax funds for the purpose of allowing SC Department of

Parks, Recreation and Tourism to hire and provide lifeguard services at Hunting Island State Park.

Mr. Charles Small, a resident of Daufuskie Island, inquired about the status of an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of \$75,000 for ferry service to and from Daufuskie Island.

Ms. Janet White, a resident of Bluffton, stated a one-cent sales tax would impose a burden on the poor.

Mr. Bernie Kole, Chairman of the Library Board, stated the library budget is about \$1.0 million less than in FY 2011 and the materials' budget has been cut from \$350,000 to \$35,000. He hopes there will be no further cuts to this particular line item.

Mrs. Jean Morgan, a member of the Library Board, circulated a spreadsheet of library comparative statistics from 2008 to 2013.

Mr. Joseph Bogacz, a member of the Library Board, addressed the cuts to the library budget and urged Council to reinstate funding for books, utilities and staff training.

Mr. Skeet Von Harten, a resident of Beaufort, urged Council to remove the words, "reasonable and responsible economic development," from the proposed ordinance authorizing the placement of a question on the November 4, 2014 ballot and issuing \$20 million in General Obligation Bonds to continue the Rural and Critical Lands Purchase Program.

Mr. David Tedder, a lawyer, distributed a memorandum dated June 9, 2014 highlighting five issues associated with the proposed Community Development Code: Planned Unit Development, accessory uses, River Buffer setbacks, side-mounted garages, driveway widths and inadvertent restrictions.

Mr. Glen Stanford, a resident of Hilton Head Island, encouraged Council to delete the words, "reasonable and responsible economic development," from the proposed ordinance authorizing the placement of a question on the November 4, 2014 ballot and issuing \$20 million in General Obligation Bonds to continue the Rural and Critical Lands Purchase Program.

Mr. Norman Shotz, a resident of Rose Hill Plantation, expressed opposition to the inclusion of the \$28.0 million Bluffton Parkway Phase 5B Realignment project in the capital project sales tax referendum question.

Mr. Reed Armstrong, representing the Beaufort Office of the SC Coastal Conservation League, encouraged Council to reject the words, "reasonable and responsible economic development," from the proposed ordinance authorizing the placement of a question on the November 4, 2014 ballot and issuing \$20 million in General Obligation Bonds to continue the Rural and Critical Lands Purchase Program.

Ms. Ashley Feaster, Executive Officer, Hilton Head Area Home Builders Association, submitted a letter dated June 9, 2014 regarding the proposed Community Development Code. Her correspondence highlighted five concerns: lack of a provision for Planned Unit Developments, increasing River Buffer setbacks for a single-family home, terminated vistas suggested measures, external connectivity and further road connections, and garage locations.

Ms. Julie Moringello, a resident of Rose Hill Plantation, expressed objection to the inclusion of the realignment of Bluffton Parkway Phase 5B project in the capital project sales tax referendum question.

Mr. Brian Baxter, a resident of Rose Hill Plantation, expressed objection to the inclusion of the realignment of Bluffton Parkway Phase 5B project in the capital project sales tax referendum question.

Mrs. Ann Ubelis, Voters Against Sales Tax (VAST) spokesperson, distributed a press release dated June 9, 2014 calling on Council to reject the capital improvement projects. Regarding the conservation of our natural resources, who will determine what lands are determined for economic development? Hold the School Board's feet to the fire to produce a transparent and responsible budget that reduces administration costs and increases per student dollars.

Mr. Jim Bequette, a resident of Lady's Island, encouraged Council to delete the words, "reasonable and responsible economic development," from the proposed ordinance authorizing the placement of a question on the November 4, 2014 ballot and issuing \$20 million in General Obligation Bonds to continue the Rural and Critical Lands Purchase Program. If Council is going to reduce the District's budget, it needs to reduce its spending. He is going to recommend to the Legislature appointing a committee to approve the County millage.

Mr. Bubba Gillison, representing the Hilton Head Island Recreation Association, requested Council retain the FY 2014 funding amount of \$215,000 in FY 2015.

Mrs. D. J. Murray, a resident of Hilton Head Island, asked Council to retain the Hilton Head Island Recreation Center FY 2014 funding level in FY 2015.

Ms. Connie Henne, a resident of Hilton Head Island, asked Council to retain the Hilton Head Island Recreation Center FY 2014 funding level in FY 2015.

Ms. Dorothy Scanlin, a resident of Hilton Head Island, asked Council to retain the Hilton Head Island Recreation Center FY 2014 funding level in FY 2015.

PUBLIC HEARINGS

AN ORDINANCE FINDING THAT FRIPP ISLAND PUBLIC SERVICE DISTRICT MAY ISSUE NOT EXCEEDING \$1,000,000 GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION

The Chairman opened a public hearing at 6:06 p.m. for the purpose of receiving public comment regarding an ordinance finding that Fripp Island Public Service District may issue not exceeding \$1,000,000 General Obligation Bonds and to provide for the publication of notice of the said finding and authorization. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:07 p.m.

It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on third and final reading an ordinance finding that Fripp Island Public Service District may issue not exceeding \$1,000,000 General Obligation Bonds and to provide for the publication of notice of the said finding and authorization. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

FY 2014-2015 COUNTY BUDGET PROPOSAL

The Chairman opened a public hearing at 6:13 p.m. for the purpose of receiving public comment on the FY 2014-2015 County budget proposal. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:14 p.m.

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on second reading the FY 2014-2015 County budget as follows: County Operations 46.48 mills, Purchase of Real Property Program 4.90 mills, County Debt Service 5.48 mills, Bluffton Fire District 24.02 mills operations and 0.00 mills debt service, Burton Fire District 60.18 mills operations and 5.74 mills debt service, Daufuskie Island Fire District 54.72 mills operations and 2.00 mills debt service, Lady's Island/St. Helena Island Fire District 35.94 mills operations and 2.36 mills debt service, and Sheldon Fire District 35.82 mills operations and 2.20 mills debt service.

Motion to amend by addition #1: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council reduce the Sheriff's budget by \$112,000 and transfer \$87,600 of those funds to the Solicitor's budget for the purposes of hiring an additional prosecutor to try Criminal Domestic Violence (CDV) and Driving Under the Influence (DUI) cases in Beaufort County.

Motion to amend by addition #2: It was moved by Mr. Stewart, seconded by Mr. Dawson, that Council reduce the Sheriff's budget by \$112,000, retain those funds in the County Administrator's budget, and withhold allocating the \$87,600 until Council has a full

understanding of the ramifications. The vote: Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Flewelling, Mr. Fobes and Mr. Rodman. ABSTAIN – Ms. Von Harten. The motion passed.

Motion to amend by addition #3: It was moved by Mr. Dawson, seconded by Mr. McBride, that Council retain the library fines and fees within the general fund as is. The vote: Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Sommerville, Mr. Rodman, Mr. Stewart and Mr. Vaux. NAYS – Mr. Caporale and Ms. Von Harten. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motions to amend by addition #2 and #3: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on second reading the FY 2014-2015 County budget as follows: County Operations 46.48 mills, Purchase of Real Property Program 4.90 mills, County Debt Service 5.48 mills, Bluffton Fire District 24.02 mills operations and 0.00 mills debt service, Burton Fire District 60.18 mills operations and 5.74 mills debt service, Daufuskie Island Fire District 54.72 mills operations and 2.00 mills debt service, Lady's Island/St. Helena Island Fire District 35.94 mills operations and 2.36 mills debt service, and Sheldon Fire District 35.82 mills operations and 2.20 mills debt service. Further, reduce the Sheriff's budget by \$112,000, retain those funds in the County Administrator's budget, and withhold allocating the \$87,600 until Council has a full understanding of the ramifications. Further, retain the library fines and fees within the general fund as is. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS - Ms. Von Harten. The motion passed.

FY 2014-2015 SCHOOL DISTRICT BUDGET PROPOSAL

The Chairman opened a public hearing at 7:20 p.m. to receive public comment on the FY 2014-2015 County School District budget proposal. After calling once for public comment, the Chairman recognized Mr. Brad Samuel, a resident of Lady's Island, who stated the cost per student is approximately \$9,000. Without the mandates, the School District is on budget with respect to per pupil allocation.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 7:21 p.m.

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on second reading the FY 2014/2015 School District budget as follows: 97.45 mills school operations, 31.71 mills school bond debt service (principal and interest), and \$114,868,815 to be derived from tax collections.

Motion to amend by substitution: It was moved by Ms. Von Harten, seconded by Mr. Dawson, that Council approve 103.3 mills for school operations and \$116,700,000 to be derived from tax collections, which represents a 1.6% increase year-over-year. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. NAYS – Mrs.

Bensch, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion failed.

The vote on the main motion: Council approve on second reading the FY 2014/2015 School District budget as follows: 97.45 for school operations, 31.71 mills school bond debt service (principal and interest) and \$114,868,815 to be derived from tax collections: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux. NAYS – Mr. Flewelling and Ms. Von Harten. The motion passed.

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2014A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,100,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on second reading an ordinance authorizing the issuance and sale of General Obligation Bonds, Series 2014A, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$17,100,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.

Motion to amend by addition: It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council add the words, “or General Obligation Bond Anticipation Notes.” The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Von Harten temporarily left the room and was not present for the vote. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by addition: Council approve on second reading an ordinance authorizing the issuance and sale of General Obligation Bonds or General Obligation Bond Anticipation Notes, Series 2014, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$17,100,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Von Harten temporarily left the room and was not present for the vote. The motion passed.

The Chairman announced a public hearing Monday, June 23, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION BONDS, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,350,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on second reading an ordinance authorizing the issuance and sale of taxable or tax-exempt General Obligation Bonds, Series 2014B, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$2,350,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.

Motion to amend by addition: It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council add the words, “or General Obligation Bond Anticipation Notes.” The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Von Harten temporarily left the room and was not present for the vote. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by addition: Council approve on second reading an ordinance authorizing the issuance and sale of General Obligation Bonds or General Obligation Bond Anticipation Notes, Series 2014B, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$2,350,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Von Harten temporarily left the room and was not present for the vote. The motion passed.

The Chairman announced a public hearing Monday, June 23, 2014, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$50,000 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM

This item comes before Council under the Consent Agenda. Discussion occurred at the May 27, 2014 meeting of the Finance Committee.

It was moved by Mr. Caporale, as Finance Committee Chairman (no second required), that Council approve on first reading an ordinance to appropriate funds not to exceed \$50,000 from the local (3%) accommodations tax funds to the South Carolina Department of Parks, Recreation and Tourism. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO ADOPT THE 2014 BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE WITH PROCEDURES TO ENGAGE IN A SIX MONTH AND ONE YEAR EVALUATION AND REVIEW

Council agreed to bifurcate the ordinance. The first motion is to approve the funding to test the applicability of the Community Development Code. The second motion is to consider first reading approval of the Community Development Code.

Main motion (Testing applicability of the Community Development Code): It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council appropriate \$35,000 from fund balance to engage the services of a professionally qualified team of private sector experts experienced in land development planning to test the applicability of the Community Development Code.

Motion to amend by substitution: It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Council engage the free services of the Hilton Head Area Home Builders Association to test the applicability of the Community Development Code. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Fobes, Mr. Stewart and Mr. Vaux. NAYS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville and Ms. Von Harten. The motion failed.

Vote on the main motion: Council appropriate \$35,000 from fund balance to engage the services of a professionally qualified team of private sector experts experienced in land development planning to test the applicability of the Community Development Code. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mr. Caporale and Mr. Vaux. The motion passed.

Main motion (Consideration of first reading approval of the Community Development Code): It was moved by Mr. Flewelling, as Natural Resources Committee Chairman (no second required), that Council approve on first reading an ordinance to adopt the 2014 Beaufort County Community Development Code with procedures to engage in a six-month and one-year evaluation and review.

Motion to amend by addition: It was moved by Mrs. Bensch, seconded by Mr. Caporale, that Council retain Planned Unit Development as a separate section in Division 2.3, Traditional Community Plans. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Fobes and Mr. Vaux. NAYS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion failed.

Vote on the main motion: Council approve on first reading an ordinance to adopt the 2014 Beaufort County Community Development Code with procedures to engage in a six-month and one-year evaluation and review. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville and Ms. Von Harten. NAYS - Mrs. Bensch, Mr. Stewart and Mr. Vaux. The motion passed.

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR LIMITED DEVELOPMENT OR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO (RURAL AND CRITICAL LANDS PROGRAM)

Main motion: It was moved by Mr. Flewelling, as Natural Resources Committee Chairman (no second required), that Council approve on first reading an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for limited development or preservation purposes and to pay certain costs and debt service related thereto.

Motion to amend by deletion: It was moved by Mr. Vaux, seconded by Mr. Flewelling, that Council delete the words, “or reasonable and responsible economic development.”

Motion to extend: It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council extend the meeting beyond 8:00 p.m.

The Chairman did not call for a vote on the motion to extend beyond 8:00 p.m.

Vote on the motion to amend by deletion: Council delete the words, “or reasonable and responsible economic development.” YEAS – Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr.

Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. The motion passed.

Council did not take up the main motion, as amended, due to the expiration of the June 9 session of Council.

Mr. McBride and Ms. Von Harten left the meeting at 8:00 p.m.

Motion to suspend the Rules of Procedures: It was moved by Mr. Flewelling, seconded by Mr. Vaux, that Council suspend the 8:00 p.m. automatic adjournment rule without objection from Council.

Mr. Stewart objected because several council members had left the meeting and the vote would not be representative of Council.

ADJOURNMENT

Council adjourned at 8:02 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:



Memorandum

DATE: June 20, 2014
TO: County Council
FROM: Gary Kubic, County Administrator *Gary Kubic*
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place June 9, 2014 through June 20, 2014:

June 9, 2014

- Personal leave

June 10, 2014

- Staff meeting re: Hilton Head Library community room renovations vs. technology upgrades / renovations

June 11, 2014

- Conference call with Kevin Meany, of BFG re: BFG Fiber Quote
- Staff meeting re: GSA / Federal Courthouse
- Meeting with Nancy Schilling re: Coastal Kingdom

June 12, 2014

- Staff meeting re: ETV Documentary / Promoting Beaufort County's Ecotourism
- Meeting with Rev. Venus Young re: Exemptions for Senior Citizens
- Meeting with Jon Rembold, Airports Director re: Performance Evaluation
- Anolyn Court meeting

June 13, 2014

- Follow-up meeting with staff and Thomas & Hutton - Cleland representatives re: SC Highway 170

June 16, 2014

- Employee orientation

County Council
June 20, 2014
Page 2

June 16, 2014 (continued)

- Meeting re: Status of Boundary Street Project
- Governmental Committee meeting
- Public Facilities Committee meeting
- Legislative Delegation meeting

June 17 - 20, 2014

- Gary Kubic – Personal leave



Memorandum

DATE: June 20, 2014
TO: County Council
FROM: Bryan Hill, Deputy County Administrator
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place June 9, 2014 through June 20, 2014:

June 9, 2014 (Monday):

- Meet with Monica Spells, Compliance Officer
- Meet with Councilmen Rick Caporale and Steve Fobes
- Meet with Councilman Stewart Rodman
- Prepare for County Council Meeting
- County Council

June 10, 2014 (Tuesday)--Bluffton:

- Bluffton Hours
- Attend Hilton Head Island Library Use Dollars Meeting

June 11, 2014 (Wednesday):

- Meet with Janette Williams, Senior Services
- Attend GSA / Federal Courthouse Meeting
- Bluffton Hours P.M.

June 12, 2014 (Thursday)--Bluffton:

- Bluffton Hours

June 13, 2014 (Friday)--Bluffton Hours:

- Bluffton Hours

June 16, 2014 (Monday):

- PLD

June 17, 2014 (Tuesday):

- PLD

June 18, 2014 (Wednesday):

- PLD

June 19, 2014 (Thursday):

- PLD

June 20, 2014 (Friday):

- PLD

**REAPPOINTMENTS AND APPOINTMENTS
TO
BOARDS AND COMMISSIONS**

June 23, 2014

1. Governmental Committee

① Lady's Island / St. Helena Island Fire District

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
06.23.14	David Townsend	Lady's Island	Reappoint	10 of 11 (3 rd term)

2. Natural Resources Committee

① Southern Beaufort County Corridor Beautification Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
06.09.14	Todd Theodore	Town of Hilton Head Island	Appoint	6 of 11 (1 st term)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR LIMITED DEVELOPMENT OR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO.

WHEREAS, Beaufort County has experienced a very high rate of growth during the last decade and the Beaufort County Council recognizes the need to preserve land that has scenic, natural, recreational, rural, and open space character which is deemed essential to the County's quality of life; and

WHEREAS, Beaufort County has created a citizen advisory committee known as the Beaufort County Rural and Critical Lands Preservation Board for the purpose of identifying and evaluating potential lands for preservation based upon an official criteria and ranking system established for the County; and

WHEREAS, Policy 8 under the Transportation Programs section of the Beaufort County Comprehensive Plan recognizes the fact that portions of the County's roadway system's long term capacity is constrained and additional roadway infrastructure cannot resolve all of the county's roadway capacity problems; and

Whereas, Beaufort County Council believes that there may be situations where it would be appropriate for the County to acquire lands for reasonable and responsible development purposes on properties that could otherwise potentially be developed in a manner that would be harmful to the surrounding scenic, natural, recreational, rural and open space land or that would otherwise be detrimental to county infrastructure, roadways and the goal of sustainable growth and development; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to conduct a referendum that if favorably approved by the citizens of Beaufort County, would allocate 1 mill in ad valorem taxes for the express purpose of continuing the acquisition of lands for conservation, recreation and/or reasonable and responsible development purposes; and

WHEREAS, Beaufort County forecasts that a levy of 1 mill as requested by the Beaufort County Rural and Critical Lands Preservation will raise sufficient revenue to finance the issuance of \$20,000,000 in general obligation bonds; and

WHEREAS, it is the intent of Beaufort County Council that at the time of this borrowing, the anticipated repayment shall never exceed more than 1 mill; and

WHEREAS, the purposes of the bond proceeds are to provide for and protect natural areas and open space, to protect water quality from harmful effects of over-development, to preserve land for recreational activities, to alleviate traffic congestion, to preserve farm and forest land, to preserve the rural character of Beaufort County, to protect other environmentally sensitive areas such as wetlands, marsh lands and headwater areas, ~~and to purchase properties for reasonable and responsible development purposes when those properties might otherwise be development in a manner that could be detrimental to the County.~~

NOW, THEREFORE, BE IT RESOLVED by the Beaufort County Council that pursuant to the provisions of Section 4-9-30, *et seq.* of the *Code of Laws of South Carolina*, 1976, as amended, the Beaufort County Council hereby directs the Beaufort County Board of Elections and Registration to print on the official ballot to be used in the General Election to be held on November 4, 2014 the following public question:

OFFICIAL BALLOT, REFERENDUM
GENERAL OBLIGATION BONDS, NOT TO EXCEED \$20,000,000
FOR LAND PRESERVATION TO PROTECT NATURAL LAND, FARMLAND AND
WATER QUALITY AND TO ALLEVIATE TRAFFIC CONGESTION, ~~AND TO ALLOW
FOR ACQUISITION OF LAND FOR REASONABLE AND RESPONSIBLE DEVELOPMENT
PURPOSES~~

NOVEMBER 4, 2014

“Shall Beaufort County, South Carolina issue general obligation bonds, not to exceed \$20,000,000, representing a borrowing that at no time shall exceed 1 mill in debt service repayment, for the purpose of land preservation ~~or reasonable and responsible economic development~~, by purchasing land, development rights and/or conservation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas, to protect water quality, natural lands, wildlife areas, farmland, parkland, recreational areas, coastal areas, rivers and wetlands, or to prevent incompatible development that could be detrimental to Beaufort County?”

If the voter wishes to vote in favor of the question, place a check or cross mark in the square after the words “In favor of the question”; if the voter wishes to vote against the question, place a check or cross mark in the square after the words “Opposed to the question.”

YES In favor of the question []
NO Opposed to the question []”

If this question is approved, then Beaufort County will be authorized to issue general obligation bonds in an amount not to exceed \$20 million. The bond funds will allow Beaufort County to continue to preserve open land ~~as well as acquiring land for economic development purposes~~. Bond funds may be used only for the purposes stated in the ballot question. None of the funds may be used for any other purpose, or for administrative expenses of Beaufort County. However, the County shall be permitted to expend bond funds to engage a qualifying organization(s) in the management of the Beaufort County Rural and Critical Lands Preservation Program. An annual audit will verify that the funds are used as required by law.

BE IT FURTHER RESOLVED that certified copies of this Ordinance be forwarded to the Beaufort County Board of Elections and Registration, Clerk of Beaufort County, Mayors and Clerks of Beaufort County municipalities, State legislators, Beaufort County Council, Director of Finance, Planning Director, Director of Parks and Recreation, County Auditor, and the Chairman of the Beaufort County Rural and Critical Land Preservation Board.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$50,000 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM

WHEREAS, Hunting Island State Park is located in Beaufort County, South Carolina and is operated by the South Carolina Department of Parks, Recreation and Tourism; and

WHEREAS, Hunting Island State Park attracts numerous visitors and patrons to Beaufort County, South Carolina; and

WHEREAS, through Local (3%) Accommodations Taxes Beaufort County desires to support tourism-related activities including, but not limited to, parks, recreational facilities, civic centers, coliseums, aquariums, tourism-related cultural, recreational, or historical facilities, beach access and renourishment, highways, roads, streets and bridges providing access to tourist destinations, advertisements and promotions related to tourism development, water and sewer infrastructure to serve tourism-related demand, police, fire protections, emergency medical services and emergency-preparedness operations directly attendant to the foregoing facilities in order to promote and further encourage tourism in the County; and

WHEREAS, Beaufort County recognizes the need for lifeguard services at Hunting Island State Park to further promote tourism – related activities and to provide for the health, safety and welfare of the patrons and visitors; and

WHEREAS, with the assistance of the County’s financial contribution the South Carolina Department of Parks, Recreation and Tourism shall be responsible for the hiring and implementation of the lifeguards at Hunting Island State Park.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that Beaufort County hereby allocates an amount up to fifty thousand dollars (\$50,000) annually from Local (3%) Accommodations Tax for the purpose of allowing the South Carolina Department of Parks, Recreation and Tourism to hire and provide lifeguard services at Hunting Island State Park as appropriate to protect the health, safety and welfare of the patrons.

DONE, this ____ day of July, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney
First Reading: June 9, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

ORDINANCE 2014 /

AN ORDINANCE TO ADOPT THE 2014 BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE WITH PROCEDURES TO ENGAGE IN A SIX MONTH AND ONE YEAR EVALUATION AND REVIEW.

WHEREAS, the Beaufort County Council adopted the Beaufort County Comprehensive Plan on January 10, 2011; and

WHEREAS, the Beaufort County Planning Commission on May 5, 2014 forwarded a duly written Community Development Code to County Council; and

~~WHEREAS, the County Council has engaged the services of a professionally qualified team of private sector experts experienced in land development planning to test the applicability of the Community Development Code; and~~

WHEREAS, the County Council has determined that the Community Development Code will effectively implement the Beaufort County Comprehensive Plan.

NOW, THEREFORE, Be It Ordained that the Beaufort County Council:

1. Adopts the Beaufort County Community Development Code dated _____, 2014; and
2. Adopts the Zoning Maps attached to the Community Development Code dated _____, 2014; and
3. Adopts procedures for a six-month and one-year evaluation and review as described on the attached memorandum from the Planning Director and the County Administrator dated _____, 2014.

Adopted this _____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: June 9, 2014

Second Reading:

Public Hearing:

Third and Final Reading:

ORDINANCE NO. _____

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE

WHEREAS, Act 283 of 1975, The Home Rule Act, vested Beaufort County Council with the independent authority to control all acts and powers of local governmental authority that are not expressly prohibited by South Carolina law; and

WHEREAS, Article V, Section 46 – 151 through Section 46 -163 was adopted in 1990 by Beaufort County Council to develop a database of information concerning the location and disposal of hazardous materials in the County; and

WHEREAS, Beaufort County Council believes to best provide for the health, safety, and welfare of its citizens it is appropriate to amend Article V, Section 46 – 151 through Section 46 - 163 of the Beaufort County Code and to provide for additional terms to said Article; and

WHEREAS, text that is underscored shall be added and text ~~lined through~~ shall be deleted text; and

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that Section 46 of the Beaufort County Code is hereby amended and replaced with the following:

Sec. 46-151. Purpose.

- (a) It is the intent of this article to develop a database of information concerning the location and disposal of hazardous materials in the county. This database will be used to protect firefighters and emergency personnel from injury or death occurring from an explosion or fire because of unknown dangerous materials present.
- (b) It is further intended to use this database to protect the natural environment through the monitoring of use and disposal of hazardous materials within the county.
- (c) It is further intended to locate and identify those businesses that should report extremely hazardous substances under SARA, title III, in order to form site plans and ensure compliance.

(Code 1982, § 8-41)

Sec. 46-152. Scope.

- (a) This article shall apply to all materials that are highly flammable or that may react to cause fires or explosions or that, by their presence, create or augment a fire or explosion hazard or that, because of the toxicity, flammability, or liability of

explosion, render firefighting, rescue or public safety operations abnormally dangerous or difficult or create a threat to public health or safety. This article shall also apply to flammable or combustible liquids that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include such materials as flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive materials, poisonous gases and hazardous materials known or suspected of chronic toxicity, as defined in this article. However, this article shall not include heating fuels, lubricating oils, hydraulic oils, lubricating greases or compressed gases for residential use.

- (b) The storing, handling and dispensing of materials covered by this article shall be pursuant to the requirements of any and all applicable local, state and federal codes.
- (c) This article recognizes that transporters of hazardous materials must comply with all United States Department of Transportation regulations, such hazardous materials regulations governing both interstate and intrastate activities.

(Code 1982, § 8-42)

Sec. 46-153. Applicability of Classes and Divisions; Extremely Hazardous Substances; Registration Categories.

- (a) For the purposes of this article, the following divisions, as identified by the United Nations Classification System, shall apply:

<i>Class 1</i>	<i>Explosives</i>
1.1	Explosives with a mass explosion hazard
1.2	Explosives with a projection hazard
1.3	Explosives with a predominantly fire hazard
1.4	Explosives with no significant blast hazard
1.5	Very insensitive explosives
<i>Class 2</i>	<i>Gases</i>
2.1	Flammable gases (can be ignited very easily)
2.2	Nonflammable gases
2.3	Poison gases (any gas of such nature that a small amount of the gas, when mixed with air, is dangerous to life)

Class 3	<i>Flammable Liquids</i>
3.1	Flashpoint below minus 18° C (0° F)
3.2	Flashpoint minus 18° C and above but less than 23° C (73° F)
3.3	Flashpoint of 23° C and up to 61° C (141° F)
Class 4	<i>Flammable Solids; Spontaneously Combustible Materials; Materials Dangerous When Wet</i>
4.1	Flammable solids (a solid substance, other than one classified as an explosive, which is liable to cause fires through friction, through absorption of moisture, through spontaneous chemical changes, or as a result of retained heat from manufacturing or processing)
4.2	Spontaneously combustible materials
4.3	Materials that are dangerous when wet
Class 5	<i>Oxidizers and Organic Peroxides</i>
5.1	Oxidizers (evolves oxygen either spontaneously or with mild heating)
5.2	Organic peroxides
Class 6	<i>Poisonous and Etiologic (Infectious) Materials</i>
6.1	Poison A: A liquid so toxic that an extremely small amount of the vapor formed by the liquid is dangerous to life
	Poison B: Less toxic liquids and solids that are hazardous either by contact with the body (skin absorption) or by ingestion
	Poison C: Liquids or solids that evolve toxic or strongly irritating fumes when heated or when exposed to air
6.2	Etiological (infectious) materials
Class 7	<i>Radioactive Materials</i>
	Any material or combination of materials that spontaneously emits ionizing radiation
Class 8	<i>Corrosives</i>
	Any acids, alkaline caustic liquids, and other corrosive liquids which, when in contact with living tissue, will cause severe damage of such tissue by chemical action; in case of leakage will materially damage or destroy other containers of other hazardous commodities by chemical action and cause the release of their contents; or are liable to cause fire when in contact with organic matter or with certain materials
Class 9	<u>Miscellaneous Hazardous Materials/Other Regulated Materials (ORM) (NEW)</u>
	<u>Materials that present a hazard during transportation but do not meet other hazard class definitions. (i.e., asbestos, dry ice, polymeric beads, PCBs)</u>

- (b) Extremely hazardous substances are those substances designated as such by the administrator of the United States Environmental Protection Agency.
- (c) For the purposes of registration, the following registration categories are hereby established and defined:
 - (1) *Category A* includes any facility which uses, produces or stores any amount of extremely hazardous substance, as defined by section 304 of the Emergency Planning and Community Right-to-Know Act of 1986 (SARA title III), and meets or exceeds the reportable quantities under the extremely hazardous substances list, or under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 list.
 - (2) *Category B* includes any facility which produces hazardous chemicals and/or stores hazardous chemicals for wholesale and/or any facility which uses hazardous chemicals, as defined in subsection (a) of this section, and meets or exceeds quantities listed in subsection (f) of this section.
 - (3) *Category C* includes any facility which handles or stores any hazardous chemical, as defined in subsection (a) of this section, and meets or exceeds quantities listed in section (f) of this section for retail sale to the general public.
- (d) For the purpose of registration, the term hazardous chemicals does not include the following:
 - (1) Any food, food additive, color additive, drug or cosmetic regulated by the Food and Drug Administration.
 - (2) Any substance to the extent it is used for personal, family or household purposes.
 - (3) Any substance to the extent it is used in a medical research laboratory or a hospital or other medical facility under the direct supervision of a technically qualified individual.
 - (4) Any substance to the extent it is used by a food service facility in the preparation of such food for human consumption.
 - (5) Any substance to the extent it is stored and used by the facility for janitorial and housekeeping purposes only.
- (e) This article shall not apply to farmers, provided their storing, handling, and use of hazardous materials is for farming purposes only.
- (f) A registration shall be required for the use, handling, production, and/or storage of any quantity of hazardous chemicals, as defined under subsection (a) of this section, which meets or exceeds the following amounts. **NOTE: ~~A registration shall also be required for those facilities which adhere to Category A in subsection (c)(1) of this section:~~**

Classification	Division	Amount
Class 1	1.1	Any
	1.2	Any
	1.3	Any
	1.4	Any
	1.5	Any
Class 2	2.1	100 lbs. 50 lbs.
	2.2	None 50 lbs.
	2.3	Any
Class 3	3.1	55 gals. 25
	3.2	55 gals. 25
	3.3	55 gals. 25
Class 4	4.1	10 lbs.
	4.2	10 lbs.
	4.3	10 lbs.
Class 5	5.1	200 lbs.
	5.2	10 lbs.
Class 6	6.1	Any
	6.2	Any
Class 7		Any
Class 8		55 gals. 25
<u>(NEW) Class 9</u>		<u>Any</u>

(Code 1982, § 8-43)

Sec. 46-154. Enforcement and Administration.

The county emergency preparedness department **Emergency Management Division of the Beaufort County Sheriff's Office** will be responsible for the administration of this article and maintaining registrations.

(Code 1982, § 8-44)

Cross reference— Administration, ch. 2.

Sec. 46-155. Official's Right of Entry.

- (a) The appropriate official designated by the county administrator or his authorized representative (~~i.e., Fire Marshal in the appropriate jurisdiction~~) may, at all reasonable times, request access to any building, whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the sections of this article, and if denied and a belief exists as to probable cause that hazardous materials are present, such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises from conducting business or storing the product in question.
- (c) No person, owner or occupant of any building or premises shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator or a duly authorized agent for the purpose of inspections pursuant to this article. Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a fine of ~~\$200.00~~ **\$500** or 30 days in jail for each offense.

(Code 1982, § 8-45)

Sec. 46-156. Sampling Permitted.

Under this article, the appropriate official may verify the contents of any chemical container by taking a sample for analysis if the holder or owner of a chemical container is unable to identify or substantiate the contents through the production of trade-accepted manifests and/or acceptable documentation.

(Code 1982, § 8-46)

Sec. 46-157. Vehicle Inspection.

No material shall be transported in any vehicle which has physical, mechanical or electrical defects that could cause or contribute to fire or explosion or which is

improperly placarded, as provided in the United States Department of Transportation regulation. The appropriate official designated by the county administrator and any county law enforcement officer shall have the authority to inspect a vehicle transporting materials for such defects or violations and shall prohibit a defective vehicle or improperly placarded vehicle from transporting materials on roads and highways within the county.

(Code 1982, § 8-47)

Cross reference— *Traffic and vehicles, ch. 70.*

Sec. 46-158. Disposal.

Disposal of hazardous materials shall be by methods meeting all requirements of state and federal law. Upon registration of hazardous materials, a list of materials for disposal, method of disposal and location of disposal shall be supplied.

(Code 1982, § 8-48)

Sec. 46-159. Registration and Fees Required.

- (a) A fee shall be paid for initial registration pursuant to this article. An annual renewal fee shall be paid by January 1 of each year. Only one registration is required per facility per year. The fee schedule shall be as follows:

Category	Initial Registration	Renewal Registration
A	\$300.00	\$200.00
B	150.00	100.00
C	100.00	50.00

- (b) No registration shall be valid after December 31 of the year in which it was issued.
- (c) **Those who have not paid their renewal fee by January 1st shall be subject to a late fee of double their annual renewal fee. (i.e., Category A = \$400, Category B = \$200, Category C = \$100)**
- ~~(e)~~ **(d)** Government agencies are exempted from the fees but are not exempted from compliance.
- ~~(d)~~ **(e)** Registrations are nontransferable.

(Code 1982, § 8-49)

Sec. 46-160. Disposition of Fees Collected.

- (a) All fees collected pursuant to this article shall be turned in to the county treasurer and credited to the county's general fund.
- (b) The funds generated by this article will be allocated to the Local Emergency Planning Committee as described by the Community Right-to-Know Act of 1986 (SARA title III). The Committee will use these funds to purchase hazardous materials equipment, to develop a hazardous materials response capability and to conduct training needed for combating all hazardous materials incidents.

(Code 1982, § 8-50)

Sec. 46-161. Notices and Orders.

Whenever ~~the~~ a **Fire Marshal in his/her appropriate jurisdiction**, or a duly authorized agent designated by the county administrator finds, in any building or upon any premises, dangerous or hazardous conditions or materials, there shall be issued such Notice ~~or~~ and Orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

(Code 1982, § 8-51)

Sec. 46-162. Violations and Penalties.

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article who fails to rectify any violation of this article on premises under his control or who fails to take immediate action to abate a violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative shall be guilty of a misdemeanor and upon conviction sentenced to a fine of ~~\$200.00~~ \$500 or 30 days in jail for each offense.
- (b) Any person failing to register materials or pay the registration or renewal fee covered by this article is in violation of the article and is subject to the penalties and fees as outlined in subsection (a) of this section.

(Code 1982, § 8-52)

Sec. 46-163. Reimbursement of County's Costs.

If a spill or release of any hazardous material, as defined by this article, occurs which would require the county to commit its hazardous material resources, the party responsible for such spill or release shall pay all costs incurred by the county, including all legal fees, in its efforts to mitigate any risks to life, property and/or the environment

caused by such spill or release. The county administrator or his designee shall have the sole authority to commit the county's hazardous material resources.

(Code 1982, § 8-53)

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective upon approval at third and final reading by Beaufort County Council.

DONE, this _____ day of _____ 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

BEAUFORT COUNTY ORDINANCE NO. _____

AN ORDINANCE TO IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN BEAUFORT COUNTY, PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT, S.C. CODE ANN. 4-10-300, ET SEQ.; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF SUCH TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE FOR THE MAXIMUM AMOUNT OF GENERAL OBLIGATION BONDS TO BE ISSUED IN ORDER TO FINANCE THE CAPITAL PROJECTS AUTHORIZED HEREUNDER SUCH BONDS TO BE PAYABLE FROM, AND SECURED BY, THE CAPITAL PROJECT SALES AND USE TAX AUTHORIZED HEREBY AS WELL AS THE FULL FAITH, CREDIT AND TAXING POWER OF BEAUFORT COUNTY; TO PROVIDE THE MAXIMUM COST OF THE PROJECTS OR FACILITIES FUNDED FROM THE PROCEEDS OF SUCH TAX OR BONDS AND THE MAXIMUM AMOUNT OF NET PROCEEDS TO BE RAISED BY SUCH TAX FOR THE PAYMENT OF THE COST OF SUCH PROJECTS OR FOR THE PAYMENT OF DEBT SERVICE ON ANY BONDS ISSUED TO PAY SUCH COSTS; TO PROVIDE FOR A COUNTYWIDE REFERENDUM AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTION IN SUCH REFERENDUM; TO PROVIDE CONDITIONS PRECEDENT TO THE IMPOSITION OF SUCH TAX AND CONDITIONS OR RESTRICTIONS ON THE USE OF SUCH TAX REVENUE; TO ESTABLISH THE PRIORITY, AND EXCEPTIONS THERETO, IN WHICH THE NET PROCEEDS OF SUCH TAX, IF APPROVED IN A REFERENDUM, ARE TO BE EXPENDED FOR THE PROJECTS AND PURPOSES STATED; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM BY THE BEAUFORT COUNTY BOARD OF ELECTIONS AND VOTER REGISTRATION, TO PROVIDE FOR THE ADMINISTRATION OF SUCH TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF SUCH TAX; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE BEAUFORT COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, IN PUBLIC MEETING DULY ASSEMBLED:

Section 1. Recitals and legislative findings. As an incident to the adoption of this Ordinance, the Beaufort County Council of Beaufort County, South Carolina (the "County Council") has made the following findings:

(a) The South Carolina General Assembly has enacted the Capital Project Sales Tax Act, S.C. Code Ann. 4-10-300 et seq. (the "Capital Project Sales Tax Act" or " Act"), pursuant to which the County governing body may impose a one percent sales and use tax by ordinance, subject to a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money, and pursuant to which Beaufort County may utilize the revenues from such tax to pay directly and, or, to pay the debt service on any bonds issued by the County to pay the cost of any projects authorized by such Capital Project Sales Tax Act.

(b) The County Council, as the governing body of the County, is authorized to create a commission subject to the provisions of the Capital Project Sales Tax Act for the purpose of considering proposals for funding capital projects within the County area and the formulation of a referendum question which is to appear on the ballot. The County Council adopted a Resolution pursuant to the Capital Project Sales Tax Act creating the Beaufort County Capital Sales Tax Commission (the "Commission") for the purpose of considering proposals for funding capital projects within the County and the formulation of a referendum question which is to appear on the ballot. Members of the Commission were appointed by the County Council and by the municipalities of Beaufort County in accordance with the provisions of the Capital Project Sales Tax Act.

(c) The Commission has considered proposals for funding of one or more capital projects within the County and the Commission has, by vote taken in public meetings duly advertised, identified the purpose for which the proceeds of the proposed capital projects sales and use tax shall be used and, in furtherance thereof, approved the projects described in this ordinance, established the maximum time for which the sales and use tax may be imposed at five (5) calendar years, established the maximum aggregate principal amount of general obligation bonds to be issued to finance the projects approved herein and specified that the proceeds of the tax may be pledged to the payment of any such bonds, authorized that grants, if any, may be applied towards the payment of any portion of the cost of a project; established the maximum cost of the projects to be paid from the proceeds of such tax and/or bonds and the maximum amount of net proceeds expected to be raised by the tax and used to pay the cost of such projects or debt service and costs of issuance relating to such bonds, established conditions precedent to the imposition of the sales and use tax and conditions and restrictions on the use of sales and use tax revenue collected pursuant to the Capital Project Sales Tax Act, established the priority in which the net proceeds of the sales and use tax are to be expended for the purposes stated, and formulated the ballot question that is to appear on the ballot pursuant to S.C. Code §4-10-330(D) (1976, as amended) of the Capital Project Sales Tax Act.

(d) The Beaufort County Council finds that the imposition of a capital projects sales and use tax in the County, subject to the limitations specified in this ordinance and for the purpose of paying, either directly or through payment of debt service on general obligation bonds, the proceeds of which are used to pay all reasonable or necessary expenses incidental to the purchase, acquisition, construction, repair, alteration, improvement of the projects including without

limitation the expenses of studies; land title and mortgage title policies, architectural, engineering and construction management services; legal, accounting, organizational marketing or other special services related to the financing of the projects and issuance of bonds, if any; financial or underwriting fees and expenses incurred in connection with issuing bonds; rating agencies' fees; initial trustee and paying agent fees; recording and filing fees; and all other necessary and incidental expenses as more specifically described in Subsection 3.2 hereof (the "Capital Projects"), all of which the Council finds will serve the proper public and corporate purposes of Beaufort County and its municipalities by enhancing the safety, efficiency and aesthetics of the public infrastructure of Beaufort County, thereby promoting public health and safety, desirable living conditions and economic development within the County and meeting the future needs of the County and its citizens.

Section 2. Adoption of Commission Report. Except as provided by law and to the extent that the Report of the Beaufort County Capital Sales Tax Commission is inconsistent with the terms, conditions and provisions of this Ordinance, the capital projects itemized in the report of the Beaufort County Capital Sales Tax Commission me hereby approved and adopted.

Section 3. Adoption of Capital Projects Sales and Use Tax Subject to Referendum

3.1. A capital projects sales and use tax, as authorized by the Capital Project Sales Tax Act, S.C. Code §4-10-300 *et seq.* is hereby imposed in the County, subject to a favorable vote of a majority of the qualified electors voting in a special referendum on the imposition of such tax to be held in Beaufort County on November 4, 2014 (the "Referendum"), and to the restrictions and limitations set forth in this Ordinance.

3.2 The capital projects sales and use tax authorized by this Ordinance shall be expended for the purpose of paying, either directly or through payment of debt service on general obligation bonds, the proceeds of which are used to pay, the cost of the designing, engineering, constructing, expanding, relocating and improving the Capital Projects which shall include the following approval by the Commission:

- Purchase of the Port of Port Royal, South Carolina - \$17,000,000
 - Condition: If the Port of Port Royal property is purchased for less than the amounts authorized herein by the Capital Project Sales and Use Tax, the difference will be allocated towards the construction of public infrastructure on the Port of Port Royal site.
 - Condition: If the Port of Port Royal property is subsequently sold for an amount greater than the amounts authorized herein by the Capital Project Sales and Use Tax, the difference will be allocated towards the construction of public infrastructure on the Port of Port Royal site.
- Parris Island Gateway/Savannah Hwy Intersection Improvements - \$750,000
- Depot Road Sidewalk Installation - \$500,000
- Hilton Head Island Road Resurfacing - \$5,000,000
- City of Beaufort Downtown Parking Garage/Waterfront Park Expansion - \$19,500,000
- Construction of an Arena on the University of South Carolina Beaufort Campus - \$24,000,000

- Technical College of the Lowcountry Building Replacement - \$6,000,000
- City of Beaufort Southside Park Improvements- \$2,100,000
- Bluffton Parkway Phase 5B Construction - \$28,000,000
- Safe Routes To School Pathways \$17,000,000
 - Burnt Church Rd & Ulmer Road - \$3,750,000
 - Joe Frazier Road - \$7,000,000
 - Meridian Road - \$1,500,000
 - Middle Road/Coosa - \$2,000,000
 - Stuart Point - \$2,000,000
 - Alljoy Road - \$750,000
- Bluffton Parkway Phase 6 (Planning & Engineering) - \$3,000,000
 - Condition: Beaufort County will contribute \$3,000,000 of the estimated \$5,000,000 necessary to conduct the planning and engineering necessary for Phase 6 of Bluffton Parkway if Jasper County contributes \$2,000,000 to this effort.
- Installation of Flashing Yellow Traffic Signals and Traffic Signal Battery Backup - \$1,000,000
- May River Water Quality Initiatives - \$19,000,000
- Installation US 278 Traffic Adaptive Signals - \$300,000
- US 278 Initiatives (Planning & Engineering of Bridges replacement, Windmill Harbour/ Pinckney Island Connection/CC Haigh Boat Landing, Access Management, widening US 278 from HHI Bridges to Squire Pope Road) - \$24,000,000
- Construction of a Sports Complex at the University of South Carolina Beaufort Campus - \$16,500,000
- Purchase of Property for the Creation of the Yemassee Rail Industrial Park - \$23,000,000
- Hilton Head Island Ward 1 Sewer Installation Projects - \$3,400,000
- Traffic Signal Mast Arm Upgrades - \$2,000,000
- US 21 Woods Memorial Bridge & Ribaut Road Interactive Traffic System Initiatives - \$400,000
- Spanish Moss Trail - \$9,000,000

TOTAL ESTIMATED COST OF ALL PROJECTS: \$221,450,000

3.3. The capital projects sales and use tax authorized herein shall be imposed for a period not to exceed eight (8) years from the date of imposition.

3.4. Subject to the provisions of Section 4 of this ordinance, the maximum aggregate principal amount of bonds to be issued to pay the cost of the Capital Projects is \$XXXXXXXX and it is anticipated that the capital projects sales and use tax authorized hereby will be pledged to the payment of debt service with respect to such bonds. In addition, the County may accept any grants and any other lawful sources of funds to apply to or pay for the Capital Projects provided herein. The maximum cost of the Capital Projects to be funded from the proceeds of the capital projects sales and use tax (including costs relating to the bonds) is \$XXXXXXXX, the maximum amount of bonds to be issued is \$XXXXXXXX and the maximum amount of net proceeds anticipated to be used to pay such cost or debt service shall be \$XXXXXXXX

which includes the repayment of a principal amount of bonds of \$XXXXXXXXXX and interest and expenses relating thereto of not exceeding \$XXXXXXXXXX.

3.5. The sales and use tax imposed herein shall be imposed only if approved by a majority of qualified electors voting in favor of imposing such tax for the stated purposes in the Referendum. The imposition of such tax shall be subject to the additional conditions and restrictions set forth in this Ordinance and as otherwise imposed by law. The bonds referred to herein shall only be issued only if approved by a majority of qualified electors voting in favor thereof as part of the Referendum.

3.6. It is anticipated that the components of the Capital Projects will be funded to the extent practicable simultaneously from the proceeds of tax revenues and, or, general obligation bonds(s). If sufficient funds are not available to fund completely all components of the Capital Projects simultaneously or in the order provided herein, the County Council shall, by subsequent resolution or resolutions, approve funding for the Capital Projects as funds become available using the system set forth in this Subsection 3.6. The County will fund portions of the Capital Projects as may be necessary to fulfill the conditions of any grant associated with such portion of construction. The County will utilize any remaining funds to undertake those components of the Capital Projects in the most orderly means available. The County shall not commence construction on any component of the Capital Projects unless and until it has arranged funding for completion of such portion of the Capital Project.

3.7 If a sales and use tax is approved by a majority of the qualified electors voting in the Referendum, such tax is to be imposed on the first day of May, 2015, provided the Beaufort County Voter Registration and Election Commission shall certify the results and the County Council shall by resolution declare the results of the referendum and certify such results to the South Carolina Department of Revenue timely.

3.8. The capital projects sales and use tax imposed by this ordinance, if approved in the referendum conducted on November 2,2004, shall terminate on the earlier of: (1) the final day of the eighth (8th) calendar year following imposition of the tax; or (2) the end of the calendar quarter during which the Department of Revenue receives a certificate from the County Administrator indicating that no more bonds approved in the referendum remain outstanding that are payable from the sales tax and that all the amount of the costs of the Capital Projects will have been paid upon application of the net proceeds during such calendar quarter.

3.9. Amounts of sales and use tax collected in excess of the required net proceeds must be applied, if necessary, to complete the Capital Projects; otherwise, the excess funds must be credited to the general fund of the governmental entity or entities receiving the proceeds of the tax, in the proportion in which they received the net proceeds of the tax while it was imposed.

3.10. The capital projects sales and use tax levied pursuant to this ordinance must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

3.11. The tax authorized by this ordinance is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this ordinance. The tax imposed by this ordinance also applies to tangible personal property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

3.12. The capital projects sales and use tax authorized by this ordinance shall be administered in all respects in accordance with the Capital Project Sales Tax Act and as otherwise required by law.

Section 4. Authorization to Issue General Obligation Bonds Payable from the Proceeds of the Caps:

4.1. There is hereby authorized to be issued from time to time in one or more series a maximum of \$XXXXXXXXX aggregate principal amount of general obligation bonds of the County. Such bonds shall be secured by the full faith, credit and taxing power of the Beaufort County and by the proceeds of the capital project sales and use tax authorized hereby. Bonds issued pursuant to this ordinance shall not be counted toward the Beaufort County's 8% constitutional debt limitation.

4.2 Anything herein to the contrary notwithstanding, nothing in this ordinance shall be construed as prohibiting the County from issuing revenue bonds to pay for any portion of the Capital Projects to the extent that the County identifies an appropriate source of revenue to be pledged to the payment of such bonds.

Section 5. Capital Project Sales and Use Tax Referendum: Ballot Question.

5.1. The Voter Registration and Election Commission of Beaufort County shall conduct a referendum on the question of imposing a capital projects sales and use tax in the area of the County on Tuesday, November 2, 2004, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina. The Beaufort County Voter Registration and Election Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot with the list of capital projects and the cost of projects, and shall publish such election and other notices as are required by the Capital Project Sales Tax Act.

5.2. The question to be included on the ballot of the referendum to be held in the Beaufort County on November 2, 2004, must read substantially as follows:

OFFICIAL BALLOT
GENERAL ELECTION
BEAUFORT COUNTY, SOUTH CAROLINA
NOVEMBER 4, 2014

Beaufort County One Percent Capital Projects Sales Tax Referendum

Local Question #1

MUST A SPECIAL ONE PERCENT SALES AND USE TAX BE IMPOSED IN BEAUFORT COUNTY FOR NOT MORE THAN EIGHT (8) YEARS TO RAISE THE AMOUNTS SPECIFIED FOR THE FOLLOWING PURPOSES?

INSERT PROJECT LIST AND CORRESPONDING AMOUNTS

TOTAL ESTIMATED COST OF ALL PROJECTS: \$XXXXXXXXXX

In order to pay the costs of the capital projects pending receipt of the sales tax revenues, must the County also be authorized to issue not exceeding \$XXXXXXX of its general obligation bonds and pledge the proceeds of sales tax, if authorized, to the payment thereof?

The maximum amount of net proceeds of the tax which may be used to pay the cost or debt service on the bonds must not exceed \$XXXXXXXX. The maximum amount of sales tax that may be collected must not exceed the sum of \$XXXXXXXXXX which includes the direct costs of the capital projects plus the amount of \$XXXXXXXXXX being the maximum amount of cost or debt service on bonds that may be paid from such source. "The \$XXXXXXXXXX is to be repaid from the net proceeds of the sales and use tax and if such sales and use tax is inadequate to repay the \$XXXXXXXXXX, any balance shall be paid by Beaufort County.

CONDITIONS AND RESTRICTIONS ON THE USE OF SALES AND USE TAX REVENUE COLLECTED UNDER THE CAPITAL PROJECT SALES TAX ACT: The capital projects sales and use tax shall be expended for design, engineering, construction or improvement of the highways, roads, streets, bridges, parks and other capital projects listed above. Net proceeds of the capital project sales and use tax, if approved, must be expended for the purposes stated in the priority listed; provided, however, that the order of funding of the projects may be adjusted on the basis of construction schedules or other events that may affect the schedule for any particular project; and provided that multiple projects may be funded simultaneously based on the formula or system contained in the ordinance adopted by the Beaufort County Council which shall include the authority to pay directly the cost of such projects or to issue bonds and/or to borrow funds in advance of receiving the net proceeds of the one percent sales and use tax, the estimated cost of such bonds or other borrowing not to exceed \$XXXXXXXXXX. The expenditure of revenues from the capital projects sales and use tax, if approved, shall be subject to acquisition of title, right-of-way, design and engineering considerations, environmental issues, the discovery of historic sites or endangered species, the receipt of necessary permits, funding of projects from other sources, bids in excess of project estimates, qualifications of bidders, cost overruns, exhaustion or insufficiency of net sales and use tax revenues to complete all projects in the order and priority provided herein and other unforeseen circumstances and conditions.

INSTRUCTIONS TO VOTERS: All qualified electors desiring to vote in favor of imposing the tax for the stated purposes and authorizing the general obligation bonds in connection therewith as outlined above and subject to the limitations and conditions set forth above shall vote "YES"

and all qualified electors opposed to levying the tax and issuing such general obligation bonds shall vote "NO".

_____ YES

_____ NO

5.3. In the referendum on the imposition of a special projects sales and use tax in the County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes and issuing the general obligation bonds shall vote "Yes" and all qualified electors opposed to levying the tax shall vote "No". If a majority of the votes cast is in favor of imposing the tax, then the tax should be imposed as provided in the Capital Project Sales Tax Act, S.C. Code Ann, 4-10-300 et seq. Expenses of the referendum shall be paid by the County.

5.4. Upon receipt of the returns of the referendum, the County Council shall, by resolution, declare the results thereof. The results of the referendum, as declared by resolution of the County Council, shall not be open to question except by suit or proceeding instituted within thirty (30) days from the date the County Council shall adopt a resolution declaring the results of such referendum.

Section 6. Imposition of Tax Subject to Referendum. The imposition of a capital projects sales and use tax in the County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a capital projects sales and use tax in the area of the County in a referendum to be conducted by the Beaufort County Voter Registration and Election Commission on November 2, 2004 and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a capital projects sales and use tax to the provisions of this ordinance.

Section 7. Effective Date. Except as otherwise provided by law, this ordinance shall take effect immediately upon adoption.

AND SO IT IS ORDAINED, this 11th day of August, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

Beaufort County Capital Project Sales Tax Commission

*Craig Forrest
Chairman*

*Scott Richardson
Vice-Chairman*

Commission Members:

*Mike Covet
Scott Graber
Jeffrey Robinowich
Bill Robinson*

June 10, 2014

Dear Members of Beaufort County Council:

On behalf of the 2014 Capital Project Sales Tax Commission, I would like to take this time to thank you for the opportunity in identifying the proposed Capital Improvement Projects presented to the Commission that would best serve the health and safety of Beaufort County residents and visitors.

Over the past two and half month time period, the Commission heard presentations from various municipalities, organizations and private citizens on what changes and additions they believed were important to improving their community. After listening and debating among each other, the Commission has developed a list of 21 projects totaling \$221M that we believe will better Beaufort County as a whole. In addition, the Commission has produced language that would appear on the November ballot for a sales tax referendum lasting no more than eight (8) years or until \$221M is collected, whichever occurs first, if Beaufort County Council so agrees.

I would also like to thank the Commission members for their time, diligence and hard work through this process. They took the time to analyze each project presented, and made decisions based on what would affect all Beaufort County taxpayers.

Sincerely,



J. Craig Forrest
Capital Project Sales Tax Commission Chairman

2014 CAPITAL PROJECT SALES TAX COMMISSION

Final List of Projects



US 278 Initiatives

- ▣ Cost = \$24M
- ▣ Planning & Engineering of Hilton Head Island Bridges replacement
- ▣ Windmill Harbour/Pinckney Island Connection/CC Haigh Boat Landing entrance & exit improvement
- ▣ Median modifications to 4 intersections between Hilton Head BMW and the Gatherings along US 278
- ▣ Widening US 278 from the HHI Bridges to Squire Pope Road



Bluffton Parkway Phase 5B Realignment

- ▣ Cost = \$28M
- ▣ New construction straightening 3 miles of Bluffton Parkway between Buckwalter Parkway and Buck Island Road
- ▣ Allow more efficient pathway for motorists traveling along Bluffton Parkway from SC 170 to Buck Island Road
- ▣ This project was approved by taxpayers during the 2006 referendum but was not completed due to insufficient funds from impact fees



Bluffton Parkway Phase 6

- ▣ Cost = \$3M
- ▣ Planning & Engineering only
- ▣ This extension provides parallel route to US 278 from I-95 to Pinckney Island
- ▣ Provides a second evacuation route for Hilton Head Island and Bluffton residents
- ▣ Project costs \$5M. Beaufort County will pay \$3M and ask Jasper County to participate in paying the additional \$2M within the next 3 years



Hilton Head Road Resurfacing

- ▣ Cost = \$5M
- ▣ Sections of the following State and Town owned paved roads will be resurfaced:
 - Dillon Road
 - Wildhorse Road
 - Spanish Wells Road
 - North Main Street
 - Indigo Run Drive
 - Union Cemetery Road
 - Palmetto Bay Road
 - Office Way
 - Dunnagans Alley
 - Pope Avenue
 - Lemoyne Avenue
 - Lawton Beach



Parris Island Gateway/Savannah Highway Intersection

- ▣ Cost = \$750,000
- ▣ Rebuild intersection to allow dual left turn lanes.
- ▣ Installation of new mast arm signals



US 278 Traffic Adaptive Signals

- ▣ Cost = \$300,000
- ▣ Automatic changing of signal timing along US 278 from SC 170 to Buckingham Plantation Drive
- ▣ Improve traffic flow along US 278 during peak hours, beach traffic, holidays and special events.



Mast Arm Upgrades

- ▣ Cost = \$2M
- ▣ 12 existing intersections will receive new signal mast arms (SC 170 @ Callawassie, SC 170 @ Riverbend, US 278 @ Tanger 2, US 278 @ Tanger 1, US 278 @ SC 46, US 278 @ Malphrus, Ribaut Rd. @ Duke St., Ribaut Rd. @ North St., Ribaut Rd. @ Bay St., Ribaut Rd. @ Hermitage St., Sea Island Pkwy. @ Beaufort High, May River Rd. @ Buck Island Rd.
- ▣ Mast arms are much more durable, aesthetically pleasing and can withstand 130 mph winds



Flashing Yellow Signals and Traffic Signal Battery Backup System

- ▣ Cost = \$1M
- ▣ Replacement of current traffic signals countywide with new left turn signal displays
- ▣ Flashing yellow arrow signals decrease driver confusion, crashes and delay
- ▣ 20 current signals will have battery backup power installed allowing signal to operate during a power outage



US 21Bus./Woods Memorial Bridge & Ribaut Road Intelligent Transportation Systems (ITS)

- ▣ Cost = \$400,000
- ▣ Technology that informs motorists of alternate routes alleviating congestion when the bridge is open



Town of Port Royal Port Property

- ▣ Cost = \$17M
- ▣ 52 acres of land to be developed
- ▣ 265 acres of marsh area
- ▣ If the Town of Port Royal sells parcels of the property for more than \$17M, the Town can keep the extra money for infrastructure
- ▣ If the Port Authority sells the property for less than \$17M, the Town can keep the difference for infrastructure.



Beaufort City Downtown Parking Garage/Waterfront Park Expansion

- ▣ Cost = \$19.5M
- ▣ Marina parking lot replaced with green scape, replaces the marina store and restroom with harbormaster building, opens up opportunities for non motorized watercraft storage and use
- ▣ 450 space parking garage surrounded by liner buildings to shield building from Downtown view



Beaufort City Southside Park

- ▣ Cost = \$2.1M
- ▣ 40 acres of space with trails, playing fields, tennis courts, basketball courts, playgrounds and dog park
- ▣ Community Garden and Open air pavilion will be available for public use
- ▣ Additional outdoor areas for the two neighborhood schools



University of South Carolina Beaufort Arena

- ▣ Cost = \$24M
- ▣ 4,000 fixed seat arena
- ▣ Additional parking spaces
- ▣ Allows usage for USCB but also local schools and community



University of South Carolina Beaufort Sports Complex

- ▣ Cost = \$16M
- ▣ 1,000 seat baseball stadium
- ▣ 500 seat softball stadium
- ▣ Soccer field
- ▣ Cross country track and walking trail
- ▣ Fieldhouse for offices, locker rooms and training facilities



Technical College of the Lowcountry Building Replacement

- ▣ Cost = \$6M
- ▣ Replace buildings 15 & 16 on Beaufort Campus with new 30,000 square foot building
- ▣ New building will house enhanced and expanded industrial and trades programs
- ▣ Consolidating into new facility will improve efficiency and functionality
- ▣ Improve traffic and parking congestion



Yemassee Rail Industrial Park

- ▣ Cost = \$23M
- ▣ Roadway creation, entrance improvements and utility relocations
- ▣ Water & Wastewater improvements
- ▣ Key location between Charleston & Savannah ports, close to I-95, rail accessibility, along Highway 17 Corridor
- ▣ Maximizes 10 to 20 year industrial investment and job creation opportunities



Spanish Moss Trail

- ▣ Cost = \$9M
- ▣ Phase 2 –crossing over Ribaut Road to the Port of Port Royal property
- ▣ Phase 5 Bridge –bridge crossing over Robert Smalls Parkway
- ▣ Phase 7 – trail from Laural Bay Rd. to Clarendon Rd.
- ▣ Phase 8 – boardwalk along US 21 across Middle River
- ▣ Phase 9 – trail through County property to railroad
- ▣ Phase 10 – trail along the railroad behind Whale Branch Early College High School



Depot Road Sidewalk

- ▣ Cost = \$500,000
- ▣ 0.4 miles of sidewalk from Ribaut Road to the Spanish Moss Trail
- ▣ Allowing public access from downtown Beaufort to the Spanish Moss Trail



Safe Routes to School Pathways

- ▣ Cost = \$17M
- ▣ Burnt Church Rd. to Ulmer Rd.
- ▣ Joe Frazier Road
- ▣ Meridian Road
- ▣ Middle Road
- ▣ Stuart Point
- ▣ Alljoy Road
- ▣ Allow safe routes for children to walk/bike from residential areas to schools



May River Initiatives

- ▣ Cost = \$19M
- ▣ Protection of water quality by providing sanitary sewer instead of septic tanks by May River
- ▣ Alljoy & Myrtle Island
- ▣ Old Town
- ▣ Cahill
- ▣ Gascoigne Bluff
- ▣ Stoney Creek
- ▣ Pritchardville



Hilton Head Island Ward 1 Sewer Projects

- ▣ Cost = \$3.4M
- ▣ Expansion of sewer line infrastructure within the Hilton Head Public Service District
- ▣ Areas impacted begin at Jenkins Island/Windmill Harbour and ends at the Hilton Head Resort near Palmetto Dunes/Shelter Cove





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: RFP # 052914 Recyclables Collection and Processing Services for Beaufort County
DATE: June 16, 2014

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) in April 2014 to vendors capable of providing recyclable collection and processing services. Beaufort County's current contract with Waste Management of South Carolina, Inc. (WM) expires July 31, 2014. The contract provides transportation service for recyclable materials collected from County Convenience Centers to the WM processing facility at the current rate of \$123.81 per pull. Recyclable materials from the centers and communities in the unincorporated areas of the County are then processed, baled, marketed and sold by WM. WM Charges \$24 per ton for processing the recyclable material and the County receives a credit of 50% from the sale of recyclables processed. On May 29, 2014 proposals were received from two firms: Republic Services and Waste Management. On June 4, 2014 the staff evaluation committee reviewed and ranked each proposal. Based on the committee's evaluations and recommendation, Waste Management of South Carolina, Inc. was ranked the number one firm.

VENDOR INFORMATION & RANKING:

ESTIMATED COST:

- | | |
|--|---------------|
| 1. Waste Management of SC, Inc., Ridgeland, SC | \$1,050,000* |
| 2. Republic Services, Beaufort, SC | \$1,431,000** |

*Waste Management proposed \$137 per pull and \$22 per ton to process material for an estimated \$350,000 cost per year times a three (3) year initial contract term for a total estimated cost of \$1,050,000.

**Republic Services proposed \$150 per pull and did not offer to process the material. The estimated annual cost per year is \$477,000 times a three (3) year initial contract term for a total estimated cost of \$1,431,000.

FUNDING: Fiscal Year 2015: Estimated \$350,000, Account 10001340-51167, Solid Waste & Recycling - Recycling Services

PRIOR YEAR COST: FY 2013 costs were \$270,699; FY14 year to date costs are \$257,842. Annual costs vary depending upon volume of material collected and number of pulls required. An additional charge is made per pull of each recycling container and a monthly lease charge for each container.

FOR ACTION: Public Facilities Committee meeting occurring on June 16, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council contract award of \$1,050,000 to Waste Management of South Carolina, Inc. for Recyclables Collection and Processing Services, effective August 1, 2014 for an initial three (3) year term ending July 31, 2017 with two (2) additional one (1) year contract renewal options for a potential five (5) year contract.

Cc: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BH*
Alicia Holland, Chief Financial Officer *AH*
Robert McFee, Engineering and Infrastructure Director *RM*
Eddie Bellamy, Public Works Director *EB*
James S. Minor, Jr., Solid Waste Manager *JM*

Att: RFP# 052914, Attachment 1 - Evaluation Committee Scoring of Proposals

**RFP# 052914, Attachment 1
Evaluation Committee Scoring of Proposals
Recyclables Collection and Processing Services for
Beaufort County Public Works Department
Solid Waste and Recycling**

RFP# 052914 Evaluation Committee Scores		
	Waste Management	Republic Services
Duryea	92	67
Minor	85	55
Murphy	100	65
Clevinger	98	58
Total Score	375	245

Ordinance No. _____

AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS
WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR
THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO.

WHEREAS, This ordinance is authorized pursuant to Section 31-15-310 *et seq.* of the *South Carolina Code of Laws* (1976), as amended; and

WHEREAS, there exists within the unincorporated areas of the County dwellings which are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light or sanitary facilities; extreme or structural deterioration so as to render the dwelling unsafe; or other conditions rendering such dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals or welfare to the citizens of the County; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to amend the County Code to adopt a mechanism to address such conditions;

WHEREAS, Beaufort County Council desires to further amend said Ordinance to clarify certain provisions and to remove provisions relating to the regulation of unfit dwellings and unsafe buildings.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that the following regulations are hereby adopted

NOTE: Underlined and bold-face typed portions indicate additions to the County Code. ~~Stricken~~ portions indicate deletions to the County Code.

ARTICLE IV. UNSAFE BUILDINGS UNFIT DWELLINGS

Sec. ~~74-131~~. Authority.

Sec. 74-132. ~~Abatement generally~~. Definitions

Sec. 74-133. ~~Preliminary investigation~~. Unfit Dwellings, Generally

Sec. 74-134. ~~Content and delivery of notice~~. Powers & Duties

Sec. 74-135. ~~Delivery of notice confirmation~~. Investigation & Complaint

Sec. 74-136. ~~Standards for compliance~~. Order to Owner, Service of Notice, Complaint or Order and Owner's Answer

Sec. 74-137. ~~Owner's answer and response~~. Necessary Action by Owner.

Sec. 74-138. ~~Hearing~~. Failure to Comply.

Sec. 74-139. ~~Staying of notice under appeal~~. Appeal.

Sec. 74-140. ~~Procedure for hearing appeals~~. Extension of Time.

Sec. 74-141. ~~Decision procedure; board hearing~~. Recovery Costs.

Sec. 74-142. ~~Recourse~~. Powers of County to Declare Nuisance.

~~Sec. 74-143. Implementation. Sale of Materials of Removed or Demolished Dwelling.~~

~~Sec. 74-144. Extension of time. Article Provisions are Cumulative.~~

~~Sec. 74-145. Interference.~~

~~Sec. 74-146. Recovery of cost of repair or demolition.~~

~~Secs. 74-147—74-175. Reserved. Secs. 74-145 – 74-175. Reserved.~~

Sec. 74-131. Authority.

The provisions of this article are adopted pursuant to the authority conferred by S.C. Code 1976, § 31-15-310 et seq., as amended.

(Code 1982, § 5-61)

Sec. 74-132. Abatement generally. Definitions.

~~A building or structure that has been abandoned and is unfit for human habitation due to extreme deterioration of its structural members, which renders such members inadequate to support their own dead weight and other applied loads, or those that have sustained severe structural damage as a result of fire and constitute a hazard to safety or health are considered unsafe and shall be abated by repair or demolition.~~

~~*(Code 1982, § 5-62)*~~

For the purposes of this article:

- (1) “County” shall mean that area comprising the county other than municipalities;
- (2) “Public Officer” shall mean the office or officers who are authorized by ordinances adopted hereunder to exercise the powers prescribed by such ordinance;
- (3) “Owner” shall mean the holder of the title in fee simple and every mortgagee of record
- (4) “Parties of Interest” shall mean all individuals, association, corporation and others who have interests of record in dwelling and any who are in possession thereof; and
- (5) “Dwelling” shall mean any building or structure, or part thereof, used and occupied for human habitation or intended to be so used and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

(Code 1982, § 5-62)

Sec. 74-133. Preliminary investigation. Unfit Dwelling, Generally.

~~Whenever it appears to the building official, on his own motion, that any dwelling is unfit for human habitation, the building official shall conduct an inspection to determine if the building is unsafe. If this preliminary investigation discloses a basis for such charges, the building official shall issue and cause to be served upon the owner and all parties in interest in such building a complaint stating the charge in that respect.~~

Whenever the County Administrator or his designated representative(s) finds that there exist in the County, dwellings which are unfit for human habitation due to (a) dilapidation, (b) defects increasing the hazards of fire, accidents or other calamities, (c) lack of ventilation, light or sanitary facilities (d) extreme or structural deterioration so as to render dwelling unsafe or (e) other conditions rendering such dwellings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of the county, the county may exercise its police powers to repair, close or demolish any such dwelling.

Sec. 74-134. ~~Content and delivery of notice.~~ Powers & Duties

~~The building official shall prepare and issue a notice of unsafe building directed to the owner of record of the building or structure. Complaints, notices or orders issued by the building official pursuant to this article shall be served upon persons either personally or by registered mail, but if the whereabouts of such person is unknown and cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make an affidavit to that effect, the serving of such complaint upon or order upon such person may be made by publishing it once each week for two consecutive weeks in a newspaper printed and published in the county or, in the absence of such newspaper, in one printed and published in the municipality and circulating in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order and published in a newspaper of general circulation for two consecutive weeks. A copy of such complaint or order shall also be filed with the clerk of court of the county in which the dwelling is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law. The notice shall contain, but not be limited to, the following information:~~

(1)

~~The street address and legal description of the building, structure or premises.~~

(2)

~~A statement indicating the building or structure has been declared unsafe by the building official, and a detailed report documenting the conditions~~

~~determined to have rendered the building or structure unsafe under this article.~~

~~(3)~~

~~A statement advising the owner or other interested parties that a hearing will be conducted by the construction board of adjustments and appeals after 30 days but not more than 45 days from receipt of the complaint.~~

~~(4)~~

~~A statement advising that, if the required action as determined by the building official is not commenced within or completed by the time specified, the building will be ordered demolished and posted to prevent further occupancy until the work is completed, and the building official may cause the work to be done and all costs incurred charged against the property or the owner of record.~~

~~(5)~~

~~If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the building official further determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the Standard Building Code, in accordance with section 101.2.1.~~

~~(6)~~

~~If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the building official.~~

~~(7)~~

~~A statement advising that any person having any legal interest in the property may answer the notice by the building official to the construction board of adjustments and appeals and that such answer shall be in writing in the form specified and shall be filed with the building official within 30 days from the date of the notice and that failure to answer in that time may constitute a waiver of all rights to an administrative hearing.~~

~~(Code 1982, § 5-64)~~

The County Administrator or his designated representative(s) may exercise such powers and duties as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to others herein granted.

- (a) To investigate the dwelling conditions in the County in order to determine which dwellings therein are unfit for human habitation;

- (b) To administer oaths and affirmations, examine witnesses and receive evidence;
- (c) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (d) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of the ordinance; and
- (e) To delegate any of his functions and powers under this article to such officers and agents as he may choose.

Sec. 74-135. ~~Delivery of notice confirmation.~~ Investigation and Complaint

~~Proof of service of the notice required in section 74-134 shall be by written declaration indicating the date, time and manner in which service was made or properly notarized and signed by the person served by return receipt.~~

~~(Code 1982, § 5-65)~~

- (a) Whenever a complaint or petition is filed with the County Administrator or his designated representative(s), by at least five residents of the County, charging that any dwelling is unfit for human habitation or whenever it appears to the County Administrator or his designated representative(s), on his own motion, that any dwelling is unfit for human habitation, the County Administrator or his designated representative(s) shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and all parties of interest in such dwelling, a complaint or notice in letter form, stating the charges and that a hearing may be held before County Administrator or his designated representative(s), not less than ten (10) days nor more than thirty (30) calendar days after the service of such complaint or letter; that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint or a mutually agreed upon time as determined by the owner, all parties of interest and the County Administrator or his designated representative(s).
- (b) If, after such notice and hearing, the County Administrator or his designated representative(s) determines that the dwelling under consideration is unfit for human habitation, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order.

Sec. 74-136. Standards for compliance. Order to Owner, Service of Notice, Complaint, or Order and Owner's Answer

~~The following action shall be taken by the building official when ordering the repair or demolition of an unsafe building or structure. The building shall be ordered repaired in accordance with the Standard Building Code or demolished at the option of the owner.~~

~~(Code 1982, § 5-66)~~

- (a) The order shall contain, but not be limited to, the following information:
- (1) The street address and legal description of the building, structure or premises.
 - (2) A statement indicating the building or structure has been declared unfit by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure unfit under this article.
 - (3) If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the County Administrator or his designated representative(s).
 - (4) If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the County Administrator or his designated representative(s) further determines.
- (b) Notice, complaints or orders issued under this article shall be delivered to and/or served upon such persons either personally or by certified mail, return receipt requested, but if the whereabouts of such persons is unknown and cannot be ascertained by County Administrator or his designated representative(s) in the exercise of reasonable diligence, the County Administrator or his designated representative(s) shall make an affidavit to that effect and the serving of such complaint or order upon such persons may be made by publishing it once each week for two (2) consecutive weeks in a newspaper printed and published in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of the complaint or order shall also be filed with the clerk of court of the county in with the dwelling is located and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

Sec. 74-137. ~~Owner's answer and response.~~ Necessary Action by Owner

~~Any person entitled to service in accordance with this article may answer any action of the building official under this article to the construction board of adjustments and appeals. Such answer must be filed in writing with the building official within 30 days from that date of service and must contain at least the following information:~~

- ~~(1) Identification of the building or structure concerned by street address or legal description.~~
- ~~(2) A statement identifying the legal interest of each appellant.~~
- ~~(3) A statement identifying the specific order or complaint section being answered.~~
- ~~(3) A statement detailing the issues on which the appellant desires to be heard.~~
- ~~(4) The legal signature of all owners or occupants and their official mailing addresses.~~

~~(Code 1982, § 5-67)~~

- (a) If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling ("reasonable cost" being not over fifty (50) percent of the fair market value of the dwelling), the owner shall be required, within the time specified in the order, to repair, alter or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or
- (b) If the repair, alteration or improvement of the dwelling cannot not be made at a reasonable cost in relation to the value of the building ("reasonable cost" being not over 50 percent of fair market value), the owner shall be required, within the time specified in the order, to remove or demolish such dwelling.

Sec. 74-138. Hearing. ~~Failure to Comply~~

- (a)
~~Generally. After receipt of an answer as provided in section 74-137, the construction board of adjustments and appeals shall conduct a hearing at the time and location fixed by the complaint and notice.~~
- (b)
~~Failure to appear. Failure of any person to appear at the hearing set in accordance with this article shall constitute a waiver of his right to an administrative hearing on the notice.~~

(e)

~~Scope. The hearing shall offer the owner or occupant the opportunity to be heard on only those specific matters or issues raised by the owner or occupant. The owner or occupant may appear at the hearing in person or through his attorney or other designated representative.~~

~~(Code 1982, § 5-68)~~

- (a) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the County Administrator or his designated representative(s) may cause such dwelling to be repaired or to be vacated and closed. In addition, the County Administrator or his designated representative(s) may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."
- (b) If the owner fails to comply with an order to remove or demolish the dwelling, the County Administrator or his designee may cause such dwelling to be removed or demolished.

Sec. 74-139. ~~Staying of notice under appeal.~~ Appeal.

~~Any notice issued by the building official under this article shall be held in abeyance during the course of an appeal.~~

~~(Code 1982, § 5-69)~~

Any person affected by an order issued by the County Administrator or his designated representative(s) may, within sixty days after the posting and service of the order, petition the circuit court for an injunction, restraining the County Administrator or his designated representative(s) from carrying out the provisions of the order and the court may, upon such petition, issue a temporary injunction, restraining the County Administrator or his designated representative(s) pending the final disposition of the cause. Hearings shall be held by the court on such petitions within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the County Administrator or his designated representative(s) as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the County Administrator or his designated representative(s) shall be entitled to recover any damages for action taken pursuant to any order of the County Administrator or his designated

representative(s) or because of compliance by such person with any order of the County Administrator or his designated representative(s).

Sec. 74-140. Procedure for hearing appeals. Extension of Time.

- (a) ~~Rules.~~ Hearings held pursuant to this article shall not be required to be conducted in accordance with the technical rules relating to evidence and testimony prevailing in courts of law or equity. The construction board of adjustments and appeals may grant continuances for good cause.
- (b) ~~Oaths and affirmations.~~ In any proceedings under this article, any member of the board shall have the power to administer oaths and affirmations and to certify official acts.
- (c) ~~Evidence.~~ Oral evidence shall be taken only on oath or affirmation. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or evidence over objection in civil courts.
- (d) ~~Inspections.~~ The board may inspect any building, structure or premises involved in the hearing during the course of the hearing, provided the following are complied with:
 - (1) Notice of such inspection is given to the parties prior to making the inspection;
 - (2) The parties are allowed to be present during the inspection; and
 - (3) The inspector states for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.

~~(Code 1982, § 5-70)~~

The County Administrator or his designated representative(s) may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. All requests for extension of time must be in writing.

Sec. 74-141. Decision procedure; board hearing. Recovery of Costs.

~~When a case is heard before the construction board of adjustments and appeals itself, as provided in this article, any member who did not hear the evidence presented or who has not read the entire record of the proceeding shall not vote or take part in the decision.~~

~~(Code 1982, § 5-71)~~

The amount of the costs of such repairs, alterations or improvements or the removal or demolition by the county shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as county taxes.

Sec. 74-142. Recourse. Power of County to Declare Nuisance

~~If the owner or occupant is aggrieved by the decision of the construction board of adjustments and appeals made pursuant to this article, nothing in this section shall be construed to deprive him of seeking redress in civil or other applicable court. The appeal must be filed within 60 days from the effective date of the board's final decision.~~

(Code 1982, § 5-72)

Nothing in this article shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings, criminal proceedings or otherwise.

Sec. 74-143. Implementation. Sale of Materials of Removed or Demolished Dwelling.

(a)

~~*Failure to respond.* A person who, after the order of the building official or the decision of the construction board of adjustments and appeals becomes final under this article, fails or refuses to respond to the direction of such order shall be prosecuted to the extent provided for by law.~~

(b)

~~*Failure to commence work.* Whenever the required repair, vacation or demolition is not commenced within 90 days after the effective date of the board's order, the building structure or premises shall be posted as follows:~~

~~UNSAFE BUILDING
DO NOT OCCUPY~~

~~It shall be punishable by law to occupy this building or remove or deface this notice.~~

~~(Specify the applicable law and penalty for violation thereof)~~

~~Building Official
County of Beaufort~~

(c)

~~*Repair or demolition by county.* Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or, if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premises. The cost of repair or~~

~~demolition shall constitute a lien on the property and shall be collected in a manner provided by law.~~

(d)

~~Payment of monies. Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~

~~(Code 1982, § 5-73)~~

If a dwelling is removed or demolished by the County Administrator or his designated representative(s) he shall sell the materials of such dwelling and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the circuit court by the County Administrator or his designated representative(s) shall be secured in such manner as may be directed by such court and shall be disbursed by such court to the persons found to be entitled thereto by final order or decree of such court.

Sec. 74-144. Extension of time. Article Provisions are Cumulative.

~~The building official may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. If such requests for extensions of time, in total, exceed 120 days, they must also be approved by the construction board of adjustments and appeals which may act without further public hearing.~~

~~(Code 1982, § 5-74)~~

Nothing in this article shall be construed to abrogate or impair the powers of the courts or any department of any municipality in the County to enforce any provisions of its charter or its ordinance or regulations, or to prevent or punish violations thereof and the powers conferred by this article shall be in addition and supplemental to the powers conferred by any other law.

Sec. 74-145. Interference.

~~No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the construction board of adjustments and appeals made pursuant to this article. Any person found interfering or obstructing such actions shall be prosecuted to the extent provided for by law.~~

~~(Code 1982, § 5-75)~~

Sec. 74-146. Recovery of cost of repair or demolition.

~~Whenever a building or structure is repaired or demolished in accordance with this article and the cost of such repair or demolition is borne by the city, county or state, the governmental entity is empowered to use all legal methods to recover such expense from the responsible owner or occupant of such property.~~

(Code 1982, § 5-76)

Secs. 74-147—74-175. Reserved.

DONE, this _____ day of _____ 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



**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*
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering & Infrastructure *Robert McFee*

SUBJ: **SCDOT Oversight Services**

DATE: June 3, 2014

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 two invoices 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.

Invoice #	QA Period	Total
416384	3 rd -4 th Qtr FY 2013	\$34,757.31
416385	1 st -2 nd Qtr FY 2014	\$82,458.55

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

Acct# 33403-54500 (SC 170), with an available fund balance of \$373,698 at 6/9/14

Acct 47030011-54503 (Boundary Street), with an available fund balance of \$19,714,509 at 6/9/14

Acct 33401-54500 (Bluffton Pkwy Ph 5), with an available fund balance of \$3,423,663 at 6/9/14

FOR ACTION. Public Facilities Committee Meeting on June 16, 2014.

RECOMMENDATION: That the Public Facilities Committee approve for payment:

1. The SCDOT QA Services Invoice # 416384 totaling \$34,757.31
2. The payment for SCDOT QA Services Invoice #416385 totaling \$82,458.55

JRM/mjh

Attachments: 1) IGA 2) SCDOT Invoice #416384 & Invoice #416385



INVOICE

FINANCE DIVISION

Post Office Box 191
 Columbia, South Carolina 29202-191
 Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	
	Invoice Amount.:	\$82,458.55
	Invoice Date:	1/30/2014
	Past Due After:	3/1/2014
	Damage Claim:	
	DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS	

Services or Goods Provided: WORK PERFORMED ACCOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM FOR THE 1ST AND 2ND QUARTERS FOR FISCAL YEAR 2014

INVOICE	SUPPORTING SPREADSHEETS ATTACHED 1ST QUARTER - \$44,422.91 2ND QUARTER - \$38,035.64	82,458.55
	Total: \$82,458.55	

----- 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) 737-1241 or (803) 737-0845.

Remit to:
 SC Dept. of Transportation
 Finance Office
 P O Box 191
 Columbia, SC 29202-191

Customer:
 BEAUFORT CO ENGINEERING
 P O DRAWER 1228
 BEAUFORT, SC 29901-1228



Invoice No.:	416385
Invoice Date:	1/30/2014
\$82,458.55	

PAYMENT

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	-	-	33,563.10	29,805.53	63,368.63	51,416.24	114,784.87
07.36939A	Boundary Street Improvements	-	-	55.31	6,625.77	6,681.08	13,137.02	19,818.10
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)	-	-	4,417.23	7,991.61	12,408.84	3,036.43	15,445.27
		\$ -	\$ -	\$38,035.64	\$44,422.91	\$82,458.55	\$ 717,416.21	\$ 799,874.76

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

Invoice #
Payment Received

1st Quarter

File #	Project Name	July - September					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	821.10		936.57	18,296.00	9,751.86	\$ 29,805.53
07.36939A	Boundary Street Improvements					6,625.77	\$ 6,625.77
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.036942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	2,594.07				5,397.54	\$ 7,991.61
Total		\$ 3,415.17	\$ -	\$ 936.57	\$ 18,296.00	\$ 21,775.17	\$ 44,422.91
1st Quarter Grand Total							\$ 44,422.91

2nd Quarter

File #	Project Name	October - December					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 519.36		1,859.25	27,441.00	3,743.49	\$ 33,563.10
07.36939A	Boundary Street Improvements					55.31	\$ 55.31
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)	\$ 943.41				3,473.82	\$ 4,417.23
	Total	\$ 1,462.77	\$ -	\$ 1,859.25	\$ 27,441.00	\$ 7,272.62	\$ 38,035.64
	2nd Quarter Grand Total						\$ 38,035.64

1st Quarter Expen

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 821.10
SC 170 Widening	Soil Boring	Testing Lab		\$ 8,418.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 9,880.00
SC 170 Widening	Engineering Inspection	HDR		\$ 428.87
SC 170 Widening	Engineering Inspection	HDR		\$ 508.90
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 808.29
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 110.18
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 365.19
SC 170 Widening	Pre Design Engineering	Labor	4.50	\$ 278.70
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 232.08
SC 170 Widening	Engineering Inspection	Labor	24.00	\$ 504.02
SC 170 Widening	Design-Bridge	Labor	1.50	\$ 111.88
SC 170 Widening	Pre Design Engineering	Labor	13.50	\$ 830.08
SC 170 Widening	Engineering Inspection	Labor	11.50	\$ 621.80
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 608.29
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 412.57
SC 170 Widening	Engineering Inspection	Labor	30.25	\$ 1,044.37
SC 170 Widening	Engineering Inspection	Labor	19.00	\$ 405.90
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 878.85
SC 170 Widening	Engineering Inspection	Labor	53.50	\$ 1,060.89
Project Total				<u>\$29,805.53</u>
Boundary Street Improvemer	Traffic Sign Plans	Labor	12.50	\$ 632.06
Boundary Street Improvemer	Traffic Sign Plans	Labor	1.00	\$ 57.19
Boundary Street Improvemer	Traffic Sign Plans	Labor	9.00	\$ 548.10
Boundary Street Improvemer	Traffic Sign Plans	Labor	2.00	\$ 137.27
Boundary Street Improvemer	Traffic Sign Plans	Labor	48.00	\$ 2,065.49
Boundary Street Improvemer	Design-Bridge	Labor	4.00	\$ 270.54
Boundary Street Improvemer	Design-Bridge	Labor	2.00	\$ 168.03
Boundary Street Improvemer	Eng Support RPG	Labor	24.50	\$ 1,345.28
Boundary Street Improvemer	Eng Support RPG	Labor	23.20	\$ 1,403.83
Project Total				<u>\$ 6,625.77</u>
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 953.25
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 1,840.82
Bluffton Parkway 5A (Seg 2)		Labor	16.50	\$ 966.93
Bluffton Parkway 5A (Seg 2)		Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	7.50	\$ 390.68
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	9.50	\$ 584.12
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	10.00	\$ 520.91
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 223.71
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	5.50	\$ 257.85
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	2.50	\$ 167.58
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	8.50	\$ 498.12
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.00	\$ 527.42
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 252.04
Project Total				<u>\$ 7,991.61</u>
Total 1st Quarter				<u>\$ 44,422.91</u>

2nd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 519.36
SC 170 Widening	Soil Boring	Testing Lab		\$ 27,441.00
SC 170 Widening	Engineering Inspection	FEE - HDR		\$ 1,859.25
SC 170 Widening	Engineering Inspection	Labor	3.50	\$ 210.27
SC 170 Widening	Engineering Inspection	Labor	14.50	\$ 871.13
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	7.50	\$ 386.78
SC 170 Widening	Engineering Inspection	Labor	11.00	\$ 660.85
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 212.73
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	2.00	\$ 113.45
SC 170 Widening	Pre Design Engineering	Labor	7.50	\$ 507.27
Project Total				\$33,563.10
Boundary Street Improvemen	Right of Way	Labor	1.00	\$ 55.31
Project Total				\$ 55.31
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 943.41
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.50	\$ 494.86
Bluffton Parkway 5A (Seg 2)	Design-Bridge		4.50	\$ 378.06
Bluffton Parkway 5A (Seg 2)	Geotechnical		9.00	\$ 576.49
Bluffton Parkway 5A (Seg 2)	Construction of Roads		10.00	\$ 520.90
Bluffton Parkway 5A (Seg 2)	Construction of Roads		7.00	\$ 364.64
Bluffton Parkway 5A (Seg 2)	Design-Bridge		2.00	\$ 149.14
Bluffton Parkway 5A (Seg 2)	Construction of Roads		5.50	\$ 286.50
Bluffton Parkway 5A (Seg 2)	Construction of Roads		12.00	\$ 703.23
Project Total				\$ 4,417.23
Total 2nd Quarter				\$ 38,035.64



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

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

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice Amount.:	\$34,757.31
		Invoice Date:	1/30/2014
		Past Due After:	3/1/2014
		Damage Claim:	
DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS			

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

INVOICE	3RD & 4TH QUARTERS FOR FISCAL YEAR 2013 (SEE SUPPORTING SPREADSHEET ATTACHED) 3RD QUARTER - \$6,384.79 4TH QUARTER - \$28,372.52		34,757.31
		Total:	\$34,757.31

----- 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) 737-1241 or (803) 737-0845.



PAYMENT	Remit to: SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-191	Customer: BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice No.: 416384 Invoice Date: 1/30/2014
			\$34,757.31

File #	Project Name	January - March					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	230.25			591.00	5,563.54	\$ 6,384.79
07.36939A	Boundary Street Improvements						\$ -
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							\$ -
	Total	\$ 230.25	\$ -	\$ -	\$ 591.00	\$ 5,563.54	\$ 6,384.79
	3rd Quarter Grand Total						\$ 6,384.79

BEAUFORT COUNTY SALES TAX
2013

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 <i>31,529.16</i>	25,144.37	6,384.79	1,478.87	-	33,008.03	18,408.21	51,416.24
07.36939A	Boundary Street Improvements	191.72	-	6,277.46	5,116.29	11,585.47	1,551.55	13,137.02
07.36940A	Boundary Street Parallel Road	-	-	432.92	66.60	499.52	634.63	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)	3,036.43	-	-	-	3,036.43	-	3,036.43
		<u>\$28,372.52</u>	<u>\$ 6,384.79</u>	<u>\$ 8,189.25</u>	<u>\$ 5,182.89</u>	<u>\$48,129.45</u>	<u>\$ 669,286.76</u>	<u>\$ 717,416.21</u>

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

Invoice #
Payment Received

File #	Project Name	April - June					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 1,314.00		696.60	15,021.00	8,112.77	\$ 25,144.37
07.36939A	Boundary Street Improvements					191.72	\$ 191.72
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)	\$ 916.35				2,120.08	\$ 3,036.43
	Total	\$ 2,230.35	\$ -	\$ 696.60	\$ 15,021.00	\$ 10,424.57	\$ 28,372.52
	4th Quarter Grand Total						<u>\$28,372.52</u>

3rd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 104.25
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 126.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 429.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 162.00
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 180.75
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 314.98
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 887.31
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 286.34
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.14
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 151.37
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 193.27
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93

Project Total \$ 6,384.79

Boundary Street Improvements

Project Total \$ -

Boundary Street Parallel Road

Project Total \$ -

Total 2nd Quarter 2013 \$ 6,384.79

4th Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 399.00
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 131.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 176.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 607.50
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,536.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 2,430.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,055.00
SC 170 Widening	Engineering Inspection	HDR		\$ 696.60
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 386.56
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	23.00	\$ 1,133.80
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 436.95
SC 170 Widening	Engineering Inspection	Labor	8.50	\$ 486.78
SC 170 Widening	Engineering Inspection	Labor	16.50	\$ 813.38
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 458.15
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 394.36
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 298.70
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.13
SC 170 Widening	Pre Design Engineering	Labor	18.00	1,055.00
Project Total				\$25,144.37
Boundary Street Improvemen	Right of Way	Labor	1.50	\$ 71.89
Boundary Street Improvemen	Right of Way	Labor	2.50	\$ 119.83
Project Total				\$ 191.72
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 916.35
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 436.95
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	9.00	\$ 369.03
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 216.26
Bluffton Parkway 5A (Seg 2)		Labor	13.00	\$ 645.51
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 213.24
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 167.58
Bluffton Parkway 5A (Seg 2)		Labor	1.00	\$ 71.51
Project Total				\$ 3,036.43
Total 2nd Quarter 2013				\$ 28,372.52

**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.

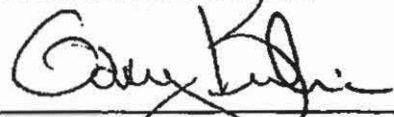
P. Reviews and Approvals

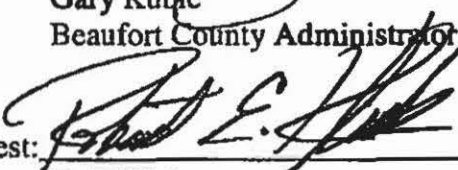
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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

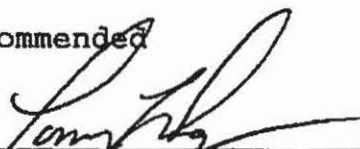
By: 
Gary Kubic
Beaufort County Administrator

Attest: 
Bob Klink
Beaufort County Engineer


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

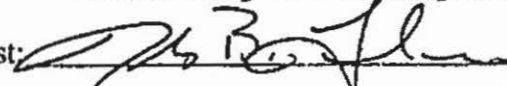
Recommended

By: 
Tony V. Chapman
Deputy Secretary
for Engineering

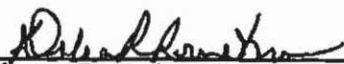
Handwritten notes:
RIP
JMM
JVN

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

Print Title: Secretary of Transportation

Attest: 

Print Name: Douglas B. MacFarlane

By: 
Debra Rountree
Deputy Secretary for
Finance & Administration

Print Title: Director - Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ^{Deputy Secretary}~~Division Director~~ 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

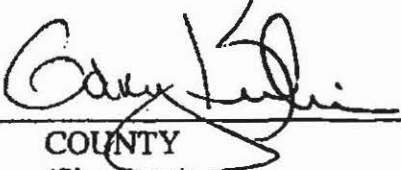
I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (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)



COUNTY
(Signature)

3-14-08
(Date)



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 Kylic

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).



DEPARTMENT: 

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 *GK*
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer *AH*

FROM: Robert McFee, Director of Engineering & Infrastructure *Robert McFee*

SUBJ: **SCDOT Oversight Services**

DATE: June 3, 2014

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 two invoices 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.

Invoice #	QA Period	Total
416384	3 rd -4 th Qtr FY 2013	\$34,757.31
416385	1 st -2 nd Qtr FY 2014	\$82,458.55

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

Acct# 33403-54500 (SC 170), with an available fund balance of \$373,698 at 6/9/14

Acct 47030011-54503 (Boundary Street), with an available fund balance of \$19,714,509 at 6/9/14

Acct 33401-54500 (Bluffton Pkwy Ph 5), with an available fund balance of \$3,423,663 at 6/9/14

FOR ACTION. Public Facilities Committee Meeting on June 16, 2014.

RECOMMENDATION: That the Public Facilities Committee approve for payment:

1. The SCDOT QA Services Invoice # 416384 totaling \$34,757.31
2. The payment for SCDOT QA Services Invoice #416385 totaling \$82,458.55

JRM/mjh

Attachments: 1) IGA 2) SCDOT Invoice #416384 & Invoice #416385



INVOICE

FINANCE DIVISION

Post Office Box 191
 Columbia, South Carolina 29202-191
 Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	
	Invoice Amount.:	\$82,458.55
	Invoice Date:	1/30/2014
	Past Due After:	3/1/2014
	Damage Claim:	
	DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS	

Services or Goods Provided: WORK PERFORMED ACCOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM FOR THE 1ST AND 2ND QUARTERS FOR FISCAL YEAR 2014

INVOICE	SUPPORTING SPREADSHEETS ATTACHED 1ST QUARTER - \$44,422.91 2ND QUARTER - \$38,035.64	82,458.55
		2014 MAY -2 AM 11:01
	Total:	\$82,458.55

----- 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) 737-1241 or (803) 737-0845.

Remit to:
 SC Dept. of Transportation
 Finance Office
 P O Box 191
 Columbia, SC 29202-191

Customer:
 BEAUFORT CO ENGINEERING
 P O DRAWER 1228
 BEAUFORT, SC 29901-1228



Invoice No.:	416385
Invoice Date:	1/30/2014
\$82,458.55	

PAYMENT

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	-	-	33,563.10	29,805.53	63,368.63	51,416.24	114,784.87
07.36939A	Boundary Street Improvements	-	-	55.31	6,625.77	6,681.08	13,137.02	19,818.10
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)	-	-	4,417.23	7,991.61	12,408.84	3,036.43	15,445.27
		\$ -	\$ -	\$38,035.64	\$44,422.91	\$82,458.55	\$ 717,416.21	\$ 799,874.76

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

Invoice #
Payment Received

1st Quarter

File #	Project Name	July - September					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	821.10		936.57	18,296.00	9,751.86	\$ 29,805.53
07.36939A	Boundary Street Improvements					6,625.77	\$ 6,625.77
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.036942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	2,594.07				5,397.54	\$ 7,991.61
	Total	\$ 3,415.17	\$ -	\$ 936.57	\$ 18,296.00	\$ 21,775.17	\$ 44,422.91
	1st Quarter Grand Total						\$ 44,422.91

2nd Quarter

File #	Project Name	October - December					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 519.36		1,859.25	27,441.00	3,743.49	\$ 33,563.10
07.36939A	Boundary Street Improvements					55.31	\$ 55.31
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)	\$ 943.41				3,473.82	\$ 4,417.23
	Total	\$ 1,462.77	\$ -	\$ 1,859.25	\$ 27,441.00	\$ 7,272.62	\$ 38,035.64
	2nd Quarter Grand Total						\$ 38,035.64

1st Quarter Expen

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 821.10
SC 170 Widening	Soil Boring	Testing Lab		\$ 8,418.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 9,880.00
SC 170 Widening	Engineering Inspection	HDR		\$ 428.87
SC 170 Widening	Engineering Inspection	HDR		\$ 508.90
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 808.29
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 110.18
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 365.19
SC 170 Widening	Pre Design Engineering	Labor	4.50	\$ 278.70
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 232.08
SC 170 Widening	Engineering Inspection	Labor	24.00	\$ 504.02
SC 170 Widening	Design-Bridge	Labor	1.50	\$ 111.88
SC 170 Widening	Pre Design Engineering	Labor	13.50	\$ 830.08
SC 170 Widening	Engineering Inspection	Labor	11.50	\$ 621.80
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 608.29
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 412.57
SC 170 Widening	Engineering Inspection	Labor	30.25	\$ 1,044.37
SC 170 Widening	Engineering Inspection	Labor	19.00	\$ 405.90
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 878.85
SC 170 Widening	Engineering Inspection	Labor	53.50	\$ 1,060.89
			Project Total	\$29,805.53
Boundary Street Improver	Traffic Sign Plans	Labor	12.50	\$ 632.06
Boundary Street Improver	Traffic Sign Plans	Labor	1.00	\$ 57.19
Boundary Street Improver	Traffic Sign Plans	Labor	9.00	\$ 548.10
Boundary Street Improver	Traffic Sign Plans	Labor	2.00	\$ 137.27
Boundary Street Improver	Traffic Sign Plans	Labor	48.00	\$ 2,065.49
Boundary Street Improver	Design-Bridge	Labor	4.00	\$ 270.54
Boundary Street Improver	Design-Bridge	Labor	2.00	\$ 168.03
Boundary Street Improver	Eng Support RPG	Labor	24.50	\$ 1,345.28
Boundary Street Improver	Eng Support RPG	Labor	23.20	\$ 1,403.83
			Project Total	\$ 6,625.77
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 953.25
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 1,840.82
Bluffton Parkway 5A (Seg 2)		Labor	16.50	\$ 966.93
Bluffton Parkway 5A (Seg 2)		Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	7.50	\$ 390.68
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	9.50	\$ 584.12
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	10.00	\$ 520.91
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 223.71
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	5.50	\$ 257.85
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	2.50	\$ 167.58
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	8.50	\$ 498.12
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.00	\$ 527.42
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 252.04
			Project Total	\$ 7,991.61
			Total 1st Quarter	\$ 44,422.91

2nd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 519.36
SC 170 Widening	Soil Boring	Testing Lab		\$ 27,441.00
SC 170 Widening	Engineering Inspection	FEE - HDR		\$ 1,859.25
SC 170 Widening	Engineering Inspection	Labor	3.50	\$ 210.27
SC 170 Widening	Engineering Inspection	Labor	14.50	\$ 871.13
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	7.50	\$ 386.78
SC 170 Widening	Engineering Inspection	Labor	11.00	\$ 660.85
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 212.73
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	2.00	\$ 113.45
SC 170 Widening	Pre Design Engineering	Labor	7.50	\$ 507.27
Project Total				\$33,563.10
Boundary Street Improvemen	Right of Way	Labor	1.00	\$ 55.31
Project Total				\$ 55.31
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 943.41
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.50	\$ 494.86
Bluffton Parkway 5A (Seg 2)	Design-Bridge		4.50	\$ 378.06
Bluffton Parkway 5A (Seg 2)	Geotechnical		9.00	\$ 576.49
Bluffton Parkway 5A (Seg 2)	Construction of Roads		10.00	\$ 520.90
Bluffton Parkway 5A (Seg 2)	Construction of Roads		7.00	\$ 364.64
Bluffton Parkway 5A (Seg 2)	Design-Bridge		2.00	\$ 149.14
Bluffton Parkway 5A (Seg 2)	Construction of Roads		5.50	\$ 286.50
Bluffton Parkway 5A (Seg 2)	Construction of Roads		12.00	\$ 703.23
Project Total				\$ 4,417.23
Total 2nd Quarter				\$ 38,035.64



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

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

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	
	Invoice Amount.:	\$34,757.31
	Invoice Date:	1/30/2014
	Past Due After:	3/1/2014
	Damage Claim:	
	DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS	

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

INVOICE	3RD & 4TH QUARTERS FOR FISCAL YEAR 2013 (SEE SUPPORTING SPREADSHEET ATTACHED 3RD QUARTER - \$6,384.79 4TH QUARTER - \$28,372.52	34,757.31
	Total: \$34,757.31	

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) 737-1241 or (803) 737-0845.



PAYMENT	Remit to: SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-191	Customer: BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice No.: 416384 Invoice Date: 1/30/2014
	\$34,757.31		

File #	Project Name	January - March					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	230.25			591.00	5,563.54	\$ 6,384.79
07.36939A	Boundary Street Improvements						\$ -
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							\$ -
	Total	\$ 230.25	\$ -	\$ -	\$ 591.00	\$ 5,563.54	\$ 6,384.79
	3rd Quarter Grand Total						\$ 6,384.79

BEAUFORT COUNTY SALES TAX
'2013

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 <i>31,529.16</i>	25,144.37	6,384.79	1,478.87	-	33,008.03	18,408.21	51,416.24
07.36939A	Boundary Street Improvements	191.72	-	6,277.46	5,116.29	11,585.47	1,551.55	13,137.02
07.36940A	Boundary Street Parallel Road	-	-	432.92	66.60	499.52	634.63	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)	3,036.43	-	-	-	3,036.43	-	3,036.43
		<u>\$28,372.52</u>	<u>\$ 6,384.79</u>	<u>\$ 8,189.25</u>	<u>\$ 5,182.89</u>	<u>\$48,129.45</u>	<u>\$ 669,286.76</u>	<u>\$ 717,416.21</u>

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

Invoice #
Payment Received

File #	Project Name	April - June					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 1,314.00		696.60	15,021.00	8,112.77	\$ 25,144.37
07.36939A	Boundary Street Improvements					191.72	\$ 191.72
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)	\$ 916.35				2,120.08	\$ 3,036.43
Total		\$ 2,230.35	\$ -	\$ 696.60	\$ 15,021.00	\$ 10,424.57	\$ 28,372.52
4th Quarter Grand Total							<u>\$28,372.52</u>

3rd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 104.25
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 126.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 429.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 162.00
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 180.75
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 314.98
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 887.31
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 286.34
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.14
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 151.37
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 193.27
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93

Project Total \$ 6,384.79

Boundary Street Improvements

Project Total \$ -

Boundary Street Parallel Road

Project Total \$ -

Total 2nd Quarter 2013 \$ 6,384.79

4th Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 399.00
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 131.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 176.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 607.50
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,536.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 2,430.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,055.00
SC 170 Widening	Engineering Inspection	HDR		\$ 696.60
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 386.56
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	23.00	\$ 1,133.80
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 436.95
SC 170 Widening	Engineering Inspection	Labor	8.50	\$ 486.78
SC 170 Widening	Engineering Inspection	Labor	16.50	\$ 813.38
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 458.15
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 394.36
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 298.70
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.13
SC 170 Widening	Pre Design Engineering	Labor	18.00	1,055.00
Project Total				\$25,144.37
Boundary Street Improvemen	Right of Way	Labor	1.50	\$ 71.89
Boundary Street Improvemen	Right of Way	Labor	2.50	\$ 119.83
Project Total				\$ 191.72
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 916.35
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 436.95
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	9.00	\$ 369.03
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 216.26
Bluffton Parkway 5A (Seg 2)		Labor	13.00	\$ 645.51
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 213.24
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 167.58
Bluffton Parkway 5A (Seg 2)		Labor	1.00	\$ 71.51
Project Total				\$ 3,036.43
Total 2nd Quarter 2013				\$ 28,372.52

**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.

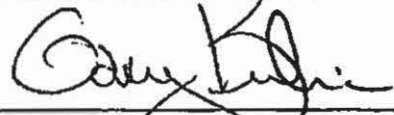
P. Reviews and Approvals

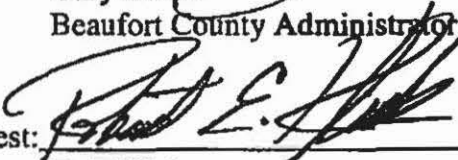
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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

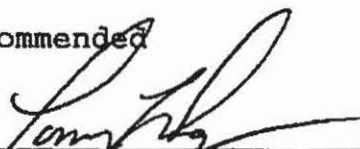
By: 
Gary Kubic
Beaufort County Administrator

Attest: 
Bob Klink
Beaufort County Engineer


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

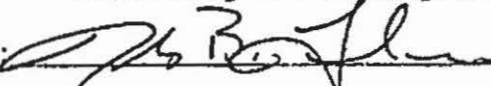
Recommended

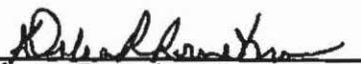
By: 
Tony V. Chapman
Deputy Secretary
for Engineering

Handwritten notes:
RIP
JMM
JVN

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

Print Title: Secretary of Transportation

Attest: 

By: 
Debra Rountree
Deputy Secretary for
Finance & Administration

Print Name: Douglas B. MacFarlane

Print Title: Director - Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the ^{Deputy Secretary}~~Division Director~~ 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

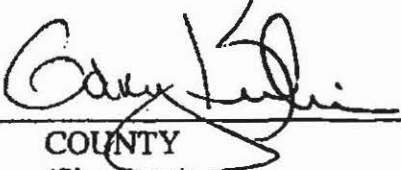
I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (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)



COUNTY
(Signature)

3-14-08
(Date)



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 Kylic

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).



DEPARTMENT: 

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

Multi Government Center ♦ 100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-6050 FAX (843) 255-9492

Morris C. Campbell
Executive Director
Community Services

DATE: June 20, 2014
TO: Honorable William L. McBride, Chairman, Community Services Committee
FROM: Morris C. Campbell, ED, Community Services
Subject: Declaration and disposal of surplus properties

In accordance with County ordinance and procedures to dispose of "surplus" properties we are requesting approval to sell three such properties. Revenues from the sale of two of the properties will be used to help purchase replacements units and from the third will go into the County General Fund. Property One: A former DSN Community Training Home located at 429 Broad River Boulevard; Burton, S C 29906. The home sits on 00.43 acre and is appraised at a value of \$110,000. This home has been replaced by a home at Cottage Walk.

Property Two: A second DSN Community Training Home located at 1603 Ivy Lane; Beaufort, SC 29902. This house currently serves as home four DSN consumers. However, it has a number of deficiencies. The plan is to replace this home within the next six months with a home that is ADA-compliance. The house is located on 00.47acre and is appraised at a value of \$135,000.

Property Three: The old Leroy Browne Health Clinic located on a 10-acre tract at Ball Park Road on St. Helena Island, SC 29920. The facility was a clinic and senior center operated by Beaufort-Jasper-Hampton Comprehensive Services, Inc. and Beaufort Senior Services, respectively. When the facility was replaced with a new facility at The Penn Center campus, the facility/property reverted back to Beaufort County. The asbestos abatement process is in progress and the property will soon be ready for sale if approved. This property will also be appraised before it is offered for sale.

RECOMMENDATION: Community Services Committee recommends to County Council the first reading of an ordinance, "By Title Only", authorizing the County Administrator to execute and sell the three properties identified above upon such terms and conditions he believes are prudent and in the best interest of the citizens of Beaufort County.

/mcc

c: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator
Josh Gruber, County Attorney
Mitzi Wagner, Director, BCDSSN
Dave Thomas, County Purchasing Director



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg 3—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Rick Caporale, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: **Contract Award Recommendation for RFP # 060614 Aviation Fuel Services for Lady's Island Airport, Beaufort County**
DATE: June 23, 2014

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) in May 2014 to vendors capable of providing Aviation Fuel Services. The County operates the fixed base operation and sells approximately 44,000 gallons of aviation gasoline and 38,000 gallons of jet fuel per year. The fuel is stored in two 12,000 gallon storage tanks and dispensed from a 1,000 gallon avgas refueler and a 3,000 gallon jet refueler. The current fuel supplier, Eastern Aviation Fuels, Inc., has satisfactorily supplied Shell branded fuels to the airport for the past five years and the current contract will expire in June 30, 2014. On June 6, 2014 only one proposal was received and it was from Eastern Aviation Fuels, Inc. On June 12, 2014 a staff evaluation committee reviewed and evaluated their proposal and determined it to be a fair and reasonable response. Eastern Aviation Fuels, Inc. will upgrade the avgas refueler to a later model with no increase in lease fees, provide \$1,500 for uniforms and \$2,000 in fuel farm upgrades. They will continue to provide maintenance support, training, advertising, and will support the Beaufort County Airport annual event.

VENDOR INFORMATION:

Estimated Cost

Eastern Aviation Fuels, Inc., New Bern, NC (Shell Aviation Fuels)

\$1,080,000*

*The estimated annual cost per year is \$360,000 times a three (3) year initial contract term for a total estimated cost of \$1,080,000.

FUNDING: Account # 51000011-58000, Lady's Island Airport Operations – Purchases-Fuels/Lubes

FOR ACTION: Finance Committee meeting on June 23, 2014

RECOMMENDATION: The Finance Committee approves the purchase of Aviation Fuels from Eastern Aviation Fuels, Inc., and recommends to County Council the approval of the contract award to the aforementioned vendor for a total contract price of \$1,080,000, effective July 1, 2014 for an initial three (3) year term ending June 30, 2017 with two one-year extension options at the sole discretion of the County for a potential five (5) year contract.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
Alicia Holland, Chief Financial Officer
Jon Rembold, Director of Airports *JR*
Joel Phillips, Lady's Island Airport Manager *JP*



TO: Beaufort County Airport Board
 From: Jon Rembold, Airports Director *JR*
 Date: June 19, 2014

Background: In accordance with the Federal Aviation Administration (FAA) – approved Airport Master Plan, the following Talbert and Bright work authorizations are submitted for your approval.

PROJECT #	DESCRIPTION	CURRENT CONTRACT AMOUNT	FAA Grant	FAA Grant Funding	SCAC Grant Funding	Local Match
2119-1201	HXD RUNWAY 03 LAND ACQUISITION	\$ 145,924	3-45-0030-037-2014	\$ 131,331	\$ -	\$ 14,592
2119-1302	HXD TAXIWAY A RELOCATION AND REPLACEMENT RAMP (DESIGN)	\$ 228,020	3-45-0030-035-2014	\$ 205,218	\$ 11,401	\$ 11,401
2119-1303	HXD TAXIWAY F REALIGNMENT (DESIGN)	\$ 132,883	3-45-0030-035-2014	\$ 119,595	\$ 6,644	\$ 6,644
2119-1305	HXD CATEGORICAL EXCLUSION	\$ 65,014	3-45-0030-035-2014	\$ 58,513	\$ 3,251	\$ 3,251
2119-1307	HXD ONSITE TREE MITIGATION	\$ 205,129	3-45-0030-030-2010	\$ 194,872	\$ 5,128	\$ 5,128
2119-1006	HXD 5,000-FOOT RUNWAY EXTENSION DESIGN	\$ 626,316	3-45-0030-036-2014	\$ 563,684	\$ 31,316	\$ 31,316
2119-1404	HXD RUNWAY 21 LAND ACQUISITION	\$ 145,751	3-45-0030-038-2014	\$ 131,176	\$ -	\$ 14,575
		\$ 1,549,036		\$ 1,404,389	\$ 57,740	\$ 86,907

Funding: General Obligation Bonds; Hilton Head Island Airport Capital Projects Enterprise Fund

For Action:
 Recommendation:

CC: Gary Kubic, County Administrator
 Bryan Hill, Deputy Administrator
 Alicia Holland, Chief Financial Officer

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 12-01
May 10, 2013
PROJECT NO.: TBI NO. 2119-1201**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized:

Task 1: Land Acquisition – Acquisition of approximately 5.02 acres of property adjacent to Runway 03 at the Hilton Head Island Airport (refer to Table 1) in accordance with the Master Contract.

Table 1 Impacted Property Parcel Information Hilton Head Island Airport			
R510 008 000 0183 0000 Billing Address: Location:	AJA LLC John Antunes Distinctive P.O. Box 23109 Hilton Head Island, SC 29925 16 Hunter Road (has avigation easement)	0.89	commercial building
R510 008 000 0184 0000 Billing Address: Location:	Gochnauer, LLC 6 Pender Lane Hilton Head Island, SC 29928 14 Hunter Road (has avigation easement)	1.00	commercial building
R510 008 000 184A 0000 Billing Address: Location:	Z Investments, LLC 20 Sea Olive Road Hilton Head Island, SC 29928 12 Hunter Road (has avigation easement)	1.05	vacant
R510 008 000 0221 0000 Billing Address: Location:	Timothy M. Reed 29 Blue Heron point Hilton Head Island, SC 29926 Airport Office Park (Dillon Road, has avigation easement)	2.08	Airport Office Park (Master)
R510 008 000 0221 0001 Billing Address: Location:	Timothy M. Reed 29 Blue Heron Point Hilton Head Island, SC 29926 Airport Office Park (Dillon Road) - Unit A		commercial condominium
R510 008 000 0221 0002 Billing Address: Location:	Validation Technologies, Inc. 5 Baynard Park Road Hilton Head Island, SC 29928 Airport Office Park (Dillon Road) - Unit B		commercial condominium

**Table 1
Impacted Property Parcel Information
Hilton Head Island Airport**

Parcel Number	Property Owner	Age	Use
R510 008 000 0221 0003 Billing Address: Location:	Dennis B. and Carol E. Rogers, Jtros 134 Via Castilla Jupiter, FL 33458 Airport Office Park (Dillon Road) - Unit C		commercial condominium
R510 008 000 0221 0004 Billing Address: Location:	Dennis B. and Carol E. Rogers, Jtros 134 Via Castilla Jupiter, FL 33458 Airport Office Park (Dillon Road) - Unit D		commercial condominium
R510 008 000 0221 0005 Billing Address: Location:	Scacchi Enterprises, LLC 16 Kings Court Hilton Head Island, SC 29926 Airport Office Park (Dillon Road) - Unit E		commercial condominium
R510 008 000 0221 0006 Billing Address: Location:	Esquivel Enterprises, LLC 4 Fox Meadow Drive Bluffton, SC 29910 Airport Office Park (Dillon Road) - Unit F		commercial condominium
R510 008 000 0221 0007 Billing Address: Location:	Fantasy Tan Air Brush Tanning System P.O. Box 5370 Hilton Head Island, SC 29938 Airport Office Park (Dillon Road) - Unit G		commercial condominium
R510 008 000 0221 0008 Billing Address: Location:	Susan K. and Rickey E. Hicks, Jtros 304 Mariners Cove Hilton Head Island, SC 29926 Airport Office Park (Dillon Road) - Unit H		commercial condominium
R510 008 000 0221 0009 Billing Address: Location:	Susan K. and Rickey E. Hicks, Jtros 304 Mariners Cove Hilton Head Island, SC 29926 Airport Office Park (Dillon Road) - Unit I		commercial condominium
R510 008 000 0221 0010 Billing Address: Location:	Barbara Baroni Trustee 5 Turrett Shell Hilton Head Island, SC 29926 Airport Office Park (Dillon Road) - Unit J		commercial condominium

Source: Talbert & Bright, Inc. (2010), "Hilton Head Island Airport Master Plan Update Final Report," prepared for Beaufort County and accepted by the FAA November 16, 2011.

The land acquisition shall include coordination with the client, appraisal, review appraisal, and property plat survey (the property survey will be a standard boundary survey and not an ALTA Land Title Survey). Condominium properties will be surveyed around entire building and not individual units. Individual parcel owners with deed, tax address and unit number information will be put on the face of plat. Most of this work will be completed by subconsultants under TBE's direction. TBE shall assist Beaufort

County but all offers to the property owner will be made by a representative from the County.

Task 2: Relocation Assistance – Upon notice to proceed and in the case of tenant occupied properties, after contact has been made with the owner, an initial contact meeting will be arranged with the displacee. The relocation agent will coordinate this meeting with the appraiser so that both inspections can be done at the same time. This will allow the relocation agent and appraiser to confirm what items are personal property and will be eligible for moving costs. In the initial contact the following will be discussed:

- The relocation assistance program in general
- Their rights under the program
- Moving expense eligibility
- Search expense eligibility
- Re-establishment expense eligibility
- Written Notice (eligibility letter, ninety day notice, thirty day notice)
- The project schedule
- Other pertinent issues

While the appraisal is in process, the relocation agent will perform the necessary work to compute the displacee's moving cost eligibility, either by a moving cost finding or by securing bids. Also the relocation agent will perform a study of the area to determine possible replacement properties for the displacees and identify agencies that can provide assistance in locating new locations. Once the appraisal has been completed, the relocation agent will review the report, to make sure no items being considered as personal property by the relocation agent, are paid for as real property in the appraisal.

Once an acquisition offer has been tendered to the owner of the property, the relocation agent will tender a relocation eligibility offer to the displacee, along with a 90 day vacate letter. The relocation agent will discuss the eligibility offer and the process for moving forward with relocation. Tentative vacate dates will be established in these meetings.

Once a settlement has been reached on the acquisition, and the owner has been paid, the relocation agent will issue a 30 day vacate notice, which will establish a vacate date and amount of rent to be paid, until the property is vacated.

As the properties are vacated, the relocation agent will work with the displacee to process relocation claims. The relocation agent will inspect the subject properties to confirm they have been vacated and to secure the building. Once the property is vacated and secured the relocation agent will turn a complete file and the keys over to the client.

All relocation activities will be in accordance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

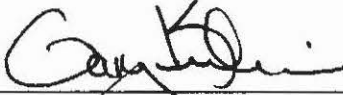
This scope of services does not include attendance at public meetings. If this service is required, it will be performed as an amendment to this work authorization on an hourly basis and expense reimbursement in accordance with TBE hourly rates.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$145,923.50**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY



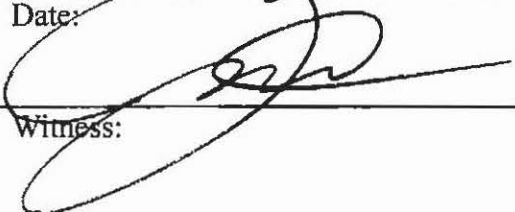
Administrator

Title

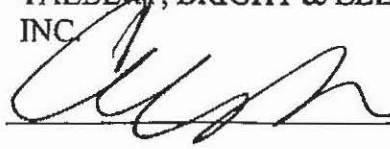
Date:

10/31/13

Witness:



APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.



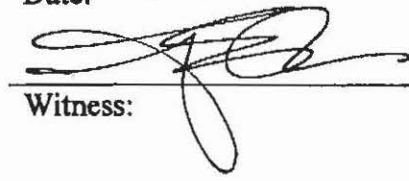
Vice President

Title:

Date:

11/4/13

Witness:



MANHOUR ESTIMATE

RUNWAY 03 LAND ACQUISITION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCDOA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1201

May 10, 2013

DESCRIPTION	PRIN	PM	SP	E6	E3	E2	E1	T5	T3	AD4	AD3
	\$175	\$ 164	\$ 130	\$147	\$ 95	\$ 82	\$ 72	\$ 98	\$ 69	\$ 68	\$ 55
<i>Project Formulation</i>											
Coordination of Land Acquisition Requirements	1	0	1	0	0	0	0	0	0	1	0
Develop Cost Estimates and Project Budget	1	0	1	0	0	0	0	0	0	1	0
Prepare Application for Funding	1	0	2	0	0	0	0	0	0	2	0
<i>Project Administration</i>											
Attend Project Start-Up Meeting	4	4	4	0	0	0	0	0	0	0	0
Select Appraiser, Surveyor	0	1	1	0	0	0	0	0	0	0	0
Coordinate with Surveyor	0	1	1	0	0	0	0	0	0	0	0
Develop Maps	0	0	20	0	0	0	20	0	0	0	0
Coordinate Appraisals	8	0	40	0	0	0	0	0	0	0	0
Coordinate Review Appraisals	8	0	40	0	0	0	0	0	0	0	0
Coordinate with Relocation Agent	8	0	40	0	0	0	0	0	0	0	0
Prepare Just Compensation Summary Sheet	4	4	16	0	0	0	0	0	0	0	0
Assist in Issuing Offer of Purchase	4	4	16	0	0	0	0	0	0	0	0
General Assistance	0	0	24	0	0	0	0	0	0	0	0
Complete Project Application	0	1	1	0	0	0	0	0	0	2	0
Project Budget/Schedule Updates	0	1	1	0	0	0	0	0	0	2	0
Assist in Project Close-Out	0	1	1	0	0	0	0	0	0	2	0
MANHOUR TOTAL	39	17	209	0	0	0	20	0	0	66	0

DIRECT LABOR EXPENSES

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 175	39	\$ 6,825
Project Manager	PM	\$ 164	17	\$ 2,788
Senior Planner	SP	\$ 130	209	\$ 27,170
Engineer VI	E6	\$ 147	-	-
Engineer III	E3	\$ 95	-	-
Engineer II	E2	\$ 82	-	-
Engineer I	E1	\$ 72	20	\$ 1,440
Technician V	T5	\$ 98	-	-
Technician III	T3	\$ 69	-	-
Admin. Assistant IV	AD4	\$ 68	66	\$ 4,488
Admin. Assistant DI	AD3	\$ 55	-	-
			Total	351
SUBTOTAL				\$ 42,711.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200.00	1	\$ 200
Postage	LS	\$ 300.00	1	\$ 300
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300
Travel	LS	\$ 260.00	4	\$ 1,040
SUBTOTAL				\$ 1,840.00

MANHOUR ESTIMATE

**RUNWAY 03 LAND ACQUISITION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCDOA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1201**

May 10, 2013

<u>SUBCONTRACTED SERVICES:</u>	<u>UNIT</u>	<u>UNIT</u>	<u>EST.</u>	<u>EST.</u>
		<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Appraisal	LS	\$ 18,918	1	\$ 18,918
Review Appraisal	LS	\$ 13,915	1	\$ 13,915
Survey Plat	LS	\$ 17,365	1	\$ 17,365
Relocation Assistance	LS	\$ 51,175	1	\$ 51,175
SUBTOTAL				\$ 101,373
TOTAL COST:				\$ 145,923.50

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 13-02
May 13, 2013
PROJECT NO.: TBI NO. 2119-1302**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

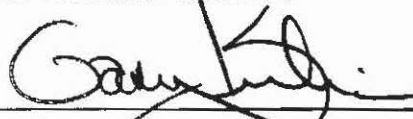
Description of Work Authorized: Talbert, Bright & Ellington, Inc. will provide engineering and planning services for design and bidding of the contract drawings for the Taxiway A relocation and replacement ramp project at the Hilton Head Island Airport (see attached Exhibit). As required by the FAA for commercial service airports, the surveying for the project will be done in accordance with FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$127,295.00 including \$6,450.00 for expenses. Special services shall be performed on a not to exceed basis with a budget of \$100,725.00, which includes reimbursable expenses. For a total of \$228,020.00.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY



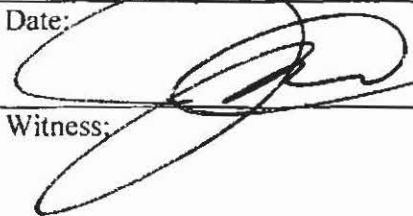
Administrator

Title


Date:

10/31/13

Witness:



APPROVED:
TALBERT BRIGHT & ELLINGTON,
INC.



Vice President

Title:

Date:

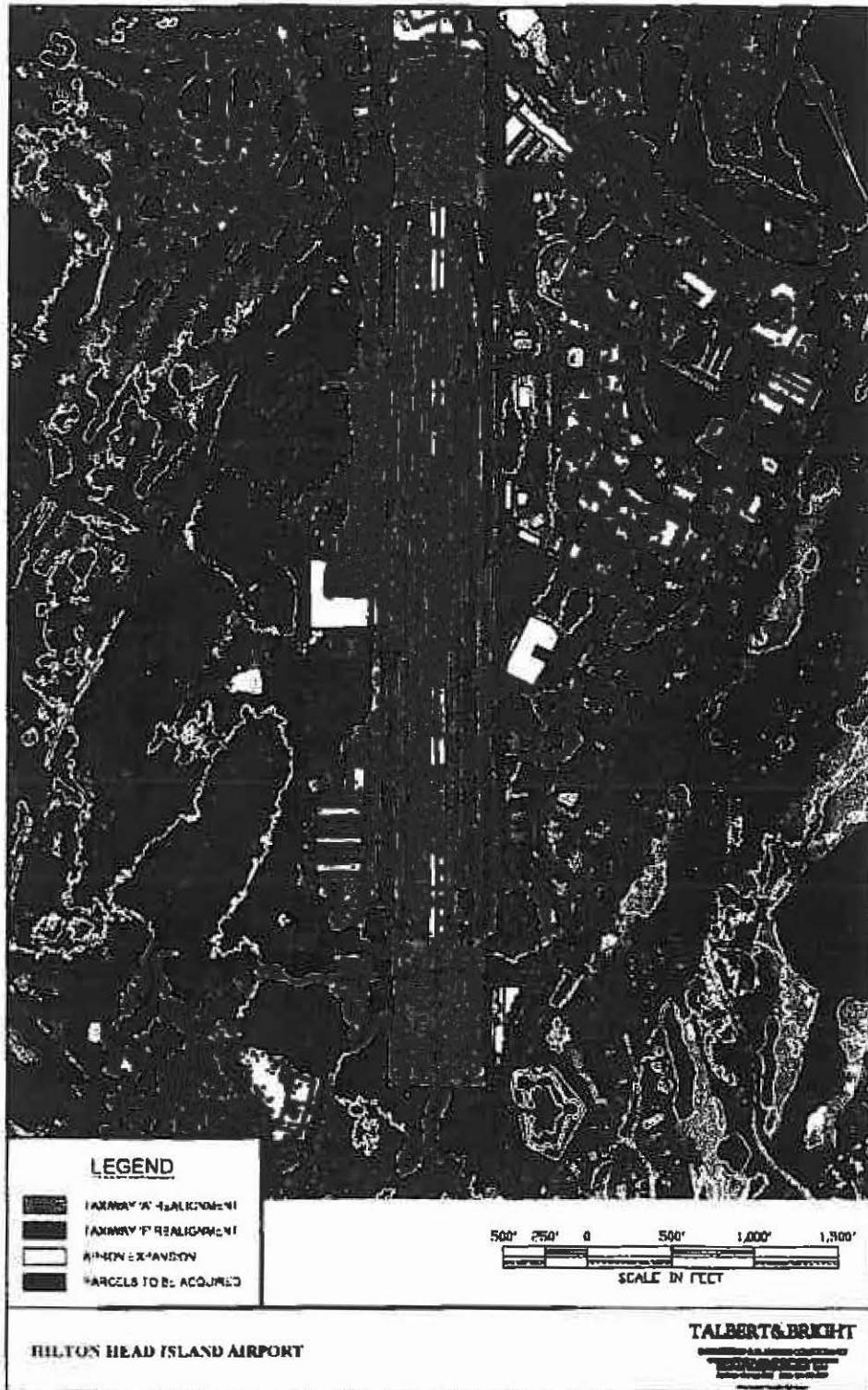
11/4/13

Witness:



Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1302



SUMMARY OF FEES

TAXIWAY 'A' RELOCATION AND GA APRON EXPANSION
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO.
SCAA PROJECT NO.
CLIENT PROJECT NO:
TBI PROJECT NO- 2119-1302

May 10, 2013

DESCRIPTION	ESTIMATED
BASIC SERVICES	COST
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 11,802.00
DESIGN PHASE (04)	\$ 90,191.00
BIDDING PHASE (05)	\$ 18,852.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	\$ 120,845.00
EXPENSES	\$ 6,450.00
SUBTOTAL	\$ 127,295.00
SUBCONSULTANTS	\$ 100,725.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
TOTAL	\$ 228,020.00

MANHOUR ESTIMATE

TAXIWAY 'A' RELOCATION AND GA APRON EXPANSION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO.
 SCAA PROJECT NO.
 CLIENT PROJECT NO.
 TBI PROJECT NO. 2119-1302

May 10, 2013

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T3	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Preliminary Project Review w/Owner	8	4	8	0	4	2	0	0	2	2	0
Develop Project Scope/Contract	2	2	4	0	0	0	0	0	1	2	0
Coordinate with Subcontractors	2	4	2	0	6	0	0	2	0	2	0
Determine Project Approach	2	4	0	0	6	0	0	2	0	0	0
Develop Preliminary Estimate	1	1	0	0	2	4	0	4	0	0	0
Project Scope/Contract Revisions	1	2	2	0	0	0	0	0	1	0	2
MANHOUR TOTAL	16	17	16	0	18	6	0	8	4	6	2

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MHRS	EST. COST
Principal	PRIN \$ 175	16	\$ 2,800
Project Manager	PM \$ 164	17	\$ 2,788
Senior Planner	SP \$ 130	16	\$ 2,080
Engineer V	E6 \$ 147	-	\$ -
Engineer III	E4 \$ 112	18	\$ 2,016
Engineer II	E2 \$ 82	6	\$ 492
Engineer I	E1 \$ 72	-	\$ -
Technician V	T3 \$ 98	8	\$ 784
Technician III	T3 \$ 69	4	\$ 276
Admin. Assistant IV	AD5 \$ 76	6	\$ 456
Admin. Assistant III	AD3 \$ 55	2	\$ 110
	Total	93	
SUBTOTAL			\$ 11,002.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100
Postage	LS	\$ 75	1	\$ 75
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100	1	\$ 100
Travel	LS	\$ 250	1	\$ 250
SUBTOTAL				\$ 525.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
	NTE		1	\$ -
	NTE		1	\$ -
SUBTOTAL				\$ -

TOTAL PRELIMINARY COST: \$ 11,527.00

MANHOUR ESTIMATE

TAXIWAY 'A' RELOCATION AND GA APRON EXPANSION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AJP PROJECT NO.
 SCAA PROJECT NO.
 CLIENT PROJECT NO.
 TBI PROJECT NO 2119-1302

May 18, 2013

DESIGN PHASE (04)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T5	T3	ADS	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
PLANS											
Cover Sheet (1)	0	1	0	0	0	1	0	0	2	0	0
Quantities and General Notes (1)	0	1	0	1	0	1	2	0	0	0	0
Phasing and Safety Plan (2)	1	4	0	4	4	6	4	0	4	0	0
Geometric Plan (4)	1	2	0	0	2	4	6	0	6	0	0
Demolition Plan (4)	1	2	0	0	2	4	6	0	6	0	0
Grading and Drainage Plan (4)	2	4	0	8	16	20	28	40	8	0	0
Typical Section and Pavement Details (1)	0	1	0	2	2	4	6	2	4	0	0
Drainage Details (1)	0	1	0	2	2	4	6	2	6	0	0
Sediment and Erosion Control Plan (8)	2	6	0	12	20	16	12	24	8	0	0
Sediment and Erosion Control Details (2)	1	2	0	2	4	4	6	2	8	0	0
Marking Plan and Details (2)	0	1	0	2	4	8	10	4	4	0	0
Lighting Plan (4)	2	4	0	6	10	12	20	16	12	0	0
Electrical Details (2)	0	1	0	2	4	4	8	2	8	0	0
Vault Modification Plan (1)	1	2	0	2	4	2	4	2	4	0	0
Miscellaneous Details (2)	1	2	0	2	2	8	6	2	8	0	0
Drainage Profiles (2)	0	1	0	2	4	4	4	8	4	0	0
DESIGN											
Coordination/Meetings with Owner	4	4	0	0	4	0	0	0	2	0	2
Pre-design Meeting with Owner	4	4	0	0	0	0	0	0	2	0	0
Sequence of Construction	2	4	0	2	4	2	0	0	0	0	0
Grading Design	2	4	0	4	8	8	0	16	0	0	0
Pavement Design	1	2	0	0	2	2	0	2	0	0	0
Erosion Control Design	0	2	0	4	6	6	4	2	0	0	0
SWPPP Coordination and Plan Preparation	0	2	6	4	2	2	0	2	2	1	2
NFDC Coordination	0	2	6	0	0	0	0	0	0	1	2
Electrical Design	2	4	0	4	6	8	0	0	0	0	0
Specifications	2	4	0	8	4	0	0	0	0	4	8
Quantities and Construction Estimate	0	2	0	0	2	2	4	4	4	0	0
Design Review Meeting (1)	4	4	0	0	0	0	0	0	2	0	0
Quality Assurance Plan	4	8	0	0	0	0	0	0	0	0	0
Revisions	1	1	0	2	4	4	6	6	8	1	2
MANHOUR TOTAL	38	82	12	73	122	136	142	136	132	7	16

DIRECT LABOR EXPENSES

CLASSIFICATION		HILL RATE	EST. MHRS	EST COST
Principal	PRIN	\$ 175	38	\$ 6,650
Project Manager	PM	\$ 164	82	\$ 13,448
Senior Planner	SP	\$ 130	12	\$ 1,560
Engineer V	E6	\$ 147	75	\$ 11,025
Engineer III	E4	\$ 112	122	\$ 13,664
Engineer II	E2	\$ 82	136	\$ 11,152
Engineer I	E1	\$ 72	142	\$ 10,224
Technician V	T5	\$ 98	136	\$ 13,328
Technician III	T3	\$ 69	112	\$ 7,728
Admin. Assistant IV	ADS	\$ 76	7	\$ 532
Admin. Assistant II	AD3	\$ 55	16	\$ 880
	Total		878	
SUBTOTAL				\$ 90,191.00

MANHOUR ESTIMATE

TAXIWAY 'A' RELOCATION AND GA APRON EXPANSION
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO.
SCAA PROJECT NO.
CLIENT PROJECT NO.
TDM PROJECT NO: 2119-1302

May 10, 2013

DESIGN PHASE (04)

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST COST
Telephones	LS	\$ 250	1	\$ 250.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 250	1	\$ 250.00
Travel	LS	\$ 750	1	\$ 750.00
SUBTOTAL				\$ 1,450.00

SCOPE OF SUBCONTRACTED SERVICES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST COST
Ground Survey	NTE	\$ 75,000	1	\$ 75,000.00
Geotechnical Investigation	NTE	\$ 25,725	1	\$ 25,725.00
SUBTOTAL				\$ 100,725.00

TOTAL DESIGN COST: \$ 192,366.00

MANHOUR ESTIMATE

TAXIWAY 'A' RELOCATION AND GA APRON EXPANSION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIF PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1302

May 16, 2013

BIDDING PHASE (05)

DESCRIPTION	PRJN	PM	SP	E6	E4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Coordinate Advertisement	0	1	0	0	0	0	0	0	0	0	0
Distribute Bid Documents	0	0	0	0	0	0	0	0	12	20	20
Prebid Meeting	0	0	0	0	0	0	2	0	2	0	0
Bidder Question and Answers	4	0	0	0	6	4	2	2	4	2	4
Prepare Addenda	2	6	0	0	10	0	6	6	4	6	4
Rfd Opening and Tabulation	0	1	0	0	0	0	4	0	0	2	1
Recommendation of Award	0	2	0	0	0	0	0	0	0	0	2
MANHOUR TOTAL	6	26	0	16	24	14	14	8	22	30	32

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MHRS	EST. COST
Principal	PRJN \$ 175	6	\$ 1,050
Project Manager	PM \$ 164	26	\$ 4,264
Senior Planner	SP \$ 130	0	\$ -
Engineer V	E6 \$ 147	16	\$ 2,352
Engineer III	E4 \$ 112	24	\$ 2,688
Engineer II	E2 \$ 82	14	\$ 1,148
Engineer I	E1 \$ 72	14	\$ 1,008
Technician V	T5 \$ 98	8	\$ 784
Technician III	T3 \$ 69	22	\$ 1,518
Admin. Assistant IV	AD5 \$ 76	30	\$ 2,280
Admin. Assistant III	AD3 \$ 55	32	\$ 1,760
	Total	192	
SUBTOTAL			\$ 18,852.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST COST
Telephone	LS \$	200	1	\$ 200.00
Postage	LS \$	175	1	\$ 175.00
Copying	LS \$	1,200	1	\$ 1,200.00
Reproduction	LS \$	1,000	1	\$ 1,000.00
Advertisement	LS \$	1,200	1	\$ 1,200.00
Miscellaneous expenses (prizes, fares, copies)	LS \$	200	1	\$ 200.00
Travel	LS \$	500	1	\$ 500.00
EXPENSE DESCRIPTION				\$ 4,475.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST COST
-	-	-	-	-
-	-	-	-	-
SUBTOTAL				\$ -
TOTAL BIDDING COST:				\$ 23,327.00

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 13-03
May 13, 2013
PROJECT NO.: TBI NO. 2119-1303**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: Talbert, Bright & Ellington, Inc. will provide engineering and planning services for design and bidding of the contract drawings for the Taxiway F realignment project at the Hilton Head Island Airport (see attached Exhibit). As required by the FAA for commercial service airports, the surveying for the project will be done in accordance with FAA Advisory Circular 150/5300-18B, *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$80,633.00** including **\$5,365.00** for expenses. Special services shall be performed on a not to exceed basis with a budget of **\$52,250.00**, which includes reimbursable expenses. For a total of **\$132,883.00**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY



Administrator

Title

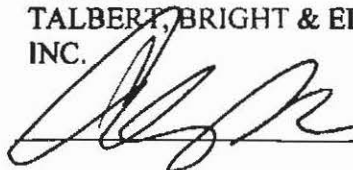
Date: 10/31/13

Date:

Witness:



APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.



Vice President

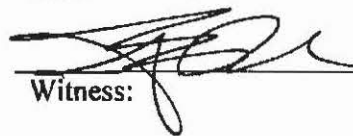
Title:

Title:

Date: 11/4/13

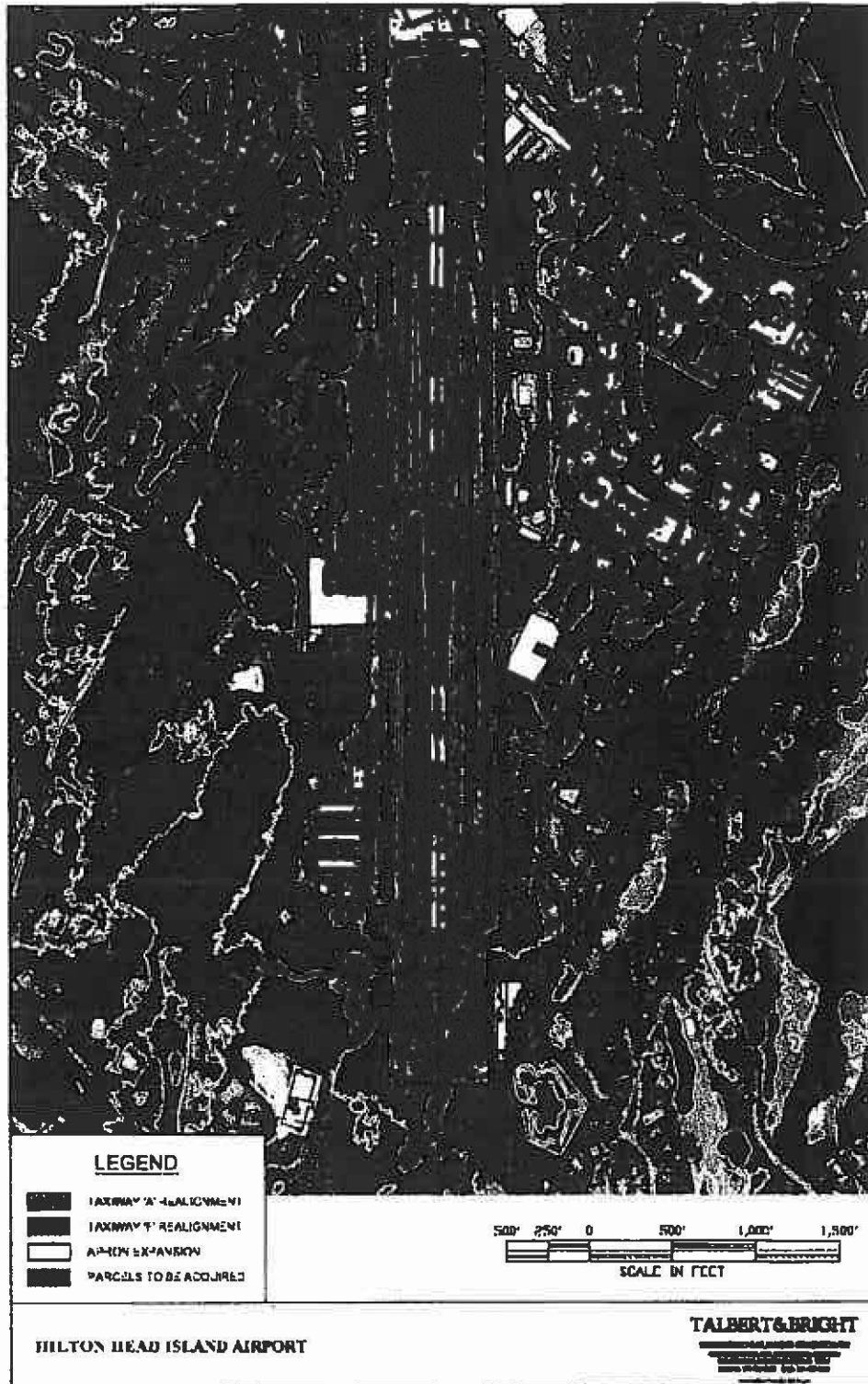
Date:

Witness:



Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1303



MANHOUR ESTIMATE

TAXIWAY 'F' RELOCATION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCAA PROJECT NO.
 CLIENT PROJECT NO
 TBI PROJECT NO 2119-1303

May 10, 2013

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRN	PM	SP	B6	B4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Preliminary Project Review w/Owner	4	2	4	0	0	2	0	0	1	1	0
Develop Project Scope/Contract	1	1	2	0	0	0	0	0	1	1	0
Coordinate with Subconsultants	1	2	0	0	4	0	0	0	1	1	0
Determine Project Approach	1	1	0	0	6	0	0	2	0	0	0
Develop Preliminary Estimates	0	1	0	0	2	4	0	2	0	0	0
Project Scope/Contract Revisions	1	1	2	0	0	0	0	0	0	0	0
MANHOUR TOTAL	8	8	8	0	12	6	0	4	3	3	0

DIRECT LABOR EXPENSES

CLASSIFICATION		BILL RATE	EST. MHRS	EST COST
Principal	PRIN	\$ 175	8	\$ 1,400
Project Manager	PM	\$ 164	8	\$ 1,312
Senior Planner	SP	\$ 130	8	\$ 1,040
Engineer V	B6	\$ 147	-	\$ -
Engineer III	B4	\$ 112	12	\$ 1,344
Engineer II	E2	\$ 82	6	\$ 492
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	4	\$ 392
Technician III	T3	\$ 69	3	\$ 207
Admin. Assistant IV	AD5	\$ 76	3	\$ 228
Admin. Assistant III	AD3	\$ 55	-	\$ -
			Total	52
SUBTOTAL				\$ 6,755.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ 70	1	\$ 70
Postage	LS	\$ 50	1	\$ 50
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 70	1	\$ 70
Travel	LS	\$ 150	1	\$ 150
SUBTOTAL				\$ 340.00

SCOPE OF SUBCONTRACTED SERVICES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
	NTR		1	\$ -
	NTR		1	\$ -
SUBTOTAL				\$ -

TOTAL PRELIMINARY COST: \$ 6,755.00

MANHOUR ESTIMATE

TAXIWAY 'F' RELOCATION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO
 SCAA PROJECT NO
 CLIENT PROJECT NO
 TRF PROJECT NO. 2119-1303

May 14, 2013

DESIGN PHASE (04)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
PLANS											
Cover Sheet (1)	0	1	0	0	0	1	0	0	2	0	0
Quantities and General Notes (1)	0	1	0	1	0	1	2	0	0	0	0
Planning and Safety Plan (2)	1	2	0	2	4	6	4	0	4	0	0
Geometric Plan (2)	1	2	0	0	2	4	6	0	6	0	0
Demolition Plan (2)	0	2	0	0	2	4	6	0	6	0	0
Grading and Drainage Plan (2)	2	4	0	4	8	10	12	20	4	0	0
Typical Section and Pavement Details (1)	0	1	0	1	2	2	2	2	4	0	0
Drainage Details (1)	0	1	0	1	2	2	2	2	4	0	0
Sediment and Erosion Control Plan (4)	1	4	0	4	12	10	8	12	6	0	0
Sediment and Erosion Control Details (2)	0	1	0	2	2	4	4	2	6	0	0
Marking Plan and Details (1)	0	1	0	2	2	4	8	2	4	0	0
Lighting Plan (2)	1	2	0	4	6	8	12	4	4	0	0
Electrical Details (1)	0	1	0	1	2	2	4	2	4	0	0
Miscellaneous Details (1)	0	1	0	1	2	2	4	2	4	0	0
Drainage Profiles (1)	0	1	0	1	2	4	2	4	2	0	0
DESIGN											
Coordination/Meetings with Owner	4	4	0	0	0	0	0	0	1	0	1
Pre-design Meeting with Owner	4	4	0	0	0	0	0	0	1	0	0
Sequence of Construction	1	2	0	2	4	2	0	0	0	0	0
Grading Design	1	2	0	2	4	2	0	6	0	0	0
Pavement Design	0	1	0	0	2	2	0	2	0	0	0
Erosion Control Design	0	2	0	4	6	4	2	2	0	0	0
SWPPP Coordination and Plan Preparation	0	2	4	2	2	2	0	0	2	1	1
NPDC Coordination	0	2	4	0	0	0	0	0	0	1	1
Electrical Design	0	1	0	4	4	6	0	0	0	0	0
Specifications	2	4	0	6	4	0	0	0	0	4	8
Quantities and Construction Estimate	0	1	0	0	2	2	4	2	4	0	0
Design Review Meeting (1)	4	4	0	0	0	0	0	0	2	0	0
Quality Assurance Plan	4	6	0	0	0	0	0	0	0	0	0
Revisions	0	0	0	2	4	4	6	6	6	0	1
MANHOUR TOTAL	26	60	8	46	80	88	88	74	76	6	12

DIRECT LABOR EXPENSES

CLASSIFICATION		BILL. RATE	EST MHRs	EST COST
Principal	PRIN	\$ 175	26	\$ 4,550
Project Manager	PM	\$ 164	60	\$ 9,840
Senior Planner	SP	\$ 130	8	\$ 1,040
Engineer V	E6	\$ 147	46	\$ 6,762
Engineer III	E4	\$ 112	80	\$ 8,960
Engineer II	E2	\$ 82	88	\$ 7,216
Engineer I	E1	\$ 72	88	\$ 6,336
Technician V	T5	\$ 98	74	\$ 7,252
Technician III	T3	\$ 69	76	\$ 5,244
Admin Assistant IV	AD5	\$ 76	6	\$ 456
Admin Assistant II	AD3	\$ 55	12	\$ 660
		Total	564	\$ 38,316.00
SUBTOTAL				\$ 38,316.00

MANHOOR ESTIMATE

TAXIWAY 'F' RELOCATION
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
A/P PROJECT NO.
SCAA PROJECT NO.
CLIENT PROJECT NO.
TBI PROJECT NO. 2119-1303

May 10, 2013

DESIGN PHASE (04)

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ 350	1	\$ 350.00
Passage	LS	\$ 125	1	\$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 175	1	\$ 175.00
Travel	LS	\$ 600	1	\$ 600.00
<u>SUBTOTAL</u>				\$ 1,250.00

SCOPE OF SUBCONTRACTED SERVICES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Ground Survey	NTE	\$ 35,000	1	\$ 35,000.00
Geotechnical Investigation	NTE	\$ 17,250	1	\$ 17,250.00
<u>SUBTOTAL</u>				\$ 52,250.00

TOTAL DESIGN COST: \$ 111,616.00

MANHOOR ESTIMATE

TAXIWAY 'F' RELOCATION
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 A/P PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1303

May 10, 2013

BIDDING PHASE (05)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Coordinate Advertisement	0	0	1	0	0	0	0	0	0	0	0
Distribute Bid Documents	0	0	0	0	0	0	0	0	6	12	12
Bid Meeting	0	6	0	0	0	0	1	0	1	0	0
Bidder Question and Answers	2	4	0	6	4	2	2	0	1	2	2
Prepare Addenda	2	4	0	6	4	4	2	0	1	2	2
Bid Opening and Tabulation	0	1	0	0	6	0	1	0	0	0	1
Recommendation of Award	0	1	0	0	0	0	0	0	0	0	1
MANHOOR TOTAL	4	16	1	12	14	6	6	0	9	16	18

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MTRS	EST. COST
Principal	PRIN \$ 175	4	\$ 700
Project Manager	PM \$ 164	16	\$ 2,624
Senior Planner	SP \$ 130	1	\$ 130
Engineer V	E6 \$ 147	12	\$ 1,764
Engineer III	E4 \$ 112	14	\$ 1,568
Engineer II	E2 \$ 82	6	\$ 492
Engineer I	E1 \$ 72	6	\$ 432
Technician V	T5 \$ 98	0	\$ -
Technician III	T3 \$ 69	9	\$ 621
Admin. Assistant IV	AD5 \$ 76	16	\$ 1,216
Admin. Assistant III	AD3 \$ 55	18	\$ 990
	Total	102	
SUBTOTAL			\$ 10,337.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST. COST
Telephone	LS	\$ 150	1	\$ 150.00
Postage	LS	\$ 125	1	\$ 125.00
Copying	LS	\$ 1,050	1	\$ 1,050.00
Reproduction	LS	\$ 750	1	\$ 750.00
Advertisement	LS	\$ 1,200	1	\$ 1,200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Travel	LS	\$ 500	1	\$ 500.00
EXPENSE DESCRIPTION				\$ 3,975.00

SCOPE OF SUBCONTRACTED SERVICES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
-	-	-	-	-
-	-	-	-	-
SUBTOTAL				\$ -
TOTAL BIDDING COST:				\$ 14,312.00

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 13-05
June 10, 2013
PROJECT NO.: TBI NO. 2119-1305**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: Talbert, Bright & Ellington Inc.'s (TBE) scope of services relating to the preparation of a categorical exclusion (CE) for the relocation of Taxiway A and replacement ramp and realignment of Taxiway F.

The following tasks are required to achieve the aforementioned output.

TASK 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with Beaufort County (COUNTY), in order to create a flow chart of activities and a milestone schedule. These two items will provide the COUNTY and TBE with a sequential scheme of events and the anticipated dates to achieve the project goals.

ASSUMPTION:

1. *For budgeting purposes, it was assumed that the project should take 6 months, not including review by resource and regulatory agencies and public review.*

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Field Work	60	60
Document Preparation/In-house Review	30	90
FAA/Client Review		
Document Finalization	30	120

DELIVERABLES:

1. *A flow chart of activities and milestone schedule.*
2. *Attendance at three (3) meetings, not including a public hearing workshop (if required).*

TASK 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project's progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for the South Carolina State Clearinghouse advising of the COUNTY's intent to proceed with the preparation of a categorical exclusion.

DELIVERABLE:

- 1. *TBE will prepare the scoping letter.*

TASK 3: CATEGORICAL EXCLUSION CHECKLIST

The environmental impact determination will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), *FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions* (April 28, 2006), and *FAA Order 1050.1E Change 1 Environmental Impacts: Policies and Procedures* (March 20, 2006).

A Categorical Exclusion Checklist will be prepared; however, specific environmental impact categories will be assessed from the data collected for the runway extension environmental assessment that is currently ongoing.

TASK 4: DRAFT CATEGORICAL EXCLUSION DOCUMENTATION

TBE will prepare a draft CE in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), FAA Order 5050.4A, *Airport Environmental Handbook*, and FAA Order 1050.1D *Policies and Procedures for Considering Environmental Impacts*, utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Four (4)** copies of the preliminary draft CE will be distributed for review and comment. Comments will be incorporated and **twenty (20)** copies of the approved draft document will be prepared for general distribution to the reviewing agencies. The draft CE will address the following items:

- A. CHECKLIST – This section will include the CE checklist.

- B. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. *The COUNTY and FAA will review the preliminary draft CE document concurrently and will provide comments to TBE.*
2. *TBE will assume one (1) concurrent independent review by the COUNTY and FAA prior to approval of the draft CE.*

DELIVERABLES

1. *Four (4) copies of the preliminary draft CE for review; and,*
2. *Twenty (20) copies of approved draft CE.*

TASK 5: ADVERTISE AND EVALUATE COMMENTS

ASSUMPTIONS:

1. *TBE will prepare the advertisement for the availability of the draft CE review.*
2. *Beaufort will advertise the availability of the draft CE.*
3. *It is assumed that a public hearing workshop will not be required. If required, this will be done under an amendment to this contract.*

TASK 6: FINAL CATEGORICAL EXCLUSION DOCUMENTATION

TBE will revise the draft CE in accordance with the appropriate regulatory guidance referenced in Task 4. Four (4) copies each of the preliminary final CE will be distributed for review and comment. Comments will be incorporated and ten (10) copies of the approved final CE will be prepared for general distribution to those agencies having provided substantive comments into the final CE. The final CE will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of draft CE and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.
- C. Attach written comments received following draft CE circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

ASSUMPTIONS:

1. The COUNTY and FAA will review the preliminary final CE concurrently and will provide comments to the TBE.
2. TBE will assume one (1) concurrent independent review prior to approval of the final CE.
3. FAA will prepare the Finding of No Significant Impact (FONSI).

DELIVERABLES:

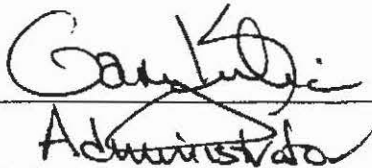
1. Four (4) copies of the preliminary final CE for review; and,
2. Ten (10) copies of approved final CE.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$65,014.00**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY

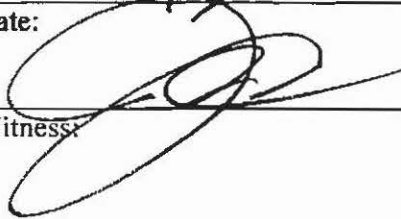


Title

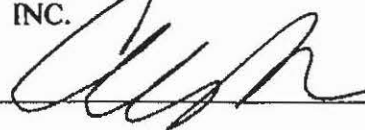
Date:

10/31/13

Witness:



APPROVED:
TALBERT BRIGHT & ELLINGTON,
INC.




Vice President

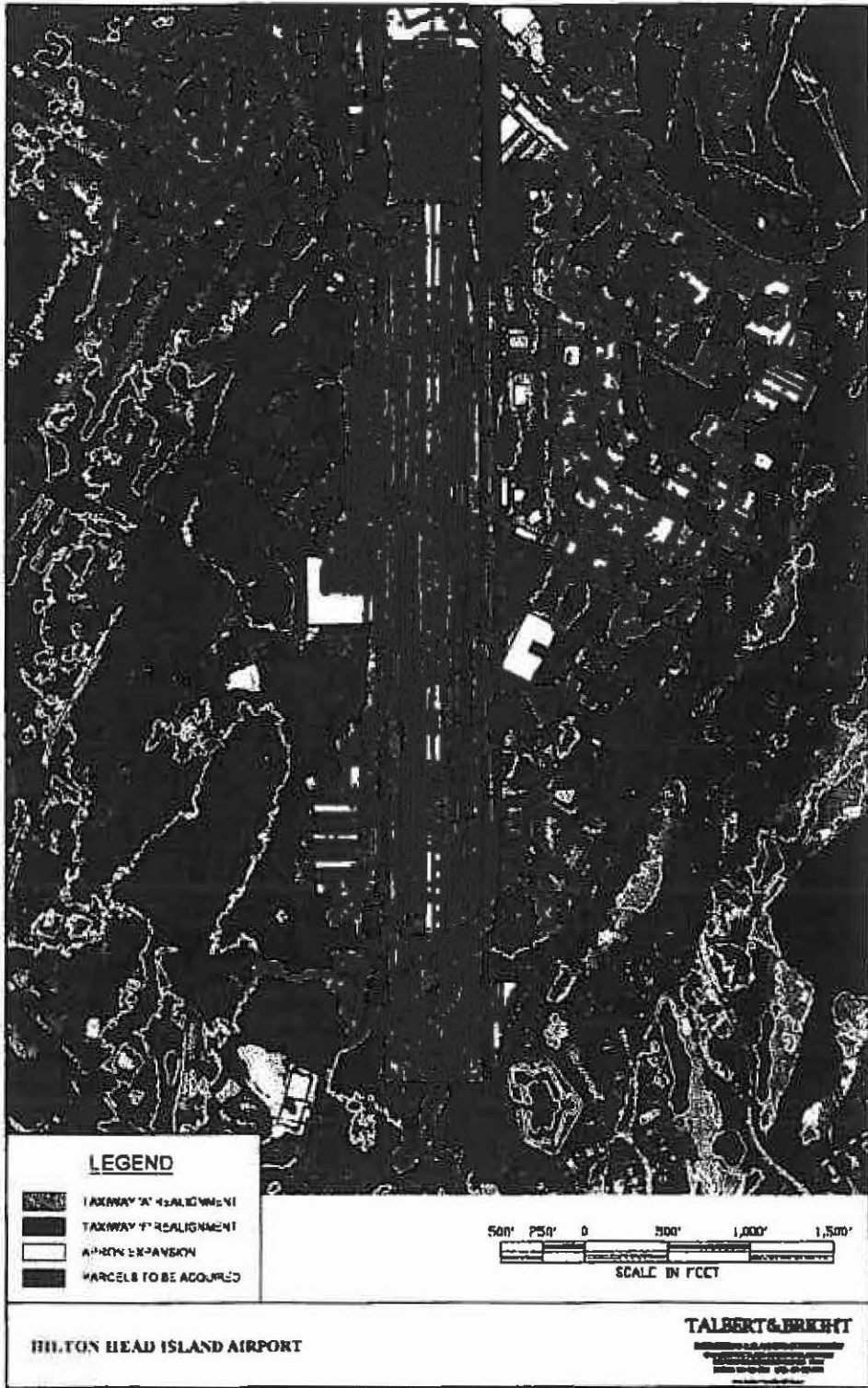
Title:

Date:

11/4/13

Witness:





MANHOOR ESTIMATE

RELOCATION OF TAXIWAY A AND REPLACEMENT RAMP AND REALIGNMENT OF TAXIWAY F CATEGORICAL EXCLUSION
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO.
 SCAC PROJECT NO.
 CLIENT PROJECT NO:
 TBE PROJECT NO: 2119-1305

June 10, 2013

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T3	T3	AD3	AD4
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 72	\$ 72	\$ 98	\$ 69	\$ 76	\$ 68
PRELIMINARY PROJECT SCOPING											
Develop Project Scope/Contract	4	4	12	0	0	0	0	0	0	0	0
TASK 1 - PROJECT MANAGEMENT											
Monthly Meeting	10	0	20	0	0	0	0	0	0	0	0
Monthly Status Reports	0	0	8	0	0	0	0	0	0	0	0
Project Management	8	8	20	0	0	0	0	0	0	8	0
Additional Meetings	0	0	20	0	0	0	0	0	0	8	0
TASK 2 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION											
Agency Meetings	0	0	16	0	0	0	0	0	0	0	0
Scoping Letter	0	0	4	0	0	0	0	0	0	0	0
Letter of Intent	0	0	4	0	0	0	0	0	0	0	0
TASK 3 - CATEGORICAL EXCLUSION CHECKLIST											
Review of Checklist and Revision of Phase I Development Projects EA	0	0	24	0	0	0	12	0	0	0	0
TASK 4 - DRAFT CATEGORICAL EXCLUSION											
Checklist	0	0	20	0	0	0	16	0	0	0	0
Comments and Coordination	0	0	4	0	0	0	2	0	0	0	0
Preliminary Draft Categorical Exclusion	8	8	16	0	0	0	16	0	0	0	0
Final Draft Categorical Exclusion	8	8	16	0	0	0	16	0	0	0	2
TASK 5 - ADVERTISE, CONDUCT PUBLIC HEARING, AND EVALUATE COMMENT											
Prepare Advertisement	0	0	2	0	0	0	1	0	0	0	1
Prepare Comment Responses	0	0	8	0	0	0	8	8	0	0	0
TASK 6 - FINAL CATEGORICAL EXCLUSION											
Revise Draft Categorical Exclusion	0	0	8	0	0	0	8	8	0	0	2
Preliminary Final Categorical Exclusion	8	8	8	0	0	0	0	0	0	0	2
Final Categorical Exclusion	8	8	16	0	0	0	16	16	0	0	0
MANHOOR TOTAL	54	44	226	0	0	0	95	32	0	16	7

DIRECT LABOR EXPENSES
 CLASSIFICATION

		BILL	EST	EST
		RATE	MHRS	COST
Principal	PRIN	\$ 175	54	\$ 9,450
Project Manager	PM	\$ 164	44	\$ 7,216
Senior Planner	SP	\$ 130	226	\$ 29,380
Engineer V	E6	\$ 147	-	-
Engineer III	E4	\$ 112	-	-
Engineer II	E2	\$ 72	-	-
Engineer I	E1	\$ 72	95	\$ 6,840
Technician V	T3	\$ 98	32	\$ 3,136
Technician III	T3	\$ 69	-	-

MANHOOR ESTIMATE

RELOCATION OF TAXIWAY A AND REPLACEMENT RAMP AND REALIGNMENT OF TAXIWAY F CATEGORICAL EXCLUSION
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCAC PROJECT NO:
 CLIENT PROJECT NO:
 TBE PROJECT NO. 2119-1305

June 10, 2013

Admin. Assistant IV	ADS	\$	76	16	\$	1,216
Admin. Assistant III	ADM	\$	68	7	\$	476
			Total	474		
SUBTOTAL						\$ 37,714.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST	
Telephone	LS	\$ 250.00	2	\$ 500	
Postage	LS	\$ 500.00	1	\$ 500	
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500.00	1	\$ 500	
Travel/Per Diem	LS	\$ 2,000.00	1	\$ 2,000	
Draft Categorical Exclusion	CE	\$ 100.00	24	\$ 2,400	
Final Categorical Exclusion	CE	\$ 100.00	14	\$ 1,400	
SUBTOTAL					\$ 7,300.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST	
	LS	\$	-	\$ -	
	LS	\$	-	\$ -	
	LS	\$	-	\$ -	
	LS	\$	-	\$ -	
SUBTOTAL					\$ -

TOTAL PRELIMINARY COST: **\$ 65,014.00**

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 13-07
October 16, 2013
PROJECT NO.: TBI NO. 2119-1307**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: As part of the ongoing tree removal project at the Hilton Head Island Airport, this scope of services outlines the tasks to complete the onsite tree mitigation for the tree removal project on Runway 21. The scope of services is as follows.

Task 1 Preliminary Design – TBE will evaluate the design plans and specifications prepared by CDM Smith in 2012 for the tree mitigation project required because of the removal of trees on the airport property. The project was originally bid in 2012, but due to the law suit brought by the St. James Baptist Church and Palmetto Hall Plantation, as well as the lack of responsive bidders, the project was placed on hold. The lawsuit was dropped in mid 2013 and the project is proceeding by being re-bid.

Task 2 Bid Phase Services – In preparation for rebidding the project TBE will:

- Modify the bid documents to remove the alternative options for planting of native grasses in the runway safety area.
- Assist the County in advertising for and obtaining bids for construction services.
- Maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents.
- Answer questions from potential bidders during the bidding phase.
- Assist the County in conducting a pre-bid conference to share pertinent bidding and technical information and requirements with prospective bidders.
- Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.
- Distribute sets of Bidding Documents to Prospective Bidders and plan offices (Dodge and AGC) during the Bidding Phase.
- Attend the bid opening, prepare bid tabulation sheets, and assist the County in evaluating bids or proposals.
- Assist County in assembling construction contracts.

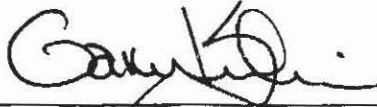
Task 3 Construction Phase Services – TBE shall provide construction contract administration and resident inspection services for the tree mitigation project.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$205,128.50**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY



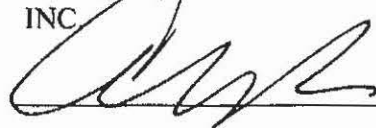
Administrator

Title

Date: 10/31/13

Witness: 

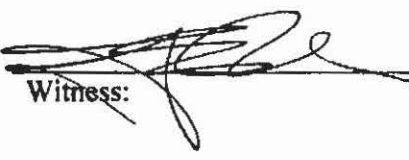
APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC



Vice President

Title:

Date: 11/4/13

Witness: 

MANHOOR ESTIMATE

BIDDING AND CONSTRUCTION PHASE SERVICES FOR ON-AIRPORT TRAFFIC MITIGATION PROJECT
HILTON HEAD ISLAND AIRPORT
HILTON HEAD, SOUTH CAROLINA
AIF PROJECT NO: 3-41-8030-019-2010
TBI PROJECT NO:

October 16, 2013

PROJECT FORMULATION/DEVELOPMENT PHASE (P1)

DESCRIPTION	PRDN	PM	SP	EN	EA	E2	E1	TS	TS	AD5	AD3
	\$ 173	\$ 164	\$ 130	\$ 147	\$ 112	\$ 83	\$ 72	\$ 98	\$ 69	\$ 76	\$ 53
Preliminary project review w/Owner	1	0	0	0	0	0	0	0	0	0	0
Develop project scope/contract	2	2	0	0	0	0	0	0	0	1	0
Coordinate with subcontractors	2	2	4	0	0	0	0	0	0	0	0
Develop project approach	1	4	4	0	0	0	0	0	0	0	0
Develop preliminary estimates	0	1	1	0	0	0	0	0	0	0	0
Project scope/contract revisions	1	1	1	0	0	0	0	0	1	0	0
MANHOOR TOTAL	14	10	28	0	0	0	0	0	1	2	3

DIRECT LABOR EXPENSES:

CLASSIFICATION		HLL	EST	EST	
		RATE	HOURS	COST	
Principal	PRDN	1	173	14	3,439
Project Manager	PM	1	164	10	1,640
Senior Engineer	SP	1	130	28	3,380
Engineer V	EN	1	147	-	-
Engineer III	EA	1	112	-	-
Engineer II	E2	1	83	-	-
Engineer I	E1	1	72	-	-
Technician V	TS	1	98	-	-
Technician III	TS	1	69	1	69
Admin. Assistant IV	AD5	1	76	2	152
Admin. Assistant III	AD3	1	53	3	163
			TOTAL	56	
SUBTOTAL					\$ 7,886.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT	EST	EST	
		RATE	UNITS	COST	
Telephone	LS	1	130	0.5	73
Postage	LS	1	150	0.5	75
Merchandise expenses (print, fax, copies)	LS	1	300	1	200
Per Diem	LS	1	147	2	294
SUBTOTAL					\$ 644.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT	EST	EST
		RATE	UNITS	COST
MTE	1	-	0	0
MTE	1	-	0	0
SUBTOTAL				\$ -

TOTAL PRELIMINARY COST: \$ 8,500.00

MANHOUR ESTIMATE

BIDDING AND CONSTRUCTION PHASE SERVICES FOR ON-AIRPORT TREE MITIGATION PROJECT
HILTON HEAD ISLAND AIRPORT
HILTON HEAD, SOUTH CAROLINA
AJP PROJECT NO 3-45-0030-029-2010
TBI PROJECT NO:

October 16, 2013

BIDDING PHASE (05)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Coordinate advertisement	0	1	0	0	0	0	0	0	0	0	0
Distribute bid documents	0	0	0	0	0	0	0	0	0	0	0
Prebid meeting	0	8	8	0	0	0	0	0	0	0	0
Bidder question & answers	2	6	0	4	6	4	2	0	2	2	4
Prepare addenda	2	6	8	4	0	0	0	0	0	0	0
Bid opening, tabulation	8	8	8	4	0	0	4	0	0	2	2
Recommendation of Award	2	2	2	0	0	0	0	0	0	0	2
MANHOUR TOTAL	14	31	26	12	6	4	6	0	2	4	8

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 175	14	\$ 2,450
Project Manager	PM	\$ 164	31	\$ 5,084
Senior Planner	SP	\$ 130	26	\$ 3,380
Engineer V	E6	\$ 147	12	\$ 1,764
Engineer III	E4	\$ 112	6	\$ 672
Engineer II	E2	\$ 82	4	\$ 328
Engineer I	E1	\$ 72	6	\$ 432
Technician V	T5	\$ 98	0	\$ -
Technician III	T3	\$ 69	2	\$ 138
Admin. Assistant IV	AD5	\$ 76	4	\$ 304
Admin. Assistant III	AD3	\$ 55	8	\$ 440
			Total	113
SUBTOTAL				\$ 14,992.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	0.5	\$ 100.00

Postage	LS	\$	175	1	\$	175.00
Copying	LS	\$	250	1	\$	250.00
Reproduction	LS	\$	250	1	\$	250.00
Advertisement	LS	\$	-	1	\$	-
Miscellaneous expenses (prints, faxes, copies)	LS	\$	100	1	\$	100.00
Per Diem	LS	\$	147	1	\$	147.00
EXPENSE DESCRIPTION					\$	1,022.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
-	-	-	-	-
-	-	-	-	-
SUBTOTAL				\$ -
TOTAL BIDDING COST:				\$ 16,014.00

MANHOOR ESTIMATE

BIDDING AND CONSTRUCTION PHASE SERVICES FOR ON-AIRPORT TREE MITIGATION PROJECT
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD, SOUTH CAROLINA
 AIP PROJECT NO: 3-43-0030-029-2010
 TBI PROJECT NO:

October 16, 2013

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN	PM	SP	E6	E4	E2	E1	T5	T3	AD5	AD3
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 82	\$ 72	\$ 98	\$ 69	\$ 76	\$ 55
Coordinate award of contract	0	2	0	0	0	0	0	0	0	0	1
Coordinate/ conduct preconstruction	8	14	0	0	0	0	0	0	0	0	1
Preconstruction minutes	0	2	0	0	0	0	0	0	0	0	2
Coordinate project schedule	0	1	0	0	2	0	0	0	0	0	1
Coordinate submittals	1	2	0	4	12	8	0	0	0	0	6
Construction visits (R)	8	64	0	0	0	0	0	0	0	0	0
Construction observation reports	2	16	0	0	16	0	0	0	0	0	6
Review/coordinate field changes	4	6	0	0	12	0	0	0	0	0	2
Construction correspondence	2	2	0	0	12	0	0	0	0	0	4
Process requests for partial payment	1	6	0	0	4	0	0	0	0	0	1
Final inspection	0	8	0	0	6	0	0	0	0	0	2
Follow Up inspection	0	8	0	0	6	0	0	0	0	0	2
Punch List inspection	0	8	0	0	6	0	0	0	0	0	2
Coordinate record drawings	0	2	0	0	0	0	0	0	0	0	2
MANHOOR TOTAL	26	141	0	4	76	8	0	0	0	0	32

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 175	26	\$ 4,550
Project Manager	PM	\$ 164	141	\$ 23,124
Senior Planner	SP	\$ 130	0	-
Engineer V	E6	\$ 147	4	\$ 588
Engineer III	E4	\$ 112	76	\$ 8,512
Engineer II	E2	\$ 82	8	\$ 656
Engineer I	E1	\$ 72	0	-
Technician V	T5	\$ 98	0	-
Technician III	T3	\$ 69	0	-
Admin. Assistant IV	AD5	\$ 76	0	-
Admin. Assistant II	AD3	\$ 55	32	\$ 1,760
		Total	287	
SUBTOTAL				\$ 39,192.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 300	1	\$ 300.00
Postage	LS	\$ 250	1	\$ 250.00
Copying	LS	\$ 500	1	\$ 500.00
Reproduction-Rel. for Const	LS	\$ 500.00	1	\$ 500.00
Reproduction-As Built	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300	1	\$ 300.00
Per Diem	LS	\$ 147	16	\$ 2,352.00
SUBTOTAL				\$ 4,362.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
CFM Smith	LS	\$ 33,063	1	\$ 33,063.50
	LS		1	\$ -
SUBTOTAL				\$ 33,063.50

TOTAL CONSTRUCTION ADMIN. COST: \$ 76,594.50

MANHOOR ESTIMATE

**BIDDING AND CONSTRUCTION PHASE SERVICES FOR ON-AIRPORT
TREE MITIGATION PROJECT
HILTON HEAD ISLAND AIRPORT
HILTON HEAD, SOUTH CAROLINA
AIP PROJECT NO: 3-45-0030-029-2010
TEI PROJECT NO**

October 16, 2013

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
CALENDAR DAYS 120

DESCRIPTION	RPR \$ 00
Project review	4
Site mobilization	8
On site inspection	1030
Final inspection	8
Follow up inspection	8
Punch List inspection	8
Site demobilization	1
MANHOOR TOTAL	1074

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. HRS	EST. COST
RESIDENT ENGINEER	RPR \$	80	1074 \$
		Total	1,074
SUBTOTAL			\$ 81,920.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, boxes, copies, photos)	LS	\$ 200	1	\$ 200.00
Travel	LS		1	\$ -
SUBTOTAL				\$ 500.00

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 147	120	\$ 17,640
		Total	120	
SUBTOTAL				\$ 17,640.00

TOTAL INSPECTION COST: \$ 104,060.00

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 10-06
June 11, 2014
PROJECT NO.: TBI NO. 2119-1006**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work: Engineering and Planning Services for preparation, design, and bidding of the contract drawings for the proposed extension of Runway 03 (297 feet long x 100 feet wide) with a proposed Engineered Materials Arresting System (EMAS) beyond the extended end of Runway 3, and proposed extension of Runway 21 (403 feet long x 100 feet wide), as depicted in the attached exhibit, for the Hilton Head Island Airport in accordance with the Master Contract.

The runway and parallel taxiways ("A" and "F") will be extended 297 feet on the south end and 403 feet to the north end to the proposed extended runway ends. These airfield pavements will be constructed of bituminous concrete over aggregate base course. The newly extended Runway 03 will have a 297-foot displaced landing threshold, and the newly extended Runway 21 will have a 403-foot displaced landing threshold. Also included is the installation of a new CAT I localizer and related shelter. The Runway 03 and Runway 21 PAPI's will be relocated to the proposed landing thresholds. Additionally, piping and backfilling of the existing drainage ditch between Runway 3-21 and Parallel Taxiway "F" will also be included.

Professional services to be provided by the consultant will include civil, electrical, and geotechnical engineering services required to accomplish the following items:

PHASE 01 - Preliminary Design

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. TBE will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost effective project and ensure competitive construction bids. Activities include:

- a. Conduct a project kick-off meeting. Attendees will be the Sponsor, FAA, design team, and airport tenants.
- b. Coordinate with airport staff and US Airways Express/American Airlines to minimize impacts of day-to-day flight operations at the airport (2 meetings).

- c. Coordinate with FAA on the design and installation of the new CAT I localizer and related shelter.
- d. Coordinate with FAA Flight Procedures on development of revised instrument approach procedures to reflect the proposed landing threshold shifts for both runway ends.
- e. Coordinate with Zodiac Aerospace, the FAA and the Sponsor on the preliminary design of a new Engineered Materials Arresting System (EMAS) for the proposed extension of Runway 03. Submit preliminary design of EMAS to FAA for approval.
- f. Coordinate with the following agencies for necessary permits related to the proposed improvements for this project:
 - USACE Section 404 Wetland Impact Permit (to be applied for during design)
 - SCDHEC-OCRM 401 Water Quality Certification (to be applied for during design)
 - Town of Hilton Head Island Wetland Alteration Permit (to be applied for during design)
 - SCDHEC-OCRM NPDES Permit (to be applied for during design)
 - Town of Hilton Head Island Design Plan Review Permit (to support construction activity, includes Town departments [Natural Resources, Engineering, Emergency – EMS/Fire, Planning, etc.] to be applied for during design)
 - Hilton Head Public Service District Permit (if any utilities need to be added or relocated for the expansion; if not, simple notification of construction activity, to be applied for during design)
 - Local Dry Utilities Permit (e.g., Palmetto Electric, Hargray Communications, etc.; if any dry utilities need to be added or relocated for the expansion; if not, simple notification of construction activity, to be applied for during design)
 - Beaufort County Engineering (plan review, to be performed during design)
- g. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
- h. Coordinate with all subconsultants on the project. This coordination will provide all geotechnical investigation and analysis required for the design, as well as the required survey information for the project.

- i. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations.

PHASE 04 - Engineering Phase Activities

- a. Evaluate drainage alternatives for the proposed runway extension and the piping of the existing drainage ditch in the grassed area between Runway 03-21 and Parallel Taxiway "F", and proceed with the preferred alternatives for each area.
- b. Complete design of erosion and sediment control devices.
- c. Review existing electrical lighting layouts and determine required system modifications.
- d. Prepare and submit FAA coordination package for installation of new Runway 21 CAT I localizer and related shelter south of the proposed Runway 03 extension, and proposed EMAS beyond the proposed Runway 3 extension.
- e. Permitting in accordance with the Clean Water Act: The Engineer shall provide planning services for the performance of environmental permitting for the piping of the existing drainage ditch between Runway 03-21 and Parallel Taxiway "F" in order to obtain a 404 permit. The environmental permitting shall include:
 - Project Administration
 - Section 401/404 Permit Application
 - Draft Mitigation Plan

Items not included in this scope of services include:

- Purchase of mitigation credits.
- f. Complete the soils investigation, soils report, and recommendations including:
 1. Field Exploration
 - a) Conduct boring explorations at various locations in accordance with FAA Advisory Circular (AC) 150/5320-6E. Log and field classify soils and obtain samples for laboratory testing.
 2. Laboratory Testing
 - a) Perform laboratory index and strength tests as follows:
 - 1) Compacted CBR tests.
 - 2) Modified proctor compaction tests.
 - 3) Atterberg limit determinations.
 - 4) Sieve analysis.

- 5) Unit weight and water content determinations.
- 6) FAA soil classifications for all samples.

- g. Complete necessary topography and site surveying, including establishment of project control points in accordance with FAA AC 150/5300-18B and related advisory circulars.
- h. Complete pavement section alternatives analysis and provide recommendations.
- i. Complete preliminary plan and profile design for the runway and taxiway.
- j. Complete preliminary runway and taxiway lighting, signing, and system circuitry layout.
- k. Complete preliminary PAPI relocations for the proposed Runway 03 and Runway 21 landing thresholds.
- l. Provide recommendations for construction phasing to the sponsor for their review.
- m. Meet with Sponsor/FAA to review project after preliminary engineering report submittal, and at 60 percent and 90 percent completion (3 meetings).
- n. Complete estimates of probable construction costs for the recommended alternatives.
- o. Solicit comments on preliminary design from airport personnel and FAA.

PHASE 04 - Final Design

- a. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- b. Provide final design drawings, specifications, and final estimate of probably construction costs and schedule for the project.
- c. Develop specifications using FAA AC 150/5370-10, "Standards for Specifying Construction of Airports," as amended, and utilize standard provisions supplied by the sponsor, as necessary.
- d. Development of construction safety and phasing plan in accordance with FAA AC 150/5370-2, "Operational Safety on Airports during Construction."
- e. Design all improvements in accordance with FAA standards and guidelines.
- f. Coordinate with Zodiac Aerospace, the FAA and the Owner on the final design of a new EMAS for the proposed extension of Runway 03.

- g. Provide for all required design of utilities and services within the area defined in the preliminary design.
- h. Complete final quantity calculations.
- i. Complete final engineer's report for the project. This report will detail all data utilized in the design of the project. The final design report will discuss any/all assumptions made during the design. This shall include the following: Geotechnical investigation, topographic survey, final plans, pavement section design and analysis, final drainage design, final design of proposed EMAS, final design of new CAT I localizer and related shelter, estimates of probable construction costs, and phasing/scheduling recommendations.
- j. Solicit sponsor and FAA approval.
- k. Complete and submit 7460 application.
- l. Submit project to local and state permitting agencies.
- m. Assist airport with advertising and interpretation of project requirements.
- n. Assist airport with preparation of the project application to FAA.
- o. Deliverables - Engineer will provide interim design submittals at 60 percent, 90 percent and 100 percent design completion phases. Deliverables for the 60 percent and 90 percent phases will consist of plan sheets, technical specifications, itemized construction cost estimate, and preliminary Engineer's Report – electronic copy: PDF format. Paper copy: bond full-size for plan sheets. Deliverables for the 100 percent phase will consist of plan sheets, technical specifications, itemized construction cost estimate, and final Engineer's Report.

PHASE 05 - Bidding

- a. Coordinate schedule and advertisement with Sponsor and FAA.
- b. Distribute plans/specifications to bidders, plan rooms, and funding agencies.
- c. Conduct the pre-bid meeting.
- d. Respond to contractor Requests for Information.
- e. Prepare addenda based off pre-bid meeting and bidders questions.

- f. Conduct the bid opening.
- g. Prepare and distribute the bid tabulation.
- h. Review bids. Coordinate with FAA Civil Rights on DBE participation.
- i. Send recommendation of award to Sponsor.
- j. Assist Sponsor with grant application.
- k. Deliverables - Engineer will provide bid tabulation of bids received, and submittal of DBE participation proposed by low responsive bidder to FAA Civil Rights for review and concurrence by the FAA. Upon receipt of written approval of DBE Participation Letter from FAA Civil Rights, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$290,041.00**. Special services shall be performed on a not to exceed basis with a budget of **\$336,275.00**, which includes reimbursable expenses. For a total of **\$626,316.00**.

NOTE: This Work Authorization does not include construction administration professional services or any other construction phase professional services. These services will be included under a separate Work Authorization.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY

APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.

Title

Vice President

Title:

Date:

Date:

Witness:

Witness:

SUMMARY OF FEES

**RUNWAY EXTENSION (297' ON RWY 3 & 403' ON RWY 21), PIPING OF
DRAINAGE DITCH, AND RWY 3 EMAS
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SC
AIP PROJECT NO.
SCAA PROJECT NO.
CLIENT PROJECT NO.
TBI PROJECT NO. 2119-1006**

June 11, 2014

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PRELIMINARY DESIGN PHASE (01)	\$ 25,289.00
DESIGN PHASE (04)	\$ 238,756.00
BIDDING PHASE (05)	\$ 25,996.00
SUBTOTAL	\$ 290,041.00
EXPENSES	\$ 10,825.00
SUBCONSULTANTS	\$ 325,450.00
TOTAL	\$ 626,316.00

MANHOOR ESTIMATE

RUNWAY EXTENSION (29' ON RWY 3 & 403' ON RWY 21), PIPING OF DRAINAGE
 DITCH, AND RWY 3 EMAS
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SC
 AIP PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO 2119-1006

June 11, 2014

PRELIMINARY DESIGN PHASE (01)

DESCRIPTION	PRJN	PM	E6	E4	E2	E1	T5	AD5	AD3
	\$ 168	\$ 158	\$ 142	\$ 108	\$ 78	\$ 68	\$ 98	\$ 74	\$ 53
Preliminary project review w/Owner	16	16	0	2	0	0	2	2	2
Develop project scope contract	8	4	2	0	0	1	0	4	0
Coordinate with subconsultants	0	16	8	0	0	1	4	0	2
Determine project approach	12	16	8	0	0	1	2	0	0
Preliminary coordination with USACE-404	0	4	0	0	0	0	2	0	1
Develop submit phasing and security plan (7460)	2	6	8	4	2	0	2	0	0
Develop preliminary estimate	2	4	8	0	2	1	2	0	0
MANHOOR TOTAL	40	66	34	6	4	4	14	6	5

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRJN	\$ 168	40	\$ 6,720
Project Manager	PM	\$ 158	66	\$ 10,428
Engineer VI	E6	\$ 142	34	\$ 4,828
Engineer IV	E4	\$ 108	6	\$ 648
Engineer II	E2	\$ 78	4	\$ 312
Engineer I	E1	\$ 68	4	\$ 272
Technician V	T5	\$ 98	14	\$ 1,372
Admin Assistant V	AD5	\$ 74	6	\$ 444
Admin Assistant III	AD3	\$ 53	5	\$ 265
	Total		179	
SUBTOTAL				\$ 23,269.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ 75	1	\$ 75.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750	1	\$ 750.00
Travel	LS	\$ 200	3	\$ 600.00
SUBTOTAL				\$ 1,625.00
TOTAL PRELIMINARY DESIGN COST:				\$ 26,914.00

MANHOUR ESTIMATE

RUNWAY EXTENSION (297' ON RWY 3 & 403' ON RWY 21), PIPING OF
 DRAINAGE DITCH, AND RWY 3 EMAS
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SC
 AIP PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1006

June 11, 2014

DESIGN PHASE 104)

DESCRIPTION	PRIN \$ 168	PM \$ 158	E6 \$ 142	E4 \$ 108	E2 \$ 78	E1 \$ 68	T5 \$ 98	AD5 \$ 74	AD3 \$ 53
PLANS									
Cover Sheet	0	0	2	0	2	2	0	0	0
Quantities and General Notes	0	2	0	0	0	4	4	0	0
Safety and Phasing Plan	4	4	6	2	8	6	8	0	0
Demolition Plan	0	2	4	8	6	8	16	0	0
Geometric Plan and Profile	2	4	6	12	16	4	24	0	0
Grading and Drainage Plans	4	24	56	64	24	16	120	0	0
Erosion and Sediment Control Plans	2	12	16	20	16	8	32	0	0
Erosion and Sediment Control Details	0	2	4	4	4	8	8	0	0
Typical Sections and Pavement Details	0	2	2	4	4	8	8	0	0
Drainage Profiles	0	2	2	0	4	8	12	0	0
Marking Plan	0	8	12	4	8	8	16	0	0
Electrical Layout Plan	2	8	48	16	24	32	40	0	0
New Localizer Antenna/Shelter Grading Plan	1	4	8	4	4	0	12	0	0
New Localizer Electrical Plan	0	2	4	6	4	8	8	0	0
New Localizer Electrical Grounding Plan	1	2	6	0	0	0	0	0	0
New Localizer Line of Sight Exhibit	1	1	2	0	0	4	0	0	0
Localizer and Electrical Details	0	4	4	4	4	8	4	0	0
Miscellaneous Details	2	4	6	2	8	0	6	0	0
DESIGN									
Coordination/Meetings with Owner	16	16	0	0	0	0	0	0	0
Coordination with EMAS & SWPPP subs	16	24	40	0	0	4	12	0	0
Phasing and Safety Design	4	16	16	4	2	0	0	0	0
Pavement Design	0	4	6	8	0	0	0	0	0
Drainage Design	2	6	8	16	12	8	12	0	0
SWPPP/404 Coordination and Plan Preparation	0	16	80	40	24	0	72	4	2
NFDC Coordination	0	8	16	0	0	0	8	4	2
NAVAID relocation/replacement	8	64	80	44	8	4	36	0	0
FAA Flight Procedure and FCC Coordination	1	6	0	0	0	0	2	2	0
Quantities and Construction Estimates	0	2	8	8	4	4	8	0	0
Specifications	4	24	16	4	0	0	0	16	8
Design Review Meeting (3)	24	24	0	0	0	0	0	4	0
Quality assurance plan	8	8	8	4	0	0	0	0	0
Revisions	0	2	4	4	8	8	8	4	2
MANHOUR TOTAL	102	307	470	282	194	160	476	34	14

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST MHRS	EST COST
Principal	PRIN	\$ 168	102	\$ 17,136
Project Manager	PM	\$ 158	307	\$ 48,506
Engineer VI	E6	\$ 142	470	\$ 66,740
Engineer IV	E4	\$ 108	282	\$ 30,456
Engineer II	E2	\$ 78	194	\$ 15,132
Engineer I	E1	\$ 68	160	\$ 10,880
Technician V	T5	\$ 98	476	\$ 46,618
Admin Assistant V	AD5	\$ 74	34	\$ 2,516
Admin Assistant III	AD3	\$ 53	14	\$ 742

MANHOUR ESTIMATE

RUNWAY EXTENSION (297' ON RWY 3 & 403' ON RWY 21), PIPING OF
 DRAINAGE DITCH, AND RWY 3 EMAS
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SC
 AIP PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1006

June 11, 2014

DESIGN PHASE (00)

Total	2,039
<hr/>	
SUBTOTAL	\$ 214,756.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250	1	\$ 250.00
Postage	LS	\$ 250	1	\$ 250.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 2,400	1	\$ 2,400.00
Travel	LS	\$ 200	5	\$ 1,000.00
<hr/>				
SUBTOTAL				\$ 4,900.00

SCOPE OF SUBCONTRACTED SERVICES

EXPENSE DESCRIPTION	UNIT RATE	EST. UNITS	COST
EMAS SYSTEM DESIGN (ZODIAC)	\$ 141,750	1	\$ 141,750.00
PREDESIGN GEOTECHNICAL TESTING	\$ 32,200	1	\$ 32,200.00
404 PERMITTING	\$ 52,900	1	\$ 52,900.00
TOPOGRAPHIC SURVEY	\$ 96,600	1	\$ 96,600.00
<hr/>			
SUBTOTAL			\$ 325,450.00
TOTAL DESIGN COST:			\$ 548,106.00

MANHOUR ESTIMATE

RUNWAY EXTENSION (297' ON RWY 3 & 403' ON RWY 21), PIPING OF
 DRAINAGE DITCH, AND RWY 3 EMAS
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SC
 AIP PROJECT NO:
 SCAA PROJECT NO.
 CLIENT PROJECT NO
 TBI PROJECT NO: 2119-1006

June 11, 2014

BIDDING PHASE (05)

DESCRIPTION	PRIN	PM	E6	E4	E2	E1	T5	AD5	AD3
	\$ 168	\$ 158	\$ 142	\$ 108	\$ 78	\$ 68	\$ 98	\$ 74	\$ 53
Coordinate advertisement	0	2	0	0	0	0	0	2	0
Distribute bid documents	0	0	0	2	4	10	2	20	24
Prebid meeting	0	8	8	0	0	0	0	0	0
Bidder question & answers	6	16	24	12	4	2	4	8	2
Prepare addenda	2	12	16	6	4	2	4	8	4
Bid opening tabulation	0	8	0	0	0	4	0	4	2
Recommendation of award	0	2	0	0	0	0	0	2	0
MANHOUR TOTAL	8	48	48	20	12	18	10	44	32

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL. RATE	EST. MHR	EST. COST
Principal	PRIN	\$ 168	8	\$ 1,344
Project Manager	PM	\$ 158	48	\$ 7,584
Engineer VI	E6	\$ 142	48	\$ 6,816
Engineer IV	E4	\$ 108	20	\$ 2,160
Engineer II	E2	\$ 78	12	\$ 936
Engineer I	E1	\$ 68	18	\$ 1,224
Technician V	T5	\$ 98	10	\$ 980
Admin. Assistant V	AD5	\$ 74	44	\$ 3,256
Admin. Assistant III	AD3	\$ 53	32	\$ 1,696
		Total	240	
SUBTOTAL				\$ 25,996.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 250	1	\$ 250.00
Copying	LS	\$ 1,500	1	\$ 1,500.00
Reproduction	LS	\$ 1,000	1	\$ 1,000.00
Advertisement	LS	\$ 1,200	1	\$ 1,200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750	1	\$ 750.00
Travel	LS	\$ 200	2	\$ 400.00
EXPENSE DESCRIPTION				\$ 5,300.00

TOTAL BIDDING COST: \$ 31,296.00

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 14-04
May 30, 2014
PROJECT NO.: TBI NO. 2119-1404**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized:

Task 1: Land Acquisition – Acquisition of approximately 8.06 acres of property adjacent to Runway 21 and Beach City Road at the Hilton Head Island Airport, as well as one property at 35 Dillon Road (refer to Table 1) in accordance with the Master Contract.

Table 1 Impacted Property Parcel Information Hilton Head Island Airport			
Parcel #	Property Owner	Acreage	Use
R510 004 000 0359 0000 Billing Address: Location:	Brooklyn Bridge Ltd Co 17 Plumbridge Lane Hilton Head Island, SC 29928 160 Beach City Road - has avigation easement	0.07 ac	vacant
R510 004 000 0344 0000 Billing Address: Location:	Brooklyn Bridge Ltd Co 17 Plumbridge Lane Hilton Head Island, SC 29928 154 Beach City Road - has avigation easement	2.75 ac	The Commons on Beach City Road (Master)
R510 004 000 0344 0001 Billing Address: Location:	Hilton Head Deep Well Project Inc P.O. Box 5543 Hilton Head Island, SC 29938 154 Beach City Road - Unit 1	6,212 sf	commercial condominium
R510 004 000 0344 0002 Billing Address: Location:	Junior Players Golf Academy, Inc. 154 Beach City Road Hilton Head Island, SC 29926 154 Beach City Road - Unit 2	4,997 sf	commercial condominium
R510 004 000 0344 0003 Billing Address: Location:	Tebrake Group LLC 73 Skull Creek Drive #212B Hilton Head Island, SC 29926 154 Beach City Road - Unit 3	1,566 sf	commercial condominium
R510 004 000 0344 0004 Billing Address: Location:	Ameris Bank Special Assets Division 966-C Houston Northcutt Boulevard Mt. Pleasant, C 29464 154 Beach City Road - Unit 4	1,535 sf	commercial condominium
R510 004 000 0344 0005 Billing Address: Location:	Nancy Osborne Revocable Trust 137 Cordillo Parkway #5401 Hilton Head Island, SC 29928 154 Beach City Road - Unit 5	1,674 sf	commercial condominium

**Table 1
Impacted Property Parcel Information
Hilton Head Island Airport**

Parcel #	Property Owner	Acreage	Use
R510 004 000 0344 0006 Billing Address: Location:	Nancy Osborne Revocable Trust 137 Cordillo Parkway #5401 Hilton Head Island, SC 29928 154 Beach City Road - Unit 6	1,129 sf	commercial condominium
R510 004 000 0344 0007 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 7	1,299 sf	commercial condominium
R510 004 000 0344 0008 Billing Address: Location:	Garamound LLC 154 beach City Road Unit H Hilton Head Island, SC 29926 154 Beach City Road - Unit 8	1,266 sf	commercial condominium
R510 004 000 0344 0009 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 9	1,249 sf	commercial condominium
R510 004 000 0344 0010 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 10	1,536 sf	commercial condominium
R510 004 000 0344 0011 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 11	1,548 sf	commercial condominium
R510 004 000 0344 0012 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 12	1,549 sf	commercial condominium
R510 004 000 0344 0013 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 13	1,256 sf	commercial condominium
R510 004 000 0344 0014 Billing Address: Location:	Bankmeridian NA, Division of SCBT 4210 Highway 17 Bypass Murrells Inlet, SC 29576 154 Beach City Road - Unit 14	1,259 sf	commercial condominium
R510 004 000 0343 0000 Billing Address: Location:	Francis Marie Hartis Trustee 148 Beach City Road Hilton Head Island, SC 29928 148 Beach City Road	1.97 ac	commercial building
R510 008 000 222A 0000 Billing Address: Location:	Joanne Rodenberg 6 Dunecrest Lane Isle of Palms, SC 29451 35 Dillon Road - has avigation easement	3.27 ac	commercial auto repair

Source: Talbert & Bright, Inc. (2010), "Hilton Head Island Airport Master Plan Update Final Report," prepared for Beaufort County and accepted by the FAA November 16, 2011.

The land acquisition shall include coordination with the client, appraisal, review appraisal, and property plat survey (the property survey will be a standard boundary survey and not an ALTA Land Title Survey). Condominium properties will be surveyed around entire building and not individual units. Individual parcel owners with deed, tax address and unit number information will be put on the face of plat. Most of this work will be completed by subconsultants under TBE's direction. TBE shall assist Beaufort County but all offers to the property owner will be made by a representative from the County.

Task 2: Relocation Assistance – Upon notice to proceed and in the case of tenant occupied properties, after contact has been made with the owner, an initial contact meeting will be arranged with the displacee. The relocation agent will coordinate this meeting with the appraiser so that both inspections can be done at the same time. This will allow the relocation agent and appraiser to confirm what items are personal property and will be eligible for moving costs. In the initial contact the following will be discussed:

- The relocation assistance program in general
- Their rights under the program
- Moving expense eligibility
- Search expense eligibility
- Re-establishment expense eligibility
- Written Notice (eligibility letter, ninety day notice, thirty day notice)
- The project schedule
- Other pertinent issues

While the appraisal is in process, the relocation agent will perform the necessary work to compute the displacee's moving cost eligibility, either by a moving cost finding or by securing bids. Also the relocation agent will perform a study of the area to determine possible replacement properties for the displacees and identify agencies that can provide assistance in locating new locations. Once the appraisal has been completed, the relocation agent will review the report, to make sure no items being considered as personal property by the relocation agent, are paid for as real property in the appraisal.

Once an acquisition offer has been tendered to the owner of the property, the relocation agent will tender a relocation eligibility offer to the displacee, along with a 90 day vacate letter. The relocation agent will discuss the eligibility offer and the process for moving forward with relocation. Tentative vacate dates will be established in these meetings.

Once a settlement has been reached on the acquisition, and the owner has been paid, the relocation agent will issue a 30 day vacate notice, which will establish a vacate date and amount of rent to be paid, until the property is vacated.

As the properties are vacated, the relocation agent will work with the displacee to process relocation claims. The relocation agent will inspect the subject properties to confirm they have been vacated and to secure the building. Once the property is vacated and secured the relocation agent will turn a complete file and the keys over to the client.

All relocation activities will be in accordance to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This scope of services does not include attendance at public meetings. If this service is required, it will be performed as an amendment to this work authorization on an hourly basis and expense reimbursement in accordance with TBE hourly rates.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$145,751.00.**

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY

APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.

Title

Vice President
Title:

Date:

Date:

Witness:

Witness:

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1404

MANHOUR ESTIMATE

RUNWAY 21 LAND ACQUISITION
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCDOA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1404

May 28, 2014

DESCRIPTION	PRN \$175	PM \$ 164	SP \$ 130	E6 \$ 147	E3 \$ 95	E2 \$ 82	E1 \$ 72	T5 \$ 98	T3 \$ 69	AD4 \$ 68	AD3 \$ 55
<i>Project Formulation</i>											
Coordination of Land Acquisition Requirements	1	0	1	0	0	0	0	0	0	1	0
Develop Cost Estimates and Project Budget	1	0	1	0	0	0	0	0	0	1	0
Prepare Application for Funding	1	0	2	0	0	0	0	0	0	2	0
<i>Project Administration</i>											
Attend Project Start-Up Meeting	4	4	4	0	0	0	0	0	0	0	0
Select Appraiser, Surveyor	0	1	1	0	0	0	0	0	0	0	0
Coordinate with Surveyor	0	1	1	0	0	0	0	0	0	0	0
Develop Maps	0	0	20	0	0	0	20	0	0	8	0
Coordinate Appraisals	8	0	40	0	0	0	0	0	0	8	0
Coordinate Review Appraisals	8	0	40	0	0	0	0	0	0	8	0
Coordinate with Relocation Agent	8	0	40	0	0	0	0	0	0	8	0
Prepare Just Compensation Summary Sheet	4	4	16	0	0	0	0	0	0	8	0
Assist in Issuing Offer of Purchase	4	4	16	0	0	0	0	0	0	8	0
General Assistance	0	0	24	0	0	0	0	0	0	8	0
Complete Project Application	0	1	1	0	0	0	0	0	0	2	0
Project Budget Schedule Updates	0	1	1	0	0	0	0	0	0	2	0
Assist in Project Close-Out	0	1	1	0	0	0	0	0	0	2	0
MANHOUR TOTAL	39	17	209	0	0	0	20	0	0	66	0

DIRECT LABOR EXPENSES
 CLASSIFICATION

		BILL RATE	EST HOURS	EST COST
Principal	PRIN	\$ 175	39	\$ 6,825
Project Manager	PM	\$ 164	17	\$ 2,788
Senior Planner	SP	\$ 130	209	\$ 27,170
Engineer VI	E6	\$ 147	-	-
Engineer III	E3	\$ 95	-	-
Engineer II	E2	\$ 82	-	-
Engineer I	E1	\$ 72	20	\$ 1,440
Technician V	T5	\$ 98	-	-
Technician III	T3	\$ 69	-	-
Admin Assistant IV	AD4	\$ 68	66	\$ 4,488
Admin Assistant III	AD3	\$ 55	-	-
				\$ -
		Total	351	
SUBTOTAL				\$ 42,711.00

DIRECT EXPENSES
 EXPENSE DESCRIPTION

	UNIT	UNIT RATE	EST UNITS	EST COST
Telephone	LS	\$ 200.00	1	\$ 200
Postage	LS	\$ 300.00	1	\$ 300
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300
Travel	LS	\$ 260.00	4	\$ 1,040
SUBTOTAL				\$ 1,840.00

MANHOUR ESTIMATE

RUNWAY 21 LAND ACQUISITION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND SOUTH CAROLINA
AIP PROJECT NO.
SCDOA PROJECT NO.
CLIENT PROJECT NO.
TBI PROJECT NO. 2119-1101

May 28, 2014

<u>SUBCONTRACTED SERVICES</u>	<u>UNIT</u>	<u>UNIT</u>	<u>EST</u>	<u>EST</u>
		<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Appraisal and Relocation Assistance	LS	\$ 68,885	1	\$ 68,885
Review Appraisal	LS	\$ 16,675	1	\$ 16,675
Survey Plat	LS	\$ 15,640	1	\$ 15,640
<i>SUBTOTAL</i>				<i>\$ 101,200</i>
TOTAL COST:				\$ 145,751.00

ORDINANCE NO. _____

AN ORDINANCE TO INCREASE THE MINIMUM SALARY PAID TO BEAUFORT COUNTY MAGISTRATES BY ELIMINATING PROGRESSIVE STEP PAY INCREASES

WHEREAS, Beaufort County is required to pay newly appointed magistrates a minimum salary based upon population as outlined in South Carolina Code of Laws Sections 22-8-40(B)(1)(a) through 22-8-40(B)(1)(d); and

WHEREAS, these provisions has provided for progressive pay increases to newly appointed magistrates based upon successfully completing additional years of service and corresponding legal education requirements; and

WHEREAS, Beaufort County Council believes that it is appropriate to eliminate these progressive pay increases and pay all newly hired magistrates the full base salary outlined in South Carolina Code of Laws Section 22-8-40(B)(1)(e); and

WHEREAS, the elimination of the step pay increases shall also apply to any magistrates who is not newly appointed, but who has not been appointed for at least four (4) years and therefore has not yet attained the full 100% base salary outlined in 22-8-40(B)(1)(e).

NOW, THEREFORE, Be it Ordained by Beaufort County Council that effective for the first full pay period occurring after July 1, 2014, all Beaufort County Magistrates currently or subsequently appointed to office by the Beaufort County Legislative Delegation shall be paid 100% of the base salary outlined in South Carolina Code of Laws Section 22-8-40(B)(1)(e) regardless of their educational background or professional experience.

DONE this ___ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: May 12, 2014
Second Reading: May 27, 2014
Public Hearing:
Third and Final Reading:

FY 2014-2015 BEAUFORT COUNTY BUDGET

To provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2014 and ending June 30, 2015, to make appropriations for said purposes, and to provide for budgetary control of the County's fiscal affairs.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 4, 5 and 6 of this Ordinance. Further, that the County Council of Beaufort County hereby establishes the millage rates as detailed in Sections 2 and 3 of this Ordinance. However, the County Council of Beaufort County reserves the right to modify these millage rates at its August 25, 2014 meeting.

SECTION 2. MILLAGE

The County Auditor is hereby authorized and directed to levy in Fiscal Year 2014-2015 a tax of 56.86 mills on the dollar of assessed value of property within the County, in accordance with the laws of South Carolina. These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations hereafter passed by the County Council of Beaufort County.

County Operations	46.48
Purchase of Real Property Program	4.90
County Debt Service	5.48

SECTION 3. SPECIAL DISTRICT TAX LEVY

The County Auditor is hereby authorized and directed to levy, and the County Treasurer is hereby authorized and directed to collect and distribute the mills so levied, as provided by law, for the operations of the following special tax districts:

	<u>Revenues</u>	<u>Expenditures</u>	<u>Millage Rate</u>
Bluffton Fire District Operations	\$10,674,500	\$10,955,243	24.02
Bluffton Fire District Debt Service	\$ -	\$ -	-
Burton Fire District Operations	\$ 4,884,051	\$ 5,557,451	60.18
Burton Fire District Debt Service	\$ 385,268	\$ 385,268	5.74
Daufuskie Island Fire District Operations	\$ 1,068,509	\$ 1,068,509	54.72
Daufuskie Island Debt Service	\$ 39,052	\$ 39,052	2.00
Lady's Island/St. Helena Is. Fire District Operation	\$ 4,867,372	\$ 5,005,100	35.94
Lady's Island/St. Helena Is. Fire District Debt Service	\$ 312,737	\$ 312,737	2.36
Sheldon Fire District Operations	\$ 1,167,548	\$ 1,167,548	35.82
Sheldon Fire District Debt Service	\$ 72,500	\$ 72,500	2.20

Note: Any difference between revenue and expenditures will constitute a use of fund balance.

SECTION 4. COUNTY OPERATIONS APPROPRIATION

An amount of \$100,341,744 includes a three percent (3%) vacancy factor in the amount of \$1,916,536 and appropriated to the Beaufort County General Fund to fund County operations and subsidized agencies as follows:

I. Elected Officials and State Appropriations:

A. Sheriff	\$24,750,664	
Emergency Management	\$ 7,407,119	
B. Magistrate	\$ 2,133,759	
C. Clerk of Court	\$ 1,404,379	
D. Treasurer	\$ 1,178,584	
E. Probate Court	\$ 868,289	
F. County Council	\$ 760,963	
G. Auditor	\$ 686,416	
H. Public Defender	\$ 600,000	
I. Coroner	\$ 506,566	
J. Master-in-Equity	\$ 344,234	
K. Social Services	\$ 147,349	
L. Legislative Delegation	\$ 93,840	
M. Solicitor	\$ <u>1,147,600</u>	\$ <u>1,060,000</u>
Total	\$42,029,762	\$41,942,162

Management of these individual accounts shall be the responsibility of the duly elected official for each office. At no time shall the elected official exceed the budget appropriation identified above without first receiving an approved supplemental appropriation by County Council.

II. County Administration Operations:

A. Public Works	\$14,613,967	
B. Detention Center	\$ 6,463,861	
C. Administration	\$ 6,127,268	\$ <u>6,214,868</u>
D. EMS	\$ 6,800,513	
E. Library	\$ 3,852,812	
F. Education Allocation	\$ 4,000,000	
G. Parks and Leisure Services	\$ 3,547,784	
H. Community Services	\$ 3,670,097	
I. Assessor	\$ 2,000,452	
J. Public Health	\$ 1,423,789	
K. Mosquito Control	\$ 1,639,417	
L. General Government Subsidies	\$ 436,629	
M. Employee Services	\$ 1,033,095	
N. Building Codes and Enforcement	\$ 999,795	

O. Voter Registration	\$ 797,173
P. Planning	\$ 592,640
Q. Animal Shelter	\$ 815,556
R. Traffic Engineering	\$ 634,136
S. Register of Deeds	\$ 575,011
T. Zoning	\$ <u>204,523</u>
Total	\$60,228,518 <u>\$60,316,118</u>

The detailed Operations budget containing line-item accounts by department and/or agency is hereby adopted as part of this Ordinance.

SECTION 5. COUNTY OPERATIONS REVENUES

The appropriation for County Operations will be funded from the following revenue sources:

- A. \$76,679,000 to be derived from tax collections;
- B. \$ 2,789,000 to be derived from fees for licenses and permits;
- C. \$ 7,865,416 to be derived from Intergovernmental revenue sources;
- D. \$10,102,715 to be derived from charges for services;
- E. \$ 633,642 to be derived from fines and forfeitures' collections;
- F. \$ 27,085 to be derived from interest on investments;
- G. \$ 226,136 to be derived from miscellaneous revenue sources;
- H. \$ 1,268,750 to be derived from inter-fund transfers;
- I. \$ 750,000 to be derived from assigned fund balance
(*Angus v. City of Myrtle Beach*)

Additional operations of various County departments are funded by Special Revenue sources. The detail of line-item accounts for these funds is hereby adopted as part of this Ordinance.

SECTION 6. PURCHASE OF DEVELOPMENT RIGHTS AND REAL PROPERTY PROGRAM

The revenue generated by a 4.90 mill levy is appropriated for the County's Purchase of Development Rights and Real Property Program.

SECTION 7. COUNTY DEBT SERVICE APPROPRIATION

The revenue generated by a 5.48 mill levy is appropriated to defray the principal and interest payments on all County bonds and on the lease-purchase agreement authorized to cover other Capital expenditures.

SECTION 8. BUDGETARY ACCOUNT BREAKOUT

The foregoing County Operations appropriations have been detailed by the County Council into line-item accounts for each department. The detailed appropriation by account and budget narrative contained under separate cover is hereby adopted as part of this Ordinance. The

Fire Districts, as described in Section 3 of this Ordinance, line-item budgets are under separate cover, but are also part and parcel of this Ordinance.

SECTION 9. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the Unreserved Fund Balance of that fund.

SECTION 10. AUTHORIZATION TO TRANSFER FUNDS

In the following Section where reference is made to "County Administrator", it is explicit that this refers to those funds under the particular auspices of the County Administrator requiring his approval as outlined in Section 4 subpart II.

Transfers of monies/budgets among operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon the written request of the Department Head. Any transfer in excess of \$25,000 for individual expenditures or in excess of \$50,000 cumulatively during any current fiscal year is to be authorized by the County Council, or its designee.

Transfer of monies/budgets within operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon written request of the Department Head. The County Administrator, or his designee, may also transfer funds from any departmental account to their respective Contingency Accounts. All transfers among and within accounts in excess of \$25,000 for individual expenditures and in excess of \$50,000 cumulatively during any current fiscal year are to be reported to County Council through the Finance Committee on a quarterly basis.

SECTION 11. ALLOCATION OF FUNDS

The County Administrator is responsible for controlling the rate of expenditure of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the County Administrator is authorized to allocate budgeted funds.

SECTION 12. MISCELLANEOUS RECEIPTS ABOVE-ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Sections 4, 5 and 6 of this Ordinance, received by Beaufort County, and all other County agencies fiscally responsible to Beaufort County, which are in excess of anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of County Council. All such expenditures, in excess of \$10,000, shall be reported, in written form, to the County Council of Beaufort County on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 13. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2015, are hereby approved.

SECTION 14. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2014. Approved and adopted on third and final reading this ____ day of June, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: May 27, 2014
Second Reading: June 9, 2014
Public Hearings: June 9, 2014
Third and Final Reading:

ORDINANCE NO. 2014

FY 2014-2015 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2014 and ending June 30, 2015, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance. The County Council of Beaufort County reserves the right to modify these millage rates at its August 25, 2014 meeting.

SECTION 2. MILLAGE

In Fiscal Year 2014-2015 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	97.45
School Bond Debt Service (Principal and Interest)	31.71

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$189,521,211 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$114,868,815 to be derived from tax collections;
- B. \$ 67,428,295 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,733,500 to be derived from other local sources;
- E. \$ 4,444,372 to be derived from inter-fund transfers; and
- F. \$ 146,229 to be derived from fund balance.

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2014-2015 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2015 are hereby approved.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2014. Approved and adopted on third and final reading this _____th day of June, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: May 27, 2014
Second Reading: June 9, 2014
Public Hearings: June 9, 2014
Third and Final Reading:

FY 2013-2014 BEAUFORT COUNTY BUDGET

To provide for the levy of tax for corporate Beaufort County for the fiscal year beginning July 1, 2013 and ending June 30, 2014, to make appropriations for said purposes, and to provide for budgetary control of the County's fiscal affairs.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 4, 5 and 6 of this Ordinance. Further, that the County Council of Beaufort County hereby establishes the millage rates as detailed in Sections 2 and 3 of this Ordinance. However, the County Council of Beaufort County reserves the right to modify these millage rates at its August 26, 2013 meeting.

SECTION 2. MILLAGE

The County Auditor is hereby authorized and directed to levy in Fiscal Year 2013-2014 a tax of 56.30 mills on the dollar of assessed value of property within the County, in accordance with the laws of South Carolina. These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations hereafter passed by the County Council of Beaufort County.

County Operations	46.48
Purchase of Real Property Program	4.34
County Debt Service	5.48

SECTION 3. SPECIAL DISTRICT TAX LEVY

The County Auditor is hereby authorized and directed to levy, and the County Treasurer is hereby authorized and directed to collect and distribute the mills so levied, as provided by law, for the operations of the following special tax districts:

Bluffton Fire District Operations	24.02
Bluffton Fire District Debt Service	0.00
Burton Fire District Operations	60.18
Burton Fire District Debt Service	5.74
Daufuskie Island Fire District Operations	52.57
Daufuskie Island Fire District Debt Service	2.00
Lady's Island/St. Helena Island Fire District Operations	34.82
Lady's Island/St. Helena Island Fire District Debt Service	2.30
Sheldon Fire District Operations	34.53
Sheldon Fire District Debt Service	2.20

SECTION 4. COUNTY OPERATIONS APPROPRIATION

An amount of \$99,351,096 is appropriated to the Beaufort County General Fund to fund County operations and subsidized agencies as follows:

I. Elected Officials and State Appropriations:

A. Sheriff	\$23,447,877
B. Magistrate	\$ 1,832,869
C. Clerk of Court	\$ 1,423,608
D. Treasurer	\$ 1,050,115
E. Probate Court	\$ 825,342
F. Auditor	\$ 652,866
G. County Council	\$ 788,035
H. Coroner	\$ 479,886
I. Master-in-Equity	\$ 387,403
J. Public Defender	\$ 600,000
K. Social Services	\$ 147,349
L. Legislative Delegation	\$ 86,540
M. Solicitor	\$ <u>1,060,000</u>
Total	\$32,781,890

Management of these individual accounts shall be the responsibility of the duly elected official for each office. At no time shall the elected official exceed the budget appropriation identified above without first receiving an approved supplemental appropriation by County Council.

II. County Administration Operations:

A. Public Works	\$14,560,777
B. Emergency Management	\$ 7,167,696
C. Detention Center	\$ 6,370,802
D. Administration	\$ 6,034,607
E. EMS	\$ 6,019,792
F. Education Allocation	\$ 4,000,000
G. Library	\$ 3,972,788
H. Parks and Leisure Services	\$ 3,514,238
I. Community Services	\$ 3,347,346
J. Assessor	\$ 2,452,900
K. Public Health	\$ 1,741,947
L. Mosquito Control	\$ 1,530,158
M. General Government Subsidies	\$ 436,629
N. Building Codes and Enforcement	\$ 952,251
O. Animal Shelter	\$ 639,121
P. Employee Services	\$ 1,038,008
Q. Planning	\$ 645,388
R. Voter Registration	\$ 799,178
S. Traffic Engineering	\$ 607,488
T. Register of Deeds	\$ 545,270
U. Zoning	\$ <u>192,822</u>
Total	\$66,569,206

The detailed Operations budget containing line-item accounts by department and/or agency is hereby adopted as part of this Ordinance.

SECTION 5. COUNTY OPERATIONS REVENUES

The appropriation for County Operations will be funded from the following revenues sources:

- A. \$75,817,001 to be derived from tax collections;
- B. \$ 2,293,000 to be derived from fees for licenses and permits;
- C. \$ 7,865,416 to be derived from Intergovernmental revenue sources;
- D. \$10,662,398 to be derived from charges for services;
- E. \$ 1,107,531 to be derived from fines and forfeitures' collections;
- F. \$ 105,000 to be derived from interest on investments;
- G. \$ 232,000 to be derived from miscellaneous revenue sources;
- H. \$ 1,268,750 to be derived from inter-fund transfers;

Additional operations of various County departments are funded by Special Revenue sources. The detail of line-item accounts for these funds is hereby adopted as part of this Ordinance.

SECTION 6. PURCHASE OF DEVELOPMENT RIGHTS AND REAL PROPERTY PROGRAM

The revenue generated by a 4.34 mill levy is appropriated for the County's Purchase of Development Rights and Real Property Program.

SECTION 7. COUNTY DEBT SERVICE APPROPRIATION

The revenue generated by a 5.48 mill levy is appropriated to defray the principal and interest payments on all County bonds and on the lease-purchase agreement authorized to cover other Capital expenditures.

SECTION 8. BUDGETARY ACCOUNT BREAKOUT

The foregoing County Operation appropriations have been detailed by the County Council into line-item accounts for each department. The detailed appropriation by account and budget narrative contained under separate cover is hereby adopted as part of this Ordinance. The Fire Districts, as described in Section 3 of this Ordinance, line-item budgets are under separate cover but are also part and parcel of this Ordinance.

SECTION 9. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the Unreserved Fund Balance of that fund.

SECTION 10. AUTHORIZATION TO TRANSFER FUNDS

In the following Section where reference is made to "County Administrator" it is explicit that this refers to those funds under the particular auspices of the County Administrator requiring his approval as outlined in Section 4 subpart II.

Transfers of monies/budgets among operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon the written request of the

Department Head. Any transfer in excess of \$25,000 for individual expenditures or in excess of \$50,000 cumulatively during any current fiscal year is to be authorized by County Council, or its designee.

Transfer of monies/budgets within operating accounts, capital accounts, funds, and programs must be authorized by the County Administrator or his designee, upon written request of the Department Head. The County Administrator, or his designee, may also transfer funds from any departmental account to their respective Contingency Accounts. All transfers among and within accounts in excess of \$25,000 for individual expenditures and in excess of \$50,000 cumulatively during any current fiscal year are to be reported to County Council through the Finance Committee on a quarterly basis.

SECTION 11. ALLOCATION OF FUNDS

The County Administrator is responsible for controlling the rate of expenditure of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the County Administrator is authorized to allocate budgeted funds.

SECTION 12. MISCELLANEOUS RECEIPTS ABOVE-ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Sections 4, 5 and 6 of this Ordinance, received by Beaufort County, and all other County agencies fiscally responsible to Beaufort County, which are in excess of anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of County Council. All such expenditures, in excess of \$10,000, shall be reported, in written form, to the County Council of Beaufort County on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 13. TRANSFERS VALIDATED

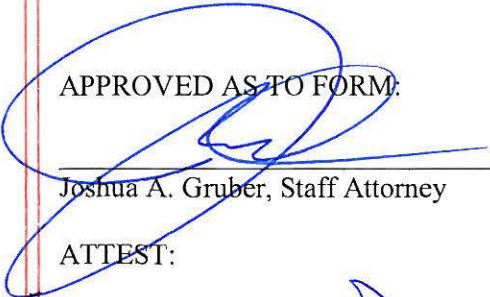
All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2014, are hereby approved.

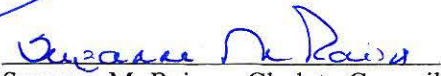
SECTION 14. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2013. Approved and adopted on third and final reading this 24th day of June, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council
First Reading, By Title Only: May 20, 2013
Second Reading: June 10, 2013
Public Hearing: June 10, 2013
Third and Final Reading: June 24, 2013

ORDINANCE NO. 2014

FY 2014-2015 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2014 and ending June 30, 2015, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance. The County Council of Beaufort County reserves the right to modify these millage rates at its August 25, 2014 meeting.

SECTION 2. MILLAGE

In Fiscal Year 2014-2015 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	97.45
School Bond Debt Service (Principal and Interest)	31.71

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$189,521,211 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$114,868,815 to be derived from tax collections;
- B. \$ 67,428,295 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,733,500 to be derived from other local sources;
- E. \$ 4,444,372 to be derived from inter-fund transfers; and
- F. \$ 146,229 to be derived from fund balance.

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2014-2015 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2015 are hereby approved.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2014. Approved and adopted on third and final reading this _____th day of June, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: May 27, 2014
Second Reading: June 9, 2014
Public Hearings: June 9, 2014
Third and Final Reading:

BCSD '15 Appropriation

(M's - \$) 6/23/14	'12 <u>Act</u>	'13 <u>Act</u>	'14 <u>Est</u>	<u>Inc / (Dec)</u>	'15 <u>Budget</u>	'15 <u>Inc %</u>
<u>Mill Value</u>			1.13		1.13	
<u>Mills</u>			97.5		101.7	4.3%
<u>Revenues:</u>						
Ad Valorem			110.2	4.7	114.9	
All Other			<u>69.6</u>	<u>5.3</u>	<u>74.9</u>	
			179.7	10.0	189.8	5.6%
<u>Expenditures:</u>						
State Mandates				4.0		
Enrollment Growth				3.2		
Transportation				1.2		
Non-Certified				0.7		
Lost Special Revenue				0.7		
Operational				0.6		
All Other				(0.4)		
BoE Identified Cuts				<u>(1.5)</u>		
			181.9	8.5	190.4	4.7%
<u>Net:</u>		2.4	(2.2)	1.5	(0.6)	
<u>Ending Fund Balance:</u>	28 16%	31 17%	28 15%		28 14%	

Set at 2nd Reading
Key Parameters
To be Set at 3rd Reading

ORDINANCE NO. 2013 / 26

FY 2013-2014 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2013 and ending June 30, 2014, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance. The County Council of Beaufort County reserves the right to modify these millage rates at its August 26, 2013 meeting.

SECTION 2. MILLAGE

In Fiscal Year 2013-2014 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	100.55
School Bond Debt Service (Principle and Interest)	31.71

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$183,234,997 of which \$182,906,012 is hereby appropriated to the Beaufort County Board of Education to fund school operations and \$328,985 is appropriated to the Fund Balance of the School District. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$114,868,815 to be derived from tax collections;
- B. \$ 61,645,428 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,463,500 to be derived from other local sources;
- E. \$ 4,357,254 to be derived from inter-fund transfers;

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2013-2014 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2013 are hereby approved.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2013. Approved and adopted on third and final reading this 24th day of June, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY


BY: 

D. Paul Sommerville, Chairman

APPROVED AS TO FORM: 

Joshua A. Gruber, Staff Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading: May 20, 2013
Second Reading: June 10, 2013
Public Hearing: June 10, 2013
Third and Final Reading: June 24, 2013

ORDINANCE NO. 2013 / 37

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE NO. 2013/26 SO AS TO REFLECT A REDUCTION IN MILLAGE RATE.

WHEREAS, on June 24, 2013, Beaufort County Council adopted Ordinance No. 2013/26 establishing the fiscal year 2013 - 2014 budget for the Beaufort County School District; and

WHEREAS, final reassessment numbers were provided to the Beaufort County School District on August 23, 2013; and

WHEREAS, this reassessment information indicated an increase in the millage value from what was originally provided to the Beaufort County School District on March 25, 2013; and

WHEREAS, Ordinance 2013/26 established a millage rate at 100.55 appropriating \$114,868,815 in local tax revenue.

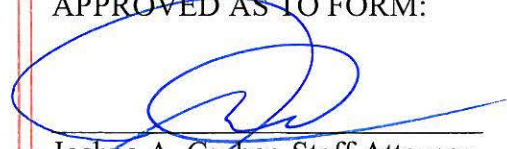
NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that Beaufort County Ordinance No. 2013/26 is hereby amended to reflect a millage rate reduction from 100.55 to 97.45 to achieve the same appropriated revenue amount of \$121,297,587.

DONE, this 23rd day of September, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Joshua A. Gruber, Staff Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: September 9, 2013

Second Reading: September 16, 2013

Public Hearing: September 23, 2013

Third and Final Reading: September 23, 2013

ORDINANCE NO. 2014/___

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OR GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2014A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,100,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”), of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “Code”), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2013, is \$1,824,698,184. Eight percent of the assessed value is \$145,975,855. Also as of June 30, 2013, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$92,854,428. Thus, the County may incur not exceeding \$53,121,427 of additional general obligation debt within its applicable debt limitation. n debt within its applicable debt limitation.

Simultaneously with the issuance of the Series 2014A Bonds (hereinafter defined), the County intends to issue its not exceeding \$2,350,000 general obligation bonds, the final par amount of which will also count against the County’s constitutional debt limit.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$17,100,000 aggregate principal amount general obligation bonds of the County, the proceeds of which will be used for the following purposes: (i) funding capital improvement projects (the “Projects”); (ii) paying costs of issuance of the Series 2014A Bonds; and (iii) such other lawful purposes as the County Council shall determine.

(g) Pursuant to Ordinance No. 2012/10 enacted by County Council on August 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Series 2014A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$17,100,000 aggregate principal amount of general obligation bonds of the County to be designated “17,100,000 (or such lesser amount issued) General Obligation Bonds, Series 2014A or such other appropriate series designation, of Beaufort County, South Carolina” (the “Series 2014A Bonds”), for the purpose set forth in Section 1(f) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The 2014A Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014A Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as registrar and paying agent (the “Registrar/Paying Agent”) for the Series 2014A Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2014A Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the Series 2014A Bonds; (b) the maturity dates of the Series 2014A Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Series 2014A Bonds; (d) redemption provisions, if any, for the Series 2014A Bonds; (e) the date and time of sale of the Series 2014A Bonds; (f) the authority to receive bids on behalf of the County Council; and (g) the authority to award the sale of the Series 2014A Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2014A Bonds.

After the sale of the Series 2014A Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Series 2014A Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Series 2014A Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2014A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2014A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2014A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2014A Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2014A Bond or Series 2014A Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2014A Bond. Any Series 2014A Bond surrendered in exchange for a new registered 2014A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2014A Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2014A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2014A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2014A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2014A Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2014A Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2014A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2014A Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2014A Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2014A Bond or in the case of any proposed redemption of Series 2014A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2014A Bonds. In case any Series 2014A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2014A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Series 2014A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2014A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2014A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2014A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2014A Bond in lieu of which such duplicate Series 2014A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2014A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2014A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2014A Bonds. The Series 2014A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2014A Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2014A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2014A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2014A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2014A Bonds. The Series 2014A Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2014A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2014A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2014A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2014A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2014A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2014A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2014A Bonds to become includable in the gross income of the holders of the Series 2014A Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the “IRC”) in effect on the date of original issuance of the Series 2014A Bonds. The County further covenants and agrees with the holders of the Series 2014A Bonds that no use of the proceeds of the Series 2014A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2014A Bonds would have caused the Series 2014A Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2014A Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Book-Entry System. The Series 2014A Bonds initially issued (the “Initial Series 2014A Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Series 2014A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2014A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2014A Bonds shall be issued in fully-registered form, one Series 2014A Bond for each of the maturities of the Series 2014A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal or interest on the Initial Series 2014A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2014A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2014A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2014A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2014A Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2014A Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2014A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of

any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2014A Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2014A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2014A Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2014A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2014A Bonds, Form of Notice of Sale. The Series 2014A Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2014A Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2014A Bonds so that it may be provided to the purchaser of the Series 2014A Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2014A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including costs of issuance.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2014A Bonds, and such Series 2014A Bond or Series 2014A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2014A Bond or Series 2014A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2014A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2014A Bonds shall no longer be deemed to be outstanding hereunder, such Series 2014A Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the Code as such as may be amended from time to time.

(c) Such Series 2014A Bond or Series 2014A Bonds shall be defeased as provided in Section 11-14-110 of the Code as such may be amended from time to time.

SECTION 21. Reimbursement of Certain Expenditures. This Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the IRC to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary

Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to these projects will be the School District's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 22. Authorization to Issue General Obligation Bond Anticipation Notes; Delegation of Authority. Pursuant to Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, pending the issuance of the 2014A Bonds, County Council hereby authorizes the issuance of general obligation bond anticipation notes in an amount not to exceed \$17,100,000 (the "2014A Notes") for the purposes set forth in Section 1(e) herein and for costs of issuance of the 2014A Notes. In the event bond anticipation notes are issued, for the payment of principal of and interest on the 2014A Notes as they respectfully mature, there is hereby pledged the proceeds of the 2014A Bonds and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefore for the payment of the principal of and interest on the 2014A Notes. County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine (a) the amount of the Notes; (b) the date, time and method of sale of the Notes (c) whether the Notes will be book-entry or issued as a single fully-registered 2014A Note; (d) the maturity date and redemption provisions of the 2014A Notes; (e) the Registrar/Paying Agent for the 2014A Notes; (f) the form of the 2014A Note; (g) and such other details of the 2014A Notes as may be deemed advisable.

~~SECTION 22~~ SECTION 23. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2014A Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest as financial advisor in connection with the issuance of the Series 2014A Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2014A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ___ day of _____, 2014.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: May 27, 2014, By Title Only

Second Reading: June 9, 2014

Public Hearing:

Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
GENERAL OBLIGATION BOND, SERIES 2014A

No. R-

INTEREST	MATURITY	ORIGINAL	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Wells Fargo Bank, N.A., in the City of Atlanta, State of Georgia (the “Paying Agent”), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the “Registrar”), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2014.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Series 2014A Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on June 23, 2014.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$17,100,000 (the "Series 2014A Bonds"). The proceeds of the Series 2014A Bonds will be used for the following purposes: (i) funding capital projects (the "Projects"); (ii) paying costs of issuance of the Series 2014A Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2014A Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2014A Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on June 23, 2014, the Beaufort County Council adopted an ordinance entitled: “ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2014A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,100,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”).

The proceeds of the bonds will be used for the following purposes: (i) funding capital projects (the “Projects”) (ii) paying costs of issuance of the bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2014A,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), _____, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2013, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2014A, of the County (the "Series 2014A Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014A, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (843) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Series 2014A Bonds: The Series 2014A Bonds will be issued in fully-registered form. One Series 2014A Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2014A Bonds and each such Series 2014A Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2014A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014A Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2014A Bonds purchased. The winning bidder, as a condition to delivery of the Series 2014A Bonds, will be required to deposit the Series 2014A Bond certificates representing each maturity with DTC.

The Series 2014A Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2014; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014A Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
-------------	--------------------------	-------------	--------------------------

*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2014A Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2014A Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2014A Bonds. In order to calculate the yield on the Series 2014A Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2014A Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2014A Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Series 2014A Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Series 2014A Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Series 2014A Bonds offered, without taking into account any adjustment in the amount of the Series 2014A Bonds pursuant to this paragraph.

The Series 2014A Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2014A Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2014A Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2014A Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2014A Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2014A Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2014A Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2014A Bonds will be awarded to the bidder or bidders offering to purchase the Series 2014A Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2014A Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2014A Bonds, results in an

amount equal to the price bid for the Series 2014A Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2014A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014A of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Series 2014A Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2014A Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2014A Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2014A Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Series 2014A Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2014A Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2014A Bonds, stating the initial reoffering price of the Series 2014A Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2014A Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Series 2014A Bonds will be delivered on or about _____, 2014, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2014, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2014A Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2014A Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Series 2014A Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2014A

Bonds and the 9-digit CUSIP numbers for all Series 2014A Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2014A Bonds (including persons holding Series 2014A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2014A Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2014A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2014A Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2014A Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” and “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2014A Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014A Bonds, or other material events affecting the tax status of the Series 2014A Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2014A Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2014A Bonds and the 9-digit CUSIP numbers for the Series 2014A Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2014A Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2014A Bonds, when the Issuer is no longer an obligated person with respect to the Series 2014A Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2014A Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2014A Bonds or under any other document relating to the Series 2014A Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2014A Bonds or any other party. The Disclosure Dissemination Agent shall

have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2014A Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2014A Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2014A Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2014A Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2014A Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc:

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

**EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:

Issuer’s Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ “quarterly/monthly financial information;”
2. _____ “change in fiscal year/timing of annual disclosure;”
3. _____ “change in accounting standard;”
4. _____ “interim/additional financial information/operating data;”
5. _____ “budget;”
6. _____ “investment/debt/financial policy;”
7. _____ “information provided to rating agency, credit/liquidity provider or other third party;”
8. _____ “consultant reports;” and
9. _____ “other financial/operating data.”

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/12/2014 3:28:31 PM
Comparison Time	2.87 seconds
compareDocs version	v4.0.3.1

Sources	
Original Document	[#1163571] [v1] Ordinance for Beaufort County 2014A Bonds
Modified Document	[#1163571] [v2] Ordinance for Beaufort County 2014A Bonds

Comparison Statistics	
Insertions	8
Deletions	6
Changes	1
Moves	0
TOTAL CHANGES	15

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

ORDINANCE NO. 2014/___

AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION BONDS OR GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,350,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”), of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “Code”), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2013, is \$1,824,698,184. Eight percent of the assessed value is \$145,975,855.. Also as of June 30, 2013, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$92,854,428. Thus, the County may incur not exceeding \$53,121,427 of additional general obligation debt within its applicable debt limitation.

Simultaneously with the issuance of the Bonds, the County intends to issue its not exceeding \$17,100,000 (the “Series 2014A Bonds”), the final par amount of which will also count against the County’s constitutional debt limit.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,350,000 aggregate principal amount general obligation bonds of the County, the proceeds of which will be used for the following purposes: (i) funding capital projects (the "Projects") at the Hilton Head Island Airport; (ii) paying costs of issuance of the Series 2014B Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

(g) Pursuant to Ordinance No. 2012/10 enacted on August 13, 2012, County Council has adopted Written Procedures Related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Series 2014B Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,350,000 aggregate principal amount of general obligation bonds of the County to be designated "\$2,350,000 (or such lesser amount issued) General Obligation Bonds, Series 2014B or such other appropriate series designation, of Beaufort County, South Carolina" (the "Series 2014B Bonds"), for the purpose set forth in Section 1(f) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The 2014B Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014B Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as registrar and paying agent (the "Registrar/Paying Agent") for the Series 2014B Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2014B Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the Series 2014B Bonds; (b) the maturity dates of the Series 2014B Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Series 2014B Bonds; (d) redemption provisions, if any, for the Series 2014B Bonds; (e) the date and time of sale of the Series 2014B Bonds; (f) the authority to receive bids on behalf of the County Council; and (g) the authority to award the sale of the Series 2014B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2014B Bonds.

If prior to the sale of the Series 2014B Bonds, it is determined that the Series 2014B Bonds can be issued as tax-exempt Bonds, the County Administrator is hereby authorized to combine the Series 2014A Bonds and Series 2014B Bonds into one series and have them provided with an appropriate series designation.

After the sale of the Series 2014B Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Series 2014B Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Series 2014B Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2014B Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2014B Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2014B Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2014B Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2014B Bond or Series 2014B Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2014B Bond. Any Series 2014B Bond surrendered in exchange for a new registered 2014B Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2014B Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2014B Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2014B Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2014B Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2014B Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2014B Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2014B Bonds during the fifteen (15) days preceding an interest payment date on such Series 2014B Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2014B Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2014B Bond or in the case of any proposed redemption of Series 2014B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2014B Bonds. In case any Series 2014B Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2014B Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Series 2014B Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2014B Bond issued under the provisions of this Section in exchange and

substitution for any defaced, mutilated or partly destroyed Series 2014B Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2014B Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2014B Bond in lieu of which such duplicate Series 2014B Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2014B Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2014B Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2014B Bonds. The Series 2014B Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2014B Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2014B Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2014B Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2014B Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2014B Bonds. The Series 2014B Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2014B Bonds. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the County Auditor, and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from its Airport Enterprise Fund to pay the principal of and interest on the Bonds when due, and sufficient revenues must be delivered for the payment of principal of and interest on the Bonds, and must be delivered to the County Treasurer for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the County Auditor fixes the annual tax levy, and the annual ad valorem tax to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year by the amount derived from the Airport Enterprise Fund which is actually in the custody and control of the County Treasurer for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2014B Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2014B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor in accordance with this Section.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2014B Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2014B Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2014B Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2014B Bonds to become includable in the gross income of the holders of the Series 2014B Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the "IRC") in effect on the date of original issuance of the Series 2014B Bonds. The County further covenants and agrees with the holders of the Series 2014B Bonds that no use of the proceeds of the Series 2014B Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2014B Bonds would have caused the Series 2014B Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC so long as the Series 2014B Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

The above covenants will not apply if the Series 2014B Bonds are issued as taxable bonds.

SECTION 14. Book-Entry System. The Series 2014B Bonds initially issued (the "Initial Series 2014B Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Series 2014B Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2014B Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2014B Bonds shall be issued in fully-registered form, one Series 2014B Bond for each of the maturities of the Series 2014B Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2014B Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2014B Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2014B Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2014B Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2014B Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2014B Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2014B Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2014B Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2014B Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2014B Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2014B Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2014B Bonds, Form of Notice of Sale. The Series 2014B Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2014B Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2014B Bonds so that it may be provided to the purchaser of the Series 2014B Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Series 2014B Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including costs of issuance.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2014B Bonds, and such Series 2014B Bond or Series 2014B Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2014B Bond or Series 2014B Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2014B Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2014B Bonds shall no longer be deemed to be outstanding hereunder, such Series 2014B Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the Code as such as may be amended from time to time.

(c) Such Series 2014B Bond or Series 2014B Bonds shall be defeased as provided in Section 11-14-110 of the Code as such may be amended from time to time.

SECTION 21. Reimbursement of Certain Expenditures. This Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the IRC to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to these projects will be the School District’s reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 22. Authorization to Issue General Obligation Bond Anticipation Notes; Delegation of Authority. Pursuant to Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, pending the issuance of the 2014B Bonds, County Council hereby authorizes the issuance of general obligation bond anticipation notes in an amount not to exceed \$2,350,000 (the “2014B Notes”) for the purposes set forth in Section 1(e) herein and for costs of issuance of the 2014B Notes. In the event bond anticipation notes are issued, for the payment of principal of and interest on the 2014B Notes as they respectfully mature, there is hereby pledged the proceeds of the 2014B Bonds and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefore for the payment of the principal of and interest on the 2014B Notes. County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine (a) the amount of the Notes; (b) the date, time and method of sale of the Notes (c) whether the Notes will be book-entry or issued as a single fully-registered 2014B Note; (d) the maturity date and redemption provisions of the 2014B Notes; (e) the Registrar/Paying Agent for the 2014B Notes; (f) the form of the 2014B Note; (g) and such other details of the 2014B Notes as may be deemed advisable.

~~SECTION 22~~SECTION 23. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2014B Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest as financial advisor in connection with the issuance of the Series 2014B Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2014B Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ___ day of _____, 2014.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: May 27, 2014, By Title Only
Second Reading: June 9, 2014
Public Hearing:
Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
[TAXABLE] GENERAL OBLIGATION BOND, SERIES 2014B

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Wells Fargo Bank, N.A., in the City of Atlanta, State of Georgia (the “Paying Agent”), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the “Registrar”), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from its Airport Enterprise Fund to pay the principal of and interest on the Bonds when due, and sufficient revenues must be delivered for the payment of principal of and interest on the Bonds, and must be delivered to the County Treasurer for payment of principal of and interest on the Bonds and for no other

purpose, prior to the occasion when the County Auditor fixes the annual tax levy, and the annual ad valorem tax to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year by the amount of revenue derived from the Airport Enterprise Fund which is actually in the custody and control of the County Treasurer for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2014.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Series 2014B Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on June 23, 2014.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$2,350,000 (the "Series 2014B Bonds"). The proceeds of the Series 2014B Bonds will be used for the following purposes: (i) funding capital projects (the "Projects") at the Hilton Head Island Airport; (ii) paying costs of issuance of the Series 2014B Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2014B Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2014B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

In addition, the County intends to use revenues from its Airport Enterprise Fund for the payment of the principal and interest on the Series 2014B Bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2014B Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on June 23, 2014, the Beaufort County Council adopted an ordinance entitled: “ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE OR TAX-EXEMPT GENERAL OBLIGATION BONDS, SERIES 2014B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,350,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”).

The proceeds of the bonds will be used for the following purposes: (i) funding capital projects (the “Projects”) at the Hilton Head Island Airport; (ii) paying costs of issuance of the bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2014B,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), _____, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2014, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2014B, of the County (the "Series 2014B Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014B, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (843) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Series 2014B Bonds: The Series 2014B Bonds will be issued in fully-registered form. One Series 2014B Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2014B Bonds and each such Series 2014B Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2014B Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014B Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2014B Bonds purchased. The winning bidder, as a condition to delivery of the Series 2014B Bonds, will be required to deposit the Series 2014B Bond certificates representing each maturity with DTC.

The Series 2014B Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2014; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014B Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
-------------	--------------------------	-------------	--------------------------

*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2014B Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2014B Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2014B Bonds. In order to calculate the yield on the Series 2014B Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2014B Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2014B Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Series 2014B Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Series 2014B Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Series 2014B Bonds offered, without taking into account any adjustment in the amount of the Series 2014B Bonds pursuant to this paragraph.

The Series 2014B Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2014B Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2014B Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2014B Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2014B Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2014B Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2014B Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2014B Bonds will be awarded to the bidder or bidders offering to purchase the Series 2014B Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2014B Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2014B Bonds, results in an

amount equal to the price bid for the Series 2014B Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of a sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are irrevocably pledged, and there shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectfully mature, and to create a sinking fund as may be necessary therefor; provided, however, that the County Council does hereby pledge the revenues derived from its Airport Enterprise Fund to pay the principal of and interest on the Bonds when due, and sufficient revenues must be delivered for the payment of principal of and interest on the Bonds, and must be delivered to the County Treasurer for payment of principal of and interest on the Bonds and for no other purpose, prior to the occasion when the County Auditor fixes the annual tax levy, and the annual ad valorem tax to be levied for the payment of the principal of and interest on the Bonds on all taxable property in the County shall be reduced in each year by the amount of revenue derived from the Airport Enterprise Fund which is actually in the custody and control of the County Treasurer for the payment of the principal of and interest on the Bonds at the time the tax for the year is required to be levied.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014B of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Series 2014B Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2014B Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2014B Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2014B Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Series 2014B Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2014B Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2014B Bonds, stating the initial reoffering price of the Series 2014B Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2014B Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Series 2014B Bonds will be delivered on or about _____, 2014, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2014, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2014B Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2014B Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Series 2014B Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2014B

Bonds and the 9-digit CUSIP numbers for all Series 2014B Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2014B Bonds (including persons holding Series 2014B Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2014B Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2014B Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2014B Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2014B Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” and “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2014B Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014B Bonds, or other material events affecting the tax status of the Series 2014B Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2014B Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2014B Bonds and the 9-digit CUSIP numbers for the Series 2014B Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2014B Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2014B Bonds, when the Issuer is no longer an obligated person with respect to the Series 2014B Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2014B Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2014B Bonds or under any other document relating to the Series 2014B Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2014B Bonds or any other party. The Disclosure Dissemination Agent shall

have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2014B Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2014B Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2014B Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2014B Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2014B Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

cc:

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:

Issuer’s Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ “quarterly/monthly financial information;”
2. _____ “change in fiscal year/timing of annual disclosure;”
3. _____ “change in accounting standard;”
4. _____ “interim/additional financial information/operating data;”
5. _____ “budget;”
6. _____ “investment/debt/financial policy;”
7. _____ “information provided to rating agency, credit/liquidity provider or other third party;”
8. _____ “consultant reports;” and
9. _____ “other financial/operating data.”

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	6/12/2014 3:29:26 PM
Comparison Time	2.56 seconds
compareDocs version	v4.0.3.1

Sources	
Original Document	[#1163576] [v1] Ordinance for Beaufort County 2014B Bonds
Modified Document	[#1163576] [v2] Ordinance for Beaufort County 2014B Bonds

Comparison Statistics	
Insertions	8
Deletions	6
Changes	1
Moves	0
TOTAL CHANGES	15

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

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: Beaufort County
Comparison of Revenue and Expense
Date Submitted: June 23, 2014
Submitted By: Jim Bequette
Venue: County Council Meeting

BEAUFORT COUNTY
COMPARISON OF REVENUE & EXPENSE
(IN MILLIONS OF DOLLARS)

	2007	2008	2009	2010	2011	2012	2013	2014
Budget Rev	\$83.3	\$88.7	\$103.7	\$101.5	\$96.9	\$95.1	\$95.5	\$99.4
Actual	84.3	86.2	99.3	96.3	95.5	95.6	96.6	--
Budget Exp	88.4	91.8	100.3	102.1	95.0	93.0	94.4	99.4
Actual	81.5	88.1	96.1	97.8	93.1	89.8	92.4	--

Average increase comparing 2007 Budget to 2014 Budget:

Revenue	1.9%
Expense	1.2%%

DATA FROM CERTIFIED ANNUAL FINANCIAL REPORTS (CAFR) FOR EACH YEAR.

Jim Bequette

June 23, 2014

County Council Meeting

Topic: Proposed Community Development Code

Date Submitted: June 23, 2014

Submitted By: Ashley Feaster

Venue: County Council Meeting



National Association of Home Builders

1201 15th Street NW
Washington, DC 20005

T 800 368 5242
F 202 266 8400

nahb.org

Land Use and Design

Claire Worshtil
Program Manager

MEMO

To: Ashley Feaster, Executive Officer, Hilton Head Area Home Builders Association
From: Claire Worshtil, Program Manager, National Association of Home Builders
Date: 6/17/14
Subject: Beaufort County Proposed Community Development Code

I support and agree with all of concerns raised in your June 9, 2014 letter to the Beaufort County Council Members and would like to offer the following additional concerns and comments. Please be aware that these comments are based on the language of the Beaufort County Proposed Community Development Code and our knowledge of national practices and trends. They do not reflect any particular knowledge of your local political situation or local development practices. We recommend that you read the comments for consistency with your state and local policies and positions before sharing them with local officials.

Overall Comments

Smart Code based development codes require a level of design expertise that needs to be practiced and perfected over time. Designers who have not had experience with Smart Code need time to become familiar with it and the local planning staff who will be enforcing this code will need to become familiar with it and find out what works and what doesn't. This is an extremely prescriptive design code and the county may find that while some sections of the code are easily adaptable to site specific conditions, there are other sections that do not provide sufficient flexibility.

I recommend that the county only implement Smart Code in specific areas of the county in order to gain experience with the code and work through the challenges before implementing it countywide. I am concerned that if this code is implemented countywide, without the option to do a PUD, it will slow or even halt development, while the county learns how to properly review plans under this drastically different code. If this is not possible, my second recommendation would be to include an option to allow a PUD through administrative approval.

As a coastal community, Beaufort County understands the need to build resilient communities. Part of building resilient communities is implementing green land development practices that manage stormwater, protect environmentally sensitive areas and limit soil disturbance and erosion. Many of the best practices for achieving these outcomes would be difficult to implement within the confines of this code. I recommend that the county limit the prescriptive nature in sections of the code where flexibility will be required in order to implement green development practices, particularly in parts of the community near the coast line.

Ashley Feaster

June 23, 2014

County Council Meeting

Section Specific Comments

2.2.30 (E) Dead End Streets and Cul-De-Sacs

This section indicates that dead end streets and cul-de-sacs are only allowable through administrative modulation. The decision to allow or disallow these types of streets needs to be made before the design process begins, otherwise, this type of change will require a significant redesign, based on the prescriptive nature of the development code. I would recommend allowing dead end streets and cul-de-sacs for a certain percentage of streets as long as they meet the design standards put forth in this section.

2.2.40 Block Design

This entire section is too prescriptive and does not leave enough flexibility to implement good design on constrained sites. For example, if a designer wished the streets to follow the natural contours of the land in order to implement stormwater BMPs and limit soil disturbance they would not be able to do that and still follow the grid pattern required by this development code. In fact, many of the land development practices suggested by the ICC National Green Building Standard would not be feasible under this code. Again, a code that is too prescriptive does not leave room for innovation or new design techniques.

2.2.50 (C) Lot Lines

The block and street design requirements, combined with the lot line requirements do not allow a builder to orient the home so that it takes advantage of solar heat.

Table 2.3.60 (B) Required Allocation Mix of Transect Zones

The minimum and maximum percentages presented in this table may be difficult to achieve and may cause some administrative issues. For the Neighborhood Scale TCP, T2 Rural, the maximum percentage should be 40%. If the minimum requirement for the other zones totals 60%, a developer could never reach 50% max for any of the zones.

Similarly, for the infill scale TCP, the maximum percentage for T3 Hamlet should be 75%. Due to the minimums in this table, leaving the maximum at 70% could leave you with a 5% gap in certain situations.

2.10.30 Establishment of TDR Sending and Receiving Areas

As this currently reads, it appears that receiving areas are all within the boundary of Port Royal Island. Are there no other unincorporated areas that could be included as receiving areas? Also, are there no areas of the county, other than the airport overlay, that could be sending areas? This is a great program that can further the goals of the AICUZ program and county conservation efforts and focuses density in the most appropriate areas. The county should make sure they are using the program to its full potential.

Table 5.1.12.30.C Stormwater BMP Type Standards

I recommend you add vegetative permeable paving systems to the list of acceptable BMPs.

Ashlet Feaster
June 17, 2014
Page 3

These systems are very effective for use on fire lanes, driveways, and parking areas. They offer multiple environmental benefits including stormwater management and active cooling through transpiration.

I hope that these comments will be helpful. Please contact me if I can provide additional information.

Claire Worshtil

Program Manager, Land Use

202-266-8309

cworshtil@nahb.org

Topic: USC-B Operation Cost Projection
Project 1: Arena
Project 2: Recreational Wellness Sports Complex

Date Submitted: June 23, 2014

Submitted By: Lynn McGee

Venue: County Council Meeting

**UNIVERSITY OF SOUTH CAROLINA BEAUFORT
OPERATING COST PROJECTION**

PROJECT 1: ARENA

* PROJECTED EXPENSES	\$	575,000.00
Operation & Maintenance		
Management agreement		
Utility costs		

* PROJECTED REVENUE	\$	475,000.00
User fees, ticket sales, sponsorships		
Concessions		

PROJECTED USCB CONTRIBUTION	\$	100,000.00
Athletics and use of facility for other university events already provided in campus budgets		

NO ADDITIONAL FUNDING REQUIRED FOR OPERATIONS

PROJECT 2: RECREATIONAL WELLNESS SPORTS COMPLEX

NO ADDITIONAL FUNDING REQUIRED FOR OPERATIONS

 Redirecting expenses for athletic
 operations and maintenance of the
 Richard Gray Complex in Hardeeville by
 USCB.

NO FUNDING WILL BE REQUESTED FROM
COUNTY COUNCIL FOR THE OPERATION OF
THESE FACILITIES.

* Projections were based on experience of other comparable
operations at universities in South Carolina.
Detailed analysis were used to arrive at these numbers.

Lynn McGee

June 2014

June 23, 2014

County Council Meeting

Topic: Beaufort County School District
Millage Value and Rate Calculation
FY 2014 - FY 2015

Date Submitted: June 23, 2014

Submitted By: Phyllis White

Venue: County Council Meeting

**Beaufort County School District
Millage Value and Rate Calculation
FY 2014-2015**

	<u>Amount</u>	<u>Source</u>
Total Taxable Properties	1,602,231,010	Per Unpaid/Paid Tax File from Treasurer's Office (column AI)
Less 4% Residents	<u>(512,616,340)</u>	Per Unpaid/Paid Tax File from Treasurer's Office (marked Legal Resident or Adjusted Legal Resident)
Subtotal	1,089,614,670	
Less:		
HHI TIF Incremental Value	843,553	Per TIF files from Treasurer's Office
COB TIF Incremental Value	<u>149,790</u>	Per TIF files from Treasurer's Office
	<u>993,343</u>	<u>(993,343)</u>
Subtotal	1,088,621,327	
Allowance for 4% Switch	<u>(1,812,330)</u>	Current Year 4% to 6% switch*
Total	1,086,808,997	
Mill Value	1,086,809	
Revenue Required	114,868,815	
Mill Rate	105.69	

*SC General Assembly passed and signed by Governor legislation that relaxes the qualifying criteria for 4% legal residence status include increase in allowable rental period from 14 to 72 days, ownership held by legal entities other than single-member LLC and active duty military who in prior years received orders for location to another SC or out of state duty station. Per Assessor, this will increase the number of 4% applications. In addition, there was also a passage of law that added an additional 1 year of reduced taxable valuations to vacant lots that qualified for the lot discount in tax year 2012.

Phyllis White
June 23, 2014
County Council Meeting