



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

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

TELEPHONE: (843) 255-2000

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www.bcgov.net

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 SPECIAL COUNSEL

THOMAS J. KEAVENY, II
 COUNTY ATTORNEY

SUZANNE M. RAINEY
 CLERK TO COUNCIL

AGENDA
 PUBLIC FACILITIES COMMITTEE

Tuesday, January 19, 2015

4:00 p.m.

Executive Conference Room, Administration Building
 Beaufort County Government Robert Smalls Complex
 100 Ribaut Road, Beaufort

Staff Support:

Colin Kinton, Division Director
 Transportation Engineering
 Eric Larson, Division Director
 Environmental Engineering
 Robert McFee, Division Director
 Facilities and Construction Engineering

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARDS
 - A. 926M Caterpillar Wheel Loader from State Contract for Public Works Department ([backup](#))
 - B. Landscaping Dump Truck from State Contract for Public Works Department ([backup](#))
 - C. Traffic Sign Operations Truck for Transportation Engineering Department ([backup](#))
 - D. Construction of Three Turning Lanes on S.C. Highway 170 ([backup](#))
3. PRESENTATIONS / REQUESTS FOR INCLUSION OF CAPITAL PROJECT SALES TAX ITEMS
 - A. USC-Beaufort
 - B. Beaufort County Government
4. PRESENTATION / JENKINS ISLAND STUDY
5. SCDOT ADMINISTRATIVE SERVICES FOURTH QUARTER FY FOR BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY FLYOVER BRIDGES CONSTRUCTION ([backup](#))
6. CONDEMNATION REQUEST FOR COUNTY DIRT ROADS WITHOUT RIGHT OF WAY – ALBERTHA FIELDS CIRCLE, BIG ESTATE, SHELDON ([backup](#))
7. CONSTRUCTION UPDATE / PERRYCLEAR BRIDGE CONSTRUCTION ([backup](#))
8. REALLOCATION 2015 CIP OBLIGATION BOND FUNDS FROM PERRYCLEAR BRIDGE CONSTRUCTION TO HVAC REPLACEMENTS ([backup](#))
9. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. County Transportation Committee
 - B. Solid Waste and Recycling Board
10. EXECUTIVE SESSION - Discussion of employment of a person regulated by a public body
11. ADJOURNMENT





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

David L. Thomas, Purchasing Director
dthomas@bcgov.net, 843.255.2350

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

SUBJ: Request to Purchase a 926M Caterpillar Wheel Loader from State Contract for Beaufort County's Public Works Department

DATE: January 19, 2016

BACKGROUND: The Purchasing Department received a request from the Director of Public Works to purchase one Wheel Loader from a State contract vendor. The new equipment is a replacement for a 2000 New Holland Wheel Loader (Asset #19968) assigned to the Public Works Department, with over 9,000 hours of operation. The department or section utilizes the loader to handle various types of material and load trucks. The old equipment will be sold on GovDeals.

STATE CONTRACT VENDOR INFORMATION:

COST

Blanchard Cat, Inc., Columbia, SC

\$174,952*

*This price includes all applicable taxes and delivery

AK **FUNDING:** Account #10001320-54200 – Public Works, Roads/Drainage, Specialized Capital Equipment, with an available balance of \$297,850.

FOR ACTION: Public Facilities Committee meeting on January 19, 2016.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$174,952 to purchase a 926M Caterpillar Wheel Loader from the aforementioned vendor in support of Public Works operations.

Attachment: Pricing Information

cc: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*
Eric Larson, Director, Environmental Engineering Division *EL*
David Wilhelm, Director, Public Works Department *DW*



Quote 114411-01

July 20, 2015

BEAUFORT COUNTY PUBLIC WORKS and MAINTENANCE
PO DRAWER 1228
BEAUFORT, SC 29901

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CAT Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ryan Luthren
Machine Sales Representative

One (1) New CAT Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN-Axle seal guards-Hydraulically driven demand cooling fan-Auto Idle shut down feature-Hydrostatic transmission with electronic-Cat C7.1ACERT engine-control--Power Modes (Standard and Performance)--Operator Modes (Default, TC, Hystat and--Power by Range (High Power in Range 4)-Ice)--Tier 4 Final/Stage IV compliant--Directional Shift Agressiveness (Fast,--Turbocharged and aftercooled-Medium, Slow)--Filtered crankcase breather--Rimpull control, adjust wheel torque--Diesel particulate filter--Creeper control, adjust ground speed--Selective Catalyst Reduction-Lubed for life driveshafts-Coolant protection to -34C (-29F)-Parking brake, electric-Differential lock in front axle-Single plane cooling package wide 6 fins-Dry type air cleaner-per inch density-Enclosed wet disc full hydraulic brakes-S-O-S port,engine,coolant,transmission-Fuel priming pump, automatic-oil-Fuel water separator

HYDRAULICS-Automatic lift and bucket kickouts,-Hydraulic Response setting (Fast,-adjustable in-cab-Medium, Slow)-Bucket and Fork Modes, adjustable in-cab-Hydraulic diagnostic connectors and-Cylinder damping at kickout and-S-O-S ports-mechanical end stops-Hydraulic sight gauge, visible-Fine Mode control (Fast, Medium, Slow)-Load sensing hydraulics and steering-in Fork Mode-Seat mounted hydraulic joystick controls

ELECTRICAL-Alternator, 115-amp, heavy duty-rear stop and turn lights-12V power supply in cab (2)-Heavy duty gear reduction starter-Batteries, 1,000 CCA (2) 24 volt system,-Product Link PRO w/3 year subscription-disconnect switch-Remote jump start post-Back up alarm-Resettable main and critical function-Emergency shutdown switch-breakers-Halogen work lights front and rear, LED-Roading lights front and rear

OPERATOR ENVIRONMENT-75 mm (3 in) retractable seatbelt-Interior cab lighting, door and dome-Automatic temperature control-Interior rearview mirrors (2)-Cab, enclosed ROPS/FOPS pressurized-Lunch box storage-and sound suppressed-Operator warning system indicators-Cup holders-Radio ready speakers-External heated mirrors with lower-Rear window defrost, electric-parabolic-Seat mounted electronic implement-Ground level cab door release-controls, adjustable-Gauges-Sliding glass on the side windows--Digital hour meter, odometer and-Column mounted multi function control-tachometer--lights, wipers, turn signal--Digital ground speedometer and-Suspension seat, fabric-direction indicator-Tilt and telescope steering wheel--Engine coolant temperature gauge-Tinted front glass--Fuel and Diesel Exhaust Fluid level-Wet arm wiper/washer, 2-speed and-indicator-intermittent, front--Hydraulic oil temperature gauge-Wet arm wiper washer, rear-Hydraulic control lockout

OTHER STANDARD EQUIPMENT-Large-access enclosure doors with-Remote mounted lubrication points-adjustable close/open force-Vandalism protection--Parallel lift loader linkage-lockable compartments-Recovery hitch with pin

MACHINE SPECIFICATIONS

Description

926M QC BK 60FKS LS

Available to ADSD-N from the Clayton PDC.

430-2805 926M WHEEL LOADER

430-2945 PREP PACK, NORTH AMERICA

430-2823 HYD,3V,COUPLER READY,STD LIFT

430-2996 STEERING, STANDARD

333-6526 DIFFERENTIAL,LIMITED SLIP REAR

430-2855 ENVIRONMENT, STANDARD

430-2992 WEATHER, COLD START 120V

423-7162 CAB, DELUXE

423-7201 SEAT, DELUXE

372-1868 RADIO, BLUETOOTH, AUX, MIC

366-8148 FENDERS, STANDARD

348-2579 COUNTERWEIGHT, HEAVY

430-2859 RIDE CONTROL

377-5635 CAMERA, REAR VIEW

377-5627 LIGHTS, AUX, HALOGEN/HALOGEN

430-2977 QUICK COUPLER, FUSION

454-0589 PRODUCT LINK

PACK, DOMESTIC TRUCK

INLAND FREIGHT

SHIPPING/STORAGE PROTECTION

KIT,SERIALIZED TECHNICAL MEDIA

LANE 1 ORDER

BUCKET 122" 2.5YD3 MP

TIRES, 20.5R25 MX XTLA * L2

INSTRUCTIONS, ANSI, US

ENGINE AR

FORKS, 60" CONSTRUCTION

PRODUCT LINK, CELLULAR PL641

AUTO LUBE SYSTEM

Sell Price	\$174,952
Ext Warranty	Included
After Tax Balance	\$174,952

WARRANTY

Standard Warranty: 12 Month/1,500 Hour Standard Warranty

Extended Warranty: 7 years/10,000 Powertrain + Hydraulics

F.O.B/TERMS

Heavy Columbia

Accepted by _____ on _____

Signature



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

David L. Thomas, Purchasing Director

dthomas@bcgov.net, 843.255.2350

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

SUBJ: Request to Purchase Landscaping Dump Truck from State Contract for Beaufort County's Public Works Department

DATE: January 19, 2016

BACKGROUND: The Purchasing Department received a request from the Director of Public Works to purchase one 2014 Terrastar SFA 4x4 International Landscaping Dump Truck (Demo) from a State contract vendor. The new equipment is a replacement for a Ford F250 Diesel Pick-up (Asset #23567) assigned to the Public Works Department, with over 244,000 miles of operation. The department utilizes the truck to pull the Savannah Grader to maintain dirt roads and to transport materials. The old vehicle will be sold on GovDeals.

STATE CONTRACT VENDOR INFORMATION:

COST

Carolina International Trucks, Inc., Columbia, SC

\$63,557.85*

*Price includes all applicable taxes, delivery, dump subframe and accessories listed in the attachments to this memo from W & W Body Builders of Columbia, Inc.

dt **FUNDING:** Account #40090011-54213-2014 Bonds, Specialized Capital Equipment-PW, with an available balance of \$64,324.

FOR ACTION: Public Facilities Committee meeting on January 19, 2016.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve the contract award of \$63,557.85 to purchase the 2014 Terrastar Dump Truck from the aforementioned vendor in support of Public Works operations.

Attachment: Pricing Information

cc: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*
Eric Larson, Director, Environmental Engineering Division *EL*
David Wilhelm, Director, Public Works Department *DW*



TERRASTAR SFA 4x4

Sales Proposal For:

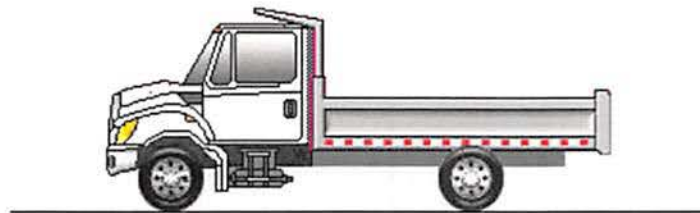
Beaufort County Public Works

Presented By:

CAROLINA INTERNATIONAL TRUCKS, INC

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

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



Model Profile
2014 TERRASTAR SFA 4x4 (TR005)

APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500 Calc. Geared Speed: 85.2 MPH
DIMENSION:	Wheelbase: 158.00, CA: 83.60, Axle to Frame: 49.00
ENGINE, DIESEL:	{MaxxForce 7} EPA 2010, 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2800 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1350_RDS} 4th Generation Controls; Close Ratio, 5-Speed, with Overdrive; with PTO Provision, Includes Park Pawl, Less Retarder, with 19,500-lb GVW & 30,000-lb GCW Max. on/off hwy
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT DRIVING:	{Dana Spicer 70-273} Single Reduction, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S110} Single Reduction, With Offset Housing; 13,500-lb Capacity, 160 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional
TIRE, FRONT:	(2) 225/70R19.5 XZE (MICHELIN) 646 rev/mile, load range F, 12 ply
TIRE, REAR:	(4) 225/70R19.5 XZE (MICHELIN) 646 rev/mile, load range F, 12 ply
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 13,500-lb Capacity
PAINT:	Cab schematic 100TA Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>List</u> (US DOLLAR)
Base Chassis, Model TERRASTAR SFA 4x4 with 158.00 Wheelbase, 83.60 CA, and 49.00 Axle to Frame.	\$53,935.00
TOW HOOK, FRONT (2) Frame Mounted	\$73.00
SKID PLATE Steel, Frame Mounted, Protects the Transfer Case from the Ground	\$488.00
FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 7.375" x 3.079" x .312" (187.45mm x 78.2mm x 8.0mm) With Transition to 9.125" x 3.079" x .312" (231.8mm x 78.2mm x 8.0mm); Includes 1.2" (30mm) Drop Under Cab; 335.2" (8512.2mm) Maximum OAL	\$0.00
LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	\$29.00
BUMPER, FRONT Full Width, Aerodynamic, Steel, Chrome Plated, 0.118" Material Thickness	\$427.00
CROSSMEMBER, REAR, AF (1)	\$116.00
WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	\$0.00
AXLE, FRONT DRIVING {Dana Spicer 70-273} Single Reduction, 8,000-lb Capacity	\$0.00
AXLE, FRONT DRIVING, LUBE {EmGard 75W-90} Synthetic Oil; 1 thru 29.99 Pints	\$87.00
SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 8,000-lb Capacity; With Shock Absorbers	\$0.00
BRAKE SYSTEM, HYDRAULIC (TRW 355) Split System, With Three Channel ABS	\$0.00
BRAKE, PARKING (TRW) Drum-in-Hat Type; for Hydraulic Brake chassis; Activated by Lever in Cab; Mounted in Rear Wheels	\$0.00
BRAKES, FRONT, HYDRAULIC DISC (TRW) 15.35" x 1.54" Rotors; Dual 2.36" (60mm) Diam. Pistons	\$0.00
BRAKES, REAR, HYDRAULIC DISC (TRW) 15.35" x 1.54" Rotors; Dual 2.36" (60mm) Diam. Pistons	\$0.00
STEERING COLUMN Tilting and Telescoping	\$328.00
STEERING WHEEL 2-Spoke, 18" Diam., Black	\$0.00
STEERING GEAR {Sheppard MD83} Power	\$0.00
EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Left Side Back of Cab; Includes Horizontal Tail Pipe	\$0.00
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
HORN, ELECTRIC (2)	\$20.00
POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
ALTERNATOR {Leece-Neville LBP2224H} Brush Type; 12 Volt 120 Amp. Capacity, Pad Mount	\$151.00
BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$100.00
BATTERY SYSTEM (International) Maintenance-Free (2) 12-Volt 1300CCA Total	\$57.00
RADIO (International) AM/FM Stereo With CD Player, Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers	\$474.00
JUMP START STUD Remote Mounted	\$0.00
ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	\$147.00
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
INDICATOR, LOW COOLANT LEVEL With Audible Alarm	\$0.00

<u>Description</u>	<u>List</u> (US DOLLAR)
STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch	\$0.00
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$99.00
GRILLE Molded, Dark Gray Color	\$0.00
FRONT END Tilting, Fiberglass, With Three Piece Construction	\$0.00
PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
CLUTCH Omit Item (Clutch & Control)	\$0.00
ENGINE, DIESEL {MaxxForce 7} EPA 2010, 300 HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2800 RPM Governed Speed, 300 Peak HP (Max)	\$0.00
FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On	\$101.00
RADIATOR Aluminum; 2-Row, Cross Flow, Side-by-Side System, 697 SqIn Louvered, With 225 SqIn CAC, With In-Tank Oil Cooler	\$0.00
AIR CLEANER With Service Protection Element	\$0.00
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce and Navistar post 2007 Emissions Electronic Engines	\$45.00
FEDERAL EMISSIONS for 2010; MaxxForce 7 Engines	\$0.00
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	\$0.00
EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	\$0.00
OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	\$0.00
TRANSMISSION, AUTOMATIC {Allison 1350_RDS} 4th Generation Controls; Close Ratio, 5-Speed, with Overdrive; with PTO Provision, Includes Park Pawl, Less Retarder, with 19,500-lb GVW & 30,000-lb GCW Max. on/off hwy	\$738.00
TRANSFER CASE {Fabco TC-28} Two-Speed, Gear Drive, 3,600 lb-ft Capacity with Electric Shifting Controls, without PTO Provision	\$0.00
TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints	\$50.00
WIRING, TRANS, BODY BUILDER Installed Wiring for Transmission/PTO Controls, for Allison 1000, 2000, 2100, 2200, 2400, 2500 Series Transmission	\$24.00
TRANSMISSION OIL Synthetic; 20 thru 28 Pints	\$0.00
SHIFT CONTROL PARAMETERS Allison Load Based Shift Schedules (LBSS)	\$0.00
DIFFERENTIAL, LOCKING {Dana Spicer Truetrac} Torque Proportioning Limited Slip	\$1,124.00
AXLE, REAR, SINGLE {Dana Spicer S110} Single Reduction, With Offset Housing; 13,500-lb Capacity, 160 Wheel Ends . Gear Ratio: 4.30	\$72.00
SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 13,500-lb Capacity	\$16.00
AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 1 thru 29.99 Pints	\$92.00
FUEL TANK Top Draw; Rectangular, Steel; 15" Tank Depth, 40 U.S. Gal., 151 L Capacity, Includes Fuel Filler Assembly and Vent Hosing, Mounted Between Frame Sidemembers and Behind Rear Axle	\$0.00

<u>Description</u>	<u>List</u> (US DOLLAR)
FUEL FILTER With Heater	\$253.00
FLOOR COVERING Transmission Cover, Floor Mats and Seal DO NOT ORDER-FOR FACTORY USE ONLY	\$0.00
CAB Conventional	\$0.00
GAUGE CLUSTER English With English Electronic Speedometer	\$0.00
GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel	\$30.00
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
SEAT, DRIVER (National 2000) Self Contained with Compressor, High Back with Integral Head Rest, Vinyl, Isolator, Mechanical Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	\$259.00
SEAT, TWO-MAN PASSENGER (Gra-Mag) Vinyl, Less Under Seat Storage Compartment	\$331.00
MIRRORS (2) (Lang Mekra) Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing	\$148.00
ARM REST, RIGHT, DRIVER SEAT	\$39.00
AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster	\$823.00
INSTRUMENT PANEL Center Section, Flat Panel	\$0.00
HVAC FRESH AIR FILTER	\$14.00
STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	\$25.00
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
CAB INTERIOR TRIM Deluxe	\$0.00
MODESTY PANEL Molded, Dark Gray Color	\$0.00
WHEELS, FRONT DISC; 19.5" Painted Steel, 10-Stud (225mm BC) Hub-Piloted, Flanged Nut, Metric Mount, 6.00 DC Rims; With Steel Hubs	\$0.00
WHEELS, REAR DISC; 19.5" Painted Steel, 10-Stud (225mm BC) Hub-Piloted, Flanged Nut, Metric Mount, 6.00 DC Rims; With Steel Hubs	\$0.00
(2) TIRE, FRONT 225/70R19.5 XZE (MICHELIN) 646 rev/mile, load range F, 12 ply	\$218.00
(4) TIRE, REAR 225/70R19.5 XZE (MICHELIN) 646 rev/mile, load range F, 12 ply	\$436.00
WHEEL SEALS, FRONT (Chicago Rawhide Nitrile) for Oil Lubricated Wheel Bearings	\$31.00
WHEEL BEARING, FRONT, LUBE (EmGard 50W) Synthetic Oil	\$25.00
Total of Product Features	\$61,573.00
Services Section:	
WARRANTY TerraStar Standard 36 Month/36,000 Miles	\$0.00
SERVICES, TOWING (Navistar) To 48-Month/125,000 Miles (200,000 km), 4500 Hours; Service Call to the Vehicle or Towing to the Nearest International Dealership for a Non-Drivable Unit in Conjunction with an International Warrantable Failure; \$250 (USA) Maximum Benefit per Incident	\$220.00
Total of Service Features	\$220.00
Total List Price Including Options:	\$61,793.00

INTERNATIONAL*

Vehicle Specifications
2014 TERRASTAR SFA 4x4 (TR005)

January 12, 2016

Description

List
(US DOLLAR)

W&W BODY COMPANY - 12' DUMP BODY WITH 24" PERMA SIDES PLUS EQUIPMENT.

\$10,010.00

Total Body Allied:

\$10,010.00

New Tires

\$450.00

Total Goods Purchased:

\$450.00

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$63,557.85
Memo Item(s):		
Total Taxes:	\$300.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note the following -

THIS QUOTE INCLUDES SOUTH CAROLINA SALES TAX OF \$300.00

THIS QUOTE INCLUDES BODY QUOTE FROM W&W BODY COMPANY IN THE AMOUNT OF \$10,010.00 (NEW 2016 PRICING)

THIS UNIT BEING SOLD AT CHASSIS INVOICE PRICE, PER AGREEMENT WITH BEAUFORT COUNTY. FINAL PRICING BASED OFF SOUTH CAROLINA STATE CONTRACT # 4400009448

DELIVERY FEE IS WAIVED

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

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

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

Official Title and Date

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



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

David L. Thomas, Purchasing Director
dthomas@bcgov.net, 843.255.2353

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

SUBJ: Request for Proposals (RFP) #120315TE, Traffic Sign Operations Truck for the Beaufort County Transportation Engineering Department

DATE: January 19, 2016

BACKGROUND: The Purchasing Department received two proposals from two qualified vendors on December 3, 2015, for the Transportation Engineering Department. The vehicle is a replacement for the existing sign truck which is a 2001 Ford F-350 Super Duty with 169,274 miles. Transportation Engineering utilizes this truck to install, maintain and repair traffic control and street name signs throughout the County. The addition of a scissor type lift will assist Transportation Engineering in the repair and maintenance of traffic signals. Added towing capabilities will allow the truck to assist in work zone traffic control activities. The addition of these two features will increase the utilization of this truck for a variety of Transportation Engineering tasks where the existing truck has limitations. The existing truck will be transferred to Public Works for use as a mobile welding station.

VENDOR INFORMATION:

COST

- | | |
|--|-----------|
| 1. STAMM Manufacturing, Fort Pierce, FL | \$121,410 |
| 2. ALTEC Industries, Inc., Creedmoor, NC | \$137,546 |

AT **FUNDING:** Vehicle purchase would be funded by:
2016 Vehicle Purchases Acct #10001241-54000 with a balance of \$100,000 utilizing \$100,000, SCDOT Maintenance Acct #10001242-51991 with a balance of \$20,042.90 utilizing \$18,000, and SCDOT Operations Acct #10001242-51995 with balance of \$3,449.78 utilizing \$3,410.

FOR ACTION: Public Facilities Committee meeting on January 19, 2016

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$121,410 to purchase one Sign and Lift Truck from the aforementioned vendor in support of Transportation Engineering operations.

Attachment: Committee Evaluation Summary

cc: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*
Colin Kinton, Director, Transportation Engineering Division *CK*





12/04/2014



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator *JG*
Alicia Holland, Assistant County Administrator for Finance *AH*
Monica Spells, Assistant County Administrator for Civic Engagement *Spells*
Dave Thomas, Purchasing Director *DT*

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

SUBJ: **IFB # 010716E - Construction of 3 Turning Lanes on SC 170**

DATE: January 8, 2016

BACKGROUND. Beaufort County received bids on 1/7/16 for the construction of 3 right turn lanes on SC 170 immediately south of the intersection of SC 170 and Bluffton Parkway. Construction of these 3 lanes is a result of the right of way settlement issued 2/13/13 and is included in attachment 1. The following contractors submitted bids.

<u>PROPOSER</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Lane Construction Corporation	Beaufort, SC	\$384,887.65
Preferred Materials, Inc.	Savannah, GA	\$492,944.16

An analysis of Lane Construction bid prices revealed no apparent cause for rejecting their bid. Therefore, Lane Construction Corporation is the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Participation Ordinance. Therefore, it is recommended that the subject bid be awarded to Lane Construction Corporation in the amount of \$384,887.65. Staff is requesting a 10% project contingency of \$38,488. Total project budget is \$423,375.65.

AH **FUNDING.** SC 170 Widening Sales Tax Project with available budget remaining of \$500,000.

FOR ACTION. Public Facilities Committee Meeting on January 19, 2016.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of a contract award to Lane Construction Corporation for the construction of the 3 right turning lanes on SC 170 in the amount of \$384,887.65 funded by the SC 170 Widening Sales Tax Project budget.

JRM/AA/mjh

- Attachments:
- 1) Right of Way Settlement Agreement
 - 2) Location Map
 - 3) Bid Recap Sheet
 - 4) SMB Bid Compliance Review

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **SETTLEMENT AGREEMENT**

February This Settlement Agreement ("Settlement Agreement") is entered into the 13 day of ~~January~~, 2013, by and between County of Beaufort (the "Plaintiff") and Parcel 8A, LLC, Parcel 8B, LLC and Synovus Bank f/k/a NBSC (together the "Defendants"). ✓

WHEREAS, Condemnation Actions styled as follows were filed:

1. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04315, SC Route 170, Tract 65;
2. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04320, SC Route 170, Tract 65A;
3. County of Beaufort v. Parcel 8A, LLC and Synovus Bank Mortgagee, Case #2012-CP-07-1282, SC Route 170, Tract 67;
4. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04311, SC Route 170, Tract 68;
5. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04319, SC Route 170, Tract 68A,
6. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04318, SC Route 170 Tract 68B;
7. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04316, SC Route 170 Tract 68C;
8. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04309, SC Route 170, Tract 68D; and
9. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04321, SC Route 170, Tract 69.

WHEREAS, the parties are desirous of settling their differences by way of the Settlement Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein below and other good and valuable consideration the receipt of which is hereby acknowledged it is agreed between the parties as follows:

1. **DESIGN CHANGES**. The Plaintiff has agreed with Parcel 8A, LLC and Parcel 8B, LLC to certain design changes in the construction of additional lanes for access points, median cuts, and acceleration/deceleration lanes, for South Carolina Highway 170 in Beaufort County, South Carolina. Such changes are shown on the attached **Exhibit I** labeled SCDOT Encroachment Permits 108200 (Access 3), 108238 (Access 4) and 5-07-11-0077-95371 (Access 5). The changes shown on the Encroachment Permits include, the construction of conduits as detailed on the attached **Exhibit I-A**, construction of access points off of South Carolina Highway 170 as shown on

Exhibit I-B and shall also take into account the fact that the Encroachment Permits must be modified to reflect a four (4) lane rather than a two (2) lane highway including necessary median cuts with turn lanes on Access 4 (all of the above to be known as "Design Changes"). Plaintiff shall amend their construction plans to reflect the Design Changes and shall construct the Roadway in accordance with the Design Changes. Said construction of the Design Changes shall take place at the same time the County constructs all other South Carolina 170 Highway improvements;

2. LAWTON STATION IMPROVEMENT. Plaintiff further agrees to reconstruct any and all improvements located at the entrance at Lawton Station (Tract 67) that it may damage in the construction and the widening of South Carolina Highway 170. This includes monuments, signage, landscaping, etc.;
3. CONVEYANCE. Parcel 8A, LLC and Parcel 8B, LLC shall convey by deed or otherwise to Beaufort County the following properties (together defined as the "property"):
 - a. Tract 65:TMS #R610-028-000-0920
 - b. Tract 65A:TMS #R610-028-000-03921
 - c. Tract 67:TMS #R610-028-000-0023
 - d. Tract 68:TMS #R610-028-000-0918
 - e. Tract 68A:TMS #R610-028-00-3923
 - f. Tract 68B:TMS #R610-028-000-3924
 - g. Tract 68C:TMS #R610-028-000-0920
 - h. Tract 68D:TMS #R610-028-000-3926
 - i. Tract 69:TMS #R610-028-000-1106

Said Property in the aggregate total approximately 2.040 acres, said Property shall be transferred and conveyed free and clear any and all mortgage liens;


4. PAYMENT. Plaintiff shall pay to Parcel 8A, LLC and Parcel 8B, LLC the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00). Defendants shall pay Four Hundred Twenty-Eight Thousand Eight Hundred Forty and No Dollars (\$428,840.00) to Beaufort County to pay for the construction items set forth in Paragraph 1 and the related exhibits;
5. SUCCESSORS AND ASSIGNS. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, represented successors and assigns;
6. SEVERABILITY. Each provision of this Settlement Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever such ruling shall not affect the enforceability of the remainder of this Agreement; and

7. COUNTERPARTS. This Settlement Agreement may be executed in any number of Counterparts each of which when so executed and delivered shall be an original but all of which shall constitute one in the same instrument.
8. RELEASE. That for and in the consideration of the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00), plus any accrued interest to the undersigned in hand paid by the County, receipt of which is hereby acknowledged, the Landowners, for themselves, their heirs, administrators, executors, and assigns, do hereby acknowledge the aforesaid sum as payment in full for the just compensation to them as a result of the aforesaid condemnation and acquisition by the County, and do hereby release, acquit and forever discharge the State of South Carolina, its agencies, departments, institutions, boards and commissions, and officials, agents or employees thereof or successors thereto, and particularly Beaufort County from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of whatsoever kind of nature, arisen, arising, or to arise from or because of necessary for the construction of the SC 170 Road Project in Beaufort County, South Carolina as described in the Condemnation Notices and Tenders of Payment. Notwithstanding the above, Landowners specifically do not release the County from the following matters: (i) any and all matters relating to Tract 70, and; (ii) matters relating to the construction obligations of the County as set forth herein related to, without limitation, median cuts, accel-decel lanes, etc. on the tracts which are the subject of this release.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed as of the effective the 13th day of ~~January~~, 2013.
February

WITNESSES:



Monica Shwartz

PARCEL 8A, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

By: 

Thomas R. Zinn, Manager



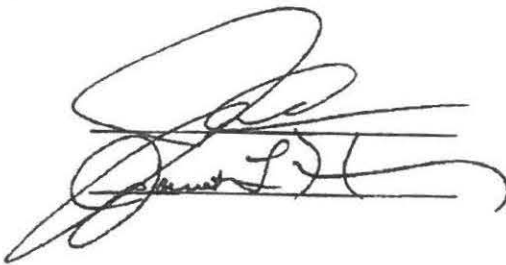
Monica Shwartz

PARCEL 8B, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

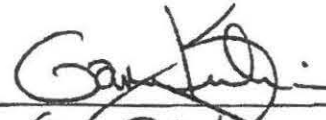
By: 

Thomas R. Zinn, Manager



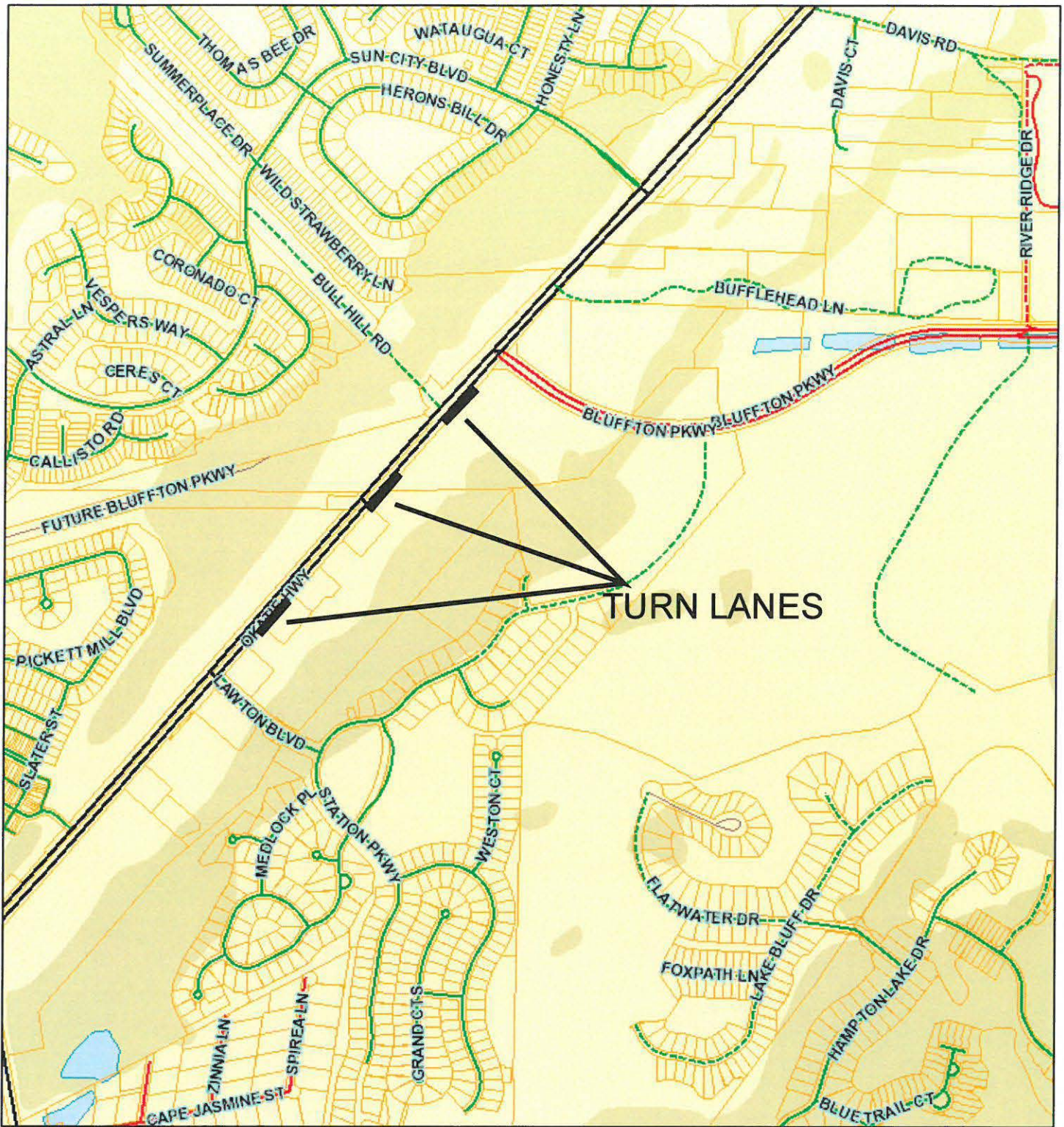
Gary T. Kubice

BEAUFORT COUNTY



By: Gary T. Kubice
Its: County Administrator

PROPOSED TURN LANES ON SC 170



January 14, 2016

1:13,926

Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

--- PRIVATE, UNDETERMINED

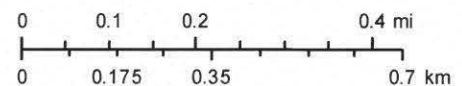
— TOWN, PAVED

--- TOWN, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED

□ Parcels



CONSTRUCTION OF THREE TURNING LANES ON SC 170				Lane Construction Inc		Preferred Materials Inc	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ESTIMATE PRICE	UNIT PRICE	ESTIMATE PRICE
1031000	MOBILIZATION	1	LS	48,500.00	\$48,500.00	94,000.00	\$94,000.00
1050800	CONST. STAKES, LINES & GRADES	1	LS	14,650.00	\$14,650.00	11,340.00	\$11,340.00
1071000	TRAFFIC CONTROL	1	LS	40,250.00	\$40,250.00	40,000.00	\$40,000.00
2015010	SELECTED CLEARING & GRUBBING	0.28	ACRE	45,000.00	\$12,600.00	20,000.00	\$5,600.00
2031000	UNCLASSIFIED EXCAVATION	200	CY	58.15	\$11,630.00	73.00	\$14,600.00
2033000	BORROW EXCAVATION	587	CY	20.00	\$11,740.00	73.00	\$42,851.00
3050108	GRADED AGGR.BASE COURSE-8"UNIF	2,183	SY	27.35	\$59,705.05	39.40	\$86,010.20
3069900	MAINTENANCE STONE	40	TON	87.20	\$3,488.00	37.40	\$1,496.00
4011004	LIQUID ASPHALT BINDER PG64-22	29	TON	475.00	\$13,775.00	571.00	\$16,559.00
4020320	H/M ASPH.INTERMEDIATE CR.TYPE B	328	TON	125.00	\$41,000.00	125.00	\$41,000.00
4030320	H/M ASPH.SURF.CR. TYPE B	218	TON	138.50	\$30,193.00	125.00	\$27,250.00
6051120	PERMANENT CONSTRUCTION SIGNS - SCHEME C	152	SF	11.65	\$1,770.80	6.30	\$957.60
6271005	4" WH.BRKLINE THERMO -90 MIL.	244	LF	2.55	\$622.20	2.30	\$561.20
6271010	4" WH.SLD LNE PVT EL TH-90 ML	2,444	LF	1.45	\$3,543.80	1.31	\$3,201.64
6271015	8" WH. SLDLNES THERMO.-125 MIL	360	LF	2.35	\$846.00	2.10	\$756.00
6271024	24"X36"WH.TRI.YIELD BAR THERMO	14	LF	34.90	\$488.60	31.50	\$441.00
6271025	24" WH.SLDLNES THERMO-125 MIL.	221	LF	7.00	\$1,547.00	6.30	\$1,392.30
6271030	WHITE SGL ARROWS THERMO-125MIL	8	EA	75.60	\$604.80	69.00	\$552.00
6271035	WH.WORD MESS"ONLY"-THERMO-125M	3	EA	116.30	\$348.90	105.00	\$315.00
6271074	4"YEL.SLD.LNES.- THERMO. 90MIL	377	LF	1.45	\$546.65	1.31	\$493.87
6510105	FLAT SHEET, TYPE III, FIXED SIZE	42	SF	29.10	\$1,222.20	17.85	\$749.70
6531210	U-SEC.POST FOR SGN SUPP. - 3P	72	LF	17.45	\$1,256.40	7.35	\$529.20
6750224	4.0" SCHEDULE 40 PVC CONDUIT	581	LF	11.65	\$6,768.65	17.40	\$10,109.40
6750232	6.0" SCHEDULE 40 PVC CONDUIT	290	LF	11.65	\$3,378.50	28.40	\$8,236.00
7141113	18" RC PIPE CUL.-CLASS III	292	LF	63.95	\$18,673.40	64.70	\$18,892.40
7142553	18"RCP-CL3-AASHTO M315-BEV.END	4	EA	872.10	\$3,488.40	1,412.00	\$5,648.00
7142555	30"RCP-CL3-AASHTO M315-BEV.END	1	EA	1,396.00	\$1,396.00	5,135.00	\$5,135.00
7197120	ADJUST MANHOLE	1	EA	1,162.80	\$1,162.80	1,738.00	\$1,738.00
7203210	CONC.CURB & GUTTER(2'-0")	1,285	LF	20.95	\$26,920.75	31.50	\$40,477.50
8100100	PERMANENT COVER	0.89	ACRE	814.61	\$725.00	3,360.00	\$2,990.40
8153000	SILT FENCE	2,705	LF	8.15	\$22,045.75	3.35	\$9,061.75
	TOTAL BID FOR CONSTRUCTION				\$384,887.65		\$492,944.16

Bid Certification

Audun Attekon 1-13-16

Signature & Date



Small and Minority Business Bid Compliance Review of Good Faith Efforts
 Construction of Three Turning Lanes – IFB #010716E

Prime Bidder/Proposer		Lane Construction	* Preferred Materials			
1	Included Completed Good Faith Efforts Checklist Form	1	n/a			
2	Requested Beaufort County SMBE Vendor List	1	n/a			
3	Included Copy of Written Notice to SMBE	1	n/a			
4	Provided Proof of Sending Written Notice to SMBE	1	n/a			
5	Sent Bid Notice to SMBE 10 Days in Advance	1	n/a			
6	Included Copy of Written Notice to Good Faith Agencies	1	n/a			
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	n/a			
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	n/a			
9	Included Completed Outreach Documentation Log (Exhibit 2)	1	n/a			
10	Included Completed Proposed Utilization Plan (Exhibit 3)	1	n/a			
Total		10	n/a			

* The bidder submitted a notarized affidavit for 100% self-performance on the project, so good faith efforts documentation does not apply.

Lane Construction (Beaufort, SC)
 Preferred Materials (Savannah, GA)

Total of 10 Possible Points

Scoring:
 0 = No
 1 = Yes



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

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

SUBJ: **SCDOT Oversight Services – 4th Quarter FY 2015**

DATE: January 11, 2016

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

Beaufort County has received the following invoice for QA activities on the Bluffton Parkway Phase 5A Segment 2 - US 278 Flyover Bridges construction.

<u>Invoice #</u>	<u>QA Period</u>	<u>Bluffton Pkwy Services Total</u>
419440	4th Qtr FY 2015	\$ 59,683.89

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

Acct 33401-54500 Bluffton Pkwy Phase 5 with an available fund balance of \$2,315,450 at 11/30/15.

FOR ACTION. Public Facilities Committee Meeting on January 19, 2016.

RECOMMENDATION. That the Public Facilities Committee approve payment of the SCDOT 4th Quarter FY 2015 oversight services for the Bluffton Parkway Phase 5A Segment 2 totaling \$59,683.89.

JRM/mjh

Attachment: SCDOT Invoice #419440



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

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

CUSTOMER	BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice No.: 419440
		Invoice Amount.: \$84,144.67
		Invoice Date: 10/23/2015
		Past Due After: 11/22/2015
		Damage Claim:

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

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

INVOICE	Quantity	Item	Unit Cost	Amount
		Q4 FISCAL YEAR 2015 SUPPORTING DOCUMENTATION ATTACHED		\$ 84,144.67
		Bluffton Parkway Phase 5 - \$59,683.89 SC 170 - \$24,460.78		
			Total:	\$84,144.67

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

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



PAYMENT	Remit to: SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-191	Customer: BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice No.: 419440
			Invoice Date: 10/23/2015
			Total Amount Due
			\$84,144.67

Total Expenditures

BEAUFORT COUNTY SALES TAX
FY2015

SCDOT PROJECT #	File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
0700A036936A	07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
0700A036938A	07.36938A	SC 170 Widening	24,460.78	22,308.35	27,935.46	20,612.56	95,317.15	171,204.17	266,521.32
0700A036939A	07.36939A	Boundary Street Improvements	-	-	386.08	51.85	437.93	20,034.42	20,472.35
0700A036940A	07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
0700A036941A	07.036941A	Ribaut Road Improvements	-	-	-	-	-	75,251.83	75,251.83
0700A036942A	07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	350,831.89	350,831.89
0700A036943A	07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
0700A036944A	07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	216,844.55	216,844.55
0700A0041794	07.041794	Bluffton Parkway 5A (Seg 2)	59,683.89	20,751.75	23,399.41	48,073.68	151,908.73	134,651.04	286,559.77
			<u>\$ 84,144.67</u>	<u>\$ 43,060.10</u>	<u>\$ 51,720.95</u>	<u>\$ 68,738.09</u>	<u>\$ 247,663.81</u>	<u>\$ 979,958.94</u>	<u>\$ 1,227,622.75</u>

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

Invoice #
Payment Received

4th Quarter

File #	Project Name	April - June					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	4,403.75			14,536.00	5,521.03	\$ 24,460.78
07.36939A	Boundary Street Improvements						\$ -
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.36942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	4,352.40		32,292.35	17,046.00	5,993.14	\$ 59,683.89
	Total	\$ 8,756.15	\$ -	\$ 32,292.35	\$ 31,582.00	\$ 11,514.17	\$ 84,144.67
	4th Quarter Grand Total						<u>\$ 84,144.67</u>



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKUBIC*
Thomas Keaveny, County Attorney *OK*

FROM: Robert McFee, PE, Division Director for Construction Engineering & Facilities *JRM/ta*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way
Condemnation Request – Albertha Fields Circle, Big Estate, Sheldon**

DATE: December 15, 2015

BACKGROUND. Albertha Fields Circle is a 0.41 mile dirt road located off Booker T. Washington Circle in the Big Estate community. Public Works has maintained this road for over 20 years. Albertha Fields Circle was ranked 26th on the FY 14/15 – FY 16/17 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County must have a deeded 50 – foot right of way before the road can be advertised for a dirt road paving contract. Beaufort County does not own the right-of-way, nor does it have an easement for Albertha Fields Circle. Staff has followed the current process to try and obtain deeds for right of way.

Staff efforts to date to obtain right of way for Albertha Fields Circle include obtaining a contractor to perform a field survey, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with this process has been approximately six months. After sending two written requests, the Engineering Department has obtained 5 of 9 signed right of way deeds. Two of the property owners have not responded. Two other parcels are heirs properties which will require condemnation in order to ensure a marketable title. Condemnation of these four remaining parcels will be necessary to complete the right-of-way effort for Albertha Fields Circle. All of the other resident owners of Albertha Fields Circle have provided full support for its improvements.

The Engineering Department recommends approval for condemnation of the remaining four right of way parcels on Albertha Fields Circle in order to facilitate paving of the road.

FOR ACTION. Public Facilities Committee on January 19, 2016.

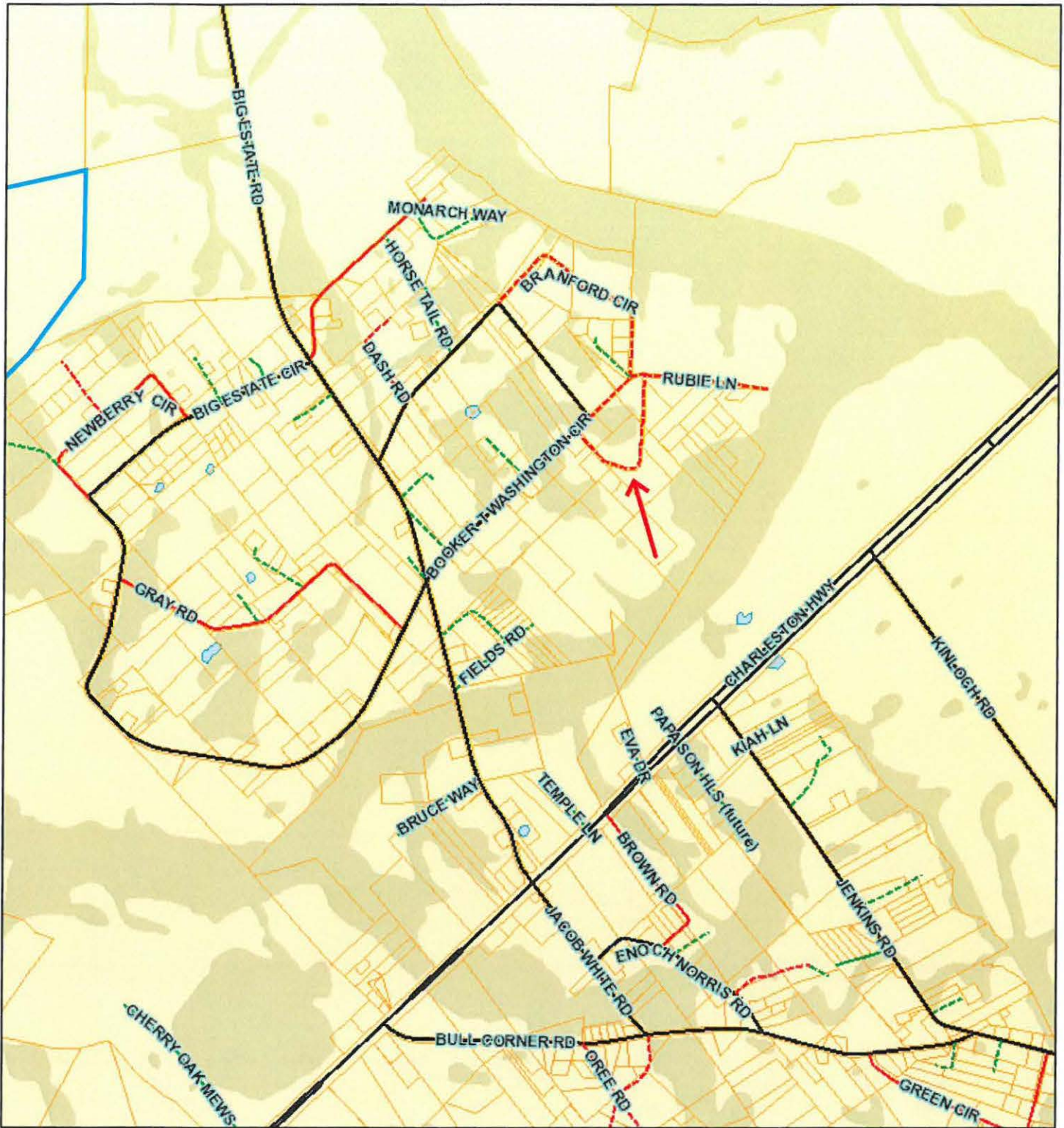
RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council the condemnation of the four remaining right-of-way parcels needed on Albertha Fields Circle in order to improve the dirt road in a future dirt road paving contract.

JRM/EK/mjh
EL

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

cc: Eric Larson

ALBERTA FIELDS CIRCLE

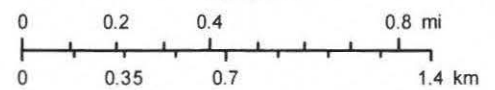


December 16, 2015

1:25,892

Road Classifications

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



Final Request. Response Required.

April 20, 2015

Oliver F. Carr
58 Albertha Fields Circle
Yemassee, SC 29945

Re: Albertha Fields Circle --- Right-Of-Way Acquisition

Tax Map #: R700 015 000 0170 0000

Dear Mr. Carr:

Albertha Fields Circle is dirt road that abuts and/or traverses your property which is referenced above by Tax Map#. In order for Beaufort County to legally maintain and improve dirt roads, we must ensure that the road is within the public domain and not private property. Per County ordinance we are compelled to secure a 50'-wide road right-of-way (generally 25 feet on each side of the existing roadway centerline) from the adjacent property owners for the purpose of maintenance and safety. The 50' right-of-way allows the County to expend public funds on the road.

Our road survey indicates that the County must acquire a 0.213 acre (9,264 SF) portion of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey this strip of land to the County using the enclosed quitclaim deed. The area to be conveyed is shown in Exhibit "A" of the deed.

If you want Albertha Fields Circle to continue to be maintained by Beaufort County, we ask that you:

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

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

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

Sincerely,

Robert McFee, PE
Director of Facilities and Construction Engineering

JRM/EWK/cvs

Enclosures: Deed, Map

ALBERTHA FIELDS CIRCLE					
Owner 1	Parcel Number	Address	City	State	ZIP Code
CHERYL L BAILES-CARR & SAM CARR	R700 015 000 0043 0000	4734 STREETER RD	MANTUA	OH	44255
LAURIS GADSON BAKER	R700 015 000 0042 0000	930 DUNCAN ST	BRONX	NY	10469
HRS OF OLIVER BROWN % PRIMUS BROWN	R700 015 000 044A 0000	32 AIKEN ST	CHARLESTON	SC	29403-5635
ORVAL F CARR	R700 015 000 0170 0000	58 ALBERTHA FIELDS CIR	YEMASSEE	SC	29945
COLONIAL PROPERTIES INC	R700 015 000 0044 0000	PO BOX 508	KINGSTREE	SC	29556-0508
HELEN MANIGAULT GREEN, SHAKOIYA T GREEN	R700 015 000 040B 0000	6 ALBERTHA FIELDS CIR	YEMASSEE	SC	29945
ERIC R and HOLLIE K STRUXNESS JTROS	R700 015 000 043A 0000	48 BRASSTOWN WAY	Beaufort	SC	29906-6035
JAMES and RODNELLE WHITE	R700 015 000 0040 0000	1054 OTTER CIR	BEAUFORT	SC	29902
HRS OF WILLIAM WHITE JR % JAMES R WHITE	R700 015 000 0041 0000	263 CHARLESTON HWY	YEMASSEE	SC	29945-9801

Perryclear Bridge Replacement

- Contractor: United Infrastructure Group
- Contract Amount: \$907,000
- Total Project Budget/Expenditure: \$907,523
- Funding: \$1,000,000 2015 CIP Program
- Project Description: Design and build a replacement bridge over Mulligan Creek to serve the Perryclear Community in the Grays Hill area adjacent to MCAS Beaufort.





















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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

FROM: Robert McFee, PE, Division Director for Construction Engineering & Facilities *AKM Fa*

SUBJ: **Reallocation of 2015 CIP General Obligation (GO) Bond Funds from Perryclear Bridge Construction to HVAC Replacements**

DATE: January 11, 2016

BACKGROUND. On June 23, 2014, County Council approved Ordinance #2014/16 authorizing the issuance and sale of 2015 GO Bonds totaling \$17.1 million for various County capital projects. These projects included the replacement of the Perryclear Bridge at a funding cost of \$1 million and HVAC replacements at 9 County buildings at a funding cost of \$2,111,500.

The Perryclear Bridge replacement construction has been completed and accepted with a total expenditure of only \$907,523. In accordance with County policy on fund transfer approvals, it is requested that the remaining \$92,477 unused balance for Perryclear Bridge construction be applied to the HVAC replacement funding. The HVAC systems are presently in the design phase. It is anticipated that construction bids will be ready for advertising by the summer of 2016.

FOR ACTION. Public Facilities Committee on January 19, 2016.

AH **RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council the application of \$92,477 in 2015 GO Bond funds from the completed Perryclear Bridge replacement to the 9 HVAC replacement 2015 GO Bond funds. This action will increase the current HVAC replacement funding budget from \$2,111,500 to \$2,203,977.

JRM/mjh

Attachments: Ordinance 2014/16

cc: Mark Roseneau

ORDINANCE NO. 2014 / 16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Series 2014A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2014A Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2014A Bond or Series 2014A Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2014A Bond. Any Series 2014A Bond surrendered in exchange for a new registered 2014A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2014A Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2014A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2014A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2014A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2014A Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2014A Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2014A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2014A Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2014A Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2014A Bond or in the case of any proposed redemption of Series 2014A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2014A Bonds. In case any Series 2014A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2014A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Series 2014A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2014A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2014A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2014A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2014A Bond in lieu of which such duplicate Series 2014A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2014A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2014A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2014A Bonds. The Series 2014A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2014A Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2014A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2014A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2014A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2014A Bonds. The Series 2014A Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2014A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2014A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2014A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2014A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2014A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2014A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2014A Bonds to become includable in the gross income of the holders of the Series 2014A Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the "IRC") in effect on the date of original issuance of the Series 2014A Bonds. The County further covenants and agrees with the holders of the Series 2014A Bonds that no use of the proceeds of the Series 2014A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2014A Bonds would have caused the Series 2014A Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2014A Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Book-Entry System. The Series 2014A Bonds initially issued (the "Initial Series 2014A Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Series 2014A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2014A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2014A Bonds shall be issued in fully-registered form, one Series 2014A Bond for each of the maturities of the Series 2014A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2014A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2014A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2014A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2014A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2014A Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2014A Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2014A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of

any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2014A Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2014A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2014A Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2014A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2014A Bonds, Form of Notice of Sale. The Series 2014A Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2014A Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2014A Bonds so that it may be provided to the purchaser of the Series 2014A Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Series 2014A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including costs of issuance.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2014A Bonds, and such Series 2014A Bond or Series 2014A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2014A Bond or Series 2014A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2014A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2014A Bonds shall no longer be deemed to be outstanding hereunder, such Series 2014A Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the Code as such as may be amended from time to time.

(c) Such Series 2014A Bond or Series 2014A Bonds shall be defeased as provided in Section 11-14-110 of the Code as such may be amended from time to time.

SECTION 21. Reimbursement of Certain Expenditures. This Ordinance shall constitute the County’s declaration of official intent pursuant to Regulation §1.150-2 of the IRC to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary

Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to these projects will be the School District's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 22. Authorization to Issue General Obligation Bond Anticipation Notes; Delegation of Authority. Pursuant to Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, pending the issuance of the 2014A Bonds, County Council hereby authorizes the issuance of general obligation bond anticipation notes in an amount not to exceed \$17,100,000 (the "2014A Notes") for the purposes set forth in Section 1(e) herein and for costs of issuance of the 2014A Notes. In the event bond anticipation notes are issued, for the payment of principal of and interest on the 2014A Notes as they respectfully mature, there is hereby pledged the proceeds of the 2014A Bonds and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefore for the payment of the principal of and interest on the 2014A Notes. County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine (a) the amount of the Notes; (b) the date, time and method of sale of the Notes (c) whether the Notes will be book-entry or issued as a single fully-registered 2014A Note; (d) the maturity date and redemption provisions of the 2014A Notes; (e) the Registrar/Paying Agent for the 2014A Notes; (f) the form of the 2014A Note; (g) and such other details of the 2014A Notes as may be deemed advisable.

SECTION 23. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2014A Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest as financial advisor in connection with the issuance of the Series 2014A Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2014A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this 23rd day of June, 2014.

BEAUFORT COUNTY, SOUTH CAROLINA



Chair, County Council

(SEAL)

ATTEST:



Clerk, County Council

First Reading:	May 27, 2014, By Title Only
Second Reading:	June 9, 2014
Public Hearing:	June 23, 2014
Third and Final Reading:	June 23, 2014

Beaufort County Capital Improvements Program

Division	Need Location	Description	Total
Public Safety	Detention Center	Roof Replacement	750,000
Public Safety	Emergency Medical Services	Roof Replacement	350,000
Community Services	Bluffton Library	Roof Replacement	255,000
Community Services	PALS	Roof Replacement - Lind Brown	230,000
Administration	Law Enforcement Center	Roof Replacement	110,000
Community Services	PALS	Roof Replacement - Port Royal	72,000
Community Services	PALS	Roof Replacement - Port Royal	70,000
Community Services	PALS	Roof Replacement - Southside	22,000
Community Services	Hilton Head Island Library	HVAC Replacement	615,000
Administration	Human Services Building	HVAC Replacement	390,000
Community Services	Bluffton Library	HVAC Replacement	350,000
Community Services	Beaufort Library	HVAC Replacement	220,000
Community Services	PALS	HVAC Replacement - Lind Brown	180,000
Administration	Law Enforcement Center	HVAC Replacement	120,000
Administration	HHI Government Center	HVAC Replacement	115,000
Community Services	PALS	HVAC Replacement - Port Royal	85,500
Public Safety	Emergency Medical Services	HVAC Replacement	36,000
Eng and Infrastructure	Building Maintenance	Vehicles (2)	44,000
Eng and Infrastructure	Public Works-Drainage (North)	Vehicle	35,298
Eng and Infrastructure	Public Works-Road & Drainage (South)	Vehicle	30,000
Community Services	PALS	Vehicle Purchase	25,000
Public Safety	Emergency Medical Services	Ambulance	345,000
Eng and Infrastructure	Public Works-Drainage (North)	Motor Graders (2)	310,000
Eng and Infrastructure	Solid Waste and Recycling	Tire Truck	180,000
Eng and Infrastructure	Traffic Management	Signalization Upgrade	61,000
Public Safety	Mosquito & Control	Truck-Mounted Sprayers	31,744
Eng and Infrastructure	Public Works-Road & Drainage (South)	Tag Along Trailer	23,332
Eng and Infrastructure	Building Maintenance	Lawn Mowers (2)	14,895
Public Safety	Sheriff	Replacement of Microwaves	1,500,000
Management Info. Systems	MIS-Administration	SAN Purchase	300,000
Public Safety	Animal Shelter	Animal Shelter Complex	3,500,000
Community Services	PALS	Ball Field Light Replacement	185,000
Community Services	DSN	Old Miller Road	450,000
Community Services	PALS	Buckwalter Expansion (Impact Fee Payment)	5,000,000
Eng and Infrastructure	Perryclear Bridge	MCAS - Bridge Replacement	1,000,000
Airport Enterprise Fund	Hilton Head Island Airport	Various Capital Projects - Part of Master Plan	2,000,000
CIP GRAND TOTAL			19,005,769

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 GENERAL OBLIGATION BOND, SERIES 2014A

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Wells Fargo Bank, N.A., in the City of Atlanta, State of Georgia (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2014.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Series 2014A Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on June 23, 2014.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$17,100,000 (the "Series 2014A Bonds"). The proceeds of the Series 2014A Bonds will be used for the following purposes: (i) funding capital projects (the "Projects"); (ii) paying costs of issuance of the Series 2014A Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2014A Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2014A Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on June 23, 2014, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2014A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$17,100,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) funding capital projects (the "Projects") (ii) paying costs of issuance of the bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

§ _____ GENERAL OBLIGATION BONDS, SERIES 2014A,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), _____, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2013, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2014A, of the County (the "Series 2014A Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014A, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (843) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Series 2014A Bonds: The Series 2014A Bonds will be issued in fully-registered form. One Series 2014A Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2014A Bonds and each such Series 2014A Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2014A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014A Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2014A Bonds purchased. The winning bidder, as a condition to delivery of the Series 2014A Bonds, will be required to deposit the Series 2014A Bond certificates representing each maturity with DTC.

The Series 2014A Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2014; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2014A Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2014A Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2014A Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2014A Bonds. In order to calculate the yield on the Series 2014A Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2014A Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2014A Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Series 2014A Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Series 2014A Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Series 2014A Bonds offered, without taking into account any adjustment in the amount of the Series 2014A Bonds pursuant to this paragraph.

The Series 2014A Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2014A Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2014A Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2014A Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2014A Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2014A Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2014A Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2014A Bonds will be awarded to the bidder or bidders offering to purchase the Series 2014A Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2014A Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2014A Bonds, results in an

amount equal to the price bid for the Series 2014A Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2014A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Series 2014A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2014A of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Series 2014A Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2014A Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2014A Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2014A Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Series 2014A Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2014A Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2014A Bonds, stating the initial reoffering price of the Series 2014A Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2014A Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Series 2014A Bonds will be delivered on or about _____, 2014, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2014, is executed and delivered by Beaufort County, South Carolina (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Series 2014A Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2014A Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Series 2014A Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2014A

Bonds and the 9-digit CUSIP numbers for all Series 2014A Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2014A Bonds (including persons holding Series 2014A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2014A Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2014A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2014A Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2014A Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. "information provided to rating agency, credit/liquidity provider or other third party;"
 8. "consultant reports;" and
 9. "other financial/operating data."
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer's audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: "THE BONDS—Security;" "DEBT STRUCTURE—Outstanding Indebtedness;" and "CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County," "—Estimated

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2014A Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014A Bonds, or other material events affecting the tax status of the Series 2014A Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2014A Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2014A Bonds and the 9-digit CUSIP numbers for the Series 2014A Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2014A Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2014A Bonds, when the Issuer is no longer an obligated person with respect to the Series 2014A Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2014A Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2014A Bonds or under any other document relating to the Series 2014A Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2014A Bonds or any other party. The Disclosure Dissemination Agent shall

have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2014A Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2014A Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2014A Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2014A Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
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CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2014A Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc:

**EXHIBIT C-1
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

**EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

**EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

ADD-ONS

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

Topic: Inclusion of Capital Project Sales Tax Items - USC-Beaufort
Date Submitted: January 19, 2016
Submitted By: Alan Penu
Venue: Public Facilities Committee

Beaufort County Capital Sales Tax Funding

Dr. Al Panu

Chancellor, University of South Carolina
Beaufort

Beaufort County Council Public Facilities
Committee

USCB

UNIVERSITY OF SOUTH CAROLINA BEAUFORT



Project: Capital Investment in the Osher Lifelong Learning Institute at USCB

- The Osher Lifelong Learning Institute at USCB is a national program of the Bernard Osher Foundation
- Mission: To provide lifelong learning opportunities for seasoned adults, typically 50 or older.



Osher Lifelong Learning Institute Enrichment Courses

Membership

– 1,466 members

Enrollment

– FY 2014-2015: 20,297



Typical classes per semester

Beaufort = 66

Hilton Head = 56

Bluffton = 79



In the top 10% in the country

USCB

UNIVERSITY OF SOUTH CAROLINA BEAUFORT



Benefits to Beaufort County Citizens

- Attracts exceptional retiring residents who enhance our nonprofits, community leadership and philanthropic base
- Facilitates integration and engagement of new residents into Beaufort County
- Enhances property values



Beaufort County Capital Projects Sales Tax Act

TOTAL PROJECT FUNDING REQUEST	\$12,000,000
PRIVATE FUNDING MATCH CONTRIBUTION	\$1,500,000
TOTAL PROJECT COST	\$13,500,000

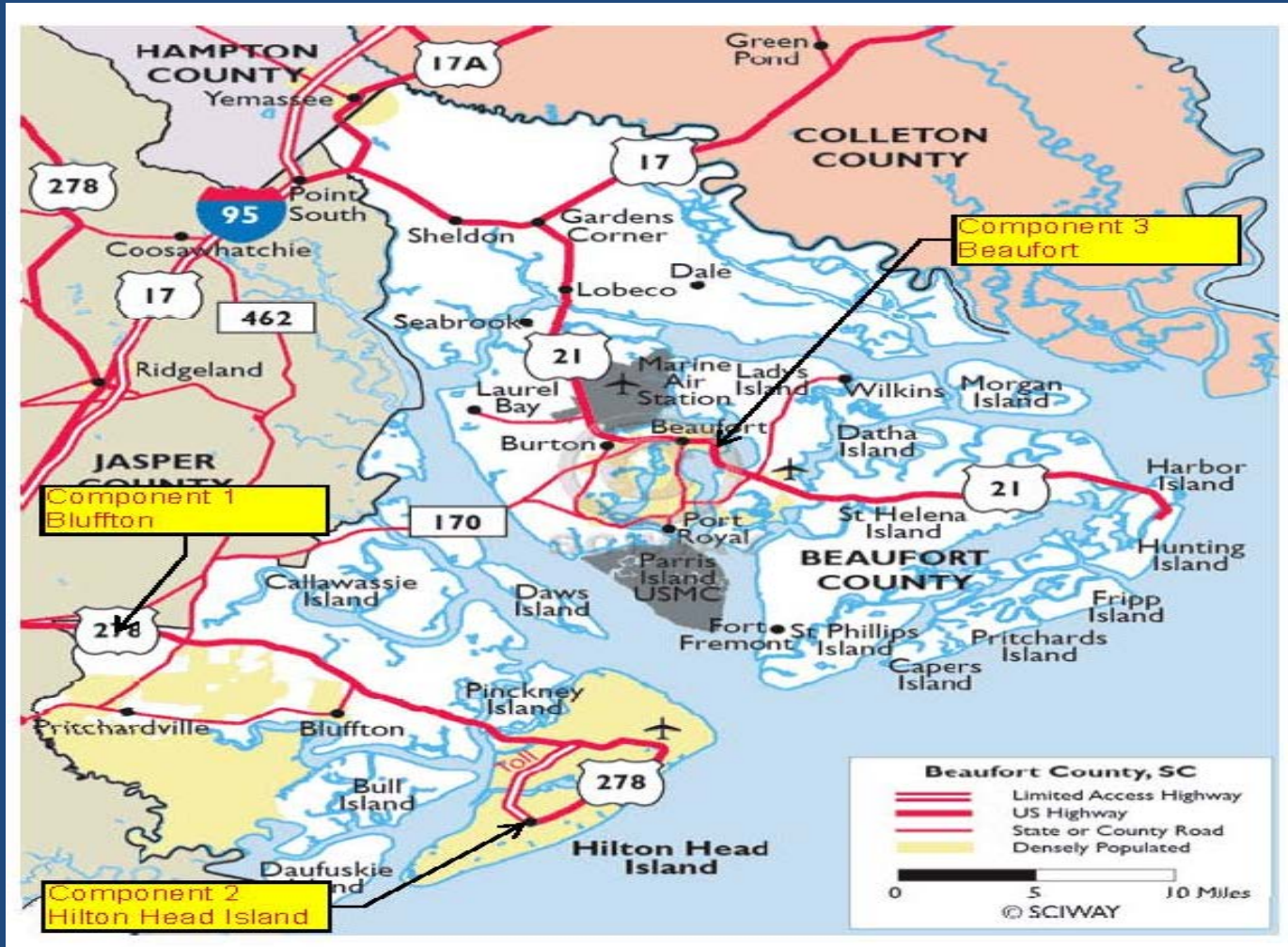
USCB will contribute land, water, sewer, roadways, power, internet connectivity, and other infrastructure investment.

USCB

UNIVERSITY OF SOUTH CAROLINA BEAUFORT



Project Component Locations



Osher Life Long Learning Project Components

1. OLLI Building - Bluffton Campus
2. OLLI Building - Hilton Head Island Campus
3. OLLI Building - Beaufort Campus

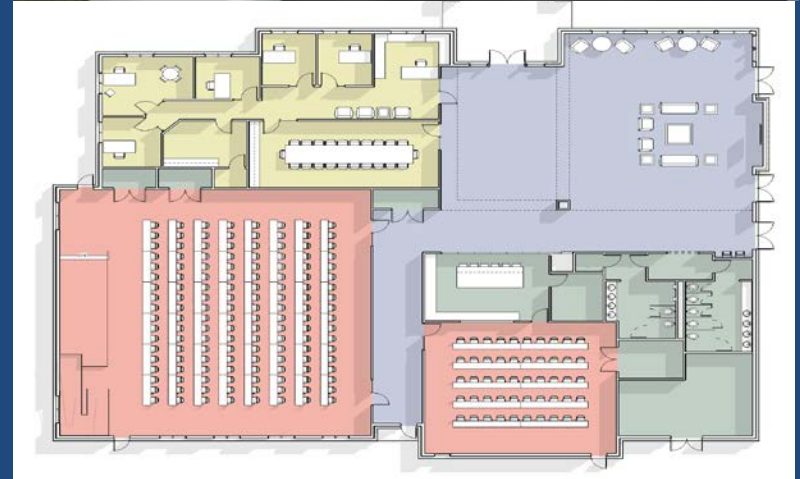


Component 1: OLLI Building Bluffton Campus

Construction of OLLI facility; 12,800 square feet including

- 300 seat auditorium
- 3 OLLI classrooms
- Small demonstration kitchen for lifelong learning
- Offices
- Multipurpose room
- Parking spaces

Component Request: \$4,500,000
Private Funding Match: \$1,500,000
Component Budget: \$6,000,000



USCB



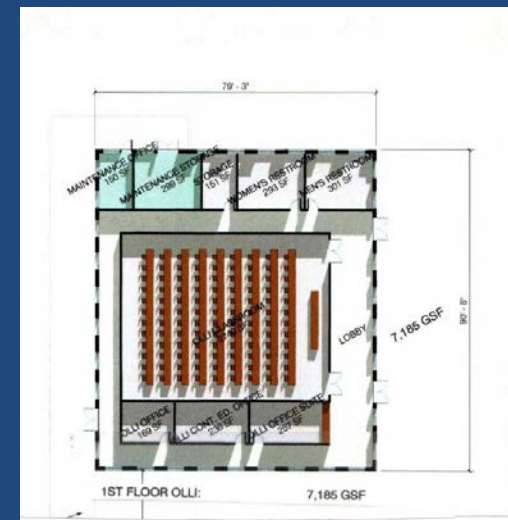
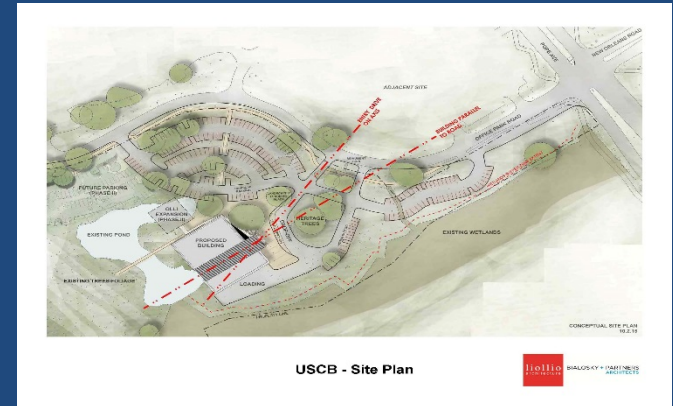
UNIVERSITY OF SOUTH CAROLINA BEAUFORT

Component 2: OLLI Building Hilton Head Island

Construction of OLLI facility;
7,185 square feet including

- OLLI classrooms
- Offices
- Parking spaces

Component Budget: \$4,000,000



USCB



Component 3: OLLI Building Beaufort Campus

- Renovate existing space or construct new facility to provide additional space for OLLI growth.
- Current space in Beaufort is at capacity, limiting growth.

Component Budget: \$3,500,000

USCB

UNIVERSITY OF SOUTH CAROLINA BEAUFORT



Capital Sales Tax Request Guidelines

- Realistic and achievable capital infrastructure need
- Funding covers all soft costs for infrastructure project
- Project can be completed in reasonable time period
- Maintenance and operations costs funded
- No competition with private sector
- Brick and mortar request only



Beaufort County Capital Projects Sales Tax Act

TOTAL PROJECT FUNDING REQUEST	\$12,000,000
PRIVATE FUNDING MATCH CONTRIBUTION	\$1,500,000
TOTAL PROJECT COST	\$13,500,000

USCB will contribute land, water, sewer, roadways, power, internet connectivity, and other infrastructure investment.

USCB

UNIVERSITY OF SOUTH CAROLINA BEAUFORT





Community Partnerships. Discovered.

Topic: Inclusion of Capital Project Sales Tax Items - Beaufort County Government
Date Submitted: January 19, 2016
Submitted By: Joshua Gruber
Venue: Public Facilities Committee

Capital Project Sales Tax

Presentation of recommended projects for
inclusion in the County's presentation
to the Capital Project Sales Tax Commission

January 19, 2016



Presentation Format

- Executive Committee and CPST Commission have both referenced a limit of 4 years or \$120M on proposed projects
- Prioritization of safety needs, public infrastructure, economic development, and overall benefit to public
- Projects cover all geographical areas of the County and meet numerous community needs to help increase public support in the face of potential competing interests
- If CPST process is ultimately not successful, the County will likely need to move forward with these projects anyway through alternative funding mechanisms

Presentation Format

- If CPST process is ultimately not successful, the County will likely need to move forward with these projects anyway through alternative funding mechanisms (GO debt, grants, reserve fund expenditure, etc.)
 - Demonstrates a “need” and not a “want”
- Significant benefit to Beaufort County taxpayers by utilizing sales tax payments made by visitor/tourists

US 278 Improvements

- A. Jenkins Island (Windmill Harbour) roadway improvements
- B. Pinckney Island roadway improvements
- C. HHI Bridge replacement/widening
- D. Implementation of safety study recommendations (RSA Study)

Jenkins Island (Windmill Harbour)

- Alternative 2A/Super Street Option
- Estimated Cost: \$7,400,000
- Constructed primarily within existing right-of-way for US 278.
- Includes widening of US 278 to 3 lanes in each direction on Jenkins Island which functions with planned future widening.
- All traffic enters and exits from side streets with right-in/right-out.
- Median crossovers closed with exception of two U-turn median openings.

Pinckney Island

- Estimated Cost: \$2,000,000
- 10-year visitor average = 145,000 people per year
- Difficult ability for people with trailer/boats to enter and leave the roadway without impacting traffic flow
- Could potentially receive additional funding from FHWA (federal lands access program funds)

Pinckney Island



US 278 Bridge Widening/Replacement

- Estimated Cost: \$5,000,000
- Will provide engineering design work related to replacement and widening of existing 4 lane bridges
- Current bridges built in 1982

US 278 Bridge Widening/Replacement



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US 278 Traffic Safety Study Recommendations

- Estimated Cumulative Cost: \$5,600,000
- Funds all short term, mid term, and long term improvements identified in safety audit report of 2015.
- Allows for implementation of Traffic Adaptive Management system

US 278 Traffic Safety Study Recommendations



Safe Routes to Schools

- Estimated Cost: \$4,000,000
- Will create pathways along major thoroughfares and roadways to connect neighborhoods with schools and provide for safe pedestrian travel

Safe Routes to Schools

- a. Salem Rd/Old Salem Rd
- b. Burnt Church Rd/Ulmer Rd
- c. Joe Frazier Rd
- d. Meridian Rd
- e. Middle Rd
- f. Stuart Point Rd
- g. US 17 Pathway Extension
- h. Seabrook Rd
- i. Pine Grove Rd/Burton Wells Rd
- j. Dr. Martin Luther King, Jr. Dr

Safe Routes to Schools



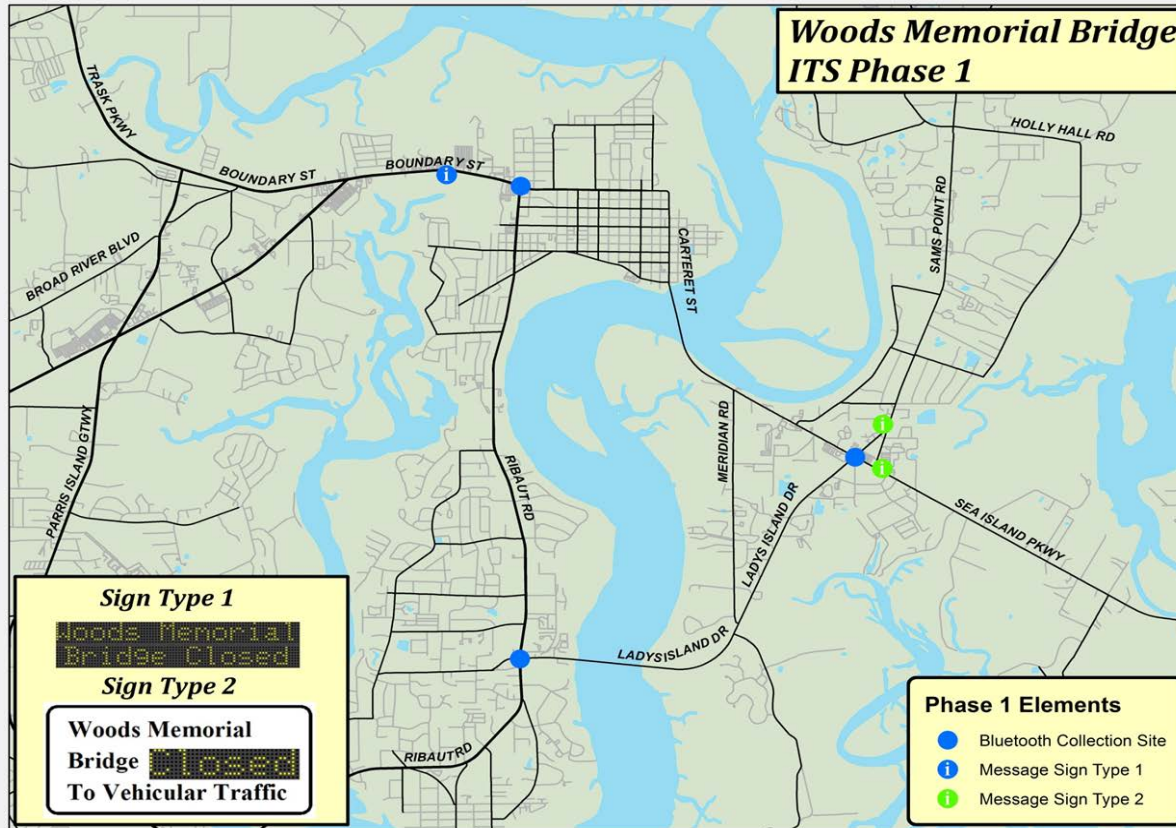
Safe Routes to Schools



US-21 ITS Bridge System

- Estimated Cost: \$500,000
- Allows for:
 - Advance Driver Notification System
 - Traffic Adaptive Signal System Timing
 - Emergency Vehicle Preemption
 - Travel Time and Delay Information

US-21 ITS Bridge System



EMS Facilities

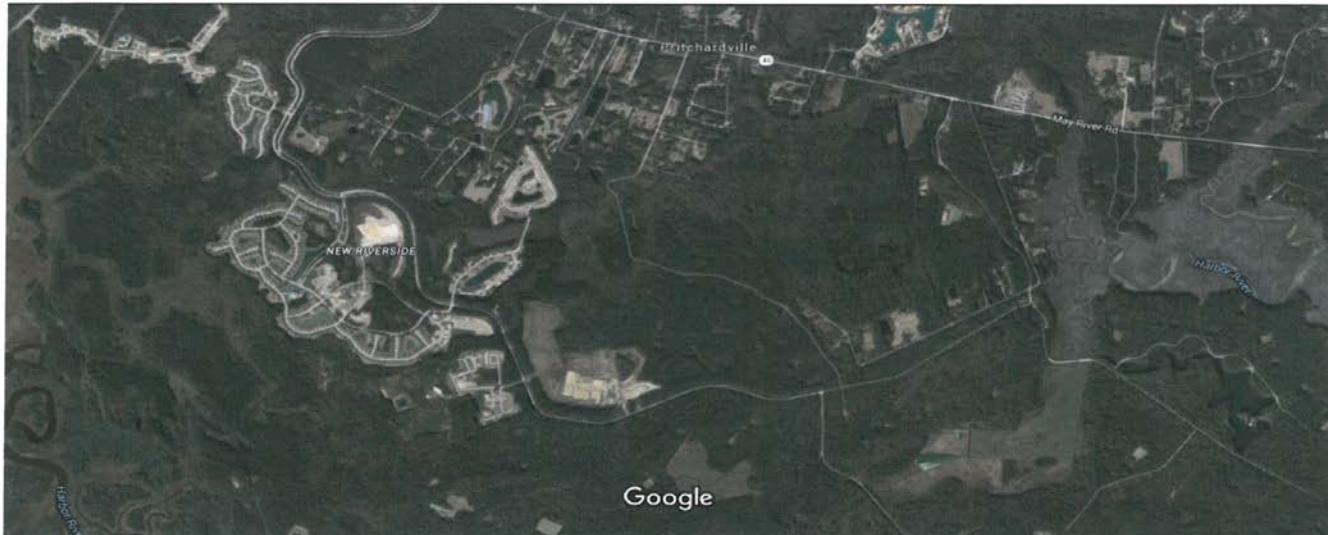
- Estimated Cost: \$6,000,000
- Will provide for one additional EMS station in the Bluffton/Pritchardville area and in the Burton area to enhance response capabilities.
- Crews and equipment have already been placed in service

EMS Facilities

1/19/2016

Google Maps

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 2000 ft

<https://www.google.com/maps/@32.2238624,-80.9664576,3748m/data=!3m1!1e3?hl=en>

1/1

EMS Facilities



Detention Center

- Estimated Cost: \$1,000,000
- Will provide for security upgrades and repairs to existing facility

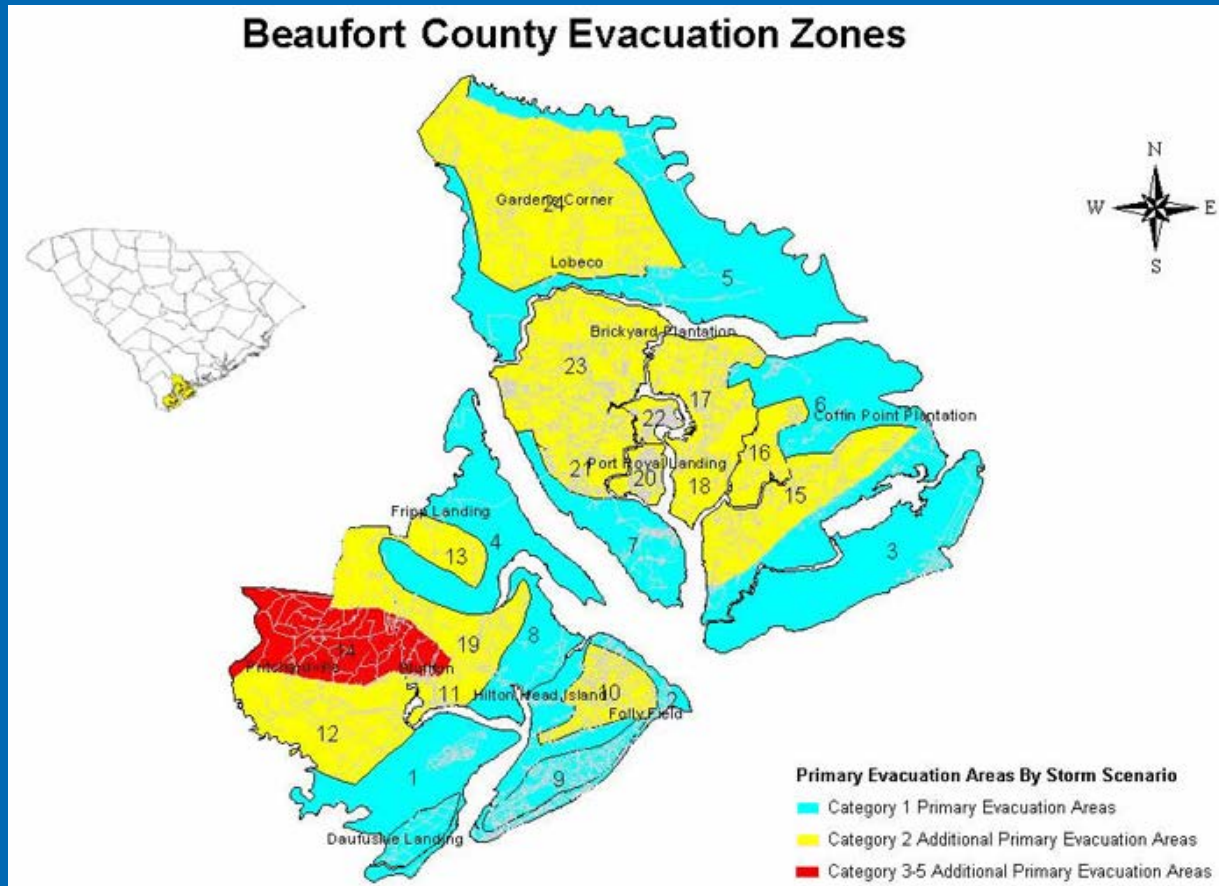


Dark Fiber and Infrastructure Upgrades

- Estimated Cost: \$1,500,000
- Will provide for secure backup for public safety and disaster recovery in Hampton County and Allendale County
- Loss of network without redundant location outside of Beaufort County would affect all County government connectivity, and prevent personnel in all areas of emergency management, finance and treasury, law enforcement, public safety, and public works, from having communications involving the network (computer and telephone systems, traffic cameras, etc.)



Dark Fiber and Infrastructure Upgrades



Waddell Mariculture Center

- Estimated Cost: \$750,000
- Will provide for local funding that when combined with State matching funds, will provide \$1,000,000 for infrastructure repairs and continued economic development



Summary of Projects

1. US 278 Improvements - \$20,000,000
2. Safe Routes to Schools - \$4,000,000
3. US 21 ITS Bridge System - \$500,000
4. EMS Facility Expansion - \$6,000,000
5. Detention Center Security Improvements -- \$1,000,000
6. Dark Fiber Network Extension/Disaster Recovery - \$ 1,500,000
7. Wadell Mariculture Center - \$750,000

Total = \$33,750,000



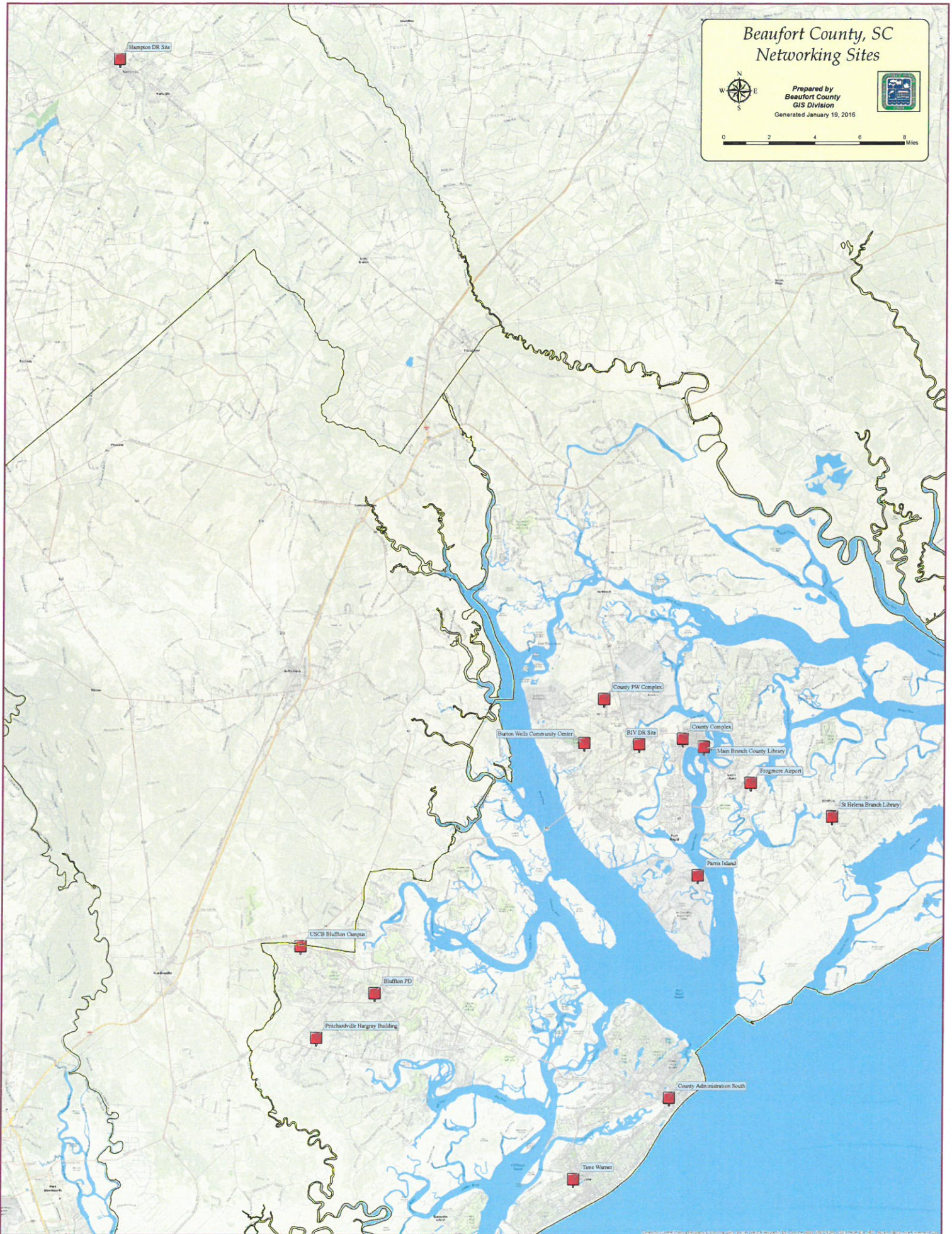
Beaufort County, SC Networking Sites



Prepared by
Beaufort County
GIS Division
Generated January 19, 2016



0 2 4 6 8 Miles



Topic: Jenkins Island Access Management Study
Date Submitted: January 19, 2016
Submitted By: Colin Kinton
Venue: Public Facilities Committee



JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

PROJECT PURPOSE:

To improve operational efficiency along US 278 while providing safe access to local communities with minimum disruption to through traffic on US 278.

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

What was involved in this study?

- Review of Existing Conditions
- Review of Past Projects & Studies
- Traffic Counts & Operational Analyses
- Safety Analyses
- Alternatives Analyses
- Signal Warrant Studies
- Preliminary Environmental Impact Studies
- Individual Community Public Involvement Meetings
- Concept Designs & Estimates
- Preliminary Project Planning & Environmental Screening Report

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

ALTERNATIVE 1:

Right-in / Right-out with Frontage Road

Cost: \$13.9 million

DESCRIPTION:

- Provides a new frontage road along north side of US 278
- Frontage road extends from Blue Heron Point Rd. to Jenkins Rd.
- Closes all existing median cross-overs on the island
- All existing access points would become right-in/right-out
- All left turns from US 278 / access points would utilize the new frontage road / Blue Heron Point Rd. to reach destination

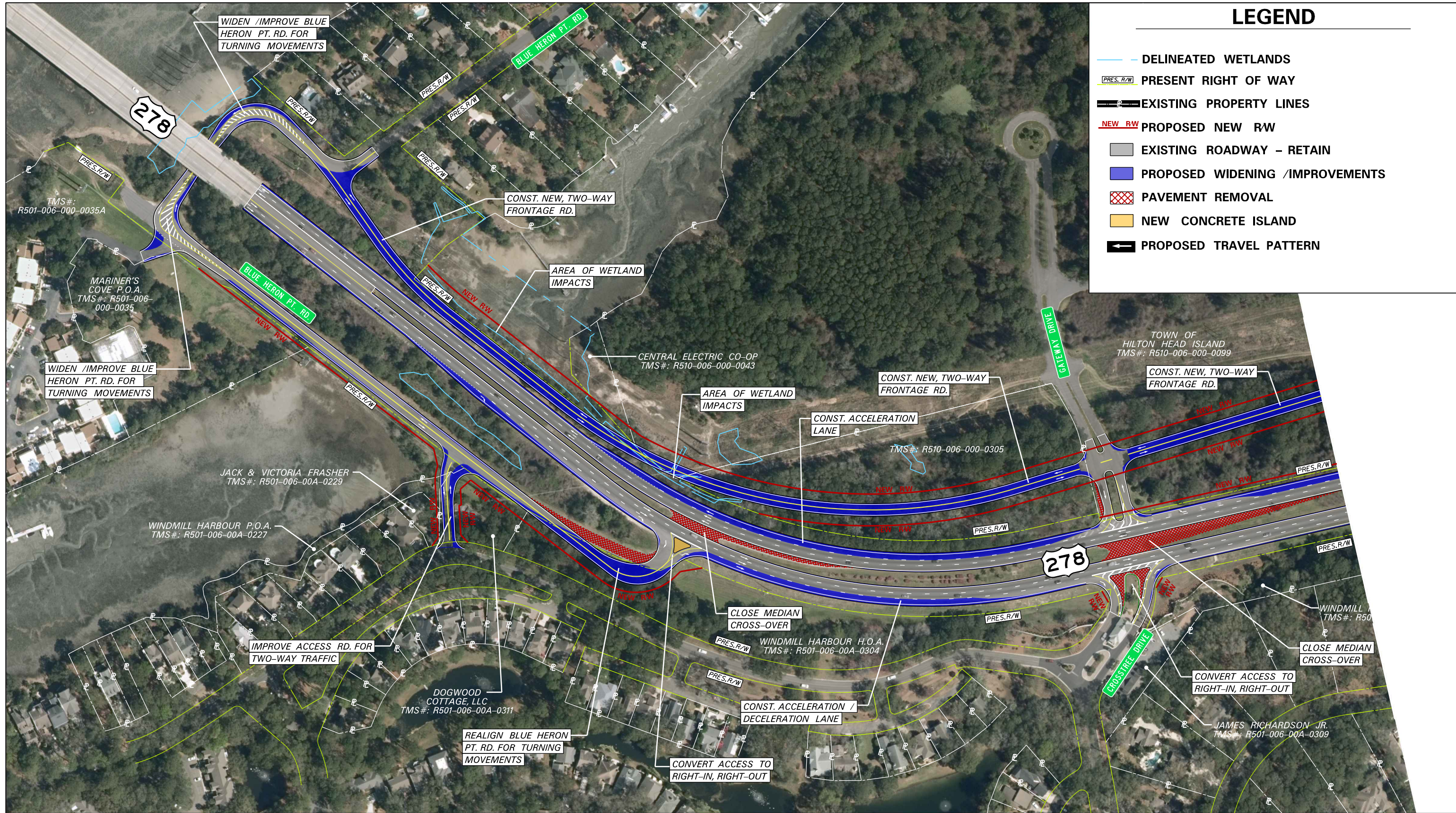
ALTERNATIVE 1:

Right-in / Right-out with Frontage Road

Cost: \$13.9 million

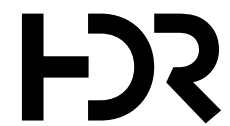
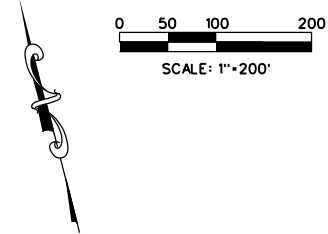


Adobe Acrobat
Document



LEGEND

- DELINEATED WETLANDS
- PRESENT RIGHT OF WAY
- EXISTING PROPERTY LINES
- PROPOSED NEW RW
- EXISTING ROADWAY - RETAIN
- PROPOSED WIDENING /IMPROVEMENTS
- PAVEMENT REMOVAL
- NEW CONCRETE ISLAND
- PROPOSED TRAVEL PATTERN



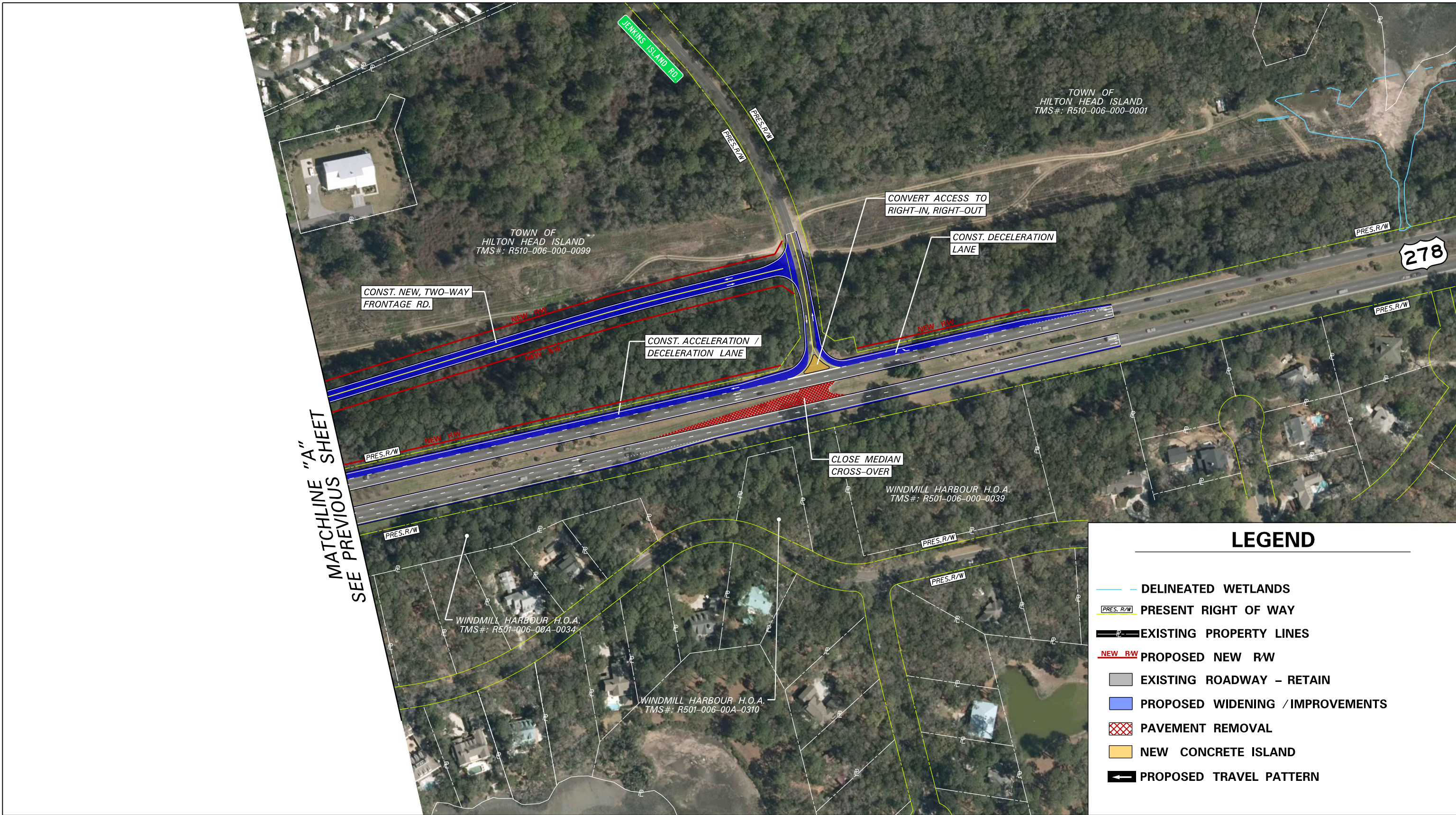
JENKINS ISLAND ACCESS MANAGEMENT SYSTEM
 BEAUFORT COUNTY, SC

ALTERNATIVE NO. 1
 RIGHT-IN / RIGHT-OUT WITH FRONTAGE ROAD

PRELIMINARY ENVIRONMENTAL SCREENING REPORT

DATE
 NOV. 20, 2015

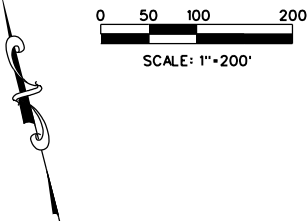
FIGURE
 ALT. 1 - SHEET 1



MATCHLINE "A" SHEET
SEE PREVIOUS SHEET

LEGEND

- DELINEATED WETLANDS
- PRESENT RIGHT OF WAY
- EXISTING PROPERTY LINES
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JENKINS ISLAND ACCESS MANAGEMENT SYSTEM
BEAUFORT COUNTY, SC

ALTERNATIVE NO. 1
RIGHT-IN / RIGHT-OUT WITH FRONTAGE ROAD

PRELIMINARY ENVIRONMENTAL SCREENING REPORT

DATE
NOV. 20, 2015

FIGURE
ALT. 1 - SHEET 2

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

ALTERNATIVE 1:

Right-in / Right-out with Frontage Road

Cost: \$13.9 million

ADVANTAGES

- Safest alternative by eliminating conflict points
- Does not impact through movements along US 278
- Utilizes Blue Heron Point Rd. to move traffic

DISADVANTAGES

- Increased difficulty / time for construction / permitting requirements
- Increased expense of construction
- Increased rights of way
- Turning movement difficulties for large vehicles
- Potential negative impacts to Blue Heron / Mariner's Cove
- Right turns from access points still required to merge with uninterrupted flow of traffic along US 278

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

ALTERNATIVE 2A:

Modified Super-Street with Traffic Signals

Cost: \$7.4 million

DESCRIPTION:

- Construction primarily within existing rights of way
- Widens US 278 to 3 lanes in each direction (currently planned future improvements)
- All side streets to operate as right-in / right-out
- Provides signal controlled U-turns at Blue Heron Point Rd. & just east of Jenkins Rd.
- Closes median cross-overs except at U-turn locations

ALTERNATIVE 2A:

Modified Super-Street with Traffic Signals

Cost: \$7.4 million



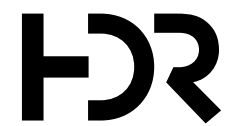
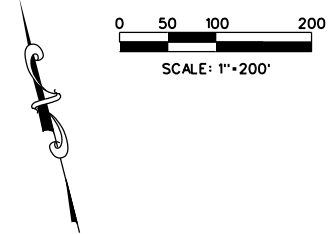
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LEGEND

- DELINEATED WETLANDS
- PRESENT RIGHT OF WAY
- EXISTING PROPERTY LINES
- PROPOSED NEW RW
- EXISTING ROADWAY - RETAIN
- PROPOSED WIDENING /IMPROVEMENTS
- PAVEMENT REMOVAL
- NEW CONCRETE ISLAND
- PROPOSED TRAVEL PATTERN

MATCHLINE "A"
SEE NEXT SHEET



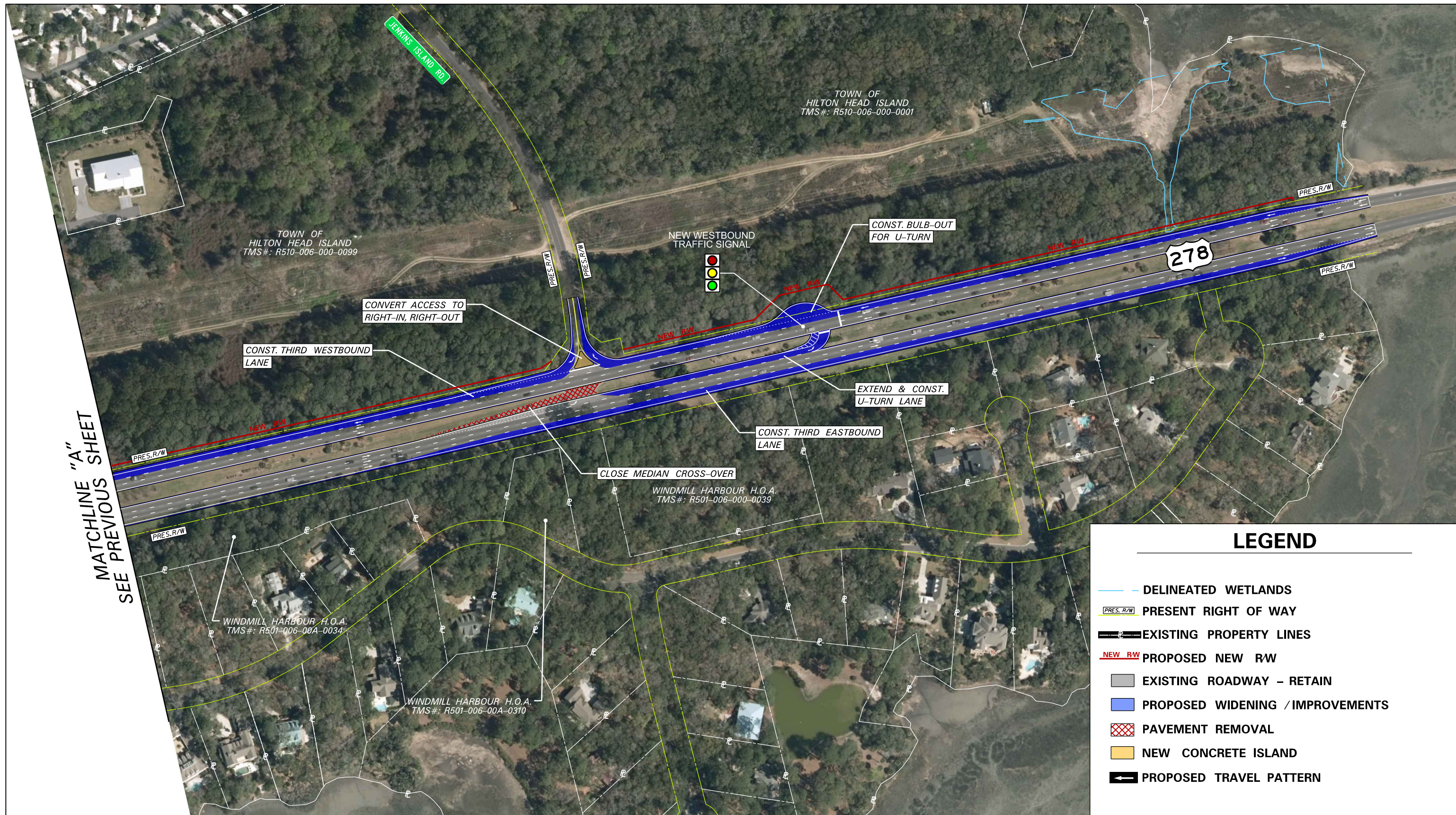
JENKINS ISLAND ACCESS MANAGEMENT SYSTEM
 BEAUFORT COUNTY, SC

ALTERNATIVE NO. 2A
 MODIFIED SUPER-STREET WITH TRAFFIC SIGNALS

PRELIMINARY ENVIRONMENTAL SCREENING REPORT

DATE
 NOV. 20, 2015

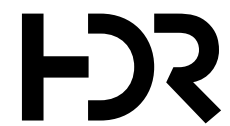
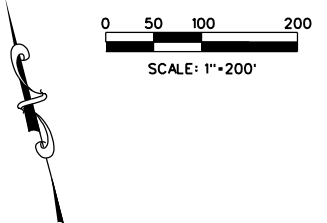
FIGURE
 ALT. 2A - SHEET 1



MATCHLINE "A"
SEE PREVIOUS SHEET

LEGEND

- DELINEATED WETLANDS
- PRESENT RIGHT OF WAY
- EXISTING PROPERTY LINES
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JENKINS ISLAND ACCESS MANAGEMENT SYSTEM
 BEAUFORT COUNTY, SC

ALTERNATIVE NO. 2A
 MODIFIED SUPER-STREET WITH TRAFFIC SIGNALS

PRELIMINARY ENVIRONMENTAL SCREENING REPORT

DATE
 NOV. 20, 2015

FIGURE
 ALT. 2A- SHEET 2

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

ALTERNATIVE 2A:

Modified Super-Street with Traffic Signals

Cost: \$7.4 million

ADVANTAGES

- Lowest cost, reduced potential for permitting issues
- Provides for safe access / turning movements
- Minimal rights-of-way required
- Ties to planned US 278 improvements proposed by Town of Hilton Head
- U-turn signals minimize stops to through traffic compared to typical signal installations

DISADVANTAGES

- Requires traffic signals to stop traffic on US 278, even if momentarily
- Potential increase in rear-end collisions.
- Initially confusing to motorists due to being different than typical intersections
- Potential cost increases due to additional widening to tie to improvements planned by Town of Hilton Head

A blurred photograph of a road intersection. In the foreground, there is a grassy area. A yield sign is visible on the right side of the road. The background shows a road with several cars and trees under a blue sky.

JENKINS ISLAND ACCESS MANAGEMENT STUDY

BEAUFORT COUNTY, SC

QUESTIONS?