

COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE
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STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

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WILLIAM L. MCBRIDE
GERALD W. STEWART
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LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, March 11, 2013

4:00 p.m.

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

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

1. CAUCUS - 4:00 P.M.
 - A. Executive Session - Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
 - B. Committee Reports ([backup](#))
 - C. Discussion is not limited to agenda items.
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION
6. PROCLAMATION
 - A. Disabilities Awareness Month – Ms. Gardenia Simmons-White, Board Member
7. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – February 25, 2013 ([backup](#))
 - B. Appointments to Boards and Commissions ([backup](#))
 - C. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
 - D. Receipt of Deputy County Administrator's Two Week Progress Report and Monthly Budget Summary ([backup](#))
8. PUBLIC COMMENT



9. REPORT / COUNCIL RETREAT: GOALS 2018 / POLICY AND MANAGEMENT AGENDAS 2013

Mr. D. Paul Sommerville, Chairman

10. COUNTY ADMINISTRATOR'S REPORT

Mr. Gary Kubic, County Administrator

A. The County Channel / Broadcast Update ([backup](#))

B. Status Report / Military Enhancement Committee Efforts
Colonel Jack Snyder and Mr. Jon Rembold

11. DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy, County Administrator

A. Construction Project Updates

Mr. Rob McFee, Division-Director Engineering and Infrastructure

1. One Cent Sales Tax Referendum Project:

A. U.S. Highway 278 Construction Project

B. S.C. Highway 170

C. Bluffton Parkway 5A

D. Bluffton Parkway 5B

2. Capital Improvement Project:

A. Courthouse Reskin Project

3. Regional Transportation Project:

A. Exit 3/Bluffton Parkway 6 and 7

B. Animal Control Update

Mr. Phillip Foot, Division-Director Public Safety

Ms. Tallulah Trice, Director, Animal Control

12. CONSENT AGENDA – ITEMS A THROUGH F

A. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,600,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of second reading approval to occur March 11, 2013

2. Public hearing – Monday, March 25, 2013, beginning at 6:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

3. First reading approval occurred February 25, 2013 / Vote 11:0

4. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1

- B. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of second reading approval to occur March 11, 2013
 2. Public hearing – Monday, March 25, 2013, beginning at 6:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 3. First reading approval occurred February 25, 2013 / 9:2
 4. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1
- C. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$37,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of second reading approval to occur March 11, 2013
 2. Public hearing – Monday, March 25, 2013, beginning at 6:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 3. First reading approval occurred February 25, 2013 / 11:0
 4. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1
- D. CONSIDERATION OF A REQUEST BY BEAUFORT/JASPER WATER AND SEWER AUTHORITY TO GRANT AN ENCROACHMENT PERMIT OVER THE SPANISH MOSS TRAIL TO PARKER’S CONVENIENCE STORE NEAR THE INTERSECTION OF U.S. HIGHWAY 21 AND PARRIS ISLAND ([backup](#))
1. Consideration of second reading approval to occur March 11, 2013
 2. Public hearing – Monday, March 25, 2013, beginning at 6:00 p.m. in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island
 3. First reading, by title only, approval occurred February 25, 2013 / 11:0
 4. Public Facilities Committee discussion and recommendation to approve occurred February 22, 2013 / Vote 10:0

- E. ST. HELENA ISLAND ZONING MAP AMENDMENT FOR R300-018-000-0290-0000 (6.55 ACRES, A PORTION OF 74.72 ACRES; SOUTH OF SEASIDE ROAD) FROM RESOURCE CONSERVATION (RC) TO RURAL (R) ([backup](#))
 - 1. Consideration of first reading approval to occur March 11, 2013
 - 2. Natural Resources Committee discussion and recommendation to approve occurred March 4, 2013 / Vote 6:0
- F. TEXT AMENDMENT TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, APPENDIX I. LADY'S ISLAND COMMUNITY PRESERVATION AREA, DIVISION 2., LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT, SECTION 2.5B., LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS; DIVISION 3., NEIGHBORHOOD ACTIVITY CENTER, SECTION 3.5, LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS; AND DIVISION 5, VILLAGE CENTER, SECTION 5.5, LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS, TO INCREASE THE MAXIMUM SIZE OF CONVENIENCE STORES IN THESE DISTRICTS FROM 2,500 TO 4,000 SQUARE FEET ([backup](#))
 - 1. Consideration of first reading approval to occur March 11, 2013
 - 2. Natural Resources Committee discussion and recommendation to approve occurred March 4, 2013 / Vote 6:0

13. PUBLIC HEARINGS – A THROUGH C

- A. TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, TABLE 106-1098 GENERAL USE TABLE AND SECTION 106-1292(3) VEHICULAR SALES, RENTAL AND SERVICES (TO ALLOW BOAT SALES IN COMMERCIAL SUBURBAN DISTRICTS WITH CERTAIN REQUIREMENTS) ([backup](#))
 - 1. Consideration of third and final reading approval to occur March 11, 2013
 - 2. Second reading approval occurred February 25, 2013 / Vote 11:0
 - 3. First reading approval occurred February 11, 2013 / Vote 11:0
 - 4. Natural Resources Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0
- B. AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY ([backup](#))
 - 1. Consideration of third and final reading approval to occur March 11, 2013
 - 2. Second reading approval occurred February 25, 2013 / Vote 11:0
 - 3. First reading approval occurred February 11, 2013 / Vote 11:0
 - 4. Governmental Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0

C. AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY'S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO ([backup](#))

1. Consideration of third and final reading to occur March 11, 2013
2. Public hearing and second reading approval occurred February 25, 2013 / Vote 11:0
3. First reading approval occurred February 11, 2013 / Vote 11:0
4. Governmental Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0

14. PUBLIC COMMENT

15. ADJOURNMENT

**Committee Reports
March 11, 2013**

A. COMMITTEES REPORTING

1. Finance

① Airports Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.25.13	Derek Gilbert	Beaufort Chamber of Commerce	Reappoint	10 of 11 (3 rd term)
02.25.13	Richard Sells	Town of Hilton Head Island	Reappoint	8 of 11 (2 nd term)
02.25.13	Will Dopp	Close proximity to Hilton Head island Airport	Reappoint	10 of 11 (3 rd term)
02.25.13	Ronald Smetek	Close proximity to Hilton Head Island Airport	Reappoint	8 of 11 (2 nd term)
02.25.13	Joseph Mazzei	Active pilot and aircraft owner based on Hilton Head Island Airport	Reappoint	10 of 11 (3 rd term)
02.25.13	Norman Kerr	Active or recently retire commercial airline pilot	Reappoint	10 of 11 (3 rd term)
02.25.13	Richard Wirth *	Qualifications	Reappoint	10 of 11 (3 rd term)
02.25.13	Alfred Spain *	Qualifications	Appoint	6 of 11 (1 st term)

*** There are two candidates for one seat.**

2. Natural Resources

① Minutes provided from the [March 4](#) meeting. See main agenda items 12E and 12F.

② Northern Corridor Review Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.11.13	John Brock	Landscape Architect	Reappoint	8 of 11 (2 nd term)

③ Southern Corridor Review Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	John Brock	Landscape Architect (Mr. Brock is moving from Northern CRB, where he held the design professional position, to Southern CRB to fill the landscape architect position)	Appoint	6 of 11 (1 st term)
03.11.13	Joseph Hall	Town of Hilton Head	Reappoint	10/11 (3 rd term)
03.11.13	Pearce Scott	Town of Bluffton	Reappoint	8 of 11 (2 nd term)

④ Rural and Critical Lands Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.11.13	Bob Bender	Council District 4	Appoint	6 of 11 (1 st term)

B. COMMITTEE MEETINGS

1. Community Services

William McBride, Chairman

Tabor Vaux, Vice Chairman

➔ Next Meeting – March 25 at 2:00 p.m., Hilton Head Island Branch Library

2. Executive

Paul Sommerville, Chairman

➔ Next Meeting – April 8 at 1:00 p.m., ECR

3. Finance

Stu Rodman, Chairman

Rick Caporale, Vice Chairman

➔ Next Meeting – Monday, March 18 at 2:00 p.m., BIV#2

➔ Next Meeting – April 8 at 2:00 p.m., ECR

4. Governmental

Jerry Stewart, Chairman

Laura Von Harten, Vice Chairman

➔ Next Meeting – Monday, April 1 at 4:00 p.m., ECR

5. Natural Resources

Brian Flewelling, Chairman

Cynthia Bensch, Vice Chairman

➔ Next Meeting – Monday, April 1 at 2:00 p.m., ECR

6. Public Facilities

Gerald Dawson, Chairman

Steven Baer, Vice Chairman

➔ Next Meeting – Friday, March 18 at 4:00 p.m., BIV#2

7. Transportation Advisory Group

Paul Sommerville, Chairman

➔ Next Meeting – To be announced.

NATURAL RESOURCES COMMITTEE

March 4, 2013

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

The Natural Resources Committee met on Monday March 4, 2013 at 2:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch, and members Gerald Dawson, William McBride, Laura Von Harten and Tabor Vaux present. Member Jerry Stewart absent.

County Staff: Tony Criscitiello, Division Director – Planning and Development; Bryan Hill, Deputy Administrator; Collin Kinton, Engineering; and Gary Kubic, County Administrator.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Public: Bennett McNeal and David Gasque.

Mr. Flewelling chaired the meeting.

ACTION ITEMS

- 1. St. Helena Island Zoning Map Amendment / Rezoning Request For R300-018-000-0290-0000 (6.55 Acres, A Portion Of 74.72 Acres; South Of Seaside Road) From Resource Conservation (RC) To Rural (R); Owner: MCFE LLP, Applicant: J. Bennett McNeal, Agent: David Gasque**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Division Director – Planning and Development, reviewed this item with the Committee. This property is split-zoned between Rural (approximately 68.17 acres) and Resource Conservation (approximately 6.49 acres). The applicant would like to rezone the RC portion of the property to Rural because it is connected to the rest of the parcel via a causeway.

Motion: It was moved by Ms. Von Harten, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend Council approve on first reading a St. Helena Island Zoning Map Amendment / Rezoning Request for 6.55 acres, the island portion of the 74.72 acres of R300-018-000-0290-0000 that is south of Seaside Road, from Resource Conservation (RC) zoning to Rural (R) zoning. The vote was: YEAS – Mrs. Bensch, Mr.

Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading a St. Helena Island Zoning Map Amendment / Rezoning Request for 6.55 acres, the island portion of the 74.72 acres of R300-018-000-0290-0000 that is south of Seaside Road, from Resource Conservation (RC) zoning to Rural (R) zoning.

2. **Text Amendment To The Beaufort County Zoning And Development Standards Ordinance/ZDSO, Amendment To Appendix I. Lady’s Island Community Preservation Area, Division 2., Lady’s Island Expanded Home Business District, Section 2.5b., Limited And Special Use Standards For Gas-Convenience Marts; Division 3., Neighborhood Activity Center, Section 3.5, Limited And Special Use Standards For Gas-Convenience Marts; And Division 5, Village Center, Section 5.5, Limited And Special Use Standards For Gas-Convenience Marts, To Increase The Maximum Size Of Convenience Centers In These Districts From 2,500 To 4,000 Square Fee**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Tony Criscitiello, Division Director – Planning and Development, reviewed this item with the Committee. The proposed amendments would increase the maximum floor area of a gas-convenience store in these districts from 2,500 square feet to 4,000 square feet

Motion: It was moved by Ms. Von Harten, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend County Council approve the Text Amendments to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Appendix I. Lady’s Island Community Preservation Area that are to increase the maximum size of convenience centers in the following zoning districts from 2,500 to 4,000 square feet: Division 2., Lady’s Island Expanded Home Business District, Section 2.5B., Limited and Special Use Standards for Gas-Convenience Marts; Division 3., Neighborhood Activity Center, Section 3.5, Limited and Special Use Standards for Gas-Convenience Marts; and Division 5, Village Center, Section 5.5, Limited and Special Use Standards for Gas-Convenience Marts. The vote was: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: County Council approve the Text Amendments to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Appendix I. Lady’s Island Community Preservation Area that are to increase the maximum size of convenience centers in the following zoning districts from 2,500 to 4,000 square feet: Division 2., Lady’s Island Expanded Home Business District, Section 2.5B., Limited and Special Use Standards for Gas-Convenience Marts; Division 3., Neighborhood Activity Center, Section 3.5, Limited and Special Use Standards for Gas-Convenience Marts; and Division 5, Village Center, Section 5.5, Limited and Special Use Standards for Gas-Convenience Marts.

3. Consideration of Reappointments and Appointments

- **Northern Corridor Review Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

It was moved by Mrs. Bensch, that Natural Resources Committee nominate Michael Brock, representing Landscape Architect, for appointment to the Northern Corridor Review Board. The vote was: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Committee nominate Michael Brock, representing Landscape Architect, for appointment to serve as a member of the Northern Corridor Review Board.

4. Consideration of Reappointments and Appointments

- **Rural and Critical Lands Preservation Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

It was moved by Ms. Laura Von Harten, that Natural Resources Committee nominate Bob Bender, representing District 4, for appointment to the Rural and Critical Lands Preservation Board. The vote was: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed.

Recommendation: Council nominate Bob Bender, representing District 4, for appointment to the Rural and Critical Lands Preservation Board.

5. Consideration of Reappointments and Appointments

- **Southern Corridor Review Board**

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

It was moved by Mr. Dawson, seconded by Mr. McBride, that Natural Resources Committee nominate Joseph K. Hall, Town of Hilton Head Island representative, for reappointment to the Southern Corridor Review Board. The vote was: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart. The motion passed. (This is subject to receiving confirmation from the Town of Hilton Head Island recommending reappointment)

It was moved by Mr. Vaux, seconded by Ms. Von Harten, that Natural Resources Committee nominate Pearce Scott, Town of Bluffton architect, for reappointment to the Southern Corridor Review Board. The vote was: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr.

McBride, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. Stewart The motion passed. (This is subject to receiving confirmation from the Town of Bluffton recommending reappointment)

Recommendation: Council nominate Joseph K. Hall, Town of Hilton Head Island representative, and Pearce Scott, Town of Bluffton architect, for reappointment to the Southern Corridor Review Board.

INFORMATION ITEM

6. Off Agenda Discussion

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: The Committee briefly discussed various items that were off agenda. These included the next meeting date and time of the Development Review Team, the Water Quality Office, and the process of a stormwater utility replacement.

Status: Information item only.

Official Proceedings
County Council of Beaufort County
February 25, 2013

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 25, 2013 in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

ATTENDANCE

Chairman Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Steven Baer, Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

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

INVOCATION

The Chairman gave the Invocation

DISCUSSION ITEMS

Topics discussed during caucus included: (i) removing from the consent agenda voting on the nominations to the Beaufort/Jasper Water and Sewer Authority, Planning Commission and Southern Corridor Review Board, (ii) removing from the consent agenda item P, consideration of the encroachment required of the Parker's Convenience Store and consider the issue as a first reading, by title only; (iii) removing from the consent agenda item G, \$25,000,000 issuance and sale of general obligation bond for Rural and Critical Lands. (viii) removing from the consent agenda items J and K, Bluffton Parkway Phase 5A Segment 2, Roadway and Bridge Construction, construction Management and Inspection Services. (x) considering expanding the duties of the Southern Beaufort County Corridor Beautification Board to include northern Beaufort County, (xii) receiving a briefing on an application to SCDOT for a ferry grant in the amount of \$50,000 to assist with ferry service to and from Daufuskie Island, (vi) a request from the Chairman to Council and Staff to restrict comments to new information rather than repeat/review what was said at the February 22, 2013 meeting of Public Facilities Committee; (vii) a status of \$19,575 per month term for ten years, sole source purchase for Fiber Installation Services and Support with Hargray, Inc. for Beaufort County's E911 Infrastructure; (xi) a status of Flow Control legislation; (vix) a meeting of Joint Review Committee of the Community Development Code on February 27 at 3:00 p.m. and (iii) H.3237, Mandatory School Resource

Officers, requires every school district to request a school resource officer for every school in the state. The county or municipality where the school is located must provide an officer for each school. H.3237 provides no funding source for this mandate and provides that the provisions of the bill must be satisfied within seven days of its passage. Not only does the bill represent up to an \$80 million.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council go immediately into executive session for the purpose of receiving information 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 was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

EXECUTIVE SESSION

RECONVENE OF REGULAR SESSION

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 25, 2013 in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

ATTENDANCE

Chairman Paul Sommerville, Vice Chairman Stu Rodman and Councilmen Steven Baer, Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, William McBride, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

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

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

REVIEW OF PROCEEDINGS OF THE REGULAR MEETING HELD FEBRUARY 11, 2013

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held February 11, 2013. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Finance Committee

This item comes before Council under the Administrative Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

Mr. Rodman, as Finance Committee Chairman, nominated Joseph Mazzei, Will Dopp, Derek Gilbert, Norman Kerr, Richard Sells and Ronald Smetek for reappointment as well as Alfred Spain for appointment to serve as members of the Airports Board.

Mr. Caporale and Mrs. Bensch nominated Richard Wirth for reappointment to serve as a member of the Airports Board.

Governmental Committee

This item comes before Council under the Administrative Consent Agenda. Discussion occurred at the February 4, 2013 meeting of the Governmental Committee.

Bluffton Township Fire District Board

Ed Olsen

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Ed Olsen to serve a four-year term as a member of the Bluffton Township Fire District Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Robert Rogers

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Robert Rogers to serve a four-year term as a member of the Bluffton Township Fire District Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Burton Fire District Commission

Gary Bright

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Gary Bright to serve a four-year term as a member of the Burton Fire District Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Herbert Burnes

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Herbert Burnes to serve a four-year term as a member of the Burton Fire District Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Cecil Lanier

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Cecil Lanier to serve a four-year term as a member of the Burton Fire District Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Sheldon Fire District Board

Wayne Blankenship

It was moved by Ms. Von Harten, seconded by Flewelling, that Council reappoint Wayne Blankenship to serve a four-year term as a member of the Sheldon Fire District Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Donnie Phillips

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Donnie Phillips to serve a four-year term as a member of the Sheldon Fire District Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Natural Resources Committee

This item comes before Council under the Administrative Consent Agenda. Discussion occurred at the February 4, 2013 meeting of the Natural Resources Committee.

Beaufort/Jasper Water and Sewer Authority

James O'Neal

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint James O'Neal to serve a four-year term as a member of the Beaufort/Jasper Water and Sewer Authority. The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr.

Sommerville, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch, Mr. Caporale and Mr. Stewart. Mr. O’Neal failed to garner the ten votes required to reappoint. The motion failed.

Donald Manson

It was moved by Mr. Stewart, seconded by Mrs. Bensch, that Council appoint Donald Manson to serve a four-year term as a member of the Beaufort/Jasper Water and Sewer Authority. The vote was: YEAS – Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mr. Dawson, Mr. Flewelling and Mr. Vaux. Mr. Mason garnered the six votes required to appoint. The motion passed.

Historic Preservation Review Board

Beekman Webb

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Beekman Webb, representing Lady’s Island, to serve a four-year term as a member of the Historic Preservation Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Natalie Hefter

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Natalie Hefter, representing southern Beaufort County, to serve a four-year term as a member of the Historic Preservation Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Michelle Knoll

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Michelle Knoll, representing Port Royal Island, to serve a four-year term as a member of the Historic Preservation Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Maureen Richards

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint Maureen Richards, representing Bluffton Historic Preservation organization, to serve a four-year term as a member of the Historic Preservation Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Northern Corridor Review Board

Brian Coffman

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Brian Coffman, representing architect, to serve a four-year term as a member of the Northern Corridor Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Bradley Bowder

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Bradley Bowder, representing resident of respective area served, to serve a four-year term as a member of the Northern Corridor Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Kenneth Dixon

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Kenneth Dixon, representing resident of respective area served, to serve a four-year term as a member of the Northern Corridor Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Peter Brower

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Peter Brower, representing design professional, to serve a four-year term as a member of the Northern Corridor Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Southern Corridor Review Board

James Atkins

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint James Atkins, representing architect, to serve a four-year term as a member of the Southern Corridor Review Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Council agreed to postpone voting on John Brock and Kenneth Skodacek to allow staff an opportunity to determine if Mr. Skodack is an architect.

Planning Commission

Charles Brown

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Charles Brown, representing Comprehensive Plan Planning Area – Sheldon Township, to serve a four-year term as a member of the Planning Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Ronald Petit

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Ronald Petit, representing Comprehensive Plan Planning Area – Port Royal Island, to serve a four-year term as a member of the Planning Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Jennifer Bihl

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint Jennifer Bihl, representing Comprehensive Plan Planning Area – Lady’s Island, to serve a four-year term as a member of the Planning Commission. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Kenneth Skodacek

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint Kenneth Skodacek, representing at-large, to serve a four-year term as a member of the Planning Commission. The vote was: YEAS - Mrs. Bensch and Mr. Caporale. NAYS - Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Skodacek failed to garner the six votes required to appoint. The motion failed.

Randolph Stewart

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint Randolph Stewart, representing at-large, to serve a four-year term as a member of the Planning Commission. The vote was: YEAS - Mr. Baer, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS - Mrs. Bensch and Mr. Caporale. Mr. Stewart garnered the six votes required to appoint. The motion passed.

Rural and Critical Lands Preservation Review Board

Janice Johnson

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Janice Johnson, representing Council District 1, to serve a four-year term as a member of the Rural and Critical Lands Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

York Glover

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint York Glover, representing Council District 3, to serve a four-year term as a member of the Rural and Critical Lands Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Norma Stewart

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint Norma Stewart, representing Council District 6, to serve a four-year term as a member of the Rural and Critical Lands Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

James Livingston

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council appoint James Livingston, representing Council District 7, to serve a four-year term as a member of the Rural and Critical Lands Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Stormwater Management Utility Board

William Bruggeman

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint William Bruggeman, representing at large, to serve a four-year term as a member of the Stormwater Management Utility Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Donald Cammerata

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Donald Cammerata, representing Stormwater District 9, to serve a four-year term as a member of the Stormwater Management Utility Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

James Fargher

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint James Fargher, representing Stormwater District 8, to serve a four-year term as a member of the Stormwater Management Utility Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Zoning Board of Appeals

Thomas Gasparini

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Thomas Gasparini, representing southern Beaufort County, to serve a four-year term as a member of the Zoning Board of Appeals. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Kevin Mack

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council reappoint Kevin Mack, representing St. Helena Island, to serve a four-year term as a member of the Zoning Board of Appeals. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. 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 February 11, 2013 through February 25, 2013.

Deputy County Administrator Two-Week Progress Report and Monthly Budget Summary

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from February 11, 2013 through February 25, 2013. Mr. Hill also submitted the actual year-to-date comparison for the period ending January 31, 2013 as well as snapshots of revenues and expenses to date.

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

PUBLIC COMMENT

The Chairman recognized Mr. Tom Hatfield, a resident of Hilton Head Island, who opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Tom Gardo, a resident of Hilton Head Island and representing citizens Against the Hilton Head Flyovers, opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Walter Nestor, legal counsel for Tanger Outlet Centers, Inc., supports the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Frank Morris, a resident of Hilton Head Island, opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Barry Neeff, a resident of Hilton Head Island, supports the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Philip Perkins, a resident of Hilton Head Island, opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Peter Ovens, a resident of Hilton Head Island, supports the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Bill Harkins, a member of the Hilton Head Island Town Council, opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Lee Edwards, a member of the Hilton Head Island Town Council, opposes the Bluffton Parkway flyover of U.S. Highway 278.

Mr. Jeff Norkus, a resident of Hilton Head Island, opposes the Bluffton Parkway flyover of U.S. Highway 278.

University of South Carolina-Beaufort Chancellor Jane Upshaw, representing the Hilton Head Island-Bluffton Chamber of Commerce Board of Directors, supports the Bluffton Parkway flyover of U.S. Highway 278.

Ms. Deborah Ferreira Friedenfeld, a Bluffton resident, said if Council approves the Bluffton Parkway flyover of U.S. Highway 278, please complete Bluffton Parkway 5B simultaneously.

Mr. Henry Sanders, a resident of Hilton Head Island, supports the Bluffton Parkway flyover of U.S. Highway 278.

Mrs. Karen Heitman, a resident of Bluffton and representing Greater Bluffton Parkways Sun City Cyclers, said when Council considers the Bluffton Parkway flyover of U.S. Highway 278 to connect the two pathway systems – Greater Bluffton Pathways and East Coast Greenway Project. A driveway, at the proposed Parker's Convenience Store site on US Highway 21 and Parris Island Gateway, would cause some major safety issues to cyclist and pedestrians using the Spanish Moss Rail Trail. Please do not allow this encroachment to happen.

Mayor Drew Laughlin, Town of Hilton Head Island, is speaking as a citizen and his opinions and views are his own. He is not speaking on behalf of Hilton Head Island Town Council. He supports the Bluffton Parkway flyover of U.S. Highway 278.

COUNTY ADMINISTRATOR'S REPORT

The County Channel / Broadcast Update

Mr. Gary Kubic, County Administrator, said The County Channel has all programs, events and meetings available to watch online, on-demand at www.bcgov.net. The Broadcast Channel was on hand to televise the men and women of Disabilities and Special Needs strut-their-stuff for a special Valentine's Day Fashion Show. The event took place Saturday, February 16. There were five categories for the show: Casual, Sportswear, Business Attire, Sunday Best, and Formalwear. This was a great opportunity for family, friends and neighbors to come out and see these individuals have fun and put on a great show.

Resolution – Daufuskie Island Ferry Grant

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council adopt a resolution agreeing to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of \$50,000 for ferry service to and from Daufuskie Island. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

DEPUTY COUNTY ADMINISTRATOR’S REPORT

FY 2014 Budget Schedule

Mr. Bryan Hill, Deputy County Administrator, circulated copies of the FY 2014 budget schedule.

TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, TABLE 106-1098 GENERAL USE TABLE AND SECTION 106-1292(3) VEHICULAR SALES, RENTAL AND SERVICES (TO ALLOW BOAT SALES IN COMMERCIAL SUBURBAN DISTRICTS WITH CERTAIN REQUIREMENTS)

This item comes before Council under the Consent Agenda. Discussion occurred at the February 4, 2013 meeting of the Natural Resources Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve on second reading text amendments to the Beaufort County Zoning and Development Standards Ordinance/ZDSO, Article V, Table 106-1098 General Use Table and Section 106-1292(3) vehicular sales, rental and services (to allow boat sales in commercial suburban districts with certain requirements). The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

The Chairman announced the public hearing would occur Monday, March 11, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY

This item comes before Council under the Consent Agenda. Discussion occurred at the February 4, 2013 meeting of the Governmental Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve on second reading an ordinance to create the Southern Beaufort County Corridor Beautification Board to assist and advise Beaufort County Council in design, implementation, fundraising and promotion of corridor beautification along high volume traffic corridors in the southern areas of Beaufort County. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

The Chairman announced the public hearing would occur Monday, March 11, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

SOLE SOURCE PURCHASE FOR THE MUNIS PERMITS AND BUILDING CODE ENFORCEMENT MODULE TO BE UTILIZED IN BEAUFORT COUNTY'S COMMUNITY DEVELOPMENT OFFICE

This item comes before Council under the Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve the purchase of the Permits and Code Enforcement Module from Munis – Tyler Technologies in the amount of \$75,365. Funding is from 2005 General Obligation Bonds, account 4004011-54113. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

CONTRACT TO PURCHASE A PUBLIC HEALTH INSECTICIDE FROM ADAPCO, INC. FOR MOSQUITO CONTROL DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve the purchase of public health insecticide from ADAPCO, Inc., in the amount of \$58,946.90. The funding source is FourStar Briquets, account 43190-52320, Public Health Products. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

CONTRACT TO PURCHASE ONE 2013 FORD F-550 CREW CAB TRUCK FOR THE COUNTY'S EMS DEPARTMENT FROM THE SOUTH CAROLINA STATE CONTRACT

This item comes before Council under the Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve the purchase of one new 2013 Ford Super Duty Truck, with utility, from State Contract Vendor Dick Smith Ford, Columbia, S.C., in the amount of \$58,603 to enhance response capabilities of the Lowcountry Regional Medical Assistance Team (RMAT). Funding will come from account 27140011-54000, Vehicle Purchases, Department of Homeland Security Grant for the Regional Medical Assistance Team. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr.

Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,600,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

This item comes before Council under the Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve on first reading an ordinance authorizing the issuance and sale of General Obligation Bonds, Series 2013A, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$7,600,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$37,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

This item comes before Council under the Consent Agenda. Discussion occurred at the February 18, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve on first reading an ordinance authorizing the issuance and sale of general Obligation Refunding Bonds, Series 2013C, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$37,500,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the

proceeds thereof; and other matters relating thereto. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

RESOLUTION AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO PARTICIPATE IN THE SOUTH CAROLINA DEFERRED COMPENSATION PROGRAM

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council adopt a resolution authorizing the Bluffton Township Fire District to participate in the South Carolina Deferred Compensation Program. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

EMERGENCY PURCHASE CHANGE ORDER FOR THE BEAUFORT COUNTY DETENTION CENTER'S GYMNASIUM RESTROOM FACILITIES

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve an emergency purchase change order in the amount of \$51,368.66 for the Detention Center's gymnasium restroom facilities. The total increase of the change order is \$4,950.23. The contractor is Patterson Construction, Beaufort, South Carolina. Funding is from account 4007001-54421 (2009 Bonds-Renovations-Detention Center). The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

DISABILITIES AND SPECIAL NEEDS DEPARTMENT FACILITY SECURITY SYSTEM IMPROVEMENTS

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council award a contract to CSI Technology Outfitters, Easley, South Carolina in the amount of \$171,040.13 for security system installation at the Disabilities and Special Needs facility. Funding is from Disabilities and Special Needs Department CIP, account 400550011-54460. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

LAW ENFORCEMENT CENTER SECURITY SYSTEM IMPROVEMENTS

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council award a contract to CSI Technology Outfitters, Easley, South Carolina in the amount of \$116,263.75 for the Law Enforcement Center security system installation. Funding is from Disabilities and Special Needs Department CIP, account 400550011-54460. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

BEAUFORT COUNTY DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT OF WAY OR EASEMENT DOCUMENTATION – HALIFAX DRIVE, ST. HELENA ISLAND

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council authorize proceeding with condemnation of the remaining required right-of-way or easement documentation for Halifax Drive, St. Helena Island. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PRIORITIZATION OF NEEDS ASSESSMENT

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council approve the Community Development Block Grant 2013 Needs Assessment priority rankings as follows: (i) multiple neighborhood improvements, (ii) water, sewer, and/or drainage improvements, (iii) infrastructure to support new and existing business, and (iv) improvement to public facilities. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

SUPPORTING BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD REQUEST TO THE SOUTH CAROLINA LEGISLATURE (via Local Delegation) TO MODIFY THE MODEL OF SERVICE COORDINATION TO INCLUDE ESSENTIAL QUALITY OF LIFE NEEDS THAT WILL MORE EFFECTIVELY HELP CONSUMERS COPE WITH LIFE'S BASIC FUNCTIONS; PROVIDE FOR THEIR HEALTH AND SAFETY; ENHANCE THEIR POTENTIAL FOR INDEPENDENCE, PRODUCTIVITY, CONTRIBUTION AND INTEGRATION

It was moved by Mr. Rodman, seconded by Mrs. Bensch, that Council adopt a resolution encouraging the State Legislature (via local Legislative Delegation) to address the extension of waivers to allow SC-DDSN to include these needed services as a revision to existing Medicaid waivers; adopt the expanded duties of support coordination service providers to be included as part of Targeted Case Management; and commit to supporting short term funding to maintain support coordination services to 40 caseloads per service coordinator. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

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

It was moved by Mr. Rodman, as Finance Committee Chairman (no second required), that Council authorize the issuance and sale of General Obligation Bonds, Series 2013B, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$25,000,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. The vote was: YEAS - Mr. Baer, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch and Mr. Caporale. The motion passed.

BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY AND BRIDGE CONSTRUCTION

It was moved by Mr. Baer, seconded by Mr. Caporale, that Council award a contract to R.R. Dawson Bridge Company, Lexington, Kentucky in the amount of \$36,665,629.96 for construction of the Bluffton Parkway Phase 5A Segment 2 Roadway and Bridges. The funding source is the 1% sales tax referendum and \$15,000,000 from the 2012 Federal Highway Match administrated by SCDOT. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch and Mr. Rodman. The motion passed.

BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY AND BRIDGE CONSTRUCTION MANAGEMENT AND CONSTRUCTION ENGINEERING INSPECTION SERVICES

It was moved by Mr. Baer, seconded by Mr. Caporale, that Council award a contract to F&ME Consultants, Columbia, South Carolina to provide construction management and construction engineering inspection services for Bluffton Parkway 5A Segment 2 roadway and bridge construction in the amount of \$3,886,934.16. The funding source is Beaufort County 1% sales tax referendum, account 33401-54500 Bluffton Parkway Phase 5. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch and Mr. Rodman. The motion passed.

CONSIDERATION OF A REQUEST BY BEAUFORT/JASPER WATER AND SEWER AUTHORITY TO GRANT AN ENCROACHMENT PERMIT OVER THE SPANISH MOSS TRAIL TO PARKER’S CONVENIENCE STORE NEAR THE INTERSECTION OF U.S. HIGHWAY 21 AND PARRIS ISLAND

It was moved by Mr. Dawson, as Public Facilities Committee Chairman (no second required), that Council approve on first reading, by title only, a request by Beaufort/Jasper Water and Sewer Authority to grant an encroachment permit over the Spanish Moss Trail to Parker’s Convenience Store near the intersection of U.S. Highway 21 and Parris Island Gateway. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr.

McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC HEARINGS

ORDINANCE FINDING THAT THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$6,000,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION

The Chairman opened a public hearing beginning at 6:21 p.m. for the purpose of receiving information from the public regarding an ordinance finding that the Lady’s Island-St. Helena Island Fire District, South Carolina, may issue not exceeding \$6,000,000 of general obligation bonds and to provide for the publication of notice of the said finding and authorization. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:22 p.m.

It was moved by Mr. Stewart, as Governmental Committee Chairman (no second required), that Council approve on third and final reading an ordinance finding that the Lady’s Island-St. Helena Island Fire District, South Carolina, may issue not exceeding \$6,000,000 of general obligation bonds and to provide for the publication of notice of the said finding and authorization. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO

The Chairman opened a public hearing beginning at 6:23 p.m. for the purpose of receiving information from the public regarding an ordinance providing for the clarification and confirmation of the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina, the publication of notice of the said finding and action, and other matters relating thereto. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:24 p.m.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve on second reading an ordinance providing for the clarification and confirmation of the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina, the publication of notice of the said finding and action, and other matters relating thereto. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC COMMENT

There were no requests to speak during public comment.

RESULTS OF EXECUTIVE SESSION

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council authorize the purchase of Garvey Hall in fee simple, an 82 acres piece of land in the New River Headwater, from Woodall Holdings, LLLP. The cost of this purchase is \$1,143,000. The property represents a buffer to the New River and is situated on the Jasper County line and adjacent to existing development at the S.C. Highway 46 and 170 intersections. It is an excellent location for a public passive park, with New River access and close proximity to New River boat landing. The property entrance is directly across from the Linear Trail, extending recreational opportunities from trail to river. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Caporale. The motion passed.

ADJOURNMENT

Council adjourned at 7:36 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

**Committee Reports
March 11, 2013**

A. COMMITTEES REPORTING

1. Finance

① Airports Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.25.13	Derek Gilbert	Beaufort Chamber of Commerce	Reappoint	10 of 11 (3 rd term)
02.25.13	Richard Sells	Town of Hilton Head Island	Reappoint	8 of 11 (2 nd term)
02.25.13	Will Dopp	Close proximity to Hilton Head island Airport	Reappoint	10 of 11 (3 rd term)
02.25.13	Ronald Smetek	Close proximity to Hilton Head Island Airport	Reappoint	8 of 11 (2 nd term)
02.25.13	Joseph Mazzei	Active pilot and aircraft owner based on Hilton Head Island Airport	Reappoint	10 of 11 (3 rd term)
02.25.13	Norman Kerr	Active or recently retire commercial airline pilot	Reappoint	10 of 11 (3 rd term)
02.25.13	Richard Wirth *	Qualifications	Reappoint	10 of 11 (3 rd term)
02.25.13	Alfred Spain *	Qualifications	Appoint	6 of 11 (1 st term)

*** There are two candidates for one seat.**

2. Natural Resources

① Minutes provided from the [March 4](#) meeting. See main agenda items 12E and 12F.

② Northern Corridor Review Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.11.13	John Brock	Landscape Architect	Reappoint	8 of 11 (2 nd term)

③ Southern Corridor Review Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	John Brock	Landscape Architect (Mr. Brock is moving from Northern CRB, where he held the design professional position, to Southern CRB to fill the landscape architect position)	Appoint	6 of 11 (1 st term)
03.11.13	Joseph Hall	Town of Hilton Head	Reappoint	10/11 (3 rd term)
03.11.13	Pearce Scott	Town of Bluffton	Reappoint	8 of 11 (2 nd term)

④ Rural and Critical Lands Board

<i>Nominate</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
03.11.13	Bob Bender	Council District 4	Appoint	6 of 11 (1 st term)

B. COMMITTEE MEETINGS

1. Community Services

William McBride, Chairman

Tabor Vaux, Vice Chairman

➔ Next Meeting – March 25 at 2:00 p.m., Hilton Head Island Branch Library

2. Executive

Paul Sommerville, Chairman

➔ Next Meeting – April 8 at 1:00 p.m., ECR

3. Finance

Stu Rodman, Chairman

Rick Caporale, Vice Chairman

➔ Next Meeting – Monday, March 18 at 2:00 p.m., BIV#2

➔ Next Meeting – April 8 at 2:00 p.m., ECR

4. Governmental

Jerry Stewart, Chairman

Laura Von Harten, Vice Chairman

➔ Next Meeting – Monday, April 1 at 4:00 p.m., ECR

5. Natural Resources

Brian Flewelling, Chairman

Cynthia Bensch, Vice Chairman

➔ Next Meeting – Monday, April 1 at 2:00 p.m., ECR

6. Public Facilities

Gerald Dawson, Chairman

Steven Baer, Vice Chairman

➔ Next Meeting – Friday, March 18 at 4:00 p.m., BIV#2

7. Transportation Advisory Group

Paul Sommerville, Chairman

➔ Next Meeting – To be announced.



Memorandum

DATE: March 8, 2013
TO: County Council
FROM: Gary Kubic, County Administrator
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place February 25, 2013 through March 8, 2013:

February 25, 2013

- Employee orientation
- Community Services Committee meeting
- County Caucus
- County Council meeting

February 26, 2013

- Meeting with Bryan Hill, Deputy County Administrator, Bradley Bain, ISO Community Mitigation Manager, and Josh Gruber, County Attorney re: Insurance rates with regard to fire protection in Beaufort County
- Meeting with County Attorney Josh Gruber
- Meeting with Deputy County Administrator

February 27, 2013

- Conference call with Kim Statler, Executive Director of Lowcountry Economic Alliance re: Hargray Communications
- Joint Review Committee meeting re: New Community Development Code

February 28, 2013

- Meeting with Council Chairman Paul Sommerville re: County Council Annual Planning Session
- County Council Annual Planning Session (Day 1) at St. Helena Library

February 29, 2013

- County Council Annual Planning Session (Day 2)

OFFICE OF THE COUNTY ADMINISTRATOR

County Council
March 8, 2013
Page 2

March 1, 2013

- County Council Annual Planning Session (Day 3)

March 4, 2013

- Employee orientation
- Meeting with Chief Financial Officer David Starkey
- Meeting with Deputy County Administrator
- Natural Resources Committee meeting

March 5, 2013

- Meeting with Judy Elder of Talbert, Bright & Ellington representatives and Councilman Steve Baer re: Hilton Head Airport terminal development
- Meeting with Bluffton Township Fire District representatives, County Attorney Josh Gruber, and Deputy County Administrator Bryan Hill re: Bluffton Township Fire District charter

March 6, 2013

- Agenda review with Chairman, Vice Chairman (telephonically), and Executive Staff to review agenda for March 11, 2013 Council meeting
- Interview re: Mitchelville Preservation Project
- Meeting with Steve Riley, Town Manager, and Charles Cousins, Director of Community Development, at Hilton Head Town Hall re: Palmetto Hall negotiations as it relates to the sound barriers

March 7, 2013

- Greater Island Council meeting
- Hilton Head Island Airport site visit

March 8, 2013

- Councilmember Tabor Vaux - Elected officials orientations
- Meeting with Jim Bequette



Memorandum

DATE: March 8, 2013
TO: County Council
FROM: Bryan Hill, Deputy County Administrator *J Hill*
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place February 25, 2013 through March 8, 2013:

February 25, 2013 (Monday):

- Prepare for County Council
- Executive Committee Meeting
- County Council

February 26, 2013 (Tuesday):

- Meet with Philip Foot, Public Safety Director
- Meet with Gary Kubic, County Administrator, Joshua Gruber, Staff Attorney, and Bain with ISO re: Insurance Rates with regard to Fire Protection in Beaufort County
- Meet with Alicia Holland, Controller
- Meet with Gary Kubic, County Administrator
- Meet with David Starkey
- Bluffton P.M. Hours

February 27, 2013 (Wednesday)--Bluffton:

- Meet with Mike Parrott re: USCB Fieldhouse
- Prepare for County Council Retreat
- Bluffton Hours

February 28, 2013 (Thursday):

- Meet with David Starkey, CFO re: New Organizational G/L Codes
- Prepare for County Council Retreat
- Attend County Council Retreat at St. Helena Library

March 1, 2013 (Friday):

- Attend County Council Retreat at St. Helena Library

March 2, 2013 (Saturday):

- Attend County Council Retreat at St. Helena Library

March 4, 2013 (Monday):

- Meet with Alicia Holland, Controller
- Prepare Budget Memo to Finance Committee Chairman
- Meet with Gary Kubic, County Administrator
- Meet with Suzanne Gregory, Employee Services Director

March 5, 2013 (Tuesday)--Bluffton:

- Attend Bluffton Fire District Charter Meeting
- Bluffton Hours

March 6, 2013 (Wednesday):

- Agenda Review
- Meet with Dan Morgan, MIS/GIS Director
- Conference with Marc Orlando re: Town of Bluffton Issues
- Bluffton Hours P.M.

March 7, 2013 (Thursday):

- Meet with Jim Minor, Solid Waste Director
- Meet with Dan Morgan, MIS/GIS Director
- Meet with Judge Dukes

March 8, 2013 (Friday):

- Meet with Tom Stokes, Sanders Brothers re: SC 802 Closeout
- Meet with Scott Grooms, Broadcasting to Review Presentations for County Council

Budget FY 2013
As of 3/7/2013

Actual Year to Date Comparison
For the Period Ending February 28th

March 7, 2013
Actual to Date

Adopted
Budget

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013	
	Taxes	41000	(68,235,347)	(68,489,951)	(68,145,806)	(68,546,915)	(68,546,915)	(72,323,941)	
	Licenses & Permits	42000	(1,112,622)	(989,153)	(1,395,818)	(1,120,659)	(1,157,484)	(2,680,000)	
	Intergovernmental	43000	(3,064,773)	(2,729,810)	(2,975,469)	(3,735,556)	(3,739,335)	(8,000,000)	
	Charges for Services	44000	(6,000,149)	(6,822,311)	(6,924,787)	(6,921,322)	(7,232,638)	(11,175,589)	
	Fines & Forfeitures	45000	(793,195)	(580,442)	(561,724)	(446,733)	(479,354)	(860,000)	
	Interest	46000	(78,707)	(73,419)	(105,750)	(62,323)	(62,323)	(175,100)	
	Miscellaneous	47000	(434,649)	(406,183)	(343,207)	(342,000)	(343,194)	(675,500)	
	Other Financing Sources	48000	(894,699)	(790,607)	(784,998)	(1,191,397)	(1,291,397)	(1,260,000)	
	General Fund Revenue		(80,614,141)	(80,881,876)	(81,237,559)	(82,366,905)	(82,852,640)	(97,150,130)	
General	Elected	COUNTY COUNCIL	11000	419,623	464,219	401,839	422,780	427,450	603,520
General	Elected	AUDITOR	11010	419,820	363,966	336,645	326,953	328,945	600,704
General	Elected	TREASURER	11020	603,533	578,184	485,428	673,162	675,189	677,760
General	Elected	TREASURER TAX BILLS & CC FEES	11021	539,055	424,060	301,790	-	-	340,000
General	Elected	CLERK OF COURT	11030	620,409	553,832	533,542	519,493	521,845	822,751
General	Elected	FAMILY COURT	11031	225,326	152,351	136,243	135,627	136,205	232,615
General	Elected	PROBATE COURT	11040	566,575	481,918	488,485	454,458	457,270	760,699
General	Elected	CORONER	11060	246,769	202,818	254,340	249,851	250,659	435,571
General	State	HILTON HEAD MAGISTRATE	11100	39,815	859	1,348	694	694	1,700
General	State	BEAUFORT MAGISTRATE	11101	442,583	443,890	484,932	494,960	496,920	742,215
General	State	BLUFFTON MAGISTRATE	11102	345,925	259,810	261,145	215,686	216,952	372,615
General	State	SHELDON MAGISTRATE	11103	41,622	43,159	44,172	46,880	47,133	71,640
General	State	ST HELENA MAGISTRATE	11104	54,916	56,831	45,624	16,056	16,705	104,923
General	State	MAGISTRATE BOND COURT	11105	56,489	53,131	61,835	67,014	67,351	97,515
General	State	MAGISTRATE AT-LARGE	11106	48,391	68,980	80,773	130,652	131,340	140,092
General	State	MASTER IN EQUITY	11110	204,862	190,381	191,771	200,937	201,872	297,848
General	Allocation	GEN GOVT DIRECT SUBSIDIES	11199	1,205,138	875,646	692,627	779,003	779,003	1,234,129
General	Admin	COUNTY ADMINISTRATOR	12000	486,137	422,678	317,597	382,305	383,985	507,419
General	Admin	HOUSING	12003	-	-	-	-	-	-
General	Admin	PUBLIC INFORMATION OFFICER	12005	280,166	67,623	55,781	94,554	95,402	148,529
General	Admin	BROADCAST SERVICES	12006	-	124,891	138,253	160,658	161,372	223,431
General	Admin	STAFF ATTORNEY	12010	375,897	376,655	436,043	116,685	117,378	400,063
General	Admin	INTERNAL AUDITOR	12015	74,617	30,398	39,220	-	-	-
General	State	PUBLIC DEFENDER	12020	1,156	-	-	-	-	-
General	Admin	VOTER REGISTRATION/ELECTIONS	12030	409,275	412,700	418,700	432,890	426,928	634,703
General	Admin	ELECTION WORKERS	12031	(1,050)	211	940	954	954	-
General	Admin	ASSESSOR	12040	1,632,663	1,258,481	1,154,899	1,188,402	1,196,077	2,069,589
General	Admin	REGISTER OF DEEDS	12050	387,079	325,020	310,117	337,423	338,795	475,359
General	Admin	RISK MANAGEMENT	12060	87,026	62,061	59,515	62,641	63,897	103,691
General	State	LEGISLATIVE DELEGATION	12080	55,716	44,499	45,280	50,981	51,223	69,304

Budget FY 2013
As of 3/7/2013

Actual Year to Date Comparison
For the Period Ending February 28th

March 7, 2013
Actual to Date

Adopted
Budget

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013	
General	Admin	ZONING & DEVELOPMENT ADM	13330	159,692	127,826	128,334	107,520	108,140	161,054
General	Admin	PLANNING	13340	574,460	476,648	470,330	418,579	421,015	698,539
General	Admin	COMPREHENSIVE PLAN	13341	438	293,841	138,829	-	-	7,100
General	Admin	AUTOMATED MAPPING/GIS	13350	316,938	272,724	217,599	234,850	235,859	420,926
General	Admin	DIRECTOR OF COMMUNITY SERVICES	14000	124,457	90,379	82,006	84,900	85,289	146,040
General	Admin	STAFF SERVICES	14010	267,001	233,639	197,838	-	-	-
General	Admin	EMPLOYEE SERVICES	14020	640,789	617,849	652,904	643,834	668,811	676,856
General	Admin	RECORDS MANAGEMENT	14030	135,120	101,398	138,863	217,047	217,845	401,975
General	Admin	FINANCE DEPARTMENT	15010	360,827	358,142	402,841	416,147	418,421	600,202
General	Admin	PURCHASING	15040	175,516	139,717	148,710	114,118	114,613	234,987
General	Admin	BUSINESS LICENSES	15050	324,141	139,309	35,301	30,883	31,045	67,127
General	Admin	MANAGEMENT INFORMATION SYSTEMS	15060	1,643,082	1,476,118	1,313,980	1,495,190	1,499,537	2,229,809
General	Admin	MANAGEMENT INFORMATION SYSTEMS	15061	1,128	-	-	-	-	-
General	Admin	DIRECTOR OF PUBLIC SERVICES	17000	178,005	140,324	139,414	143,637	144,458	205,747
General	Fringe	GENERAL GOVT BENEFITS POOL	19199	-	1,553,266	1,435,994	1,625,928	1,826,681	2,486,724
Public Safety	Elected	SHERIFF	21051	4,542,225	4,760,521	4,059,026	4,363,568	4,342,082	6,536,306
Public Safety	Elected	SHERIFF	21052	7,709,808	8,290,186	7,051,815	7,032,151	7,062,345	11,018,434
Public Safety	Elected	SHERIFF	21053	-	-	406,488	406,543	408,979	641,414
Public Safety	Elected	SHERIFF	21055	879,357	849,597	735,448	708,091	711,646	1,161,829
Public Safety	Admin	EMERGENCY MANAGEMENT	23140	454,856	322,818	310,235	308,124	301,651	419,151
Public Safety	Admin	EMERGENCY MANAGEMENT	23142	-	100,699	73,389	11,661	11,726	16,558
Public Safety	Admin	EMERGENCY MANAGEMENT - Comm	23150	2,714,498	2,732,122	3,246,283	3,569,025	3,703,201	5,450,504
Public Safety	Admin	EMERGENCY MANAGEMENT - DATA	23155	482,829	327,573	370,606	332,516	333,795	523,912
Public Safety	Admin	EMERGENCY MEDICAL SERVICE	23160	4,096,611	3,415,877	3,326,114	3,320,039	3,336,777	4,728,752
Public Safety	Admin	DETENTION CENTER	23170	4,344,295	3,778,511	3,385,552	3,525,187	3,540,497	5,473,854
Public Safety	Admin	TRAFFIC - Signal Management	23322	200,825	155,007	171,160	308,578	297,277	438,601
Public Safety	Admin	TRAFFIC - Signal Management	23323	47,929	70,041	94,718	77,121	77,121	126,900
Public Safety	Admin	BUILDING CODES	23360	880,572	636,824	448,265	373,118	375,874	638,407
Public Safety	Admin	BUILDING CODES ENFORCEMENT	23361	-	-	123,130	161,480	162,208	218,468
Public Safety	Fringe	PUBLIC SAFETY BENEFITS POOL	29299	-	1,980,124	3,405,490	3,328,987	3,735,426	5,239,864
Public Works	Admin	FACILITIES MANAGEMENT	33020	1,404,014	1,400,997	1,141,100	1,214,939	1,216,005	1,872,952
Public Works	Admin	BUILDINGS MAINTENANCE	33030	665,021	745,401	697,355	600,389	602,960	1,099,344
Public Works	Admin	GROUNDS MAINTENANCE - NORTH	33040	888,669	733,867	794,919	1,199,784	1,204,392	2,103,038
Public Works	Admin	GROUNDS MAINTENANCE - SOUTH	33042	762,250	607,240	389,915	-	-	-
Public Works	Admin	PUBLIC WORKS GEN SUPPORT	33300	642,020	454,566	448,624	385,485	386,919	669,996
Public Works	Admin	ROADS/DRAINAGE - NORTH	33301	675,684	575,461	517,466	593,141	595,214	814,177
Public Works	Admin	ROADS/DRAINAGE - SOUTH	33302	447,388	423,328	298,813	280,216	281,291	465,388
Public Works	Admin	PUBLIC WORKS ADMINISTRATION	33305	254,169	188,515	180,617	194,355	195,528	294,241
Public Works	Admin	ENGINEERING	33320	293,544	220,796	161,973	229,484	230,622	501,977

Budget FY 2013
As of 3/7/2013

Actual Year to Date Comparison
For the Period Ending February 28th

March 7, 2013
Actual to Date

Adopted
Budget

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013	
Public Works	Admin	SWR ADMINISTRATION	33390	3,356,684	2,673,631	2,718,928	2,583,313	2,585,795	4,338,807
Public Works	Admin	SWR HILTON HEAD	33393	68,003	72,042	68,459	67,186	67,520	100,594
Public Works	Admin	SWR BLUFFTON	33394	108,330	94,862	99,122	100,382	100,999	165,731
Public Works	Admin	SWR BURTON	33395	104,071	110,454	94,279	87,277	87,734	148,518
Public Works	Admin	SWR DAUFUSKIE	33396	33,024	203	-	-	-	7,200
Public Works	Admin	SWR ST HELENA	33397	93,573	91,284	93,725	110,723	111,180	183,078
Public Works	Admin	SWR SHELDON	33398	74,816	73,119	68,554	75,056	75,463	107,588
Public Works	Fringe	PUBLIC WORKS BENEFITS POOL	39399	-	1,129,547	895,198	955,147	1,077,022	1,511,164
Public Health	Admin	ANIMAL SHELTER & CONTROL	43180	583,768	505,019	542,003	624,961	627,423	834,369
Public Health	Admin	MOSQUITO CONTROL	43190	1,186,770	752,881	685,895	863,933	866,143	1,369,461
Public Health	Allocation	PUBLIC HEALTH DIRECT SUBSIDIES	44199	1,753,689	1,740,986	1,298,628	1,084,901	1,166,651	1,741,785
Public Health	Fringe	PUBLIC HEALTH BENEFITS POOL	49499	-	251,246	202,194	256,094	287,511	412,938
Public Welfare	Admin	VETERANS AFFAIRS	54050	135,182	93,110	93,520	95,555	96,067	181,207
Public Welfare	State	DEPT OF SOCIAL SERVICES	54060	136,395	130,383	141,744	133,473	133,473	170,700
Public Welfare	Allocation	PUBLIC WELFARE DIRECT SUBSIDIES	54299	274,320	292,830	212,180	169,513	187,513	435,000
Public Welfare	Fringe	PUBLIC WELFARE BENEFITS POOL	59599	-	28,488	19,467	20,807	23,412	32,514
Cultural	Admin	PALS CENTRAL ADMINISTRATION	63310	276,021	257,737	167,145	207,854	208,592	362,550
Cultural	Admin	PALS SUMMER PROGRAM	63311	93,502	104,438	94,416	135,536	135,536	114,500
Cultural	Admin	PALS AQUATICS PROGRAM	63312	791,821	717,231	659,179	656,990	659,478	1,147,382
Cultural	Admin	PALS HILTON HEAD PROGRAMS	63313	61,031	60,000	60,000	60,000	60,000	80,000
Cultural	Admin	PALS BLUFFTON PROGRAMS	63314	542,597	525,903	67,188	70,664	70,664	122,000
Cultural	Admin	PALS ATHLETIC PROGRAMS	63316	328,883	269,394	480,764	426,222	426,886	912,649
Cultural	Admin	PALS RECREATION CENTERS	63317	588,080	422,752	403,610	363,233	364,198	548,272
Cultural	Admin	LIBRARY ADMINISTRATION	64070	557,215	423,171	425,622	439,680	446,816	626,166
Cultural	Admin	LIBRARY BEAUFORT BRANCH	64071	444,684	343,762	326,545	303,506	304,779	533,606
Cultural	Admin	LIBRARY BLUFFTON BRANCH	64072	524,304	401,080	298,626	304,094	305,783	531,912
Cultural	Admin	LIBRARY HILTON HEAD BRANCH	64073	476,804	426,752	360,821	330,433	331,956	574,105
Cultural	Admin	LIBRARY LOBECO BRANCH	64074	147,984	76,224	81,723	85,764	86,091	133,782
Cultural	Admin	LIBRARY ST HELENA BRANCH	64075	65,885	62,505	60,603	202,998	204,696	552,327
Cultural	Admin	LIBRARY TECHNICAL SERVICES	64078	573,400	474,698	308,686	302,566	303,422	482,525
Cultural	Admin	LIBRARY SC ROOM	64079	73,973	64,750	65,621	65,081	65,424	99,591
Cultural	Fringe	CULTURAL & RECRE BENEFITS POOL	69699	-	682,088	545,502	499,087	561,885	776,442
General Fund Expenditures				60,612,752	60,483,073	56,760,275	57,300,343	58,506,906	90,298,001

Budget FY 2013
As of 3/7/2013

Actual Year to Date Comparison
For the Period Ending February 28th

March 7, 2013
Actual to Date

Adopted
Budget

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013
Transfers	Allocation	GENERAL FUND XFERS OUT	99100					
		Miscellaneous Grant	59200	-	-	-	-	-
		Daufuskie Ferry	59202	50,000	66,667	66,667	66,667	75,000
		Public Safety Grants	59206	-	-	2,472	7,788	7,788
		EMS Grants	59207	4,000	4,000	4,000	-	-
		Energy Grant	59225	-	-	-	444	444
		Tire Recycling	59226	3,000	-	-	-	-
		Real Property	59209	-	-	-	-	-
		Dale Water Line	59229	-	34,939	-	-	-
		PALS Programs Fund	59231	-	2,999	-	-	-
		DSN Programs Fund	59241	1,242,797	1,080,408	906,333	1,133,333	1,275,000
		A&D Programs Fund	59261	326,976	243,042	199,791	233,333	262,500
		DNA Laboratory	59270	212,278	221,663	-	-	-
		Victims Assistance	59271	200,139	62,556	71,757	79,527	89,467
		School Resource Officer	59273	76,689	97,237	88,967	95,226	107,129
		Sheriff Grant	59274	6,311	18,143	3,204	-	-
		Sheriff's Vehicles	59277	-	-	-	-	-
		DNA Grant Fund	59280	-	-	22,097	-	-
		COSY Program	59281	86,667	86,667	93,333	93,333	105,000
		Solid Waste	59290	-	-	-	-	-
		Debt Service Fund	59300	-	-	-	-	-
		LI Airport	59570	66,667	-	-	-	-
		HHI Airport	59580	100,000	12,500	-	-	-
		Treasurer's Execution Fund	59603	-	-	-	41,302	41,302
		Clerk of Court	59619	-	-	-	-	-
		Public Defender	59651	435,575	335,223	200,000	200,000	225,000
		Sheriff's Trust	59663	-	10,000	15,000	-	-
		Total General Fund Transfers Out		2,811,099	2,276,044	1,673,621	1,950,953	2,188,630
Education	Education	Education Allocation	64399	2,358,150	2,358,150	2,000,000	2,000,000	2,000,000
		General Fund Expenditures (including Transfers and Education Allocation)		65,782,001	65,117,267	60,433,896	61,251,296	62,695,536
		Net (Surplus)/Deficit		(14,832,140)	(15,764,609)	(20,803,663)	(21,115,609)	(20,157,104)

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **2/28/2013**
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**
 Workpaper: **1500.16 - FY 2013 TRIAL BALANCE Summary of Object Characters - Revenue**

Account	Description	ORIG APPROP 2/28/2013	FY 2013 PER 99 2/28/2013	FY 2013 PER 8 2/28/2013	FY 2012 PER 8 2/29/2012	FY 2011 PER 8 2/28/2011	FY 2010 PER 8 2/28/2010
Group : [40000]	REVENUES						
41000	Taxes	(72,323,941.00)	(68,546,915.06)	(68,546,915.06)	(68,145,806.38)	(68,489,950.55)	(68,235,347.12)
42000	Licenses & Permits	(2,680,000.00)	(1,157,484.28)	(1,120,659.39)	(1,395,818.02)	(989,152.99)	(1,112,622.25)
43000	Intergovernmental	(8,000,000.00)	(3,739,335.10)	(3,735,556.23)	(2,975,469.05)	(2,729,810.46)	(3,064,772.50)
44000	Charges for Services	(11,175,589.00)	(7,232,637.90)	(6,921,321.82)	(6,924,786.53)	(6,822,310.81)	(6,000,148.54)
45000	Fines & Forfeitures	(860,000.00)	(479,353.88)	(446,733.03)	(561,723.59)	(580,441.77)	(793,195.25)
46000	Interest	(175,100.00)	(62,322.94)	(62,322.94)	(105,750.18)	(73,418.73)	(78,706.58)
47000	Miscellaneous	(675,500.00)	(343,193.54)	(341,999.80)	(343,207.03)	(406,182.91)	(434,649.33)
48000	Other Financing Sources	(1,260,000.00)	(1,291,396.62)	(1,191,396.62)	(784,997.92)	(790,606.88)	(894,699.19)
40000 Total		<u>(97,150,130.00)</u>	<u>(82,852,639.32)</u>	<u>(82,366,904.89)</u>	<u>(81,237,558.70)</u>	<u>(80,881,875.10)</u>	<u>(80,614,140.76)</u>
	Sum of Account Groups	(97,150,130.00)	(82,852,639.32)	(82,366,904.89)	(81,237,558.70)	(80,881,875.10)	(80,614,140.76)

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **2/28/2013**
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**
 Workpaper: **1500.15 - FY 2013 TRIAL BALANCE Summary of Object Characters**

Account	Description	ORIG APPROP 2/28/2013	FY 2013 PER 99 2/28/2013	FY 2013 PER 8 2/28/2013	FY 2012 PER 8 2/29/2012	FY 2011 PER 8 2/28/2011	FY 2010 PER 8 2/28/2010
40000	REVENUES	(97,150,130.00)	(82,852,639.32)	(82,366,904.89)	(81,237,558.70)	(80,881,875.10)	(80,614,140.76)
50000	SALARIES, WAGES, OT, HOLIDAY	43,222,154.00	28,565,907.34	28,414,667.71	27,676,231.48	27,935,133.83	28,146,795.06
50100	EMPLYR COST OF EE	7,994,572.00	5,264,363.89	5,234,751.48	4,859,730.20	4,850,549.07	4,842,637.39
50140	POOLED BENEFITS	10,459,646.00	7,511,936.47	6,686,049.94	6,503,845.69	7,568,334.50	7,248,389.93
50500	EMPLOYEE RECOGNITION AWARD	2,085.00	228,352.36	204,644.25	190,303.77	172,083.27	163,365.99
51000	PURCHASED SVCS	17,924,144.00	10,891,878.52	10,768,802.70	11,451,273.77	11,682,803.15	11,925,474.66
52000	SUPPLIES	5,292,345.00	2,912,168.17	2,912,223.17	3,213,387.44	3,192,738.61	3,258,908.10
54000	CAPITAL	1,266,856.00	612,365.77	659,015.92	147,298.60	1,420,999.05	942,200.72
55000	SUBSIDIES	7,739,914.00	4,400,832.73	4,301,082.73	4,436,101.62	5,613,912.45	5,899,596.77
56000	CONTINGENCY	56,285.00	0.00	0.00	0.00	0.00	4,464.11
57000	UNCLASSIFIED	340,000.00	119,104.69	119,104.69	282,101.75	404,664.43	539,075.88
58000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
59000	TRANSFERS OUT	2,852,129.00	2,188,631.52	1,950,954.13	1,673,621.70	2,276,043.06	2,811,098.72
Total		0.00	(20,157,097.86)	(21,115,608.17)	(20,803,662.68)	(15,764,613.68)	(14,832,133.43)



**The
County
Channel**

Beaufort County Council Retreat



**The
County
Channel**

Coastline





**The
County
Channel**

Coastline



**The
County
Channel**

PALS Basketball

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,600,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

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

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

(g) On May 10, 2012, pursuant to the Constitution, statutory authorizations and Ordinance No. 2012/4 duly enacted by County Council on March 26, 2012, the County issued its original principal amount \$2,500,000 General Obligation Bond Anticipation Notes, Series 2012B (the “Series 2012B BANS”). On October 24, 2012, pursuant to the Constitution, statutory authorizations and Ordinance No. 2012/12 duly enacted by County Council on September 24, 2012, the County issued its \$5,000,000 original principal amount General Obligation Bond Anticipation Notes, Series 2012D dated (the “2012D BANS,” together with the Series 2012B BANS, the “BANS”).

(h) The assessed value of all the taxable property in the County as of June 30, 2012, is \$1,799,824,859. Eight percent of the assessed value is \$143,985,988. 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 \$80,712,954. Thus, the County may incur not exceeding \$63,273,034 of additional general obligation debt within its applicable debt limitation.

The BANS to be retired with the proceeds of the Series 2013A Bonds count against the County’s 8% constitutional debt limit. Therefore, the difference between the par amount of the BANS and the par amount of the Series 2013A Bonds will also count against the County’s constitutional debt limit. Also, the County intends to issue its not exceeding \$7,600,000 General Obligation Refunding Bonds, Series 2013C (the “Series 2013C Bonds”). A portion of the bonds being refunded with the Series 2013C Bonds also count against the County’s constitutional debt limit. Therefore, the portion of the par amount of the Series 2013C Bonds over and above the portion of the outstanding amount of the bonds to be refunded which count against the County’s constitutional debt limit will also count against the County’s constitutional debt limit.

(i) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$7,600,000 aggregate principal amount general obligation bonds of the County, the proceeds of which will be used for the following purposes: (i) retiring the BANS; (ii) paying costs of issuance of the Series 2013A Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

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

SECTION 2. Authorization and Details of Series 2013A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$7,600,000 aggregate principal amount of general obligation bonds of the County to be designated “7,600,000 (or such lesser amount issued) General Obligation Bonds, Series 2013A or such other appropriate series designation, of Beaufort County, South Carolina” (the “Series 2013A Bonds”), for the purpose set forth in Section 1(i) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Series 2013A Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations

of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013A Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as registrar and paying agent (the “Registrar/Paying Agent”) for the Series 2013A Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2013A Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the Series 2013A Bonds; (b) the maturity dates of the Series 2013A Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Series 2013A Bonds; (d) redemption provisions, if any, for the Series 2013A Bonds; (e) the date and time of sale of the Series 2013A Bonds; (f) the authority to receive bids on behalf of the County Council; and (g) the authority to award the sale of the Series 2013A Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2013A Bonds.

After the sale of the Series 2013A Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Series 2013A Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Series 2013A Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2013A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2013A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2013A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2013A Bond, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2013A Bond or Series 2013A Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2013A Bond. Any Series 2013A Bond surrendered in exchange for a new registered 2013A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2013A Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2013A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2013A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2013A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2013A Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2013A Bonds in accordance with the

provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2013A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2013A Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2013A Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2013A Bond or in the case of any proposed redemption of Series 2013A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2013A Bonds. In case any Series 2013A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2013A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Series 2013A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2013A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2013A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2013A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2013A Bond in lieu of which such duplicate Series 2013A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2013A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2013A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2013A Bonds. The Series 2013A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2013A Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2013A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2013A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2013A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2013A Bonds. The Series 2013A Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2013A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series

2013A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2013A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2013A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2013A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2013A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

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

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2013A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2013A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2013A Bonds to become includable in the gross income of the holders of the Series 2013A Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2013A Bonds. The County further covenants and agrees with the holders of the Series 2013A Bonds that no use of the proceeds of the Series 2013A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2013A Bonds would have caused the Series 2013A Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2013A Bonds are outstanding;

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

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

SECTION 14. Book-Entry System. The Series 2013A Bonds initially issued (the “Initial Series 2013A Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Series 2013A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2013A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2013A Bonds shall be issued in fully-registered form, one Series 2013A Bond for each of the maturities of the Series 2013A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2013A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2013A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2013A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2013A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2013A Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2013A Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2013A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2013A Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2013A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2013A Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2013A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2013A Bonds, Form of Notice of Sale. The Series 2013A Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a

summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2013A Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2013A Bonds so that it may be provided to the purchaser of the Series 2013A Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2013A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2013A Bonds shall be deposited with the County Treasurer in a special fund and shall be used to retire the BANS and to pay costs of issuance of the Series 2013A Bonds, except that any premium shall be placed in the sinking fund established for the Series 2013A Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2013A Bonds, and such Series 2013A Bond or Series 2013A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2013A Bond or Series 2013A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2013A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2013A Bonds shall no longer be

deemed to be outstanding hereunder, such Series 2013A Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

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

(c) Such Series 2013A Bond or Series 2013A 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 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2013A Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest as financial advisor in connection with the issuance of the Series 2013A Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2013A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: February 25, 2013

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2013.

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Series 2013A Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the SBonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$_____ (the "Series 2013_ Bonds"). The proceeds of the Series 2013_ Bonds will be used for the following purposes: (i) retiring at maturity the County's original principal amount \$2,500,000 General Obligation Bond Anticipation Notes, Series 2012B dated May 10, 2012 and \$5,000,000 General Obligation Bond Anticipation Notes, Series 2012D dated September 24, 2012; (ii) paying costs of issuance of the Series 2013_ Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2013_ Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2013_ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2013_ Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2013, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$_____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) retiring at maturity the County's original principal amount \$2,500,000 General Obligation Bond Anticipation Notes, Series 2012B dated May 10, 2012 and \$5,000,000 General Obligation Bond Anticipation Notes, Series 2012D dated September 24, 2012; (ii) paying costs of issuance of the bonds; and (iii) such other lawful purposes as the County Council shall determine.

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2013_,
OF BEAUFORT COUNTY, SOUTH CAROLINA

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

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2013_, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

Book-Entry-Only Series 2013_ Bonds: The Series 2013_ Bonds will be issued in fully-registered form. One Series 2013_ Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2013_ Bonds and each such Series 2013_ Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2013_ Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013_ Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2013_ Bonds purchased. The winning bidder, as a condition to delivery of the Series 2013_ Bonds, will be required to deposit the Series 2013_ Bond certificates representing each maturity with DTC.

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

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

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2013_ Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2013_ Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2013_ Bonds. In order to calculate the yield on the Series 2013_ Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2013_ Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2013_ Bonds will be reoffered to the public.

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

The Series 2013_ Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2013_ Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2013_ Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2013_ Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2013_ Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2013_ Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2013_ Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2013_ Bonds will be awarded to the bidder or bidders offering to purchase the Series 2013_ Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2013_ Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2013_ Bonds, results in an

amount equal to the price bid for the Series 2013_ Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013_ Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Series 2013_ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$_____ General Obligation Bonds, Series 2013_ of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Series 2013_ Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2013_ Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2013_ Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2013_ Bonds.

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

Legal Opinion: The County Council shall furnish upon delivery of the Series 2013_ Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2013_ Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2013_ Bonds, stating the initial reoffering price of the Series 2013_ Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2013_ Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Series 2013_ Bonds will be delivered on or about _____, 2013, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2013, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2013_ Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2013_ Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

“Series 2013_ Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2013_ Bonds and the 9-digit CUSIP numbers for all Series 2013_ Bonds to which the document applies.

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

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

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

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

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2013_ Bonds (including persons holding Series 2013_ Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2013_ Bonds for federal income tax purposes.

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2013_ Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2013_ Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2013_ Bonds were issued.

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

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2013. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

“Unscheduled draws on debt service reserves reflecting financial difficulties;”

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

“Modifications to rights of securities holders, if material;”

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2013_ Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2013_ Bonds, or other material events affecting the tax status of the Series 2013_ Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2013_ Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event

Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2013_ Bonds and the 9-digit CUSIP numbers for the Series 2013_ Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2013_ Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2013_ Bonds, when the Issuer is no longer an obligated person with respect to the Series 2013_ Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2013_ Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2013_ Bonds or under any other document relating to the Series 2013_ Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2013_ Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2013_ Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2013_ Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2013_ Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2013_ Bonds, and shall create no rights in any other person or entity.

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2013_ Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

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

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

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

Issuer’s Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

ORDINANCE NO. _____

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

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

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

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

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

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

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

(e) In a referendum (the "Referendum") held in the County on November 6, 2012, the following question was submitted to the qualified electors of the County:

Shall Beaufort County, South Carolina, issue general obligation bonds, not to exceed \$25,000,000, representing a borrowing that at no time shall exceed 1 mill in debt service repayment, for the purpose of land preservation, by purchasing open land, development rights and conservation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, recreational areas, coastal areas, rivers and wetlands,

provided that all expenditures shall be prioritized based upon an official criteria and ranking system establish for the County, and subject to an annual independent audit and provide that an amount, not to exceed twenty percent (20%) of the amount borrowed may be spent on improvements, outside the scope of general property maintenance, to those lands which have been acquired by Beaufort County, South Carolina under previous rural and critical lands programs and all such lands acquired under this current proposed borrowing?

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

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$25,000,000 aggregate principal amount general obligation bonds of the County, the proceeds of which will be used for the following purposes: (i) funding the Referendum-approved projects; (ii) paying costs of issuance of the Series 2013B Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

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

SECTION 2. Authorization and Details of Series 2013B Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$25,000,000 aggregate principal amount of general obligation bonds of the County to be designated “25,000,000 (or such lesser amount issued) General Obligation Bonds, Series 2013B or such other appropriate series designation, of Beaufort County, South Carolina” (the “Series 2013B Bonds”), for the purpose set forth in Section 1(f) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Series 2013B Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013B Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as registrar and paying agent (the “Registrar/Paying Agent”) for the Series 2013B Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2013B Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the Series 2013B Bonds; (b) the maturity dates of the Series 2013B Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Series 2013B Bonds; (d) redemption provisions, if any, for the Series 2013B Bonds; (e) the date and time of sale of the Series 2013B Bonds; (f) the authority to receive bids on behalf of the County Council; and (g) the authority to award the sale of the Series 2013B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2013B Bonds.

After the sale of the Series 2013B Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Series 2013B Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Series 2013B Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2013B Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2013B Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2013B Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2013B Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2013B Bond or Series 2013B Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Series 2013B Bond surrendered in exchange for a new registered Series 2013B Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2013B Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Series 2013B Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2013B Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2013B Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2013B Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2013B Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2013B Bonds during the fifteen (15) days preceding an interest payment date on such Series 2013B Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2013B Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2013B Bond or in the case of any proposed redemption of Series 2013B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2013B Bonds. In case any Series 2013B Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2013B Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Series 2013B Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and

the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2013B Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2013B Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2013B Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2013B Bond in lieu of which such duplicate Series 2013B Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2013B Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2013B Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2013B Bonds. The Series 2013B Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2013B Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2013B Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2013B Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2013B Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2013B Bonds. The Series 2013B Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2013B Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013B Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2013B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided, however, pursuant to the Referendum question, at no time shall any debt service payment on the Series 2013B Bonds require the levy of more than one mill.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2013B Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2013B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Investment Contracts. County Council hereby authorizes the County Administrator to execute such investment contracts and related documents as he determines to be in the best interest of the County; provided that all such investments shall be permitted investments of public funds as provided in Section 6-5-10 and 11-1-60, Code of Laws of South Carolina 1976 as amended.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2013B Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2013B Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2013B Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2013B Bonds to become includable in the gross income of the holders of the Series 2013B Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2013B Bonds. The County further covenants and agrees with the holders of the Series 2013B Bonds that no use of the proceeds of the Series 2013B Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2013B Bonds would have caused the Series 2013B Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2013B Bonds are outstanding;

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

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

SECTION 14. Book-Entry System. The Series 2013B Bonds initially issued (the “Initial Series 2013B Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Series 2013B Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2013B Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2013B Bonds shall be issued in fully-registered form, one Series 2013B Bond for each of the maturities of the Series 2013B Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2013B Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2013B Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2013B Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2013B Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2013B Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2013B Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2013B Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2013B Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2013B Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2013B Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2013B Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2013B Bonds, Form of Notice of Sale. The Series 2013B Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2013B Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2013B Bonds so that it may be provided to the purchaser of the Series 2013B Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2013B Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2013B Bonds shall be deposited with the County Treasurer in a special fund and shall be applied solely to the purposes for which the Series 2013B Bonds have been issued, including payment of costs of issuance of the Series 2013B Bonds, except that any premium shall be placed in the sinking fund established for the Series 2013B Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2013B Bonds, and such Series 2013B Bond or Series 2013B Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2013B Bond or Series 2013B Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2013B Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2013B Bonds shall no longer be deemed to be outstanding hereunder, such Series 2013B Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

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

(c) Such Series 2013B Bond or Series 2013B 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 21. Declaration of Intent to Reimburse Certain Expenditures. This Ordinance shall constitute the official delegation of authority to the County Administrator and/or the Chief Financial Officer to declare the official intent pursuant to Regulation §1.150-2 of the Treasury Regulations to reimburse the County from a portion of the proceeds of the Series 2013B Bonds for expenditures it anticipates incurring (the “Expenditures”) with respect to the projects set forth in Section 1 (e) and (f) hereof prior to the issuance of the Series 2013B Bonds. Such declaration of official intent shall be evidenced by a writing executed by either the Administrator and/or Chief Financial Officer and shall be made prior to the payment of the first of the applicable Expenditures to be reimbursed by the Series 2013B Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Treasury Regulations) under general federal income tax principles; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Treasury Regulations. The source of funds for the Expenditures with respect to these projects will be the County’s reserve funds or other legally available funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 22. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2013B Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First Southwest as financial advisor in connection with the issuance of the Series 2013B Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2013B Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: February 25, 2013

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Series 2013B Bond at the principal office of Wells Fargo Bank, N.A., in the City of Atlanta, State of Georgia (the “Paying Agent”), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Series 2013B Bond matures. Interest on this Bond is payable _____ 1, 20___, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the “Registrar”), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2013.

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Series 2013B Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Series 2013B Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$25,000,000 (the "Series 2013_ Bonds"). The proceeds of the Series 2013_ Bonds will be used for the following purposes: (i) funding projects approved in the November 6, 2012, referendum held in the County; (ii) paying costs of issuance of the Series 2013_ Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2013_ Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2013_ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2013_ Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2013_,
OF BEAUFORT COUNTY, SOUTH CAROLINA

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

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2013_, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

Book-Entry-Only Bonds: The Series 2013_ Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2013_ Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2013_ Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2013_ Bonds purchased. The winning bidder, as a condition to delivery of the Series 2013_ Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

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

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

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2013_ Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2013_ Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2013_ Bonds. In order to calculate the yield on the Series 2013_ Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2013_ Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2013_ Bonds will be reoffered to the public.

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

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

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2013_ Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2013_ Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2013_ Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2013_ Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2013_ Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Series 2013_ Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2013_ Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2013_ Bonds, results in an amount equal to the price bid for the Series 2013_ Bonds. In the case of a tie bid, the winning bid will be awarded by lot.

The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013_ Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Series 2013_ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2013_ of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2013_ Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2013_ Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2013_ Bonds.

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

Legal Opinion: The County Council shall furnish upon delivery of the Series 2013_ Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2013_ Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2013_ Bonds, stating the initial reoffering price of the Series 2013_ Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2013_ Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2013, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2013, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2013_ Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2013_ Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

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

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2013_ Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

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

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

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

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

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

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2013_ Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2013_ Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2013_ Bonds were issued.

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

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2013. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

“Unscheduled draws on debt service reserves reflecting financial difficulties;”

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

“Modifications to rights of securities holders, if material;”

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2013_ Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2013_ Bonds, or other material events affecting the tax status of the Series 2013_ Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2013_ Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event

Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2013_ Bonds and the 9-digit CUSIP numbers for the Series 2013_ Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2013_ Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2013_ Bonds, when the Issuer is no longer an obligated person with respect to the Series 2013_ Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2013_ Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2013_ Bonds or under any other document relating to the Series 2013_ Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2013_ Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2013_ Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2013_ Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2013_ Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2013_ Bonds, and shall create no rights in any other person or entity.

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

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

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$37,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County as of June 30, 2012, is \$1,799,824,859. Eight percent of the assessed value is \$143,985,988. 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 \$80,712,954. Thus, the County may incur not exceeding \$63,273,034 of additional general obligation debt within its applicable debt limitation.

The 2006B Bonds (hereinafter defined) being refunded with the proceeds of the Series 2013C Bonds count against the County's constitutional debt limit. Therefore, the portion of the par amount of the Series 2013C Bonds over and above the outstanding amount of the 2006B Bonds being refunded

subject to the County's 8% constitutional debt limit will also count against the County's constitutional debt limit. The County intends to issue its not exceeding \$7,750,000 General Obligation Bonds, Series 2013A, the proceeds of which will be used to retire the County's original principal amount \$2,500,000 General Obligation Bond Anticipation Notes, Series 2012B (the "Series 2012B BANS") and the County's original principal amount \$5,000,000 General Obligation Bond Anticipation Notes, Series 2012D (the "Series 2012D BANS, together with the Series 2012B BANS, the "BANS"), both series of which count against the County's 8% constitutional debt limit. Therefore, the difference between the par amount of the Series 2013A Bonds and the par amount of the BANS will also count against the County's constitutional debt limit.

(f) Pursuant to the Constitution, statutory authorizations, and Ordinance No. 2006/11 duly enacted by the County Council on June 12, 2006, the County issued its original principal amount \$17,500,000 General Obligation Bonds, Series 2006, dated November 2, 2006 (the "Series 2006 Bonds"). Pursuant to the Constitution, statutory authorizations, and Ordinance No. 2005/31 duly enacted by the County Council on August 22, 2005, the County issued its original principal amount \$30,000,000 General Obligation Bonds, Series 2006B, dated November 30, 2006 (the "Series 2006B Bonds").

(g) The Series 2006 Bonds are currently outstanding in the principal amount of \$13,650,000. The 2006 Bonds maturing on or after March 1, 2017, are subject to redemption on or after March 1, 2016, at any time, at par plus interest accrued thereon to the date fixed to redemption. The Series 2006B Bonds are currently outstanding in the principal amount of \$25,500,000. The Series 2006B Bonds maturing on or after March 1, 2017, are subject to redemption on or after March 1, 2016, at any time, at par plus interest accrued thereon to the date fixed to redemption

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

(i) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of certain maturities of the Series 2006 Bonds (the "2006 Bonds to be Refunded") and certain maturities of the Series 2006B Bonds (the "2006B Bonds to be Refunded," together with the 2006 Bonds to be Refunded, the "Bonds to be Refunded") because a savings can be effected through the refunding of such Bonds to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the County Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

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

(k) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$37,500,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the Series 2013C Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine and to adopt the Written Procedures Related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Series 2013C Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$37,500,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$37,500,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Series 2013C Bonds”), for the purpose set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Series 2013C Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2006 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Series 2013C Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Series 2013C Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with an escrow agent to be named (the “Escrow Agent”) and held by it under a written refunding trust agreement between the Escrow Agent and the County (the “Refunding Trust Agreement”) in an irrevocable trust account. It shall be the duty of such Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in obligations of the United States or any agency thereof and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement.

The County Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of the Refunding Trust Agreement. The Refunding Trust Agreement shall be dated the date of delivery of the Series 2013C Bonds to the initial purchasers thereof.

Upon the award of the Series 2013C Bonds, the County shall designate the Bonds to be Refunded for redemption on a date determined by the County Administrator and/or his lawfully-authorized designee in accordance with Ordinance No. 2006/11 and Ordinance No. 2005/31 .

The Series 2013C Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013C Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate

or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Wells Fargo Bank, N.A., Atlanta, Georgia, will serve as Registrar/Paying Agent for the Series 2013C Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2013C Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Series 2013C Bonds; (b) determine the maturity dates of the Series 2013C Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Series 2013C Bonds; (d) determine the redemption provisions, if any, for the Series 2013C Bonds; (e) determine the date and time of sale of the Series 2013C Bonds; (f) receive bids on behalf of the County Council; (g) determine the Registrar/Paying Agent for the Series 2013C Bonds, and (h) award the sale of the Series 2013C Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Series 2013C Bonds.

After the sale of the Series 2013C Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Series 2013C Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Series 2013C Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2013C Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2013C Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2013C Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2013C Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Series 2013C Bond or Series 2013C Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Series 2013C Bond. Any Series 2013C Bond surrendered in exchange for a new registered Series 2013C Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Series 2013C Bond shall be registered upon the registry books as the absolute owner of such Series 2013C Bond, whether such Series 2013C Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2013C Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2013C Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Series 2013C Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Series 2013C Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2013C Bonds during the fifteen (15) days preceding an interest payment date on such Series 2013C Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2013C Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Series 2013C Bond or in the case of any proposed redemption of Series 2013C Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2013C Bonds. In case any Series 2013C Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2013C Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Series 2013C Bond, or in lieu of or in substitution for such lost, stolen or destroyed Series 2013C Bond. In any such event the applicant for the issuance of a substitute Series 2013C Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Series 2013C Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2013C Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2013C Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2013C Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2013C Bond in lieu of which such duplicate Series 2013C Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2013C Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2013C Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2013C Bonds. The Series 2013C Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2013C Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Series 2013C Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2013C Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2013C Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2013C Bonds. The Series 2013C Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Series 2013C Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013C Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable

property in the County sufficient to pay the principal of and interest on the Series 2013C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Series 2013C Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Series 2013C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2013C Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

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

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2013C Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Series 2013C Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2013C Bonds to become includable in the gross income of the holders of the Series 2013C Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Series 2013C Bonds. The County further covenants and agrees with the holders of the Series 2013C Bonds that no use of the proceeds of the Series 2013C Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2013C Bonds would have caused the Series 2013C Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2013C Bonds are outstanding;

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

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

SECTION 14. Book-Entry System. The Series 2013C Bonds initially issued (the “Initial Series 2013C Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Series 2013C Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2013C Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2013C Bonds shall be issued in fully-registered form, one Series 2013C Bond for each of the maturities of the Series 2013C Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2013C Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2013C Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2013C Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2013C Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2013C Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Series 2013C Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2013C Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2013C Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Series 2013C Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2013C Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2013C Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Series 2013C Bonds, Form of Notice of Sale. The Series 2013C Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2013C Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2013C Bonds so that it may be provided to the purchaser of the Series 2013C Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2013C Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2013C Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Series 2013C Bonds have been issued, including payment of costs of issuance of the Series 2013C Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2013C Bonds, and such Series 2013C Bond or Series 2013C Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2013C Bond or Series 2013C Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Series 2013C Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2013C Bonds shall no longer be deemed to be outstanding hereunder, such Series 2013C Bonds shall cease to draw interest from the due

date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

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

SECTION 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Series 2013C Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and First SouthWest, as financial advisor in connection with the issuance of the Series 2013C Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2013C Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of March, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: February 25, 2013
Second Reading:
Public Hearing:
Third and Final Reading:

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15, 21 and 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2013.

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$_____ (the "Series 2013__ Bonds"). The proceeds of the bonds will be used for the following purposes: (i) refunding certain maturities of the County's original principal amount \$17,500,000 General Obligation Bonds, Series 2006, dated November 2, 2006, and its original principal amount \$37,500,000 General Obligation Bonds, Series 2006B dated November 30, 2006; (ii) paying costs of issuance of the Series 2013__ Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Series 2013__ Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Series 2013__ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Series 2013__ Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2013, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$37,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) refunding certain maturities of the County's original principal amount \$17,500,000 General Obligation Bonds, Series 2006, dated November 2, 2006, and its original principal amount \$37,500,000 General Obligation Bonds, Series 2006B dated November 30, 2006; (ii) paying costs of issuance of the bonds; and (iii) such other lawful purposes as the County Council shall determine.

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 __,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), 100 Ribaut Road, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2013, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Refunding Bonds, Series 2013 __, of the County (the "Series 2013 __ Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds, Series 2013 __, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

Book-Entry-Only Series 2013 __ Bonds: The Series 2013 __ Bonds will be issued in fully-registered form. One Series 2013 __ Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2013 __ Bonds and each such Series 2013 __ Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2013 __ Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013 __ Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2013 __ Bonds purchased. The winning bidder, as a condition to delivery of the Series 2013 __ Bonds, will be required to deposit the Series 2013 __ Bond certificates representing each maturity with DTC.

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

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

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Series 2013__ Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Series 2013__ Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Series 2013__ Bonds. In order to calculate the yield on the Series 2013__ Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2013__ Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Series 2013__ Bonds will be reoffered to the public.

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

The Series 2013__ Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Wells Fargo Bank, N.A., will serve as Registrar/Paying Agent for the Series 2013__ Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2013__ Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2013__ Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2013__ Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2013__ Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2013__ Bonds to the date of full payment of the purchase price.

Award of Bid. The Series 2013__ Bonds will be awarded to the bidder or bidders offering to purchase the Series 2013__ Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2013__ Bonds (computed at the interest rates specified in the bid and on the basis

of a 360-day year of twelve 30-day months) to the dated date of the Series 2013__ Bonds, results in an amount equal to the price bid for the Series 2013__ Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013__ Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Series 2013__ Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$_____ General Obligation Refunding Bonds, Series 2013__ of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Series 2013__ Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Series 2013__ Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Series 2013__ Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Series 2013__ Bonds.

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

Legal Opinion: The County Council shall furnish upon delivery of the Series 2013__ Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Series 2013__ Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2013__ Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Series 2013__ Bonds, stating the initial reoffering price of the Series 2013__ Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Series 2013__ Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Series 2013__ Bonds will be delivered on or about _____, 2013, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2013, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2013__ Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2013__ Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

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

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2013__ Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

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

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

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

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

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

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2013__ Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2013__ Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2013__ Bonds were issued.

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

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2013. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

“Unscheduled draws on debt service reserves reflecting financial difficulties;”

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

“Modifications to rights of securities holders, if material;”

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Series 2013__ Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2013_ Bonds, or other material events affecting the tax status of the Series 2013_ Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2013_ Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event

Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2013__ Bonds and the 9-digit CUSIP numbers for the Series 2013__ Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2013__ Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2013__ Bonds, when the Issuer is no longer an obligated person with respect to the Series 2013__ Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2013__ Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2013__ Bonds or under any other document relating to the Series 2013__ Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2013__ Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2013__ Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2013__ Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2013__ Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2013__ Bonds, and shall create no rights in any other person or entity.

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

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

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

ORDINANCE 2013 /

CONSIDERATION OF A REQUEST BY BEAUFORT-JASPER WATER & SEWER AUTHORITY TO GRANT AN ENCROACHMENT PERMIT OVER THE SPANISH MOSS RAIL TRAIL TO PARKER'S CONVENIENCE STORE NEAR THE INTERSECTION OF US HIGHWAY 21 AND PARRIS ISLAND GATEWAY AS SHOWN ON EXHIBIT A.

Adopted this ____ of March, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

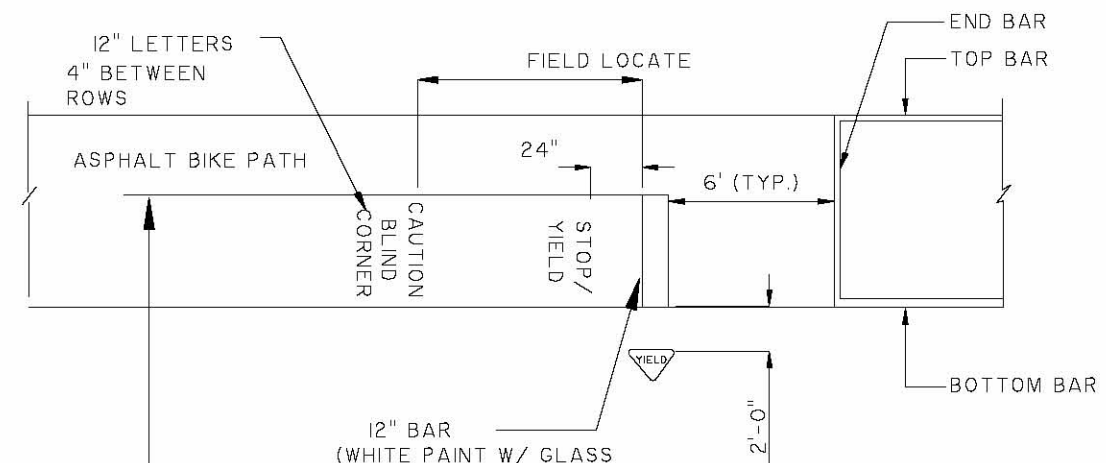
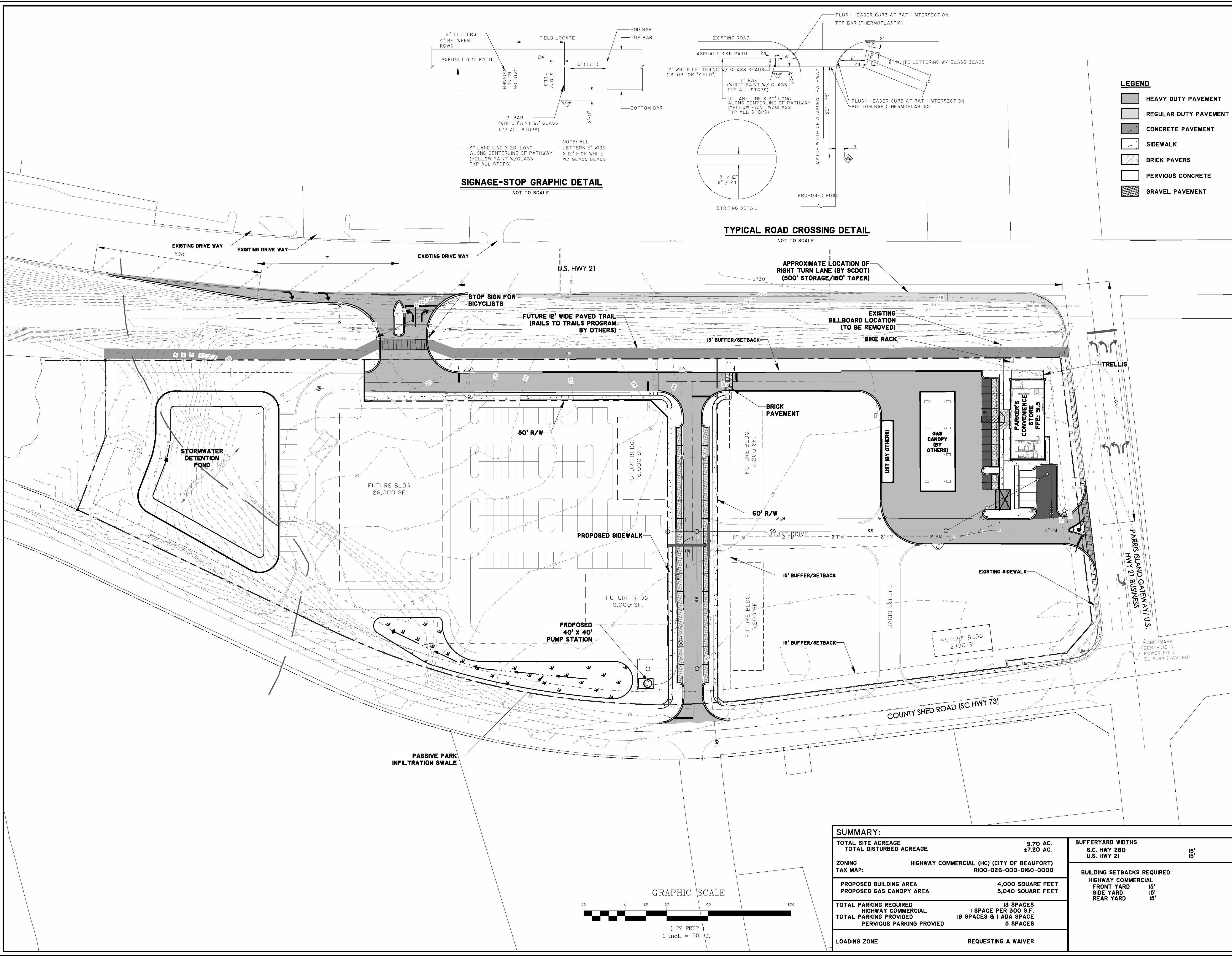
First Reading, By Title Only: February 25, 2013

Second Reading:

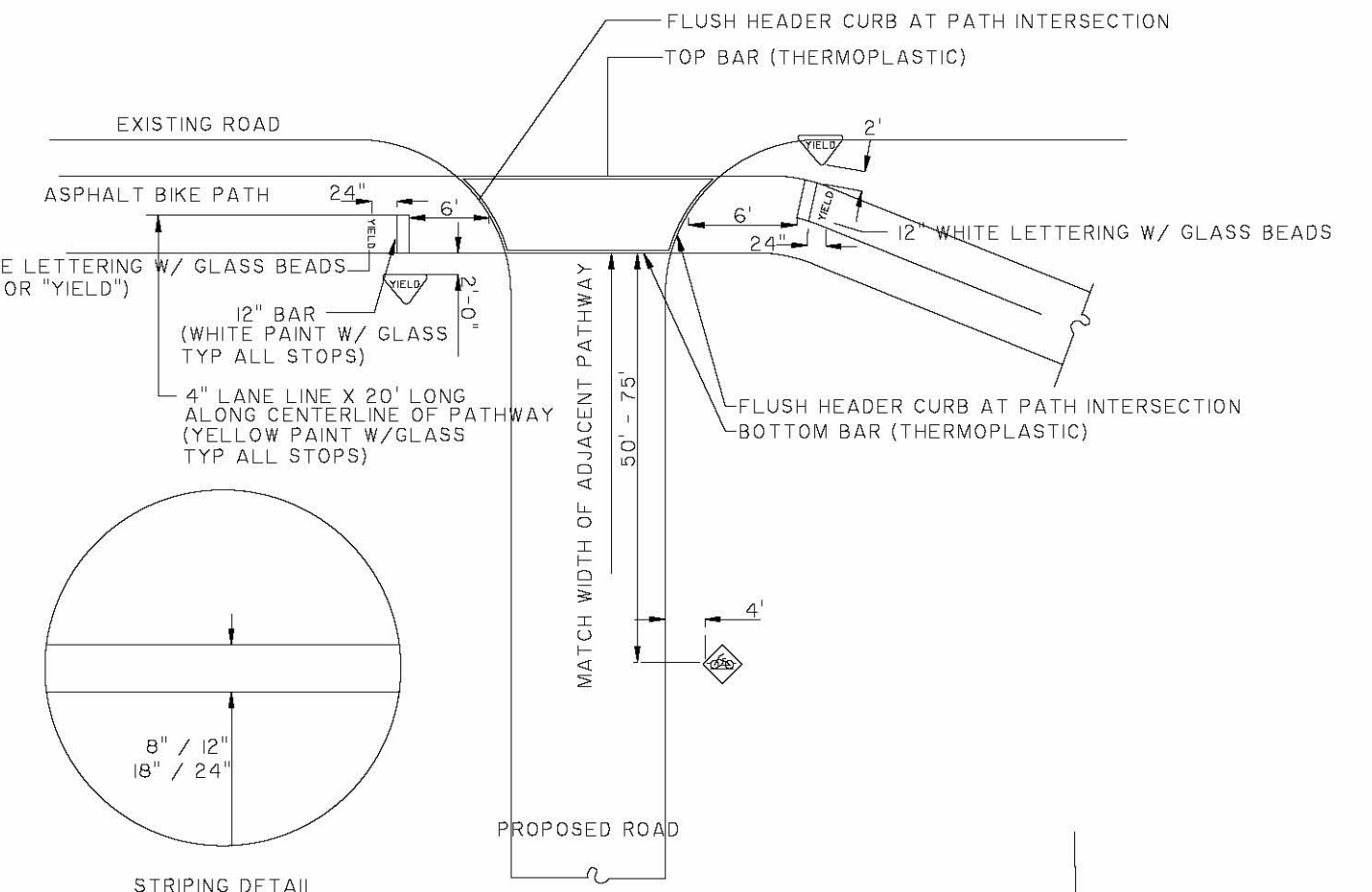
Public Hearing:

Third and Final Reading:

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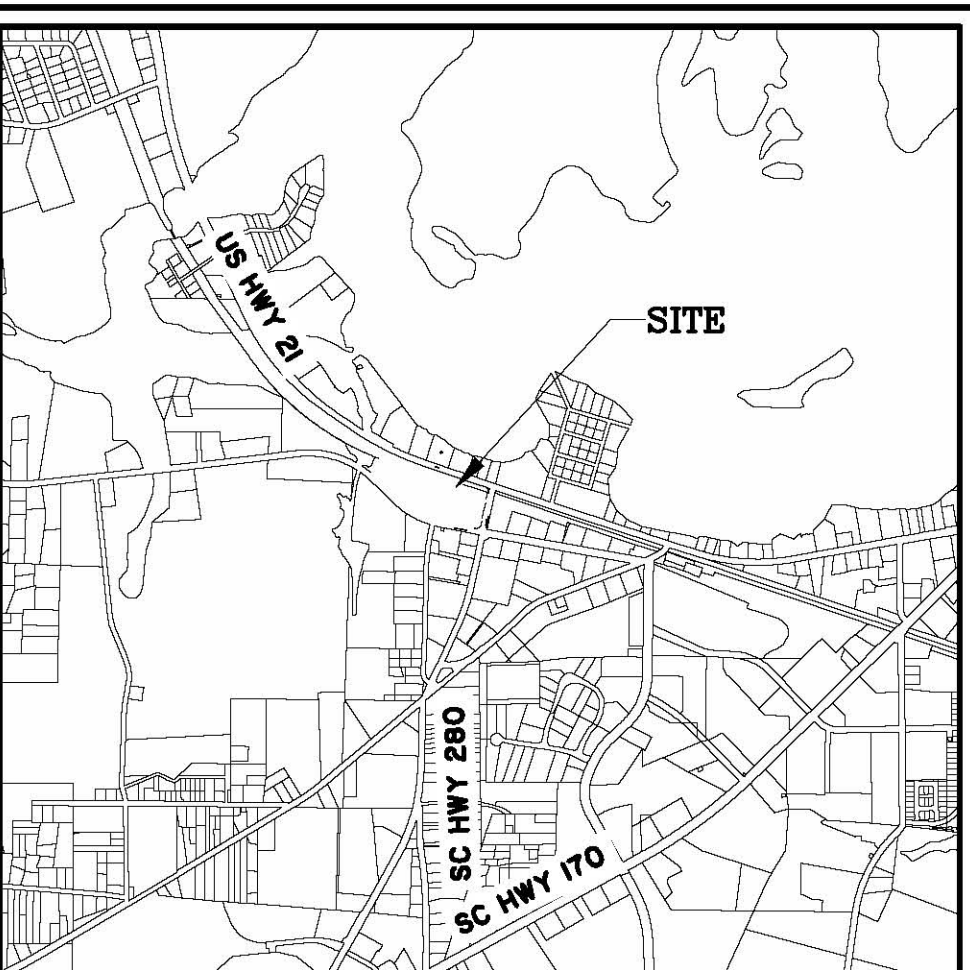


SIGNAGE-STOP GRAPHIC DETAIL
NOT TO SCALE

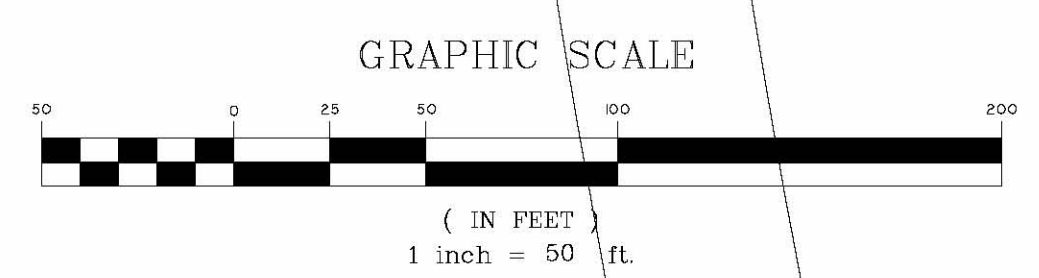
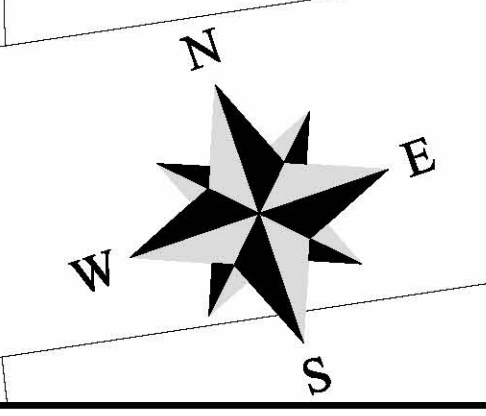


TYPICAL ROAD CROSSING DETAIL
NOT TO SCALE

- LEGEND**
- HEAVY DUTY PAVEMENT
 - REGULAR DUTY PAVEMENT
 - CONCRETE PAVEMENT
 - SIDEWALK
 - BRICK PAVERS
 - PERVIOUS CONCRETE
 - GRAVEL PAVEMENT



- NOTES:**
- PLAN IS CONCEPTUAL ONLY AND MUST BE REVIEWED AND APPROVED BY VARIOUS GOVERNMENTAL AGENCIES.
 - BOUNDARY INFORMATION EXTRACTED FROM "BOUNDARY SURVEY 9.701 ACRES BEING THE LANDS OF MANY M'S LLC", AS PREPARED BY THOMAS & HUTTON AS SIGNED BY STEWART W. SPENCER SCRLS NO. 27743
 - OWNER INFO:**
GREGORY M. PARKER, INC.
222 DRAYTON STREET
SAVANNAH, GA 31401
(P) (912) 231-1001
(F) (912) 231-0030
CONTACT: GREG PARKER
 - AGENT INFO:**
THOMAS & HUTTON
P.O. BOX 2727
SAVANNAH, GA. 31402-2727
(P) (912) 234-5300
(F) (912) 234-2950
CONTACT: RUSTY WINDSOR



SUMMARY:	
TOTAL SITE ACREAGE	9.70 AC.
TOTAL DISTURBED ACREAGE	7.20 AC.
ZONING	HIGHWAY COMMERCIAL (HC) (CITY OF BEAUFORT)
TAX MAP:	R100-026-000-0160-0000
PROPOSED BUILDING AREA	4,000 SQUARE FEET
PROPOSED GAS CANOPY AREA	5,040 SQUARE FEET
TOTAL PARKING REQUIRED	13 SPACES
HIGHWAY COMMERCIAL	1 SPACE PER 300 S.F.
TOTAL PARKING PROVIDED	18 SPACES & 1 ADA SPACE
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LOADING ZONE	REQUESTING A WAIVER

BUFFERYARD WIDTHS	
S.C. HWY 280	15'
U.S. HWY 21	15'
BUILDING SETBACKS REQUIRED	
HIGHWAY COMMERCIAL	
FRONT YARD	15'
SIDE YARD	15'
REAR YARD	15'

MASTER PLAN
PARKER'S
CONVENIENCE
STORE
 CITY OF BEAUFORT, SOUTH CAROLINA
 PREPARED FOR:
 THE PARKER COMPANIES
 PREPARED BY:

THOMAS & HUTTON
 Engineering | Surveying | Planning | GIS | Consulting
 50 Park of Commerce Way • PO Box 2727
 Savannah, GA 31402-2727 • 912.234.5300
www.thomasandhutton.com
 Brunswick, GA | Charleston, SC | Myrtle Beach, SC | Wilmington, NC


JOB NO: J-23461	DATE: DECEMBER 18, 2012
DRAWN: JRW	SCALE: 1" = 50'
REVIEWED: KMS	SHEET: 1 OF 1



South Carolina
Department of Transportation

Beaufort County
Berkeley County
Charleston County
Colleton County
Dorchester County
Jasper County

MEMORANDUM

TO: Wendell Mulligan, Resident Maintenance Engineer
FROM: D. Mark Nesbit, District Traffic Engineer 
DATE: February 6, 2013
RE: US-21 (Trask Parkway) – Parker's Convenience Store Development

We have reviewed the plans and traffic impact study for the proposed development on the corner of US-21(Trask Parkway) and US-21(Parris Island Gateway) and have the following comments, these comments include those as discussed in teleconference with City of Beaufort on February 6, 2013:

- Note that SC-280 has been re-designated as US-21. All references to SC-280 should be changed to US-21(Parris Island Gateway).
- A raised median barrier must be installed on Parris Island Gateway to ensure the Right-In/Right-Out entrance functions as intended. This median should extend from US-21 back to County Shed Road
- Beaufort County approval for the crossing of the Rails to Trails easement must be obtained before permit can be issued for Trask parkway access. Design of pathway crossing should be resolved to all party's satisfaction.
- Need to show all entering and exiting turning movements for fuel tanker delivery truck.
- Need to show all existing and proposed pavement markings on state roads adjacent to the project.
- Need to show all adjacent and opposing access points on state roads adjacent to the project.
- Need to provide correct and specific SCDOT standard drawing numbers for all proposed pavement markings. The proposed markings for new right turn lane do not appear to be correct.
- Need to provide cross sections for the area of the right turn lane and driveway on US-21 showing adjacent disturbed shoulder area to property line.
- Upon full development of all tracts the intersection of County Shed Road and Parris Island Gateway will become problematic. Analysis on how to prevent this from becoming a safety and traffic hazard should be provided. Per discussions with the City this may involve denial of access to County Shed Road from the development unless an appropriate solution can be implemented. Due to proximity to Trask Parkway a signal is not a viable solution.
- Coordination with upcoming COG improvement project installing right turn lane from SB US-21 to Parris Island Gateway will be required. Designer should work with local governments and SCDOT program managers to ensure plans are coordinated.

DMN:nsu
File: D6/Beaufort/NSU

District Six Engineering
6355 Fain Boulevard
North Charleston, SC 29406-4989



Phone: (843) 740-1665
Fax: (843) 740-1663

AN EQUAL OPPORTUNITY/
AFFIRMATIVE ACTION EMPLOYER



OFFICE OF THE COUNTY ADMINISTRATOR
COUNTY COUNCIL OF BEAUFORT COUNTY

GARY KUBIC
COUNTY ADMINISTRATOR

CHERYL HARRIS
EXECUTIVE ASSISTANT

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2055
FAX: (843) 255-9401
www.bcgov.net

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
STAFF ATTORNEY

March 8, 2013

Mr. Mark Nesbit
SCDOT
District 6 Engineering Offices
6355 Fain Blvd.
North Charleston, SC 29406

Re: Memorandum to Wendell Mulligan dated February 6, 2013

Dear Mark:

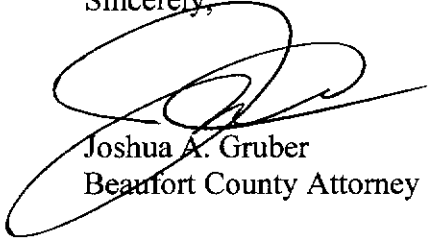
Beaufort County has been provided with a copy of your Memorandum to Mr. Wendell Mulligan dated February 6, 2013, which addresses SCDOT concerns regarding the planned development of a Parker's Convenience store at the intersection of US21 and Parris Island Gateway.

I am writing to inquire if Mr. Mulligan has provided you with and responses to your Memorandum and if so, if it would be possible to get a copy of those responses. The County is currently in the process of reviewing the requested encroachment permit over the Spanish Moss Rail Trail identified in bullet point number three in your memorandum and we are looking to incorporate any information that you may have into our presentation to County Council. However, there does not appear to be any reference to comments or concerns regarding the full traffic access shown on development plans that will access US21 that is immediate adjacent to the Rail Trail crossing. Specifically, has any study of this access' impact to US21 been conducted that would be beneficial to our examination of the potential impact that the crossing will have on the Rail Trail? If not, is there any reason why the potential access to US21 should not be studied to help determine this critical safety information?

Beaufort County would greatly appreciate it if you could look into this matter as requested above and provide us with any information that you might have.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua A. Gruber', written over the typed name and title.

Joshua A. Gruber
Beaufort County Attorney

cc: Beaufort County Council Members
Gary Kubic
Bryan Hill
Tony Criscitello
Rob McFee

ORDINANCE 2013 /

ST. HELENA ISLAND ZONING MAP AMENDMENT FOR R300-018-000-0290-0000 (6.55 ACRES, A PORTION OF 74.72 ACRES; SOUTH OF SEASIDE ROAD) FROM RESOURCE CONSERVATION (RC) TO RURAL (R);

Adopted this ____ of March, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

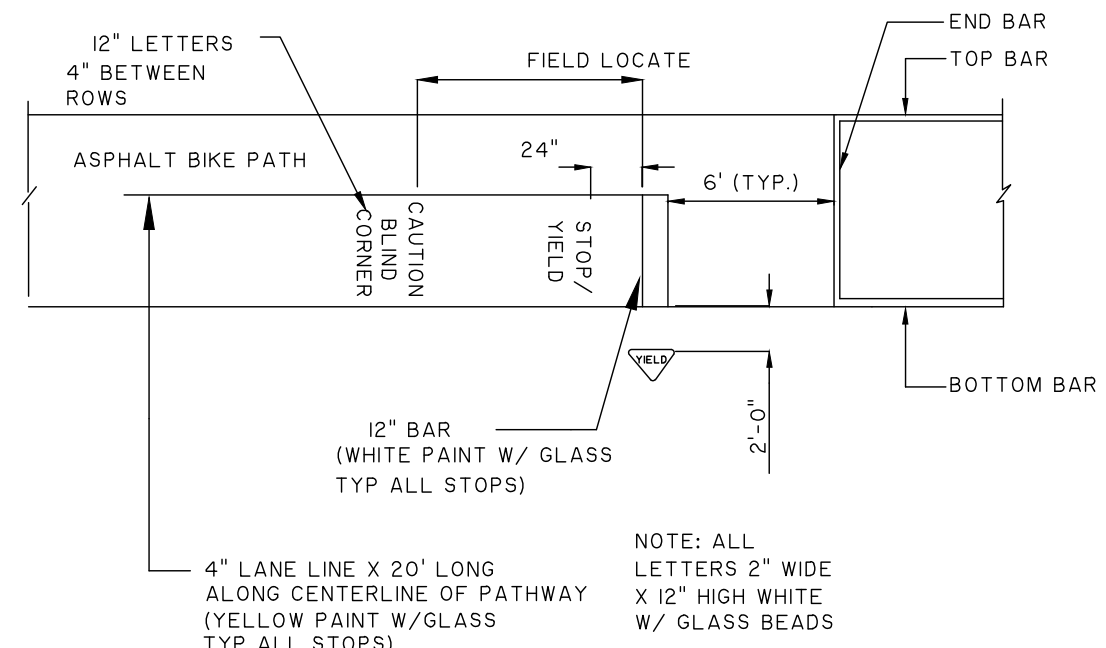
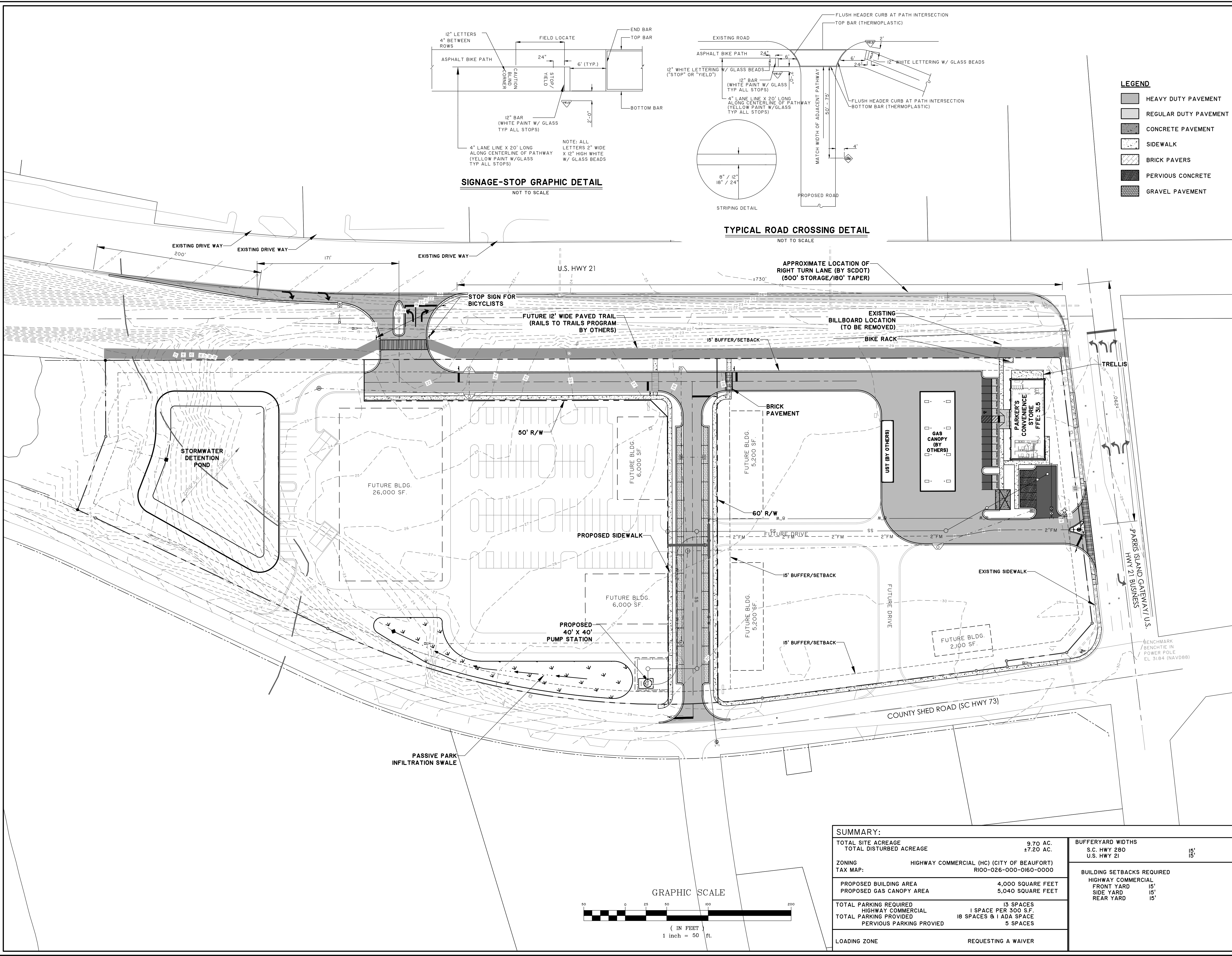
First Reading:

Second Reading:

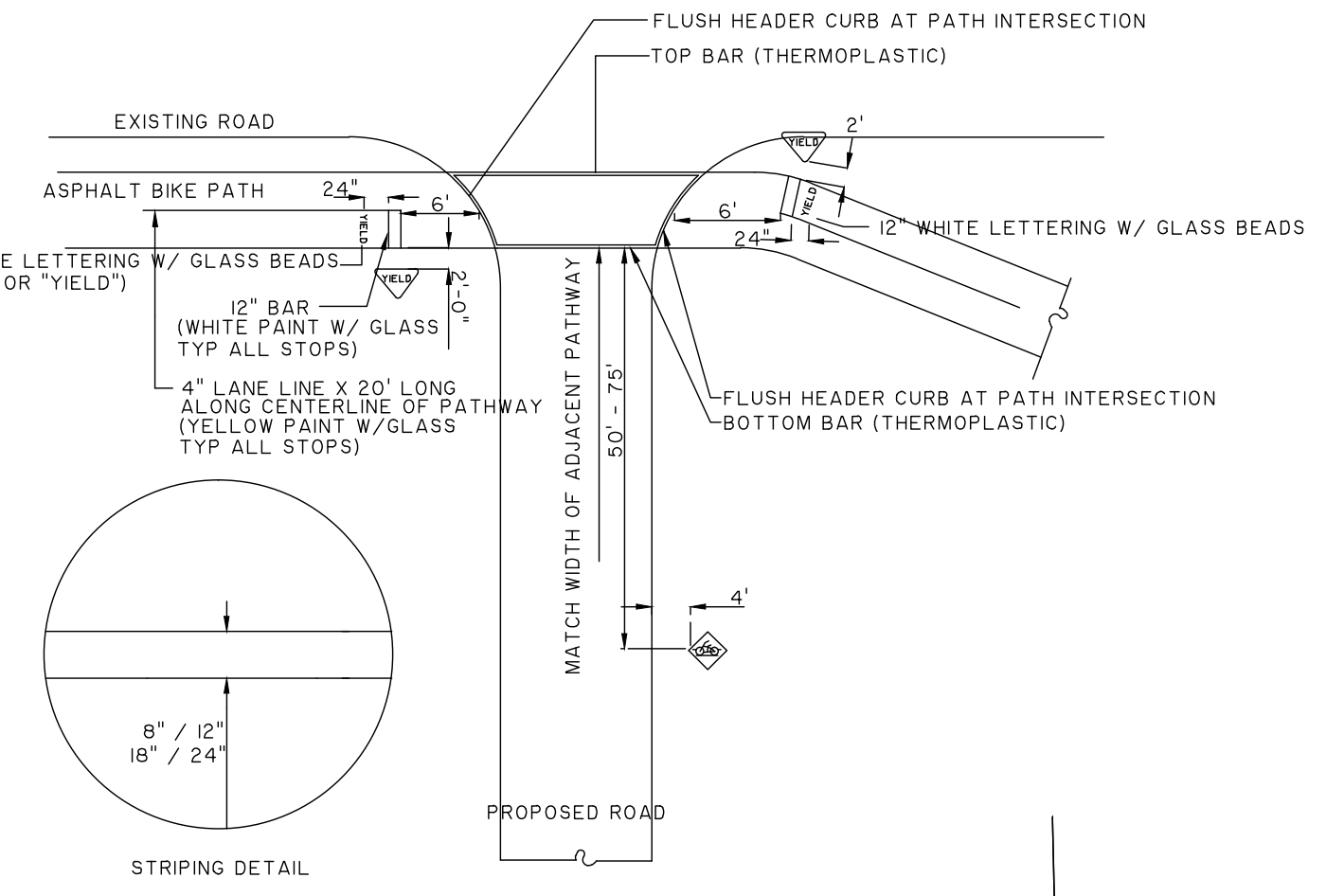
Public Hearing:

Third and Final Reading:

J:\Projects\Comm\123456 - 123456.dwg (12/18/2012 10:00:00 AM)

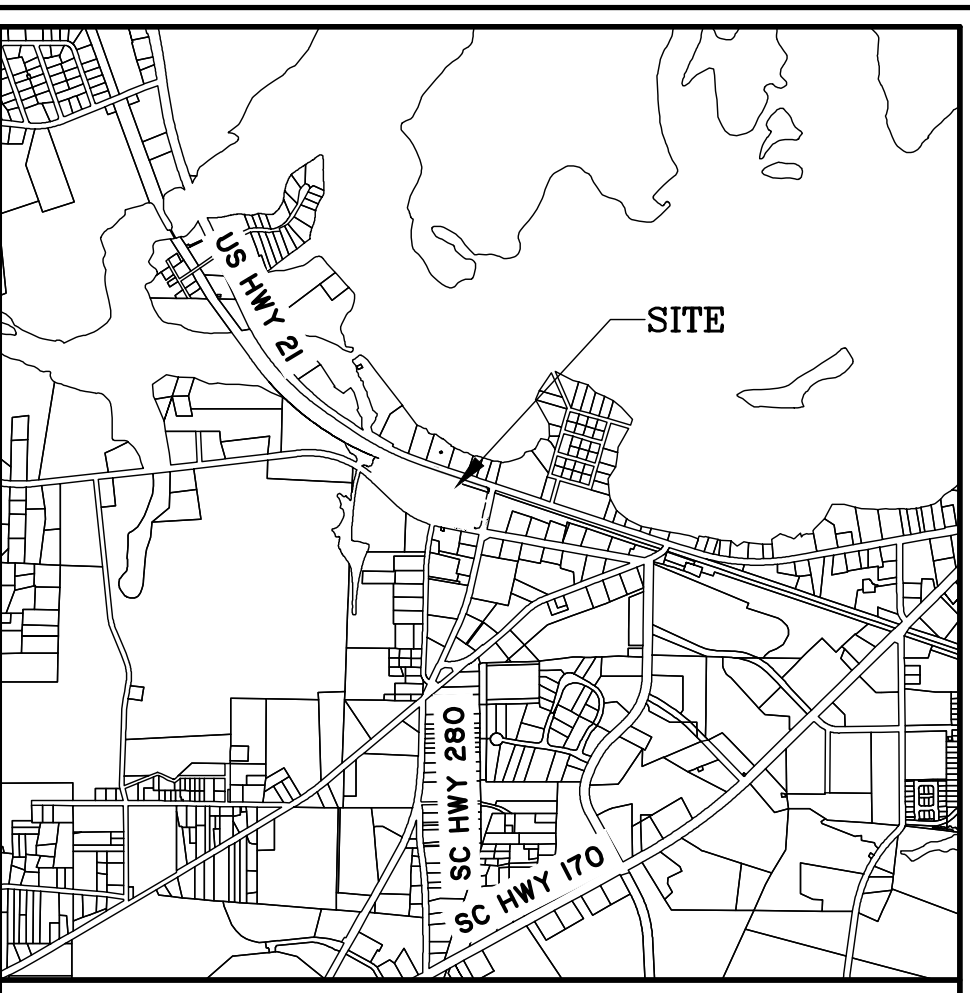


SIGNAGE-STOP GRAPHIC DETAIL
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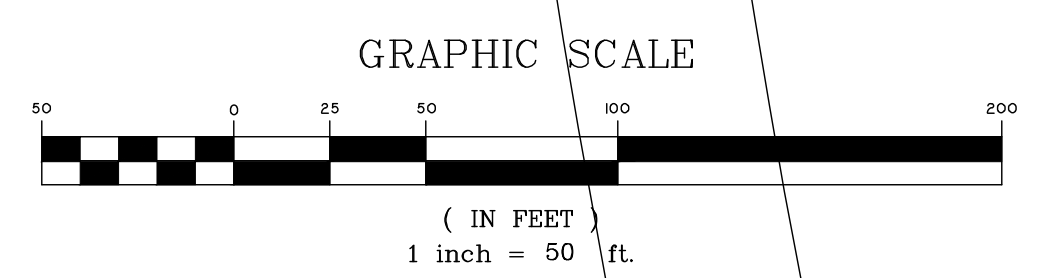
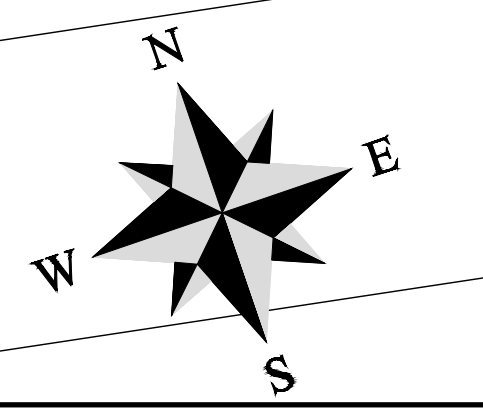


TYPICAL ROAD CROSSING DETAIL
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CONTACT: RUSTY WINDSOR



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TOTAL DISTURBED ACREAGE	17.20 AC.
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TOTAL PARKING PROVIDED	18 SPACES & 1 ADA SPACE
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JOB NO: J-23461	DATE: DECEMBER 18, 2012
DRAWN: JRW	SCALE: 1" = 50'
REVIEWED: KMS	SHEET: 1 OF 1

TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, APPENDIX I. LADY’S ISLAND COMMUNITY PRESERVATION AREA, DIVISION 2, LADY’S ISLAND EXPANDED HOME BUSINESS DISTRICT, SECTION 2.5B, LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS; DIVISION 3, NEIGHBORHOOD ACTIVITY CENTER, SECTION 3.5, LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS; AND DIVISION 5, VILLAGE CENTER, SECTION 5.5, LIMITED AND SPECIAL USE STANDARDS FOR GAS-CONVENIENCE MARTS, TO INCREASE THE MAXIMUM SIZE OF CONVENIENCE STORES IN THESE DISTRICTS FROM 2,500 TO 4,000 SQUARE FEET.

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~ shall be deleted text.

Adopted this ____ day of March, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

APPENDIX I. LADY'S ISLAND COMMUNITY PRESERVATION AREA

DIVISION 2. LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB)

Sec. 2.5. Limited and special use standards.

B. *Gas-convenience marts.*

(7) The ~~portion of the principal structure dedicated to sales-related uses~~ gross floor area of the principal structure shall not exceed ~~2,500~~ 4,000 square feet.

DIVISION 3. NEIGHBORHOOD ACTIVITY CENTER (NAC)

Sec. 3.5. Limited and special use standards.

GAS-CONVENIENCE MARTS

- The ~~portion of the principal structure dedicated to sales-related uses~~ gross floor area of the principal structure shall not exceed ~~2,500~~ 4,000 square feet.

DIVISION 5. VILLAGE CENTER (VC)

Sec. 5.5. Limited and special use standards.

GAS-CONVENIENCE MARTS

- The ~~portion of the principal structure dedicated to sales-related uses~~ gross floor area of the principal structure shall not exceed ~~2,500~~ 4,000 square feet.

2013 /

TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO, ARTICLE V, TABLE 106-1098 GENERAL USE TABLE AND SECTION 106-1292(3) VEHICULAR SALES, RENTAL AND SERVICES (TO ALLOW BOAT SALES IN COMMERCIAL SUBURBAN DISTRICTS WITH CERTAIN REQUIREMENTS).

Whereas, Standards that are underscored shall be added text and Standards ~~lined through~~ shall be deleted text.

Adopted this ___ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013
Second Reading: February 25, 2013
Public Hearing:
Third and Final Reading:

TABLE 106-1098. GENERAL USE TABLE

Land Use	Priority Areas							Rural Areas				Additional Standards (See Section)	Use Definition
	U	S	CR	CS	RD	LI	IP	R	RR	RB	RC		
VEHICULAR SALES, RENTAL AND SERVICE, GAS CONVENIENCE MARTS													
Vehicle sales or rentals	N	N	L	N	N	N	N	N	N	N	N	106-1292	<i>Automobile, light truck, boat, motorcycle sales and rentals, but no other truck sales or rentals (NAICS 4411, 441221, 441222, 5321)</i>
<u>Boat sales and service</u>	<u>N</u>	<u>N</u>	<u>L</u>	<u>L</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>L</u>	<u>N</u>		

Sec. 106-1292. Vehicular sales, rental and service

(3) Boat sales and service

a. Limited/special standards for use in all applicable districts.

- (1) No boats shall be displayed in rights-of-way, buffers, protected resource areas, or required landscaped areas.
- (2) All service bay doors shall be located perpendicular to the street of higher classification.

b. Commercial suburban districts.

- (1) All service, repair, and storage activities shall be located behind the front building line and completely screened (100 percent opacity) from rights-of-way and adjoining properties using natural buffers, fencing, buildings, or a combination thereof.
- (2) All outdoor display areas shall be located behind the front building line. Buildings and display areas shall not exceed 37 percent of the gross site area.
- (3) The scale, massing, and building design shall be compatible with the surrounding area. The structure shall be street-oriented with pedestrian entrances from the street. Buildings shall define a minimum of 50% of the street frontage.

ORDINANCE NO. _____

AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY

WHEREAS, Beaufort County desires to promote and enhance the aesthetic values of high volume traffic corridors in southern Beaufort County by the creation of the Southern Beaufort County Corridor Beautification Board (the “Board”); and

WHEREAS, the Board will advise and make recommendations to the Beaufort County Council in the planning, design, implementation, fundraising and promotion of corridor beautification, to include, but not be limited to, vegetative plantings, elements of landscape architecture, and lighting along certain county and state roads located in southern Beaufort county; and

WHEREAS, the Board shall create such technical subcommittees as may be necessary to adequately assist the Board in carrying out its functions; and

WHEREAS, County Council shall have the authority to exercise ultimate control over any County provided funds and any work that is to be performed on County controlled, owned, or maintained property; and

WHEREAS, the provisions contained in this Ordinance shall replace Beaufort County Resolution 2012/24 and to the extent necessary, Beaufort County Resolution 2012/24 is hereby revoked.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that there is hereby created a Southern Beaufort County Corridor Beautification Board that shall be organized and operated according to the following Charter Provisions:

Section1. The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.

Section 2. The Board shall be comprised of the following membership:

- a) One member from County Council District 5
- b) One member from County Council District 6
- c) One member from County Council District 7
- d) One member from County Council District 8
- e) One member from County Council District 9
- f) One member from County Council District 10
- g) One member from County Council District 11

- h) One member nominated by the Town of Bluffton for appointment by County Council
- i) One member nominated by the Town of Hilton Head Island for appointment by County Council

Section 3. Any vacancy on the board will be filled in the same manner as provided for under Section 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of County Council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

Section 4. The members shall elect a Chairperson from its membership.

Section 5. The Board shall meet at the call of the Chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the Board shall forward a copy of said minutes to the Beaufort County Council within thirty (30) days of their completion and adoption by the Board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.

Section 6. The purpose of the Board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.

Section 7. The Board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the Board shall advise and make recommendations to County Council on the expenditure of any and all County funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.

Section 8. The Board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include Board members, as well as individuals representing specialized interests in areas that would be beneficial to the Board carrying out its purpose.

Section 9. The Board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-

700 *et seq.*, as well as any applicable provisions of the Beaufort County Purchasing Ordinance.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013
Second Reading: February 25, 2013
Public Hearing:
Third and Final Reading:

AN ORDINANCE

PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY'S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO.

WHEREAS, the Board of Fire Control of the Lady's Island-St. Helena Island Fire District (the "***Board of Fire Control***"), the governing body of the Lady's Island-St. Helena Island Fire District, South Carolina (the "***District***"), has determined that the best interests of the District will be served through the clarification and confirmation of its area and boundaries (its Service Area, as hereinafter defined) within Beaufort County, South Carolina (the "***County***");

WHEREAS, such clarification and confirmation of the Service Area will aid in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District and will provide the certainty necessary for the District to comply with federal securities laws and its attendant disclosure obligations;

WHEREAS, by action previously taken, the County Council of Beaufort County, South Carolina, which is the governing body of the County (the "***County Council***"), ordered that a public hearing on the question of the clarification and confirmation of the Service Area be held in the Beaufort County Council Chambers, located at 100 Ribaut Road, Beaufort, South Carolina 29902, on the 11th day of March, 2013, at 6:00 p.m., and notice of such hearing was published once a week for three (3) successive weeks in *The Beaufort Gazette*, a newspaper of general circulation in the County; and

WHEREAS, the said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Sections 6-11-410 through 6-11-650, inclusive (the "***Enabling Act***"), of the South Carolina Code of Laws of South Carolina, 1976, as amended (the "***Code***"), to make a finding as to whether or not to clarify and confirm the Service Area.

NOW THEREFORE, BE IT ORDAINED, by the County Council in a meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "***Ordinance***") is in all respects true and correct.

Section 2. On the basis of the facts before the County Council and adduced at the public hearing held on March 11, 2013, the County Council, in order to aid the District in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District, hereby confirms the Service Area.

Section 3. The area of the District is hereby confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady's and St. Helena Islands, and those islands in the immediate vicinity, but excludes that area of Lady's Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The Service Area is generally bounded as follows:

To the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek.

The Service Area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady's, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw. (This Section 3, the "*Service Area.*")

Section 4. The County hereby expressly authorizes service by the District within the Service Area and confirms and designates the District as the provider of fire service in the Service Area pursuant to Section 6-11-435 of the Code of Laws of South Carolina, 1976, as amended.

Section 5. The District is not precluded from providing service to any portion of the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

Section 6. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds will be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in District.

Section 7. In connection with the action taken in this Ordinance, it is not anticipated that there will be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control.

Section 8. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 9. A certified copy of this Ordinance shall forthwith be transmitted to the Board of Fire Control to advise it of the action taken by the County Council.

Section 10. Pursuant to Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, the County Council will cause the required notice, in substantially similar form to that attached hereto as Exhibit A, of its action hereunder to be published in accordance with the provisions of that section.

DONE AT BEAUFORT, SOUTH CAROLINA, this 11th day of March, 2013.

BEAUFORT COUNTY COUNCIL

(SEAL)

Chairman

Attest:

Clerk to County Council

First Reading: February 11, 2013
Second Reading: February 25, 2013
Public Hearing:
Third Reading:

Exhibit A

**NOTICE PURSUANT TO SECTION 6-11-470 OF
THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, as follows:

1. Following a public hearing held on March 11, 2013, the County Council of Beaufort County (the “**County Council**”), the governing body of Beaufort County, South Carolina (the “**County**”), enacted an ordinance entitled “AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO” on March 11, 2013 (the “**Ordinance**”);
2. Pursuant to the Ordinance, the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina (the “**District**”), are confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady’s and St. Helena Islands, and those islands in the immediate vicinity, but excluding that area of Lady’s Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The area is generally bounded to the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek. This area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady’s, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw (this Section 2, collectively, the “**Service Area**”).
3. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds would be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in the Service Area.
4. In connection with the action taken in the Ordinance, there will not be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control of the District.
5. The District is not precluded from providing fire service to any area within the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

COUNTY COUNCIL OF BEAUFORT COUNTY