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
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COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
COMMUNITY SERVICES COMMITTEE
WORK SESSION
Monday, January 25, 2016
2:30 p.m.
Executive Conference Room, Administration Building
Beaufort County Government Robert Small Complex
100 Ribaut Road, Beaufort

Committee Members:
William McBride, Chairman
Gerald Dawson, Vice Chairman
Rick Caporale
Steve Fobes
Alice Howard
Roberts "Tabor" Vaux

Staff Support:
Monica Spells, Assistant County Administrator
Civic Engagement and Outreach

1. CALL TO ORDER – 2:30 P.M.

2. PRIORITIZATION/2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NEEDS (backup)

3. PRESENTATION / LOWCOUNTRY AFFORDABLE HOUSING COALITION
   Ms. Deborah Johnson, Lowcountry Affordable Housing Coalition Facilitator

4. CONDEMNATION REQUEST FOR COUNTY DIRT ROADS WITHOUT RIGHT OF WAY – ALBERTHA FIELDS CIRCLE, BIG ESTATE, SHELDON (backup)

5. CONSTRUCTION UPDATE / PERRYCLEAR BRIDGE CONSTRUCTION (backup)

6. REALLOCATION 2015 CIP OBLIGATION BOND FUNDS FROM PERRYCLEAR BRIDGE CONSTRUCTION TO HVAC REPLACEMENTS (backup)

7. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
   A. Alcohol and Drug Abuse Board
   B. Beaufort Memorial Hospital Board
   C. County Transportation Committee
   D. Children's Foster Care Review Board
   E. Library Board
   F. Solid Waste and Recycling Board

8. EXECUTIVE SESSION - DISCUSSION OF EMPLOYMENT OF A PERSON REGULATED BY A PUBLIC BODY

9. ADJOURNMENT

The County Channel

Memorandum

Date: January 21, 2016

To: William L. McBride, Chairman
Community Services Committee of Beaufort County Council

From: Monica Spells, Assistant County Administrator – CE&O
843-255-2354 or mspells@bcgov.net

Re: 2016 CDBG Recommended Needs Assessment Prioritization

Based on the Needs Assessment Public Hearing held at the regular County Council meeting on January 11, 2016, as well as a review and discussion by Administrative staff of potential projects that may qualify for the Community Development Block Grant (CDBG) Program, we submit the following recommendation of rankings for consideration and approval:

1. Neighborhood Improvement Projects (multiple activities) in low-to-moderate income (LMI) areas or others as identified:
   - Crystal Lake
   - Salem Road

2. Public Infrastructure and Facilities Projects, which may include water/sewer improvements or upgrades and sanitary sewer extensions, in LMI areas or others as identified:
   - Grober Hill Retrofit
   - Salt Creek South Retrofit
   - Shanklin Road Retrofit
   - Battery Creek
   - May River

3. Infrastructure Projects to support new and/or existing businesses

Should you have any questions or need additional information, please let me know.

Copy: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator/Special Counsel
Eric Larson, Environmental Engineering Division Director
Tony Criscitiello, Planning Director
Rob Merchant, Long-Range Planner

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 TK

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

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.

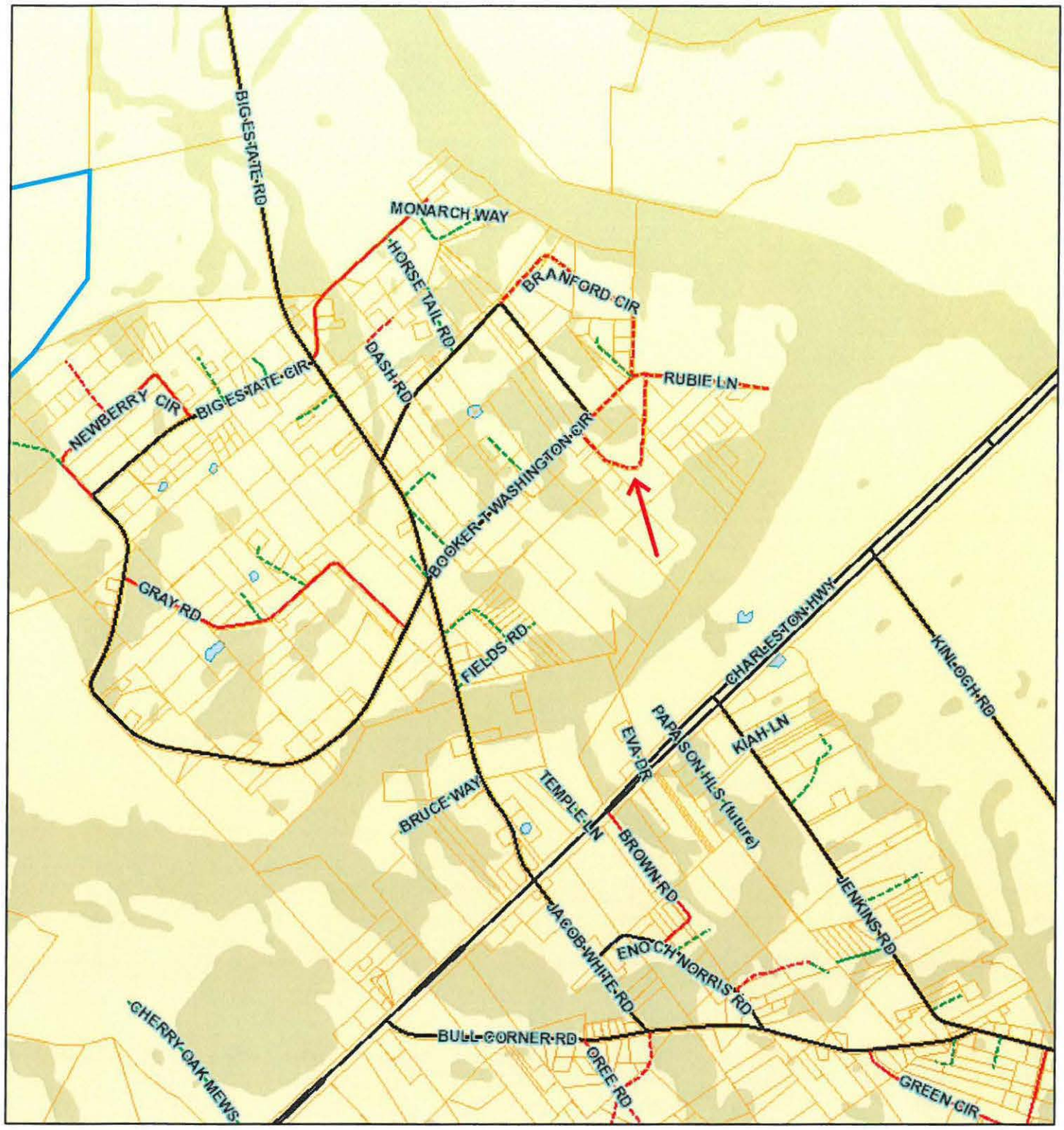
RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council the condemnation of the four remaining right-of-way parcels needed on Albertha Fields Circle in order to improve the dirt road in a future dirt road paving contract.

JRM/EK/mjh
EL

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

cc: Eric Larson

ALBERTHA FIELDS CIRCLE



December 16, 2015

1:25,892

0 0.2 0.4 0.8 mi

0 0.35 0.7 1.4 km

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

The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources,

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.


UC—BCL
















STOP

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
Josh Gruber, Deputy County Administrator
Alicia Holland, Assistant County Administrator for Finance

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

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.

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

Z:2015 CIP GO Bond/Transfer Req

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 Tralier	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

7/22/2014

EXHIBIT A

FORM OF BOND

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

No. R-

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP

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

EXHIBIT B

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

EXHIBIT C

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

EXHIBIT D

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:

Year	Principal Amount*	Year	Principal Amount*

*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

EXHIBIT E

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

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

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

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

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

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

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

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

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

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

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

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

"Principal and interest payment delinquencies;"

"Non-Payment related defaults, if material;"

"Unscheduled draws on debt service reserves reflecting financial difficulties;"

"Unscheduled draws on credit enhancements reflecting financial difficulties;"

"Substitution of credit or liquidity providers, or their failure to perform;"

"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

"Modifications to rights of securities holders, if material;"

"Bond calls, if material;"

"Defeasances;"

"Release, substitution, or sale of property securing repayment of the securities, if material;"

"Rating changes;"

"Tender offers;"

"Bankruptcy, insolvency, receivership or similar event of the obligated person;"

"Merger, consolidation, or acquisition of the obligated person, if material;" and

"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

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

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

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

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

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

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

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

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

SECTION 3. Content of Annual Reports.

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

(i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer's audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: "THE BONDS—Security;" "DEBT STRUCTURE—Outstanding Indebtedness;" and "CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County," "—Estimated

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

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

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

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

SECTION 4. Reporting of Notice Events.

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

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014A Bonds, or other material events affecting the tax status of the Series 2014A Bonds;

(vii) Modifications to rights of Bond holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Series 2014A Bonds, if material;

(xi) Rating changes;

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

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

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

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:_____
Name:_____
Title:_____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By:_____
Name:
Title:

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

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: