

COUNTY COUNCIL OF BEAUFORT COUNTY  
 ADMINISTRATION BUILDING  
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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D. PAUL SOMMERVILLE  
 CHAIRMAN

GERALD W. STEWART  
 VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCHE  
 RICK CAPORALE  
 GERALD DAWSON  
 BRIAN E. FLEWELLING  
 STEVEN G. FOBES  
 ALICE G. HOWARD  
 WILLIAM L. MCBRIDE  
 STUART H. RODMAN  
 ROBERTS "TABOR" VAUX

GARY T. KUBIC  
 COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
 DEPUTY COUNTY ADMINISTRATOR  
 SPECIAL COUNSEL

THOMAS J. KEAVENY, II  
 COUNTY ATTORNEY

SUZANNE M. RAINEY  
 CLERK TO COUNCIL

AGENDA

COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, June 8, 2015

4:00 p.m.

Council Chambers, Administration Building  
 Beaufort County Government Robert Smalls Complex  
 100 Ribaut Road, Beaufort

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

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Discussion is not limited to agenda items
  - C. Executive Session / Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman Roberts “Tabor” Vaux
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – May 26, 2015 ([backup](#))
  - B. Receipt of County Administrator’s Two-Week Progress Report ([backup](#))
  - C. Receipt of Deputy County Administrator/Special Counsel’s Two-Week Progress Report ([backup](#))
  - D. Committee Reports (next meeting)
    1. Community Services (June 22 at 1:00 p.m., ECR)
    2. Executive (August 10 at 2:00 p.m., ECR)
    3. Finance (August 17 at 2:00 p.m., BIV #3)
    4. Governmental (July 28 at 4:00 p.m., ECR)
    5. Natural Resources (July 20 at 2:00 p.m., ECR)
      - a. Minutes – June 1, 2015 ([backup](#))
    6. Public Facilities (June 15 at 4:00 p.m., BIV #3)
      - a. Minutes – May 18, 2015 ([backup](#))
  - E. Appointments to Boards and Commissions ([backup](#))



7. PUBLIC COMMENT

8. CONSENT AGENDA

- A. AN ORDINANCE DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING BEAUFORT COUNTY TO SELL REAL PROPERTY IDENTIFIED AS TMP: R100 033 00A 021B 0000 ([backup](#))
1. Consideration of second reading to occur June 8, 2015
  2. Public hearing Monday, June 22, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  3. First reading approval occurred May 26, 2015 / Vote 11:0
  4. Public Facilities Committee discussion and recommendation to sell surplus property occurred May 18, 2015 / Vote 6:0
- B. ST. HELENA ISLAND ZONING MAP AMENDMENT / REZONING REQUEST FOR R300-016-000-183A-0000 (10 ACRES, OFF BALL PARK ROAD, KNOWN AS THE LEROY E. BROWNE CENTER) FROM T2-R (RURAL) TO T2-RNO (RURAL NEIGHBORHOOD OPEN) ([backup](#))
1. Consideration of first reading to occur June 8, 2015
  2. Natural Resources Committee discussion and recommendation to approve the zoning map amendment on first reading occurred June 1, 2015 / Vote 7:0
- C. TEXT AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (CDC), SECTION 5.6.40 (PERMANENT SIGN TYPES FOR BUILDINGS, BUSINESSES AND COMMUNITIES) (TO PERMIT FREE STANDING SIGNS IN T4 DISTRICTS, SUBJECT TO CERTAIN CONDITIONS) ([backup](#))
1. Consideration of first reading to occur June 8, 2015
  2. Natural Resources Committee discussion and recommendation to approve the text amendment on first reading occurred June 1, 2015 / Vote 7:0
- D. CONSULTING SERVICES FOR RURAL AND CRITICAL LANDS PRESERVATION PROGRAM ([backup](#))
1. Contract award: Open Land Trust, Beaufort, South Carolina
  2. Contract amount: \$179,000
  3. Funding source: Account #45000011-51160, Rural Property Program, Professional Services
  4. Natural Resources Committee discussion and recommendation to award the contract occurred June 1, 2015 / Vote 7:0
- E. A RESOLUTION TO ADOPT AN ECONOMIC DEVELOPMENT POLICY FOR BEAUFORT COUNTY ([backup](#))
1. Governmental Committee discussion and recommendation to adopt the resolution occurred June 1, 2015 / Vote 7:0

9. AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,000,000 GENERAL OBLIGATION BONDS AND \$12,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS, OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND AND THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS AND THE NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (PURCHASE OF 88 ACRES / PEPPER HALL PLANTATION) ([backup](#))
  1. Consideration of second reading to occur June 8, 2015
  2. Council postponed consideration of second reading of the ordinance at its May 11, 2015 meeting / Vote: 6:4:1
  3. A public hearing was held May 11, 2015
  4. Council postponed consideration of second reading of the ordinance at its April 27, 2015 meeting / Vote: 6:4:1
  5. First reading approval occurred April 13, 2015 / Vote: 5:4:1:1
  6. Finance Committee discussion and recommendation to approve the ordinance on first reading occurred March 16, 2015 / Vote: 5:0
  
10. FISCAL YEAR 2015 – 2016 SCHOOL DISTRICT BUDGET PROPOSAL ([backup](#))
  1. Consideration of third and final reading to occur June 8, 2015
  2. Second reading approval occurred May 26, 2015 / Vote 11:0
  3. Public hearing 2 of 2 was held May 26, 2015
  4. First reading, by title only, approval occurred May 11, 2015 / Vote 11:0
  5. Public hearing 1 of 2 was held May 11, 2015
  6. Council postponed consideration of first reading, by title only, of the budget proposal at its April 27, 2015 meeting / Vote 10:1
  7. Finance Committee discussion and recommendation to approve the budget on first reading, by title only, occurred April 20, 2015 / Vote 7:0
  
11. PUBLIC HEARING
  - A. AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES TO PROVIDE FOR THE REGULATION OF ACTIVITIES ON ALLJOY BEACH AND PENALTIES FOR VIOLATION OF THE SAME ([backup](#))
    1. Consideration of third and final reading to occur June 8, 2015
    2. Second reading approval occurred May 26, 2015 / Vote 11:0
    3. First reading approval occurred May 11, 2015 / Vote 11:0
    4. Governmental Committee discussion and recommendation to approve ordinance on first reading occurred May 4, 2015 / Vote 7:0
  
12. PUBLIC COMMENT
  
13. ADJOURNMENT

Official Proceedings  
County Council of Beaufort County  
May 26, 2015

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

**CAUCUS**

A caucus of the County Council of Beaufort County was held Monday, May 26, 2015 beginning at 4:00 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

**ATTENDANCE**

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

**DISCUSSION ITEM**

At the request of Mr. Flewelling, Council discussed agenda item 9B, a resolution supporting Marine Corps Air Station Beaufort and Marine Corps Recruit Depot Parris Island and receipt and analysis of the 2015 Joint Land Use Studies.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**EXECUTIVE SESSION**

**REGULAR MEETING**

The regular meeting of the County Council of Beaufort County was held Monday, May 26, 2015 beginning at 5:00 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

**ATTENDANCE**

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

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**INVOCATION**

Mr. Rodman gave the Invocation.

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

**ADMINISTRATIVE CONSENT AGENDA**

**Review of Proceedings of the Regular Meeting held May 11, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Sommerville, that Council approve the minutes of the regular meeting held May 11, 2015. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from May 11, 2015 through May 22, 2015.

**Deputy County Administrator/Special Counsel’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, presented his Two-Week Progress Report, which summarized his activities from May 11, 2015 through May 22, 2015.

## **Committee Reports**

### **Finance Committee**

#### **Airports Board**

Mr. Stewart, as Chairman of the Finance Committee, nominated Mr. Richard Sells, as the Town of Hilton Head Island's nomination, to serve as a member of the Airports Board.

### **Governmental Committee**

#### **Bluffton Township Fire District Board**

Louise Haacker

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Louise Haacker, representing Council District 6, was appointed to serve as a member of the Bluffton Township Fire District Board after garnering the six votes required to appoint.

Elaine Lust

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Elaine Lust, representing Council District 8, was appointed to serve as a member of the Bluffton Township Fire District Board after garnering the six votes required to appoint.

#### **Daufuskie Island Fire District Board**

Geoffrey Brunning

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Geoffrey Brunning was appointed to serve as a member of the Daufuskie Island Fire District Board after garnering the six votes required to appoint.

### **Lowcountry Council of Governments**

Herbert Glaze

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. Herbert Glaze, representing at-large, was appointed to serve as a member of the Lowcountry Council of Governments after garnering the six votes required to appoint.

## **Natural Resources Committee**

### **Rural and Critical Lands Preservation Board**

Gail O’Kane

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Ms. Gail O’Kane, representing Council District 11, was appointed to serve as a member of the Rural and Critical Lands Preservation Board after garnering the six votes required to appoint.

### **Zoning Board of Appeals**

James Vineburg

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. Mr. James Vineburg, representing southern Beaufort County, was appointed to serve as a member of the Zoning Board of Appeals after garnering the six votes required to appoint.

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

## **INTRODUCTIONS**

### **Thomas J. Keaveny, II**

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, introduced Thomas J. Keaveny, II, the new County Attorney. Tom earned his Juris Doctor degree from the University of South Carolina in 1985 where he was a member of the Moot Court. He also holds a Master’s Degree in Public Administration from Syracuse University. He received his mediator certification from the Supreme Court of South Carolina in 2001. He is on the roster of certified mediators in both state and federal court. He is past statewide Chairman of the South Carolina Bar’s Fee Disputes Boards. He is admitted to practice before all South Carolina State Courts, the United States District Court, District of South Carolina, the Fourth Circuit Court of Appeals (in Richmond, Virginia) and the United States Supreme Court. He has argued cases before the South Carolina Court of Appeals and the South Carolina Supreme Court. He has previously worked in Charleston, South Carolina, where he has represented clients in state and federal courts for the past 30 years. Tom is a past member of the South Carolina Bar’s House of Delegates.

### **Ray McBride**

Mrs. Eilene Fitzgerald, Vice Chairman of the Library Board, introduced Ray McBride, the new Library Director. Ray holds a Bachelor of Science in History (Magna Cum Laude) from Campbell University and a Master’s Degree in Library and Information Science from North



Carolina Central University. He received the Lyrasis Excellence Award in 2010 and was named South Carolina Librarian of the Year in 2009. Ray began his career in the United States Army in 1971 and, after decades of service, retired as Command Sergeant Major, Military Intelligence. His library career began in 1997 when he joined the Darlington County Library. From 2007 to 2013, he served as Executive Director of the Florence County Library System where he was responsible for managing six branch libraries and served as Project Manager for the construction of four branch libraries and one community Center. In 2013 he became the Executive Director of the Lake City Community Museum Society, Inc. managing a 501(c)3 non-profit organization dedicated to establishing and maintaining museum facilities and programs for art, agriculture, and history.

### **PUBLIC COMMENT**

There were no requests to speak during public comment.

### **A RESOLUTION SUPPORTING MARINE CORPS AIR STATION BEAUFORT AND MARINE CORPS RECRUIT DEPOT PARRIS ISLAND AND IMPLEMENTATION OF THE RECOMMENDATIONS OF THE 2015 JOINT LAND USE STUDIES**

**Main motion:** It was moved by Mr. Flewelling, as Chairman of the Natural Resources Committee (no second required), that Council adopt a resolution supporting Marine Corps Air Station Beaufort and Marine Corps Recruit Depot Parris Island and implementation of the recommendations of the 2015 Joint Land Use Studies.

**Motion to amend by substitution:** It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council substitute the word, “implementation” with “receipt and analysis” in the preamble and, in the last paragraph, substitute “state its support for the objectives of the JLUS study” with “state its commitment to review the JLUS recommendations.” The vote: YEAS - Mr. Flewelling, Mrs. Howard, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes and Mr. McBride. The motion passed.

**Vote on the amended motion, which is now the main motion, and includes the motion to amend by substitution:** The vote: YEAS - Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch, Mr. Caporale, Mr. Dawson and Mr. Fobes. The motion passed.

### **CONSENT AGENDA**

### **AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES TO PROVIDE FOR THE REGULATION OF ACTIVITIES ON ALLJOY BEACH AND PENALTIES FOR VIOLATION OF THE SAME**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 4, 2015 meeting of the Governmental Committee.



It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council approve on second reading an ordinance to amend the Beaufort County Code of Ordinances to provide for the regulation of activities on Alljoy Beach and penalties for violation of the same. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, June 8, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

### **BLUFFTON TOWNSHIP FIRE DISTRICT MAINTENANCE FACILITY CONSTRUCTION**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Finance Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council award a contract to Fraser Construction, Bluffton, South Carolina in the amount of \$2,749,296 to build a maintenance facility for the Bluffton Township Fire District on 9.2 acres of land that the District owns at 199 Burnt Church Road. The source of funding is County Ordinance 2015/3, adopted January 26, 2015, authorizing the Bluffton Township Fire District to issue \$8.5 million general obligation bonds to fund three capital improvement projects. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **UP FIT / RENOVATION FOR TWO DISABILITIES AND SPECIAL NEEDS RESIDENTIAL HOMES**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council award a contract to Hutter Construction Corporation, Beaufort, South Carolina in the amount of \$241,500 for renovation of and improvement to two disabilities and special needs residential homes. The source of funding is account #24410011-54410, Disabilities and Special Needs Administration, including all Bluffton development costs. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **ARCHITECTURAL AND ENGINEERING DESIGN SERVICES / DESIGN OF ANIMAL SERVICES AND CONTROL FACILITY**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council award a contract to Glick Boehm & Associates, Charleston, South Carolina in the amount of \$428,400 for architectural and engineering design services of the Animal Services and Control Facility. The source of funding is account #40090011-54600, New Animal Shelter CIP. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **STORM, DEBRIS REMOVAL, DEBRIS MANAGEMENT SITE OPERATIONS AND DISPOSAL FOR BEAUFORT COUNTY**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council award a primary contract for service to Ceres Environmental Services, Inc., Sarasota, Florida as well as a secondary contract for service to Crowder Gulf, Theodore, Alabama. Prior annual expenditures have not been established. Total costs are unit priced based on the cubic yards of debris generated by a hurricane or other debris-generating event handled by the firm. An estimated dollar amount for each firm was calculated by the County debris monitoring firm using an estimated average based on a hypothetical model. The actual cost will be determined by magnitude of each natural event impacting Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **TRAFFIC SIGNAL INSTALLATION AT S.C. HIGHWAY 170 AND GIBBET ROAD / MILL CREEK**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council award a contract to W M Roebuck, Inc., Lexington, South Carolina in the amount of \$154,449, plus a 10% project contingency of \$15,444, bringing the total budget to \$169,893 for the new traffic signal installation at the intersection of S.C. Highway 170 and Gibbet Road / Mill Creek. The source of funding is S.C. Highway 170 Widening Sales Tax Project, account #33403-54500 with an available balance of \$258,374 on May 13, 2015. All construction costs on the S.C. Highway 170 Widening project are reimbursable from the S.C. State Infrastructure Bank Grant. Additionally, the Mill Creek residential subdivision will be providing \$20,000 for funding the installation of the signal. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING BEAUFORT COUNTY TO SELL REAL PROPERTY IDENTIFIED AS TMP: R100 033 00A 021B 0000**

This item comes before Council under the Consent Agenda. Discussion occurred at the May 18, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council approve on first reading an ordinance declaring certain real property as surplus property and authorizing Beaufort County to sell real property identified as TMP: R100 033 00A 021B 0000 upon such terms and conditions as he believes reasonably prudent and in the best interest of the citizens of Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**PUBLIC HEARINGS**

**Fiscal Year 2015 – 2016 County Budget Proposal**

Mr. Stewart stated the items included in the budget proposal are consistent with Council priorities identified at the annual planning meeting in February 2015 as well as discussions and direction Council gave the County Administrator regarding what members of Council would like to see included in the budget this year. Some of the items in the operating budget include: (i) \$1.9 million to fund the FY 2015 budget of \$102 million, (ii) \$1.75 million to fund a 3.0% cost of living adjustment to all County staff, (iii) \$1.8 million to absorb FY 2015-2016 health insurance premium increases without increasing employee contribution, (iv) \$1.1 million to fund capital needs rather than borrowing money as in prior years, and (v) \$300,000 to fund three analysis studies -- \$100,000 Compensation Study, \$100,000 Detention Center/Law Enforcement Center Study, and \$100,000 Facilities/Campus Study.

In summary, with departments being held at the values they had in FY 2014-2015, the resulting upgrade budget would be an increase of \$5.5 million in new costs as well as \$1.9 million of recurring costs for a total increase over last year's budget of approximately \$7.5 million. The FY 2014-2015 budget was \$100,341,744 the FY 2015-2016 is \$107,815,002. In order to cover that increase, it will require a millage increase of 2.29, increasing it from this year's mill value of 46.48 mills to next year of 48.77 mills.

The capital budget millage for the purchase of the real property program would remain the same at 4.09 mills and debt service millage would remain the same at 5.48 mills. There is no change in millage year over year.

The Chairman opened a public hearing beginning at 6:04 p.m. for the purpose of receiving public comment on the Fiscal Year 2015 – 2016 County budget proposal. After calling three times for comment and receiving none, the Chairman declared the hearing closed at 6:05 p.m.

It was moved by Mr. Stewart, as Chairman of the Finance Committee (no second required), that Council approve on third and final reading the FY 2015-2016 County budget proposal as follows: County Operations 48.77 mills, Purchase of Real Property Program 4.90 mills, County Debt 5.48 mills, Bluffton Fire District 24.02 mills operations and 1.22 mills debt service, Burton Fire District 60.66 mills operations and 5.26 mills debt service, Daufuskie Island Fire District 56.98 mills operations and 2.00 mills debt service, Lady's Island / St. Helena Island Fire District 36.94 mills operations and 2.20 mills debt service, and Sheldon Fire District 36.33 mills operations and 2.20 mills debt service. The vote: YEAS - Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch, Mr. Caporale and Mr. Flewelling. The motion passed.

### **Fiscal Year 2015 – 2016 School District Budget Proposal**

Mr. Stewart stated the FY 2015-2016 School District operating budget is in the amount of \$203,513,932. It is a millage neutral budget. The budget received a unanimous vote of the Board of Education.

The Chairman opened a public hearing beginning at 6:08 p.m. for the purpose of receiving public comment on the Fiscal Year 2015–2016 School District budget proposal. After calling once for public comment, the Chairman recognized Mr. William Smith, a resident of the City of Beaufort, who has a concern with the 14% budget increase. We are increasing the budget, but are we creating new jobs to pay for the budget? Where is this money going? Hopefully, it is not all going toward administration.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:10 p.m.

It was moved by Mr. Stewart, as Chairman of the Finance Committee (no second required), that Council approve on second reading the Fiscal Year 2015–2016 School District budget proposal as follows: School Operations 103.5 mills and School Bond Debt Service (principal and interest) 31.71 mills. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **An Ordinance to Transfer Funds Not To Exceed \$500,000 From The 2% Local Hospitality Tax Fund to the University Of South Carolina – Beaufort Center for the Arts Renovation Project (Replacement Of Lighting, Sound System, Drapery, Electrical and Seating)**

The Chairman opened a public hearing beginning at 6:15 p.m. for the purpose of receiving public comment on an ordinance to transfer funds not to exceed \$500,000 from the 2% local hospitality tax fund to the University of South Carolina – Beaufort Center for the Arts Renovation Project (replacement of lighting, sound system, drapery, electrical and seating. After calling three times for comment and receiving none, the Chairman declared the hearing closed at 6:16 p.m.

It was moved by Mr. Vaux, seconded by Mrs. Howard, that Council approve on third and final reading an ordinance to transfer funds not to exceed \$500,000 from the 2% local hospitality tax fund to the University of South Carolina – Beaufort Center for the Arts Renovation Project (replacement of lighting, sound system, drapery, electrical and seating). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**PUBLIC COMMENT**

There were no requests to speak during public comment.

**ADJOURNMENT**

Council adjourned at 6:20 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

ATTEST: \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:



# Memorandum

DATE: June 5, 2015

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 Monday, May 25, 2015 to Friday, June 5, 2015:

May 25, 2015

- Memorial Day Holiday

May 26, 2015

- Employee New Hire Orientation
- Caucus
- County Council

May 27, 2015

- Joshua Gruber, Mark Roseneau and Judge Kenneth Fulp re: Probate Court Lease Proposal / Office Space / City of Beaufort Municipal Complex

May 28, 2015

- Joshua Gruber, Tony Criscitiello, Dick Stewart and Steve Tully re: Whitehall Project
- Joshua Gruber, Monica Spells and Andrew Dalkos re: Security Measures / Sheriff's Office

May 29, 2015

- Emergency Management / Annual Hurricane Planning Workshop
- Chairman Paul Sommerville, Vice Chairman Jerry Stewart, Jasper County Administrator Andrew Fulghum, Council Members Cynthia Bensch and Rick Caporale, Jasper County Council Vice Chairman Marty Sauls, Congressman James Clyburn and District Aide Larry Ward re: Roadway Improvements / Exit 3 Construction on I-95 / Bluffton Parkway Phases 6 & 7 / US 17 Widening in Jasper County

COUNTY COUNCIL OF BEAUFORT COUNTY

June 5, 2015

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June 1, 2015

- Employee New Hire Orientation
- Gary Kubic, Joshua Gruber, Scott Marshall, Shannon Loper, Thomas Keaveny, and Phillip Foot re: Charles C. Lind Brown Center / Bridges Preparatory School re: Use of Facility for Summer Camp

June 2, 2015

- Jim Beckert, Auditor-Elect, and Joshua Gruber
- Joshua Gruber, Ed Hughes, Alicia Holland and Suzanne Gregory re: County Assessor Hiring Process

June 3, 2015

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Draft Agenda for June 8, 2015 County Council Meeting
- Councilman Jerry Stewart

June 4, 2015

- Personal Leave

June 5, 2015

- Personal Leave





## Memorandum

DATE: June 5, 2015  
TO: County Council  
FROM: Joshua A. Gruber, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place May 25, 2015 through June 5, 2015:

May 25, 2015 (Monday): MEMORIAL DAY

- CLOSED

May 26, 2015 (Tuesday):

- Beaufort County Hours
- County Council

May 27, 2015 (Wednesday):

- Meet with Gary Kubic, County Administrator, Judge Fulp and Mark Roseneau, Facilities Maintenance Director re: Probate Court Lease Proposal
- Meet with Eddie Bellamy, Public Works Director, Tony Criscitiello, Planning Director, Eric Larson, Stormwater Director, Rob McFee, Engineering Director, Rob Merchant, Planning Dept. re: King Property/Open Trust
- Telephone conference with John Wilkins, Attorney for Deep Well re: Deep Well FAA Submission
- Meet with Suzanne Gregory, Employee Services Director re: New Hire Approvals

May 28, 2015 (Thursday):

- Beaufort-Jasper Water Sewer Authority Meeting
- Meet with Gary Kubic, County Administrator, Tony Criscitiello, Planning Director, Steve Tully, Developer and Dick Stewart, Developer re: Whitehall Project
- Meet with Tony Criscitiello, Planning Director, Delores Frazier and Rob Merchant, Planning Dept. and Jim Robinson, Architect re: Osprey & River Oaks PUD's
- Meeting with Gary Kubic, County Administrator, Monica Spells, Assistant County Administrator, Andrew Dalkos, IT Division Director, Systems Management re: Security Measures

May 29, 2015 (Friday):

- Emergency Management/Annual Hurricane Planning Workshop
- Meet with U.S. Congressman Jim Clyburn

June 1, 2015 (Monday):

- Telephone conference with Jon Rembold, Airports Director re: Off Airport Tree Removal
- Meet with Gary Kubic, County Administrator, Marshall Scott, PALS Director, Chris Protz, Chief Professional Officer, Boys and Girls Club of the Lowcountry, Josefina Blanc, Interim Executive Director, Bridges Preparatory School, Shannon Loper, PALS and Phil Foot, Public Safety Director re: Use of Lind Brown Classrooms for Summer Camp by Boys and Girls Club
- Natural Resources Committee
- Governmental Meeting
- Planning Commission Meeting

June 2, 2015 (Tuesday):

- Meet with Gary Kubic, County Administrator and Jim Beckart, Auditor-Elect
- Meet with Gary Kubic, County Administrator, Alicia Holland, CFO, Suzanne Gregory, Employee Services Director and Ed Hughes, County Assessor re: Hiring Process for the Assessor
- Telephone conference with Alicia Holland, CFO and Jay Faulkenberry re: Sample Work Orders
- Engineering Team Coordination Meeting

June 3, 2015 (Wednesday):

- Meet with Monica Spells, Assistant County Administrator, Alicia Holland, CFO, Suzanne Gregory, Employee Services Director and Ray McBride, Libraries Director re: Personnel Reconciliation
- County Council Executive Committee Meeting
- Biweekly Project Review Status Meeting with Assistant Administrators

June 4, 2015 (Thursday):

- Telephone conference with Pat Turney, Project Manager, Talbert, Bright & Ellington, Inc. and Tom Keaveny, County Attorney re: NEWTECH – Hilton Head Island Airport
- Attend Disabilities and Special Needs Open House at 304 Fraser Road, Beaufort

June 5, 2015 (Friday):

- Beaufort County Hours

## NATURAL RESOURCES COMMITTEE

June 1, 2015

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

The Natural Resources Committee met Monday, June 1, 2015 beginning at 1:30 p.m., in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Alice Howard and members Gerald Dawson, Steve Fobes, William McBride, Jerry Stewart and Tabor Vaux present. Non-committee member Cynthia Bensch present.

County Staff: Allison Coppage, Assistant County Attorney; Tony Criscitiello, Planning Director; Amanda Flake, Natural Resource Planner; Joshua Gruber, Deputy County Administrator/Special Counsel; Thomas Keaveny, County Attorney; Gary Kubic, County Administrator; Eric Larson, Division Director-Environmental Engineering; Robert Merchant, Long-Range Planner; and Dan Morgan, Division Director-Mapping and Applications.

Media: Joe Croley, *Lowcountry Inside Track*, Jocelyn Staiger, Government Affairs Director; Scott Thompson, *Bluffton Today*.

Public: Reed Armstrong, Coastal Conservation League; Ken Driggers, legal counsel Open Land Trust; Christopher Inglese, lawyer; Lisa Lord, Rural and Critical Lands Program Administrator, Open Land Trust; Jason Mann, MCAS Beaufort liaison to Lady's Island Business Professional Associations; Ed Pappas, Chairman, Rural and Critical Lands Preservation Board.

Mr. Flewelling chaired the meeting.

### ACTION ITEMS

- 1. St. Helena Island Zoning Map Amendment / Rezoning Request For R300-016-000-183a-0000 (10 Acres, Off Ball Park Road, Known As The Leroy E. Browne Center) From T2-R (Rural) To T2-RNO (Rural Neighborhood Open); Owner: Beaufort County / Applicant: Staff (To Correct A Mapping Error)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. This request is to correct a mapping error. The property is owned by Beaufort

County and is the site of the Leroy E. Browne Services Center building, which previously housed a Beaufort-Jasper-Hampton Comprehensive Health facility. The building on the property is currently vacant. Under the Zoning and Development Standards Ordinance, this property was part of the Corners Community Preservation (CP) District. The CP zoning allowed the site to be used for a variety of institutional, civic and service uses. Following a charrette and several community meetings, the Corners CP area was transitioned to form based transect zones under the new Community Development Code (CDC). This ten-acre property was erroneously mapped as T2R (Rural) instead of the adjoining transect zone T2RNO (Rural Neighborhood Open). The T2R District restricts the property to mainly residential, agricultural and recreational uses. The T2RNO District more closely mirrors the previous CP zoning of the property, which allows more options for re-use of the building.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that Natural Resources Committee approve and recommend Council approve on first reading the St. Helena Island Zoning Map amendment for R300-016-000-183A-0000 (10 acres, off Ball Park Road, known as the Leroy E. Browne Center) from T2-R (Rural) to T2-RNO (Rural Neighborhood Open). The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading a St. Helena Island Zoning Map amendment for R300-016-000-183A-0000 (10 acres, off Ball Park Road, known as the Leroy E. Browne Center) from T2-R (Rural) to T2-RNO (Rural Neighborhood Open).

**2. Text Amendment To The Beaufort County Community Development Code (CDC), Section 5.6.40 (Permanent Sign Types For Buildings, Businesses And Communities) (To Permit Free Standing Signs In T4 Districts, Subject To Certain Conditions); Applicant: David Tedder**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. The applicant, David Tedder, is proposing to amend Tables 5.6.40.A and 5.6.40.B to allow free standing signs (monument or pole signs) in the T4 Districts (T4 Hamlet Center, T4 Hamlet Center Open, T4 Village Center, and T4 Neighborhood Center). This text amendment was initiated in response to a specific property, a medical office building located on 117 Sea Island Parkway, Lady's Island. The current zoning, T4 Hamlet Center Open, requires buildings to be placed within a "build-to zone" with a maximum setback of 25 feet from the front property line for the purpose of creating a pedestrian-friendly commercial district. At this close distance from the street, wall signs and projecting signs are easily visible from the street and are conducive to a pedestrian environment. In the case of the medical office building, the building could not meet the build-to zone because of a utility easement and needed to be set back 50 feet from the front property line. At this distance, the applicant is concerned that a wall or projecting sign would not be adequately visible from the highway. Therefore, the applicant is proposing to allow freestanding signs in the T4 Districts in cases where the building is located 30 feet or

greater from the front property line. After review of the standards, County staff recommends a modification of text amendments subject to certain conditions.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Stewart, that Natural Resources Committee approve and recommend Council approve on first reading a text amendment to the Beaufort County Community Development Code (CDC), Section 5.6.40 (Permanent Sign Types for Buildings, Businesses and Communities) (to permit free standing signs in T4 Districts, subject to certain conditions). The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading a text amendment to the Beaufort County Community Development Code (CDC), Section 5.6.40 (Permanent Sign Types for Buildings, Businesses and Communities) (to permit free standing signs in T4 Districts, subject to certain conditions).

### **3. Consulting Services for Rural and Critical Lands Preservation Program**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. On April 29, 2015 Beaufort County received two responses from qualified firms for Rural and Critical Land services for the County Planning Department. In accordance with the Rural and Critical Land Preservation ordinance, Land Preservation Bond referendums, the County Comprehensive Plan, County Rural and Critical Lands Preservation Board (Board) Program Guide, and policies and priorities of the County, the consultant shall provide staff support and assistance with the acquisition of land and conservation easements pursuant to the program. The consultant will utilize its experience and contacts in real estate, negotiations, natural resource preservation, stewardship skills and other expertise to assist Beaufort County and the Board in planning and coordinating with other organizations to implement the program. A selection committee was tasked with evaluating and selecting the highest ranking firms based on qualifications and experience. The committee reviewed the two responses: (1) Open Land Trust, Beaufort, South Carolina; (2) Natural Resources Planning Services, Inc., High Spring, Florida. Funding would come from account 45000011-51160, Real Property Program, Professional Services in the amount of \$179,000.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Howard, that Natural Resources Committee approve and recommend Council award a contract to the Open Land Trust, Beaufort, South Carolina in the amount of \$179,000 to provide Rural and Critical Land Preservation Consulting Services. Funding would come from account 45000011-51160, Real Property Program, Professional Services. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**Recommendation:** Council award a contract to the Open Land Trust, Beaufort, South Carolina in the amount of \$179,000 to provide Rural and Critical Land Preservation Consulting

Services. Funding would come from account 45000011-51160, Real Property Program, Professional Services.

## **INFORMATION ITEMS**

### **4. Consideration of Contract Award**

- **Contract renewal request for Beaufort Soil and Water Conservation District to continue to provide Education and Outreach Consulting Management**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Division Director-Environmental Engineering, reviewed this item with the Committee. The Purchasing Department issued a Request for Proposal for Education and Outreach Consulting Services for Stormwater Management to assist with this department's programs and projects. The proposal requested that the consultant staff and facilitate stormwater education and outreach within the County and to perform duties and responsibilities necessary to bring and keep Beaufort County compliant with all federal, state, and local laws/regulations regarding stormwater management for fiscal year 2015, with the option to renew every year for up to four consecutive years. After evaluation by the Beaufort County Stormwater Implementation Committee, the contract was awarded to Beaufort Soil and Water Conservation District, effective October 17, 2014 through June 30, 2015. The Committee has unanimously approved to renew the contract another year, effective July 1, 2015 to June 30, 2016. The contract fee for the term will be a negotiated amount not to exceed \$60,000. The primary funding is account 50250011-51160, Stormwater Fees, as part of the cost share MOA with the Town of Hilton Head Island, Town of Bluffton, Town of Port Royal and the City of Beaufort. The County's portion is \$10,766.

**Motion:** It was moved by Mrs. Howard, seconded by Mr. Fobes, that Natural Resources Committee approve the renewal contract award to Beaufort Soil and Water Conservation District for Education and Outreach Consulting Services for Stormwater Management. The primary funding is account 50250011-51160, Stormwater Fees, as part of the cost share MOA with the Town of Hilton Head Island, Town of Bluffton, Town of Port Royal and the City of Beaufort. The County's portion is \$10,766. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville, and Mr. Stewart. ABSTAIN - Mr. Vaux. The motion passed.

**Status:** Committee approved the renewal contract award to Beaufort Soil and Water Conservation District in the amount of \$10,766 for education and outreach consulting services for Stormwater Management. The primary funding is account 50250011-51160, Stormwater Fees, as part of the cost share MOA with the Town of Hilton Head Island, Town of Bluffton, Town of Port Royal and the City of Beaufort. The County's portion is \$10,766.



## 5. Six-Month Review of Community Development Code (CDC)

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Tony Criscitiello, Planning Director, introduced Mr. Robert Merchant, Long Range Planner, who provided the Committee with a PowerPoint presentation on the six-month review of the Beaufort County Community Development Code (CDC). The presentation provided an overview of the following issues: transect zone issues, use issues, sign issues, modulation, map changes, and minor fixes.

Mr. Flewelling asked Committee members to provide their position regarding removing gun range from the definition of passive parks. Mr. Dawson, Mr. Vaux, Mrs. Howard and Mrs. Bench concurred with the proposed change. Mr. Flewelling asked that the Planning Commission and County staff to review the proposed change.

Mrs. Bensch expressed concern with language in Article 13, Division 2, Section 106, and Buckwalter Parkway relative to the location of a traffic signal and previous discussion relative to the design of a roundabout within the intersection. She asked the Committee to approve language to “not relocate” the traffic signal and feels this is an issue that needs to be dealt with now.

After much discussion, it was decided that “discussion and recommendation regarding language relative to a traffic signal located within Article 13, Division 2, Section 106 of the Community Development Code” be added to the agenda of the July 15, 2015 meeting of the Public Facilities Committee, following a recommendation from the Town of Bluffton.

Mr. Criscitiello spoke about the issue of modulation permits regarding river buffer setback. These issues are being processed through the Zoning Board of Appeals on a regular basis. Mr. Flewelling asked County Attorney Thomas Keaveny to prepare remarks relative to the modulation permits process and procedures.

**Status:** (1) Committee directed the Planning Commission and County staff to review the possibility of removing “gun range” from the definition of passive park and bring forth their recommendation. (2) Public Facilities Committee to discuss and recommend language relative to a traffic signal located within Article 13, Division 2, Section 106 of the Community Development Code. (3) Committee directed County Attorney Thomas Keaveny to prepare remarks relative to the modulation permits process and procedures.



## 6. Presentation of Stormwater Rate Study: 6-Alternate Rate

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Eric Larson, Division Director-Environmental Engineering, provided the Committee with a PowerPoint presentation on Financial Planning Tasks. He reviewed two Tasks which are as follows:

### Task 1: Rate Studies

- Prepare studies for Beaufort County, City of Beaufort, Town of Port Royal, Town of Hilton Head Island and Town of Bluffton
- Incorporate current revenue requirements, future MS4 related expenses, and capital needs
- Accommodate current rate structure and evaluate alternate rate structures and other funding methods
- Allocate costs appropriately across jurisdictions and cost drivers

### Task 2: Impervious area source data update

- Update impervious “foot print” of approximately 5,000 non-residential properties

Mr. Larson reviewed with the committee options for rate structure as well as the variables that are being reviewed. The six options are as follows:

#### Option 1

- Current rate structure
- Updated source data,
- Current approach for administrative fees based on impervious area units,
- Compliance with current rate ordinance,
- Pay-as-you-go capital financing

#### Option 2

- Current rate structure
- Updated source data,
- Current approach for administrative fees based on impervious area units
- Compliance with current rate ordinance,
- Debt capital financing

#### Option 3

- Modified current rate structure using existing impervious area charge
- Eliminate current run-off factor and add gross area charge based on total land area of customer parcel
- Continued use of simplified residential rates,
- Continued application of agricultural use policy,
- Administrative costs allocated to per account

- Add minimum charge for all accounts
- Pay-as-you-go capital financing

Option 4

- Modified current rate structure using existing impervious area charge
- Eliminate current run-off factor and add gross area charge based on total land area of customer parcel
- Continued use of simplified residential rates,
- Continued application of agricultural use policy
- Administrative costs allocated to per ERU
- New minimum charge for all accounts
- Pay-as-you-go capital financing

Option 5

- Modified current rate structure using existing impervious area charge
- Eliminate current run-off factor and add gross area charge based on total land area of customer parcel
- Continued use of simplified residential rates
- Continued application of agricultural use policy
- Administrative costs allocated to per account
- New minimum charge for all accounts
- Debt capital financing

Option 6

- Modified current rate structure using existing impervious area charge
- Eliminate current run-off factor and add gross area charge based on total land area of customer parcel
- Continued use of simplified residential rates
- Continued application of agricultural use policy
- Administrative costs allocated to per ERU
- New minimum charge for all accounts
- Debt capital financing

Mr. Larson reviewed the various options for County maintenance in municipalities in which each municipality can work to define the following: (1) Primary Drainage Systems; (2) Amount of Primary Drainage Systems for County to maintain; (3) County to develop fixed cost for agreed upon Primary Drainage System maintenance; (4) Municipality to create an additional SW fee to reimburse County for Primary Drainage System maintenance; (5) Municipality can assess fee based on method of payment of final selected option.

Next Steps:

- Continue with impervious area update and program planning – Completion date June 17, 2015
- Complete the financial planning model that supports evaluating the six options July 15, 2015 for County other will follow

- However, no recommendations until data update is completed models are run for each entity
- Recommend rate structure option July 15, 2015

Mr. Larson also provided the Committee with the Rate Study Update handout from the May 20, 2015 Stormwater Utility Board meeting.

**Status:** Information only.

## 7. Executive Session

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Stewart, seconded by Mr. Vaux, that Natural Resources Committee go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. The motion passed.

**Status:** Executive session.

## **PUBLIC FACILITIES COMMITTEE**

**May 18, 2015**

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

The Public Facilities Committee met Monday, May 18, 2015 beginning at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### **ATTENDANCE**

Chairman Gerald Dawson and members Cynthia Bensch, Rick Caporale, Steven Fobes, Alice Howard and William McBride. Vice Chairman Tabor Vaux absent. Non-committee member Brian Flewelling present.

County Staff: Eddie Bellamy, Public Works Director; Morris Campbell, Division Director-Community Services; Allison Coppage, Assistant County Attorney; Phil Foot, Assistant County Administrator-Public Safety; Robert Gecy, Applications Programmer, IT Department; Joshua Gruber, Deputy County Administrator/Special Counsel; Thomas Keaveny, County Attorney; Gary Kubic, County Administrator; Colin Kinton, Division Director-Transportation Engineering; Eric Larson, Division Director-Environmental Engineering; Bill Love, Assistant Director, Disabilities and Special Needs Department; Rob McFee, Division Director-Facilities & Construction Engineering; Kathy Madden, Recycling Coordinator; John Miller, Solid Waste/Recycling Operations Foreman; Jim Minor, Solid Waste and Recycling Manager; Dan Morgan, Division Director-Mapping and Applications; Monica Spells, Assistant County Administrator-Outreach and Civic Engagement; and Mitzi Wagner, Director, Disabilities and Special Needs Department.

Public: Marc Orlando, Manager, Town of Bluffton; Karen Lavery, Council Member, Town of Bluffton; and Tom Zinn, Zinn Asset Management.

Media: Joe Croley, *Lowcountry Inside Track*; Zach Murdock, *The Island Packet/The Beaufort Gazette*; and Scott Thompson, *Bluffton Today*.

Mr. Dawson chaired the meeting.

### **ACTION ITEMS**

#### **1. Up Fit / Renovation for Two Disabilities and Special Needs Residential Homes**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with Committee. Beaufort County received one bid from Hutter Construction Company for renovation services for

two homes, located at 75 Lake Crossing and 210 Pinecrest, in Bluffton. The project involves the renovation of and improvement to the residential homes for the Special Needs Department. The renovation will include, but is not limited to, the following: minor demolition, interior wall and window improvements, mechanical, electrical, plumbing, HVAC, painting, carpentry, flooring and finish work. This will include the installation of a new fire suppression system and new fire detection system. ADA modifications and improvements.

**Motion:** It was moved by Mr. Caporale, seconded by McBride, that Committee approve and recommend to Council a contract award to Hutter Construction Corporation, Beaufort, South Carolina in the amount of \$241,500 for renovation of and improvement to two disabilities and special needs residential homes. The source of funding is account #24410011-54410, Disabilities and Special Needs Administration, including all Bluffton development costs. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council award a contract to Hutter Construction Corporation, Beaufort, South Carolina in the amount of \$241,500 for renovation of and improvement to two disabilities and special needs residential homes. The source of funding is account #24410011-54410, Disabilities and Special Needs Administration, including all Bluffton development costs.

## **2. Architectural and Engineering Design Services / Design of Animal Services and Control Facility**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with Committee. Council adopted Ordinance 2014/16 on June 23, 2014 for the sale of general obligation bonds for funding of capital improvement projects. One of the capital projects is the Animal Services Complex. Beaufort County advertised a Request for Qualifications (RFQ's) from firms seeking a multi-discipline design team for development of the Animal Services and Control Facility. On December 9, 2014 Beaufort County received seven submittals for RFQs. As a result of the interviews. Glick Boehm & Associates was ranked number one and was selected for subsequent fee negotiations. The Facilities Management Director met with the Glick Boehm architect team and a final and best value offer totaling \$428,400 was submitted for the development of an approximate 10,000 square foot Animal Services and Control Facility on a six-acre site. The proposed fee for the development of the Animal Services and Control Facility was reviewed and found to be fair and reasonable.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that Committee approve and recommend to Council a contract award to Glick Boehm & Associates, Charleston, South Carolina in the amount of \$428,400 for architectural and engineering design services of the Animal Services and Control Facility. The source of funding is account #40090011-54600, New Animal Shelter CIP. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council award a contract to Glick Boehm & Associates, Charleston, South Carolina in the amount of \$428,400 for architectural and engineering design services of the Animal Services and Control Facility. The source of funding is account #40090011-54600, New Animal Shelter CIP.

### **3. Storm, Debris Removal, Debris Management Site Operations and Disposal for Beaufort County**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Jim Minor, Solid Waste and Recycling Manager, reviewed this item with the Committee. Beaufort County issued a Request for Proposal on February 2, 2015 to solicit proposals from qualified firms to provide services necessary due to a storm event, including debris removal, debris management site operations and debris disposal. The County received proposals from ten firms. The staff evaluation committee reviewed the proposals for capability, experience, performance capability and proposed cost. The top-ranked firm was Ceres Environmental, based on the panel's evaluation that this firm was the most capable firm to provide the necessary services to the County at the most favorable cost. Using the same selection criteria, the second ranked firm was Crowder Gulf.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Howard, that Committee approve and recommend to Council a primary contract award for service to Ceres Environmental Services, Inc., Sarasota, Florida as well as a secondary contract for service to Crowder Gulf, Theodore, Alabama. Prior annual expenditures have not been established. Total costs are unit priced based on the cubic yards of debris generated by a hurricane or other debris generating event handled by the firm. An estimated dollar amount for each firm was calculated by the County debris monitoring firm using an estimated average based on a hypothetical model. The actual cost will be determined by magnitude of each natural event impacting Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council award a primary contract for service to Ceres Environmental Services, Inc., Sarasota, Florida as well as a secondary contract for service to Crowder Gulf, Theodore, Alabama. Prior annual expenditures have not been established. Total costs are unit priced based on the cubic yards of debris generated by a hurricane or other debris generating event handled by the firm. An estimated dollar amount for each firm was calculated by the County debris monitoring firm using an estimated average based on a hypothetical model. The actual cost will be determined by magnitude of each natural event impacting Beaufort County.

### **4. Traffic Signal Installation at S.C. Highway 170 and Gibbet Road / Mill Creek**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)



**Discussion:** Mr. Colin Kinton, Division Director-Transportation Engineering, reviewed this item with Committee. Beaufort County requested bids for the installation of a new traffic signalization at the intersection of S.C. Highway 170 and Gibbet Road/Mill Creek. This new signal was not included in the original bid and plans for the S.C. Highway 170 widening project. On May 5, 2015 three bids were received. W M Roebuck, Inc. is the certified lowest responsible/responsive bidder. W H Roebuck's bid prices review revealed no apparent cause for rejecting their bid. Staff is requesting a 10% project contingency of \$15,444. Total project budget is \$169,893.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. McBride, that Committee approve and recommend to Council a contract award to W M Roebuck, Inc., Lexington, South Carolina in the amount of \$154,449, plus a 10% project contingency of \$15,444, bringing the total budget to \$169,893 for the new traffic signal installation at the intersection of S.C. Highway 170 and Gibbet Road / Mill Creek. The source of funding is S.C. Highway 170 Widening Sales Tax Project, account #33403-54500 with an available balance of \$258,374 on May 13, 2015. All construction costs on the S.C. Highway 170 Widening project are reimbursable from the S.C. State Infrastructure Bank Grant for this project. Additionally, the Mill Creek residential subdivision will be providing \$20,000 for funding the installation of the signal. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. ABSENT - Mr. Vaux. The motion passed.

**Recommendation:** Council award a contract to W M Roebuck, Inc., Lexington, South Carolina in the amount of \$154,449, plus a 10% project contingency of \$15,444, bringing the total budget to \$169,893 for the new traffic signal installation at the intersection of S.C. Highway 170 and Gibbet Road / Mill Creek. The source of funding is S.C. Highway 170 Widening Sales Tax Project, account #33403-54500 with an available balance of \$258,374 on May 13, 2015. All construction costs on the S.C. Highway 170 Widening project are reimbursable from the S.C. State Infrastructure Bank Grant for this project. Additionally, the Mill Creek residential subdivision will be providing \$20,000 for funding the installation of the signal.

**5. An Ordinance Declaring Certain Real Property as Surplus Property and Authorizing Beaufort County to Sell Real Property Identified as TMP: R100 033 00A 021B 0000**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Josh Gruber, Deputy County Administrator/Special Counsel, reviewed this item with Committee. Beaufort County is the owner of real property located at 3012 Palmetto Ridge Street, Beaufort, South Carolina specifically identified as TMP: R100 033 00A 021B 0000. The property was previously utilized by Beaufort County Disability and Special Needs as a housing facility and has discontinued the use of the property, thereby leaving the property vacant and unoccupied. Staff has determined that it is in the best interest of the citizens of Beaufort County to declare the property as surplus property and to sell the property upon such terms and conditions as may be most favorable to the County. The County will solicit requests



for proposals through a request for proposal for both a purchase price and subsequent use of the property.

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee approve and recommend to Council first reading approval of an ordinance declaring certain real property as surplus property and authorizing Beaufort County to sell real property identified as TMP: R100 033 00A 021B 0000 upon such terms and conditions as he believes reasonably prudent and in the best interest of the citizens of Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. ABSENT - Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading an ordinance declaring certain real property as surplus property and authorizing Beaufort County to sell real property identified as TMP: R100 033 00A 021B 0000 upon such terms and conditions as he believes reasonably prudent and in the best interest of the citizens of Beaufort County.

## **INFORMATION ITEMS**

### **6. Presentation / Mobile Apps Overview**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dan Morgan, Division Director-Mapping and Applications, presented this item to Committee. The County is in the process of developing several mobile apps that will become available to the public in the immediate future. The first app for public use dealt with mosquito control. Damage assessment, 311, and online services apps are in the development stage.

**Status:** Information only. No action required.

### **7. Update / Convenience Center Traffic Analysis**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Jim Minor, Solid Waste and Recycling Manager, presented this item to Committee. The changes were made to the convenience hours to help avoid a tax increase during the current fiscal year. The County received numerous complaints about the reduction of hours last year, but the complaints have lessened now that residents have adjusted to the new schedules. Traffic at the seven busiest centers has been spread throughout the week in an effort to prevent queuing at the gates. Being closed on Wednesdays provides staff more time for maintenance at the centers.

**Status:** Information only. No action required.

**8. Construction Engineering Inspection / Construction Management Services for S.C. Highway 170 Widening Project (< \$100,000)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Colin Kinton, Division Director-Transportation Engineering, discussed this item with Committee. In 2012 Council awarded a contract for \$2,030,714 to Infrastructure Consulting & Engineering (ICE) for Construction Engineering Inspection/Construction Management Services (CEI/CM) for the S.C. Highway 170 Widening Project. Due to the construction delays associated with the S.C. Highway 170 project, the CEI/CM services needed to be extended. For the month of March 2015, ICE had CEI/CM service charges for the S.C. Highway 170 widening totaling \$66,221.89. County Engineering Department staff has reviewed these charges and recommend payment.

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee authorize payment of the April 2015 invoice totaling \$66,221.89 to Construction Engineering Inspection/Construction Management Services for work performed by Infrastructure Consulting & Engineering for the S.C. Highway 170 Widening Project. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard and Mr. McBride. NAYS – Mrs. Bensch. ABSENT - Mr. Vaux. The motion passed.

**Status:** Committee authorize payment of the April 2015 invoice totaling \$66,221.89 to Construction Engineering Inspection/Construction Management Services for work performed by Infrastructure Consulting & Engineering for the S.C. Highway 170 Widening Project.

**9. An Ordinance to Authorize the County Administrator to Execute a Quit Claim Deed for the Mary Fields School and Associated Property on Daufuskie Island to the Union Baptist Church**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** This issue will come back before the Committee after receipt of additional information from the School District.

**10. Discussion / Buckwalter Parkway / Buckwalter Towne Boulevard Traffic Engineering Report**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Colin Kinton, Division Director -Transportation Engineering, discussed this item with Committee. He presented the “Buckwalter Parkway Access Management Plan with Regards to the Proposed Commercial Development Along Buckwalter Towne Boulevard

Report,” dated May 11, 2015. The report describes the area, the background, existing conditions utilizing the approved Access Management Plan, other highway corridors, and proposed recommendations.

**Status:** Information only. This issue will come back before the Committee after staff has had an opportunity to look at the empirical data and then look at what the empirical data suggests.

DRAFT

## BOARDS AND COMMISSIONS

### Reappointments and Appointments June 8, 2015

#### 1. Finance Committee

##### ① Airports Board

Nominate <sup>d</sup>	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required	Term/Years	Expiration
05.26.15	Richard Sells	Town of HHI nomination	Reappoint	8/11	2 years	February 2017

#### 2. Governmental Committee

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

Nominate	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required	Term/Years	Expiration
06.08.15	Gordon Bowers	Lady's Island	Reappoint	10/11	4 years	May 2019
06.08.15	Roosevelt McCollough	St. Helena Island	Reappoint	10/11	4 years	May 2019

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

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING BEAUFORT COUNTY TO SELL REAL PROPERTY IDENTIFIED AS TMP: R100 033 00A 021B 0000**

**WHEREAS**, Beaufort County is the owner of real property located at 3012 Palmetto Ridge Street, Beaufort, South Carolina specifically identified a TMP: R100 033 00A 021B 0000; and

**WHEREAS**, the property was previously utilized by Beaufort County Disability and Special Needs as a housing facility; and

**WHEREAS**, the Beaufort County Disabilities and Special Needs discontinued the use of the property, thereby leaving the property vacant and unoccupied; and

**WHEREAS**, Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to declare the above-described property as surplus property and to sell the property upon such terms and conditions as may be most favorable to the County; and

**WHEREAS**, Beaufort County shall solicit requests for proposals through a RFP for both a purchase price and subsequent use of the property; and

**WHEREAS**, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE**, Be it Ordained by Beaufort County Council, that the above-described property is declared surplus property and the County Administrator is hereby authorized to execute and sell the property identified as TMP: R100 033 00A 021B 0000 upon such terms and conditions as he believes reasonably prudent and in the best interest of the citizens of Beaufort County.

**ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council  
First Reading: May 26, 2015  
Second Reading:  
Public Hearing:  
Third and Final Reading:

2015 /

ST. HELENA ISLAND ZONING MAP AMENDMENT / REZONING REQUEST FOR R300-016-000-183A-0000 (10 ACRES, OFF BALL PARK ROAD, KNOWN AS THE LEROY E. BROWNE CENTER) FROM T2-R (RURAL) TO T2-RNO (RURAL NEIGHBORHOOD OPEN).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



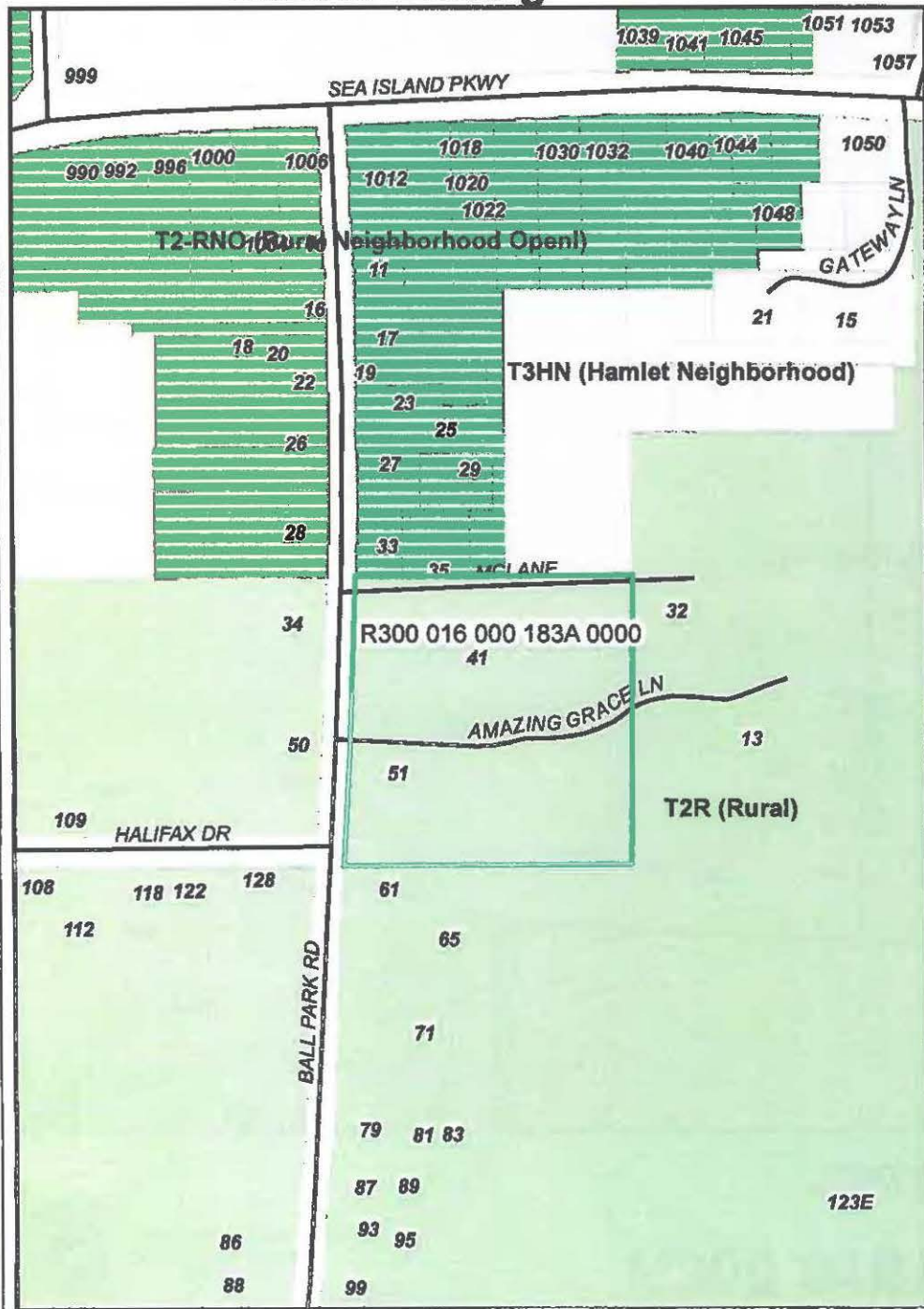


Prepared by  
Beaufort County GIS Division  
Map Generated April 9, 2016

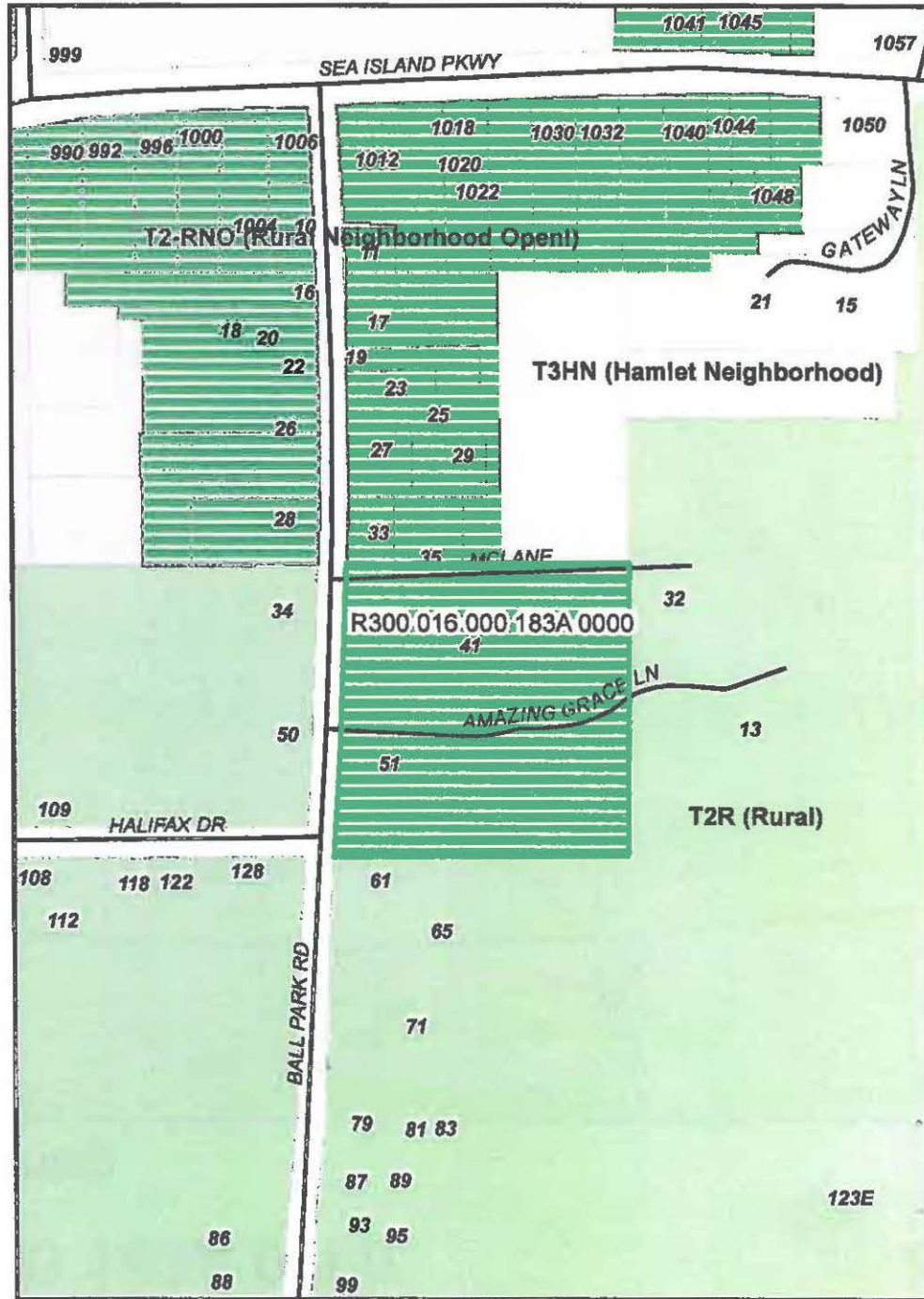
# R300 016 000 183A 0000



## Current Zoning



## Proposed Zoning Change





2015/

TEXT AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (CDC), SECTION 5.6.40 (PERMANENT SIGN TYPES FOR BUILDINGS, BUSINESSES AND COMMUNITIES) (TO PERMIT FREE STANDING SIGNS IN T4 DISTRICTS, SUBJECT TO CERTAIN CONDITIONS).

Whereas, added text is highlighted.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

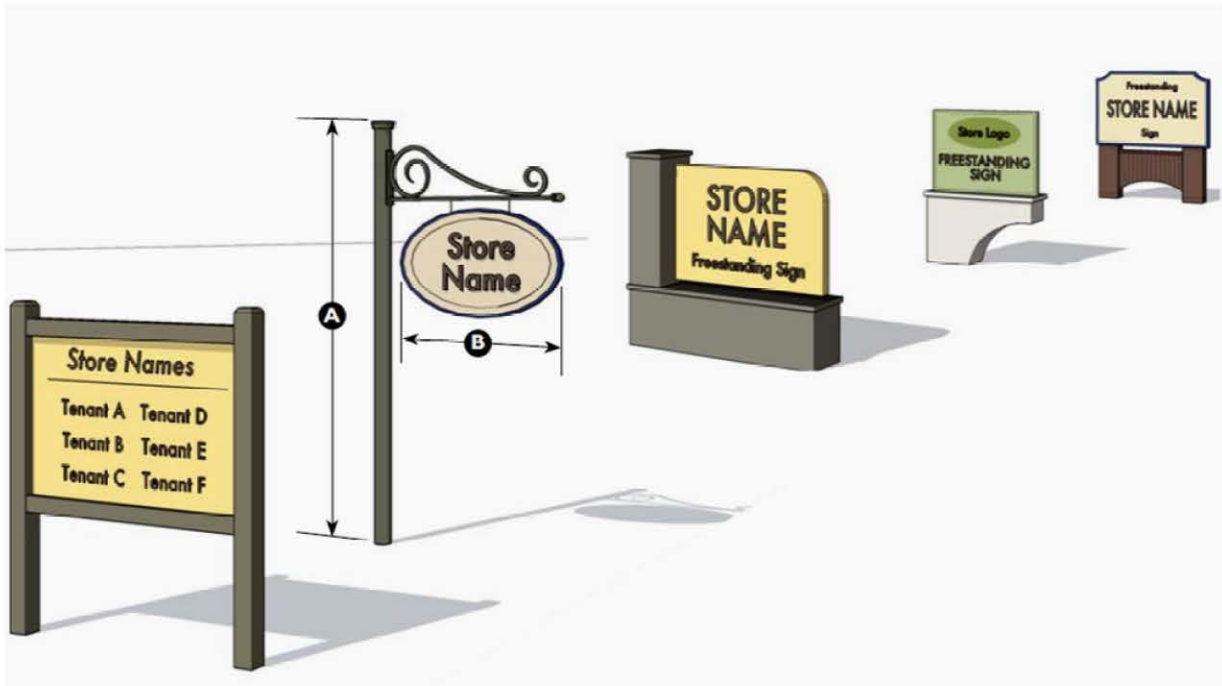
Public Hearing:

Third and Final Reading:

Table 5.6.40.A: Sign Types											
Specific Sign Type	Illustration	Permit	Standards								
<p><b>Awning Signs:</b> Awnings are a traditional storefront fitting and can be used to protect merchants' wares and keep storefront interiors shaded and cool in hot weather.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.80
T1	T2	T3	T4								
C3	C4	C5	SI								
<p><b>Directional Signs:</b> Directional signs provide guidance to entrances and parking locations.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.90
T1	T2	T3	T4								
C3	C4	C5	SI								
<p><b>Landscape Wall Sign:</b> Landscape wall signs are attached to freestanding walls and are often used to mark a place of significance or the entrance to a location.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.100
T1	T2	T3	T4								
C3	C4	C5	SI								
<p><b>Marquee Signs:</b> Marquee signs are vertical signs that are located either along the face where they project perpendicular to the facade; or at the corner of the building where they project at 45 degree angles.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.110
T1	T2	T3	T4								
C3	C4	C5	SI								
<p><b>Free Standing Signs:</b> Free standing signs encompass a variety of signs that are not attached to a building and have an integral support structure. Three varieties include: Freestanding, Monument and Pole.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.120
T1	T2	T3	T4								
C3	C4	C5	SI								
<p><b>Projecting Signs:</b> Projecting signs mount perpendicular to a building's facade. These signs are small, pedestrian scaled, and easily read from both sides. Syn. Blade Sign.</p>		<table border="1"> <tr> <td>T1</td> <td>T2</td> <td>T3</td> <td>T4</td> </tr> <tr> <td>C3</td> <td>C4</td> <td>C5</td> <td>SI</td> </tr> </table>	T1	T2	T3	T4	C3	C4	C5	SI	5.6.130
T1	T2	T3	T4								
C3	C4	C5	SI								

Key					
	Permitted		Permitted with Conditions		Sign Type Not Allowed

5.6.120 Freestanding Sign Type



**A. Description**

**Freestanding Signs** encompass a variety of signs that are not attached to a building and have an integral support structure. Freestanding varieties include Monument and Pole Signs.

A Pole Sign, usually double-faced, mounted on a single or pair of round poles, square tubes, or other fabricated members without any type of secondary support.

A Monument Sign stands directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

**B. Standards**

**Size**

Signable Area:	
Single Tenant	40 SF max.
Multiple Tenant with one highway frontage	80 SF max.
Multiple Tenant with two or more highway frontages	80 SF per frontage

**Location**

Signs per Highway Frontage:	
Single Tenant	1 max.
Multiple Tenant	1 max. <sup>1,2</sup>
Height	10' max. <b>(A)</b>
Width	15' max. <b>(B)</b>
Distance from ground to the base of the sign	4' max.
Setback within Corridor Overlay District	10' min.

<sup>1</sup>Individual tenants may not have a Freestanding Sign.

<sup>2</sup>Frontages greater than 500 feet may include one additional freestanding sign not to exceed 80 SF in area and with a total allowable sign area not exceeding the maximum allowable sign area for the multiple tenant center.

**Miscellaneous**

Freestanding signs are permitted in T4 zones in cases where the principal structure is located greater than 30 feet from the front property line.

Changeable copy signs are allowed for gasoline price signs, houses of worship, schools, directory signs listing more than one tenant, and signs advertising restaurant food specials, films and live entertainment which change on a regular basis.





COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

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

TO: Councilman Brian E. Flewelling, Chairman, Natural Resources Committee

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

SUBJ: **Recommendation of Contract Award for RFQ # 042915, Rural and Critical Land Preservation Consultant Services**

DATE: June 1, 2015

**BACKGROUND:** On April 29, 2015, Beaufort County received two responses from qualified firms for Rural and Critical Land services for the Beaufort County Planning Department. In accordance with the Rural and Critical Land Preservation Ordinance and Land Preservation Bond Referendums, the Beaufort County Comprehensive Plan, the Beaufort County Land Preservation Board (hereafter, "the Board") Program Guide, and policies and priorities of the County, the consultant shall provide staff support and assistance with the acquisition of land and conservation easements pursuant to the program. The consultant will utilize its experience and contacts in real estate, negotiations, natural resource preservation, stewardship skills and other expertise to assist Beaufort County and the Board in planning and coordinating with other organizations to implement the program.

A selection committee composed of the Director of Planning, the Natural Resources Planner and the Chairman of the Rural and Critical Preservation Board, were tasked with evaluating and selecting the highest ranking firms based on qualifications and experience. The committee reviewed the two responses below and provided the following ranking:

**FIRMS RANK ORDER:**

1. Open Land Trust, Beaufort, SC
2. Natural Resources Planning Services, Inc., High Spring, Florida

*JA* **FUNDING:** Account # 45000011-51160, Real Property Program, Professional Services, with an available fund balance \$10 million as of the date of this memo.

**FOR ACTION:** Natural Resources Committee meeting occurring June 1, 2015.

**RECOMMENDATION:** The Natural Resources Committee approve and recommend to County Council a contract award to the Open Land Trust in the amount of \$179,000 for Rural and Critical Land Preservation Consulting Services from the funding source listed above.

CC: Gary Kubic, County Administrator *GKubic*  
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*  
Alicia Holland, Asst. Co. Administrator, Finance *AH*  
Eric Larson, Director, Environmental Engineering Division *Eric W Larson*  
Anthony Criscitiello, Director of Planning *TC*

Att: Final Ranking Score Sheet

RFQ 042915, RURAL AND CRITICAL LAND CONSULTING SERVICES  
 INITIAL SCORE SHEET SUMMARY

Column1	Column2	Column3
	<u>Name of Company</u>	
	<u>BC Open</u>	<u>Natural Resource</u>
<u>Evaluators</u>	<u>Land Trust</u>	<u>Planning Services, Inc.</u>
T. Criscitiello	99	52
A. Flake	99	83
E. Pappas	100	87
TOTALS:	298	222

- 1. BC Open Land Trust 298
- 2. Natural Resources Planning Services 222

RESOLUTION NO. 2015/\_\_\_

A RESOLUTION TO ADOPT AN ECONOMIC DEVELOPMENT POLICY  
FOR BEAUFORT COUNTY

WHEREAS, economic development and the diversification of the tax base within Beaufort County is a priority of Beaufort County Council; and

WHEREAS, in order to adequately support economic development initiatives, it is appropriate for County Council to establish a strategy on how to approach economic development, recognizing that the individual components require subsequent Council approval; and

WHEREAS, it is conventional wisdom that economic development requires the assemblage of property and associated public infrastructure for that purpose, which are typically called commerce parks; and

WHEREAS, the geographic makeup of Beaufort County is large and diverse and, as such, multiple commerce parks may be is required and

WHEREAS, it is generally agreed that the management of economic development activities should not be part of the County Administration; and

WHEREAS, it is agreed that in order for economic development activities to be successful in Beaufort County, there will need to be cooperative participation between the County and the Municipalities; and

WHEREAS, in order to successfully implement economic development activities, including business retention, public funding will be required until such time as sufficient commercial development and diversification has occurred, which will then foster continued development by private industries.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby adopts an economic development strategy, which, among other things, will include the establishment of the following:

1. A Beaufort County Economic Development Corporation to include participation of the Municipalities and associated public funding.
2. The purchase and / or infrastructure development of properties in Beaufort County.

Adopted this \_\_\_\_ day of June, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keavenly, II, County Attorney

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR BEAUFORT COUNTY  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,000,000 GENERAL OBLIGATION BONDS AND \$12,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS, OF BEAUFORT COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND AND THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS AND THE NOTES; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY BEAUFORT COUNTY COUNCIL:

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government 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 their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, is \$1,688,809,792. Eight percent of the assessed value is \$135,104,783. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$87,994,710. Thus, the County may incur \$47,110,073 additional general obligation debt within its applicable debt limitation.



(f) Article X, Section 14 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.

(g) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (“Title 11, Chapter 17”), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds

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

(i) Pending the issuance and sale of general obligation bonds, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bond anticipation notes in an amount of not to exceed \$12,000,000 for: (i) the acquisition of a parcel of property known as Pepper Hall Plantation (the “Project”); (ii) paying 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 \$12,000,000 aggregate principal amount of general obligation bonds of the County to be designated “\$(amount issued) General Obligation Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”) for the purpose of retiring any outstanding bond anticipation notes, and to pay costs of issuance of the Bonds.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the “Administrator”) at such rate or rates as may be determined by the Administrator at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

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

SECTION 3. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$12,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, in one or more series, in one or more years, with appropriate series designations, to be designated “(amount issued) General Obligation Bond Anticipation Notes, (appropriate series designation) of Beaufort County, South Carolina”(the “Notes”) to fund the Project, and to pay costs of issuance of the Notes.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Administrator at the time of sale thereof.

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

If it is determined that it would be in the County's best interest to renew the Notes at maturity rather than to issue the Bonds, said renewal will be authorized by Resolution adopted by County Council.

SECTION 4. Approval by County Council; Delegation of Authority Relating to the Bonds. County Council shall by written resolution approve the issuance and sale of each series of bonds. Subject to County Council's approval, County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority with respect to each Series of Bonds: (a) to determine the par amount of Bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidders therefor in accordance with the terms of the Notices of Sale for each series of Bonds.

After the sale of each series of Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of each series of Bonds.

SECTION 5. Delegation of Authority Relating to the Notes. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the Notes; (b) to determine the maturity date of the Notes; (c) to determine redemption provisions, if any, for the Notes; (d) the date and time of sale of the Notes; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

After the sale of the Notes, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Notes.

SECTION 6. Registration, Transfer and Exchange of Bonds and Notes. 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 and Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds and Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond and Note shall be registered upon the registry books as the absolute owner of such Bond and Note, whether such Bond and Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and Note and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 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. For every such transfer of Bonds and Notes, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided

herein, may charge a sum sufficient to pay the cost of preparing each Bond and Note issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. 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 or Notes.

SECTION 7. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual 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 prior to the giving of notice of redemption of bonds.

SECTION 8. Mutilation, Loss, Theft or Destruction of Bonds or Notes. In case any Bond or Note 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 or Note 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 or Note. In any such event the applicant for the issuance of a substitute Bond or Note 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 or Note, 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 or Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or Note 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 or Note in lieu of which such duplicate Bond or Note is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds or Notes of the same series issued hereunder.

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

SECTION 9. Execution of Bonds and Notes. The Bonds and Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of 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 or Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds or Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds or Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond and Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 10. Form of Bonds and Notes. The Bonds and Notes shall be in substantially the form attached to the Resolution setting forth the details of the Bonds and Exhibit A hereto, respectively, and incorporated herein by reference.

SECTION 11. 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.

SECTION 12. Security for Notes. The Notes shall constitute general obligations of the County and the proceeds of the Bonds are irrevocably pledged to the payment of the Notes as well as the full faith, credit and taxing power of the County.

SECTION 13. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Notes or Bonds, and such Note or Notes or Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Note or Notes or 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 Notes or 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 Notes or Bonds shall no longer be deemed to be outstanding hereunder, such Notes or 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, school districts and political subdivisions.

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

SECTION 14. Exemption from State Taxes. Both the principal of and interest on the Notes and the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 15. Eligible Securities. The Notes and Bonds initially issued (the “Initial Notes” or 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 or Notes of the same maturity or any integral multiple of \$5,000.

The Initial Bonds or Notes shall be issued in fully-registered form, one Bond or Note for each of the maturities of the Bonds or Notes, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Notes or 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 Notes 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 Notes, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds or Notes of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bond or Notes might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds or Notes by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Notes or Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds or Notes in fully-registered form, in substantially the form set forth in Section 2 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 or Notes will be issued as one single fully-registered Bond or Note and not issued through the book-entry system.

SECTION 16. Sale of Bonds and Notes, Form of Notice of Sale. The Bonds and Notes shall be sold at public sale. A Notice of Sale for the Notes in substantially the form attached hereto as Exhibit B 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 having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. The Notice of Sale for the Bonds will be attached to the Resolution of the County setting forth the details of the Bonds.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds and Notes, respectively, together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds and Notes, respectively, so that it may be provided to the purchaser of the Bonds and Notes.

SECTION 18. 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 an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 19. 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 Notes 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 C 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 the Ordinance. The County will execute and deliver a Disclosure Dissemination Agent Agreement in connection with the issuance of the Bonds, the form of which will be attached to the Resolution setting forth the details of the Bonds.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code;
- (b) A portion will be used to retire any outstanding Notes; and
- (c) The balance of the proceeds shall be applied to costs and expenses of issuing the Bonds.

The proceeds derived from the sale of the Notes shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Notes.

SECTION 21. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds, the Notes and this Ordinance, such notice in substantially the form attached hereto as Exhibit D, having been published in *The Beaufort Gazette and Island Packet*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 22. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Bonds and Notes for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds and Notes for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably

expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 23. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds and Notes 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 Bondholders or Noteholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the "IRC") in effect on the date of original issuance of the Bonds and Notes. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds and Notes shall be made which, if such use had been reasonably expected on the date of issue of the Bonds and Notes would have caused the Bonds or Notes to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

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

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

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

SECTION 24. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and FirstSouthwest, as Financial Advisor in connection with the issuance of the Notes and the Bonds. The County Administrator is 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 Notes and 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 adoption.

[Signature Page to follow]



Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 2015:

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

Date of First Reading: April 13, 2015

Date of Second Reading:

Date of Public Hearing: April 27, 2015

Date of Third Reading:

FORM OF NOTE

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

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 OWNER:

PRINCIPAL AMOUNT:            DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Beaufort County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) at the principal office of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2015, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of \_\_\_\_\_%, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

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

This note represents a series of general obligation bond anticipation notes (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; Title 59, Chapter 71, Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by County Council on \_\_\_\_\_, 2015 (the “Ordinance”). The proceeds to be derived from the sale of bonds are irrevocably pledged for the payment of the principal of and interest on the Notes.

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

effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

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

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

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

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

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Chair, County Council

ATTEST:

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Interim Clerk to County Council

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

Date of Authentication:

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

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

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

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

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

under Uniform Gifts to Minors  
Act \_\_\_\_\_  
(state)

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

(FORM OF ASSIGNMENT)

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

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

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

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

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

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

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

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

FORM OF NOTICE OF SALE

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

Sealed, facsimile and electronic bids for the purchase of all but not part of the above notes (the "Notes") will be received by Beaufort County, South Carolina (the "County"), in the case of sealed and facsimile bids, at the offices of the County Administrator, 100 Ribaut Road, Beaufort, South Carolina, and in the case of electronic bids, via PARITY (as explained below) until \_\_\_\_\_ (Eastern Time) on \_\_\_\_\_, \_\_\_\_\_, 2015.

**BID SUBMISSION:** Sealed and facsimile bids must be submitted on bid forms furnished by the County. Sealed bids shall be enclosed in a sealed envelope marked on the outside "Proposal for the Purchase of the County of Beaufort County, South Carolina, \$ \_\_\_\_\_ General Obligation Bond Anticipation Notes, Series \_\_\_\_\_." Bids submitted by facsimile should be preceded by a cover sheet addressed to the Superintendent and should be sent only once to (843) \_\_\_\_\_. Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018, Customer Support, telephone (212) 404-8102. The County, McNair Law Firm, P.A. and FirstSouthwest shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

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

**NOTE DETAILS:** The Notes will be issued in book-entry form in the denomination of \$5,000 or any integral multiple thereof. The Notes will be dated as of \_\_\_\_\_, 2015, the expected date of delivery, and due on \_\_\_\_\_, 2015. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on \_\_\_\_\_, 2016.

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

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

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

**REGISTRAR/PAYING AGENT:** Wells Fargo Bank, N.A., Atlanta, Georgia will serve as Registrar/Paying Agent (the "Registrar/Paying Agent") for the Notes.

**BASIS OF AWARD:** The Notes will be awarded to the responsive bidder whose bid results in the lowest NET INTEREST COST (the "NIC") to the County. The NIC will be calculated as the total interest from \_\_\_\_\_, 2015 to \_\_\_\_\_, 2016, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. Any bid for less than par will be rejected. The County reserves the right to reject any and all bids and to waive informalities in any or all bids.

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

The Notes will be awarded or all bids will be rejected by no later than 2:00 P.M. (Eastern Time) on the day bids are opened, \_\_\_\_\_, 2015.

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

**AUTHORIZATION:** The Notes are being issued pursuant to Article X, Section 15 of the Constitution of the State of South Carolina, Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of the County on \_\_\_\_\_, 2015.

**INTEREST AND PRINCIPAL PAYMENTS:** Payment of principal of and interest on the Notes will be made directly by the Registrar/Paying Agent to Cede & Co., as the registered owner of the Notes and nominee for The Depository Trust Company ("DTC"), on \_\_\_\_\_, 2015, in immediately available funds.

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

**DELIVERY AND PAYMENT:** Delivery of the properly executed Notes is expected to be made through DTC on or about \_\_\_\_\_, 2015. Payment for the Notes shall be made in immediately available funds.

**OFFICIAL STATEMENT:** The Preliminary Official Statement, dated \_\_\_\_\_, 2015, has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with the Rule.

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

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

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

\_\_\_\_\_, 2015



**FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2015, 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 Notes (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Notes in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

“Series 2015 Notes” means the notes 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 Notes and the 9-digit CUSIP numbers for all Notes 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 Notes (including persons holding Notes through nominees, depositories or other intermediaries) or (b) treated as the owner of any Notes 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 Notes (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 Notes, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Notes 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, 2015. 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 Notes 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 Notes, or other material events affecting the tax status of the Notes;
- (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 Notes, 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 Notes and the 9-digit CUSIP numbers for the Notes 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 Notes upon the legal defeasance, prior redemption or payment in full of all of the Notes, when the Issuer is no longer an obligated person with respect to the Notes, 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 Notes. 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 Notes or under any other document relating to the Notes, 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 Notes 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 Notes.

(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 Notes 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 Notes, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Notes, 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:	_____
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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:	_____

**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 Notes 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:

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), in County Council Chambers located at 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on \_\_\_\_\_, \_\_\_\_\_, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an ordinance (the "Ordinance") providing for the issuance and sale of not to exceed \$12,000,000 General Obligation Bonds (the "Bonds") and \$12,000,000 General Obligation Bond Anticipation Notes (the "Notes"), in one or more series; in one or more years, with appropriate series designations, of the County, the proceeds of the Notes will be used for: (i) funding the acquisition of a parcel of property known as Pepper Hall Plantation; and (ii) paying costs of issuance of the Notes; the proceeds of the Bonds will be used for retiring the Notes; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The proceeds of the Bonds will be irrevocably pledged for the payment of the Notes. Also, 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.

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 Bonds.

/s/Chair, County Council, Beaufort County,  
South Carolina

BCSD '16 Budget (M's - \$)

6/3/15

	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
<u>Mills</u>							97.5	103.5	103.5
<u>Revenues:</u>									
Ad Valorem							109.4	114.4	126.7
All Other							<u>70.0</u>	<u>76.0</u>	<u>76.8</u>
							179.4	190.3	203.5
<u>Expenditures</u>	156.5	166.4	171.1	175.6	173.7	177.3	182.3	189.3	203.5
Increase	6.9	9.9	4.7	4.5	(1.9)	3.6	5.0	7.0	
8 Year Ave								5.0	
									14.0
% Inc	4.6%	6.3%	2.8%	2.6%	-1.1%	2.1%	2.8%	3.8%	7.4%
<u>Fund Balance</u>	25.2	32.6	31.4	26.5	28.1	30.5	27.6	28.7	29.1
% of next Yr	15%	19%	18%	15%	16%	17%	15%	14%	14%

Enrollment Growth	627	239
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Expenditures:	Enrollment Growth	3.2	3.9
	State Mandates	4.0	2.4
	Lost Special Revenue	0.7	2.0
	Program Expansion		1.8
	New School		1.4
	Transportation	1.2	
	Non-Certified	0.7	
	BoE Identified Cuts	(2.6)	
	All Other	(0.2)	2.4
		7.0	14.0

# **BEAUFORT COUNTY SCHOOL DISTRICT**

**Dr. Jeffrey Moss, Superintendent  
Phyllis White, Chief Operational Services Officer**

**FY 2015-2016  
General Fund  
Budget**

**County Council  
Final Reading  
June 8, 2015**

# INCLUDED IN OVERALL BUDGET

- Choice at All Schools, including a Charter School and a Vocational School
- CATE Programs
  - BCHS CATE programs
  - HHIHS CATE programs
- Reading Interventionists
- Instructional Coaches
- Pre-K with limited waiting lists
- Connect2Learn – BCSD’s 1:1 Program (Technology Coaches)
- Staff to address student growth
- Professional development to enhance teacher performance
- Instructional software (students and teachers)

# RETURN ON INVESTMENT

## ■ ACADEMIC HIGHLIGHTS

- Five years ago, 75 percent of Beaufort County's schools were rated Excellent, Good or Average on state School Report Cards. Today, it's 94 percent.
- Five years ago, 69 percent of Beaufort County high school students graduated "on time" in four years. Today, the district's graduation rate is 78 percent.
- Beaufort is one of only two districts in South Carolina to have had four schools selected as "Palmetto's Finest" in the past four years: Red Cedar Elementary in 2015, Okatie Elementary in 2014, and Beaufort Middle and Hilton Head Island High in 2012.
- Well above AdvancEd metrics in all areas – commendations on instructional leadership, use of professional development and use of resources
- Four schools received AdvancEd STEM certification (only 15 total nationally)

# RETURN ON INVESTMENT

## ■ BUSINESS/FINANCE ACCOMPLISHMENTS

- Despite rising costs for things that the school district cannot control – insurance contracts, employee health care, state-mandated salary increases for teachers, etc. – Beaufort County has one of the lowest property tax millage rates for school operations in South Carolina at 103.5 (FY2014-15).
- Despite the addition of new building space, energy use has been reduced from 54 million kilowatt-hours in 2006 to 39 million kilowatt-hours in 2014. Water use has been reduced from 58.1 million gallons in 2006 to 50 million gallons in 2014.
- Over the past 12 years, the district has never had a negative finding in any of its annual independent audits. In addition, the district's bond rating with Standard and Poor's includes a positive outlook due to the district's "strong historical financial performance."
- Ranked fifth lowest in administrative costs in state



# RETURN ON INVESTMENT

## ■ COMMUNITY SUPPORT INITIATIVES

- The district has aligned with private investors for the new Building a Better Beaufort Scholarship – dubbed B<sup>3</sup> – which pays up to two years of tuition costs at the Technical College of the Lowcountry for qualified local high school graduates. B<sup>3</sup> is a partnership among the district, TCL and Know2 Beaufort County.
- The district has improved its screening process for school volunteers and, at the same time, increased the number of volunteers from 1,300 last year to 4,400 today.
- Two new schools are being built to serve the fast-growing Bluffton community. River Ridge Academy will be 1,000-capacity PreK-8 school, and May River High will be a 1,500-capacity high school.
- Partnership with Neighborhood Outreach Center has resulted in Education Oversight Committee (EOC) funding and national recognition.

# RETURN ON INVESTMENT

## ■ FOR THE FUTURE

- Parents have strongly embraced the district's expanded school choice program. We received more than 1,800 applications from parents seeking to have their children attend specialized academic programs in schools outside their zoned attendance areas.
- Connect2Learn is a district-wide effort to put a mobile computer in the hands of every student in grades 3-12. Middle and high school students are now taking their computers home to continue their learning outside school, giving them access to programs, files and schoolwork.
- New career and technology courses are designed to prepare students for high-paying jobs and industry certifications in rapidly emerging fields. New facilities will be built and cutting-edge equipment installed at Battery Creek High and May River High.

# EXPENDITURE CHANGES FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases:</b>	
State Mandates	\$ 2,409,146
Loss in State and Federal Funding	2,013,500
Enrollment increases (includes new PK-8 school)	3,929,960
Program Expansions (Pre-K, CATE, Tutoring, Reading)	1,805,800
Operational (includes new PK-8 school)	1,431,460
Other (Locality Supplement and Step Increases)	3,210,980
Total	<u>\$ 14,800,846</u>
<b>Decreases:</b>	
Operational	(845,755)
Net Difference	<u>\$ 13,955,091</u>

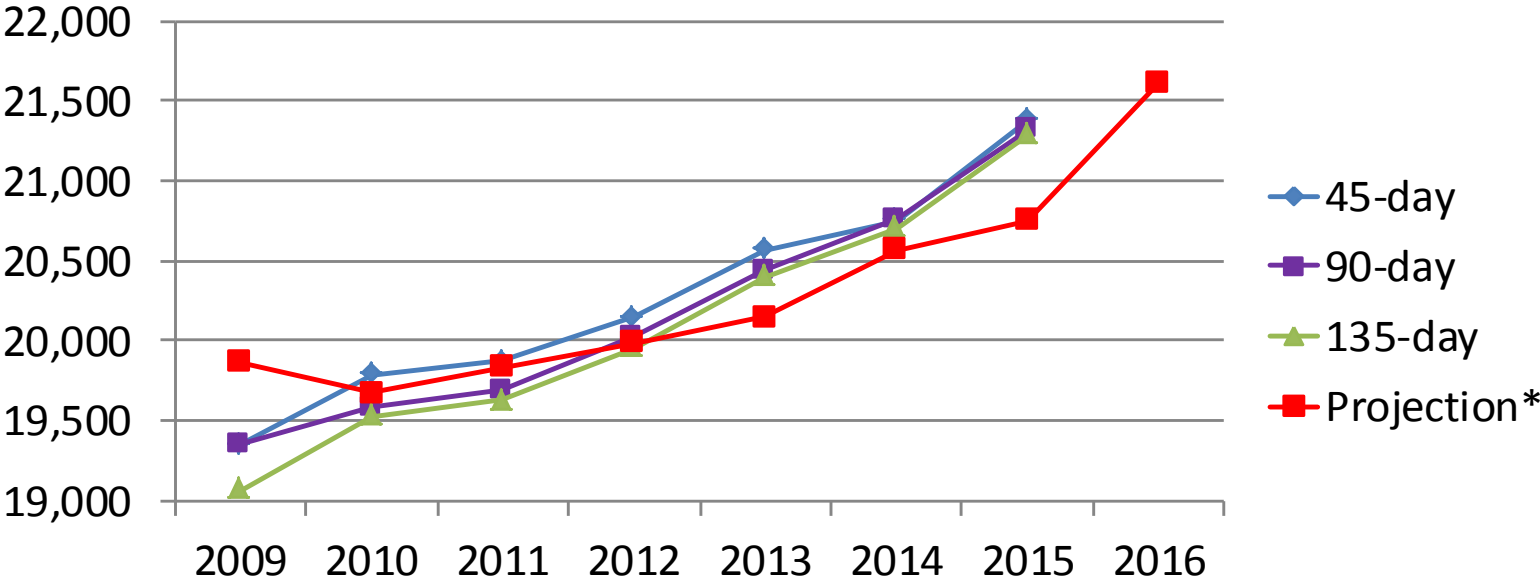
# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases due to State Mandates:</b>	
Teacher Salary Step for certified staff	\$ 1,259,146
Retirement Increase	300,000
Health Insurance Increase	850,000
Total State Mandates	<u>\$ 2,409,146</u>

# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases due to change in State and Federal funding:</b>	
3 Guidance Counselors moved to General Fund	\$ 201,000
6 Chinese Teachers moved to General Fund	390,000
10 Gifted & Talented Teachers moved to General Fund	650,000
8.5 ESOL Teachers moved to General Fund*	552,500
Benefits related to Reading Coaches not covered by State	220,000
Total	<u>\$ 2,013,500</u>

# Beaufort County School District 2016 Enrollment Projection



45-day	19,349	19,786	19,870	20,148	20,568	20,754	21,381	
90-day	19,349	19,580	19,689	20,021	20,437	20,762	21,320	
135-day	19,067	19,525	19,626	19,953	20,399	20,704	21,285	
<b>Projection*</b>	<b>19,862</b>	<b>19,669</b>	<b>19,834</b>	<b>19,983</b>	<b>20,148</b>	<b>20,568</b>	<b>20,754</b>	<b>21,620</b>

**239 increase from  
2015 45-day**

\*Projection is based on 45<sup>th</sup> day

Note: All #s include charter school 2010 - 248, 2011- 304, 2012-342, 2013-456, 2014-494, 2015-532, 2016-570

# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases due to enrollment growth*:</b>	
44 school based employees**	\$ 2,860,000
7.5 Special Education Teachers	487,500
4 Special Education Assistants	108,000
1 Special Education Coordinator	87,100
3 Technology Technicians for Schools	195,000
School Non-Salary Allocations	155,160
ESOL Welcome Center	37,200
<b>Total</b>	<b>\$ 3,929,960</b>

\*Includes staff of River Ridge Academy and all costs include salary and benefits.

\*\*35 teachers; 7 classified; 1 Principal; 1 Asst. Principal

# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases due to program expansion:</b>	
Pre-K Expansion - 6 classrooms (12 staff)	460,800
Career & Technical Education (CATE) - 6 teachers	390,000
Tutoring	500,000
Reading Intervention K-2	455,000
Total	<u>\$ 1,805,800</u>



# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

Description	Projected Cost
<b>Operational Increases:</b>	
School Resource Officers	\$ 124,770
Student Transportation	189,874
Utilities	121,448
Repairs and Maintenance	56,000
Contractual Increase (Custodial, Maintenance, Grounds)	404,874
Musical Instruments	54,500
Instructional Materials and Textbook	41,058
Teacher Evaluation and Recruitment	272,385
Technology Network Equipment & Internet Filtering	166,551
<b>Total</b>	<b>\$ 1,431,460</b>

# EXPENDITURE INCREASES INCLUDED IN FY 2015-2016 BUDGET

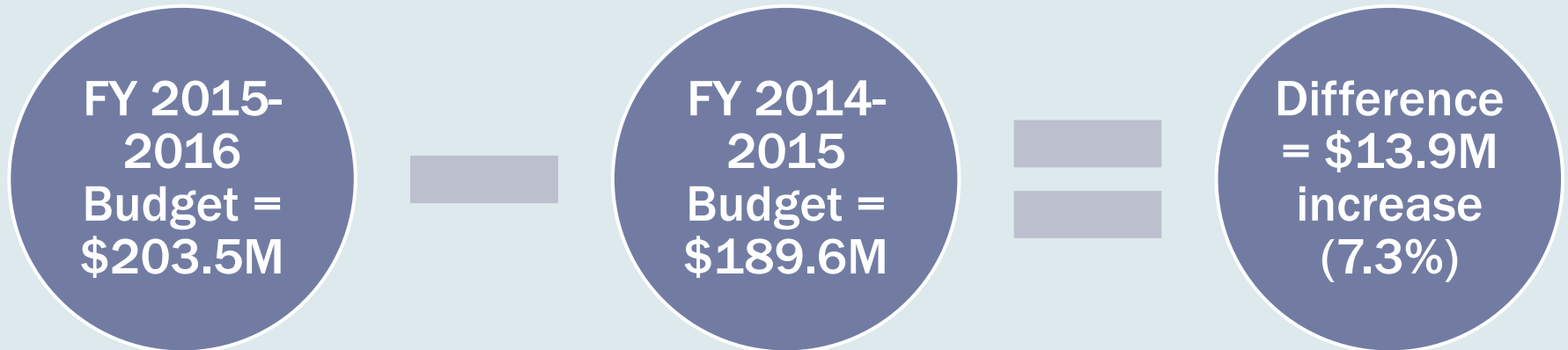
Description	Projected Cost
<b>Other Increases:</b>	
Step increase for classified	391,720
Step increase for administrators	152,768
Locality Supplement	2,666,492
<b>Total</b>	<b>\$ 3,210,980</b>

# EXPENDITURE CHANGES FY 2015-2016 BUDGET

Description	Projected Cost
<b>Increases:</b>	
State Mandates	\$ 2,409,146
Loss in State and Federal Funding	2,013,500
Enrollment increases (includes new PK-8 school)	3,929,960
Program Expansions (Pre-K, CATE, Tutoring, Reading)	1,805,800
Operational (includes new PK-8 school)	1,431,460
Other (Locality Supplement and Step Increases)	3,210,980
Total	<u>\$ 14,800,846</u>
<b>Decreases:</b>	
Operational	(845,755)
Net Difference	<u>\$ 13,955,091</u>

# CHANGE FROM PRIOR YEAR

**Total Proposed FY 2015-2016 Budget = \$203,513,932**



	A	B	C		D	F	G
	FY 2013-2014 Approved Budget	FY 2013-2014 Audited Actual	Variance From Budget		FY 2014-2015 Approved Budget	FY 2014-2015 Projected Actual	FY 2015-2016 Proposed Budget
Revenues by Source	97.45 mils	97.45 mils			103.5	103.5	103.5
Millage Rate							
1 <b>Local</b>							
2 Ad Valorem (Current and Delinquent)-Net of TIFs	114,868,815	109,379,367	(5,489,448)		114,868,815	114,868,815	129,259,908
2a Less Estimated Uncollectible Amount							(2,585,198)
3 Penalties and Interest	800,000	697,449	(102,551)		800,000	800,000	800,000
4 Rental Income	583,500	553,172	(30,328)		563,500	564,000	293,500
5 Other Local	80,000	446,362	366,362		370,000	380,000	370,000
6 <b>Total Local Revenue</b>	<b>\$ 116,332,315</b>	<b>\$ 111,076,350</b>	<b>(5,255,965)</b>		<b>\$ 116,602,315</b>	<b>\$ 116,612,815</b>	<b>\$ 128,138,210</b>
7 <b>State</b>							
8 Sales Tax Reimbursement on Owner Occupied-Tier III	42,761,119	42,783,003	21,884		43,360,281	43,360,281	43,960,281
9 Fringe Benefits/Retiree Insurance	5,476,221	5,938,827	462,606		5,938,827	6,873,812	7,270,465
10 Education Finance Act (EFA)	3,929,748	3,560,563	(369,185)		6,692,187	7,342,824	6,966,508
11 EFA Transition Funds (hold harmless-Governor's Plan)			-		697,308		1,095,609
12 Reimbursement for Local Property Tax Relief-Tier II	7,036,261	7,036,261	-		7,036,261	7,036,261	7,036,261
13 Other State Property Tax (Homestead-Tier I/Merchant Inv)	2,442,079	2,460,953	18,874		2,442,079	2,442,079	2,442,079
14 Other State Revenue (Bus Driver Salary/Misc)	-	1,084,522	1,084,522		1,261,352	1,261,352	1,200,179
15 <b>Total State Revenue</b>	<b>\$ 61,645,428</b>	<b>\$ 62,864,129</b>	<b>1,218,701</b>		<b>\$ 67,428,295</b>	<b>\$ 68,316,609</b>	<b>\$ 69,971,382</b>
16 <b>Federal</b>							
17 Other Federal Sources	900,000	990,252	90,252		900,000	900,000	900,000
18 <b>Total Federal Revenue</b>	<b>\$ 900,000</b>	<b>\$ 990,252</b>	<b>90,252</b>		<b>\$ 900,000</b>	<b>\$ 900,000</b>	<b>\$ 900,000</b>
19 <b>Total Revenue</b>	<b>\$ 178,877,743</b>	<b>\$ 174,930,731</b>	<b>(3,947,012)</b>		<b>\$ 184,930,610</b>	<b>\$ 185,829,424</b>	<b>\$ 199,009,592</b>
20 <b>Other Financing Sources</b>							
21 Transfers from Special Revenue	3,994,372	3,916,005	(78,367)		3,994,372	3,871,204	4,044,025
22 Transfers from Other Funds	362,882	580,400	217,518		450,000	450,000	450,000
23 <b>Total Other Financing Sources (Uses)</b>	<b>\$ 4,357,254</b>	<b>\$ 4,496,405</b>	<b>139,151</b>		<b>\$ 4,444,372</b>	<b>\$ 4,321,204</b>	<b>\$ 4,494,025</b>
24 <b>Total Revenue and Other Financing Sources</b>	<b>\$ 183,234,997</b>	<b>\$ 179,427,136</b>	<b>(3,807,861)</b>		<b>\$ 189,374,982</b>	<b>\$ 190,150,628</b>	<b>\$ 203,503,617</b>
25 <b>Expenditures</b>	182,906,012	182,302,338	(603,674)		189,558,841	189,268,841	203,513,932
26 <b>Increase(Decrease) in Fund Balance</b>	<b>\$ 328,985</b>	<b>\$ (2,875,202)</b>	<b>(3,204,187)</b>		<b>\$ (183,859)</b>	<b>\$ 881,787</b>	<b>\$ (10,315)</b>
27							
28 <b>Beginning Fund Balance</b>	29,706,145	30,503,375			27,628,173	27,628,173	28,509,960
29 <b>Ending Fund Balance</b>	<b>\$ 30,035,130</b>	<b>\$ 27,628,173</b>			<b>\$ 27,444,314</b>	<b>\$ 28,509,960</b>	<b>\$ 28,499,644</b>
30 <b>% of Next Year's Expenditure or Budget</b>	16.5%	14.6%			13.5%	14.0%	13.4%

**Notes:**

State revenue projections based on FY 16 Senate Finance 05-01-2015

ORDINANCE NO. 2015-\_\_\_\_

FY 2015-2016 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2015 and ending June 30, 2016, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance.

SECTION 2. MILLAGE

In Fiscal Year 2015-2016 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

School Operations	103.50
School Bond Debt Service (Principal and Interest)	31.71

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

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$203,513,932 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$126,674,710 to be derived from tax collections;
- B. \$ 69,971,382 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,463,500 to be derived from other local sources;
- E. \$ 4,494,025 to be derived from inter-fund transfers; and
- F. \$ 10,315 to be derived from fund balance.

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

**SECTION 4. BUDGETARY ACCOUNT BREAKOUT**

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2015-2016 are incorporated herein by reference and shall be part and parcel of this Ordinance.

**SECTION 5. OUTSTANDING BALANCE APPROPRIATION**

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

**SECTION 6. TRANSFERS VALIDATED**

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2016 are hereby approved.

**SECTION 7. EFFECTIVE DATE**

This Ordinance shall be effective July 1, 2015. Approved and adopted on third and final reading this \_\_\_\_\_<sup>th</sup> day of June, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: May 11, 2015  
Second Reading: May 26, 2015  
Public Hearings: May 11, 2015 and May 26, 2015  
Third and Final Reading:

Ordinance No. 2015

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE USE OF  
ALLJOY BEACH, BEAUFORT COUNTY SOUTH CAROLINA

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

**WHEREAS**, Beaufort County Council recognizes that public beaches, including Alljoy Beach, are for the use and enjoyment of the people: and

**WHEREAS**, Beaufort County has exercised dominion and control over the Alljoy Beach area by promulgating regulations regarding its use and by holding the property open for public use and enjoyment; and

**WHEREAS**, Beaufort County Council believes to best provide for the health, safety and welfare of its citizens, it is appropriate to amend Article III of the Beaufort County Code and to provide for additional terms to said Article under Section 90 – 66.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, that Article III, Section 90-66 of the Beaufort County Code shall be amended as follows:

Sec. 90-66 Alljoy Beach Definition, Rules & Regulations

- 1) *Alljoy Beach*. For the purposes of this section “Alljoy Beach” shall be defined as that area of land lying between the South Carolina Department of Transportation Right of Way for Alljoy Road and the waters of the May River. This property is further described as “Brighton Beach” in that certain deed from Thomas O. Lawton and C.E. Ulmer recorded in Book 54, Page 277 of the Beaufort County Register of Deeds Office and as shown on that certain plat recorded in Plat Book 3, Page 10.
- 2) *Alljoy Beach Hours of Access*. Beach access shall be permitted from 6:00 a.m. through 9:00 p.m. No other access shall be permitted except during these times without the express written permission of Beaufort County.
- 3) *Prohibitions*.

The following shall be prohibited within Alljoy Beach:

- a. *Vehicles*. Driving or operating a self-propelled motor vehicle of any kind or nature upon Alljoy Beach shall be unlawful, provided that county vehicles operated while cleaning or working on the beach and



county sheriff and emergency vehicles shall be exempt from the application of this subsection.

- b. *Parking.* Parking shall be limited to designated areas. Any vehicle not parked within a designated space may be subject to being towed at the owner's expense. There shall be no parking within Alljoy Beach outside of the 6:00 a.m. to 9:00 p.m. operating hours. Vehicles parked on private property without the owner's permission are subject to being towed per Article II, 70-26 *et. seq.*
- c. *Fires.* Burning of open fires shall be unlawful.
- d. *Fireworks.* Discharging of fireworks on Alljoy Beach shall be prohibited except by permit from the Beaufort County Sheriff's Office for planned fireworks displays. Such permits must be obtained 24 hours in advance of the planned fireworks display.
- e. *Overnight Camping.* Camping by persons on Alljoy Beach area shall be unlawful.
- f. *Littering.* Littering the Alljoy Beach with cans, bottles, paper, or other materials, trash, or debris shall be unlawful.
- g. *Animals.* All animals must be on a leash at all times. Pet owners are responsible for the collection and proper disposal of animal waste in receptacles provided.
- h. *Alcohol.* The consumption or possession of alcohol on Alljoy Beach shall be unlawful.
- i. *Illegal Substances.* The consumption, possession or use of illegal substances on Alljoy Beach shall be unlawful.
- j. *Soliciting.* Solicitation of services or other commercial activity on Alljoy Beach shall be unlawful.
- k. *Fishing.* Baiting or fishing at any time by persons from the Alljoy Beach shall be unlawful.
- l. *Trailers.* The use of trailers of any kind or nature upon Alljoy Beach shall be unlawful.
- m. *Firearms.* The possession of firearms or other weapons on Alljoy Beach is prohibited. All individuals properly permitted to carry firearms or otherwise in possession of a firearm must secure such weapon in a locked vehicle.

Any and all other previous actions of Beaufort County which are not consistent with these regulations are hereby superseded and replaced.

DONE, this \_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: May 11, 2015  
Second Reading: May 26, 2015  
Public Hearing:  
Third and Final Reading:

# ADD-ONS

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

Topic: Economic Development  
Date Submitted: June 8, 2015  
Submitted By: Stu Rodman  
Venue: County Council Meeting

# Economic Development

## No Product / No Development

**\$10M - Yemassee Industrial (CIP & County)**  
- Port Royal Port (Loan w/ Town)  
- Commerce Park (Partner w/ City)

<b>7</b>	<b>- Graves Research Park</b>	<b>7.0</b>
	<b>- Storm Water</b>	<b>.5</b>
	<b>- R&amp;C (\$5M Value)</b>	<b><u>4.0</u></b>
<hr/>		<b>11.5</b>

**50%** - Business License Fees, CIP Referendum, Grants,  
Commerce, Land Sales, Private Partners  
Public - Private Partnerships,

**50%** - County w/ ROI

**\$17M - Investment**

## NOB

**Primary Beneficiary of Economic Development**  
**65% of Future R&C Projects**

## SOB

**Economic Development is Optional**  
**77% of Taxes**  
**65% of Voters (75% of Actual Voters)**  
**(R&C, CIP, etc.)**

## Graves

**Best (perhaps only) Park Available**  
**Adverse Development Risk**  
**#1 R&C Priority - SOB Residents & Members**

Topic: Beaufort County Economic Development Corporation  
Date Submitted: June 8, 2015  
Submitted By: Stu Rodman  
Venue: County Council Meeting

# ***Beaufort County Economic Development Corp***

## **Schedule**

**2Q15 - Resolution**

**3Q15 - Interim Director:**

**Deal Flow      Director Search**

**- Executive Board (7 Members):**

**Municipalities (4) - Business or Elected**

**County (1)                      - Business or Elected**

**Board Selected (2) - Business**

**- Ordinance (HHI EDC Model)**

**4Q15 - Director (Deal Maker) & Executive Assistant**

**- Board of Advisors - 10 to 15 Members**

**1Q16 - Alliance Recommendation**

**- '17 Budget**

## **Objectives**

**• Formation & Recruitment (Jobs)**

**• County:**

**Deal Support (\$'s, tax relief, etc.)**

**Ordinances as Required**

**• Coordinating Role:**

**Business Opportunities**

**Commerce**

**Municipalities & County**

**Cooperative Marketing, Visits, etc.**

**• Publicly Funded - \$250K**

**70% (\$175K) - County (\$90K - '16)**

**30% (\$75K) - Municipalities (start '17)**

# ***Economic Development Product***

## **Industrial & Commerce**

### **Investment:**

**Inexpensive Land**

**Expensive Infrastructure**

### **Draw:**

**Quality of Life      Wage Structure**

**Military (Bases & Retirees)**

### **Yemassee & Commerce Parks:**

**Automotive & Light Manufacturing**

### **Port & US 21:**

**Aerospace & Military**

**Healthcare (BC Task Force)**

**Agriculture**

## **Research & High Tech**

### **Investment:**

**Expensive Land**

**Inexpensive Infrastructure**

### **Draw:**

**Quality of Life**

**Residents - Active / Retirees**

**Private Investment**

### **Bluffton:**

**Healthcare & High Tech (BC Task Force)**

### **HHI:**

**Headquarters & Healthcare (BC Task Force)**



# ***Economic Development Financial Engineering***

## **Operations**

- Director, Assistant, Expense, etc. - \$250K
- Contributions:
  - \$100 K - County for Unincorporated
    - 39 - Hilton Head Island
    - 13 - Bluffton
    - 12 - Beaufort
    - 11 - Port Royal
  - \$175 K (\$1 per Resident)
    - 75 - County
- County Appropriation:
  - \$ 90K - '16
  - \$175K - '17

## **\$17M Investment**

**(Debt Service =\$1.7M / Year)**

### **Funding Sources:**

- Business License Fees (=\$1.7M / Year)
- Public - Private Partnerships
- Grants
- Commerce Participation
- Private Partners
- CIP Referendum
- Sale of Parcels

### **County Underwrite:**

- BANs (Interest = \$150K = .1 Mills)
- GO Bonds (1 Mill Debt Service):
  - 1/3 Residents (4%) - \$4 / \$100K
  - 2/3 Others (6%) - \$6 / \$100K

Topic: Pepper Hall Plantation Entrance View  
Date Submitted: June 8, 2015  
Submitted By: Stu Rodman  
Venue: County Council Meeting



Stu Rodman  
June 8, 2015  
County Council Meeting

Topic: Pepper Hall Plantation Pasture / Open Space Plan  
Date Submitted: June 8, 2015  
Submitted By: Stu Rodman  
Venue: County Council Meeting



Preserved

Wetlands

+/- 789'

New Entry Road at Hampton Parkway

Existing Road

Graves Road

Pepper Hall Crosby Tract Preserved

Pepper Hall Graves Tract +/- 20 acres Horse Pastures

RLG Billboard Parcel

Faulkner Tract Commercial Zoning

+/- 1046'

To Hardeeville



Highway 278

To Bluffton/Hilton Head

Hampton Parkway



Toyota

Enmark

Pepper Hall Pasture/Open Space Plan  
April 29, 2015

Stu Rodman  
June 8, 2015  
County Council Meeting

Topic: County Council Rule to Recuse  
Date Submitted: June 8, 2015  
Submitted By: Cynthia Bensch  
Venue: County Council Meeting



Section 8-13-700(B) provides that a public official may not make, participate in making, or in any way attempt to use his position to influence a governmental decision in which he, a family member, an individual with whom he is associated, or a business with which he is associated has an economic interest. A child's in-law is not a family member and if that person or that person's business is before council, then you may take action on the matter and you are not required to recuse.

Cathy L. Hazelwood  
General Counsel & Deputy Director  
State Ethics Commission  
5000 Thurmond Mall, Suite 250  
Columbia, South Carolina 29201  
803-253-4192  
<https://ethics.sc.gov>

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**From:** Gary Bensch [mailto:[bensch@hargray.com](mailto:bensch@hargray.com)]  
**Sent:** Wednesday, September 18, 2013 4:59 PM  
**To:** Hazelwood, Cathy  
**Subject:** County Council Rule to Recuse

Cathy,

What is the Ethics Commissions policy for a County Council member to recuse or not recuse her/his self, if their son/daughter's In-Law has a matter before County Council.

Would you please give me a concise definition of family relations and/or business interest. I have heard several explanations that are not substantiated in writing, but I realize the Ethics Commission is the governing body for this matter.

Thank you for your time and attention to this matter,

Cynthia Bensch  
Beaufort County Council  
843-384-4225

Cynthia Bensch  
June 8, 2015  
County Council Meeting

9/19/2013

From: "Hazelwood, Cathy" <Cathy@ethics.sc.gov>  
To: "Gary Bensch" <bensch@hargray.com>  
Sent: Thursday, September 19, 2013 10:03 AM  
Subject: RE: County Council Rule to Recuse

*Copy to Myena to the Ethics Commission about recusing myself 9/18/13*

**Section 8-13-100 states in part:**

(3) 'Business' means a corporation, partnership, proprietorship, firm, an enterprise, a franchise, an association, organization, or a self-employed individual.

(4) 'Business with which he is associated' means a business of which the person or a member of his immediate family is a director, an officer, owner, employee, a compensated agent, or holder of stock worth one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class.

**Section 8-13-100(6) states:**

"Family member" means an individual who is:

- (a) the spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild; or
- (b) a member of the individual's immediate family.

**Section 8-13-700(B) states in part:**

(B) No public official, public member, or public employee may make, participate in making, or in any way attempt to use his office, membership, or employment to influence a governmental decision in which he, a family member, an individual with whom he is associated, or a business with which he is associated has an economic interest. A public official, public member, or public employee who, in the discharge of his official responsibilities, is required to take an action or make a decision which affects an economic interest of himself, a family member, an individual with whom he is associated, or a business with which he is associated shall

(1) prepare a written statement describing the matter requiring action or decisions and the nature of his potential conflict of interest with respect to the action or decision;

\* \* \*

(4) if he is a public official, other than a member of the General Assembly, he shall furnish a copy of the statement to the presiding officer of the governing body of any agency, commission, board, or of any county, municipality, or a political subdivision thereof, on which he serves, who shall cause the statement to be printed in the minutes and require that the member be excused from any votes, deliberations, and other actions on the matter on which the potential conflict of interest exists and shall cause the disqualification and the reasons for it to be noted in the minutes;



The State of Carolina State Ethics Commission Recusal Requirements

1. A Council member should provide written statement of the reason for a potential conflict of Interest to Council.

I do not have any conflict of interest as prescribed by the State Ethics Commission Section 8-13-700 (B). or by any other measure of my integrity or interest in this matter..

2. Publically disclose to Council any question about of a conflict of interest to the Council so the Chairman can have the State Ethics Commission rule on the issue.

Because of conflicting statements as to the law regarding a recusal I decided it was best to ask the State Ethics Commission, I did.

I contacted the State Ethics Commission September 18, 2013 and asked what the definition of business interest and family relations are according to the law. The written Response from the S.C. State Ethics Commission was, "a child's in-law is NOT a family member and if that person or that persons business is before Council, then you may take action on the matter and you are not required to recues". Public perception is not a reason to recuse.

3. County Chairman Summerville should have informed the public as to the State Ethics Commission decision. I provided Beaufort County Council/Chairman with a copy of the Ethics Commissions ruling on my inquiry on September 20, 2013. The Chairman has never informed the public that I had been cleared by the State Ethics Commission before I attended any meetings on this matter and that I provided the written Ethics Commission response to Council concerning what constitutes a conflict of Interest?

4. I am abstaining from voting today because of the slanderous/libel statements, that have been made concerning me in the media even though I have been out front with disclosure to Council of any potential conflict of interest with this matter. The Island Packet's continual INCORRECT information has caused public distrust and harassment to the point I cannot take action on this matter and fulfill my constituent's stated request and legal obligation as a County Council member. It sets a very dangerous precedent when the County chairman by his silence, allows the media to bully's a public official from performing the duties of their public elected office..

5. Point of Clarification: Consequences of a member's Recusal: CityEthics.org Attorney Robert Wechsler speaker for the League of Women Voters on the issue of Recusal in government "that recusal in a public body is equivalent to a negative/no Vote". Neither a recusal nor an abstention from voting have any effect on a vote but only an abstention is counted for a quorum vote.

I have found it necessary to delve into the facts of this re-zoning application which actually precedes my election(term) to determine accurate information, facts and the truth about this property's 2013 re-zoning application and the County's subsequent option to purchase because Chairman Sommerville has not provided either, to Council or the public.

Cynthia Bensch,

Beaufort County Council, District seat 7 Bluffton