

COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

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RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, September 9, 2013

4:00 p.m.

Council Chambers, Administration Building
Government Center, 100 Ribaut Road, Beaufort

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

1. CAUCUS - 4:00 P.M.
 - A. Discussion of Consent Agenda
 - B. Executive Session - Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
 - C. Committee Reports
 - D. Discussion is not limited to agenda items
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman William McBride
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – August 26, 2013 ([backup](#))
 - B. Receipt of County Administrator’s Two-Week Progress Report ([backup](#))
 - C. Receipt of Deputy County Administrator’s Two-Week Progress Report ([backup](#))
 - D. Appointments to Boards and Commissions ([backup](#))
7. PUBLIC COMMENT
8. COUNTY ADMINISTRATOR’S REPORT
 - Mr. Gary Kubic, County Administrator
 - A. The County Channel / Broadcast Update
 - B. Presentation / Fort Fremont Visitor Center
 - Mr. Tony Criscitiello, Division-Director, Planning and Development
 - Ms. Linnea Granquist, Planning Department Summer Intern



9. CONSENT AGENDA

- A. AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO SELL SUTPHEN LADDER ([backup](#))
1. Governmental Committee discussion and recommendation to approve occurred September 3, 2013 / Vote 7:0
- B. AUTHORIZING BLUFFTON TOWNSHIP FIRE DISTRICT TO EXPEND IMPACT FEES TO PURCHASE A REPLACEMENT TRUCK
1. Governmental Committee discussion and recommendation to approve occurred September 3, 2013 / Vote 7:0
- C. A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED ([backup](#))
1. Governmental Committee discussion and recommendation to approve occurred September 3, 2013 / Vote 7:0
- D. MEMORANDUM OF UNDERSTANDING BY AND BETWEEN BEAUFORT COUNTY AND THE LOWCOUNTRY ECONOMIC ALLIANCE REGARDING THE PROVISION OF VARIOUS SERVICES TO ADVANCE ECONOMIC DEVELOPMENT INTERESTS IN BEAUFORT COUNTY ([backup](#))
1. Governmental Committee discussion and recommendation to approve occurred September 3, 2013 / Vote 6:1
- E. AN ORDINANCE TO AMEND 2013/26, FY 2013-2014 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET, PROVIDING FOR A REDUCTION IN MILLAGE FROM 100.55 TO 97.45 ([backup](#))
1. Consideration of first reading, by title only, approval to occur September 9, 2013
 2. Special Council Meeting for the purpose of considering second reading approval to occur Monday, September 16, 2013 beginning at 5:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina
 3. Public hearing – Monday, September 23, 2013 beginning at 6:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina
 4. Finance Committee discussion to occur September 9, 2013
- F. 2014 ACCOMMODATIONS TAX BOARD RECOMMENDATIONS ([backup](#))
1. Finance Committee discussion to occur September 9, 2013
- G. PURCHASE OF TWENTY-ONE 2014 DODGE CHARGES FOR THE SHERIFF'S OFFICE ([backup](#))
1. Contract award: Butler Dodge, Chrysler, Jeep, Beaufort, South Carolina
 2. Contract amount: \$481,278
 3. Funding source: Account 10001202-54000, Vehicle Purchases
 4. Finance Committee discussion to occur September 9, 2013

- H. FUEL SERVICE CONTRACT FOR BEAUFORT COUNTY AIRPORT/ARW
([backup](#))
1. Contract award: Eastern Aviation, New Bern, North Carolina
 2. Contract amount: \$430,000
 3. Funding source: Account 13570/58000, Lady's Island Airport, Purchases - Fuel
 4. Finance Committee discussion to occur September 9, 2013
- I. MICROSOFT LICENSING CONTRACT RENEWAL ([backup](#))
1. Contract award: New Venue Technologies, Inc., Columbia, South Carolina
 2. Contract amount: \$203,712
 3. Funding source: Account 10001150-51110, MIS, Maintenance Contracts
 4. Finance Committee discussion to occur September 9, 2013
- J. WIRELESS COMMUNICATION SERVICES FOR BEAUFORT COUNTY ([backup](#))
1. Contract award: Verizon Wireless, Laurel, Maryland
 2. Contract amount: \$126,000
 3. Funding source: Department's Telephone Account 50101
 4. Finance Committee discussion to occur September 9, 2013
- K. HILTON HEAD ISLAND AIRPORT/HDX ENGINEERING DESIGN SERVICES FOR RUNWAY APPROACH OBSTRUCTIONS – TALBERT, BRIGHT & ELLINGTON WORK AUTHORIZATION 12-04, PHASE 2 ([backup](#))
1. Contract award: Talbert, Bright & Ellington, Columbia, South Carolina
 2. Contract amount: \$110,532
 3. Funding source: Expenditures Codes #54020011-54293 and #54020011-54301 – FAA Grants #29 and #30 (95%). Additional State Grant Funding of 2.5%. The remaining 2.5% (\$2,763.28) will come from the Hilton Head Island Airport's Operating Budget.
 4. Finance Committee discussion to occur September 9, 2013
- L. HILTON HEAD ISLAND AIRPORT/HDX PRELIMINARY ENGINEERING SERVICES FOR RUNWAY APPROACH OBSTRUCTIONS – TALBERT, BRIGHT & ELLINGTON WORK AUTHORIZATION 12-04 ([backup](#))
1. Contract award: Talbert, Bright & Ellington, Columbia, South Carolina
 2. Contract amount: \$96,923
 3. Funding source: Expenditures Codes #54020011-54293 and #54020011-54301 – FAA Grants #29 and #30 (95%). Additional State Grant Funding of 2.5%. The remaining 2.5% (\$2,423.08) will come from the Hilton Head Island Airport's Operating Budget.
 4. Finance Committee discussion to occur September 9, 2013
- M. CONTRACT WITH MUNICIPAL CODE CORPORATION FOR CODIFICATION SERVICES ([backup](#))
1. Contract award: Municipal Code Corporation, Tallahassee, Florida
 2. Contract amount: \$60,000
 3. Funding source: Account 10001000-51310, County Council, Memberships
 4. Finance Committee discussion to occur September 9, 2013

10. PUBLIC HEARINGS

A. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013D, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,300,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of third and final reading approval to occur September 9, 2013
2. Second reading approval occurred August 12, 2013 / Vote 10:0
3. Finance Committee discussion occurred August 7, 2013
4. First reading approval occurred July 22, 2013 / Vote 8:0

B. AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES BY ADDING ARTICLE III, SECTIONS 54-50 TO 54-60, TO CHAPTER 54 OF PART I, ESTABLISHING A REGULATION PROHIBITING THE USE OF HANDHELD ELECTRONIC COMMUNICATION DEVICES FOR THE REVIEWING, DRAFTING, OR SENDING OF ELECTRONIC COMMUNICATIONS WHILE OPERATING A MOTOR VEHICLE WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE([backup](#))

1. Consideration of third and final reading approval to occur September 9, 2013
2. Second reading approval occurred August 26, 2013 / Vote 9:0
3. First reading approval occurred August 12, 2013 / Vote 10:0
4. Governmental Committee discussion and recommendation to approve occurred July 30, 2013 / Vote 6:0

C. AN ORDINANCE TO AMEND THE FY 2013-2014 BEAUFORT COUNTY BUDGET ORDINANCE SO AS TO PROVIDE A SUPPLEMENTAL APPROPRIATION FROM THE COUNTY'S GENERAL RESERVE FUND IN THE AMOUNT OF \$400,000 TO FUND THE FOLLOWING FOUR LINE ITEMS: TECHNICAL COLLEGE OF THE LOWCOUNTRY, UNIVERSITY OF SOUTH CAROLINA-BEAUFORT, ISLAND RECREATION CENTER, AND BEAUFORT MEMORIAL HOSPITAL ([backup](#))

1. Consideration of third and final reading approval to occur September 9, 2013
2. Second reading supplemental appropriation approvals occurred August 12, 2013:
 - Technical College of the Lowcountry in the amount of \$100,000 / Vote 7:3
 - University of South Carolina-Beaufort in the amount of \$125,000 / Vote 6:4
 - Island Recreation Center in the amount of \$75,000 / Vote 8:2
 - Beaufort Memorial Hospital in the amount of \$100,000 / Vote 7:3
3. Second reading supplemental appropriation denial occurred August 12, 2013:
 - Solicitor's Office in the amount of \$125,000 August 12, 2013 / Vote 5:5
4. Finance Committee Motion to reduce Solicitor by \$125,000 failed / Vote 5-5
5. Finance Committee discussion and recommendation to reduce the Solicitor by \$125,000 occurred August 7, 2013 / Vote 3:2

6. First reading, by title only, approval occurred July 22, 2013 / Vote 8:0
7. Finance Committee Motion to increase appropriation by \$525,000 occurred June 24, 2013 / Vote 6:0

11. PUBLIC COMMENT

12. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
August 26, 2013

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m., Monday, August 26, 2013 in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

PLEDGE OF ALLEGIANCE

Mr. Sommerville led those present in the Pledge of Allegiance to the Flag.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten. William McBride absent. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Dawson, seconded by Mrs. Bensch, that Council go immediately into executive session for the purpose of receiving information regarding matters relating to negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

EXECUTIVE SESSION

RECONVENE OF CAUCUS

Topics discussed during caucus included:

- Removing item 10B, a resolution of Beaufort County Council amending the Intergovernmental Agreement between Beaufort County and the Town of Bluffton concerning the collection and expenditure of revenues from municipal properties identified in the Beaufort-Jasper Multi-County Industrial Park, from the consent agenda.
- Removing item 10G, a resolution of Beaufort County Council amending the preferred alignment for Phase 5B of the Bluffton Parkway, from the consent agenda.

- Receiving information today from the School District relative to the value of the mill, which is now higher than anticipated at the time of the adoption of the ordinance June 24, 2013. If Council wants to adjust the School District millage to have about a \$3.5 million reduction for the taxpayers, it will require a meeting of the Finance Committee as well as adoption of an amendment to the FY 2014 budget.

REGULAR SESSION

The regularly scheduled meeting of the County Council of Beaufort County was held at 5:00 p.m., Monday, August 26, 2013 in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten. William McBride absent. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PLEDGE OF ALLEGIANCE

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

INVOCATION

Vice Chairman Stu Rodman gave the Invocation.

FAREWELL TO STEVEN M. BAER

The Chairman recognized Mr. Baer and presented a plaque representing his six and half years of service as a member of the Beaufort County Council from January 2007 through July 2013. He served as Vice Chairman of the Legislative Affairs Committee 2007 through 2008 and Public Facilities Committee 2009 through 2013. He served as a member of the Community Services Committee from 2009 through 2013, Finance Committee 2007 through 2013, Land Management Committee 2007 through 2008, Lowcountry Council of Governments 2007 through 2009, Natural Resources Committee 2009 through 2012, and Public Services Committee 2007 through 2008.

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

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held August 12, 2013

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Council approve the minutes of the regular meeting held August 12, 2013. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

County Administrator’s and Deputy County Administrator’s Two-Week Progress Reports

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented the County Administrator’s Two-Week Progress Report, which summarized his activities from August 12, 2013 through August 23, 2013.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from August 12, 2013 through August 23, 2013.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Services Committee

Ms. Von Harten nominated Elizabeth Camputaro, representing Council District 4, to serve as a member of the Library Board.

Finance Committee

Accommodations Tax (2% State) Board

Emma Campbell

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.) Mrs. Campbell, representing at-large, was appointed to serve as a member of the Accommodations Tax (2% State) Board after garnering the eight votes required to appoint.

Olivia Young

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.) Ms. Young, representing hospitality/lodging, was appointed to serve as a member of the Accommodations Tax (2% State) Board after garnering the eight votes required to appoint.

Governmental Committee

Lowcountry Council of Governments

Mr. Stewart, as Governmental Committee Chairman, nominated James Outlaw, representing at-large, to serve as a member of the Lowcountry Council of Governments.

Natural Resources Committee

Rural and Critical Lands Preservation Review Board

Denise Sullivan

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.) Ms. Sullivan, representing Council District 2, was appointed to serve as a member of Rural and Critical Lands Preservation Review Board after garnering the six votes required to appoint.

Solid Waste and Recycling Board

Kim Corley

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.) Ms. Corley, representing Solid Waste District #8 (St. Helena Island / Islands East), was appointed to serve as a member of Solid Waste and Recycling Board after garnering the six votes required to appoint.

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

PUBLIC COMMENT

The Chairman recognized Ms. Mary Quigley, a resident of Callawassie Island, who presented a petition to Council bearing 539 signatures from residents of Callawassie Island who are concerned about the damage the proposed trash transfer station could cause to the marsh that surrounds the Island.

Mrs. Susan Jalavits, a resident of Okatie, is opposed to the County building a trash transfer station in the Okatie area.

Mr. Terry Wurtzbacker, a resident of Callawassie Island, is vehemently opposed to the construction of a trash transfer station on the Chechessee Road property.

Mr. Doug Robertson, a resident of Bluffton, agrees with the realignment of Phase 5B of Bluffton Parkway, and asked Council to show the centerlines on the map as agreed upon the Mayor of Bluffton as well as all the parties who have agreed to these connections.

COUNTY ADMINISTRATOR AND DEPUTY COUNTY ADMINISTRATOR’S REPORT

Construction Project Updates

Mr. Rob McFee, Division-Director Engineering and Infrastructure, narrated a video highlighting the status of various construction projects: U.S. Highway 278 Construction Project, S.C. Highway 170, and Bluffton Parkway 5A, Courthouse Reskin Project and the Coroner’s facility.

CONSENT AGENDA

AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES BY ADDING ARTICLE III, SECTIONS 54-50 TO 54-60, TO CHAPTER 54 OF PART I, ESTABLISHING A REGULATION PROHIBITING THE USE OF HANDHELD ELECTRONIC COMMUNICATION DEVICES FOR THE REVIEWING, DRAFTING, OR SENDING OF ELECTRONIC COMMUNICATIONS WHILE OPERATING A MOTOR VEHICLE WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

This item comes before Council under the Consent Agenda. Discussion occurred at the July 30, 2013 meeting of the Governmental Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve on second reading an ordinance to amend the *Beaufort County Code of Ordinances* by adding Article III, Sections 54-50 to 54-60, to Chapter 54 of Part I, establishing a regulation prohibiting the use of handheld electronic communication devices for the reviewing, drafting, or sending of electronic communications while operating a motor vehicle within the unincorporated areas of Beaufort County; and providing for severability and an effective date. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

The Chairman announced a public hearing Monday, September 9, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

DISABILITIES AND SPECIAL NEEDS HOME RENOVATIONS, 18 COTTAGE WALK, LADY’S ISLAND

This item comes before Council under the Consent Agenda. Discussion occurred at the August 31, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council award a contract to Hutter Construction Corporation, Beaufort, South Carolina, in the amount of \$75,000 to renovate a disabilities and special needs home located at 18 Cottage Walk, Lady's Island. The source of funds is Account 24410011-54420, Renovations for Existing Buildings / Disabilities and Special Needs and \$20,000 SC Department of Disabilities and Special Needs Grant. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

REQUEST FOR ACCEPTANCE OF OWNERSHIP / KATO LANE, BURTON

This item comes before Council under the Consent Agenda. Discussion occurred at the August 31, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council deny acceptance of the right-of-way on Kato Lane, Burton as a County maintained road. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

CONDEMNATION OF REMAINING REQUIRED RIGHT OF WAY / FISH HAUL ROAD, HILTON HEAD ISLAND

This item comes before Council under the Consent Agenda. Discussion occurred at the August 31, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council condemn the rights of way on the remaining four parcels on Fish Hall Road, Hilton Head Island in order to complete the paving project. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

ADOPTION OF THE COUNTY TRAFFIC CALMING POLICY

This item comes before Council under the Consent Agenda. Discussion occurred at the August 31, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council adopt the County Traffic Calming Policy. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

VMWARE EQUIPMENT FOR REGISTER OF DEEDS DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 21, 2013 meeting of the Governmental Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council award an annual maintenance contract renewal to NewVision Systems Corporation, New Canann, Connecticut in the amount of \$51,028 for VMware equipment (official records software) for the Register of Deeds Department. The source of funding is Account 10001122-51110, Maintenance Contracts. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PUBLIC HEALTH INSECTICIDES FOR MOSQUITO CONTROL DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 21, 2013 meeting of the Governmental Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council award a contract to Clarke Mosquito Control Products, Roselle, Illinois in the amount of \$277,138 to purchase public health insecticides. The source of funding is Account 10001400-52320, Public Health Products. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

ANNUAL SUPPORT AND MAINTENANCE OF BIBLIOTHECA FOR RADIO FREQUENCY IDENTIFICATION (RFID) AT BEAUFORT, BLUFFTON, HILTON HEAD ISLAND, AND LOBECO LIBRARY BRANCHES

This item comes before Council under the Consent Agenda. Discussion occurred at the August 26, 2013 meeting of the Community Services Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council award a contract to Biblioteheca, Norcross, Georgia, in the amount of \$256,098 to provide annual support and maintenance of the radio frequency identification (RFID) system at Beaufort, Bluffton, Hilton Head Island, and LobeCo Library Branches. The source of funding is Account 10001621-51110, Maintenance Contracts, Beaufort Branch; Account 10001622-51110, Maintenance Contracts, Bluffton Branch; Account 10001623-51110, Maintenance Contracts, Hilton Head Island Branch; Account 10001624-51110, Maintenance Contracts, LobeCo Branch. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

BALLPARK LIGHTING WARRANTY SERVICE FOR BURTON WELLS REGIONAL PARK

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council award a contract to Musco Lighting, Oskaloosa, Iowa in the amount of \$70,562 to provide ballpark lighting warranty and maintenance for the next ten years at Burton Well Regional Park. The source of funding is Account 10001605-51110, Maintenance Contracts. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

RESOLUTION OF BEAUFORT COUNTY COUNCIL AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF BLUFFTON CONCERNING THE COLLECTION AND EXPENDITURE OF REVENUES FROM MUNICIPAL PROPERTIES IDENTIFIED IN THE BEAUFORT-JASPER MULTI-COUNTY INDUSTRIAL PARK

It was moved by Mr. Stewart, seconded by Ms. Von Harten, that Council adopt a resolution amending the Intergovernmental Agreement between Beaufort County and the Town of Bluffton concerning the collection and expenditure of revenues from municipal properties identified in the Beaufort-Jasper Multi-County Industrial Park. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

A RESOLUTION OF BEAUFORT COUNTY COUNCIL AMENDING THE PREFERRED ALIGNMENT FOR PHASE 5B OF THE BLUFFTON PARKWAY

Main motion: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council adopt a resolution amending the preferred alignment of Phase 5B of the Bluffton Parkway and replacing it by a new preferred alignment attached to this Resolution as Exhibit A and incorporated herein by reference and, contingent upon: (i) the County receiving an indenture deed for the right of way; (ii) the existing Bluffton Parkway property to be abandoned in the future will be removed by the Owner of the property; (iii) the traffic light remain at The Townes at Buckwalter in perpetuity; (iv) the County will not pay to relocate any utility lines outside of the right of way; (v) that Council receive a master plan showing the three access road center lines drawn on a plat for the Robertson property; and (vi) Council adoption is contingent upon receiving these documents.

Motion to postpone: It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council postpone the motion until such time as: (i) the County Administrator can come back to Council with answers to its questions; (ii) receipt of a master plan for the traffic flow patterns, traffic light configuration, and concurrent with 5B realignment; (iii) amendments to the appropriate ordinances such that we are in full compliance at adoption of this resolution; and (iv) if there are modifications to our existing ordinance, with respect to access management, that we do that all

together as one complete package and not piecemeal. The vote: YEAS - Mr. Flewelling, Mr. Stewart and Ms. Von Harten. NAYS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Rodman, Mr. Sommerville and Mr. Vaux. ABSENT - Mr. McBride. The motion failed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Call for a division of the question: Mr. Rodman called for a division of the question. The Chairman granted the request to divide the question.

Motion to amend by addition 1 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon receiving an indenture deed for the right of way. If the condition does not occur for whatever reason, Council will take its preference back. The vote: YEAS – Mrs. Bensch, Mr. Flewelling and Ms. Von Harten. NAYS - Mr. Caporale, Mr. Dawson, Mr. Rodman, Mr. Stewart, Mr. Sommerville and Mr. Vaux. ABSENT - Mr. McBride. The motion failed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Motion to amend by addition 2 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon the action that the traffic light remain at The Townes at Buckwalter in perpetuity. If the condition does not occur for whatever reason, Council will take its preference back. The vote: YEAS – Mrs. Bensch and Ms. Von Harten. NAYS - Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville and Mr. Vaux. ABSTAIN – Mr. Caporale and Mr. Stewart. ABSENT - Mr. McBride. The motion failed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Motion to amend by addition 3 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon a Traffic Access Management Master Plan on Phase 5B and Phase 4. If the condition does not occur for whatever reason, Council will take its preference back. The vote: YEAS – Mrs. Bensch and Ms. Von Harten. NAYS - Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville and Mr. Vaux. ABSTAIN – Mr. Caporale and Mr. Stewart. ABSENT - Mr. McBride. The motion failed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Motion to amend by addition 4 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon the Town of Bluffton's agreement with the owner of the property to deed those rights of way to the Town, and, at that point, the Town will identify and mark the centerlines of the three rights of way. If the condition does not occur for whatever reason, Council will take its preference back. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Stewart, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

Motion to amend by addition 5 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon the County not paying to relocate any utility lines outside of the proposed realignment of Phase 5B.

Mrs. Bensch, as the marker of the motion, and Mr. Flewelling, who seconded the motion, withdrew the motion.

Motion to amend by addition 6 of 6: It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council, as a public expression / declaration of its preferred design, will be contingent upon the existing Bluffton Parkway property, to be abandoned, in the future will be removed by the Owner of the property.

Mrs. Bensch, as the marker of the motion, and Mr. Flewelling, who seconded the motion, withdrew the motion.

Vote on the amended motion, which is not the main motion, and includes the motion to amend by addition 4 of 6: that Council adopt a resolution as a public expression / declaration of its preferred design, for the realignment of the Bluffton Parkway Phase 5B; further, contingent upon the action that the Town of Bluffton agreement with the owner of the property to deed those rights of way to the Town, and, at that point, the Town will identify and mark the centerlines of the three rights of way. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Stewart, Mr. Sommerville, Mr. Vaux and Ms. Von Harten. ABSENT - Mr. McBride. The motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PUBLIC HEARING

SALE OF COUNTY-OWNED PROPERTY / BLUFFTON TECHNOLOGY PARK IDENTIFIED AS TMP NUMBER: R610 030 000 1649 0000 TO THE BLUFFTON ECONOMIC DEVELOPMENT CORPORATION

The Chairman opened a public hearing beginning at 6:04 p.m. for the purpose of receiving public comment regarding an ordinance authorizing Beaufort County to sell real property identified as TMP: R610 030 000 1649 0000 located in Bluffton, South Carolina upon such terms and conditions as he believes reasonably prudent and in the best interests of the citizens of Beaufort County. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:05 p.m.

It was moved by Mr. Stewart, seconded by Mr. Dawson, that Council approve on third and final reading an ordinance authorizing Beaufort County to sell real property identified as TMP: R610 030 000 1649 0000 located in Bluffton, South Carolina upon such terms and conditions as he believes reasonably prudent and in the best interests of the citizens of Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The

motion passed. (Council District 10 is vacant due to the resignation of Steven Baer effective July 31, 2013.)

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:36 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

DRAFT



Memorandum

DATE: September 6, 2013
TO: County Council
FROM: Gary Kubic, County Administrator *Gary Kubic*
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place August 26, 2013 through September 6, 2013:

August 26 – 30, 2013

- Personal leave

September 2, 2013

- Labor day holiday

September 3, 2013

- Meeting with Judge Carmen Mullen
- Governmental Committee meeting

September 4, 2013

- Agenda review
- Meeting with Steve Riley, Hilton Head Island Town Manager, re: Barrier wall at Hilton Head Island Airport

September 5, 2013


- Meeting with Pastors Arthur Cummings and Sam Spain re: Community event -November 2013
- Staff meeting re: Patsy Hand/ Beaufort County Library Trustee Letter re: FY 2014 Appropriation for Library Services

September 6, 2013

- PALS weekly meeting with Scott Marshall, Director of PALS, and Bryan Hill, Deputy County Administrator
- 2014 Rural & Critical Photo Contest Judging
- Follow-up meeting with County Attorney Josh Gruber, Assistant County Attorney Allison Coppage, and Attorney Jim Scheider of Vaux & Marscher re: Graves rezoning



Memorandum

DATE: September 6, 2013
TO: County Council
FROM: Bryan Hill, Deputy County Administrator 
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place August 26, 2013 through September 6 2013:

August 26, 2013 (Monday):

- Meet with Alicia Holland, Interim CFO
- Prepare for County Council and Community Services Meetings
- Community Services Committee Meeting
- County Council

August 27, 2013 (Tuesday)--Bluffton:

- Meet with Chief Turner, Bluffton Township Fire District
- Bluffton Hours
- Meet with Alicia Holland, Interim CFO

August 28, 2013 (Wednesday):

- Meet with Suzanne Gregory, Employee Services Director
- Meet with Rob McFee, Infrastructure & Engineering Director re: Lady's Island Airport Grants
- Various Site Visits

August 29, 2013 (Thursday):

- Site Visits to Public Works, Animal Shelter and Mosquito Control
- Meet with Alicia Holland, Interim CFO and Joshua Gruber, County Attorney
- Meet with Dan Morgan, MIS/GIS Director, Alicia Holland, Interim CFO, Scott Grooms, Broadcasting Director re: DSN Conference Room Television Purchase

August 30, 2013 (Friday):

- Site Visits to Various County Boat Landings
- Meet with Edra Stephens, Business License Director, Joshua Gruber, County Attorney and Allison Coppage, Asst. County Attorney
- Meet with Stewart Rodman, Councilman, Joshua Gruber, County Attorney and Allison Coppage, Asst. County Attorney

September 2, 2013 (Monday)--LABOR DAY:

- Closed

September 3, 2013 (Tuesday):

- DA Meeting
- Meet with Robert McFee, Engineering & Infrastructure and Anthony Criscitiello, Planning re: Hilton Head National
- Meet with Phil Foot, Public Safety Director re: North/South EMS Unit Placement
- Meet with Monica Spells, Compliance Officer
- Governmental Committee Meeting

September 4, 2013 (Wednesday):

- Meet with Robert McFee, Engineering & Infrastructure re: CIP and Space Utilization
- Agenda Review
- Meet with Bernie Kole, United Way re: Vendor Fund Raising
- Bluffton P.M. Hours

September 5, 2013 (Thursday)--Bluffton:

- Bluffton Hours A.M.
- Attend Beaufort County Library Trustee Letter Meeting

September 6, 2013 (Friday):

- Meet with Colin Kinton, Traffic Control re: Traffic Light Upgrades
- Meet with Mark Roseneau, Facilities Maintenance re: Space Allocation and Staff Movement
- Meet with Gary Kubic, County Administrator and Scott Marshall, PALS Director
- Meet with Suzanne Gregory, Employee Services
- Meet with Alicia Holland, Interim CFO

**Committee Reports
September 9, 2013**

A. COMMITTEES REPORTING

1. Community Services

① Library Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
08.26.13	Elizabeth Camputaro	Council District 4	Appoint	6 of 11 (1 st term)

2. Finance

① Accommodations Tax Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
08.12.13	Jennifer Kovacs	Hospitality / Lodging	Reappoint	10 of 11 (4 th term)

3. Governmental

① Minutes from the September 9 meeting provided September 23. See main agenda items 9A, 9B, 9C, and 9D.

② Lowcountry Council of Governments

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
08.26.13	Jim Outlaw	At-Large	Appoint	6 of 11 (1 st term)

4. Public Facilities

① Southern Beaufort County Corridor Beautification Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
08.26.13	Henry Diercxsens	Council District 5	Appoint	6 of 11 (1 st term)
08.26.13	Carol Humphrey	Council District 10	Appoint	6 of 11 (1 st term)

B. COMMITTEE MEETINGS

1. Community Services

William McBride, Chairman

Tabor Vaux, Vice Chairman

➔ Next Meeting – Monday, September 23 at 2:00 p.m., Hilton Head Island Branch Library

2. Executive

Paul Sommerville, Chairman

➔ Next Meeting – Monday, October 14 at 2:30 p.m., ECR

3. Finance

Stu Rodman, Chairman

Rick Caporale, Vice Chairman

➔ Next Meeting – Monday, October 21 at 2:00 p.m., BIV

4. Governmental

Jerry Stewart, Chairman

Laura Von Harten, Vice Chairman

➔ Next Meeting – Monday, October 7 at 4:00 p.m., ECR

5. Natural Resources

Brian Flewelling, Chairman

Cynthia Bensch, Vice Chairman

➔ Next Meeting – Monday, October 7 at 2:00 p.m., ECR

6. Public Facilities

Gerald Dawson, Chairman

➔ Next Meeting – Monday, September 16 at 4:00 p.m., ECR

7. Transportation Advisory Group

Paul Sommerville, Chairman

➔ Next Meeting – To be announced.



BLUFFTON TOWNSHIP FIRE DISTRICT

357 FORDING ISLAND ROAD
BLUFFTON, SOUTH CAROLINA 29909
843-757-2800 • FAX 843-757-7305

August 27, 2013

Mr. Bryan Hill
Beaufort County Deputy Administrator
P.O. Drawer 1228
Beaufort, SC 29901

Mr. Hill,

Thank you for the very helpful meeting on Tuesday, August 27, 2013. During this meeting, we discussed a number of subjects including the problem history of our Sutphen ladder truck. This letter is advising you of our request to sell the truck and replace it with a more dependable and appropriate truck that meets our requirements and is within our strategic planning and financial ability. We recommend that we accept the Sutphen manufacturer's offer to purchase the truck, dated July 24, 2013 (see attached copy) and proceed to purchase the replacement within this fiscal year.

The following is our recommendation for purchasing a new aerial truck to replace the 2006 Sutphen aerial. After reviewing the potential options for a replacement, we have set a maximum required amount for the project at \$900,000. The sale price for the Sutphen is \$305,000 which leaves a difference to come from the District at \$595,000. We recommend the District use impact fees for this project for the following reasons:

The current impact fee account balance is \$584,171, this is within \$11,000 of the amount required and most likely with some careful negotiations we can make the vehicle budget fit within this amount. Impact fees can be used for this project since the purchase price is greater than \$100,000 which makes this a "system upgrade".

Utilizing impact fees will not further lower the general reserves. The balance in the general reserve will be approximately \$2,000,000 after the construction at Station #30 is completed. Utilizing impact fees does not require the District to enter into debt for the project. This will keep in line with our philosophy that the District needs to reserve the use of debt until there is no other option.

Development is beginning to return to the area. Although slowly, the District is seeing some increase in the rate in which the impact fund is growing. Funds can be expected to be replaced at a rate of \$175,000 to \$200,000 each year.

The BTFD Board Members are well informed of the details of the truck sale and the necessity to purchase a replacement truck. The Board, at its August 20, 2013 monthly Board meeting, approved the sale of the Sutphen for the price of the Manufacturers offer of \$305,000.00 and also approved a request to amend the current operating budget for the purchase of a replacement vehicle not to exceed \$900,000.00. The funding of the \$900,000.00 is detailed above.

Mr. Reynolds and I will follow up with you soon.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Barry Turner". The signature is written in black ink and is positioned above the typed name and title.

Barry Turner
Fire Chief,
Bluffton Township Fire District



BLUFFTON TOWNSHIP FIRE DISTRICT

Considerations for the Sutphen SPH-100 Aerial Apparatus

Staff Study Report and Recommendations

April 16, 2013

Introduction

This study is to identify the feasibility along with the positives and negatives of maintaining and/or replacing the Fire District's 100ft Aerial Truck manufactured by the Sutphen Corporation.

Problem

The Bluffton Township Fire District owns and operates an aerial device that is currently out of service due to the potential catastrophic failure of the 100 foot ladder. The consistent failure of the ladder's extension cables and numerous ladder component failures from this ladder and similar documented incidences from other fire departments require the fire district administration to remove the apparatus from service. The apparatus does not provide a sense of safety and reliability to those who must operate and climb the ladder which creates a lack of confidence in the apparatus. Secondary to the safety and life hazard issue, the apparatus has steadily become a costly maintenance expenditure. This apparatus needs to be evaluated before further safety and expense issues arise.

Facts Bearing on the Problem

Emergency calls for service have been on a rise in the Bluffton Township Fire District for many years. This requires emergency responders to handle numerous calls for service, these calls for service range in variety and severity.

Prior administration deemed the need for the district to acquire an aerial device that would benefit the citizens and property in which it protects. A committee was formulated to seek out the best apparatus for the needs of the district. After all of the reviews of apparatus manufactures, and the functions they offer, one was chosen for the district, the Sutphen SPH-100. The purchase price was \$837,673.00 unequipped.

This apparatus was purchased in September of 2006 but was never placed into service until March of 2007. Prior administration failed to have personnel trained before delivery of the apparatus and was slow to have qualified operators trained in a timely fashion. There was also a delay in having the equipment for the apparatus purchased and installed for use.

The apparatus, upon delivery, had a (1) one year full warranty with a (2) year aerial device mechanical warranty and a twenty (20) year aerial device structural warranty. The time the apparatus was being used for training and sitting idle exhausted much the full "bumper to bumper" warranty.

The administration changed on October 30, 2007. Barry Turner was promoted to Fire Chief and John Thompson was promoted to Deputy Fire Chief. The administration contacted Sutphen to inquire about the issues. Sutphen agreed to repair several items of failure that were out of the warranty period with no cost to the Fire District.

Discussion

Bluffton Township Fire District uses this apparatus for several different applications. Its primary function is for structure fires, where an elevated water stream is desired for operations. It also provides a safe means of ventilating roof top structures and victim removal from higher elevations. This apparatus also functions as part of our Special Operations Team. It responds with equipment and personnel for rescue incidents district wide.

Eventually when the apparatus was placed in service during March of 2007 and routinely used to respond on alarms, problems started to occur that needed to be corrected with the first mechanical issue being identified on August 1, 2007. These problems were repaired but continued to reoccur as time passed. The problems were found to be faulty electrical connections on the vehicle stabilizers for the aerial device. While investigating the cause of the initial malfunction more problems were found that originated during construction of the apparatus.

During that time the local Sutphen dealer, Dickert Marketing, lost their dealership status with the Sutphen Corporation. We directly contacted the manufacturer in Amlin, Ohio to address the problems and find a solution. We were advised that the Sutphen Corporation had teamed up with Stevens Fire Equipment from Morganton, North Carolina to be the new local vendor. The owner, Jerry Stevens, personally met with us to address our problems and to offer a solution. Mr. Stevens had our repairs completed at no cost to the district. Stevens Fire Equipment is an authorized Sutphen dealer who does not have an on-staff maintenance facility or personnel. They must rely on an out-sourced third party technician to complete their repairs. Palmetto Fire Apparatus from Hardeeville, SC made the required repairs on behalf of Stevens Fire Equipment during this period. *(Currently, Palmetto Fire Apparatus no longer contracts maintenance for Stevens Fire Equipment.)*

The issues which were repaired consisted of:

- Electrical problem with the sensors
- Rear wheels not tracking straight behind the front wheels, replaced all rear wheels
- Suspension air bag in contact with rear wheel
- Missing inner wheel skirt brackets

Some other major issues which required repair were,

- transmission failure
- radiator failure which has been repaired three times and replaced once.

The most important component of the apparatus is the 100ft. aerial ladder. Without the ladder the apparatus is just another pumper/engine. Unfortunately this is the most problematic part of the apparatus. Listed below is a time line of events that are dictating this study.

During an annual ladder certification test on August 01, 2007 it was found that there was damage to the 3rd set of extension cables that extend the ladder out. The cables were replaced and the truck returned to service.

On August 29, 2008 the same certification test was conducted and the left side base extension cables that extend the ladder were damaged. The cables were replaced and the truck returned to service.

During a training scenario, on March 18, 2009, the cable on the 1st extension section failed while firefighters were on the ladder. The truck was repaired and then tested by a third party company on April 09, 2009. The results of the test were the 3rd set of extension cables were found to be damaged and needing to be replaced again. The cables were replaced and the ladder was then retested on April 25, 2009 and the truck returned to service.

On January 20, 2010 two Sutphen employees were here working on the ladder as it was having problems retracting. While the two Sutphen employees were elevated on the ladder the 3rd set of extension cables failed. The truck was then set back to Amlin, Ohio for repair. The truck was placed back in service on February 16, 2010

On July 20, 2011 the ladder was being set up for training behind Station 35 when the 3rd set of extension cables failed once again. The cables were replaced and the ladder certified by the third party company on November 12, 2011 and was returned to service.

After this last cable failure in 2011 the District decided to contract out all ladder maintenance with C&C Fire Apparatus in North Carolina. C & C was identified by Sutphen Corporation as the local service representative for their equipment. Sutphen also recommended the ladder and its' assemblies be serviced every twenty-five hours of use. By following this procedure it is the District's intent to reduce its liability with the truck due to any potential in-house maintenance issues. Sutphen Corporation has contended the Fire District's in-house lack of maintenance has been a factor in the repeated cable failures. The District disputes this claim and feels the records and documentation it has more than proves all maintenance performed on the vehicle met the requirements specified by Sutphen. In addition, the District's maintenance technicians have been to Sutphen school at the factory in Amlin, Ohio and are certified through a third party accreditation agency. Each time the ladder is serviced by C & C the cost is approximately \$1200.00.

Unfortunately the District's apparatus is not the only one to have problems. There have been similar cable failures in other departments across the nation. The most noteworthy incident occurred on August 16, 2012 when the Green Valley Fire Department in Arizona had five people injured when their Sutphen aerial truck suffered a catastrophic cable failure and the ladder unexpectedly retracted almost 40 feet. The truck in question is the same model as the

District's Sutphen. In addition, a Sutphen aerial in Sedona, Arizona has also experienced cable failures but fortunately no injuries. There have also been reported issues with cables on similar Sutphen aerials in Ohio and Florida as well.

Due to the cable failures the District's Sutphen has experienced it was removed from service when the Green Valley incident occurred. The Administration determined the liability was too great for the District, especially when there were other departments experiencing remarkably similar issues and failures with cables on their aerial trucks. The decision was made to leave the apparatus out of service pending an official investigation of the Green Valley accident. The Arizona Department of Public Safety, National Institute of Safety and Health (NIOSH), and independent engineers hired by Green Valley are working on the investigation. The Fire District's Administration has serious reservations about the safety and reliability of the truck we own. In addition, the rank and file Firefighters have lost all confidence in the truck and its safety and capabilities. This places the District in a very difficult situation and as such we are exploring several options to determine how to proceed.

After much discussion and research, the Administration has determined the truck poses too great a liability to maintain it in our fleet. Therefore, the District would like to present the following three (3) options for the Board's consideration.

Option 1

The District will sell the apparatus to an authorized fire apparatus buyer, who specializes in buying and reselling used equipment, and then replace the apparatus with another truck. This option has been reviewed by the District's legal representation. (See Exhibit A, Vaux 's Opinion)

Recommendation: *The administration supports this option because it provides protection from liability after the apparatus is sold and out of the possession of the Fire District. Under this option the buyer purchases the apparatus as is with full disclosure from the Fire District. This will include all maintenance records and history as well as contacts directly to Sutphen Corporation who can discuss the apparatus.*

Buyers have indicated the value of the truck to be anywhere between \$300,000 to \$700,000. Once sold, the District could then purchase a replacement for the apparatus. Used trucks, stock/demonstrator trucks, and new trucks will be evaluated to determine the best value for the District.

Option 2

The District could trade the apparatus in towards the purchase of a newly constructed truck that would be built to our full specifications.

Recommendation: *Most apparatus manufacturers do not accept trade-ins. Rather, they contract with brokers who broker deals to dispose of the truck.*

Under this arrangement, the purchaser would pay the District directly for the brokered amount and as part of the deal, the broker receives a percentage of the sales price. The problem is that since the deal was brokered there still remains some liability issue since the truck will likely be placed into service with another department (purchaser) and the broker is completely out of the deal. Any issues with the apparatus could then fall back onto the District. In addition, by pursuing the trade in route, the value received for the truck will be low (\$300,000 to \$350,000) and the District is setting itself up to have to purchase a new truck (\$950,000). The used and demonstrator options are off the table and cost could become an issue.

Option 3

The District would seek the assistance of legal representation to try and have the manufacturer (Sutphen) replace the apparatus and or make restitution to the District.

Recommendation: If legal representation is pursued, the process may be one that is lengthy and allow further depreciation to the apparatus. This option is one that may or may not be favorable for the District and the resulting costs associated with this route could quickly exceed any benefit that may be gained. This may have been a more appropriate route much earlier when the vehicle was relatively new and already having problems (2006-2007). Considering the truck is now seven (7) almost eight (8) years old it is approaching 50% of its service life.

Conclusion

Considering the Fire District administration's extensive knowledge of the daily operational components that are required to provide emergency service delivery to the citizens, to assure the protection of the firefighters and to be financially responsible with the funds of the citizens, it is the opinion of the administration that the ladder apparatus should be replaced.

ROBERTS VAUX
WILLIAM F. MARSCHER, III

VAUX & MARSCHER, P.A.

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ATTORNEY AT LAW
DIRECT DIAL: 843.706.7411
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April 18, 2013

RE: Fire Truck

Chief Barry Turner
Bluffton Township Fire District
By way of email only to turner@blufftonfd.com

Dear Chief Turner:

You have requested an opinion of this firm regarding the disposition of the ladder truck presently owned by the District. The District has experienced a number of problems with the ladder collapsing onto itself and while no one has been injured there have been other instances similar to ours that have occurred elsewhere in the United States in which injuries have occurred. The District has taken all appropriate acts to include having the manufacturer's recommended maintenance company perform all recommended maintenance and repairs; notwithstanding these efforts the repairs are to no avail.

The question then becomes how the District disposes of the truck in a fashion that minimizes any perspective purchaser from making some claim against the District. There are several options:

1. Sale of the truck on the open market. In our opinion this option leaves the District open to warranty claims and claims about lack of full disclosure, hidden defects, etc. and we most definitively recommend AGAINST this option.
2. Place the truck with a broker for sale. While a better choice than 1 above for the same type of reason we recommend against, the issue being that the broker is our agent and acting on our behalf.

3. Trade the truck in either with the present manufacturer or some different manufacturer;
 - a. If the District does business with the same manufacturer then the District stands a better chance of becoming whole; it is understandable that the Administration does not want to do business having had as many quality problems, warranty problems and maintenance issues.
 - b. Trade the vehicle in with some new manufacturer disclosing to it all of the problems and filing suit against the current manufacturer. This firm has discussed with the Administration handling that matter on a contingent fee manner.

With best wishes, I remain,

Yours truly,

Roberts Vaux

RV:bc



BLUFFTON TOWNSHIP FIRE DISTRICT

357 Fording Island Rd
Bluffton, South Carolina 29909

Memorandum

To: Chief Turner

From: Asst. Chief Boulware

Date: August 27, 2013

Subj: Sutphen Ladder Replacement

We have been conducting research on various aerial apparatus' to replace the Sutphen SPH-100 that the district currently owns. The research was based upon several factors in determining a suitable replacement. Although every manufacturer claims to have the most dependable apparatus ever built, we have to look at what has worked for the Bluffton Township Fire District in the past thirty five years of service.

The first factor is dependability/reliability. The district needs an apparatus that will be ready for response at all times and that will last for twenty plus years. Second is service. We need an apparatus manufacturer that will stand behind their product and provide quick dependable service when needed. Third is cost. All the apparatus that we researched vary in price which determines how and what materials they are constructed of. Finally warranty. Which apparatus will provide a suitable warranty and list specific warranties for each component used in the construction of the apparatus.

After comparing several vendors in our immediate local area which is based on a four hour travel distance or less, we have determined that the 2012 Pierce Arrow XT 100' Aerial is best suited for our use. This specific apparatus was constructed as a demo unit to show prospective buyers its capabilities. Currently the apparatus has 11,845 miles. When searching out for used apparatus there were some that could meet our needs, however they have no warranties with them. If we purchased a used apparatus, we could be taking on a problem like the one we have now. If the district were to pursue a 2014 built to order apparatus, identical to the proposed 2012 unit, the cost would be \$1,007,357.00 resulting in a difference of \$137,479.00.

Spartan Fire & Emergency Apparatus in Roebuck, South Carolina, is the local Pierce dealer for South Carolina. Bluffton Township Fire District has purchased five Peirce apparatus' from Spartan Fire over the past years with great success. Every Pierce apparatus that we have purchased is still currently operating as a front line apparatus. Anytime we have had an issue with any Pierce apparatus, Spartan Fire, along with Pierce Manufacturing, have stood behind their product with service and customer satisfaction.

The following is the Pierce warranty certification summary from date of manufacture, March 2012.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal. Bumper to bumper 1 year warranty

ENGINE WARRANTY

A Detroit Diesel five (5) year limited engine warranty will be provided. A limited warranty certificate, WA0180, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard three (3) year limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The Champ transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the Champ warranty coverage and will not exceed \$10,000 per occurrence. A limited warranty certificate, WA0186, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of ten (10) years. A five (5) year limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

TWENTY (20) YEAR AERIAL DEVICE STRUCTURAL INTEGRITY WARRANTY

The Pierce device limited warranty certificate, WA0052, is included with this proposal.

AERIAL SWIVEL WARRANTY

An Amity five (5) year limited swivel warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

HYDRAULIC SYSTEM COMPONENTS WARRANTY

Aerial hydraulic system components will be provided with a five (5) year material and workmanship limited warranty.

HYDRAULIC SEAL WARRANTY

Aerial hydraulic seals will be provided with a three (3) year material and workmanship limited warranty.

A copy of the warranty certificates will be submitted with the bid package.

AERIAL WATERWAY WARRANTY

An Amity ten (10) year limited waterway warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FOUR (4) YEAR PRO-RATED PAINT AND CORROSION

A Pierce aerial device limited pro-rated paint warranty certificate, WA0047, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

TWO (2) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY

A Harrison Hydra-Gen limited warranty certificate, WA0051, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

Pierce manufacturing will provide a cab crash test certification with this proposal. The certification states that the cab must meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks

- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks

- Roof Crush

The cab will be subjected to a roof crush force of 100,000 lb. This value will be 450 percent of the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of ten (10) metric tons.

- Side Impact

The cab will be subjected to dynamic preload with a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of energy. This test will closely represent the forces a cab will see in a rollover incident.

- Frontal Impact

The cab will withstand a frontal force produced from 65,200 ft-lb of energy using a swing-bob type platen.

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

CAB DEFROSTER CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 *Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles*. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

CAB HEATER CERTIFICATION

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. The cab heaters will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- 1) Documentation of the electrical system performance tests.
- 2) A written load analysis, which will include the following:
 - A) The nameplate rating of the alternator.
 - B) The alternator rating under the conditions specified per:
Applicable NFPA 1901 or 1906 (Current Edition).
 - C) The minimum continuous load of each component that is specified per:
Applicable NFPA 1901 or 1906 (Current Edition).
 - D) Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - E) Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

PIERCE 100' PLATFORM WARRANTY PAGES (STOCK 24651)



J

319 Southport Road, Roebuck, SC 29376
 Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Bluffton Township Fire District
 357 Fording Island Rd.
 Bluffton, SC 29910

Date of Proposal: August 20, 2013
 F.O.B.: Bluffton Township
 Estimated Delivery: Immediate
 Payment Terms: Net Pymt. at Pick-Up
 Salesman: Robert E. Fore, IV

Item	Qty.	Description	Price	Amount
1	1	Pierce Arrow XT 100' Rear Mount Platform with Detroit		
		DD13 500 HP Diesel Engine, Allison EVS 4000 HD Trans.,		
		No Pump/No Tank, Harrison 10 KW Hydraulic Generator,		
		Ladder/Pike Pole Compliment, Built in Accordance to		
		NFPA 1901 and as per Stock Unit 24651		\$869,578.00
2	1	South Carolina Sales Tax		\$300.00
		Delivery and Preparation Charges Included		
		Note: The above price includes \$5,600.00 to paint top of		
		cab red in-place-of the white two-tone and \$3,000.00 to		
		match graphics from previous Pierce Impel Pumper		
		Stock Units availability are subject to prior sale		

TOTAL \$869,878.00

RESOLUTION 2013 /

A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

WHEREAS, Beaufort County Council may appoint and commission as many animal service officers as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, each candidate for appointment as a Beaufort County Animal Service Officer has completed training and whatever certification may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that:

1. County Council hereby appoints and commissions the following individual as Animal Service Officer for Beaufort County:

Tallulah Trice, Director of Beaufort County Animal Services

2. Each Animal Service Officer shall present the appropriate certificate to a duly-appointed magistrate for Beaufort County to take the oath of office prior to any official action as an Animal Service Officer.

Adopted this ___ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MEMORANDUM OF UNDERSTANDING

Draft July 26, 2013

This Memorandum of Understanding (the “Memorandum”) is entered into this _____ day of _____, 2013, by and between Beaufort County, a body politic and political subdivision of the state of South Carolina (hereinafter referred to as the “County”) and the Lowcountry Economic Alliance, a South Carolina not for profit corporation (hereinafter referred to as “LEA”) regarding the provision of various services to advance economic development interests in Beaufort County (hereinafter referred to as “Services.”)

WHEREAS, Beaufort County desires to promote the expansion, relocation, and establishment of economic development opportunities within the geographic boundaries of Beaufort County and throughout the Lowcountry region; and

WHEREAS, LEA has the professional capacity to provide the services necessary to carry out the goals of Beaufort County with regards to economic development services; and

WHEREAS, Beaufort County Council has appropriated funding in an amount not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) for purposes that are more fully outline below.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the County and LEA, the parties hereto agree as follows:

1. Responsibilities of the County

Beaufort County agrees to provide a one-time funding request to LEA in an amount not to exceed \$190,000.00 which shall be used to carry out the projects to be undertaken by LEA as more fully described herein.

2. Responsibilities of LEA

Upon receipt of the funds identified above, LEA shall undertake to provide the following services for the advancement of Beaufort County’s economic development interests:

A. Site Analysis and Site Feasibility Study

LEA shall undertake to subcontract with one or more qualified vendors to conduct a site analysis of potential and existing industrial properties along the SC 17, SC 21, SC 170 and SC 46 highway corridors in order to develop an inventory of possible sites that may be utilized for economic development purposes. Additionally, the study shall also evaluate and

determine the infrastructure needs for each parcel and a correlating plan to fund any such needs.

The allocation of Beaufort County funding necessary to fulfill this requirement shall not exceed \$85,000.00.

B. LOOPnet Interface

LEA shall undertake to improve its existing GIS systems by linking/interfaces with the LOOPnet system to provide a comprehensive inventory of available commercial properties within Beaufort County on the LEA website.

The allocation of Beaufort County funding necessary to fulfill this requirement shall not exceed \$10,000.00.

C. SC Works Program Committee/Educational Program Analysis Committee

LEA shall undertake to manage and staff a committee to participate in the SC Works Program which will evaluate and monitor the Beaufort County labor pool and other associated matter. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

Additionally, LEA shall undertake to form and manage an Education Program Analysis Committee involving participants from the Technical College of the Lowcountry, University of South Carolina Beaufort, and the Beaufort County School District. This committee will work to expand existing programs or develop new programs that will be able to provide skilled, trained, and educated employees to targeted industries. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$30,000.00

D. Promotional Video Production

LEA shall undertake to subcontract with one or more competent vendors to create and produce a promotional video highlighting the economic development opportunities/potential of Beaufort County.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$10,000.00

E. Blue Ribbon Task Force

LEA shall undertake to create and manage a Blue Ribbon Task Force which shall include key stakeholders and influential parties from within Beaufort County who shall provide the necessary input and reactions to the development of messages and marketing information. All members recruited for participation on the Task Force shall be reviewed and approved by the Chairman of the Governmental Committee and the Beaufort County Administrator. LEA shall provide a report on the activities, goals, and accomplishments of the committee to Beaufort County Council on no less than a quarterly basis.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$25,000.00

F. Internal Marketing Plan

LEA shall undertake to subcontract with one or more competent vendors who will prepare and develop an internal education/marketing plan for local business owners and citizens that provides a clear and concise message defining the concept of economic development and will provide a better understanding of the job creation priorities in Beaufort County.

The allocation of Beaufort County funding necessary to fulfill these requirements shall not exceed \$30,000.00

LEA agrees by acceptance of the funding from Beaufort County that it shall undertake to fully complete and carry out the above identified projects within the identified budget limitations. Additionally, LEA agrees that any funds remaining after the above identified projects have been completed will be returned to Beaufort County unless otherwise directed by Beaufort County Council. Should LEA fail to undertake or complete any of the identified projects listed above, it shall return the portion of funds identified for any such project(s).

3. General Requirements of the Agreement

- a. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and the LEA.
- b. The LEA may not assign this Agreement to another organization without the prior written approval of the County.

4. Default Remedies

In the event the LEA does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may immediately terminate this Agreement without further notice.

5. Term

The term of this Memorandum of Understanding shall be from the date of execution until June 30, 2013, and shall be automatically terminated thereafter or at such time as LEA has satisfied the requirements of the Agreement outlined above, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

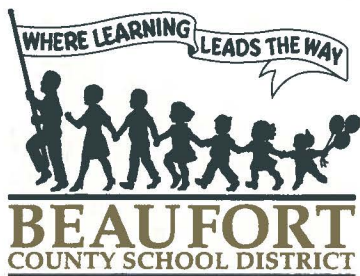
**LOWCOUNTRY ECONOMIC
ALLIANCE**

By _____
Gary Kubic
County Administrator

By _____
Kim Statler
Executive Director

Date _____

Date _____



BEAUFORT COUNTY BOARD OF EDUCATION

BILL EVANS

Chairman, District 2
Lady's Island, Beaufort

September 4, 2013

MARY CORDRAY

Vice Chairman, District 8
Bluffton

DELIVERED VIA EMAIL

Chairman Paul Sommerville

LAURA BUSH

Secretary, District 9
Bluffton, Daufuskie

Beaufort County Council

100 Ribaut Road

Beaufort, SC 29902

EARL CAMPBELL

District 1
Burton, Dale, Lobeco, Seabrook

RE: Final Millage Setting – Beaufort County Council

MICHAEL RIVERS, SR.

District 3
St. Helena Island

Dear Paul:

JIM BECKERT

District 4
Beaufort, Port Royal

As has been done in years past, the School District anticipated having the final millage setting on August 26, 2013. Final reassessment numbers were provided to our staff on Thursday evening, August 22, 2013 for this purpose. This reassessment information indicated an increase in the mil value from what was originally provided to us on March 26, 2013. The ordinance approved in June 2013 established a mil rate at 100.55 appropriating \$121,297,587 in local tax revenue.

GERI KINTON

District 5
Burton, Okatie

PAUL ROTH

District 6
Bluffton

During the budget process, the School Board made it very clear that the only desire for the School District was to have a reassessment process with revenue neutrality. It has been never the intention of the School Board to experience a windfall of revenue during this reassessment process. After reviewing the updated reassessment information received from the County staff, it appears that we can achieve the same tax revenue appropriation with a lower mil rate due to an increase in our mil value. According to County staff, we understand that this would involve a reduction in our established mil rate from 100.55 to 97.44.

EVVA ANDERSON

District 7
Bluffton

VACANT

District 10
Hilton Head Island

JOANN ORISCHAK

District 11
Hilton Head Island

DR. JEFFREY MOSS

Superintendent

We believe lowering our mil rate is the right thing to do on behalf of our tax payers. Therefore, on behalf of the School Board, I am hereby requesting that the Ordinance approved on June 24, 2013 be modified to reflect a millage rate to achieve the same appropriated revenue amount of \$121,297,587.

ROBYN CUSHINGBERRY

Executive Assistant to the Board

Chairman Paul Sommerville

September 4, 2013

Page -2-

We would like to reserve the right to revisit this adjusted rate next year when the tax collection results will be available and we are hopeful that County Council would be open to making any necessary adjustments in the event the appropriated revenue stated in the ordinance was not achieved.

Thank you for your consideration in matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Evans", written in a cursive style.

William M. Evans

Beaufort County School District Chair

cc: Board of Education members
Beaufort County Council members
Jeffrey C. Moss, Ed.D., Superintendent
Phyllis White, Chief Operational Services Officer
Gary Kubic, County Administrator

2014 ATAX Tax Board Recommendations-ATax Distribution

Organization	Event/Project	Amount Reqd	Amt. @ \$500K	Additional @ \$575K	Total @ \$575k	Last Year	Notes	%of Ask@%500K	%of ASK @ \$575k
1 Keep Bft County Beautiful	Clean Waterways Project	\$2,800	\$2,000		\$2,000	\$2,800	4 Clean-ups	71.40%	71.40%
2 Port Royal Sound Found.	Maritime Center project	\$75,000	\$20,000	\$10,000	\$30,000		Contributory	26.70%	40.00%
3 Penn Center	Marketing 31st Heritage days	\$30,000	\$20,000		\$20,000	\$16,000	General	66.70%	66.70%
4 HHI Symphony	TV ads-Jan-May 2013	\$10,000	\$6,000		\$6,000	\$4,000	TV spots	60.00%	60.00%
5 Historic Beaufort	Festival of Homes and Gardens	\$7,500	\$5,000		\$5,000	\$3,200	Advertising	66.70%	66.70%
6 Beaufort Soil & Water	Whale Branch Paddling Trail	\$1,950	\$1,500		\$1,500		Consultant fees	76.90%	76.90%
7 Sandbox	Summer fun series/tourist programs	\$10,762	\$5,000		\$5,000	\$4,700	Operations	46.50%	46.50%
8 Arts Council of BC	Story telling fest.	\$28,307	\$12,000	\$8,500	\$20,500	\$9,000	Advertising & Marketing	42.40%	72.40%
9 Art League of HHI	Craft Hhead	\$10,000	\$3,000		\$3,000	\$2,000	American Craft	30.00%	30.00%
10 Greater Bluffton C of C	Boiled Peanut Festival & Taste of Blft	\$23,750	\$5,000		\$5,000		Marketing	21.10%	21.10%
11 Coastal Discovery Museum	Cultural and Eco Tourism	\$28,500	\$20,000		\$20,000	\$20,000	Eco-marketing	70.20%	70.20%
12 Beaufort Art Assoc.	Print ads for Spring Art Show	\$3,800	\$1,750		\$1,750	\$1,400	Travel section for Our State	46.10%	46.10%
13 Arts Center of Coastal Carolina	Tourism marketing Unincorporated BC	\$20,000	\$13,000		\$13,000	\$9,000	Web,	65.00%	65.00%
14 BC Historical Society	Historic markers	\$10,000	\$4,000		\$4,000	\$5,000	2 markers	40.00%	40.00%
15 Friends of Hunting Is. Park	Digital media tours	\$29,750	\$25,000	\$4,750	\$29,750			84.00%	100.00%
16 Concourse d'Elegance	Car show	\$20,000	\$15,000		\$15,000	\$12,000	Clt, Jax and Atl	75.00%	75.00%
17 BC Black Chamber	Cultural tourism marketing	\$100,000	\$65,000	\$10,000	\$75,000	\$60,000	Preservation and Prevention	65.00%	75.00%
18 Friends of Spanish Moss Trail	Video marketing campaign	\$27,000	\$15,500		\$15,500		E-marketing and web site	57.40%	57.40%
19 Blft Historical Preservation	Heyward House	\$25,000	\$20,000		\$20,000	\$20,000	Ops.	80.00%	80.00%
20 Beaufort Chamber	Tourism marketing	\$130,000	\$81,100	\$19,150	\$100,250	\$95,000	Media advertising	62.40%	77.10%
21 L/C Golf Course Owners Assoc	Golf broadcast campaign	\$25,000	\$15,000		\$15,000	\$18,000	TV spots	60.00%	60.00%
22 Bft Film Society	International Film Festival	\$15,000	\$13,500		\$13,500	\$15,000	Radio and TV and magazines	90.00%	90.00%
23 Daufuskie Historical Found.	Kennedy Trail guide	\$3,000	\$1,500		\$1,500	\$2,000	Guides @ \$1,500 for 5000	50.00%	50.00%
24 Main St. Beaufort	Tourism ad campaign	\$46,350	\$25,000	\$5,000	\$30,000	\$20,000	Prevention, NC/SC, radio, Internet	53.90%	64.70%
25 SC Repertory Co.	New Marketing efforts 2013-14	\$6,000	\$-	\$2,600	\$2,600	\$2,500	Increased marketg.	0.00%	43.30%
26 Experience Green	Sustainability in Golf Symposium	\$12,000	\$6,000		\$6,000	\$2,500	Independent after 2014	50.00%	50.00%
27 HHI Choral Society	Digital and Marketing Phase II	\$6,150	\$2,650		\$2,650	\$2,000	YouTube expenses	43.10%	43.10%
28 Sea Island Rotary Club	Hunting Island Adventure Biathlon	\$3,500	\$-		\$-	\$20,000	Highly profitable	0.00%	0.00%
29 BC Government	HHI Air Day	\$10,000	\$-		\$-		No plan	0.00%	0.00%
30 BC Government	Lady's Is. Air Day	\$10,000	\$-		\$-		No plan	0.00%	0.00%
31 Carolina Cups	Loco Motion walk	\$9,500	\$3,000	\$2,000	\$5,000		TV spots	54.40%	52.60%
32 Mitchelville Preservation	Marketing	\$25,000	\$20,000		\$20,000	\$10,000	Contributory	80.00%	80.00%
33 Lowcountry Resort and Visitors Center	General marketing	\$56,400	\$25,000	\$5,000	\$30,000	\$25,500	Contributory	44.30%	53.20%
34 Blft. Seafood and Arts Festival	Festival	\$5,000	\$5,000		\$5,000	\$5,000	Out of area ads	100.00%	100.00%
35 Exchange Club of Bft/CAPA	Ghost tours	\$3,000	\$1,500		\$1,500	\$1,500	Ad for State newspaper	50.00%	50.00%
36 Center for Svc. Leadership	Culture of serv. Leadership in BC	\$35,000	\$10,000		\$10,000		Start-up	28.60%	28.60%
37 Riverview Charter School	6th Annual Bft. Run & Oyster Roast	\$7,500	\$-		\$-		Ends up a charitable contribution	0.00%	0.00%
38 Heritage Library Foundation	Zion Chapel Refurb.	\$7,250	\$-		\$-			0.00%	0.00%
39 HHI Chamber	Destination marketing/Visitor Center	\$40,000	\$32,000	\$8,000	\$40,000	\$33,500	Billboards	80.00%	100.00%
Totals:		\$919,769	\$500,000	\$75,000	\$575,000	\$421,600		49.69%	53.92%
Amount Total Allowed:		\$500,000							
Total Remaining		\$0							

Beaufort County
State Accomodations Tax
June 30, 2013 - Preliminary and Unaudited

Description	Amount
Beginning Fund Balance	595,073
Revenues	
State Accomodations Tax Fund Revenues	724,235
Expenditures	
Subsidies to Others	
Direct Subsidies	
Art League of Hilton Head	(2,000)
Arts Center of Coastal Carolina	(9,000)
Arts Council of Beaufort County	(20,000)
Beaufort Art Association	(1,400)
Beaufort County Black Chamber of Commerce	(60,000)
Beaufort County Historical Society	(5,000)
Beaufort Film Festival	(15,000)
Beaufort Regional Chamber of Commerce	(199,885)
Bluffton Historical Preservation Society	(20,000)
Bluffton Self Help	(1,000)
Coastal Discovery Museum	(20,000)
Community Foundation of the Lowcountry	(12,000)
Daufuskie Island Foundation	(2,000)
Exchange Club of Beaufort	(1,500)
Experience Green	(2,500)
Hilton Head Choral Society	(2,000)
Hilton Head Island Concours D'Elegance	(12,000)
Hilton Head Island-Bluffton Chamber of Commerce	(138,385)
Hilton Head Symphony Orchestra	(4,000)
Historic Beaufort Foundation	(3,200)
Historic Bluffton Arts and Seafood Festival	(5,000)
Independence Fund	(15,000)
Keep Beaufort County Beautiful	(2,800)
Lowcountry Golf Course Owners Association	(18,000)
Lowcountry Resort and Tourism	(25,500)
Main Street Beaufort USA	(20,000)
Main Street Youth Theater	(1,500)
Mitchelville Preservation Project	(10,000)
Penn Center	(16,000)
South Carolina Repertory Company	(2,500)
The Original Gullah Festival of S.C.	(17,500)
The Sandbox	(4,700)
The Society of Bluffton Artists	(1,000)
Yemassee Revitalization Corporation	(2,500)
	(672,870)
Other Financial Uses	
Transfers to Beaufort County General Fund	(59,962)
 Total Revenues	 724,235
Total Expenditures	(732,832)
Net Revenues (Expenditures)	(8,597)
 Ending Fund Balance	 586,476



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

TO: Councilman Stewart Rodman, Chairman, Finance Committee
FROM: Dave Thomas, Purchasing Director *DT*
SUBJ: Request to Purchase Twenty-one (21) 2014 Dodge Chargers for the Beaufort County Sheriff's Office from State Contract
DATE: September 5, 2013

BACKGROUND: The Purchasing Department received a request from the Beaufort County Sheriff's Office to purchase twenty-one (21) new 2014 Dodge Chargers. These new vehicles are replacement vehicles for the various divisions in the Sheriff's Office.

VENDOR INFORMATION:

Cost

Butler Dodge, Chrysler, Jeep, Beaufort, SC \$481,278

FUNDING: Account # 10001202-54000, Vehicle Purchases

FOR ACTION: Finance Committee meeting September 9, 2013.

RECOMMENDATION: The Finance Committee approves the purchase of twenty-one (21) 2014 Dodge Chargers from Butler Dodge, Chrysler, Jeep and recommends to County Council approval of the contract for a total purchase price of \$481,278.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Michael Hatfield, Chief Deputy, Beaufort County Sheriff's Office *MH*
Richard Dimont, Contract Specialist *RD*

MH 9/5/13

Att: State Contract Pricing Information



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

TO: Councilman Stewart Rodman, Chairman, Finance Committee
FROM: Dave Thomas, Purchasing Director *MT*
SUBJ: Contract Renewal with Eastern Aviation Fuels, Inc. for Lady's Island Airport
DATE: September 5, 2013

BACKGROUND: The County operates the fixed base operation and sells approximately 44,000 gallons of aviation gasoline and 38,000 gallons of jet fuel per year. The fuel is stored in two 12,000 gallon storage tanks and dispensed from a 1,000 gallon avgas refueler and a 3,000 gallon jet refueler. The current fuel supplier, Eastern Aviation Fuels, Inc., has satisfactorily supplied Shell branded fuels to the airport for the past four years. The current contract will expire in February 2014. This renewal request would renew and extend the current contract through June 30, 2014. This will align the contract term with the county fiscal year. Eastern Aviation Fuels, Inc. will continue to support the county with training, advertising and maintenance support throughout this period.

VENDOR INFORMATION:

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

Estimated Cost

\$388,000

FUNDING: Account # 51000011-58000

FOR ACTION: Finance Committee meeting on September 9, 2013

RECOMMENDATION: The Finance Committee approves the purchase of Aviation Fuels from Eastern Aviation Fuels, Inc., and recommends to County Council the approval of the contract award to the aforementioned vendor for a total contract price of \$388,000.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Rob McFee, Director of Engineering & Infrastructure *RM*
Joel Phillips, Lady's Island Airport Manager *JP*
Richard Dimont, Contract Specialist *RD*

Alt: Original RFP Information



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 2, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 470-2735 Fax: (843) 470-2738

TO: Councilman Herbert Glaze, Chairman, Public Services Committee

VIA: Gary Kubic, County Administrator
Robert McFee, Public Services Director
Paul Andres, Director of Airports

FROM: Dave Thomas, CPPO, Purchasing Director

**SUBJ: RFP#1405/091226 Fuel Supply, Annual Contract for Beaufort County
Airport (Lady's Island Airport) Lady's Island, SC**

DATE: January 23, 2009

BACKGROUND: A Request for Proposals (RFP) was advertised in November 2008 requesting proposals from qualified aviation fuel suppliers to provide aviation fuel (Jet-A and Avgas) and other related services to the Beaufort County Airport (KARW), located in Beaufort, South Carolina. The County operates the fixed base operation and sells approximately 65,000 gallons of 100LL avgas per year and 65,000 gallons of Jet-A. The fuel is stored in two 12,000-gallon tanks and is dispensed from a 750-gallon Avgas refueler or 2200 gallon Jet-A refueler. The current fuel supplier is Eastern Aviation Fuels, which has satisfactorily supplied Shell branded fuel to the airport. The new contract will allow a fuel supplier to give the County advertising support, equipment upgrades, and other incentives. A pre-bid meeting was held on November 24 at 10:00 am at the Lady's Island Airport Conference Room.

Contacts: 15

Submitted Proposals: 2

Eastern Aviation, New Bern, NC (Shell products)

ASCENT Aviation, Parish NY (Conoco/Phillips 66) non-responsive did not meet software requirements

The evaluation committee consisting of Paul Andres, Director of Airports, Joel Phillips, Airport Manager, and Dave Thomas, Purchasing Director met on January 6, 2009 to evaluate both firms using the criteria as published in the RFP. After the meeting the evaluation committee ranked the firms in the following order:

1. Eastern Aviation
2. ASCENT Aviation

In accordance with the Beaufort County Code, the Purchasing Director and Airport staff negotiated a contract with the top ranked firm, Eastern Aviation. The new contract will cover aviation fuel service for Beaufort County Airport for a three (3) year initial term Contract with two (2) one (1) year Contract renewal periods all subject to the approval of Beaufort County. Contract includes upgrades in equipment, software, training, signage, advertising, uniforms and fuel farm equipment.

Estimated Fuel Purchase: from 2008-65,000 gals of each type (cost: \$430,000.00)

Fund Account: 13570/58000 (\$550,000.00)

Recommendation: The Public Services Committee approve and recommend to County Council the award of the Fuel Service contract to Eastern Aviation the top ranked firm in the anticipated annual contract amount of \$430, 000 with a three (3) year initial term Contract with two (2) one (1) year Contract renewal periods all subject to the approval of Beaufort County.

Cc: David Starkey, Richard Hinline



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

TO: Councilman Stewart Rodman, Chairman, Finance Committee
FROM: Dave Thomas, Purchasing Director *DT*
SUBJ: Request Microsoft Licensing Contract Renewal with New Venue Technologies
DATE: September 6, 2013

BACKGROUND: The Purchasing Department received a request from the MIS Department to renew the annual Microsoft Enterprise Agreement from New Venue Technologies. This contract will cover all Microsoft licensing for Beaufort County for the remainder of fiscal year 2014.

VENDOR INFORMATION:
New Venue Technologies

Estimated Cost
\$203,712

FUNDING: Account # 10001150-51110, MIS, Maintenance Contracts

Total cost for fiscal year 2013 was \$149,179. The anticipated cost for fiscal year 2014 is \$203,712.

FOR ACTION: Finance Committee meeting September 9, 2013.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approves the contract renewal with New Venue Technologies and recommends to County Council approval of the contract for a total contract price of \$203,712. The contract is for a one year period effective September 6, 2013 to September 6, 2014.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Daniel Morgan, IT Director
Richard Dimont, Contract Specialist *RD*



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

TO: Councilman Stewart Rodman, Chairman, Finance Committee
FROM: Dave Thomas, Purchasing Director *DT*
SUBJ: Contract Renewal for Wireless Communication Services for Beaufort County
DATE: September 5, 2013

BACKGROUND: Beaufort County issued a request for one year continuance with wireless cell phone service and equipment with Verizon Wireless Incorporation. Verizon Wireless received the highest ranking by the review committee in 2011, due to offering the lowest price, record of excellent customer service, overall best cell phone coverage testing results, their emergency preparedness plan, and their implementation plan. The contract includes cellular service for 250 phones and accessories (excluding the Sheriff's Office). For more information, please see original agreement for a detailed review of the committee's findings.

VENDOR INFORMATION:
Verizon Wireless, Laurel, MD

Estimated Cost
\$126,000

FUNDING: Services are paid from each department's telephone account 51050.

PRIOR YEAR COST: The total cost for FY 2013 was \$125,141. The anticipated cost for FY 2014 is \$126,000. Additionally, there are two more optional annual renewals to this contract that are subject to County Council for approval. The total anticipated cost for five years is \$882,970.

FOR ACTION: Finance Committee meeting on September 9, 2013.

RECOMMENDATION: The Finance Committee approves and recommends to County Council to extend the contract with Verizon Wireless for a one-year period effective September 3, 2013 to September 3, 2014.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Dan Morgan, IT Director *DM*
Richard Dinnont, Contract Specialist *RD*

Att: Original RFP Information, FY 2013 Renewal Memo



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

102 Industrial Village Road, Building 3
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2350 Fax: (843) 255-9437

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

VIA: Gary Kubic, County Administrator *OK*
Bryan Hill, Deputy County Administrator
David Starkey, Chief Financial Officer *DS*
Dan Morgan, MIS Director *DM*

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

DATE: September 13, 2012

SUBJ: Contract# 835557 Wireless Communication Services for Beaufort County

BACKGROUND: Beaufort County issued a request for a one year continuance with wireless cell phone service and equipment with Verizon Wireless Corporation. Verizon Wireless received the highest ranking by the review committee in 2010, due to offering the lowest price, record of excellent customer service, overall best cell phone coverage testing results, their emergency preparedness plan, and their implementation plan. The contract includes cellular service for 248 phones and accessories (excluding Sheriff Department). For more information, please see original agreement for a detailed review of the committee's findings.

FUNDING: Services are paid from each department's telephone account 51050.

RECOMMENDATION: The Finance Committee approves and recommend to County Council to extend the contract with Verizon Wireless for a one-year period effective August 21, 2012 to August 21, 2013.

Total cost for 2011 was \$125,555.97. The anticipated cost for 2012 is \$126,000. Additionally, there are three optional annual renewals to this contract that are subject to County Council for approval. The total anticipated cost for five years is \$882,970.

cc: Richard Dimont
Mary Heyward



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

102 Industrial Village Road, Building 3
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2350 Fax: (843) 255-9437

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

VIA: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy County Administrator *BH*
David Starkey, Chief Financial Officer *DS*
Dan Morgan, MIS Director *DM*
Monica Spells, Compliance Officer *MS*

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

DATE: July 11, 2011

SUBJ: RFP# 3725/110125 Wireless Communication Services for Beaufort County

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) to solicit proposals from qualified firms to provide wireless cell phone service and equipment. Proposals from three firms, Verizon Wireless, T-Mobile, and Sprint, were received and evaluated by an evaluation selection committee. The evaluation selection committee consisted of Dan Morgan, MIS Director, Theresa Roberts, MIS Telephony Support, Mary Heyward, MIS Computer Tech, and Lieutenant Matt Averill, Beaufort County Sheriff's Office. Oversight of the process was provided by the Purchasing Director. All three vendors were interviewed and their recommended phones were tested for service reliability. In accordance with the RFP selection criteria, Verizon Wireless received the highest ranking by the committee, due to offering the lowest price, record of excellent customer service, overall best cell phone coverage testing results, their emergency preparedness plan, and their implementation plan. The contract includes cellular service for 382 phones and accessories. For more information, please see the attached presentation for a detailed review of the committee's findings.

FINAL EVALUATION RANKING

Estimated Annual Cost

1.	Verizon Wireless, Laurel, MD	\$176,594
2.	Sprint, Reston, VA	\$177,645
3.	T-Mobile, Charlotte, NC	\$183,294

FUNDING: Services are paid from each department's telephone account 51050.

RECOMMENDATION: The Finance Committee approve and recommend to County Council the contract award to Verizon Wireless, the top ranked firm, with the anticipated cost for the first year of \$176,594. Additionally, there are four optional annual renewals to this contract that are subject to County Council for approval. With the four annual renewals, the total anticipated cost for five years is \$882,970.

cc: Richard Hinehline, Elizabeth Wooten

Attachment: Power Point Presentation



County Council of Beaufort County
Hilton Head Island Airport – www.hiltonheadairport.com
Beaufort County Airport – www.beaufortcoairport.com
Post Office Box 23739 – 120 Beach City Road
Hilton Head Island, South Carolina 29925-3739
Phone: (843) 255-2955

TO: Councilman Stewart Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator *CK*
Bryan Hill, Deputy County Administrator *BH*
Alicia Holland, Interim Financial Officer *AH*

FROM: Rob McFee, Director of Engineering & Infrastructure Division *Rob McFee*

SUBJ: **Hilton Head Island Airport Engineering Design Services for Runway Approach Obstructions - Talbert, Bright & Ellington Work Authorization 12-04 Phase 2**

DATE: September 6, 2013

BACKGROUND. As part of the ongoing Hilton Head Island Airport tree removal project, Talbert, Bright, & Ellington (TBE) has provided Work Authorization #12-04 Phase 2 for engineering design services in relation to approach obstructions at both ends of the runway. Work Authorization #12-04 Phase 2 breakdown is \$87,789 lump sum; \$22,743 for reimbursable expenses/Special Additional Services; for not to exceed total of \$110,532. TBE is currently under contract to provide professional engineering services in support of the County airports.

FUNDING. Expenditure Codes #54020011-54293 and #54020011-54301 – FAA Grants #29 and #30 (95%). Additional State Grant Funding of 2.5%. The remaining 2.5% (\$2,763.28) will come from the Hilton Head Island Airport's Operating Budget.

ACTION. For presentation at September 9, 2013 Finance Committee.

RECOMMENDATION. That the Finance Committee approve and recommend to County Council approval of TBE Work Authorization 12-04 Phase 2 in the amount not to exceed \$110,532 to provide engineering design services as described for the runway approach obstructions.

JRMjr/mjh

Attachment: TBE Work Authorization 12-04 Phase 2

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 12-04
January 14, 2013
PROJECT NO.: TBI NO. 2119-1204
PHASE II**

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

Description of Work Authorized: As part of the ongoing tree removal project at the Hilton Head Island Airport, it has been determined that the 20:1 approach surface to both ends of the runway contain obstructions that need to be identified and removed. The scope of services for each runway end is as follows.

Runway 3 Description of Work Authorized: The Engineer shall perform the following services for the Runway 03 Approach Obstruction Identification Survey project:

Task 1: Preparation of Design Plans and Specifications

- Plans
 - Cover Sheet
 - Phasing and Safety Plan
 - Site access Plans showing access to tree trimming/removal areas to avoid identified wetland and buffer areas
 - Tree tally sheets listing trees by category
 - Site development plans showing all utility lines, grading, and drainage activities, and building elevations in relationship to existing trees and marking trees to be trimmed or removed with a color-coded "X"
 - Sediment and Erosion Control Plan
 - Sediment and Erosion Control Details
 - Miscellaneous Details
 - Replacement or supplemental tree planting schedule, if required (to be provided post-construction)
- Specifications
 - Cover Sheet

- Front End Documents including Bid Proposal Forms
- Technical Specifications
- Design
 - Preliminary tree height/trimming amount model for coordination purposes
 - Sequence of construction
 - Sediment and erosion control design
 - Quantities and Construction Cost Estimates
 - FAA/Owner Coordination
 - Engineering Report

Task 2: Town of Hilton Head Island Approval

- Develop documentation necessary for submittal to the Town for Tree Approval per LMO Section 16-3-404:
 - Tree and wetlands survey
 - Written narrative
 - Plans as listed under Task 1 above
 - Technical Specifications listed under Task 1 above

Runway 21 Description of Work Authorized: The Engineer shall perform the following services for the Runway 21 Approach Obstruction Identification Survey project:

Task 1: Preparation of Design Plans and Specifications

- Plans
 - Cover Sheet
 - Phasing and Safety Plan
 - Site access Plans showing access to tree trimming/removal areas to avoid identified wetland and buffer areas
 - Tree tally sheets listing trees by category

- Site development plans showing all utility lines, grading, and drainage activities, and building elevations in relationship to existing trees and marking trees to be trimmed or removed with a color-coded "X"
- Sediment and Erosion Control Plan
- Sediment and Erosion Control Details
- Miscellaneous Details
- Replacement or supplemental tree planting schedule, if required (to be provided post-construction)
- Specifications
 - Cover Sheet
 - Front End Documents including Bid Proposal Forms
 - Technical Specifications
- Design
 - Preliminary tree height/trimming amount model for coordination purposes
 - Sequence of construction
 - Sediment and erosion control design
 - Quantities and Construction Cost Estimates
 - FAA/Owner Coordination
 - Engineering Report

Task 2: Town of Hilton Head Island Approval

- Develop documentation necessary for submittal to the Town for Tree Approval per LMO Section 16-3-404:
 - Tree and wetlands survey
 - Written narrative
 - Plans as listed under Task 1 above
 - Technical Specifications listed under Task 1 above

The following services are beyond the scope of this Work Authorization and will be required after the tree trimming/removal amounts are finalized to complete the project:

- **Developing a mitigation plan**
- **Obtaining Town of Hilton Head Island approval of mitigation plans**
- **Surveying of remaining trees**

The above additional surveying and professional services will be necessary after removal and/or trimming has occurred. The purpose of the additional surveying will be to define the extent of mitigation resulting from the project. The mitigation cannot be fully determined until the tree trimming/removal has occurred.

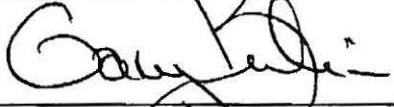
Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The basic services work shall be performed in accordance with the Master Contract as a lump sum of **\$87,789.00**. Special Additional Services shall be performed as listed below with a budget of **\$22,742.50**, which includes reimbursable expenses. The total value of this Work Authorization shall not exceed **\$110,531.50** without additional authorization

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

APPROVED:

BEAUFORT COUNTY



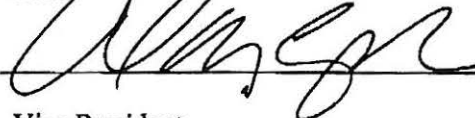
County Administrator
Title

Date: 7/30/13

Witness: *Cheryl Harris*

APPROVED:

TALBERT, BRIGHT & ELLINGTON,
INC.



Vice President
Title:

Date: 7-25-2013

Witness: 

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1204

SUMMARY OF FEES
RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1204

January 14, 2013

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 9,507.00
DESIGN PHASE (04)	\$ 62,226.00
BIDDING PHASE (05)	<u>\$ 16,056.00</u>
BASIC SERVICES SUBTOTAL	<u>\$ 87,789.00</u>
SPECIAL SERVICES	
EXPENSES	\$ 3,940.00
SUBCONSULTANTS	
WETLAND APPROXIMATION SURVEY - NTR	\$ 5,692.50
TOWN APPROVAL COORDINATION - NTE	<u>\$ 13,110.00</u>
SPECIAL SERVICES SUBTOTAL	<u>\$ 22,742.50</u>
TOTAL DESIGN/BIDDING PHASE	\$ 110,531.50

MANHOUR ESTIMATE
RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP NO. X-XX-XXXX-XX
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1204

January 14, 2013

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRJN	PM	E6	E4	E1	T5	ADMIN5
	\$ 175	\$ 164	\$ 147	\$ 112	\$ 72	\$ 98	\$ 76
Preliminary project review w/ Owner	8	8	0	0	0	0	0
Develop project scope/contract	2	4	0	0	0	0	3
Preliminary Design	4	8	8	0	0	2	2
Preliminary cost estimates	1	2	2	0	0	0	1
Coordinate with subconsultants	1	4	1	0	0	1	1
MANHOUR TOTAL	16	26	11	0	0	3	7

**FEE ESTIMATE
 RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
 HILTON HEAD ISLAND AIRPORT**

HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP NO. X-XX-XXXX-XX
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1204

January 14, 2013

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DIRECT LABOR EXPENSES

CLASSIFICATION		BILLING RATE	ESTIMATED MANHOURS	ESTIMATED COST
Principal	PRIN	\$ 175	16	\$ 2,800.00
Project Manager	PM	\$ 164	26	\$ 4,264.00
Engineer V	E6	\$ 147	11	\$ 1,617.00
Engineer III	E4	\$ 112	-	\$ -
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	3	\$ 294.00
Admin. Assistant IV	ADMIN5	\$ 76	7	\$ 532.00
SUBTOTAL			63	\$ 9,507.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 75.00	1	\$ 75.00
Postage	LS	\$ 150.00	1	\$ 150.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300.00
Travel	LS	\$ 260.00	1	\$ 260.00
SUBTOTAL				\$ 785.00

LUMP SUM
 TOTAL PHASE 01 \$ 10,292.00

MANHOUR ESTIMATE
RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP NO. X-XX-XXXX-XX
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1204

January 14, 2013

DESIGN PHASE (04)

DESCRIPTION	PRIN	PM	E6	E4	E1	TS	ADMINS
	\$ 175	\$ 164	\$ 147	\$ 112	\$ 72	\$ 98	\$ 76
PLANS							
Cover Sheet	0	0	0	0	0	2	0
Phasing & Safety Plan	0	2	0	0	0	4	0
Project Access Plan	0	2	4	0	0	6	0
Site Plan	6	18	36	0	0	18	0
Sediment and Erosion Control Plan	2	6	12	0	0	6	0
Sediment and Erosion Control Details	0	1	4	0	0	2	0
Miscellaneous Details	0	1	2	0	0	6	0
DESIGN							
Preliminary Tree Height and Trimming Model	0	4	12	0	0	0	0
Final Tree Height and Trimming Amounts	0	12	68	0	0	0	0
Sequence of construction	0	1	2	0	0	0	0
Erosion Control design/submital	0	5	36	0	0	2	1
Quantities and Construction Estimates	1	6	6	0	0	2	0
Specifications	2	6	4	0	0	0	10
FAA/Owner coordination	8	16	0	0	0	0	3
Final Engineering Report	1	2	0	2	0	0	2
Design Review Meeting	8	8	0	0	0	0	2
Quality assurance plan	4	8	0	0	0	0	2
Revisions	4	12	8	8	0	16	6
MANHOUR TOTAL	36	110	194	10	0	64	26

FEE ESTIMATE
RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP NO. X-XX-XXXX-XX
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1204

January 14, 2013

DESIGN PHASE (04)

DIRECT LABOR EXPENSES

CLASSIFICATION		BILLING RATE	ESTIMATED MANHOURS	ESTIMATED COST
Principal	PRIN	\$ 175	36	\$ 6,300.00
Project Manager	PM	\$ 164	110	\$ 18,040.00
Engineer V	E6	\$ 147	194	\$ 28,518.00
Engineer III	E4	\$ 112	10	\$ 1,120.00
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	64	\$ 6,272.00
Admin. Assistant-IV	ADMIN5	\$ 76	26	\$ 1,976.00
SUBTOTAL			440	\$ 62,226.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 50.00	1	\$ 50.00
Postage	LS	\$ 25.00	1	\$ 25.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500.00	1	\$ 500.00
Travel	LS	\$ 260.00	1	\$ 260.00
Subconsultant Expense Allowance	LS	\$ 1,150.00	1	\$ 1,150.00
SUBTOTAL				\$ 1,985.00

SUBTOTAL PHASE 04 **\$ 64,211.00**

SUBCONTRACTED SERVICES
RUNWAY J-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP NO. X-XX-XXXX-XX
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1204

January 14, 2013

DESIGN PHASE (04)

SUBCONTRACTED SERVICES

SCOPE OF SUBCONTRACTED SERVICES	SUBCONSULTANT ESTIMATED COST	ADMIN/OVERHEAD/CALLBACK/COORD. EXPENSE	ESTIMATED COST
Wetland Approximation Survey - NTE	\$ 4,950.00	\$ 742.50	\$ 5,692.50
Town Approval Coordination - NTE	\$ 11,400.00	\$ 1,710.00	\$ 13,110.00
SUBTOTAL			\$ 18,802.50

**PROFESSIONAL FEE SUMMARY
RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA**

AIP NO. X-XX-XXXX-XX
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1204

January 14, 2013

DESIGN PHASE (04)

SUMMARY OF FEES

DESCRIPTION	ESTIMATED COST
DIRECT LABOR EXPENSES	\$ 62,226.00
DIRECT EXPENSES	\$ 1,985.00
SUBCONTRACTED SERVICES	\$ 18,802.50
TOTAL	\$ 83,013.50

**MANHOUR ESTIMATE
 RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA**

AIP NO: X-XX-XXXX-XX
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1204

January 14, 2013

BIDDING PHASE (05)

DESCRIPTION	PRIN \$ 175	PM \$ 164	E6 \$ 147	E4 \$ 112	E1 \$ 72	T5 \$ 98	ADMIN5 \$ 76
Coordinate advertisement	0	1	0	0	0	0	4
Distribute bid documents	0	4	0	0	0	8	16
Prebid meeting/minutes	1	10	0	0	0	1	2
Bidder questions & answers	4	12	8	0	0	0	4
Prepare addenda	2	12	6	0	0	0	8
Bid opening, tabulation	0	10	0	2	0	0	4
Recommendation of Award	1	3	0	0	0	0	1
MANHOUR TOTAL	8	52	14	2	0	9	39

FEE ESTIMATE

RUNWAY 3-21 APPROACH OBSTRUCTION REMOVAL-PHASE II
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP NO. X-XX-XXXX-XX
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1204

January 14, 2013

BIDDING PHASE (05)

DIRECT LABOR EXPENSES

CLASSIFICATION		BILLING RATE	ESTIMATED MANHOURS	ESTIMATED COST
Principal	PRIN	\$ 175	8	\$ 1,400.00
Project Manager	PM	\$ 164	52	\$ 8,528.00
Engineer V	E6	\$ 147	14	\$ 2,058.00
Engineer III	E4	\$ 112	2	\$ 224.00
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	9	\$ 882.00
Admin. Assistant IV	ADMIN5	\$ 76	39	\$ 2,964.00
SUBTOTAL			124	\$ 16,056.00

DIRECT EXPENSES

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 25.00	1	\$ 25.00
Postage	LS	\$ 75.00	1	\$ 75.00
Mileage	LS	\$ 150.00	1	\$ 150.00
Advertisement	LS	\$ -	0	\$ -
Copying	EA	\$ 0.10	1000	\$ 100.00
Reproduction	EA	\$ 1.50	200	\$ 300.00
Travel	EA	\$ 260.00	2	\$ 520.00
SUBTOTAL				\$ 1,170.00

TOTAL PHASE 05 \$ 17,226.00



County Council of Beaufort County
Hilton Head Island Airport – www.hiltonheadairport.com
Beaufort County Airport – www.beaufortcoairport.com
Post Office Box 23739 – 120 Beach City Road
Hilton Head Island, South Carolina 29925-3739

Phone: (843) 255-2955

TO: Councilman Stewart Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator *OK*
Bryan Hill, Deputy County Administrator *JH*
Alicia Holland, Interim Financial Officer *AH*

FROM: Rob McFee, Director of Engineering & Infrastructure Division *Rob McFee*

SUBJ: **Hilton Head Island Airport Preliminary Engineering Services for Runway Approach Obstructions - Talbert, Bright & Ellington Work Authorization 12-04 Phase 1**

DATE: September 6, 2013

BACKGROUND. As part of the ongoing Hilton Head Island Airport tree removal project, Talbert, Bright, & Ellington (TBE) has provided Work Authorization #12-04 Phase 1 for preliminary engineering services in relation to approach obstructions at both ends of the runway. Total for Work Authorization #12-04 Phase 1 is \$96,923. TBE is currently under contract to provide professional engineering services in support of the County airports.

FUNDING. Expenditure Codes #54020011-54293 and #54020011-54301 – FAA Grants #29 and #30 (95%). Additional State Grant Funding of 2.5%. The remaining 2.5% (\$2,423.08) will come from the Hilton Head Island Airport's Operating Budget.

ACTION. For presentation at September 9, 2013 Finance Committee.

RECOMMENDATION. That the Finance Committee approve and recommend to County Council approval of TBE Work Authorization 12-04 Phase 1 in the amount of \$96,923 to provide preliminary engineering services as described for the runway approach obstructions.

JRMjr/mjh

Attachment: TBE Work Authorization 12-04 Phase 1

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 12-04
January 14, 2013
PROJECT NO.: TBI NO. 2119-1204
PHASE I**

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

Description of Work Authorized: As part of the ongoing tree removal project at the Hilton Head Island Airport, it has been determined that the 20:1 approach surface to both ends of the runway contain obstructions that need to be identified and removed. The scope of services for each runway end is as follows.

Runway 3 Description of Work Authorized: The Engineer shall perform the following services for the Runway 03 Approach Obstruction Identification Survey project:

Task 1: Preliminary Engineering:

- Coordination with FAA, coordination with Owner, and coordination with surveying subconsultant.

Task 2: Determine and Tabulate Obstructions:

- Determine and tabulate obstructions from a proposed aerial photogrammetry obstruction survey to the ultimate Runway 03 landing threshold depicted on the current Airport Layout Plan Update by Talbert, Bright & Ellington, Inc. (TBE) using a combined approach surface consisting of the following surfaces:
 - a) Surface "8" (30:1 GQS) from Table 3-2 of FAA AC 150/5300-13A
 - b) Surface "6" (20:1) from Table 3-2 of FAA AC 150/5300-13A
 - c) Also any remaining obstructions within Surface "6" (20:1) from Table 3-2 of FAA AC 150/5300-13A related to the existing landing threshold that fall outside of the horizontal limits of Surface "6" defined in item "b)" above.

Aerial Photogrammetry Obstruction Survey – Runway 03 End: Obstruction Survey (not to FAA AC 150/5300-18B standards). The survey will have 2-foot contour interval accuracy, with the following requirements for use in determining obstructions to the existing and future Runway 03 landing thresholds depicted on the current Airport Layout Plan Update by TBE using a combined approach surface as outlined in Task 2 above:

- Photo control survey, aerial photography, and Digital Orthophoto color imagery of this mapping site.

- Aerial photogrammetric mapping that shows only objects (with object identification and top elevations) penetrating threshold surfaces listed above for Runway 03 end. Groups of trees penetrating, or heavily wooded areas that penetrate shall be shown with representative tree top elevations.
- Aerial photogrammetric mapping that shows only objects (with object identification and top elevations) within ten (10) feet vertically of penetrating threshold surface for Runway 03 end. Groups of trees within ten (10) feet of penetrating, or heavily wooded areas within ten (10) feet of penetrating shall be shown with representative tree top elevations.

Task 3: Tree Survey

- Locate trees in areas identified as obstructions under Task 2 above
- Locate trees according to Town of Hilton Head Island standards
- Show tree size and type on South Carolina grid coordinates or to control provided
- Provide height of located trees using Vertex Laser Hypsometer IV or comparable
- Provide data in any standard point format required

Runway 21 Description of Work Authorized: The Engineer shall perform the following services for the Runway 21 Approach Obstruction Identification Survey project:

Task 1: Preliminary Engineering:

- Coordination with FAA, coordination with Owner, and coordination with surveying subconsultant.

Task 2: Determine and Tabulate Obstructions:

- Determine and tabulate obstructions from a proposed aerial photogrammetry obstruction survey to the ultimate Runway 21 landing threshold depicted on the current Airport Layout Plan Update by Talbert, Bright & Ellington, Inc. (TBE) using a combined approach surface consisting of the following surfaces:
 - a) Surface "8" (30:1 GQS) from Table 3-2 of FAA AC 150/5300-13A
 - b) Surface "6" (20:1) from Table 3-2 of FAA AC 150/5300-13A
 - c) 34: 1 FAR Part 77 Surface
 - d) Also any remaining obstructions within Surface "6" (20:1) from Table 3-2 of FAA AC 150/5300-13A related to the existing landing threshold that

fall outside of the horizontal limits of Surface "6" defined in item "b)" above.

Aerial Photogrammetry Obstruction Survey – Runway 21 End: Obstruction Survey (not to FAA AC 150/5300-18B standards). The survey will have 2-foot contour interval accuracy, with the following requirements for use in determining obstructions to the existing and future Runway 21 landing thresholds depicted on the current Airport Layout Plan Update by TBE using a combined approach surface as outlined in Task 2 above:

- Photo control survey, aerial photography, and Digital Orthophoto color imagery of this mapping site.
- Aerial photogrammetric mapping that shows only objects (with object identification and top elevations) penetrating threshold surfaces listed above for Runway 21 end. Groups of trees penetrating, or heavily wooded areas that penetrate shall be shown with representative tree top elevations.
- Aerial photogrammetric mapping that shows only objects (with object identification and top elevations) within ten (10) feet vertically of penetrating threshold surface for Runway 21 end. Groups of trees within ten (10) feet of penetrating, or heavily wooded areas within ten (10) feet of penetrating shall be shown with representative tree top elevations.

Task 3: Tree Survey

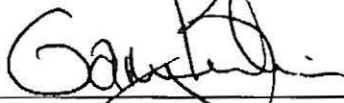
- Locate trees in areas identified as obstructions under Task 2 above
- Locate trees according to Town of Hilton Head Island standards
- Show tree size and type on South Carolina grid coordinates or to control provided
- Provide height of located trees using Vertex Laser Hypsometer IV or comparable
- Provide data in any standard point format required

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

Cost of Services: The method of payment shall be in accordance with Article 6 of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$96,923.00**.

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

APPROVED:
BEAUFORT COUNTY



County Administrator
Title

7/30/13
Date:

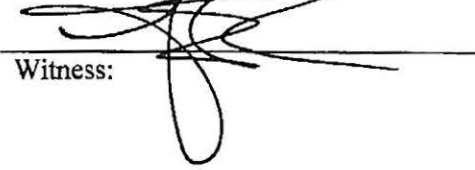
(Rory) Harris
Witness:

APPROVED:
TALBERT, BRIGHT & ELLINGTON,
INC.



Vice President
Title:

7-25-2013
Date:


Witness:

SUMMARY OF FEES

RUNWAY 3 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS OBSTRUCTION SURVEY

HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1005

February 11, 2013

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PRELIMINARY ENGINEERING	\$ 1,983.00
DETERMINE AND TABULATE OBSTRUCTIONS	\$ 10,649.00
SUBTOTAL	\$ 12,632.00
EXPENSES	
SUBCONSULTANTS	\$ 635.00
SUBTOTAL	\$ 17,250.00
TOTAL	\$ 30,517.00

MANHOOR ESTIMATE

RUNWAY 3 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS OBSTRUCTION SURVEY
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
THI PROJECT NO: 2119-1003
February 11, 2013

PRELIMINARY ENGINEERING

DESCRIPTION	PRIN	PM	SP	E6	E4	E1	T3	ADS
	\$ 175	\$ 164	\$ 130	\$ 147	\$ 112	\$ 72	\$ 98	\$ 76
TASKS								
Owner Coordination	2	1	2	0	0	0	0	1
FAA Coordination	0	1	1	0	0	0	0	1
Subconsultant Coordination	1	2	2	0	0	0	0	0
MANHOOR TOTAL	3	4	5	0	0	0	0	2

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. HRS	EST. COST
Principal	PRIN	\$ 175	3	\$ 525
Project Manager	PM	\$ 164	4	\$ 656
Senior Planner	SP	\$ 130	5	\$ 650
Engineer VI	E6	\$ 147	-	\$ -
Engineer IV	E4	\$ 112	-	\$ -
Engineer I	E1	\$ 72	-	\$ -
Technician V	T3	\$ 98	-	\$ -
Admin. Assistant V	ADS	\$ 76	2	\$ 152
		Total	14	
SUBTOTAL				\$ 1,983.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 75	1	\$ 75.00
Postage	LS	\$ 50	1	\$ 50.00
Miscellaneous expense (prints, faxes, copies)	LS	\$ 100	1	\$ 100.00
Travel	LS	\$ -	0	\$ -
SUBTOTAL				\$ 225.00

SCOPE OF SUBCONTRACTED SERVICES:

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

PRELIMINARY ENGINEERING COST: \$ 2,208.00

MANHOOR ESTIMATE

RUNWAY 3 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS OBSTRUCTION SURVEY
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TBI PROJECT NO: 2119-1005

February 11, 2013

DETERMINE AND TABULATE OBSTRUCTIONS

DESCRIPTION	PRIN \$175	PM \$164	SP \$130	E6 \$ 147	E4 \$112	E1 \$ 72	T5 \$ 98	AD5 \$ 76
TASKS								
Develop Contract	1	1	2	1	0	0	0	1
Coordinate with Subconsultant	1	2	1	0	0	0	0	0
RW 3 Approach Surfaces to Subconsultant	0	3	1	2	0	0	0	1
Review Pics from Subconsultant	0	1	1	0	0	0	0	1
Evaluate Ultimate 20:1 Approach/30:1 GQS Surfaces	1	4	1	32	0	0	0	1
Report and Obstruction Exhibits to Owner	1	2	2	8	0	0	0	2
MANHOOR TOTAL	4	13	8	43	0	0	0	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MTRS	EST. COST
Principal	PRIN	\$ 175	4	\$ 700
Project Manager	PM	\$ 164	13	\$ 2,132
Senior Planner	SP	\$ 130	8	\$ 1,040
Engineer VI	E6	\$ 147	43	\$ 6,321
Engineer IV	E4	\$ 112	-	\$ -
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	-	\$ -
Admin. Assistant V	AD5	\$ 76	6	\$ 456
	Total		74	
SUBTOTAL				\$ 10,649.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 110	1	\$ 110.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Travel	LS	\$ -	0	\$ -
SUBTOTAL				\$ 410.00

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1204

MANHOOR ESTIMATE

RUNWAY 3 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS OBSTRUCTION SURVEY
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1005

February 11, 2013

DETERMINE AND TABULATE OBSTRUCTIONS

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	EST.	
	RATE	UNITS	COST
RUNWAY 03 END OBSTRUCTION SURVEY- NTE*	\$3,450.00	1	\$ 3,450.00
INDIVIDUAL TREE IDENTIFICATIONS/TAB'S	\$13,800.00	1	\$ 13,800.00
SUBTOTAL			\$ 17,250.00
* Using Existing 2011 Photography and Control			
DETERMINE AND TABULATE OBSTRUCTIONS COST:			\$ 28,309.00

SUMMARY OF FEES

**RUNWAY 21 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS AND 34:1 PART 77
SURFACE OBSTRUCTION SURVEY
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1005**

February 11, 2013

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PRELIMINARY ENGINEERING	\$ 1,983.00
DETERMINE AND TABULATE OBSTRUCTIONS	\$ 13,753.00
SUBTOTAL	\$ 15,736.00
EXPENSES	\$ 635.00
SUBCONSULTANTS	\$ 50,035.00
SUBTOTAL	\$ 50,670.00
TOTAL	\$ 66,406.00

MANHOUR ESTIMATE

RUNWAY 21 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS AND 34:1 PART 77 SURFACE
 OBSTRUCTION SURVEY
 HILTON HEAD AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 SCAA PROJECT NO:
 CLIENT PROJECT NO:
 TRI PROJECT NO: 2119-1005
 February 11, 2013

PRELIMINARY ENGINEERING

DESCRIPTION	PRIN	PM	SP	E6	E4	E1	T3	AD3
	\$175	\$164	\$130	\$147	\$112	\$72	\$98	\$76
TASKS								
Owner Coordination	2	1	2	0	0	0	0	1
FAA Coordination	0	1	1	0	0	0	0	1
Subcontractor Coordination	1	2	2	0	0	0	0	0
MANHOUR TOTAL	3	4	5	0	0	0	0	2

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 175	3	\$ 525
Project Manager	PM	\$ 164	4	\$ 656
Senior Planner	SP	\$ 130	3	\$ 390
Engineer VI	E6	\$ 147	-	-
Engineer IV	E4	\$ 112	-	-
Engineer I	E1	\$ 72	-	-
Technician V	T3	\$ 98	-	-
Admin. Assistant V	AD3	\$ 76	2	\$ 152
		Total	14	
SUBTOTAL				\$ 1,083.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 75	1	\$ 75.00
Postage	LS	\$ 50	1	\$ 50.00
Miscellaneous expenses (prints, taxes, copies)	LS	\$ 100	1	\$ 100.00
Travel	LS	\$ -	0	\$ -
SUBTOTAL				\$ 225.00

SCOPE OF SUBCONTRACTED SERVICES:

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

PRELIMINARY ENGINEERING COST: \$ 2,208.00

MANHOOR ESTIMATE

**RUNWAY 21 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS AND 34:1 PART 77 SURFACE
OBSTRUCTION SURVEY
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1005**

February 11, 2013

DETERMINE AND TABULATE OBSTRUCTIONS

DESCRIPTION	PRIN \$175	PM \$164	SP \$130	E6 \$ 147	E4 \$ 112	E1 \$ 72	T5 \$ 98	AD5 \$ 76
TASKS								
Develop Contract	1	1	2	1	0	0	0	1
Coordinate with Subconsultant	1	2	1	0	0	0	0	0
RW 21 Approach Surfaces Info. to Subconsultant	0	2	1	6	0	0	0	1
Review Pics from Subconsultant	0	1	1	0	0	0	0	1
Evaluate Existing 20:1 Approach/30:1 GQS Surfaces	1	6	1	40	0	0	0	1
Report and Obstruction Exhibits to Owner	1	2	2	16	0	0	0	2
MANHOOR TOTAL	4	14	8	63	0	0	0	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 175	4	\$ 700
Project Manager	PM	\$ 164	14	\$ 2,296
Senior Planner	SP	\$ 130	8	\$ 1,040
Engineer VI	E6	\$ 147	63	\$ 9,261
Engineer IV	E4	\$ 112	-	\$ -
Engineer I	E1	\$ 72	-	\$ -
Technician V	T5	\$ 98	-	\$ -
Admin. Assistant V	AD5	\$ 76	6	\$ 456
	Total		95	
SUBTOTAL				\$ 13,753.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 110	1	\$ 110.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Travel	LS	\$ -	0	\$ -
SUBTOTAL				\$ 410.00

Talbert, Bright & Ellington, Inc.

Work Authorization 2119-1204

MANHOUR ESTIMATE

**RUNWAY 21 END ULTIMATE THRESHOLD 20:1 AND 30:1 GQS AND 34:1 PART 77 SURFACE
OBSTRUCTION SURVEY
HILTON HEAD AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
SCAA PROJECT NO:
CLIENT PROJECT NO:
TBI PROJECT NO: 2119-1005**

February 11, 2013

DETERMINE AND TABULATE OBSTRUCTIONS

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT RATE	EST. UNITS	COST
RUNWAY 21 END OBSTRUCTION SURVEY-NTE	\$11,510.00	1	\$ 11,510.00
INDIVIDUAL TREE IDENTIFICATIONS/TAB'S	\$38,525.00	1	\$ 38,525.00
<i>SUBTOTAL</i>			\$ 50,035.00
DETERMINE AND TABULATE OBSTRUCTIONS COST:			\$ 64,198.00



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

TO: Councilman Stewart Rodman, Chairman, Finance Committee
FROM: Dave Thomas, Purchasing Director *DT*
SUBJ: Request to Contract with Municipal Code Corporation, a Sole Source Vendor for Codification Services for County Council's Office
DATE: September 6, 2013

BACKGROUND: The Clerk to Council contracts with Municipal Code Corporation to provide an array of services. The primary service is the codification of ordinances, *i.e.*, the process of consolidating general and permanent legislation, then organizing it into a Code of Ordinances. This service includes: bi-weekly electronic supplements, graphics, Code on the Internet, OrdBank (all ordinances), OrdLink (hyperlinks), CodeBank (previous versions of the Code), static linking, email (from the Web), Internal Cross Reference Linking, Collapsible Table of Contents, and new ordinances on the Web-NOW (New Ordinances on the Web) which allows Municode to post enacted, but not yet codified legislation, to our online code between supplements. Additional services include hosting of Council and Committee Minutes on the internet. The estimated cost for this fiscal year is \$40,000 for Council's adoption of the Community Development Code, posting services of minutes, and codification of ordinances estimated at \$20,000, for a total of \$60,000.

VENDOR INFORMATION: Municipal Code Corporation, Tallahassee, Florida
Estimated Cost
\$60,000

FUNDING: Account 10001000-51310, County Council, Memberships

PRIOR YEAR COST: Previous fiscal years' expenditures for both of these services were \$21,550 in FY 2013 and \$11,185 in FY 2012.

FOR ACTION: Finance Committee meeting September 9, 2013.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approves the purchase of Municipal Code Services from Municipal Code Corporation and recommends to County Council approval of the contract for a total contract price of \$60,000.

CC: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy Administrator *BH*
Alicia Holland, Interim Chief Financial Officer *AH*
Sue Rainey, Clerk to Council *SR*
Richard Dimont, Contract Specialist *RD*

Att: Non-Competitive Form



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: County Council Requested Account Code: 10001000-51310

Description of Requested Services

Codification of ordinances and hosting of council and committee minutes

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

N/A

Cost of Requested Services: \$60,000

Requested Vendor Name: Municipal Code Corporation

Requested Vendor Address: P.O. Box 2235, Tallahassee, FL 32316

Requested Vendor Phone Number: 800-262-2633 Requested Vendor Email Address: info@municode.com

Type of Service Requested (Please check one) Construction Services Supply/Good

Please attach any documentation provided by the vendor that provides backup for the claims in this document.



Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.*
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.*
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:*
- Standardization*
 - Warranty*
 - Other, if selected please specify below.*

- An emergency exists that threatens the functioning of County government.*
- An emergency exists that threatens the preservation or protection of County property.*
- An emergency exists that threatens the health, welfare or safety of any person within the County.*

What steps have been taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):*

- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):*

Requester Name: Sue P... .. Requester Signature: _____ Date: 9-6-2013

Department Head Name: Sue Department Head Signature: _____ Date: _____



Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: 09/04/13

Reviewed by Purchasing Department for completeness

Date: 08/06/13

Reviewed by: [Signature]

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013D, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,300,000; 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, 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 of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) In a referendum (the "Referendum") held in the County on November 7, 2006, the following question was submitted to the qualified electors of the County:

Shall the County be empowered to issue, either at one time as a single issue or from time to time as several separate issues, general obligation bonds of the County in the aggregate principal amount not to exceed \$50,000,000, the proceeds of which shall be used for the purpose of defraying the costs of the County Rural and Critical Land Preservation Program which preserves land by purchasing open land, development rights and conversation easements in all areas of Beaufort County, in order to alleviate traffic

congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, coastal areas, rivers and wetlands, legal fees and costs of issuance of such bonds, provided that all expenditures shall be prioritized based upon the official criteria and ranking system established for the County and subject to annual audit?

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the issuance of the general obligation bonds.

(f) Pursuant to the American Reinvestment and Recovery Act, South Carolina constitutional and statutory authorizations, the Referendum, and Ordinance No. 2010/3 duly enacted by the County Council on February 8, 2010, the County issued its original principal amount \$24,550,000 General Obligation Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer) dated March 10, 2010 (the “2010 Bonds”).

(g) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

(h) The Series 2010 Bonds are currently outstanding in the principal amount of \$24,550,000 (the “Bonds to be Refunded”), and are subject to extraordinary redemption as follows: “The Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA.”

(i) On March 1, 2013, the Federal Government imposed sequestration which includes a reduction in the interest rate subsidy for build America bonds. Upon the reduction in the subsidy for the September, 2013, payment, the County Administrator, based on advice from the County’s financial advisor and bond counsel, shall determine whether to issue the bonds.

(j) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(k) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$25,300,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$25,300,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$25,300,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purpose set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2010 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded.

The 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 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, will serve as Registrar/Paying Agent for the Bonds.

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

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

SECTION 4. Registration, Transfer and Exchange of 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 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 Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each 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 Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered 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 Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such 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 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 Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 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 Bonds during the fifteen (15) days preceding an interest payment date on such 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 Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of 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 Bonds. In case any 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 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 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 Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 7. Execution of Bonds. The 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 Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The 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 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 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 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 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 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 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. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, 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 12. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

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

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

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

SECTION 13. Book-Entry System. The Bonds initially issued (the “Initial 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 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 Bonds of the same maturity or any integral multiple of \$5,000.

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

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

SECTION 14. Sale of Bonds, Form of Notice of Sale. The 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 C 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 15. 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 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 Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, 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 17. 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 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 D 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 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

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

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

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (c) general obligation bonds of the State, its institutions, agencies, counties and political subdivisions.

SECTION 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest, as financial advisor in connection with the issuance of the 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 Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: July 22, 2013

Second Reading: August 12, 2013

Public Hearing:

Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF BEAUFORT
 GENERAL OBLIGATION REFUNDING BOND, SERIES 2013_

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Wells Fargo Bank, N.A. in Atlanta, 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, Chapters 15 and 27, Code of Laws of South Carolina 1976, as amended; the favorable results of a referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2013.

[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 the 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 Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on _____, 2013.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$_____ (the "Series 2013__ Bonds"). The proceeds of the bonds will be used for the following purposes: (i

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 2013__ 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 2013__ 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 2013__ Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 __,
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"), 100 Ribaut Road, 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 Refunding Bonds, Series 2013 __, of the County (the "Series 2013 __ Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds, Series 2013 __, 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 2013 __ Bonds: The Series 2013 __ Bonds will be issued in fully-registered form. One Series 2013 __ 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 2013 __ Bonds and each such Series 2013 __ Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2013 __ 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 2013 __ Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2013 __ Bonds purchased. The winning bidder, as a condition to delivery of the Series 2013 __ Bonds, will be required to deposit the Series 2013 __ Bond certificates representing each maturity with DTC.

The Series 2013__ Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2013; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013__ Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

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

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2013__ 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 2013__ Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2013__ Bonds. In order to calculate the yield on the Series 2013__ Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2013__ 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 2013__ Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Series 2013__ Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Series 2013__ Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Series 2013__ Bonds offered, without taking into account any adjustment in the amount of the Series 2013__ Bonds pursuant to this paragraph.

The Series 2013__ 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 2013__ Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2013__ 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 2013__ Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2013__ 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 2013__ Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2013__ Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2013__ Bonds will be awarded to the bidder or bidders offering to purchase the Series 2013__ 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 2013__ 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 2013__ Bonds, results in an amount equal to the price bid for the Series 2013__ 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 2013__ 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 2013__ 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 Refunding Bonds, Series 2013__ 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 2013__ Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2013__ 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 2013__ 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 2013__ 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 disclosure dissemination agent agreement, 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 2013__ Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Series 2013__ Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2013__ Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2013__ Bonds, stating the initial reoffering price of the Series 2013__ Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2013__ 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 2013__ Bonds will be delivered on or about _____, 2013, 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

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2013, 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 2013__ Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2013__ 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.

“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 2013__ Bonds and the 9-digit CUSIP numbers for all 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 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any 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 2013__ 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 2013__ Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2013__ 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, 2013. 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 2013__ 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 2013_ Bonds, or other material events affecting the tax status of the Series 2013_ 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 2013_ 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 2013__ Bonds and the 9-digit CUSIP numbers for the Series 2013__ 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 2013__ Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2013__ Bonds, when the Issuer is no longer an obligated person with respect to the Series 2013__ 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 2013__ 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 2013__ Bonds or under any other document relating to the Series 2013__ 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 2013__ 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 2013__ 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 2013__ 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 2013__ Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2013__ 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: _____
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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 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:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES BY ADDING ARTICLE III, SECTIONS 54-50 TO 54-60, TO CHAPTER 54 OF PART I, ESTABLISHING A REGULATION PROHIBITING THE USE OF HANDHELD ELECTRONIC COMMUNICATION DEVICES FOR THE REVIEWING, DRAFTING, OR SENDING OF ELECTRONIC COMMUNICATIONS WHILE OPERATING A MOTOR VEHICLE WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, studies have shown that drivers attempting to compose, send, or review electronic messages on handheld electronic communication devices while operating a motor vehicle pose a special danger to themselves, other vehicles, bicycles, and pedestrians on the roadway; and

WHEREAS, County Council finds that it is in the best interests of the vehicle operators and other vehicles to prohibit the use of handheld electronic communication devices to compose, send, or review electronic messages while operating a motor vehicle within the County; and

WHEREAS, County Council declares that the purpose of this ordinance is to protect the health and safety of the residents and visitors of Beaufort County; and

WHEREAS, County Council now desires to prohibit the use of handheld electronic communication devices to compose, send, or review electronic messages while operating a motor vehicle within the County in the manner provided for in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA; AND IT IS HEREBY ORDERED ORDAINED BY AND UNDER THE AUTHORITY OF THE SAID COUNTY COUNCIL, AS FOLLOWS:

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

That Chapter 54 of Part I of the Beaufort County Code of Ordinances, is hereby amended by adding Article III, Sections 54-50 to 54-60:

Article III. TEXT MESSAGING

“Section 54-50. Electronic Communications While Operating a Motor Vehicle.

(a) Definitions:

“Electronic communications device” means an electronic device used for the purpose of composing, reading, or sending an electronic message, but does not

include a global positioning system or navigation system or a device that is physically or electronically integrated into the motor vehicle.

“Electronic message” means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. “Electronic message” includes, but is not limited to, electronic mail, a text message, an instant message, or a command or request to access an internet site.

- (b) It shall be unlawful for a person to use an electronic communication device to compose, read, or send an electronic message while operating a motor vehicle on the streets and roads within the County.
- (c) Exceptions. This section shall not apply to a person operating a motor vehicle while:
 - (1) off the traveled portion of a roadway;
 - (2) using an electronic communication device in a hands free, voice-activated, or voice-operated mode that allows the driver to review, prepare and transmit an electronic message without the use of either hand except to activate, deactivate, or initiate a feature or function;
 - (3) summoning medical or other emergency assistance; or
 - (4) using a citizens band radio, commercial two-way radio communication device, in-vehicle security, or amateur or ham radio device.
- (d) Exemptions. The provisions contained within this Article shall not apply to public safety personnel employed by a federal, state, county or municipal organization who are utilizing an electronic communication device during the course and scope of their official duties.
- (e) Penalty. A person who violates this section is guilty of misdemeanor distracted driving and, upon conviction, shall be fined one hundred dollars for a first offense, two hundred dollars for a second offense, and three hundred dollars for a third or subsequent offense. This fine is subject to all applicable court costs, assessments, and surcharges.

Section 54-51. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 54-52. Effective Date. This Ordinance shall become effective upon adoption by the County Council of Beaufort County, South Carolina.

Sections 54-53 – 54-60. Reserved.

DONE THIS _____ DAY OF _____, 2013

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: August 12, 2013
Second Reading: August 26, 2013
Public Hearing:
Third and Final Reading:

2013 /

AN ORDINANCE TO AMEND THE FY2013-2014 BEAUFORT COUNTY BUDGET ORDINANCE SO AS TO PROVIDE A SUPPLEMENTAL APPROPRIATION FROM THE COUNTY'S GENERAL RESERVE FUND IN THE AMOUNT OF \$400,000 ~~\$525,000~~.

WHEREAS, on June 24, 2013, Beaufort County Council adopted Ordinance No. 2013/25 which set the County's FY 2013-2014 budget and associated expenditures; and

WHEREAS, supplemental funding requests were offered by County Council to the ~~made by the Solicitor's Office~~, Technical College of the Lowcountry, University of South Carolina - Beaufort, Island Recreation Center, and Beaufort Memorial Hospital; and

WHEREAS, Beaufort County has determined it to be in the best interests of its citizens to provide supplemental funding to the above-referenced County entities.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the FY 2013-2014 Beaufort County Budget Ordinance is hereby amended so as to provide supplemental appropriations in the amount of \$400,000 ~~\$525,000~~ with such funds to be allocated as follows: ~~Solicitor's office, \$125,000~~; Technical College of the Lowcountry, \$100,000; University of South Carolina - Beaufort, \$125,000; Island Recreation Center, \$75,000; and Beaufort Memorial Hospital, \$100,000.

DONE THIS _____ DAY OF _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: July 22, 2013
Second Reading: August 12, 2013
Public Hearing:
Third and Final Reading: