

# COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
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BEAUFORT, SOUTH CAROLINA 29901-1228  
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WM. WESTON J. NEWTON  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

## COUNCIL MEMBERS

STEVEN M. BAER  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
HERBERT N. GLAZE  
WILLIAM L. McBRIDE  
STEWART H. RODMAN  
GERALD W. STEWART  
LAURA 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, February 27, 2012

4:00 p.m.

Large Meeting Room  
Hilton Head Island Branch Library  
11 Beach City Road, Hilton Head Island

**Citizens may participate in the public comment periods and public hearings telephonically from Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort and as well as Mary Field School, Daufuskie Island.**

1. CAUCUS - 4:00 P.M.  
Discussion is not limited to agenda items.  
Large Meeting Room
2. REGULAR MEETING - 5:00 P.M.  
Large Meeting Room
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION
6. PUBLIC COMMENT
7. PROCLAMATION  
A. Peace Officers' Memorial Day
8. COUNTY ADMINISTRATOR'S REPORT ([backup](#))  
Mr. Gary Kubic, County Administrator  
A. The County Channel / Broadcast Update ([backup](#))  
B. Two-Week Progress Report ([backup](#))  
C. Announcement / Center for Heirs' Property Preservation Educational Presentation /  
February 28, 2012 at 2:00 p.m. at Beaufort City Hall ([backup](#))  
D. County Council Retreat: Policy / Management Agendas 2012 ([backup](#))

Over



9. DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy, County Administrator

A. Two-Week Progress Report ([backup](#))

B. Update / US 278 Widening / Hampton Parkway Intersection ([backup](#))

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

C. Construction Project Updates

Mr. Rob McFee, Division-Director Engineering and Infrastructure

One Cent Sales Tax Referendum Projects:

U.S. Highway 278 Construction Project

Bluffton Parkway Phase 5A Roadway

Capital Improvement Projects:

St. Helena Island Branch Library at Penn Center

Lady's Island Community Park

Burton Wells Regional Park Phase II

10. CONSENT AGENDA – ITEMS A THROUGH E

A. PRIORITIZATION OF 2011 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECTS

1. The four priorities are: Community Infrastructure, Community Enrichment, Village Renaissance, and Business Development
2. Community Services Committee discussion and recommendation to approve occurred February 20, 2012 / Vote 6:0

B. HILTON HEAD ISLAND AIRPORT THROUGH-THE-FENCE AGREEMENT ([backup](#))

1. Finance Committee discussion and recommendation to approve occurred February 20, 2012 / Vote 7:0
2. Airports Board approval occurred December 15, 2011 / Vote 9:0

C. FEDERAL TRANSIT ADMINISTRATION BUS LIVABILITY GRANT ([backup](#))

1. Finance Committee discussion and recommendation to decline grant offer occurred February 20, 2012 / Vote 7:0

D. EMS AMBULANCE 2012 TYPE I VEHICLE ([backup](#))

1. Contract award: Taylor Made Ambulance, Newport, Arkansas
2. Contract amount: \$140,575
3. Funding: Account #23160-54000 Vehicle Purchases
4. Finance Committee discussion and recommendation to approve occurred February 20, 2012 / Vote 7:0

E. AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$2,500,000 OF GENERAL OBLIGATION BOND ANTICIPATION NOTES TO PROVIDE FUNDS FOR THE ACQUISITION OF THE BUILDING AND REAL PROPERTY KNOWN AS THE MYRTLE PARK COUNTY ADMINISTRATION BUILDING, LOCATED AT 4815 BLUFFTON PARKWAY, BLUFFTON, SOUTH CAROLINA ([backup](#))

1. Consideration of reading approval to occur February 27, 2012

2. Finance Committee discussion and recommendation to approve occurred February 20, 2012 / Vote 7:0
  
11. PUBLIC HEARING – 6:00 P.M.
  - A. AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION BONDS, SERIES 2012B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA ([backup](#))
    1. Consideration of third and final approval to occur February 27, 2012
    2. Second reading approval occurred February 13, 2012 / Vote 11:0
    3. First reading approval occurred January 23, 2012 /Voter 11:0
    4. Finance Committee discussion and recommendation to approve occurred January 17, 2012 / Vote 7:0
  
12. COMMITTEE REPORTS ([backup](#))
  
13. PUBLIC COMMENT
  
14. EXECUTIVE SESSION - Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege
  
15. ADJOURNMENT

OFFICE OF THE COUNTY ADMINISTRATOR  
COUNTY COUNCIL OF BEAUFORT COUNTY

GARY KUBIC  
COUNTY ADMINISTRATOR

CHERYL HARRIS  
EXECUTIVE ASSISTANT

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BRYAN J. HILL  
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
STAFF ATTORNEY

COUNTY ADMINISTRATOR'S REPORT

Monday, February 27, 2012  
5:00 p.m.  
Hilton Head Island Library

**INFORMATION ITEMS:**

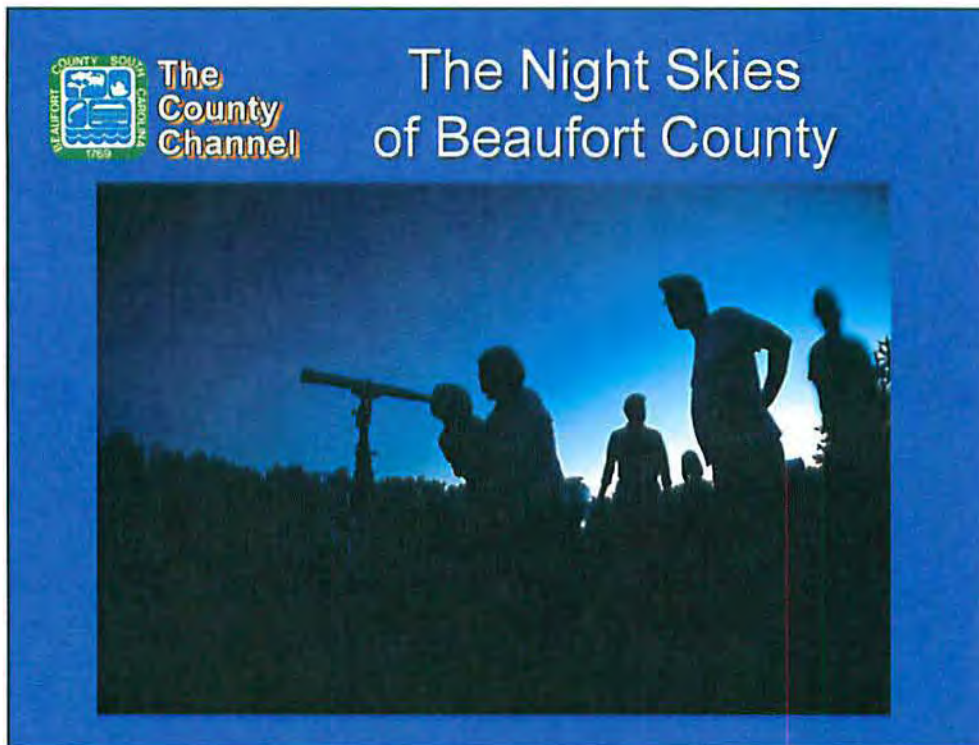
- The County Channel / Broadcast Update (Enclosure)
- Two-Week Progress Report (Enclosure)
- Announcement / Center for Heirs' Property Preservation Educational Presentation / February 28, 2012 at 2:00 p.m. at Beaufort City Hall (Enclosure)
- County Council Retreat: Policy / Management Agendas 2012 (Enclosure)



## Beaufort History Moments



The County Channel is working with Beaufort County historian Ian Hill, and public information officer Suzanne Larson to produce a series of short segments about the history and culture of Beaufort County. The informational videos will cover some of the historic sites like Fort Fremont, and Penn Center, as well as the history of our municipalities. The segments will be a few minutes each, and will air on The County Channel in-between programming, and on the web.



The County Channel partnered with local science educator Kristen Marshall Mattsen to produce a series of short informational videos about astronomy. We are fortunate in our county to have low levels of light pollution that produce excellent opportunities for star-gazing. We are in production of our 2<sup>nd</sup> video... The first covered the topic of light pollution, and can be viewed on our website ([BCGOV.NET](http://BCGOV.NET)). These videos air as a part of our science and nature programming initiative, along with Coastal Kingdom.



## Memorandum

DATE: February 24, 2012

TO: County Council

FROM: Gary Kubic, County Administrator

SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place February 13, 2012 through February 24, 2012:

February 13, 2012

- Defibrillator training by EMS personnel
- County Council Caucus meeting
- County Council meeting

February 14, 2012

- Mediation re: Lanese vs. Beaufort County at Holiday Inn

February 15, 2012

- Meeting with Councilman Brian Flewelling, Patty Kennedy, Executive Director of Beaufort County Open Land Trust, and Tony Criscitiello, Division Director of Planning and Development re: Parks

February 16 – 18, 2012

- County Council Annual Planning Meeting at Disabilities and Special Needs Day Program and Administration Building

February 20, 2012

- Staff meeting re: Hampton Parkway
- Presentation of "Unbroken" by Laura Hillebrand at USCB Performing Arts Center
- Finance Committee meeting
- Community Services Committee meeting

February 21, 2012

- Conference call with Chairman Weston Newton and Town of Bluffton officials re: Harris Teeter at Bluffton Parkway service road

February 22, 2012

- Agenda review re: February 24, 2012 Council meeting
- Tour of 5A roadwork with Robert McFee, Division Director of Engineering and Infrastructure, Don Smith, of Engineering Department, and Logan Crowther of Cleland Site Prep Inc.

February 23, 2012

- Mediation re: Doug Trodgon vs. Beaufort County, Charleston, SC

February 24, 2012

- Website meeting



Harris, Cheryl

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**From:** City of Beaufort Redevelopment Commission  
[jmartin=cityofbeaufort.org@mail49.us1.mcsv.net] on behalf of City of Beaufort  
Redevelopment Commission [jmartin@cityofbeaufort.org]  
**Sent:** Tuesday, February 21, 2012 7:15 PM  
**To:** Harris, Cheryl  
**Subject:** Center for Heirs' Property Preservation to host an Educational Workshop



View Plans, Images and Presentations from the Sector 2/3 Charrette [online!](#)

[Unsubscribe cherylh@bcgov.net](#) | [Update your profile](#) | [Forward to a friend](#)



Center for Heirs' Property  
Preservation  
Conducts an Educational  
Presentation  
Sponsored by

Lowcountry Housing Trust, City of

Beaufort and the Town of Port Royal

Tuesday, February 28, 2012 at 2:00pm

*Beaufort, SC – February 21, 2012:* Whatever questions you may have about the complicated issue of heirs' property, bring them to the Executive Director of the Center for Heirs' Property, Jennie Stephens, who will be offering an educational presentation on Tuesday, February 28<sup>th</sup> at 2.00PM at Beaufort City Hall (1911 Boundary Street).

The event is hosted by the Lowcountry Housing Trust, City of Beaufort and the Town of Port Royal. Stephens has been directing the Center since it first began as a project at Coastal Community Foundation with funding from the Ford Foundation in 2002.

Since the Center opened its doors as an independent non-profit organization in 2005, the staff has provided educational seminars and direct legal services to low-income heirs' property owners across the

six counties of Beaufort, Berkeley, Charleston, Colleton, Dorchester and Georgetown counties to help them obtain clear title and keep their family land.

Most heirs' property is rural and rich in cultural and environmental assets. Clearing title increases heirs' property owners' chances of holding on to their land which helps preserve the rural landscape and historic communities. Clearing title is expensive and often beyond the reach of most low-income heirs' property owners. Providing access to education on this complex issue and legal representation are essential interventions to halt the loss of heirs' land, community character and the environment. Research conducted by the Center in 2011 revealed that there are more than 20,000 acres of heirs' land left to protect across Beaufort County.

At the recent Center's annual "Commitment to Justice" award event honoring Judge Alex Sanders (former President of the College of Charleston and Co-Founder of the Charleston School of Law), Sanders expressed his deep concern about protecting the rights of heirs' property owners. "The Center for Heirs' Property Preservation is carrying on critically important work to remedy a heretofore intractable problem, especially prevalent in the Lowcountry of South Carolina."

Judge Sanders first became aware of the issue of heirs' property in the early 60's when the late Judge Matthew Perry asked him if he could do anything about it on Hilton Head Island. "Most of that land was heirs' property, but now very little remains. We worship the law as an exemplar," said Sanders. "And yet it has failed when it comes to property rights – like heirs' property."

Reserve your seat for this compelling and timely presentation by contacting Jackie Wilson at the Center's office in Charleston at: (843) 745-7055 or by e-mail: [jwilson@heirsproperty.org](mailto:jwilson@heirsproperty.org).

*The Center for Heirs' Property Preservation is celebrating six years of serving, supporting and empowering heirs' property (HP) owners and their communities. The Center accomplishes this mission by providing educational and legal services to (1) low-income heirs' property owners, (2) nonprofit organizations serving heirs' property owners, (3) attorneys and judges handling heirs' property cases, and (4) the community-at-large in Beaufort, Berkeley, Charleston, Colleton, Dorchester and Georgetown counties in South Carolina.*

*Since 2005, the Center has responded to the increasing need for HP education and legal services by providing advice and counsel to 1,053 applicants, and legal services to 273 clients; conducting 207 legal seminars and presentations to 5,719 persons; clearing 73 titles, and also providing technical assistance to county government planners and local planning committees on HP as they worked on comprehensive plans for their communities. Working with volunteers from the Charleston School of Law and Trident Technical*

*College, the Center has successfully cleared 71 titles. For more, go to: [www.heirsproperty.org](http://www.heirsproperty.org).*

Please contact Josh Martin for more information at [jmartin@cityofbeaufort.org](mailto:jmartin@cityofbeaufort.org) for additional information.

# Beaufort County Council

## Policy Agenda 2012

### Top

Solid Waste Management and Recycling  
Debt / Reserve Policy  
BRAC Strategy  
County Economic Development Policy and Framework  
Major Road Projects: Priority, Funding  
Courthouse and Campus Development

### High

Community Development Code / Process  
County Services (Essential / Non-Essential)  
Mitchelville Historic Site  
Sea Pines Dredging  
Economic Alliance: County Participation  
Business License Fee  
Burton Wells Regional Park Phase III Funding  
Buckwater Park: Phase II Regional Park  
Daufuskie Ferry

### Other

Millage Rate Policy 2013 (no millage increase)  
Water Quality Office

## Management Agenda 2012

### Top

State Infrastructure Bank (Road Project Funding)  
Restoration Projects

- Battery Creek
- Okatie River
- May River

MIS Relocation  
Salary Adjustment / Bonus

### High

Ditch Maintenance and Dredging  
Bridges Replacement Plan  
Joint Use of School Facilities  
Marathon through Marsh / Rails to Trails Plan  
Sports Complex / Ballfields

- Needs Assessment
- Economic Analysis

Heirs Property Public Awareness

### Other

Stormwater Retrofit Plan  
Short-Term Buckwalter and Windmill Harbor Study



# Memorandum

DATE: February 24, 2012  
TO: County Council  
FROM: Bryan Hill, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place February 13, 2011 through February 24, 2012:

February 13, 2012 (Monday):

- Attend Defibrillator Training Session Hosted by EMS
- Public Safety Grants Meeting with Alicia Holland, Controller and Missy Easler, Finance
- Meet with Alicia Holland, Controller re: 2013 Budget
- County Council

February 14, 2012 (Tuesday):

- Public Safety Directors Meeting
- Visit Animal Shelter
- Meet with Tony Criscitiello re: Retreat Presentation on Form Based Code
- Bluffton Hours P.M.

February 15, 2012 (Wednesday)--Bluffton:

- Work on Council Retreat Presentations and Materials
- Meet with Duffie Stone, Solicitor re: Electronic Monitoring
- Meet with Steve Murphy re: remodeling of Solicitor's Office
- Bluffton Hours

February 16, 2012 (Thursday):

- Meet with Audra Antonacci, Codes Enforcement
- Attend Council Retreat at DSN

February 17, 2012 (Friday):

- Attend Council Retreat at DSN

February 18, 2012 (Saturday):

- Attend Council Retreat at DSN

February 20, 2012 (Monday):

- Hampton Parkway Meeting with Gary Kubic, County Administrator, Colin Kinton, Traffic, and Joshua Gruber, Staff Attorney
- Meet with Robert McFee, Infrastructure & Engineering Director
- Finance Committee Meeting
- Community Services Committee Meeting

February 21, 2012 (Tuesday):

- Public Safety Director Meeting
- Meet with Edward Meeks
- Meet with Alicia Holland, Controller, and Carolyn Wallace, Stormwater Finance re: Stormwater Budget
- Meet with Alicia Holland, Controller and David Starkey, CFO

February 22, 2012 (Wednesday):

- Agenda Review
- Meet with York Glover, Clemson Extension
- Work on Budget

February 23, 2012 (Thursday)--Bluffton:

- Video Conference with Dan Morgan, MIS and Scott Grooms, Broadcasting
- Video Conference with Audra Antonacci, Codes Enforcement, Chuck Atkinson, Building Codes and Edra Stephens, Business Licenses
- Bluffton Hours P.M.

February 24, 2012 (Friday)--Bluffton:

- Attend SC Munis User Group Meeting on Hilton Head Island
- Bluffton Hours P.M.

Budget FY 2012

As of 2/23/2012

Description			Organization	ORG	Actual 4 Year Comparison				February 23rd	Adopted
					For the Period Ending January 31st				Actual to Date	Budget
				FY 2009	FY 2010	FY 2011	FY 2012	FY 2012	FY 2012	
			Taxes	41000	(67,119,394)	(66,750,839)	(67,410,209)	(66,937,605)	(66,937,605)	(72,130,243)
			Licenses & Permits	42000	(919,309)	(674,832)	(606,746)	(993,074)	(1,279,982)	(2,567,500)
			Intergovernmental	43000	(3,726,505)	(2,997,006)	(2,759,887)	(2,943,932)	(2,950,102)	(7,422,875)
			Charges for Services	44000	(5,018,068)	(5,293,067)	(5,261,410)	(5,414,840)	(5,796,714)	(11,226,774)
			Fines & Forfeitures	45000	(604,972)	(703,580)	(504,457)	(434,069)	(483,429)	(953,000)
			Interest	46000	(149,991)	(57,117)	(52,646)	(117,740)	(117,740)	(141,000)
			Miscellaneous	47000	(721,119)	(409,458)	(323,017)	(275,815)	(338,820)	(705,600)
			Other Financing Sources	48000	(500,096)	(799,145)	(683,706)	(693,331)	(784,998)	(1,156,500)
			General Fund Revenue		(78,759,454)	(77,685,044)	(77,602,078)	(77,810,406)	(78,689,390)	(96,303,492)
General	Newton	Elected	COUNTY COUNCIL	11000	475,826	372,061	429,702	361,930	382,769	623,982
General	Burriss	Elected	AUDITOR	11010	375,679	367,836	321,887	294,376	320,682	623,510
General	Henderson	Elected	TREASURER	11020	601,242	528,347	508,748	407,363	432,056	645,070
General	Henderson	Elected	TREASURER TAX BILLS & CC FEES	11021	-	-	270,055	147,354	147,354	481,000
General	Roseneau	Elected	CLERK OF COURT	11030	667,529	540,516	489,051	461,504	491,649	831,574
General	Roseneau	Elected	FAMILY COURT	11031	264,854	198,480	132,273	122,815	130,913	249,668
General	Simon	Elected	PROBATE COURT	11040	495,018	502,556	426,345	429,342	464,347	756,659
General	Allen	Elected	CORONER	11060	267,616	212,464	187,484	191,718	228,907	391,938
General	Smith	State	HILTON HEAD MAGISTRATE	11100	58,164	29,588	453	-	-	-
General	Smith	State	BEAUFORT MAGISTRATE	11101	333,284	386,517	392,404	416,266	454,645	606,062
General	Smith	State	BLUFFTON MAGISTRATE	11102	323,610	308,020	234,144	230,756	259,564	401,125
General	Smith	State	SHELDON MAGISTRATE	11103	31,056	36,236	36,827	38,882	42,085	66,618
General	Smith	State	ST HELENA MAGISTRATE	11104	59,239	48,234	43,339	45,569	45,569	82,508
General	Smith	State	MAGISTRATE BOND COURT	11105	48,468	50,128	47,327	54,316	58,951	90,681
General	Smith	State	MAGISTRATE AT-LARGE	11106	60,811	42,029	61,026	71,128	77,339	101,058
General	Dukes	State	MASTER IN EQUITY	11110	181,431	180,626	168,505	168,376	182,345	295,937
General	Allocation	Allocation	GEN GOVT DIRECT SUBSIDIES	11199	684,437	1,098,641	769,150	570,698	652,227	1,128,340
General	Admin	Admin	COUNTY ADMINISTRATOR	12000	281,984	459,505	373,107	325,837	349,015	567,747
General	Planning	Admin	HOUSING	12003	(3,385)	-	-	-	-	-
General	Admin	Admin	PUBLIC INFORMATION OFFICER	12005	172,917	256,066	61,673	49,380	53,255	85,218
General	Admin	Admin	BROADCAST SERVICES	12006	-	-	113,030	120,249	130,611	221,467
General	Admin	Admin	STAFF ATTORNEY	12010	454,718	332,688	335,966	388,389	398,614	497,661
General	Finance	Admin	INTERNAL AUDITOR	12015	9,506	66,227	30,398	34,082	36,679	66,091
General	Hood	State	PUBLIC DEFENDER	12020	157,202	183	-	-	-	-
General	Community	Admin	VOTER REGISTRATION/ELECTIONS	12030	699,322	362,770	389,046	366,472	399,341	598,260
General	Community	Admin	ELECTION WORKERS	12031	1,569	(1,050)	211	940	940	-

Budget FY 2012  
As of 2/23/2012

**Actual 4 Year Comparison**  
For the Period Ending January 31st

February 23rd  
Actual to Date  
Adopted  
Budget

Description			Organization	ORG	FY 2009	FY 2010	FY 2011	FY 2012	FY 2012	FY 2012
General	Real	Admin	ASSESSOR	12040	1,381,195	1,443,298	1,122,838	1,020,915	1,102,960	2,053,520
General	Real	Admin	ASSESSOR	12041	17	-	-	-	-	-
General	Real	Admin	REGISTER OF DEEDS	12050	430,247	350,207	296,552	281,037	300,312	469,563
General	Finance	Admin	RISK MANAGEMENT	12060	78,283	77,025	55,270	52,566	57,146	96,495
General	Delegation	State	LEGISLATIVE DELEGATION	12080	50,228	49,270	39,392	39,755	43,051	67,535
General	Planning	Admin	ZONING & DEVELOPMENT ADM	13330	145,842	141,644	112,310	115,816	123,578	204,643
General	Planning	Admin	PLANNING	13340	521,945	511,937	421,618	414,172	447,758	696,539
General	Planning	Admin	COMPREHENSIVE PLAN	13341	44,870	402	266,006	82,972	82,972	126,475
General	MIS	Admin	AUTOMATED MAPPING/GIS	13350	279,642	284,286	248,589	193,139	207,251	407,316
General	Community	Admin	DIRECTOR OF COMMUNITY SERVICES	14000	165,141	115,249	74,936	73,963	78,878	127,785
General	Admin	Admin	STAFF SERVICES	14010	268,635	214,252	212,872	181,014	202,004	353,193
General	Employee	Admin	EMPLOYEE SERVICES	14020	475,841	543,169	546,349	516,244	541,340	872,760
General	MIS	Admin	RECORDS MANAGEMENT	14030	160,715	115,344	91,500	129,398	158,046	208,385
General	Finance	Admin	FINANCE DEPARTMENT	15010	390,576	309,733	307,223	356,554	384,400	593,166
General	Finance	Admin	PURCHASING	15040	135,648	158,213	121,185	136,635	144,133	235,383
General	Finance	Admin	BUSINESS LICENSES	15050	440,936	286,932	135,772	30,975	32,788	97,537
General	MIS	Admin	MANAGEMENT INFORMATION SYSTEMS	15060	1,199,739	1,443,013	1,374,003	1,211,783	1,264,332	2,360,307
General	MIS	Admin	MANAGEMENT INFORMATION SYSTEMS	15061	1,403	1,128	-	-	-	-
General	Engineering	Admin	DIRECTOR OF PUBLIC SERVICES	17000	141,926	159,325	124,055	122,544	132,965	205,382
General	Fringe	Fringe	GENERAL GOVT BENEFITS POOL	19199	-	-	1,365,447	1,259,744	1,435,994	2,177,360
Public Safety	Tanner	Elected	SHERIFF	21051	3,876,728	4,013,452	4,155,681	3,576,515	3,847,221	6,567,860
Public Safety	Tanner	Elected	SHERIFF	21052	7,321,544	6,823,481	7,451,458	6,271,007	6,691,252	10,655,494
Public Safety	Tanner	Elected	SHERIFF	21053	-	-	-	364,451	383,639	555,457
Public Safety	Tanner	Elected	SHERIFF	21054	-	126	-	-	-	-
Public Safety	Tanner	Elected	SHERIFF	21055	627,379	788,640	756,325	664,146	712,705	1,302,274
Public Safety	Public Safety	Admin	EMERGENCY MANAGEMENT	23140	389,724	397,143	291,828	274,612	293,047	440,327
Public Safety	Public Safety	Admin	EMERGENCY MANAGEMENT	23141	22,653	-	-	-	-	-
Public Safety	Public Safety	Admin	EMERGENCY MANAGEMENT	23142	-	-	88,683	72,855	72,855	91,586
Public Safety	Public Safety	Admin	EMERGENCY MANAGEMENT - Comm	23150	2,608,033	2,413,870	2,427,554	2,780,697	3,044,106	4,602,211
Public Safety	Public Safety	Admin	EMERGENCY MANAGEMENT - DATA	23155	314,400	442,584	280,875	335,047	355,038	692,857
Public Safety	Public Safety	Admin	EMERGENCY MEDICAL SERVICE	23160	3,691,479	3,600,817	3,031,790	2,929,754	3,165,967	4,898,239
Public Safety	Public Safety	Admin	DETENTION CENTER	23170	3,984,448	3,874,690	3,389,072	2,985,157	3,280,810	5,433,000
Public Safety	Public Safety	Admin	TRAFFIC - Signal Management	23322	176,483	172,705	135,594	153,687	163,078	307,314
Public Safety	Public Safety	Admin	TRAFFIC - Signal Management	23323	-	14,408	64,484	84,409	89,050	116,000
Public Safety	Public Safety	Admin	BUILDING CODES	23360	894,183	781,704	568,733	392,345	431,642	624,837
Public Safety	Public Safety	Admin	BUILDING CODES ENFORCEMENT	23361	-	-	-	110,102	117,610	219,393
Public Safety	Fringe	Fringe	PUBLIC SAFETY BENEFITS POOL	29299	-	-	1,736,598	2,978,723	3,405,490	5,372,376



Budget FY 2012  
As of 2/23/2012

**Actual 4 Year Comparison**  
For the Period Ending January 31st

February 23rd  
Actual to Date  
Adopted  
Budget

Description			<u>Organization</u>	<u>ORG</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2012</u>	<u>FY 2012</u>
Public Works	Engineering	Admin	FACILITIES MANAGEMENT	33020	1,227,507	1,303,842	1,205,952	1,011,579	1,071,527	2,055,403
Public Works	Engineering	Admin	BUILDINGS MAINTENANCE	33030	681,038	580,774	664,165	618,294	649,294	1,061,572
Public Works	Engineering	Admin	GROUPS MAINTENANCE - NORTH	33040	799,711	790,054	659,141	688,371	725,200	1,759,275
Public Works	Engineering	Admin	GROUPS MAINTENANCE - SOUTH	33042	681,248	665,408	542,892	347,706	373,835	-
Public Works	Engineering	Admin	PUBLIC WORKS GEN SUPPORT	33300	488,194	508,226	401,976	398,593	422,554	709,671
Public Works	Engineering	Admin	ROADS/DRAINAGE - NORTH	33301	615,134	581,052	494,654	457,873	482,319	801,181
Public Works	Engineering	Admin	ROADS/DRAINAGE - SOUTH	33302	313,565	390,692	370,593	264,476	279,596	539,706
Public Works	Engineering	Admin	PUBLIC WORKS ADMINISTRATION	33305	254,706	224,944	166,164	157,923	171,763	248,018
Public Works	Engineering	Admin	ENGINEERING	33320	615,847	261,678	202,950	143,920	154,129	338,283
Public Works	Engineering	Admin	SWR ADMINISTRATION	33390	630,146	2,877,247	2,618,839	2,413,364	2,446,351	4,744,454
Public Works	Engineering	Admin	SWR	33391	111,246	-	-	-	-	-
Public Works	Engineering	Admin	SWR	33392	149,712	-	-	-	-	-
Public Works	Engineering	Admin	SWR HILTON HEAD	33393	628,493	60,962	62,341	58,708	63,330	100,693
Public Works	Engineering	Admin	SWR BLUFFTON	33394	686,050	95,732	81,816	87,312	94,161	145,790
Public Works	Engineering	Admin	SWR BURTON	33395	380,203	89,977	95,849	83,872	90,175	177,521
Public Works	Engineering	Admin	SWR DAUFUSKIE	33396	217,277	32,323	203	-	-	49,356
Public Works	Engineering	Admin	SWR ST HELENA	33397	302,391	82,651	78,437	81,825	89,333	163,455
Public Works	Engineering	Admin	SWR SHELDON	33398	155,323	65,390	64,004	60,810	65,199	101,993
Public Works	Engineering	Fringe	PUBLIC WORKS BENEFITS POOL	39399	40,893	-	993,140	779,782	895,198	1,429,893
Public Health	Public Safety	Admin	ANIMAL SHELTER & CONTROL	43180	579,465	513,280	446,233	492,742	517,210	774,061
Public Health	Public Safety	Admin	MOSQUITO CONTROL	43190	932,634	1,012,033	694,854	570,179	634,351	1,091,325
Public Health	Community	Allocation	PUBLIC HEALTH DIRECT SUBSIDIES	44199	1,617,215	1,604,852	1,592,149	1,206,754	1,307,207	1,800,511
Public Health	Fringe	Fringe	PUBLIC HEALTH BENEFITS POOL	49499	-	-	220,688	175,944	202,194	325,265
Public Welfare	Community	Admin	VETERANS AFFAIRS	54050	136,229	120,793	82,805	82,646	89,133	143,034
Public Welfare	Community	State	DEPT OF SOCIAL SERVICES	54060	119,787	119,500	114,361	70,317	78,306	195,700
Public Welfare	Community	Allocation	PUBLIC WELFARE DIRECT SUBSIDIES	54299	203,000	274,320	292,830	193,840	205,680	540,000
Public Welfare	Engineering	Fringe	PUBLIC WELFARE BENEFITS POOL	59599	-	-	25,176	17,088	19,467	29,572
Cultural	Community	Admin	PALS CENTRAL ADMINISTRATION	63310	208,599	238,489	231,826	144,665	154,132	264,628
Cultural	Community	Admin	PALS SUMMER PROGRAM	63311	98,766	92,179	104,438	94,416	94,416	120,450
Cultural	Community	Admin	PALS AQUATICS PROGRAM	63312	690,032	701,860	643,640	587,442	625,261	924,044
Cultural	Community	Admin	PALS HILTON HEAD PROGRAMS	63313	220,645	66,853	60,000	60,068	60,068	80,000
Cultural	Community	Admin	PALS BLUFFTON PROGRAMS	63314	377,211	465,580	465,563	75,114	80,391	145,500
Cultural	Community	Admin	PALS ATHLETIC PROGRAMS	63316	379,168	304,983	244,550	438,949	459,955	917,492
Cultural	Community	Admin	PALS RECREATION CENTERS	63317	587,038	523,173	378,099	356,459	381,793	717,584
Cultural	Community	Admin	LIBRARY ADMINISTRATION	64070	525,866	484,371	372,632	367,888	405,701	651,166
Cultural	Community	Admin	LIBRARY BEAUFORT BRANCH	64071	411,597	394,156	304,829	285,889	307,940	512,347
Cultural	Community	Admin	LIBRARY BLUFFTON BRANCH	64072	490,374	465,168	353,335	262,677	283,087	509,272

Budget FY 2012  
As of 2/23/2012

**Actual 4 Year Comparison**  
For the Period Ending January 31st

February 23rd  
Actual to Date  
Adopted  
Budget

Description			<u>Organization</u>	<u>ORG</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2012</u>	<u>FY 2012</u>
Cultural	Community	Admin	LIBRARY HILTON HEAD BRANCH	64073	455,530	420,847	374,368	321,637	344,190	572,403
Cultural	Community	Admin	LIBRARY LOBECO BRANCH	64074	115,972	130,826	69,395	72,012	77,451	128,087
Cultural	Community	Admin	LIBRARY ST HELENA BRANCH	64075	58,969	57,790	54,939	53,397	57,857	91,919
Cultural	Community	Admin	LIBRARY TECHNICAL SERVICES	64078	501,842	510,976	396,879	282,240	294,669	579,194
Cultural	Community	Admin	LIBRARY SC ROOM	64079	67,233	65,711	57,580	57,655	62,002	99,178
Cultural	Community	Fringe	CULTURAL & RECRE BENEFITS POOL	69699	-	-	599,240	477,835	545,502	834,815
General Fund Expenditures					54,677,951	53,085,407	54,000,268	49,892,736	53,895,202	89,118,554
Transfers	Allocation	Allocation	GENERAL FUND XFERS OUT	99100						
			Miscellaneous Grant		5,833	-	-	-	-	-
			Daufuskie Ferry		43,750	43,750	58,333	58,333	66,667	100,000
			Public Safety Grants		-	-	-	2,472	2,472	-
			EMS Grants		-	3,500	3,500	3,500	4,000	6,000
			Real Property		-	-	-	-	-	333,859
			Dale Water Line		-	-	34,939	-	-	-
			PALS Programs Fund		-	-	2,999	-	-	-
			DSN Programs Fund		1,025,015	1,087,448	945,357	793,042	906,333	1,359,500
			A&D Programs Fund		294,389	286,104	212,662	174,817	199,791	299,687
			DNA Laboratory		188,638	185,743	193,955	-	-	-
			Victims Assistance		118,753	174,332	54,737	62,787	71,757	107,635
			School Resource Officer		67,103	67,103	85,082	77,846	88,967	133,451
			Sheriff Grant		13,953	6,311	15,875	2,804	3,204	4,806
			DNA Grant Fund		-	-	-	22,097	22,097	-
			COSY Program		24,500	75,833	75,833	81,667	93,333	140,000
			Debt Service Fund		-	-	-	-	-	400,000
			LI Airport		-	58,333	-	-	-	-
			HHI Airport		-	87,500	12,500	-	-	-
			Public Defender		60,000	381,128	293,320	175,000	200,000	300,000
			Sheriff's Trust		-	-	10,000	-	-	-
Total General Fund Transfers Out					1,841,934	2,457,085	1,999,092	1,454,365	1,658,621	3,184,938
Education	Education	Education	Education Allocation	64399	1,572,100	1,572,100	1,572,100	1,333,333	2,000,000	4,000,000

# **US 278 at Hampton Parkway**

**February 23, 2012**













End of Turn Lane  
At Hampton Parkway



Slope of  
Highway Shoulder





Edge of  
Pavement



Turn Lane Taper  
After Bridge



Lane Shift on Bridge



Turn Lane Taper After Bridge



Turn Lane Taper  
After Bridge



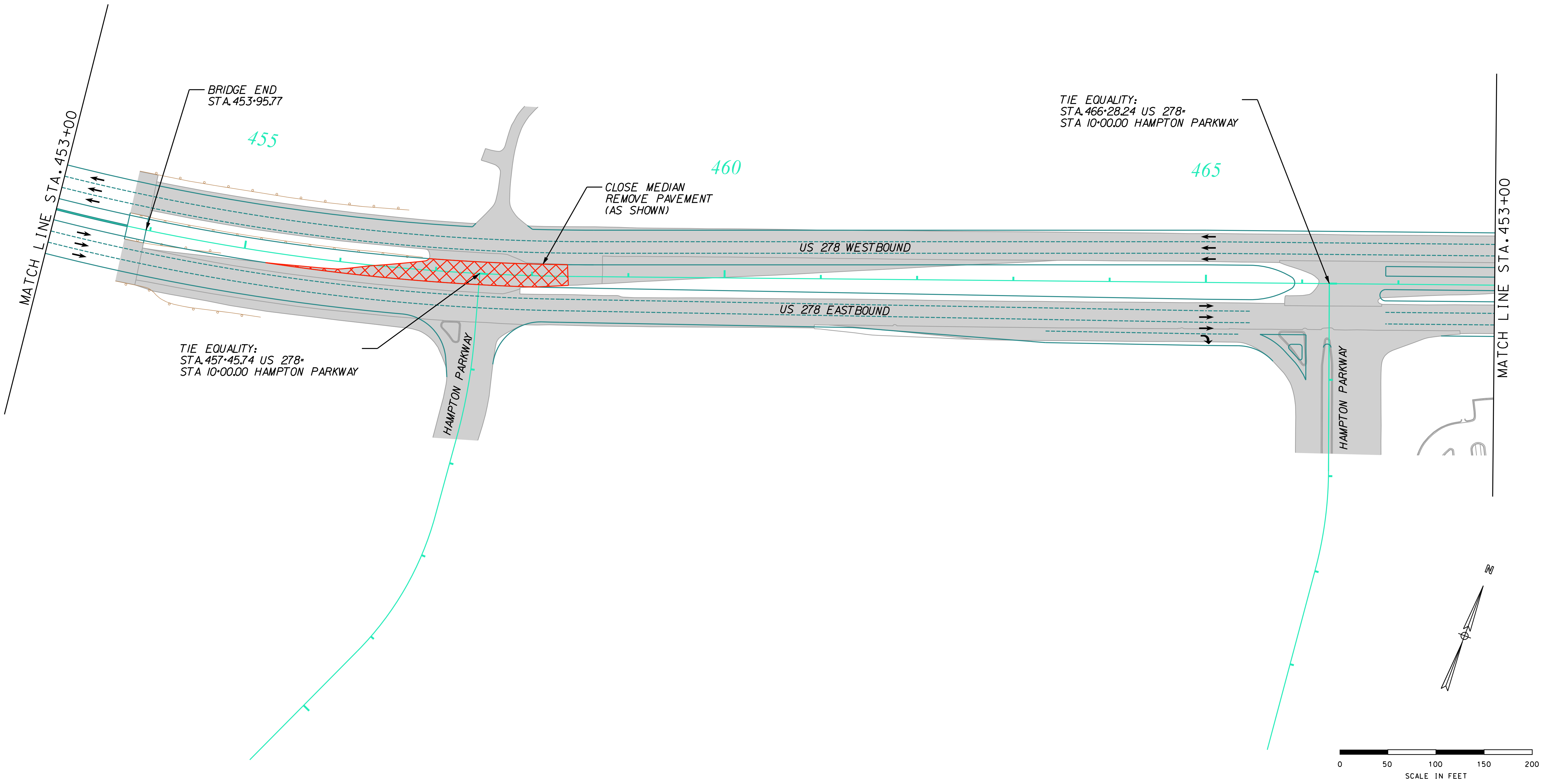
Turning Onto  
Hampton Parkway

# Thank You



**Beaufort County Traffic and Transportation Engineering**  
**113 Industrial Village Road**  
**(843) 255-2940**

# HAMPTON PARKWAY AT US 278



# APPLICATION FOR ENCROACHMENT PERMIT

Hampton Parkway.  
No. S-07-040320

(ENCROACHMENT PERMIT OTHER THAN A PUBLIC UTILITY)

Sta. 457+48 (197)

APPLICANT: RRZ, L.L.C.  
 AND P.O. Box 23783  
 ADDRESS: Hilton Head, SC 29925  
 TELEPHONE NUMBER: 843-757-7701

COUNTY: Beaufort  
 ROAD/ROUTE: South Carolina Highway 278  
 ROAD NAME: Fording Island Road

1. The undersigned applicant hereby applies to the South Carolina Department of Transportation (SCDOT) for a permit for encroachment on State Highway Right of Way as shown and described below:

2. Type of Encroachment: Construct Access Entrance

3. Description of location: Entrance is located on the South Side of SC Hwy 278 approximately 3,600 feet East of the SC Hwy 170 intersection and 5,800 Feet west of the Buckwalter Parkway Intersection.

REQUEST FOR EXTENSION OF TIME  
 TO COMPLETE WORK PERMITTED  
 UNDER ENCROACHMENT PERMIT NO  
 S-07-040320 APPROVED.  
 TIME EXTENDED TO 12/10/2005  
 Ed Blakely

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

4. The undersigned applicant hereby requests the SCDOT to permit encroachment on the Department right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the Department's "A Policy for Accommodating Utilities on Highways Rights of Way" and "Standard Specifications for Highway Construction" (made a part hereof by reference) on file in the Utility Office of the Department, and all general provisions on the reverse hereof and special provisions below or attached hereto during the installation, operation and maintenance of said encroachment within the Department Right of Way. The applicant hereby further agrees, and binds his heirs, successors, assigns, to assume any and all liability this Department might otherwise have in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing, of the physical appurtenances contemplated herein and agrees to indemnify this Department for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said appurtenances.

APPLICANT NAME: Ed Blakely (PLEASE PRINT OR TYPE) DATE: 9/7/04  
 APPLICANT SIGNATURE: [Signature] TITLE: Project Manager

In compliance with your request and subject to all the provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the Department approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to 12/10/2005.

### SPECIAL PROVISIONS:

- 0004 0120, 0209, 0301, 0302, 0306 0310, 0311, 0312 (Special Provisions Attached)
  - The ditches and/or shoulders disturbed by this installation will be re-established to proper grade, original cross section, stabilized, and all drain pipes cleared.
  - The road shoulders and ditches will be monitored after every rainfall event for erosion and siltng. Damaged areas will be promptly repaired and re-seeded.
  - The ditches and shoulders will be grass seeded in accordance with the attached seeding schedule. ANNUAL RYE GRASS is no longer acceptable for sowing on the SCDOT rights-of-way.
  - The applicant is responsible for the maintenance of the disturbed areas until a satisfactory stand of grass has been established, erosion has stopped and acceptance of the restoration has been documented by a letter from the SCDOT.
  - Pavement markings, if required, will be thermoplastic, 120 mils thick. Raised pavement markings will be of a type approved by the SCDOT. All old pavement markings will be totally eradicated by grinding.
  - if right/left turn deceleration lanes and/or acceleration lanes are to be installed in conjunction with this project the entire improved road area will be asphalt overlaid.
  - Landscaping and irrigation installations on the SCDOT right-of-way must be permitted under a separate encroachment permit application.
- \*\*\* Please see attached continuation of special provisions.

9/10/2004 DATE RECEIVED BY RES. MAINT. ENGR.  
 DATE FORWARDED  
 W.M. Mulligan / M. Mulligan SCDOT APPROVAL  
 12/10/04 DATE  
 RESIDENT MAINTENANCE ENGINEER  
 STATE HIGHWAY ENGINEER  
 DISTRICT ENGINEERING ADMINISTRATOR  
 DISTRICT MAINT./CONSTRUCTION ENGINEER



South Carolina  
Department of Transportation

13 Munch Drive  
Beaufort, South Carolina 29906  
(843) 524-7255 Telephone  
(843) 524-3478 Fax

\*\*\* CONTINUATION OF SPECIAL PROVISIONS FOR ENCROACHMENT PERMIT  
NUMBER S-07-040320 ISSUED TO RRZ, L.L.C.

- No work should be done within the SCDOT R/W until the construction plans are approved by the SCDOT. These plans will detail the approved geometry, drainage modifications, pavement structure, signing and marking plans, etc.
- This lane configuration will be temporary. When the improvements/traffic signal are added to the median crossover just east (approx. 1200 feet) of this location, this access will need to be converted to a right-in / right-out configuration. In addition, at that time, the right-turn deceleration lane will need to be modified to meet the SCDOT design standards. The modification to a right-in /right-out configuration and modifications to the storage length of the right turn deceleration lane will be done at the developers expense. These modifications will need to be done immediately after the new intersection (east of the proposed access) is completed.
- No traffic signal will be approved at this location.
- The roadway shown on the northern side of US 278 (Pepperhill Plantation) will need to be relocated to align with the new median crossover. This realignment must be done before the median is relocated. The developers will be required to obtain any and all necessary permits to relocate the access to the Pepperhill Plantation.





South Carolina  
Department of Transportation

January 24, 2012

Mr. Gary Rowe  
12 Dylans Pointe  
Bluffton, South Carolina 29909

RE: Median Crossover / Right Turn Lane at the intersection of Hampton Parkway and US 278 in Beaufort County, Project - File #07.037178

Dear Mr. Rowe:

Thank you for your letter dated November 22, 2011, concerning the median crossover and right turn lane at the intersection of US 278 and Hampton Parkway in Beaufort County, South Carolina.

The US 278 widening project is currently under construction and the design plans call for the closure of the median break at US 278 and Hampton Parkway. The encroachment permit you reference in your letter clearly states that the existing configuration is temporary and that when improvements are made to the intersection approximately 1200 feet east of this location, the existing access would be converted into a right-in / right out configuration. The intersection 1200 feet east of the existing Hampton Parkway intersection will be improved as part of our construction project and accommodate a signal once it is warranted. That is, the installation of a traffic signal will require no further improvements to the intersection.

In addition, the current design plans for US 278 do not include a right turn lane into the existing Hampton Parkway. The need for this right turn was considered early in the design phase, and the Department determined that it is not warranted based on the current traffic counts and the number of vehicles making the right turn during the peak hour. Also, the addition of a third through-lane provides opportunity for through traffic to change lanes and avoid right turning vehicles. The Department is confident that the design of the newly widened US 278 will provide right turning motorists safe access to Hampton Parkway.

However, although it is not warranted, if a right turn deceleration lane is to be added, per the encroachment permit, the modifications and cost of the right turn lane are the sole responsibility of the applicant. If the applicant is willing to fund the construction of the right turn lane, the Department will allow it and can assist in preparing a cost estimate.

While the Department understands that the construction of the new Hampton Parkway has not occurred as quickly as planned, we believe the Department has met its responsibilities under the encroachment permit and is justified in closing the median break based on 1) improving the intersection 1200 feet east, 2) standing ready to approve a traffic signal once it is warranted, and 3) allowing the right turn lane to be added at the applicant's expense in accordance with the encroachment permit. In addition, we are confident that the design of the US 278 project will provide safe operation for motorists accessing US 278.



Mr. Gary Rowe  
Page 2

I trust this adequately explains the Department's position on this issue. If you would like to discuss further please let me know.

Sincerely,



Brent Lewis, P.E.  
Program Manager

BLR:gg

ec: J. Craig Forrest, SCDOT Commissioner, Second Congressional District  
Robert J. St. Onge, Jr., Secretary of Transportation  
John V. Walsh, Deputy Secretary for Engineering  
Weston J. Newton, Chairman of Beaufort County Council  
Gary Kubic, Beaufort County Administrator  
Rob McFee, Director, Engineering and Infrastructure Division, Beaufort County  
Lisa Sulka, Mayor, Town of Bluffton  
Anthony Barrett, Town Manager, Town of Bluffton  
Karen Jarrett, Traffic Engineer, Town of Bluffton

File: PC/BLR

**STATE OF SOUTH CAROLINA )**  
**) AMENDED AND RESTATED ACCESS EASEMENT**  
**) AND**  
**) THROUGH-THE-FENCE ACCESS AGREEMENT**  
**COUNTY OF BEAUFORT )**

This Agreement is granted this \_\_\_ day of \_\_\_\_\_, 2012, by the Beaufort County (“County”), owner and operator of the Hilton Head Airport (“Airport”) and Exec Air Property Owners Association, Inc. (“Exec Air POA”) and the Exec Air/Hilton Head Hangar Owners Association, Inc. (“Exec Air ROA”).

Recitals:

A. County operates a municipal airport within its jurisdiction in Beaufort County, South Carolina, known as the Hilton Head Island Airport (the “Airport”), which is depicted in Exhibit “A”, and further described in Chapter 6 of the Beaufort County Code.

B. Pursuant to that certain Easement Agreement by and among the County and Greenwood Development Corporation (“Greenwood”) dated June 27, 1988, and recorded in the Beaufort County records in book 505 at page 592 (the “Access Easement”), the County granted to Greenwood, its successors and assigns, a non-exclusive easement for ingress and egress over and across certain land owned by the County at the Airport as more fully described at Exhibit “A” (hereinafter the “burdened property” and/or the “Access Ramp”) for the purpose of accessing the Airport from lands owned by Greenwood which lands are described in the Access Easement as the Served Area.

C. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Exec Air/Hilton Head, dated March 28, 1995, and recorded in the Beaufort County records in book 772 at page 306 and re-recorded in book 949 at page 1442 (the “Exec Air Covenants”), the Exec Air Property Owners Association, Inc., a South Carolina non-profit corporation (the “Exec Air POA”) is the association of the property owners of that land more fully described at Exhibit “B” (hereinafter the “benefited property” and/or the “Airpark”) which is a portion of the Served Area described in the Access Easement.

D. The Airpark consists of a common area parcel and eight (8) lots, four (4) of which have been dedicated to the Exec Air/Hilton Head Horizontal Property Regime (the “Regime”) pursuant to that Master Deed for Exec Air/Horizontal Property Regime dated March 2, 2004, and recorded in the Beaufort County records in book 1931 at page 862, as amended (the “Master Deed”).

E. The Exec Air/Hilton Head Hangar Owners Association, Inc., a South Carolina non-profit corporation (the “Exec Air ROA”) is the association of the property owners of the apartments or units of the Regime.

F. The lots owners within the airpark, to include the Regime members, are the successors in title to Greenwood of the Access Easement.

G. The County and the Exec Air POA and the Exec Air ROA, acting with the consent of and for the benefit of their respective members, enter this Amended and Restated Access Easement for the purpose of: extending the term of the Access Easement and setting forth an access fee payable to the County for the use of the Access Ramp.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties amend and restate the Access Easement as follows:

1. Incorporation of Recitals. The Recitals above are incorporated herein.

2. Grant of Easement.

2.1. The County hereby grants and conveys, during the Term and subject to the terms and conditions hereof, unto Exec Air POA, its members, guests and invitees and Exec Air ROA, its members, guests and invitees, a non-exclusive appurtenant easement over and across the land defined herein as the Access Ramp, being more fully described at Exhibit "A" hereto. These easements shall be appurtenant to the benefited property as more fully described at Exhibit "B" hereto.

2.2. The easement granted hereunder shall benefit real property within the Airpark and the owners thereof.

2.3 The easement includes permission, subject to the rules and regulations applicable to the Airport from time to time, to use the airside and public areas of the Airport for the purpose of landing, taking off, flying over, taxiing, loading, and unloading of aircraft, and includes both permission to enter upon the Airport from the Airpark and to exit from the Airport to the Airpark.

3. Term and Renewal.

3.1 The initial term of this easement shall commence on the date hereof and end on December 31, 2018 (the "Initial Term"). Thereafter, this easement shall automatically be extended, on the same terms and conditions contained herein, for two (2) additional periods of five (5) years each (the "Renewal Term" and when combined with the Initial Term, hereinafter the "Term") unless Exec Air POA and Exec Air ROA notifies the County in writing at least ninety (90) days prior to the expiration of the then existing Term that no extension is desired.

3.2 Upon expiration of the Term, The County agrees to consider further extension of this Agreement for Two (2) additional periods of Five (5) years each so long as the

requested further extension is not inconsistent with the future plans of the Airport. Any such extension, if granted, would be on such economic terms as might be relative to the economic terms of other agreements in existence at the Airport at the time of such request for extension.

#### 4. Access Fee.

4.1. For and in consideration of the easement, Exec Air POA and the Exec Air ROA (collectively hereinafter "Exec Air") shall pay to the County an annual access fee during the Term. The access fee shall be the sum equal to the square footage of the land comprising the Airpark (currently 452,153 square feet or 10.38 acres) multiplied by the rate of \$.0936<sup>1</sup>, subject to adjustment as hereinafter described (the "Annual Access Fee"). The Annual Access Fee shall be payable in advance in quarterly payments and shall be prorated for that portion of the calendar year during which the Initial Term commences if applicable.

4.2 The Access Fee shall be phased in during the initial two (2) years of the Term as follows:

- (a) Calendar Year 2012 60% of the Annual Access Fee;
- (b) Calendar Year 2013 80% of the Annual Access Fee.

4.3 The Access Fee shall be subject to adjustment commencing on January 1, 2016, and every second anniversary thereafter through each Renewal Term based on the percentage increase in value of the real property located at the Airport owned by County; provided however, no single increase shall exceed five (5%) percent of the rate existing immediately preceding the adjustment<sup>2</sup>.

4.4 In the event the airport perimeter fence is moved or relocated such that Parcel 2, Parcel 3, Parcel 7 or Revised Parcel 8, as such parcels are described at Exhibit "B", loses access to the Airport and the Access Easement, the Access Fee shall thereafter be recalculated and reduced based on the reduction of the benefited property. In the event the County acquires or otherwise becomes the owner of any of the above said parcels, the Access Fee shall likewise be reduced based on the square footage of the parcel so acquired.

4.5 In the event the County acquires or otherwise become the owner of any one or more apartments or units within the Regime, The County shall be responsible for its prorate share of the common area maintenance fees associated therewith including, without limitation, regime fees (including allocated Annual Access Fee), general assessments and special assessments; provided however, such fees shall be recognized in the form of credits to the Annual Access Fee.

#### 5. Percentage Access Fee.

5.1 Each commercial business operating on the Airpark which derives income from aviation related enterprises (hereinafter an "Aeronautical Business"), which shall include rental of hangars, shall be required to obtain from the Airport Director a Commercial Operating

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<sup>1</sup> This figure has been calculated as a percentage of the base ground rent paid by the Hilton Head Island Airport F.B.O. which has been reduced proportionately to reflect common area maintenance provided by Exec Air.

<sup>2</sup> This provision is also contained in the Lease Agreement between the County and the Hilton Head Island Airport F.B.O.

Permit and shall be required to pay to the County an annual fee equal to Three (3%) percent of its gross revenues earned (the "Percentage Access Fee").

5.2 The payment of the Percentage Access Fee shall be phased-in as provided for above, payable quarterly; provided however, that should, during the phase-in period: (i) an aeronautical business, other than the rental of hangars, commence operation on property owned by the County and within the confines of the Airport; (ii) which is competitive with an existing Aeronautical Business; and (iii) which pays to the County a percentage rent equal to three (3%) percent of its gross revenues; then in that event, the effected (competitive) Aeronautical Business located on the Airpark shall, notwithstanding the phase-in period, commence payment of the full Percentage Access Fee.

5.3 Revenues generated from the wholesale, retail or private sale or sales of aircraft shall be exempt from payment of the Percentage Access Fee.

5.4 The County or the Airport Director shall be responsible for collection of the Percentage Access Fee from each Aeronautical Business pursuant to the Commercial Operating Permit and based on the stated revenues of such Aeronautical Business.

6. Limitations on Access.

6.1. Use of the Access Ramp shall be solely for aircraft and supporting vehicles ingress and egress from the Property to the airport property.

6.2. This Access Agreement shall not be deemed to grant or authorize the storage of aircraft or any personal property, aviation or non-aviation related, upon the Airport. Exec Air agrees that, during the Term, no portion of the common properties of the Airpark shall be used for long term outdoor storage of aircraft.

6.3. The Exec Air members, their guests and invitees accessing the Airport pursuant to this Agreement and the Access Ramp shall comply with all applicable requirements of all statutes, acts, ordinances, regulations, codes applicable to the use of the Airport, including, but not limited to, the Airport Rules and Regulations.

6.4. Access over the Access Ramp shall be subject to reasonable controls and restrictions, from time to time, established by the Airport Director; provided, however, such restrictions shall not prevent the general use and enjoyment of the Easement. Such restrictions may include: (i) the establishment and issuance of gate access codes or devices and (ii) the denial, from time to time, of ingress or egress by any person or persons where the Airport Director determines, in good faith, that conditions at the Airport are such that ingress or egress poses an immediate threat to the safe and efficient operation of the Airport, creates an aviation safety hazard on the Airport, or otherwise makes aircraft operations on the Airport unsafe; the access controls hereunder refer to the property which is the burdened property or the Access Ramp and nothing contained herein shall be deemed to limit access to any portion of benefited property or Airpark by its owner(s).

6.5. Access to the Airport taxi and runway by aircraft shall be limited to the Access Ramp defined herein, from the Airpark and shall not be extended to any adjoining property.

6.6 The Airport Director may deny access and use of the Airport to any person pursuant to and subject to the provisions of the applicable Beaufort County Code and the Rules and Regulations of the Airport.

7. Non-Exclusive Rights. The Easement is non-exclusive and nothing contained in the Agreement shall prevent County from accessing or using the Airport or prohibit County from permitting other persons to access or use the Airport. Nothing herein shall be construed to bar County from further alteration, development, expansion or improvement of the Airport, and County expressly reserves the right to do so.

8. Relocation. The County reserves the right to relocate or designate a new location of the Easement upon ninety (90) days written notice to Exec Air, provided that such relocation or designation shall not prevent access between the Airport and a common area parcel to the benefitted property. Such relocation or designation may occur for any purpose, including without limitation, the need to accommodate third parties or others to whom County may grant permission to ingress or egress from land adjacent to or contiguous to the Airport. In such event, the County shall be solely responsible for the costs associated with the relocation and reconstruction of the Access Ramp. Exec Air may request relocation of the Easement at any time, but the decision to make such relocation shall lie solely within the unrestricted discretion of County.

9. Taxilane Maintenance. The County shall operate and maintain, at its sole expense, the Access Ramp and the taxiways and taxilanes on the Airport. Exec Air shall operate and maintain, at its sole expense and to its reasonable standards, the taxiways and common areas of the Airpark. The County shall continue to maintain the six (6) foot high barrier fencing along the perimeter of the Airpark erected for the purpose of restricting access between the public roadway and the Airport. Exec Air POA shall promptly remove or cause the removal of any disabled aircraft or other obstruction from any taxiway on the Airpark or the Access Ramp in order to assure safe aircraft operations at all times.

10. Airpark Taxilane Signage. Exec Air shall place or post signs on the Airpark to prohibit use of the taxiways on the Airpark or access to the Airport from the Airpark by unauthorized persons. Signs shall be placed so as not to interfere with or be an obstruction to taxiing aircraft. The County may require Exec Air to add, remove or replace signage, where the Airport Director or designee determines existing signage to be inadequate, improper or a safety hazard.

11. Airpark Conditions. During the Term, Exec Air POA shall comply with, and shall cause its members, their tenants, subtenants, guests or invitees to comply with the following conditions:

11.1 No commercial aircraft fueling business shall be permitted to operate on the Airpark, unless provided by the Airport's FBO(s); provided however, individual aircraft owners may refuel their personal aircraft provided the same shall be in compliance with local, state and federal laws.

11.2 No open flame shall be allowed within fifty (50) feet of any fueling operation.

11.3 No structure, building or facility located upon any portion of the Airpark or any other portion of the Airpark shall violate the Airport imaginary surfaces as defined in Federal Aviation Regulations (FAR) Part 77.

11.4 No motor vehicle of any kind, except aircraft, shall be used on the Airport taxilane, except in areas specifically designated for motor vehicle use.

11.5 Exec Air POA and Exec Air ROA, respectively, shall submit to the Airport Director on a semi-annual basis a list containing the names and contact information for each of its members/owners together with any tenant leasing a hangar on the Airpark from a member/owner. Neither Exec Air POA nor Exec Air ROA shall be required to investigate and provide to the county registration numbers from any aircraft maintained on the Airpark.

12. No Assignment. Exec Air shall not sell, assign or otherwise transfer its right under the Agreement to any third party; provided however, the Easement hereunder shall be appurtenant to and run with the land constituting the Airpark during the Term for the benefit of any owner thereof.

13. Non Discrimination. During the Term, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Airpark, and Exec Air shall use the Access Ramp, during the Term in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14. Indemnification. Exec Air shall indemnify, defend, save and hold County, its agents, officials, or employees, fully harmless from and against all liabilities, losses, suits, claims, judgments, fines, or demands of every kind and nature (including all costs of investigation, attorney's fees, court costs, and expert's fees) arising from, related to, or caused by the operation and maintenance of the Airpark and the use thereof by any person, whether a person authorized pursuant to this Easement or not; provided, however, that County shall be liable solely and to the extent of any injury, damage, or loss caused by the gross negligence of County, its agents, officials, or employees.

15. Suspension of Easement. The Easement granted hereunder is subject to suspension by the Airport Director, upon written notice to Exec Air, in the event of a serious



violation by Exec Air of any material terms or conditions hereof, including without limitation, failure to timely pay the Access Fee within thirty (30) days of the times specified herein. Any such suspension shall be lifted upon cure of the violation giving rise to the suspension.

16. Termination for Cause. This Agreement and the Easement granted hereunder may be terminated based on repeated material violations of the terms and conditions hereof by Exec Air after written notice of such violation and thirty (30) day right to cure. The County shall not terminate this agreement if the violation or violations result from a force majeure.

17. Appeal Rights With Respect to Suspension or Termination.

In conformance the Beaufort County Code of Ordinances Section 6-57, Exec Air may appeal any decision of the Airport Director with regards to suspension or termination of this Agreement to the Beaufort County Administrator. Should the Beaufort County Administrator uphold the decision of the Airport Director, Exec Air may institute an appropriate action in Beaufort County Circuit Court. The parties additionally agree that they may enter into voluntarily, non-binding arbitration, prior to the institution of any formal legal action as a means to resolve any dispute arising under this agreement.

18. Termination Prior to January 1, 2014. The County agrees that it shall not suspend or terminate the easement prior to January 1, 2014, unless such termination results from a violation allowing termination pursuant to the Accessing Easement which this amendment modifies; provided however, that Exec Air must cure all existing defaults under this Agreement, financial or otherwise on or prior to January 1, 2014, or the County may terminate the Easement effective as of that date.

19. Notices. Unless otherwise expressly stated, all notices required or permitted to be given by either County or Exec Air shall be in writing and may be given in person or by United States mail or by delivery service. Any notice directed by County to Exec Air or by Exec Air to County shall become effective upon the earliest of the following: (i) actual receipt by the County or Exec Air; (ii) personal delivery to the designated address of the County or Exec Air; (iii) delivery by overnight courier; or (iv) if given by certified or registered United States mail, forty-eight (48) hours after deposit with the United States Postal Service, postage prepaid, addressed to the County or Exec Air at their respective designated address. The designated address of County or Exec Air shall be the address indicated below or such other address as County or Exec Air, from time to time, may specify by notice to the other:

The County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exec Air POA: Exec Air Property Owners Association, Inc.  
95B Summit Drive  
Hilton Head Island, South Carolina 29926

Exec Air ROA:           Exec Air/Hilton Head Hangar Owners Association, Inc.  
                              95B Summit Drive  
                              Hilton Head Island, South Carolina 29926

20.    Subsequent User Fee Exemption. In the event the County adopts or implements any type of user fee or charge whereby Airport users are charged a fee for landing, departing, or otherwise using the Airport facilities, Exec Air, its members, and their guests, tenants and invitees maintaining aircraft on the Airpark shall be exempt from such user fee during The Term.

21.    FAA Grant Assurances. The parties agree that should the County receive notice of breach or default under its Grant Assurances with the Federal Aviation Administration which breach is caused solely by this Agreement, the parties will thereafter negotiate in good faith to reach an acceptable modification to this Agreement which will cure the default while continuing to provide an easement from the property described at Exhibit "B" to an acceptable taxiway, airport facilities and runway at the Airport at the same costs provided herein.

22.    Miscellaneous Provisions.

22.1   Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Access Agreement shall be deemed binding or effective unless in writing and signed by the County and by Exec Air POA and Exec Air ROA.

22.2   Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

22.3   Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Access Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the judge of the court.

22.4   Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from the Agreement, and this Agreement shall otherwise remain in full force and effect.

22.5   Entire Terms. All terms and conditions contained in any other writings previously executed by the parties and all prior and contemporaneous arrangements and understandings between the parties are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

22.6 No Waiver. Exec Air shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the County upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

22.7 Applicable Law. This Access Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

22.8 Headings and Construction. The descriptive headings of the paragraphs of this Agreement are inserted only for convenience and shall not define, limit, extend, control or affect the meaning or construction of any provision herein. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

22.9 Force Majeure. With respect to any provision of this Access Agreement, the violation or noncompliance with which could result in the imposition of revocation or other sanction upon Exec Air POA, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or similar events, the occurrence of which was not reasonably foreseeable by Exec Air POA and is beyond its reasonable control.

22.10 No Agency. The provisions of this Agreement shall not be deemed to make Exec Air, or any of its officers, employees or agents, an officer, employee or agent of the County; or to make County, or any of its officers, employees or agents, an officer, employee or agent of Exec Air.

22.11 No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Exec Air and County.

22.12 Effective Date. This Access Agreement shall be effective as of the date hereof, assuming its execution by both the County Administrator of Beaufort County and by the authorized agents or officers of Exec Air.

22.13 Recording. This agreement shall be executed in a form recordable in the Office of the Register of Deeds for Beaufort County South Carolina and the parties agree that either party may so record this Agreement or a memorandum hereof.

***[SIGNATURE PAGES FOLLOW]***





## **EXHIBIT "A"**

### Description of the Access Ramp

All that certain land shown and depicted as "**60' Access Esm't**" on a plat entitled "Plat of Parcel 7 of the Honey Horn Plantation, Hilton Head Island, Beaufort County, S.C." which plat is dated February 18, 1988, and revised March 30, 1988, and prepared by Hussey, Gay, Bell & DeYoung Consulting Engineers and certified to by Roy Hussey, RLS No. 2373 (S.C.), a copy of which is attached hereto and incorporated herein.

## **EXHIBIT "B"**

### Description of the Airpark

All those tracts of land shown and depicted as Remainder Tract B Common Area, Building/Parcel 1, Parcel 2, Parcel 3, Building/Parcel 4, Building/Parcel 5, Building/Parcel 6, Parcel 7 and Revised Parcel 8, on a plat entitled "Exec Air/Hilton Head Horizontal Property Regime and Remainder Tract B Common Area and Revised Parcel 8" being a section of Tract B, Palmetto Headlands, dated April 20, 2005, prepared by Surveying Consultants, Inc., Terry G. Hatchell SCRLS # 11059, and being recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 160 at Page 77.

**INITIAL ADDENDUM TO**  
**AMENDED AND RESTATED ACCESS EASEMENT**  
**AND**  
**THROUGH-THE-FENCE ACCESS AGREEMENT**

**This Initial Addendum** describes the conditions precedent pursuant to which Beaufort County, Exec Air/Hilton Head Owners Association, Inc. and Exec Air/Hilton Head Hangar Owners Association, Inc. shall enter into the within Amended and Restated Access Easement and Through-The-Fence Access Agreement, all of which must be satisfied by written collateral document or instrument or waived by the party benefitted by such condition prior to effect of the within agreement.

- A. Release of Revised Parcel 8. Exec Air POA shall cause the parcel described as Revised Parcel 8 on a plat prepared by Surveying Consultants dated April 20, 2005, recorded in the Office of the Register of Deeds for Beaufort County (“ROD”) in Plat Book 106 at 77 (“Revised Parcel 8”), to be released from the encumbrance of the Declaration of Covenants, Conditions and Restrictions for ExecAir/Hilton Head recorded in the ROD in Book 772 at Page 306, recorded in Book 949 at Page 1442, as subsequently amended, for the purchase of said parcel by the County.
  
- B. Right of First Refusal. Exec Air POA shall cause an amendment to the Covenants and, if applicable, Exec Air ROA shall cause an amendment to the Master Deed granting to the County a right of first refusal, during the Term of the Easement, on the individual parcels and apartments or units existing on the Airpark. The Right of First Refusal shall be generally in the same form as the right of repurchase retained by the Declarant under section 13.5.6 of the Master Deed.
  
- C. Contingent Upon Approval. The terms and conditions of the Agreement are subject to the approval of the membership of Exec Air POA and Exec Air ROA and the Beaufort County Council.



# Memo

To: Stu Rodman, Chairman, Finance Committee  
From: Gary Kubic, Beaufort County Administrator *gkubic*  
CC: Bryan Hill, Deputy County Administrator  
Date: February 13, 2012  
Re: Bus Livability Grant

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I wish to advise you of my plans to inform the Federal Transit Administration, the South Carolina Department of Transportation (SCDOT), and the Lowcountry Council of Governments (COG), that Beaufort County does not intend to accept the \$ 3.1 million Bus Livability Grant. The reasons for this decision are related to stipulations placed on Beaufort County after the grant was awarded to Beaufort County. Over the last several months, the county staff, the Lowcountry Regional Transportation Agency (LRTA), the COG, and SCDOT have worked hard to fashion a viable plan of action that would allow Beaufort County to move forward with the grant program. Due to substantial financial considerations that would impact Beaufort County's ability to support the operations of bus routes of the LRTA in the City of Beaufort, the Town of Port Royal, and portions of the unincorporated areas of Port Royal Island, the county must decline to continue to pursue the grant.

There are a host of financial considerations that have influenced my thinking on this, but the most important ones are the small current ridership numbers (11 to 16 per route per day), the cost of annual operations support of approximately \$360,000.00 a year from each program supporter (like Beaufort Memorial Hospital, Technical College of the Lowcountry, University of South Carolina-Beaufort, the military and Beaufort County). This amounts to approximately \$1.5 million per year for at least 3 years to show the communities commitment to public transit. The County's grant match of another \$200,000 to \$320,000 for rolling stock to populate the routes is also an important factor.

I must notify the Federal Transit Administration and our other partners by March 1, 2012. Please let me know if you have questions.

Attachments:

1. Memo to Kubic re: Draft Operations Plan (undated)
2. Draft Bus Livability Project Route / Operations Planning

**DRAFT**

To: Mr. Kubic  
Beaufort County Administrator

From: Rob McFee  
Tony  
Colin Kinton  
John Webber

Subj.: Meeting Request - Comments Draft Operations Plan Bus Livability Project

The project has potential to be a great addition to the northern Beaufort County transportation system.

Last week we all received a draft Operations Plan from the COG and Palmetto Breeze to provide bus transit service. This is the first time we have seen these data and we think it best to outline the proposed operational assumptions and to gain your support for them.

Providing a new bus transit system is a requirement of the Bus Livability Grant. However, the Grant is only for capital expenditures (rolling stock, bus stops, sidewalks and pathways) and does not cover any advanced planning or operational expenses.

The draft Operations Plan does not directly identify the budgeted annual operating expenses for these new transit routes; it only addresses projected revenue necessary to adequately serve the routes.

**Plan Operational Assumptions:**

1. Four proposed new routes would serve the proposed ridership in support of the Bus Livability Grant.
2. Survey work done by the COG was not based upon the geographic specific area of these four routes but instead for northern Beaufort County in general.
3. Ridership projections utilize assumptions generated from the general survey information only.
4. The plan's projected ridership is not based upon location specific ridership data, but an assumption by the COG/Palmetto Breeze.
  - 830 riders a day:
    - 750 – riders per day (military and civil service)
    - 80 – riders from USCB, County Government, BMH and TCL

5. A \$125 monthly ridership cost (for all riders) – subsidized (military) and unsubsidized.
  - a. This monthly ridership cost is the maximum allowed by the DOD Transportation Incentive Program (TIP) - \$125 per month per individual.
  - b. Projected revenue based on the DOD TIP would be \$1,125,000 annually.
  - c. The military program regulations state that their actual participation rate cannot exceed actual expenses.
  - d. The Palmetto Breeze website advertises their current fares for Beaufort County residents as \$2 per trip and monthly ticket (44 trips) at \$74.80.
  
6. A \$125 per month ridership cost results in a rate of \$6.00 per round trip each day, higher than current advertised trip costs.
  
7. The \$6.00 round trip rate will be subsidized for military and civilian workers at military facilities. Trip costs for all other riders would not be subsidized with the exception of USCB, County Government, BMH and TCL.

**County Direct Costs:**

1. Capital rolling stock grant match of \$200,000 to \$320,000.
2. Annual operations support of \$360,000 a year from program supporters (County, BMH, TCL and USCB).

We would like to discuss these matters with at your earliest convenience.



## DRAFT Bus Livability Project Route/Operations Planning

### Background

To date considerable work has been done to determine the routes that are most likely to achieve viable ridership, based on (but not limited to) several factors:

- ✦ Major arterial highways that connect employment, residential, retail, military, health care, post-secondary education and tourism nodes/activity clusters;
- ✦ Nodes of sufficient size and density to generate adequate numbers of potential passengers;
- ✦ Survey work completed for this purpose by University of South Carolina Beaufort researchers;
- ✦ Current provision of regular demand-response public transit service along those routes;
- ✦ Availability of sites or rights-of-ways for transit stops;
- ✦ Support by organizations (public and private) along the routes. **NOTE to team:** We still have all those support letters.
- ✦ Accessibility of bus routes and stops to planned bike-pedestrian rail trail and feasibility of connections between the two by means of new and/or improved sidewalks.

The attached maps show the proposed routes. **NOTE to team:** We will use almost the same routes and stops as in previous submissions, since they meet the above criteria, adding service from Laurel Bay Housing to Marine Corps Air Station (MCAS), Parris Island (PI) and the Naval Hospital, etc. (per discussion below).

## Key Consideration

Because farebox revenues do not pay for the operating costs of public transit in the United States, and many other countries as well, ability to generate adjunct operating revenues is as important as the other route-selection criteria. As a result, route and stop planning has also built in the likelihood of obtaining support, in the form of transit service contracts from the college, university, hospital and other employers, as well as the utilization of the Department of the Navy's (DON) Transportation Incentive Program (TIP). Since more than 7500 persons in the area to be served by these routes will be eligible for this program, if as few as 10 percent of these active duty Marines, sailors and civil servants utilize this program, at the \$125 per month specified, that would be operating revenues of \$93,750 per month, or \$1,125,000 per year.

At a current cost rate of about \$70.00 per hour, an additional 1,340 hours of service could be provided monthly on a deviated fixed route (fixed route service would require complementary paratransit services which would be cost prohibitive). This cost does not include the cost of capital acquisition expenses, only operating expense. 1,340 hours per month (30 days) equates to an additional 44.67 hours per day of service. With four bus routes operating 11 hours per day, 7 days a week, that would equate to the operating revenues projected. Hours of operations could be flexed depending on demand. For example, routes could operate 6:00 AM - 5:00 PM or 6:00 AM - 11:00 AM and start-up again at 2:00 PM - 8:00 PM (earlier or later depending on need/demand).

Route 1 – Downtown Beaufort Circulator

Route 2 – Lady's Island Loop

Route 3 – Port Royal loop

Route 4 – Burton Loop

In years past, Beaufort Memorial Hospital, the Technical College of the Lowcountry and the University of South Carolina – Beaufort have expressed an interest in having their employees, patients, and/or students utilize public transit services to gain access to their facilities. These routes would decrease the need for parking which is often a problem, and would mitigate traffic congestion and air quality concerns not to mention the increased accessibility for the carless population and low-income individuals to gain access to human service agencies and employment centers. The routes were created to link public transit users with these facilities as well as other convenient stop locations such as retail establishments to pick-up a gallon of milk after work, etc.

These three organizations, perhaps along with Beaufort County government, could be expected to contribute an estimated \$10,000 monthly in revenue. These estimates are quite conservative due to local economy issues and other factors. Utilize the same \$125 per month as the TIP benefit (see next section) as a guide, that would equate to 20 employees, patients, students, etc. commuting per month per organization. More revenue and ridership could be achieved if the routes connected with another route that crossed the river and connected to the New River Campuses at both schools and the BMH, Coastal, and HHI Regional medical facilities also located south of the Broad River.

The recent award to the Lowcountry Council of Governments (LCOG) and Lowcountry Regional Transportation Authority (LRTA), operating as Palmetto Breeze, partnership of the Veterans Transportation and Community Living Initiative grant (which also applies to military) families by the Federal Transit Administration (FTA) is a recognition of the importance of providing public transit services to Beaufort's military community.

Below is an explanation of the Transportation Incentive Program (TIP), as it applies to the department of the Navy outside the Washington, DC region.

Given recent changes to the TIP program, relatively little in terms of resource commitments from the three military facilities is required. **NOTE to Team:** That has changed; there used to be a lot more asked of the individual commands.

### **Transportation Incentive Program (TIP)**

The Department of Defense Instruction 1000.27 establishes a mass transit benefit program for Outside the National Capital Region. In accordance with this Instruction the Department of the Navy (DON) has implemented the TIP for DON employees to help reduce their daily contribution to traffic congestion and air pollution, as well as expand their commuting alternatives. Effective January 1, 2012, DON members are eligible for transit benefits up to \$125.00 per month (parking fees are not included) for specific pre-approved commuter mass transit transportation costs not to exceed actual expenses.

TIP is designed to pay for mass transit costs incurred by personnel in their local commute from residence to permanent duty station. Participants must accurately claim an amount that reflects their actual commuting cost—failure to do so will result in fraudulent certification on the application and is subject to criminal prosecution. This program is a benefit, not an entitlement; thus, there is no retroactive reimbursement for the program back to its inception.

### **Who Qualifies?**

- All Navy and Marine Corps military members and federal DON civilian employees, including Nonappropriated Fund (NAF) employees.
- Part-time federal employees and interns.
- Reservists on active duty for more than 30 days are entitled to the same benefits, and are to apply for this benefit in the same manner as is applicable to members/employees in the same geographic area.

- Reservists who are performing active duty for 30 days or less are eligible under the SF 1164 reimbursement method.

- Reservists who are on weekend drilling/training are considered to be on inactive duty and are therefore not eligible to receive this benefit.

### **Which Methods of Transportation Can Be Reimbursed?**

The following recognized mass transportation systems qualify for the benefit:

- Commuter Bus
- Commuter Train
- Subway/Light Rail
- Van Pool
- Ferry (foot passengers only)

### **How does TIP work?**

On behalf of the DON, the Department of Transportation (DOT) purchases and distributes prepaid "fare media" (transit passes, farecards, or vouchers) to DON members/employees for authorized mass transit systems. For those areas not recognized by DOT as having an authorized mass transit system, the DON administers a cash reimbursement procedure, whereby the DON Program Manager will approve the use of form SF-1164 (Claim for Reimbursement for Expenditures on Official Business) as an alternative method for reimbursement.

The Assistant Secretary to the Navy (Financial Management & Comptroller) (ASN(FM&C)) Office of Financial Operations (FMO), will serve as the DON Program Manager (PM) and provide general support for Installations/Commands with questions regarding policies/procedures, reimbursement procedures, and program objectives. ASN(FM&C) FMO is also responsible for collecting and screening applications.

The DOT serves as the Executive Agent (EA) for all Federal agencies, including DON. As EA, DOT will handle all administrative aspects involved with the purchase and distribution of fare media. Fare media varies based on the location and type of mass transportation used. Fare media will

be distributed on a quarterly basis—in which participants will receive three months worth of vouchers/passes at the beginning of each quarter—unless restricted by the local transit company, in which fare media will be distributed monthly. Distribution will either occur on-site, where DOT representatives will physically distribute fare media to all local participants, or via overnight packages containing fare media, where a designated Installation/Command Point of Contact (POC) will assume distribution responsibilities.

### **Responsibilities of the Command/Installation:**

Each participating command/installation is responsible for:

- (1) Designating a Point of Contact (POC) for the program;
- (2) Informing all military members/civilian employees the benefit is available; and
- (3) Adding TIP to their check-in/check-out procedures.

### **Scheduling Service**

There will be regularly scheduled services along the selected transit routes, with routes based upon initial demand, likely a product of the work schedules of the military and other employers along the routes, especially those participating in service contracts. More services could and would be added as demand increases.

The following schedules are **preliminary** estimates; schedules will be dependent upon the number of stops, boardings, traffic, bridge issues, weather conditions and base-entering time for the routes serving the military facilities.

Route 1 – Downtown Beaufort Circulator – estimating route to take approximately ½ hour (due to traffic and bridge issues), if each route equals 11 hours, that would equate to 22 runs.

Route 2 – Lady’s Island Loop – estimating route would take ½ hour to 45 minutes equaling 16 – 22 runs.

Route 3 – Port Royal Loop - estimating route would take ½ hour to 45 minutes equaling 16 – 22 runs.

Route 4 – Burton Loop - estimating route to take approximately one hour, if each route equals 11 hours, that would equate to 11 runs.

As mentioned above, after the initial services and ridership are well established, additional routes and/or times will be planned, utilizing existing and updated USCB data, including recorded and quantified requests from such organizations as the MCAS Singles



Marines Program for weekend evening transit services to and from downtown Beaufort and for shopping and medical trips for the population in general.

## **Marketing Strategy**

### **Target Market Segments**

A detailed marketing strategy will address all of the issues below more thoroughly.

Although marketing research has been done to assess the needs of the varied market segments in northern Beaufort County, given the focus discussed in the previous sections of this document, we will concentrate at this time on:

1. Marines and sailors and their families and DON civil servants.
2. Employees of targeted and participating organizations on the proposed routes.
3. NEED. Potential riders who currently do not have access to personal automotive vehicles or are unable to drive. Some of them are currently utilizing LRTA's demand responsive or coordination services, but might be served more economically through these scheduled routes, including:
  - The older adult population (65+)
  - Young People (5-13)
  - Handicapped persons
  - Persons living at or below the poverty level.

As the table on the following page demonstrates, the local NEED segment has been increasing in size in Beaufort County since 2000. These numbers are only available at the County level in years other than Census years. As a result, the data do not exactly represent numbers of potential riders, but are indicators of relative market sizes. There is also expected to be overlap among the individual target markets.

**NOTE: Will update and expand data tomorrow; ACS available for 2009 now.**

**NEED Segment**

	Census 2000	2008 Estimates 2007 American Community Survey	Percent Change 2000-2008
Elderly (65+)	18,754	27,264	45.38%
Young People (5-13)	14,288	17,305	21.12%
Handicapped	18,090	<b>15,305</b>	-15.40%
Low Income (Poverty Level and Below)	12,194	<b>16,580</b>	35.97%

Source: US Census

4. CHOICE. Potential riders who own vehicles and are able to drive but who find it convenient, advantageous and/or less expensive (that is, they are able to own fewer vehicles) to utilize public transit.

- People who are presently car- or van-pooling. Those numbers increased from 8,021 in 2000 to 9,524 in 2008—a 19 percent rise.
- Marine Corps Recruit Depot, Parris Island graduation visitors
- Tourists
- Employees and clients at all public agencies in the Beaufort area
- Employees and customers of both large and small business operations
- Post-secondary students and staff at TCL and USCB
- Shoppers

As a result, expected trip purposes will also include, but not be limited to:

- Access to work
- Access to education and job training complexes
- Sightseeing
- Access to shopping and dining
- Access to medical centers
- Access to entertainment centers
- Access to human service agencies including veterans services
- Access to recreation facilities

## **Market Research Summary**

For the past several years both anecdotal research—namely informal discussions with employers, municipal planning staff, residents and others—and primary, quantitative research by consultants and by USCB have shown that there is an increasing need for and interest in supporting public transportation services in the area. Both residents of and visitors to Beaufort County have been consulted.

## **Branding**

A unifying identity will be developed to include a name, logo, colors and other components. It will be used on all vehicle, signs, shelters and promotional materials. One or more contests (for instance, the name) may be used to involve the community in the branding process. This is not to deny the Palmetto Breeze brand, but to extend it in a special way and one that involves the public in its ownership at an early stage.

## **Promoting Public Transit**

Both a short term—the launch of the service—and a long-term approach to continue reinforcing the features and benefits of taking public transit will be developed.

Promotional media—print ads, radio commercials during drive times, effective use of the increasingly important social media for many market segments, brochures, an interactive web site—and messages will be designed for each of the targeted segments.

Because of the increase in the Hispanic population in the area, the marketing material will also be available in Spanish, as necessary.

Direct marketing and personal sales are also a quite effective and relatively inexpensive way to reach potential groups of passengers. This will be especially important with the military market, where consumer purchase decisions are regularly made as the result of consultation with peers/workmates and neighbors.

Social media – FaceBook™, YouTube and other forms of social media will be utilized to promote transit services in the area.

## **Media Relations**

In the Lowcountry people do read the local newspapers and watch the local television stations, ranging from the network-affiliate stations from Savannah (which all have Lowcountry or Beaufort County new bureaus) to the Beaufort County Channel. To date, proposed public transportation services have received support from local newspapers in the form of articles and editorials, and further coverage will be encouraged. News conferences, service launches and

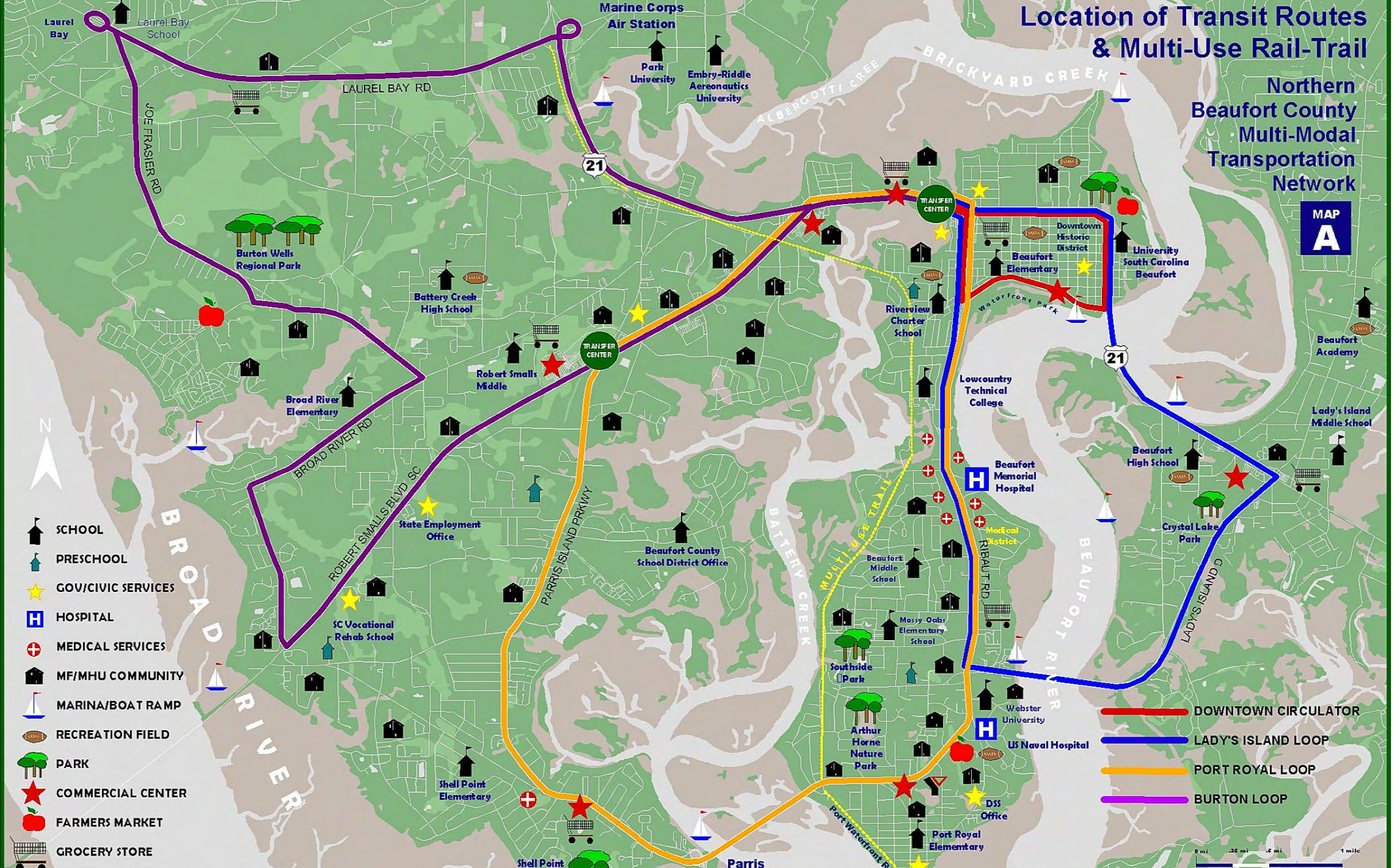
other events will be used to provide the types of news stories that are informative to all segments of the target market.



# Location of Transit Routes & Multi-Use Rail-Trail

## Northern Beaufort County Multi-Modal Transportation Network

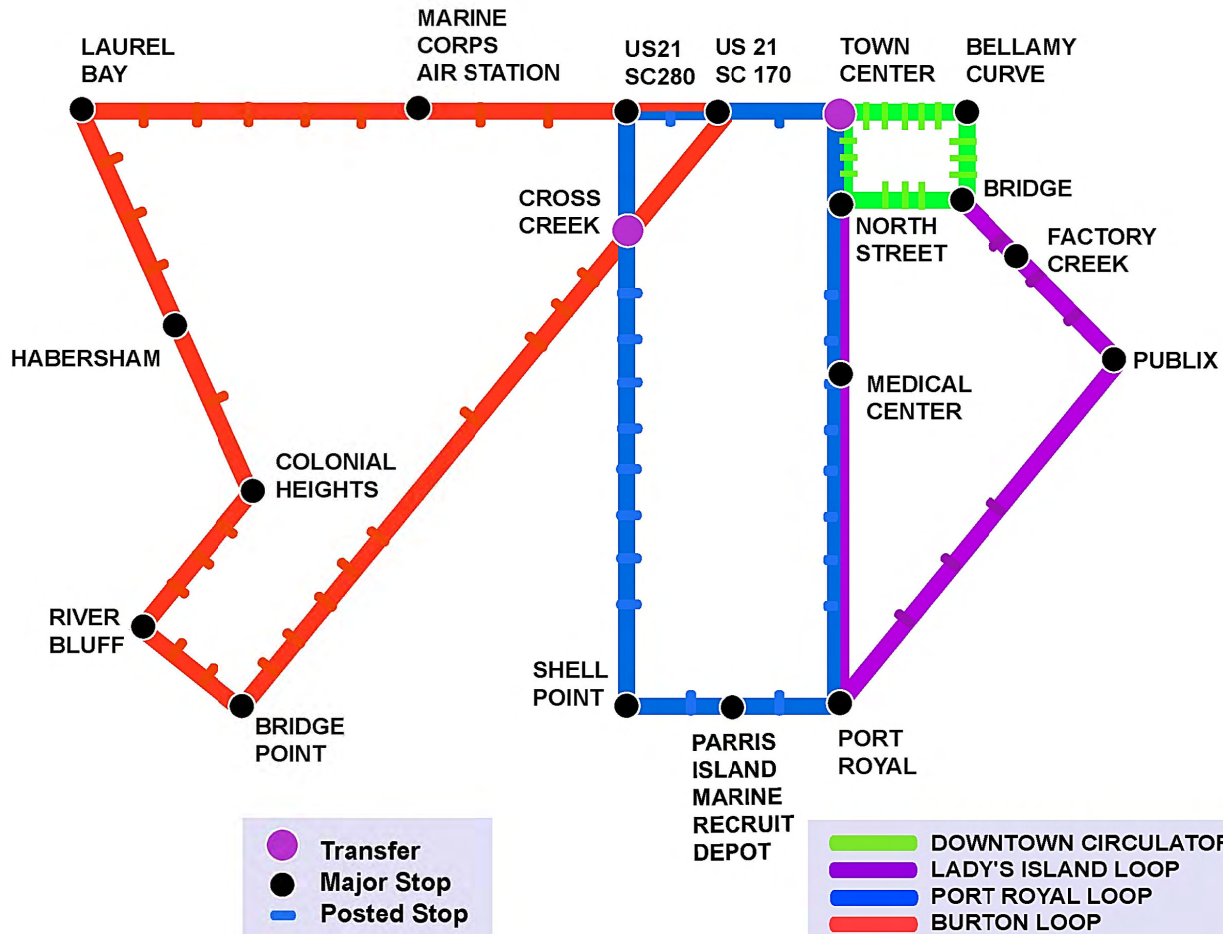
MAP A



- SCHOOL
- PRESCHOOL
- GOV/CIVIC SERVICES
- HOSPITAL
- MEDICAL SERVICES
- MF/MHU COMMUNITY
- MARINA/BOAT RAMP
- RECREATION FIELD
- PARK
- COMMERCIAL CENTER
- FARMERS MARKET
- GROCERY STORE

- DOWNTOWN CIRCULATOR
- LADY'S ISLAND LOOP
- PORT ROYAL LOOP
- BURTON LOOP

0 mi .25 mi .5 mi 1 mile





**COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT**

Building 2, 102 Industrial Village Road  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Phone: (843) 255-2353 Fax: (843) 255-9437

**TO:** Councilman Stewart H. Rodman, Chairman, Finance Committee

**VIA:** Gary Kubic, County Administrator  
Bryan Hill, Deputy County Administrator  
David Starkey, Chief Financial Officer  
Monica Spells, Compliance Officer  
Donna Ownby, Director of EMS

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

**SUBJ:** IFB # 1071/120122 for One (1) EMS Ambulance 2012 and One (1) 2011 Model Type I Vehicle for Beaufort County

**DATE:** February 13, 2012

**BACKGROUND:** Beaufort County issued an Invitation for Bid (IFB) to vendors capable of providing one (1) new 2012 and one (1) new 2011, Ford F-450 4x2 Type I Ambulance to enhance the response capabilities of the Beaufort County EMS. The bids were opened on January 27, 2012 and at that time the lowest responsible/responsive bidder was Taylor Made Ambulance. Taylor Made Ambulance's delivery schedule is ninety days from the receipt of order.

**NUMBER OF BIDS RECEIVED: Five (5)**

	<u>2011 Model Price</u>	<u>2012 Model Price</u>
1. Taylor Made Ambulance, Newport, AR	\$138,455	\$140,575
2. Spartan Fire & Emergency Apparatus, Spartanburg, SC	No Bid	\$162,438
3. Southeastern Specialty Vehicles, West Jefferson, NC	\$158,246	\$158,246
4. Excellence, Inc., Madison, AL	\$174,464	\$174,754
5. First Class Fire Apparatus, Monroe, NC	No Bid	\$174,843**

\*\*First Class Fire Apparatus failed to provide a Bid Bond and was therefore considered non-responsive.

**FUNDING:** Account # 23160-54000 Vehicle Purchases. The current balance is \$175,000.

**RECOMMENDATION:** The Finance Committee approve the contract award and recommend to County Council the contract award for one (1) new 2012 Ford F-450 Ambulance in the amount of \$140,575 to Taylor Made Ambulance, the lowest responsive/responsible bidder.

cc: Elizabeth Wooten, Howell Youmans

ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$2,500,000 OF GENERAL OBLIGATION BOND ANTICIPATION NOTES TO PROVIDE FUNDS FOR THE ACQUISITION OF THE BUILDING AND REAL PROPERTY KNOWN AS THE MYRTLE PARK COUNTY ADMINISTRATION BUILDING, LOCATED AT 4815 BLUFFTON PARKWAY, BLUFFTON, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES 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) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county and (ii) unless excepted from the bonded debt limit, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county.

(b) Pursuant to Chapter 15, Title 4, Code of Laws of South Carolina 1976, as amended (the same being and hereinafter referred to as the "County Bond Act"), the governing body of any of the counties of the State may issue general obligation bonds for any authorized purpose and in any amount not exceeding such county's applicable constitutional debt limit.

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina 1976, as amended (the "Article X Enabling Act") provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, 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.

(d) The assessed value of all the taxable property in the County as of June 30, 2011, is \$1,833,479,546. Eight percent of the assessed value is \$146,678,364. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is not more than \$93,722,603. Thus, the County may incur not exceeding \$52,955,761 of additional general obligation debt within its applicable debt limitation.

(e) Article X, Section 15 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.



(f) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (“Title 11, Chapter 17”), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein.

(g) The County Council finds that pending the issuance and sale of general obligation bonds it is necessary and in the best interest of the County to provide for the issuance and sale of general obligation bond anticipation notes of the County pursuant to the provisions of the Constitution and laws of the State of South Carolina for the purposes of providing funds: (i) to defray the costs of the acquisition of the building and real property known as the Myrtle Park County Administration building, located at 4815 Bluffton Parkway, Bluffton, South Carolina; and (ii) to pay the costs of issuance of the Notes.

SECTION 2. Authorization and Details of Bonds. Pursuant to the provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bonds of the County in an amount sufficient to pay the principal and interest on the Notes (hereinafter defined) together with additional amounts authorized for other capital projects. The bonds authorized hereunder shall be identified as “General Obligation Bonds of Beaufort County, South Carolina” (the “Bonds”). In order to reduce issuance costs, the Bonds may be issued as part of another issue of bonds comprising the Bonds and separately authorized bonds. The Bonds may be designated with such further series description and designation as shall be determined by the County Administrator of the County prior to any sale. The Bonds may be issued in one or more series and may be sold in conjunction with any other bonds heretofore or hereafter authorized.

SECTION 3. Authorization and Details of Notes. Pursuant to the provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bond anticipation notes of the County for the purposes set forth in Section 1(e) above in an aggregate amount not exceeding \$2,500,000. The notes authorized hereunder shall be identified as “General Obligation Bond Anticipation Notes of Beaufort County, South Carolina” (the “Notes”).

The Notes will initially be issued under the DTC Book-Entry-Only System in the form of a single fully registered note, registered in the name of Cede & Co. as the registered owner and nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Notes. The Notes shall be dated as of the first day of the month in which the Notes are delivered to the initial purchaser(s) thereof or such other date as shall be selected by the County Administrator; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Notes; shall be numbered from R-1 with an appropriate series designation, if any; shall bear interest from their date as may be accepted by the County Administrator at the time of the sale thereof; and shall mature in annual installments as determined by the County Administrator.

Both the principal of and interest on the Notes shall be 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.

SECTION 4. Delegation of Authority to the County Administrator. The County Council hereby expressly delegates to the County Administrator the authority, with respect to the Notes, to determine (a) the principal amount, the date of sale, and the maturity date of the Notes; (b) the redemption provisions, if any, for the Notes; (c) the Registrar/Paying agent for the Notes; (d) whether to publish notice of the adoption of this ordinance under the provisions of Section 11-27-40(8), Code of Laws of South Carolina, 1976, as amended; and (e) such other matters regarding the Notes as are necessary or

appropriate. The County Administrator is further directed to consult with the County's financial advisor and bond counsel in making any such decisions.

The County Administrator is hereby authorized and directed to conduct the sale of the Notes pursuant to the provisions of Section 13 hereof. The County Council hereby expressly delegates to the County Administrator the authority to award the sale of the Notes in accordance with a notice of sale referenced in Section 13, provided that the net interest cost of the Notes shall not exceed 3% unless authorized by a separate resolution of the County Council.

SECTION 5. Registrar/Paying Agent. Both the principal of and interest on the Notes shall be 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. Within twenty-four hours of the sales of the Notes, the County shall appoint a Registrar/Paying Agent therefor.

SECTION 6. Registration and Transfer. 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 Notes. 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 Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Note 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 Note, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Note, of the same aggregate principal amount, interest rate, and maturity as the surrendered Note. Any such Note surrendered in exchange for a new registered Note 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 Note shall be registered upon the registry books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Note 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 Note 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 Notes is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Notes 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 Notes during the period beginning on the day after the 15th calendar day of the month next preceding an interest payment date on such Notes and ending on such interest payment date.

SECTION 7. 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 Notes, and such record date shall be the 15th day of the calendar month next preceding an interest payment date on such Notes or, in the case of any proposed redemption of Notes, such record date shall not be more than 15 days prior to the mailing of notice of redemption of Notes.

SECTION 8. Lost, Stolen, Destroyed, or Defaced Notes. In case the Notes shall at any time become mutilated, 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/Paying Agent shall authenticate and deliver at the

principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Note of the same 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 Note, or in lieu of or in substitution for such lost, stolen or destroyed Note. In any such event the applicant for the issuance of a substitute Note shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Note, and of the ownership thereof, and also such security and indemnity in such 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/Paying Agent. Any duplicate Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or in substitution for any allegedly lost, stolen or wholly destroyed Note shall be entitled to the identical benefits under this Ordinance as was the original Note in lieu of which such duplicate Note.

All expenses necessary for the providing of any duplicate Note shall be borne by the applicant therefor.

SECTION 9. Book-Entry-Only System. The Notes initially issued (the “Initial Notes”) 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 Notes 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 Notes of the same maturity or any integral multiple of \$5,000.

The Initial Notes shall be issued in fully-registered form, one Bond for each of the maturities of the Notes, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Notes 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 Notes or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Notes 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 Notes, 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 Notes together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Notes 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 Notes 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 Notes by mailing an appropriate notice to DTC, upon receipt by the County the Initial Notes together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Notes 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 Notes will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 10. Execution of Notes. The Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Notes shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form attached hereto as Exhibit B.

SECTION 11. Form of Notes. The Notes shall be in substantially the form attached hereto as Exhibit B.

SECTION 12. Security for Notes. For the payment of the principal of and interest, if necessary, on the Notes as they respectively mature there are hereby pledged the proceeds of the Notes and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor for the payment of the principal of and interest on the Notes.

SECTION 13. Exemption from Taxation. Both the principal of and interest on the Notes shall be exempt, in accordance with the provisions of Section 12-2-50, Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 14. Sale of Notes, Form of Notice of Sale. The Notes shall be sold at public sale. A summary Notice of Sale shall be published not less than seven days prior to the date fixed for sale, in a newspaper having general circulation in the State of South Carolina and, if deemed appropriate by the County Administrator, in a financial publication published in the City of New York, State of New York. The official Notice of Sale shall be distributed simultaneously with the distribution of the Preliminary Official Statement, if any, prepared in connection with the Notes, and shall be in the form attached hereto as Exhibit C, with such modifications as may be determined to be necessary by the financial advisor, if any, and bond counsel. The County Administrator may determine to establish a fixed date of sale in the notice or provide for the subsequent dissemination in electronic form of the date selected for such sale, in which event such subsequent notice shall be provided not less than 48 hours prior to the time and date fixed for sale. In the event a fixed date of sale is provided in the notice, such date may be modified by a subsequent notice in electronic form not less than 48 hours prior to the date fixed for the rescheduled sale.

SECTION 15. Deposit and Use of Proceeds. The proceeds derived from the sale of the Notes are to be used for the purposes set forth in Section 1(h) above, and shall be applied by the County solely to the purposes for which the Notes have been issued, except that the premium, if any, shall be placed in a sinking fund.

SECTION 16. Preliminary and Final Official Statement, if any. The County Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Notes together with the Notice of Sale of the Notes. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Notes so that it may be provided to the purchaser of the Notes.

SECTION 17. 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 Notes, and such Bond or Notes shall no longer be deemed to be outstanding hereunder when:

(a) such Note or Notes 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 Notes 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 Notes shall no longer be deemed to be outstanding hereunder, such Notes 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:

- (a) 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;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Note or Notes shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 18. Tax Covenants. The County hereby covenants and agrees with the holders of the Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes to become includable in the gross income of the holders of the Notes for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Notes. The County further covenants and agrees with the holders of the Notes that no use of the proceeds of the Notes shall be made which, if such use had been reasonably expected on the date of issue of the Notes would have caused the Notes to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Notes 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 Code 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 Code.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Note and this Ordinance, such notice in substantially the form attached hereto as Exhibit D, 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 20. Notice. Pursuant to Section 11-27-40, Paragraph 8, of the Code of Laws of South Carolina, 1976. In order that the Council may proceed as soon as possible to issue and deliver the Notes, the County Administrator may determine that the County avail itself of the provisions of paragraph 8 of Section 11-27-40, Code of Laws of South Carolina, 1976, as amended. If such determination is made, the notice prescribed thereby shall be provided in substantially the form attached hereto as Exhibit E.

SECTION 21. Engagement of Bond Counsel. The County Council hereby engages McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Notes. The County Administrator is further authorized to execute such contract, document or engagement letter as may be necessary and appropriate to effectuate the engagement. In addition, the County Administrator is authorized to contract with other professionals, including a financial advisor, he deems appropriate in order to carry out the intent of this ordinance and the issuance of the Notes.

SECTION 22. Authorization to Execute Documents. The County Council hereby authorizes the Chair and Clerk of County Council, the County Administrator and the Chief Financial Officer of the County to execute such documents and instruments as may be necessary to effect the issuance of the Notes.

SECTION 23. General Repealer. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair of County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF NOTE

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 BEAUFORT COUNTY  
 GENERAL OBLIGATION BOND ANTIICIPATION NOTE  
 SERIES \_\_\_\_\_

No. R-

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Issue Date</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:            DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Beaufort County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2009, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of \_\_\_\_\_%, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note represents a series of general obligation bond anticipation notes (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; Title 59, Chapter 71, Code of Laws of South Carolina, 1976, as amended, and an ordinance duly enacted by the Beaufort County Council on \_\_\_\_\_, 2012 (the “Ordinance”). The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of bonds are pledged for the payment of the principal of and interest on the Notes.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance. One certificate registered in the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in the principal amount of \$5,000 or any



multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

\_\_\_\_\_ as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This note and the interest hereon are exempt from all State, county, municipal, County, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes but the interest on this note may be included for certain franchise fees or taxes.

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, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Note to be signed with the signature of the Chair of the County Council, attested by the signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This note is one of the Notes described in the within mentioned Ordinance of Beaufort County, South Carolina.

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Note, 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  
Act \_\_\_\_\_  
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Transferee)

\_\_\_\_\_ the within Note and  
does hereby irrevocably constitute and appoint \_\_\_\_\_  
attorney to transfer the within Note on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
Signature must be guaranteed by  
a participant in the Securities Transfer  
Agent Medallions Program (STAMP)

\_\_\_\_\_  
Notice: The signature to the assignment must correspond  
with the name of the registered owner as it appears  
upon the face of the within Note in every particular,  
without alteration or enlargement or any change  
whatever

FORM OF NOTICE OF SALE

NOTICE OF SALE  
\$ \_\_\_\_\_ GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES \_\_\_\_\_  
OF BEAUFORT COUNTY, SOUTH CAROLINA

Sealed, facsimile and electronic bids for the purchase of all but not part of the above notes (the "Notes") will be received by Beaufort County, South Carolina (the "County"), in the case of sealed and facsimile bids, at the offices of the County Administrator, \_\_\_\_\_, Beaufort, South Carolina, and in the case of electronic bids, via PARITY (as explained below) until \_\_\_\_\_ (Eastern Time) on \_\_\_\_\_, \_\_\_\_\_, 2012.

**BID SUBMISSION:** Sealed and facsimile bids must be submitted on bid forms furnished by the County. Sealed bids shall be enclosed in a sealed envelope marked on the outside "Proposal for the Purchase of the County of Beaufort County, South Carolina, \$ \_\_\_\_\_ General Obligation Bond Anticipation Notes, Series \_\_\_\_\_." Bids submitted by facsimile should be preceded by a cover sheet addressed to the Superintendent and should be sent only once to (843) \_\_\_\_\_. 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, 2<sup>nd</sup> Floor, New York, New York 10018, Customer Support, telephone (212) 404-8102. The County, McNair Law Firm, P.A. and Ross, Sinclair & Associates, LLC shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

**GOOD FAITH DEPOSIT:** No good faith deposit will be required.

**NOTE DETAILS:** The Notes will be issued in book-entry form in the denomination of \$5,000 or any integral multiple thereof. The Notes will be dated as of \_\_\_\_\_, 2012, the expected date of delivery, and due on \_\_\_\_\_, 2009. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on \_\_\_\_\_, 2009.

**REDEMPTION PROVISIONS:** The Notes are not subject to optional redemption prior to maturity.

**RATINGS:** Moody's and S&P ratings have been applied for.

**INTEREST RATES:** Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed six percent (6%) and (b) the interest rate specified must be a multiple of 1/100th of one percent.

**REGISTRAR/PAYING AGENT:** Within twenty-four hours of the sale of the Notes, the County will designate a registrar/paying agent (the "Registrar/Paying Agent") for the Notes.

**BASIS OF AWARD:** The Notes will be awarded to the responsive bidder whose bid results in the lowest NET INTEREST COST (the "NIC") to the County. The NIC will be calculated as the total interest from \_\_\_\_\_, 2012 to \_\_\_\_\_, 2009, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. Any bid for less than par will be rejected. The County reserves the right to reject any and all bids and to waive informalities in any or all bids.

In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public.

The Notes will be awarded or all bids will be rejected by no later than 2:00 P.M. (Eastern Time) on the day bids are opened, \_\_\_\_\_, 2012.

**SECURITY:** The full faith, credit and taxing power of the County and the proceeds derived from the sale of bonds are pledged to the payment of the principal of and interest on the Notes.

**AUTHORIZATION:** The Notes are being issued pursuant to Article X, Section 15 of the Constitution of the State of South Carolina, Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, the favorable results of a referendum, and a resolution duly adopted by the County Council of the County on \_\_\_\_\_, 2012.

**INTEREST AND PRINCIPAL PAYMENTS:** Payment of principal of and interest on the Notes will be made directly by the Registrar/Paying Agent to Cede & Co., as the registered owner of the Notes and nominee for The Depository Trust Company ("DTC"), on \_\_\_\_\_, 2012, in immediately available funds.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Notes, but neither the failure to print such numbers on the Notes nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Notes.

**DELIVERY AND PAYMENT:** Delivery of the properly executed Notes is expected to be made through DTC on or about \_\_\_\_\_, 2012. Payment for the Notes shall be made in immediately available funds.

**OFFICIAL STATEMENT:** The Preliminary Official Statement, dated \_\_\_\_\_, 2012, has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with the Rule.

LEGAL OPINION AND CLOSING CERTIFICATES: The County will furnish upon delivery of the Notes: a Receipt for the Notes; a Signature and No-Litigation Certificate; a Rule 15c2-12 Certificate; a Federal Tax Certificate, and the approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Bond Counsel, all without cost to the purchasers.

INFORMATION FROM PURCHASER: At or before delivery, the purchaser of the Notes shall provide a certificate to the County in a form acceptable to Bond Counsel stating the information necessary to enable the County to determine the issue price of the Notes as defined in Section 1273 or 1274 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL INFORMATION: The Preliminary Official Statement, Official Notice of Sale and Official Bid Form of the County with respect to the Notes are available via the internet at <http://www.i-dealprospectus.com> and will be furnished to any person interested in bidding for the Notes upon request to Francenia B. Heizer, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net). The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Notes. For additional information, please contact the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, telephone (803) 799-9800, e-mail: [fheizer@mcnair.net](mailto:fheizer@mcnair.net)

\_\_\_\_\_, 2012

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"), in the \_\_\_\_\_, South Carolina, at 6:00 p.m. on Monday, \_\_\_\_\_, 2012.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bond Anticipation Notes of Beaufort County, South Carolina, in the principal amount of not exceeding \$2,500,000 (the "Notes"). The proceeds of the Notes will be used for the purposes of providing funds (i) to defray the costs of the acquisition of the building and real property known as the Myrtle Park County Administration building, located at 4815 Bluffton Parkway, Bluffton, South Carolina; and (ii) to pay the costs of issuance of the Notes.

The proceeds of general obligation bonds to be issued by the County will be used to pay the principal and interest on the Notes. In addition, the full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the 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 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 Notes.

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

FORM OF NOTICE OF ADOPTION OF AN ORDINANCE

NOTICE OF ADOPTION OF AN ORDINANCE

Notice is hereby given that on \_\_\_\_\_, 2012, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. \_\_\_\_\_ AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$2,500,000 OF GENERAL OBLIGATION BOND ANTICIPATION NOTES TO PROVIDE FUNDS FOR THE ACQUISITION OF THE BUILDING AND REAL PROPERTY KNOWN AS THE MYRTLE PARK COUNTY ADMINISTRATION BUILDING, LOCATED AT 4815 BLUFFTON PARKWAY, BLUFFTON, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

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.

By order of the Beaufort County Council, \_\_\_\_\_, 2012.

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Chair, Beaufort County Council



ORDINANCE NO. 2012/ \_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND 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 "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, 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 incorporated municipality 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 may be incurred only for a public and corporate purpose in an amount not exceeding eight percent of the assessed value of all taxable property of such incorporated municipality.

(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 of Laws of South Carolina 1976, as amended, 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, 2011, is \$1,823,808,541. Eight percent of the assessed value is \$145,904,683. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$93,385,369. Thus, the County may incur \$52,519,314 of additional general obligation debt within its applicable debt limitation.

(f) It is now in the best interest of the County for the Council to provide for the issuance and sale of a not exceeding \$6,000,000 principal amount general obligation bond of the County, the proceeds of which will be used to construct and equip the St. Helena Island Branch Library to be located on property leased from the Penn Center in the vicinity of Penn Center Road, St. Helena Island, South Carolina.

(g) Pursuant to the terms and conditions of Letter of Conditions addressed to the County dated September 24, 2010, and a Loan Resolution adopted by the County Council on December 13, 2010, the County Administrator has heretofore executed the necessary documents, including the Loan Resolution, to sell the Bond to The United States of America, acting through the United States Department of Agriculture (the "Federal Government") and the County Council authorized such actions pursuant to Ordinance No. 2010/25 duly enacted on December 13, 2010.

**SECTION 2. Authorization and Details of Bond.** Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not to exceed \$6,000,000 general obligation bond of the County to be designated "\$6,000,000 (or such lesser amount issued) General Obligation Bond of Beaufort County, " (the "Bond") for the purpose stated in Section 1(f) of this Ordinance.

The Bond shall be issued in fully registered form, shall be registered as to principal and interest in the name of the Federal Government; shall be dated as of the date of its delivery; shall be in the denomination of its par amount; shall be payable by electronic debit through the preauthorized debit payment process to the Area Office of Rural Development of the United States Department of Agriculture ("Rural Development") in Walterboro, South Carolina, or at such other place or to such other fiscal agent as the Federal Government shall designate; and shall bear interest from its date at the rate of not to exceed four percent (4%) per annum.

The County shall have the option to prepay the Bond in whole or in part at any time prior to maturity without penalty.

The Bond 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 signature of the Clerk to County Council under the seal of the County to be impressed or affixed thereon.

**SECTION 3. Form of Bond.** The Bond and the provisions for registration to be endorsed thereon shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 4. Security for the Bond.** 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 Bond as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. The County Auditor and the County Treasurer shall be notified as to the delivery and payment of the Bond and is hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal of and interest on the Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

**SECTION 5. 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 Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County and is canceled or subject to cancellation by the County; or

(b) payment of the principal of and interest on such 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 Bonds shall no longer be deemed to be outstanding hereunder, such 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”); and
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

**SECTION 6. Notice of Initiative and Referendum; Notice of Private Sale.** The Council hereby delegates to the Mayor 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 5, Chapter 17 of the Code shall be given with respect to this Ordinance and any and all other notices required by law including the Notice of Private Sale required by Section 11-27-40, Code of Laws of South Carolina 1976, as amended. If said Notice is given, the Mayor is authorized to prescribe the form of the Notice and cause such Notice to be published in a newspaper of general circulation in the County, such notice in the form attached hereto as Exhibit B.

**SECTION 7. Exemption from State Taxes.** Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the South Carolina Code, from all State, county, municipal, school district, 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 8. Deposit and Use of Proceeds.** The proceeds derived from the sale of the Bond shall be disbursed by Rural Development at such time and from time to time as it is requested to do so by the County pursuant to a requisition for same.

**SECTION 9. Tax Covenants.** The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the 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 Code 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 Code.

**SECTION 10. Filings with Central Repository.** In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

**SECTION 11. 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 Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters with such parties as may be necessary and appropriate.

**SECTION 12. Repeal of Conflicting Ordinances.** All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**SECTION 13. Codification.** This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2012.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

First Reading: January 23, 2012

Second Reading:

Public Hearing:

Third and Final Reading:

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
GENERAL OBLIGATION BOND  
SERIES 2012B

\$ \_\_\_\_\_

For value received, Beaufort County, South Carolina (the "County") hereby promises to pay to The United States of America, acting through the United States Department of Agriculture (the "Federal Government"), or its registered assigns, the aggregate principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Interest shall accrue on such principal from the date hereof at the rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum, and the County hereby promises to pay interest on the principal amount hereof from time to time unpaid. Equal annual installments of principal and interest on this Bond in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) shall be payable commencing one year after its delivery date and continuing on the same day of each year thereafter, until this Bond is paid. Such installments shall be applied first to the payment of interest on the principal amount hereof from time to time unpaid and then to the payment of principal as a principal installment hereon; provided that the final payment, if not sooner paid, shall be due and payable 40 years from the date hereof and shall be an amount equal only to the principal amount hereof then unpaid plus the interest accrued thereon to the date of such final payment, notwithstanding that such amount is more or less than \$ \_\_\_\_\_

Both the principal of and the interest on this Bond shall be paid by electronic debit through the preauthorized debit payment process to the registered owner hereof. Payment and prepayment of the principal installments and interest due hereon shall be payable to the Federal Government at the Area Office of Rural Development of the United States Department of Agriculture ("Rural Development") in Walterboro, South Carolina, or at such other place or to such other fiscal agent as the Federal Government shall designate, and, except for the final payment of the principal hereof, shall be made without presentation and surrender by the Federal Government of this Bond. Such payment and prepayment shall fully discharge the obligation of the County to the extent of the payments and prepayments so made.

The County reserves the right to redeem this Bond at its option in whole at any time or in part at any time and from time to time, provided, however, that any such payment of principal upon redemption shall be accompanied by the interest accrued on the Bond to the date fixed for redemption. There shall be no premium paid by the County upon any redemption of this Bond.

For the payment hereof, both principal and interest, as they respectively mature; and for the creation of a sinking fund to aid in the retirement and payment thereof the full faith, credit and taxing power of the County are irrevocably pledged, and there shall be levied and collected, annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond is issued pursuant to and in accordance with the constitution of the laws of the state of South Carolina, including Article X, Section 14 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 on \_\_\_\_\_, 2012, by the County Council of the County for the purpose of authorizing the issuance and sale of a not to exceed \$60,000,000 general obligation bond.

The County hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Federal Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Federal Government's request, apply for and accept such loan in sufficient amount to repay the Federal Government.

This Bond is given as evidence of a loan to the County made by the Federal Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Federal Government and to its future regulations not inconsistent with the express provisions hereof.

This Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

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 annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, BEAUFORT OUNTY, SOUTH CAROLINA, has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the County Clerk under the seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman of County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk of County Council

REGISTRATION

This Bond has been registered in the name of The United States of America on the registration books kept by the Treasurer of Beaufort County, South Carolina.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Treasurer, Beaufort County, South Carolina

ASSIGNMENT

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the same on the books of registration in the office of the County Treasurer with full power of substitution in the premises.

\_\_\_\_\_  
By \_\_\_\_\_

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

**NOTE:** The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

**CERTIFICATE OF ADVANCES**

The County has received the following amounts of moneys in payment for this Bond.

<b><u>Date of Payment</u></b>	<b><u>Amount of Payment</u></b>	<b><u>Signature of Authorized Officer</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), on \_\_\_\_\_ enacted Ordinance No. 2012/\_\_\_ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$6,000,000 GENERAL OBLIGATION BOND, SERIES 2012B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorized the issuance and sale of a not to exceed \$6,000,000 General Obligation Bond (the "Bond") of the County.

NOTICE is further given that the Bond will be sold to The United States of America, acting through the United States Department of Agriculture at a purchase price of \$ \_\_\_\_\_; will bear interest at the rate of \_\_\_\_\_% per annum; will be dated as of the date of its delivery; and will mature in forty (40) annual installments of principal and interest of \$ \_\_\_\_\_ beginning \_\_\_\_\_.

The proceeds of the Bond will be used to construct and equip the St. Helena Island Branch Library to be located on property leased from the Penn Center in the vicinity of Penn Center Road, St. Helena Island, South Carolina.

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 5-17-10 to 5-17-30, 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.

BEAUFORT COUNTY, SOUTH CAROLINA

## Committee Reports

February 27, 2012

### A. COMMITTEES REPORTING

#### 1. Community Services

- ① Minutes from the February 20 meeting provided March 12. Action is required.  
See main agenda item 10A.
- ② Disabilities and Special Needs Board

<i>Nominate</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Robert Collar	Countywide	Appoint	6/11

- ③ Library Board

<i>Nominate</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Peggy Martin	Council District 6	Appoint	6/11

#### 2. Finance

- ① Minutes from the February 20 meeting provided March 12. Action is required.  
See main agenda items 10B, 10C, 10D, and 10E.

#### 3. Governmental

- ① Bluffton Township Fire Commission

<i>Nominated</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Jack Bennett	Barrel Landing/Pritchardville	Reappoint	8/11
02.13.12	Terrence Reynolds	Moss Creek/Buckingham	Reappoint	8/11

- ② Lowcountry Council of Governments

<i>Nominated</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Joseph McDomick	At-Large Minority	Reappoint	10/11
02.13.12	James Outlaw	At-Large	Reappoint	10/11

- ③ Sheldon Township Fire Commission

<i>Nominated</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Gregory Gilbert	Sheldon fire service area	Reappoint	10/11
02.13.12	Rudolph Glover	Sheldon fire service area	Reappoint	8/11
02.12.12	George Williams	Sheldon fire service area	Reappoint	10/11
02.13.12	John Kerner	Sheldon fire service area	Appoint	6/11

**4. Natural Resources**

① Planning Commission

<i>Nominated</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint / Appoint</i>	<i>Votes Required</i>
02.13.12	Diane Chemlik	At-large	Reappoint	10/11
02.13.12	Edward Riley	Bluffton/Daufuskie Island	Reappoint	8/11

**5. Public Facilities**

① Airports Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.13.12	Will Dopp	Proximity to HHI Airport	Reappoint	10/11
02.13.12	Leonard Law *	Proximity to HHI Airport	Reappoint	10/11
02.13.12	Ronald Smetek *	Proximity to HHI Airport	Appoint	6/11
02.13.12	Pete Buchanan	Qualifications	Reappoint	10/11
02.13.12	Mac Sanders	Active pilot/act aircraft owner LI Airport	Reappoint	10/11

\* Two candidates are nominated for one vacancy.

③ Stormwater Management Utility Board

<i>Nominated</i>	<i>Name</i>	<i>Position / Area / Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.13.12	John Youmans	Stormwater Dist #6 – unincorp Port Royal Island	Reappoint	10/11
02.13.12	David Cargile	Stormwater Dist #7 – unincorp Lady’s Island	Appoint	6/11

**B. COMMITTEE MEETINGS**

**1. Community Services**

*William McBride, Chairman*

*Gerald Dawson, Vice Chairman*

➔ Next Meeting – Monday, March 19 at 4:00 p.m., BIV#2

**2. Executive**

*Weston Newton, Chairman*

➔ Next Meetings – April, August and November / Topic: Review of Policy and Management Agendas 2012

**3. Finance**

*Stu Rodman, Chairman*

*Rick Caporale, Vice Chairman*

➔ Next Meeting – Monday, March 19 at 2:00 p.m., BIV #2

**4. Governmental**

*Jerry Stewart, Chairman*

*Laura Von Harten, Vice Chairman*

➔ Next Meeting – Monday, March 5 at 4:00 p.m., ECR

**5. Natural Resources**

*Paul Sommerville, Chairman*

*Brian Flewelling, Vice Chairman*

➔ Next Meeting – Monday, March 5 at 2:00 p.m., ECR

**6. Public Facilities**

*Herbert Glaze, Chairman*

*Steven Baer, Vice Chairman*

➔ Next Meeting – Tuesday, February 28 at 4:30 p.m., ECR

**7. Transportation Advisory Group**

*Weston Newton, Chairman*

*Stu Rodman, Vice Chairman*

➔ Next Meeting – March 2012