

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
Monday, December 14, 2015
5:00 p.m.
Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

1. CALL TO ORDER - 5:00 P.M.
2. REGULAR MEETING
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Councilman Cynthia Bensch
5. SANTA’S BLESSED HELPERS
6. PRESENTATION / \$1,000,000 CHECK FROM HILTON HEAD HUMANE ASSOCIATION FOR THE NEW ANIMAL SERVICES CAMPUS
7. RECOGNITIONS
 - A. 2015 Beaufort Boys 10 Under State Soccer Champions
 - B. 2015 Bluffton Boys 12 Under State Soccer Champions
8. INTRODUCTIONS
 - A. Mr. David Wilhelm, Public Works Director
 - B. Ms. Rebecca Baker, MS4 Coordinator



9. ADMINISTRATIVE CONSENT AGENDA

A. Approval of Minutes – November 30, 2015 caucus and November 30, 2015 regular

B. Committee Reports (next meeting)

1. Community Services (January 25 at 2:30 p.m., ECR)

a. Minutes – November 30, 2015 (backup)

2. Executive (January 11 at 3:00 p.m., ECR)

3. Finance (January 19 at 2:00 p.m., ECR)

4. Governmental (January 4 at 4:00 p.m., ECR)

5. Natural Resources (January 4 at 2:00 p.m., ECR)

6. Public Facilities (January 19 at 4:00 p.m., ECR)

C. Appointments to Boards and Commissions (backup)

10. PUBLIC COMMENT – Speaker sign-up encouraged no later than 4:45 p.m. day of the meeting.

11. CONSENT AGENDA

A. AN ORDINANCE TO TRANSFER FUNDS IN THE AMOUNT NOT TO EXCEED \$623,280.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUND TO THE GENERAL FUND FOR THE BROAD RIVER FISHING PIER REHABILITATION PROJECT (backup)

1. Consideration of second reading to occur December 14, 2015

2. Public hearing announcement – Monday, January 11, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort

3. First reading approval occurred November 30, 2015 / Vote 11:0

4. Finance Committee discussion and recommendation to approve ordinance on first reading occurred November 16, 2015 / Vote 6:0

B. CONTRACT AWARD / ENGINEERING AND CONSULTING SERVICES FOR 2015 BEAUFORT COUNTY STORMWATER MANAGEMENT IMPLEMENTATION GUIDE (backup)

1. Contract award: Applied Technology & Management, Inc., Okatie, South Carolina

2. Contract amount: \$475,000

3. Funding source: Primary Funding, Account 50250011-51160, Stormwater fees

a. \$139,412.50 from the Town of Hilton Head Island

b. \$ 47,642.50 from the Town of Bluffton

c. \$ 34,057.50 from the City of Beaufort

d. \$ 14,345.00 from the Town of Port Royal

4. Natural Resources Committee discussion and recommendation to award the contract occurred December 7, 2015 / Vote 7:0

5. Stormwater Management Utility Board approved the contract award on October 21, 2015 / Vote 7:0

C. SOUTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR FIVE PARCELS FROM T3-EDGE (R600 036 000 0001 0000, R600 036 000 001D 0000, R600 036 000 001F 0000, R600 036 000 001H 0000 AND R600 036 000 0364 0000) AND ONE PARCEL (R600 036 000 0439 0000) FROM MAY RIVER COMMUNITY PRESERVATION DISTRICT--ALL 6 PARCELS REZONED TO T2-R (RURAL) ([backup](#))

1. Consideration of first reading to occur December 14, 2015
2. Natural Resources Committee discussion and recommendation to approve ordinance on first reading occurred December 7, 2015 / Vote 7:0

D. CONTRACT AWARD / HILTON HEAD ISLAND AIRPORT RUNWAY 21 APPROACH OBSTRUCTION TREE REMOVAL ([backup](#))

1. Executive Committee discussion and recommendation to occur Monday, December 14, 2015 beginning at 2:00 p.m.

12. NEW BUSINESS

A. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000; 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 (REFUNDING OF SERIES 2007 BONDS) ([estimated scenario](#)) ([ordinance](#))

1. Consideration of first reading to occur December 14, 2015

13. PUBLIC HEARING

A. TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (CDC) TABLE 3.1.60 CONSOLIDATED USE TABLE—OFFICES & SERVICES, #17. RESIDENTIAL STORAGE FACILITY, ADDING “C” (PERMITTED USE WITH CONDITIONS) TO T4-HC (HAMLET CENTER) ([backup](#))

1. Consideration of third and final reading to occur December 14, 2015
2. Second reading approval occurred November 30, 2015 / Vote 11:0
3. First reading approval occurred November 9, 2015 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve ordinance on first reading occurred November 2, 2015 / Vote 6:0

14. MATTERS ARISING OUT OF EXECUTIVE SESSION

15. PUBLIC COMMENT - Speaker sign-up encouraged.

16. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
November 30, 2015

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

A caucus of the County Council of Beaufort County was held Monday, November 30, 2015 beginning at 4:00 p.m. in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

RECEIPT OF COUNTY ADMINISTRATOR'S TWO-WEEK PROGRESS REPORT

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from November 9, 2015 through November 27, 2015.

RECEIPT OF DEPUTY COUNTY ADMINISTRATOR / SPECIAL COUNSEL'S TWO-WEEK PROGRESS REPORT

Mr. Joshua Gruber, Deputy County Administrator / Special Counsel, presented his Two-Week Progress Report, which summarized his activities from November 9, 2015 through November 27, 2015.

DISCUSSION ITEMS

Regarding the proposed Memorandum of Understanding between the County and Hilton Head Humane Association, Mr. Caporale stated there are some items that were left open-ended intentionally (not suspicious) because they involve cost and how cost contribution would be assigned in some of these items.

Mr. Josh Gruber requested Council consider an off-agenda item, during the regular session, regarding a previously awarded contract for security installation at the Myrtle Park building as part of the renovations. For technical reasons our MIS Department recommends we utilize a different vendor than was previously awarded by Council to Encore Technology. Staff identified an alternative vendor on the GSA authorized list that would save the County approximately \$10,000 to \$15,000 on the cost of the contract.

CALL FOR EXECUTIVE SESSION

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding Pepper Hall Plantation. His law firm formerly represented the seller in this same matter.

It was moved by Mr. Flewelling, seconded by Mr. Rodman, that Council go immediately into executive session for the purpose of receiving legal advice relating to the proposed sale of property pursuant to the Beaufort County Rural and Critical Lands Program. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. RECUSAL – Mr. Vaux. (Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding Pepper Hall Plantation. His law firm formerly represented the seller in this same matter.) The motion passed.

EXECUTIVE SESSION

ADJOURNMENT

Council adjourned at 5:15 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

ATTEST:

Suzanne M. Rainey, Clerk to Council

Ratified:

Official Proceedings
County Council of Beaufort County
November 30, 2015

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

The regular session of the County Council of Beaufort County was held Monday, November 30, 2015 beginning at 5:15 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance.

INVOCATION

Chairman Paul Sommerville gave the Invocation.

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

ADMINISTRATIVE CONSENT AGENDA

Review of the Proceedings of the Caucus held November 9, 2015

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve the minutes of the caucus held November 9, 2015. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Review of the Proceedings of the Regular Meeting held November 9, 2015

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve the minutes of the regular meeting held November 9, 2015. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr.

Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Committee Reports

Community Services Committee

Contract Award / Purchase of Three 2016 Chevrolet Impalas for Disabilities and Special Needs Department

Mr. McBride, as Chairman of the Community Services Committee, reported members awarded a contract to Love Chevrolet, Columbia, South Carolina in the amount of \$54,987 for the purchase of three 2016 Chevrolet Impalas for use by the Disabilities and Special Needs Department. It was noted that Council Committees are authorized to approve contract awards over \$50,000, but less than \$100,000.

Alcohol and Drug Abuse Board

Mr. McBride, as Chairman of the Community Services Committee, nominated Mr. Worth Lippfert and Joseph Naughton to serve as members of the Alcohol and Drug Abuse Board. There are two names in nomination to fill one vacancy.

Rural and Critical Lands Board

Mr. McBride, as Chairman of the Community Services Committee and at the request of Mr. Dawson, Chairman of the Public Facilities Committee, nominated Ms. Susie Gordon-Fripp, representing Council District 1, to serve as a member of the Rural and Critical Lands Board.

Governmental Committee

Start Times of Standing Committees

Mr. Rodman, as Governmental Committee Chairman, distributed a recommended standing committee schedule.

Santa Elena Foundation Website

Mr. Rodman, as Governmental Committee Chairman, highlighted the array of upcoming events hosted by the Santa Elena Foundation.

Economic Development

Mr. Rodman, as Governmental Committee Chairman, reported members and Mayors met November 23, 2015 to discuss how to proceed with economic development, which is a priority of Council from our last retreat. The consensus is to form an Economic Development

Corporation. In the next month, the four members of Council and four Mayors will meet to see if we can reach consensus whether to (i) join an Alliance right now, (ii) join an Alliance later, which would mean going it alone for some period of time, (iii) declare an impasse, or (iv) return to the Network (not the Lowcountry Economic Alliance). The goal is to resolve this issue in advance of Council's annual planning meeting February 11, 2016 to provide an opportunity to decide priorities and funding.

Lady's Island / St. Helena Island Fire District Commission

Mr. Rodman, as Chairman of the Governmental Committee, nominated Mrs. Melinda Ellis, representing at-large, to serve as a member of the Lady's Island / St. Helena Island Fire District Commission.

Public Facilities Committee

County Transportation Committee

Mr. Dawson, as Chairman of the Public Facilities Committee, nominated Mr. Joseph Stroman, representing Council District 1; Mr. Mark McCain, representing Council District 2; Mr. Craig Forrest, representing Council District 6; and representing Mr. Bob Arundell, Council District 8, to serve as members of the County Transportation Committee.

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

INTRODUCTION

Dr. Al M. Panu, Chancellor, University of South Carolina-Beaufort

Chairman Sommerville introduced Dr. Al M. Panu, who was appointed by USC President Harris Pastides, to succeed Dr. Jane Upshaw, who retired after devoting more than 30 years of service to USC-B. Dr. Panu's appointment culminates a nearly 30-year career within the University System of Georgia, working closely with students, faculty, administrators and alumni as well as local and state leaders. Born in the Democratic of Congo, Dr. Panu earned a B.S. in Chemistry at Tuskegee, Alabama, an M.S. in Chemistry at the University of Alabama, and a Ph.D. in Chemistry at the University of Georgia. He was awarded a post-doctoral research fellowship at Emory University.

PUBLIC COMMENT

The Chairman recognized Mr. Tommy O'Brien, a resident of Burton, who asked, "Why are stormwater utility vehicles and equipment working on private driveways"? He submitted several images of a private dirt driveway at 61 Paige Point Road.

Mr. Barry Johnson, legal counsel for the Graves Family, looks forward to continued discussions with Mr. Tom Keaveny, County Attorney; Mr. Tony Criscitiello, Planning Director; Mr. Rob

Merchant, Long-Range Planner, and, through them, with you, to resolve all issues and to bring back an agreeable Development Agreement and an agreeable deed covenant restriction.

Mr. Robert Graves, owner of Pepper Hall Plantation, asked Council to listen to each other. He, too, wants Council to listen. We need to work together. We believe in the spirit of compromise.

Mrs. Kerry Johnson, a resident of Bluffton, asked Council to use all means available to block Muslim refugee relocation to Beaufort County.

Mr. Terry Hatchell, Managing Partner, Island West Commercial Associates, LLC, requested a meeting with County administration for the purpose of discussing proposed condemnation of a 0.374 acre portion of Parcel R600 021 000 0659 0000 and the County's \$700.00 offer of July 11, 2013.

OLD BUSINESS

PEPPER HALL PLANTATION PROPERTY / REQUEST TO CHANGE THE FUTURE LAND USE DESIGNATION AND TO REZONE PORTIONS OF AN ASSEMBLAGE OF 7 PARCELS EQUALING APPROXIMATELY 113 ACRES LOCATED ON THE NORTH SIDE OF U.S. HIGHWAY 278 BETWEEN THE OKATIE RIVER AND GRAVES ROAD FROM RURAL WITH TRANSITIONAL OVERLAY (APPROXIMATELY 33 ACRES FRONTING U.S. HIGHWAY 278) AND RURAL (80 ACRES OF THE REMAINDER OF THE PROPERTIES) TO COMMERCIAL REGIONAL (APPROXIMATELY 65 ACRES FRONTING U.S. HIGHWAY 278) AND SUBURBAN (APPROXIMATELY 48 ACRES AT THE REAR OF THE PROPERTIES)

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding Pepper Hall Plantation. His law firm formerly represented the seller in this same matter.

Motion to postpone: It was moved by Mr. Stewart, seconded by Mr. Rodman, that Council postpone the matter until the February 8, 2016 meeting of Council, that the Chairman appoint or reconstitute, the previous Development Agreement Subcommittee, and that both parties, in good faith, try to negotiate an agreement.

Mr. Rodman asked Mr. Stewart, maker of the motion, to change the postpone date from February 8, 2016 to January 25, 2015. Mr. Stewart is reluctant to change the date pending the upcoming Christmas and New Year holidays, it is prudent to give ourselves a little leeway, and we can always finish sooner.

Mr. Rodman asked Mr. Stewart, maker of the motion, to consider adding Mr. Fobes, who is an attorney and resides south of the Broad River, as well as Mr. Sommerville, who participated in the meetings, to the Development Agreement Subcommittee, thereby increasing the membership from three to five.

Mr. Sommerville stated subcommittee members are appointed by the Chairman and, therefore, is not willing to make the appointments as recommended by Mr. Rodman.

The vote on the motion to postpone: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman and Mr. Stewart. NAYS – Mr. Sommerville. RECUSAL - Mr. Vaux (recused himself, left the room, and was not present for any of the discussion regarding Pepper Hall Plantation. His law firm formerly represented the seller in this same matter). The motion passed.

Mr. Vaux reentered the room.

NEW BUSINESS

EMERGENCY RESOLUTION TO WAIVE COUNTY PROCUREMENT PROCEDURES WHICH WILL ALLOW THE COUNTY TO ENTER INTO A CONTRACT WITH JS CONSTRUCTION FOR THE CONSTRUCTION OF THE BERKLEY HALL/ST. GREGORY FRONTAGE ROAD ALONG U.S. HIGHWAY 278, WHICH HAD BEEN DELAYED FOR YEARS IN LITIGATION, TO BE COMPLETED BY AUGUST 15, 2016

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council adopt an emergency resolution to waive County Procurement Procedures which will allow the County to enter into a contract with JS Construction for the construction of the Berkley Hall/St. Gregory Frontage Road along U.S. Highway 278, which had been delayed for years in litigation, to be completed by August 15, 2016. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSTAINED - Mr. Vaux (his law firm represents JS Construction). The motion passed.

TEXT AMENDMENT TO COMMUNITY DEVELOPMENT CODE (CDC) TABLE 3.1.60 CONSOLIDATED USE TABLE—OFFICES & SERVICES, #17. RESIDENTIAL STORAGE FACILITY, ADDING “C” (PERMITTED USE WITH CONDITIONS) TO T4-HC (HAMLET CENTER)

This item comes before Council under the Consent Agenda. Discussion occurred at the November 2, 2015 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on second reading a text amendment to the Community Development Code (CDC) Table 3.1.60 Consolidated Use Table - Offices and Services, #17. Residential Storage Facility, adding “C” (Permitted Use with Conditions) to T4-HC (Hamlet Center). The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing on Monday, December 14, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

AN ORDINANCE TO TRANSFER FUNDS IN THE AMOUNT NOT TO EXCEED \$623,280.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUND TO THE GENERAL FUND FOR THE BROAD RIVER FISHING PIER REHABILITATION PROJECT

This item comes before Council under the Consent Agenda. Discussion occurred at the November 16, 2015 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on first reading an ordinance to transfer funds in the amount not to exceed \$623,280.00 from the 3% Local Accommodations Tax Fund to the General Fund for the Broad River Fishing Pier Rehabilitation Project. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

CONTRACT AWARD / MASTER SERVICES AGREEMENT FOR BEAUFORT COUNTY AIRPORT AT LADY'S ISLAND AND HILTON HEAD ISLAND

This item comes before Council under the Consent Agenda. Discussion occurred at the November 16, 2015 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve the indefinite delivery contract extension to Talbert, Bright, and Ellington to perform the required consulting services; and, furthermore, to authorize County staff to negotiate contracts with Talbert, Bright, and Ellington depending on the type of Airport project and the availability of the firm to meet the County's schedule and approved budget. The estimated contract value would be up to \$2.25 million, over a period of 2.5 years and would be funded primarily from FAA grant funding for AIP eligible projects (95% covered by the FAA (90%), SCAC (5%) and Beaufort County (5%)). The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

MEMORANDUM OF UNDERSTANDING BETWEEN BEAUFORT COUNTY AND HILTON HEAD HUMANE ASSOCIATION (PARTNERSHIP FOR NEW ANIMAL SERVICES BUILDING)

This item comes before Council under the Consent Agenda. Discussion occurred at the November 16, 2015 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council enter into a Memorandum of Understanding between Beaufort County and Hilton Head Humane Association for a joint partnership for a new animal services building. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

PUBLIC HEARING

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, SOUTH CAROLINA (S.C. HIGHWAY 170 UTILITY EASEMENT FOR PALMETTO ELECTRIC COOPERATIVE, INC.)

The Chairman opened a public hearing beginning at 6:01 p.m. for the purpose of receiving input from the public regarding an ordinance to authorize the execution and delivery of a ten-foot utility easement to Palmetto Electric Cooperative, Inc. for the underground cables located on parcel R600 029 0000 0126 0000. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:02 p.m.

It was moved by Mr. Dawson, as Chairman of the Public Facilities Committee (no second required), that Council approve on third and final reading an ordinance to authorize the execution and delivery of a ten-foot utility easement to Palmetto Electric Cooperative, Inc. for the underground cables located on parcel R600 029 0000 0126 0000. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

MATTERS ARISING OUT OF EXECUTIVE SESSION

There were no matters arising out of executive session.

The Chairman passed the gavel to the Vice Chairman in order to make a motion to hear an off-agenda item.

OFF-AGENDA ITEM

It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Council hear an off-agenda item regarding a previously awarded contract to Encore Technology for security installation at the Myrtle Park building as part of the renovations. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch. The motion passed.

It was moved by Mr. Sommerville, seconded by Mr. Flewelling, that Council replace the previously approved vendor, Encore Technology, with CodeLynx LLC, Charleston, South Carolina to provide security installation at the Myrtle Park building as part of the renovations. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

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

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:59 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST: _____
Suzanne M. Rainey, Clerk to Council

Ratified:

COMMUNITY SERVICES COMMITTEE

November 30, 2015

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

The Community Services Committee met Monday, November 30, 2015 beginning at 2:30 p.m. in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Committee Chairman William McBride, Vice Chairman Gerald Dawson and Committee members Rick Caporale, Steven Fobes, Alice Howard and Tabor Vaux. Non-committee members Cynthia Bensch, Paul Sommerville and Jerry Stewart present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Allison Coppage, Assistant County Attorney; Phil Foot, Assistant County Administrator–Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Gary Kubic, County Administrator; Fred Leyda, Director, Human Services Alliance; Shannon Loper, Deputy Director, Parks and Leisure Services Department; Bill Love, Director, Disabilities and Special Needs Department; Scott Marshall, Director, Parks and Leisure Services Department; Monica Spells, Assistant County Administrator–Civic Engagement and Outreach; and Dave Thomas, Purchasing Director.

Media: Joe Croley, *Lowcountry Inside Tract*.

Councilman McBride chaired the meeting.

ACTION ITEMS

- 1. Consideration of Reappointments and Appointments**
 - Alcohol and Drug Abuse Board**

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

Motion: It was moved by Mr. Sommerville, seconded by Mr. Dawson, that Committee nominate Mr. Worth Lippfert for appointment to serve as a member of the Alcohol and Drug Abuse Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mrs. Howard and Mr. Vaux. The motion passed.

Motion: It was moved by Mr. Vaux, seconded by Mr. Caporale, that Committee nominate Mr. Joseph Naughton for appointment to serve as a member of the Alcohol and Drug Abuse Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mrs. Howard and Mr. Vaux. The motion passed.

Recommendation: Council nominate Mr. Worth Lippfert and Mr. Joseph Naughton for appointment to fill one vacancy on the Alcohol and Drug Abuse Board.

2. 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

Motion: It was moved by Mr. Dawson, seconded by Mr. Vaux, that Committee nominate Ms. Susie Fripp-Gordon, representing Council District 1, for appointment to serve as a member of the Rural and Critical Lands Preservation Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mrs. Howard and Mr. Vaux. The motion passed.

Recommendation: Council nominate Ms. Susie Fripp-Gordon, representing Council District 1, for appointment to serve as a member of the Rural and Critical Lands Preservation Board.

INFORMATION ITEMS

3. Informational Update / Memorandum of Understanding with Love House Learning Academy Regarding Services for After School Care and Senior Programs

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

Discussion: Mr. Scott Marshall, Director, Parks and Leisure Services Department, reviewed this item with the Committee. He presented to the committee a proposed extended Memorandum of Understanding with Love House Learning Academy that will commence on December 19, 2015 and terminate on June 30, 2016 to provide after school care and senior programs. Thereafter, the County will issue an invitation for bid.

Status: Informational purposes only.

4. Consideration of Contract Award / Request to Purchase Three New 2016 Chevrolet Impalas from State Contract for Beaufort County's Department of Disabilities and Special Needs

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

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Purchasing Department received a request from the Department of Disabilities and Special Needs to purchase three 2016 Chevrolet Impalas from Love Chevrolet, a State contract vendor. The new vehicles will replace a 1999 Ford Crown Victoria with 184,651 plus miles, a 2001 Ford Crown Victoria with 176,158 plus miles, and a 2001 Ford Crown Victoria that was totaled in March 2015. First Vehicle Services recommends replacing these vehicles due to the high mileage and repair cost. In FY 2014, General Obligation Bond funds amounting to \$450,000 were to be used by Disabilities and Special Needs to purchase vehicles. Six minivans were approved by Council on January 26, 2015 in the amount of \$141,246; and three wheelchair-accessible vans and two buses were approved March 23, 2015 in the amount of \$235,535. That leaves \$73,219 remaining in FY 2014 General Obligation Bonds.

Motion: It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee award a contract to Love Chevrolet, Columbia, South Carolina in the amount of \$54,987 for the purchase of three 2016 Chevrolet Impalas for use by the Disabilities and Special Needs Department. Funding will come from account 24410011-54000, Disabilities and Special Needs Admin-Vehicle Purchases. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride, Mrs. Howard and Mr. Vaux. The motion passed.

Status: Committee awarded a contract to Love Chevrolet, Columbia, South Carolina in the amount of \$54,987 for the purchase of three 2016 Chevrolet Impalas for use by the Disabilities and Special Needs Department. Funding will come from account 24410011-54000, Disabilities and Special Needs Admin-Vehicle Purchases.

5. Presentation / Human Services Department / Housing Consideration: Mobility and Family Stability

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

Discussion: Mr. Fred Leyda, Director, Human Services Alliance, presented the Committee with a PowerPoint presentation on the topic of mobility and family stability. The presentation provided an overview of housing considerations, a basic need, income comparison for poor families per county versus nationwide, county health rankings and roadmaps, as well as statistics on families living in hotels, cars or with friends, people with disabilities, and housing solutions.

Mr. Gary Kubic, County Administrator, informed the Committee of the situations within Beaufort County during cold weather months. He spoke of the dilemmas associated with finding overnight accommodations for those who have no warm place to go at night. Since Beaufort County does not have a homeless shelter, we rely heavily on churches to provide accommodations or personal dollars to transport individuals to shelters in Savannah, Georgia. He has tasked the Human Services Alliance to challenge agencies to make evening housing available.

Mrs. Bensch inquired about the house, located on Old Miller Road, that the County was considering purchasing.

Mr. Kubic said the County was looking at purchasing a home owned by USC-Beaufort located on Old Miller Road to be used as a Disabilities and Special Needs Adult Day Care Center, not as a homeless shelter. The two-story design was problematic due to state and federal regulations. The cost associated with renovating the structure would have exceeded that of building a new structure.

Mr. Caporale wanted to know if the property is still available and if the same regulations apply to that of a homeless shelter versus an adult day care for disabilities and special needs.

Mr. Kubic would like to encourage the Alliance and human service agencies, working as a group, to focus on the problem of placing individuals during cold temperatures.

Mr. McBride mentioned drafting a resolution to address the issue of placement of individuals during cold temperatures. Mr. Kubic said the staff will draft a resolution.

Mr. Caporale mentioned giving the County Administrator permission to respond to emergency situations and extenuating circumstances. He mentioned the possibility of utilizing hotels for overnight accommodations for those individuals, who do not pose a threat.

Mr. Kubic stated Beaufort Memorial Hospital offers a voucher system for use at hotels; however, if there are other issues involved (alcoholism, mental health issues, previous reputation, etc.) the vouchers may not be accepted.

Status: Staff to prepare a resolution to address the placement of individuals during cold temperatures.

6. Consideration of Reappointments and Appointments

- Children's Foster Care Review Board**

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

Status: No nominations were made.

7. Consideration of Reappointments and Appointments

• **Library Board**

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

Status: No nominations were made.

DRAFT

Boards and Commissions

Reappointments and Appointments
December 14, 2015

1 Community Services Committee

Alcohol and Drug Abuse Board (Two nominees for one vacancy)

<u>NominatedD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
11.30.15	Worth Lippfert	At-Large	Appoint	6 / 11	4	2/20
11.30.15	Joseph Naughton	At-Large	Appoint	6 / 11	4	2/20

Rural and Critical Lands Review Board

<u>NominatedD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
11.30.15	Susie Fripp-Gordon	Council District 1	Appoint	6 / 11	Partial Term	2/17

2 Governmental Committee

Lady's Island / St. Helena Island Fire District Commission

<u>NominatedD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
11.30.15	Melinda Ellis	At-Large	Appoint	6 / 11	Partial Term	5/16

3 Public Facilities Committee

County Transportation Committee

<u>NominatedD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
11.30.15	Joseph Stroman	Council District 1	Appoint	6 / 11	1	2/17
11.30.15	Mark McCain	Council District 2	Appoint	6 / 11	3	2/19
11.30.15	Craig Forrest	Council District 6	Appoint	6 / 11	3	2/19
11.30.15	Bob Arundell	Council District 10	Appoint	6 / 11	3	2/19

ORDINANCE NO. _____

AN ORDINANCE TO TRANSFER FUNDS IN THE AMOUNT NOT TO EXCEED \$623,280.00 FROM THE 3% LOCAL ACCOMMODATIONS TAX FUND TO THE GENERAL FUND FOR THE BROAD RIVER FISHING PIER REHABILITATION PROJECT

WHEREAS, County Council is authorized to utilize the 3% Local Accommodations Tax Fund for certain limited purposes, including cultural, recreational or historic facilities and highways, roads, streets, bridges and boat ramps providing access to tourist destinations; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states “the authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Local Accommodations Tax Account,’ shall be by ordinance duly adopted by the County Council”; and

WHEREAS, the northernmost 1800 feet of the former Broad River Bridge, originally constructed in 1957, was converted to a fishing pier in 2004; and

WHEREAS, the Broad River Fishing Pier provides access to the Broad River for the enjoyment of both Beaufort County citizens and tourists; and

WHEREAS, O’Quinn Marine Construction has completed Stage 1 for the Broad River Fishing Pier Rehab and has presented a preservation plan; and

WHEREAS, the plan includes repair and preservation work on the pier from the shoreline to the end of the pier along with annual inspections and monitoring; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to transfer funds in the amount of \$623,280.00 from the 3% Local Accommodations Tax Fund to the general fund for the Broad River Fishing Pier Project.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, hereby transfers funds in the amount not to exceeding \$623,280.00 from the 3% Local Accommodations Tax Fund to the General Fund for the Broad River Fishing Pier Project.

Done this _____ day of _____, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney
First Reading: November 30, 2015
Second Reading:
Public Hearing:
Third and Final Reading:



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

TO: Councilman Brian Flewelling, Chairman, Natural Resources Committee
FROM: Dave Thomas, Purchasing Director
SUBJ: RFQ # 07022015 Request for Qualifications to Provide ENGINEERING AND CONSULTING SERVICES FOR 2015 BEAUFORT COUNTY STORMWATER MANAGEMENT IMPLEMENTATION GUIDE
DATE: December 7, 2015

BACKGROUND: Beaufort County Purchasing Department issued a Request for Qualifications (RFQ) for engineering and consulting services for the 2015 Beaufort County Stormwater Management Implementation Guide project, and update to the 2006 Stormwater Management Plan. The proposal requested that the vendor consultant provide services to update the 2006 Stormwater Management Plan. The Evaluation Committee consisted of five (5) staff members representing the County and the four municipal jurisdictions participating in the study: Eric Larson - Beaufort County Stormwater Management; Bryan McIlwee - Town of Hilton Head Island; Jeremy Ritchie - Town of Bluffton; Lamar Taylor - City of Beaufort; and Van Willis - Town of Port Royal. Beaufort County received four (4) responses to the RFQ. They reviewed and evaluated all RFQs, and decided to interview all four (4) vendors listed below; Applied Technology & Management, Inc. (ATM) was selected and ranked the number one (1) firm. The final ranking is as follows:

1. Applied Technology & Management, Inc., Okatie, SC
2. Ward Edwards Engineering, Bluffton, SC
3. Bowman Consulting Group, Ltd., Chantilly, VA
4. The Center for Watershed, Protection, Ellicott City, MD

During the October 21, 2015 Stormwater Management Utility Board Meeting, the board voted unanimously to recommend the contract to ATM for the \$475,000 Management Plan Update.

The term of the contract will be effective December 15, 2015 to June 30, 2017. Contract fees for the Stormwater project were negotiated with Applied Technology & Management, Inc. (ATM), with the results attached to this recommendation.

FUNDING Primary Funding - 50250011-51160, Stormwater fees.
Cost share reimbursements: \$139,412.50 from the Town of Hilton Head Island
\$ 47,642.50 from the Town of Bluffton
\$ 34,057.50 from the City of Beaufort
\$ 14,345.00 from the Town of Port Royal

PROPOSED COST: \$475,000 (County portion = \$239,542.50)

FOR ACTION: Natural Resources Committee meeting December 7, 2015.

RECOMMENDATION: The Purchasing Department recommends that the Natural Resources Committee approve and recommend to County Council approval of the contract award of \$475,000 to Applied Technology & Management, Inc. (ATM), for Engineering and Consulting Services for the 2015 Beaufort County Stormwater Management Implementation Guide.

ATTACHMENTS:

- ATM Draft Contract
- ATM Fee Schedule
- ATM Fee Breakdown
- ATM Projected Project Schedule

- CC: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*
Monica Spells, Assistant County Administrator, Civic Engagement and Outreach *Spells*
Don Smith, Chairman, Beaufort County Stormwater Board *DS*
Eric W. Larson, Division Director for Environmental Engineering *E.Larson*

Presentation to Natural Resources Committee

Stormwater Management Plan Update

December 7, 2015

Need for the Project

- Latest Management Plan based on 2004 data
- Significant Development in County since 2004 **and increase in impervious area**
- 2006 Plan Developed Prior to SW Volume Control Ordinance
- 2006 SW Management Plan was not inclusive to all of the county areas
- Water Quality Issues since 2006, Okatie River TMDL, May River Degradation, etc.
- Previously recommended Capital Improvement Projects in Management Plan is Outdated
- Management Plan mandated by New MS4 Program and is in the County's NOI and new MS4 Permit

Need to Update SW Mgt. Plan

- County & Municipalities Identified the need to update SW Management Plan
- All need to work together to address drainage issues and water quality goals impacts
- All will need to comply with MS4 regulations which requires a SW Management Plan
- All now have new rate models and can update CIP in tandem for maximizing use of public funds
- Beaufort County needs one of the strongest programs in the US to meet its Water Quality Goals and to protect its unique estuarine environment

Selection of Consultant & Scope Development

The need for the SW Management Plan Update was first introduced nearly three years ago, then the selection and scope development proceeded:

- ✓ June 2014 - County issues RFQ for Overall Stormwater Program Update
- ✓ July 2014 - County received 6 proposals
- ✓ August 2014 - Selection team of key County Staff, ATM Selected
- ✓ July 2015 - County Issues Separate RFQ for preparation of SW Management Plan update
- ✓ August 2015 - Consultant Selection Committee appointed to include engineering representatives from Hilton Head Island, Bluffton, Port Royal, Beaufort and Beaufort County
- ✓ October 2015 - Proposals evaluated by selection committee and four consulting firms identified for interview, ATM Selected

Development of Scope of Work & Budget

- ✓ August 2015 - ATM and County jointly develop Initial Scope of Work and Detailed Budget in accordance with target work plans and budget.
- ✓ September 2015 - Multiple SWIC reviews and SWIC approves Scope, Budget and Cost Allocation
- ✓ October 2015 - Cost Sharing Agreement was formulated and forwarded to Municipalities and County through a MOA
- ✓ October 2015 – Municipalities await County to contract for the work before signing MOAs
- ✓ October 2015 - Consultant Selection, scope of work and budget approved by the Storm Water Advisory Board

Review of Technical Scope of Work

- The Technical Scope of Work is broken down into 11 separate Tasks. A brief summary of each Task and the main reasons why the Task needs to be undertaken follows:

Task #1 Scoping Meeting w/SWIC

- Final draft scope of work discussed at SWIC Meeting on October 2015, final comments received and the scope of work was approved
- Critical to have all SWIC member organizations agree on the scope of work
- Agreement on detailed scope of work reached among all SWIC member organizations including cost sharing breakdown

Task #2 Review & Analysis of 2006 SWMP

- Current SWMP was developed prior to MS4 Regulations
- Current SWMP is nearly 10 years old and by MS4 Regulations and the NOI, must be updated
- Current SWMP was developed prior to SW Volume Control regulations
- Current SWMP recommendations do not appear to achieved the Water Quality goals set by the County

Task #3 Public Meetings to Gain Citizen Input

- Required by MS4 and is included in the NOI and new MS4 Permit
- Rural area concerns over lack of attention to SW issues in rural area
- Provide Citizens a means for the County to explain to the public the goals of the SWMP Update
- Provide Citizens a means to give input to the County on SW related issues
- Citizen understanding and input is critical to Citizen “Buy In” of the SWMP

Task #4 Review of WQ Data Base

- The MS4 permit mandates the collection of water quality data and its analysis
- Currently Beaufort, Port Royal and Beaufort County share in a joint monitoring program
- Thousands of samples have been collected over the last ten years to try to pin point sources of continued water quality degradation
- Data will be reviewed to find trends or “hot spots” and potential sources
- Make recommendations for changes in the current water quality collection program

Task #5 Previous WQ Modeling Information

- In 2004-2006 extensive computer modeling of all watersheds in the County was undertaken
- Goal is to look at each watershed to determine changes in density & impervious areas and current development trends to determine which watershed models need to be updated
- Need to incorporate SW Volume Control Regulations into models
- Need to update major SW infrastructure data base throughout the County and Municipalities
- Using currently available data, assess contribution from sea level rise on SW systems

Task #6 Review & Update CIP Based on Model Output

- Current CIP developed 10 years ago and few projects have been implemented
- Existing CIP projects will be re-evaluated to see if they are still applicable or need modification
- Using ATM's recent SW Rate Study, identified projects will be "blended" with the new SW rate structure to develop a funding plan and schedule
- Develop, in conjunction with SWIC members, a final County-wide CIP and funding plan

Task #7 Key Elements Needed for New SW Ordinance & BMP Manual

- Make Recommendations for Development of New SW ordinance and manual to promote commonality as much as possible
- Ordinance and BMP Manual Required by the County's NOI and MS4 Permit
- Outline key areas to be addressed in development of a new SW ordinance and BMP Manual
- Benchmark current ordinance and BMP manual against others in the County, SC and the SE

Task #8 Completion of Drainage Systems Inventory

- Municipal & County drainage systems are heavily integrated
- The MS4 Permit requires continued update of drainage systems
- Consultant will work with SWIC to identify drainage systems not in GIS

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- Consultant will work with SWIC to identify drainage systems not in GIS

Task #9 Review of LOS & EOS

- Given heavy growth and infill development:
 - Revisit with SWIC members current LOS and EOS
 - Work to develop updated common County-wide LOS and EOS as much as possible

Task #10 SWMP Operational Plan

- Work with the SWIC to develop a common Operational Plan to implement the requirements of each entity's MS4 Permit Requirements
- This will include such items as inspections, enforcements, plan reviews & Water Quality monitoring

Task #11 Report & Presentations

It is critical that Elected Officials, Boards and participating governmental entities and the Public as a whole understand and can provide input into the Final SWMP Update

- Review draft final report with SWIC and gain member input
- Present final report to SWUB, NRC and County Council
- Present report findings to Councils of each municipality
- Provide DHEC a copy of the final report to comply with MS4 Permit requirements

Cost Sharing Breakdown

- All the municipalities have agreed to participate in the SWMP Update process and have MOA's in hand
- Cost sharing is as follows:

County -	\$ 239,539
Hilton Head -	\$139,415
Bluffton -	\$47,643
Port Royal -	\$14,345
City of Beaufort -	<u>\$34,058</u>
Total =	\$ 475,000

Summary

- ✓ Much of what is in the SWMP Update is **required by the County's & Municipalities MS4 Permits**
- ✓ If Beaufort County is going to continue to focus on water quality the 2006 SWMP must be updated to reflect successful areas and changes where needed
- ✓ Effort will involve all local governments in a cooperative and uniform effort to continue to work towards improvement and protection of water quality county-wide
- ✓ Funding is within budget goals set in the current budget for the County and the municipalities.

CONTRACT

THIS CONTRACT is made this **December 15, 2015**, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Applied Technology & Management, Inc. (hereinafter referred to as "Contractor"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP Number 07122015 dated May 22, 2015 (advertised in The Island Packet/Beaufort Gazette on May 15, 2015, Addendum dated June 23, 2015 and Contractor's Proposal dated July 2, 2015.

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into this contract relating Engineering and Consulting Services for the 2015 Stormwater Management Implementation Guide subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of this Contract shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Contract without the written consent of the County.
- D. This Contract, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind either party hereto.
- E. It is understood that this Contract shall be considered exclusive between the parties.
- F. Any provisions of this Contract found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 BACKGROUND/SCOPE OF WORK

Background

The Contractor does hereby offer to the County services for the purpose of providing engineering and consulting services for assisting the County Stormwater Utility with various regulatory and engineering projects as may be requested by the Stormwater Utility Manager as contained and described in future the Scopes of Work as may be mutually agreed to by the parties.

Scope of Work

The Contractor will assist the County with a detailed update of its 2006 Stormwater Management Plan as follows:

Section 1 - Introduction:

In February 2006 Thomas & Hutton Engineers and Camp Dresser and McKee, Inc. completed the first overall Stormwater Management Plan (SWMP) for Beaufort County and the adjoining municipalities. This study was undertaken as the overall water quality within waterbodies in the County and its adjoining municipalities were being adversely impacted by rapid growth in many areas of the County. In addition to water quality issues, the County was also experiencing flooding in a number of areas.

Up until 2006, stormwater management was flood prevention management and focused primarily on moving stormwater away from roads and developments as rapidly as possible with minimal concerns for the impacts the rapid movement of stormwater had on the unique and sensitive estuarine environment that exists throughout Beaufort County. In the mid-1990's the Clean Water Task Force began to study these impacts and began to quantify stormwater runoff impacts on the estuary. In 2001 the County created the current Stormwater Utility to begin to address not only flooding issues but also current stormwater design practices and their impacts on the estuarine environment.

In 2006 the County began implementation of recommendations from the SWMP. The major recommendations of the SWMP included:

- Establish a Level of Service (LOS) and Extent of Service (EOS) for both water quality and flood control
- Identify areas where increases in the conveyance capacity of the Primary Stormwater Management System and/or stormwater retention was needed to control peak stormwater flow and flooding
- Implement a series of Stormwater Best Management Practices (BMPs) to provide treatment of stormwater prior to its discharge to the estuary
- Identify and create where practicable regional stormwater treatment facilities, especially in already developed areas
- Implement development controls and the inclusion of BMPs for all new land developments

- Create a GIS-based inventory of all stormwater conveyance systems in the County

Since 2006 the County has:

- Established the LOS and EOS for the County Stormwater Utility
- Developed a Capital Improvements Plan to implement findings of the 2006 SWMP modeling efforts and recommendations for both flooding and water quality improvement
- Created an in-depth and detailed Stormwater BMP manual for use with all development within the County
- Began key stormwater retrofit projects (e.g. Okatie East, County Services Center Parking Lot impervious area conversion)
- Implemented ordinances with the County ZDSO that require stormwater treatment and discharge systems to meet certain requirements
- Continued to build its inventory of existing stormwater conveyance systems

In addition the municipalities have implemented many of their own stormwater conveyance systems and water quality BMPs. For example:

- Bluffton has developed its own BMP design manual as well as a Stormwater Ordinance, undertaken improvements in the Bluffton Park area and has developed an estimate of the total impervious cover in and around the Town.
- Hilton Head has implemented many new stormwater control systems with associated BMPs and is currently in the first phases of dredging and cleaning of the many aged stormwater ponds within the community. The Town has also adopted the County's Stormwater BMP manual for use with the design of new stormwater system.
- The City of Beaufort has adopted the County's Stormwater BMP manual as well, developed its Stormwater Ordinance, has incorporated stormwater quality BMPs into its newest planning documents and is in the process of identifying aged stormwater infrastructure for capital planning purposes.
- The Town of Port Royal has constructed the first regional Stormwater Management system and continues to expand the scope of the Stormwater Management system service areas. The Town also has adopted the County's Stormwater BMP manual for use within new and redeveloped areas of the Town, is in the process of inventorying its piped drainage systems and continues its street sweeping program.

Since the 2006 SWMP was implemented, the County has experienced continued growth in critical areas of the estuary and continued closure of Shellfish Harvesting Areas. To address these issues as well as new federally mandated regulations the County has:

- Voluntarily developed and implemented new strict Stormwater Volume Control Regulations
- Been designated by SCDHEC as a Phase II Small MS4 community (MS4)
- Had a TMDL placed on the Okatie River, Chechessee River, and Beaufort River (which is no longer on the Impaired Waters List)

All of these major changes as well as new and changing growth patterns related to development have resulted in the need to update the 2006 SWMP.

One of the most far-reaching federal regulations the County and municipalities must implement are the MS4 regulations. These regulations provide a specific time line and requirements the County and municipalities must implement as part of its SWMP and will impact how the Stormwater Utility operates. Under the MS4 regulations, the County and municipalities have or will be required to submit to SCDHEC its Notice of Intent (NOI) for coverage under the SCDHEC General MS4 permit. The NOI outlines how the County or municipality will implement the following MS4 permit requirements:

- Public Education Program
- Public Involvement Program
- Sediment and Erosion Control for all public and private construction projects
- Illicit discharge and detection program
- Post-development stormwater system management
- Good housekeeping of public facilities

The MS4 regulations have the same goal the County and municipalities have had since the mid 1990's; water quality improvement.

The County, Bluffton and Hilton Head are already designated MS4s (it is anticipated that Beaufort and Port Royal will be designated in early 2016) and will be required to implement MS4 regulations. As part of the MS4 development a Stormwater Management Plan for each MS4 each has developed and submitted to DHEC as part of their individual NOIs. A great opportunity exists for the County and the municipalities to collaborate on not only implementing MS4 requirements, but also to develop complementing SWMPs and stormwater management regulations. Currently, various examples of collaboration exist. For example the City of Beaufort and the Town of Port Royal use the County's Stormwater BMP manual to regulate stormwater system design and water quality BMPs. Mostly all recognize and use a form of the County's Stormwater Volume Control Ordinance as well.

As part of the update of the SWMP, the County and municipalities should collaborate to maximize technical and personnel resources, identify and provide a corrective action plan for each entities' common and unique stormwater management issues, to implement common stormwater BMP practices, complimenting stormwater ordinances and stormwater system design standards. If stormwater management requirements are uniform across the County, the attraction for "jurisdiction shopping" at the expense of water quality could be eliminated.

The opportunities for collaboration are many and already exist. The County and municipalities already participate in a common Public Education and Involvement Program to meet these two Minimum Control Measures (MCMs) of the MS4 regulations. In addition, the County and municipalities have for a number of years jointly participated in the current water quality monitoring program. Additional areas of possible collaboration are:

- Development of uniform stormwater ordinances
- Development of uniform stormwater BMP manuals, design practices and plan review
- Shared resources for implementation of MS4 regulations
 - Stormwater project site inspections
 - IDDE program
 - MS4 yearly reporting requirements

Summary of Scope of Work for SWMP Update:

The following sections of this Scope of Work outline in detail the Scope of Work needed to update the SWMP and to integrate the new requirements outlined above into the current SWMP. A summary of the Scope of Work is as follows:

- Perform an in-depth review of the 2006 SWMP to identify areas needing updating
- Update growth area mapping throughout the County and Municipalities to determine growth and infill areas since 2006
- Review hydraulic and water quality modeling performed in 2006 and update models in priority watersheds focusing on watersheds with significant development and/or growth since 2006
- Investigate documented customer complaints to identify areas of concern
- Compare current findings against 2006 SWMP findings, develop updated SWMP and revised Capital Improvements Plan (CIP)
- Facilitate meetings of the SWIC to continue the current efforts to collaborate towards development of common stormwater practices, regulations and design requirements
- Facilitate regional public meetings to gain citizen input on stormwater concerns and issues
- Provide an updated SWMP to set the path forward for stormwater management with the County and municipalities
- Assist with presentations of SWMP update results and findings to County and municipal committees, board and/or councils

Section 2 – Detailed Scope of Engineering Services

In order to properly and thoroughly update the 2006 SWMP for Beaufort County and the municipalities a number of specific tasks will need to be undertaken. Each Task is outlined below:

Task One – Scoping Meeting with the Stormwater Implementation Committee (SWIC):

As in 2006, the overall goal of the County is to have all municipalities participate in the update of the SWMP as this process will become the responsibility of the SWIC, a committee established by intergovernmental agreement and consists of the stormwater managers for Beaufort County, the Towns of Hilton Head Island, Bluffton, and Port Royal, and the City of Beaufort. As a large percentage of the growth in the County since 2006 has occurred within municipal boundaries, it is important that the municipalities and Counties have equal roles in the SWMP update process. Under this Task, the Contractor will:

- Prepare a draft Scope of Services for review by all the SWIC members.
- Receive comments and offer modifications to the Scope of Services based upon comments received
- Facilitate a meeting of the SWIC to discuss and finalize any changes to the Scope of Services
- Prepare the final Scope of Services for approval by all SWIC members
- Participate in SWIC, NRC and County Council approval process

Work Product- Draft and Final Scope of Work

Meetings – Assume one Scoping Session with SWIC will be needed, final meeting with SWIC and participation at NRC and County Council meetings.

Task Two – Review and Analysis of 2006 SWMP:

Once Task One is completed, the Contractor will perform a high-level review the entire 2006 SWMP to develop an understanding of the goals and objectives of the plan, the key work tasks accomplished in the plan, and the recommendations for engineering standards (e.g. stormwater volume control ordinance) and capital improvements outlined in the plan. The Contractor will compare these to the current direction of the Stormwater Utility (Utility) and will work with the Utility staff to develop an outline of the changes, updates or corrections needed to the 2006 SWMP.

Work Product - Outline of Updated SWMP and recommended changes

Meetings – Assume on meeting with SWIC

Task Three – Facilitation of Public Meetings to Gain Citizen Input:

As public input into the stormwater planning process is critical to the public's acceptance and support of the updated SWMP, public input into the updating process must be solicited. The Contractor will coordinate with the SWIC to select areas where public meetings can be advertised and conducted so that those living in various regions of the County and municipalities can have a means to provide input into the SWMP updating process. For the purpose of this Scope, it is anticipated that public meetings will be held in the following areas:

- Sheldon
- Lady's Island
- Burton
- St. Helena
- Town of Port Royal & City of Beaufort
- Town of Bluffton & County areas in and around Bluffton
- Hilton Head Island

The Contractor will work with the SWIC to develop a short presentation of the SWMP Update process, goals and objectives. The Contractor will assist County and Municipal staff with facilitation of meetings, keeping minutes of each meeting and organizing public comments, complaints and concerns. The contractor will create sign-in sheets and coordinate with the County SW staff to post documentation from meeting on the web.

Work Product – Development of presentation, meeting minutes and written document organizing public input

Meetings – One meeting with SWIC to outline presentation, seven regional stormwater information meetings, one meeting with SWIC to review meeting results

Task Four – Review of Collected Water Quality Data Base:

The County has gathered thousands of water quality samples over the past ten years in an effort to identify areas of water quality improvement or degradation in various areas of the estuaries throughout the County. Water quality sampling and testing has been jointly funded by the County and municipalities since its inception during the development of the 2006 SWMP. For the purpose of this Scope we assume that all data is provided in an organized and workable geocoded data base (e.g. Access, GIS or other form). Contractor's engineers and scientists will collect all locally available monitoring data and perform statistical analyses to characterize the data's central tendencies and variability. Trend analyses will also be performed to identify locations of increasing concentrations. It is understood that Beaufort County is building a water quality database for their sampling program to provide to the contractor.

Comparisons to existing water quality standards will be made to identify possible excursions of water quality standards as well as locations whose trend indicates an exceedance of water quality standards during the planning horizon. The Contractor will work with the SWIC to identify key areas where water quality trends continue to show degradation and the constituents that may be the source of the degradation as well as areas that may achieve a degraded status during this planning horizon. These locations and their contributing watershed will be identified using GIS and tied to the existing sub-watersheds already identified in the GIS. This data will be used in other Tasks to help identify areas that may be in need of more in-depth study, particularly those where development has expanded since 2006 and to provide validation data for water quality models.

After review of the water quality data, The Contractor will recommend possible changes to the methods and timing of water quality sample collection, locations of sampling and sampling protocols all in an effort to maximize the usefulness of each piece of water quality data collected.

Work Product - Technical memorandum on results of water quality data analysis, identification of degraded areas and water quality impairment and recommendations for prioritizing areas of degraded or impaired water quality. The Contractor will also prepare a second technical memorandum that will make recommendations for possible changes in the County's current water quality sampling program and process.

Meetings- One meeting with SWIC to present results of technical memorandums

Task Five – Collect Previous Water Quality and Hydraulic Modeling Information:

A large portion of the work performed in development of the 2006 SWMP was creation of hydrologic/hydraulic and water quality models (ICPR, WMM, SWMM and WASP) for each major region and watershed in the County (watersheds include the municipalities). The County will obtain and provide to the Contractor the model input files and output files so that the Contractor can review each modeling sequence to determine if the particular model(s) will need to be updated. Reasons for updating could include:

- The watershed modeled has developed significantly and the percentage of impervious area has increased
- More current information is available via the County's ongoing data collection program that would improve the accuracy of model results and predictions

- An updated version of the model is available that has improved algorithms and parameterization.
- Priority areas within municipalities that have densified
- How stormwater volume controls, not in place in 2006, impact the watershed

The Contractor will review all the modeling information for the watersheds and will make specific recommendations as to which models should be updated and run based upon either changes in the watershed, the availability of sufficient data to perform model validations or improved modeling algorithms. **For the purpose of this Scope of Work, the Contractor assumes that the same areas of the County and municipalities modeled in 2006 will be those evaluated for updating.** These are:

- Calibogue Sound Watershed
- May River and Sound Watershed
- Chechessee River Watershed
- Colleton River Watershed
- New River Watershed
- Beaufort River Watershed
- Coosaw River Watershed
- Whale Branch Watershed
- Morgan River Watershed
- Broad River Watershed
- Combahee River Watershed
- Coastal Area Watersheds
- Hilton Head Island Hydrologic/Hydraulic Analysis

Further, for the purpose of this Scope of Work, the Contractor will assume the following:

- The County will be able to provide the Contractor with all models, model input and output files used for the above 2006 analyses. It is also assumed that the model input and output files are organized by watershed and are those models whose results are contained in the 2006 SWMP. This would include existing and future land-use scenarios, calibrated simulations and alternative management scenarios. **If some or none of this information is not available, then the Contractor reserves the right to request a change to this Scope of Work as the Contractor would need to create completely new models of each watershed in order to evaluate its condition from both a water quality and hydraulic perspective.**

Up to **seven (7)** of the above watersheds will be updated using County supplied data from the 2006 SWMP and incorporating stormwater volume controls, If less than seven watersheds are updated the fees associated with this Task will be adjusted accordingly. Once the 2006 modeling is reviewed, a watershed update prioritization list will be developed and presented to SWIC for concurrence on which watersheds require updated analysis and in which desired order. The level of effort to update the models will vary across watersheds depending on the magnitude of changes observed and other technical issues encountered. This will determine the ultimate number of watersheds in which models can be updated given the resources allocated. Depending on the results of this analysis and input from the SWIC, a final number of watersheds to be re-modeled will be determined and the scope of re-modeling will be defined. **It is likely that this**

Task will need to be revisited once the analysis of the 2006 models is completed and the actual number for watersheds to be modeled is determined. Based on our current knowledge of the watersheds and the components of the 2006 models, we estimate that we may be able to update up to seven of the watershed models depending on the quality of the models received for each watershed and the magnitude of changes to the watersheds. The budget established for this effort is an estimate based on the assumption that all data utilized in the 2006 watershed models is available in electronic format and that no major changes in sub-basin drainage boundaries have occurred. The work effort required for this task will be developed by the Contractor to fit within the allocated budget. If additional work is requested that exceeds the allocated budget, the Contractor will develop a scope of work and fee estimate for approval.

- In addition to review of the Colleton River Watershed results contained in the SWMP, the contractor will review the Okatie SAMP study (ATM, 2002) to assess contributions from Jasper County to the Okatie River. The contractor will develop and evaluate approaches to address requirements of Okatie River TMDL for fecal coliform as they relate to contributions from Jasper County.
- Sea-level rise predictions (one-foot per 100-years), as contained within the recent sea-level rise study (SC Sea Grant, 2014), will be incorporated into selected models (chosen in conjunction with the SWIC) to evaluate impacts on existing infrastructure and projects in the current Capital Improvements Program (CIP)

Using the 2006 modeling information provided by the County as well as the existing water quality sampling database to be provided by the County and others as well as advances in model capabilities the Contractor will re-model watersheds as necessary.

As the SWIC members have been developing their stormwater system inventories, each SWIC member will be asked to update their GIS layers for the primary and secondary drainage systems inventory and development growth patterns and to provide the Contractor with this data in a form that can be input into the GIS.

Work Product – Modeling input and output files for all new and/or re-modeled watersheds, recommendations for stormwater system improvements in each watershed based upon output from new models, volume control and/or reuse of 2006 developed models and a list of potential stormwater improvement projects that are needed to correct water quantity and/or water quality problems.

Meetings – One with SWIC once the analysis of the 2006 modeling is completed to finalize watersheds to be modeled and results needed. One meeting with County Stormwater Staff to review draft modeling results. One meeting with SWIC to review the results of this Task upon completion.

Task Six - Review and update Capital Improvements Plan (CIP) Based on Model Output and/or Reuse of Existing Models:

The Contractor will divide the CIP process into two steps. The first being a review of the current 2006 SWMP CIP and the second being development of an updated CIP using the results of Task Five.

As many changes have occurred with new water quality-related regulations in both the County and municipalities and as a result of the MS4 process, the Contractor will evaluate the current CIP presented in the 2006 SWMP to determine if the projects presented will:

- Meet the current water quality goals and regulations currently in place?
- Provide the water quality and/or hydraulic improvements established for each project in the 2006 SWMP CIP?
- Meet the intent of each entities' MS4 NOI

Also, the Contractor will work with the SWIC to identify the status of each of the projects presented in the 2006 SWMP CIP.

Using the results of new and/or existing models and the Contractor's review of the 2006 SWMP CIP, the Contractor will develop and evaluate alternative approaches to address existing and future stormwater problems. The developed alternatives will be reviewed with the SWIC based upon:

- Updated modeling results
- Reuse of existing modeling results from 2006 SWMP
- Information gathered as a result of public input (Task 3)
- Local, state and federal regulatory changes that have occurred since 2006
- Ability to construct the needed improvement (e.g. land acquisition, access to site, etc.)
- Capital costs
- Evaluation of the remaining SWMP CIP developed in 2006
- Cost vs. benefit of the needed improvement

The alternatives will be conceptual in detail and would provide general characteristics of conveyance, storage, treatment requirements using the above criteria, the ability to meet the level-of-service (LOS) goals established with the SWIC and a probable engineering, permitting, land acquisition and construction cost. Proposed projects would include the evaluation of the potential use of and location for regional stormwater facilities. In addition, the following general alternatives would also be evaluated:

- Possible water quality improvements in developed areas using improved maintenance
- Possible water quality improvements in developed areas using structural BMPs (improvement of existing, LID practices or construction of new BMPs)
- Incorporation of regional BMPs in future developments using new regional structural BMPs or existing BMP structural modifications

Impacts on projects due to sea-level rise will be assessed using guidance from the recently completed sea-level rise study (SC Sea Grant, 2014).

Using the above criteria, an updated CIP for each entity will be developed in conjunction with the SWIC. A time line will need to be developed for each project that coordinates with the results of the current Cost of Service Study. Now that each entity has its own Stormwater Utility Rate Model, the Contractor will use these models to assist each entity with updating its CIP to match current and future capital funding sources.

Work Product – Capital Improvement Plan broken down by each entity and impact on current and future stormwater utility rates.

Meetings – One meeting with the SWIC to review the CIP process, One Meeting with each municipality and County to determine CIP needs. One meeting with the SWIC to review CIP plans for each entity.

Task Seven - Develop recommendations for key elements of new SW Ordinance and BMP Manuals:

One major requirement of the SCDHEC MS4 regulations is that each MS4 develop a standalone stormwater ordinance. Using the Contractor’s experience with development of other standalone stormwater ordinances along the South Carolina coast, the Contractor will develop a list of key elements that should be included in the new standalone stormwater ordinance and BMP manual that each entity should include in its existing or future stormwater ordinances.

It is anticipated that those municipalities that either do not have current Stormwater Ordinances or outdated or incomplete (when compared to MS4 requirements) Stormwater Ordinances will be able to use this review to develop complimenting stormwater ordinances.

One of the major recommendations of the 2006 SWMP was for the Utility to develop a BMP Manual so that the engineering requirements the Utility developed could be documented in a manner that engineering of redeveloped and new development projects could be clearly understood. Since its inception, the BMP manual has undergone a number of changes including the additions of a number of major appendances (e.g. implementation of Stormwater Volume Control regulations). The Contractor will work with the SWIC to review the current Stormwater BMP manual. Areas of review will include:

- Removal of “educational” information on BMPs to reduce the size of the manual.
- Benchmark the existing BMP manual against other coastal South Carolina Stormwater BMP manuals to compare, for example, layout, requirements and BMP preferences.
- How well does the existing BMP manual integrate into the upcoming stormwater ordinance required by MS4?

The Contractor will documents the results of its findings and will work with the SWIC to develop specific recommendations related to changes that should be made to the existing Stormwater BMP manual.

Those municipalities that currently recognize and use the County’s Stormwater BMP will benefit from this review. Those that do not recognize or use the County’s Stormwater BMP manual will be able to use this review to develop comparable Stormwater BMP manuals.

Work Product – the Contractor technical memorandum documenting the results of the Contractor’s review and recommendations for key elements of a new standalone stormwater ordinance and BMP Manuals, including recommendations for alterations to the existing Stormwater BMP manual.

Meetings- One with SWIC to review the Contractor recommendations

Task Eight – Provide Guidance on Completion of Primary and Secondary Drainage Systems Inventory

The development of the 2006 SWMP created a GIS-based inventory of a large portion of the County and municipalities' primary drainage systems and some of the associated secondary drainage systems. Since 2006, the staff has been inventorying the remaining primary and secondary drainage systems. The Contractor will review the sections of the drainage systems that have not been inventoried and will work with the SWIC to prioritize areas to be inventoried. Priority areas could include areas of new development that have occurred since 2006, areas where problematic flooding is occurring or sub-watersheds where water quality sampling may show new or continued water quality degradation. This information can be used to refine and optimize the scheduling of operations and maintenance activities and is an important component in meeting NPDES MS4 Phase 2 requirements.

Work Product - List of priority areas for the County and municipalities to concentrate their primary and secondary drainage system inventory efforts along with a GIS layer showing the priority areas.

Task Nine – Review and Revise Level of Service (LOS) and Extent of Service (EOS) Requirements:

The Contractor will review and evaluate the current LOS and EOS requirements from the County and municipalities to determine if their respective current LOS and EOS is sufficient, achievable, compliments each other and meets their overall stormwater goals. The Contractor will work with the SWIC and stormwater staffs for each entity update their LOS and EOS a needed and to produce collaborative updated LOS and EOS documents that can be presented to elected officials and the public and implemented by each community and the County.

Work Product – Contractor technical memorandum outlining recommendations for updating of the LOS and EOS documents for each entity.

Meetings – One with SWIC to discuss common aspects of LOS and EOS, one each with each entity to develop LOS and EOS documents.

Task Ten - Develop SWMP operational plan

The Contractor will work with the SWIC to develop a stormwater management operational plan. The plan would contain policies and procedures for:

- SW development plan submittal
- Review of submitted plans
- Staff inspection, documentation and close out of new SW systems & BMPs
- Staff post construction inspection
- Non-compliance, penalties, remedies, etc.
- Procedure for yearly review of WQ monitoring data to identify potential SW pollution sources
- Explain MS4 NOI, new SW Ordinance and BMP Manual will govern most of this

The Operational Plan will mirror the requirements outlined in the MS4 NOI, the upcoming Stormwater Ordinance(s) and BMP Manual(s). The Contractor will provide examples of the

various Operational Plan elements. The County and municipal staff will prepare a draft of each element of the Operational Plan and will provide the same to the Contractor for comments and/or recommendations as to changes to each element as may be needed. The Contractor will assist the SWIC with development of the final SWMP Operational Plan document.

As eventually all four municipalities will be designated as an MS4 community, the operational plan developed under this Task should be able to be used by all.

Work Product – The Contractor will provide examples of various SWMP Operational Plan documents to the County and municipalities.

Task Eleven – Report Development and Presentations to Elected Officials, Boards and the Public:

The Contractor will document the results of Tasks One through Ten into a single document that will become the updated Beaufort County SWMP that can be adopted and used by the County and municipalities.

The Contractor will present the results to the SWIC for input and comments. Once the SWIC is satisfied with the SWMP, the Contractor will assist each entity with presentation of the results of the updated SWMP to their respective boards or commissions and elected officials. For the purpose of this Scope of Work, the Contractor has assumed that no more than two individual presentations will be necessary for each entity.

For the purpose of this Scope of Work, the Contractor will assume two Contractor staff will attend each presentation and the Contractor will prepare the necessary PowerPoint presentations based on input from the SWIC member for that community.

Work Product – Final Updated SWMP in electronic form, PowerPoint presentation of results of the SWMP update customizable for presentation to various groups.

Meetings – One meeting with SWIC to present report, two meetings each with County, Bluffton, Hilton Head, Beaufort and Port Royal. Possible joint workshop of municipalities and County staff and elected officials prior to presentations to meetings to County, Bluffton, Hilton Head, Beaufort and Port Royal.

Section 3 - Cost

Cost Estimate

- See Attachment “A” for detailed breakdown of hourly rates and fees to be applied to the effort outlined for each task in this Scope of Work.

Subtotal: \$441,820.00

Contingency: \$33,180.00

Total: \$475,000.00

It is understood that the exact effort needed to complete this Scope of Work may vary depending upon the results of various meetings and SWIC, County and municipality input. The County and

the Contractor agree that the Contractor will track the overall cost of each Task and will advise the County in writing PRIOR TO exceeding the maximum cost not to exceed for each Task. This Scope of Work may be modified in the future by mutual agreement of the County if needed to re-allocate fees among these tasks or to adjust the maximum cost not to exceed.

ARTICLE 2 LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Contract, by Contractor, its agents, servants or employees.

ARTICLE 4 ASSIGNMENT

Contractor shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Contract shall terminate at the option of the County. It is agreed and understood by the County that the Contractor has partnered with Raftelis Financial Consultants to provide certain sub-contracted professional services to the Contractor for the life of this Contract.

ARTICLE 5 PERFORMANCE PERIOD/TERM

The term of this Contract shall be for a period of approximately two (2) years starting on **December 15, 2015** and ending on June 30, 2017. At the County's option, this contract may be renewed for one (1) additional one-year term.

ARTICLE 6 COMPENSATION

Article 1 includes the agreed upon compensation for the Contractor for the Scope of Work to be performed under this Contract. Hourly rates for Professional staff and reimbursement for expenses and sub-consultant costs will be as stated in the fee structure provided in the Contractor's Proposal dated July 2, 2015, amended **October 13, 2015**. Work performed on this Contract will be accounted for separately by the Contractor and the County will be invoiced on a monthly basis for work performed under this Contract. Payments will be made as outlined in Article 17.

ARTICLE 7 INSURANCE

Insurance

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's performance of the Scope of Work contained in this Contract. Additionally, the Contractor agrees to list the County as 'additional insured' on Certificates of Insurance related to the execution of this Contract.

ARTICLE 8 DEFAULT / TERMINATION

Default

In the event of default or breach of any condition of this Contract resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County under Default shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

Termination

This contract may be terminated by the County, 'for convenience' 'for cause,' or by 'by mutual consent' as described in RFP Section V Paragraph 6.0.

1. Termination for Convenience

The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

2. Termination For Cause

Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived, and the default provision in this bid shall apply.

Reasons for Termination for Cause shall include but not limited to:

- a) Default as defined above,
- b) failing to make satisfactory progress in the prosecution of the contract
- c) endangering the performance of this contract
- d) criminal activity or misconduct,
- e) work that is deemed sub-standard by the County Representative.

3. Termination by Mutual Consent

Either party may terminate this Contract by mutual consent with written notice attesting and agreeing to a termination by mutual consent by either party. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination. Termination by mutual consent may entitle the Contractor to reasonable costs allocable to the contract for work or costs incurred by the Contractor up to the date of termination. The Contractor must not be paid compensation as a result of a termination by mutual consent that exceeds the amount encumbered to pay for the cumulative value of all approved Task Orders to be performed under the contract.

ARTICLE 9 RESPONSIBILITY

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 10 FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a *Force Majeure* results. *Force Majeure* includes, but is not restricted to:

- a) acts of God,
- b) acts of a legislative,
- c) administrative or judicial entity,
- d) acts of Contractors (other than subcontractors of Contractor),
- e) fires,
- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 11 SEVERABILITY

Every term or provision of this Contract is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 12
INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 13
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County
 Attn: Beaufort County Purchasing Director
 P. O. Drawer 1228
 Beaufort, SC 29901-1228

Contractor: Applied Technology & Management, Inc.
 Edward Modzelewski, Chairman
 12 Richland Drive
 Bluffton, SC 29909

**ARTICLE 14
CHANGE ORDERS**

Should the Scope of Work as noted in Article 6 of this Contract change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to complete any approved Change Order as a result of unexpected occurrence outside of the control of the Contractor, or
- c) The County requests additional Change Orders from the Contractor

Then the Contractor will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Contractor will prepare a Change Order for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

**ARTICLE 15
AUDITING**

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation.

The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract, which are routinely prepared, collected or compiled by the Contractor during the performance of this contract.

The County's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor or Contractor's office and without expense to the County.

ARTICLE 16 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the County Manager and/or the County Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or items of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

ARTICLE 17 INVOICES

All invoices for work done under this Contract should be directed to the County Representative, Eric W. Larson, PE, CPSWQ, AICP, CFM – Director of Environmental Engineering

Located at: Beaufort County Stormwater Utility
 120 Shanklin Road
 Beaufort, S.C. 29906

Invoices should include:

- a) Period of time covered by the invoice
- b) Summary of work performed for the billing period
- c) Purchase order and Contract Number
- d) Tax Identification Number

Unless otherwise indicated, all invoices must be timely and accurate. The Contractor will make periodic requests for payment for this Contract and approved Change Orders. Invoices will be itemized by Scope of Work tasks and Change Order number.

**ARTICLE 18
PURCHASE ORDERS**

The County will issue Purchase Orders from properly executed requisitions for this Contract and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

**ARTICLE 19
ORDER OF DOCUMENTS**

The following are incorporated into and made a part of this contract by reference:

- a) Request for Proposal Number 07022015
- b) Addendum #1 dated June 23, 2015
- c) Applied Technology & Management, Inc. Proposal Submission to RFP Number 07022015
- d) ATM Fee Structure dated October 13, 2015
- e) Recommendation Memo to County Council dated **December 7, 2015**

SIGNATURE PAGE

This Contract with the above Articles constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Contract have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Contract shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

WITNESSES:

BEAUFORT COUNTY, a political sub-division of the State of South Carolina

By: _____
Name: Gary Kubic
Title: County Administrator
Address: P.O. Drawer 1228
Beaufort, SC 29901-1228
Phone: (843) 255-2026
Fax: (843) 255-9403
Date: _____

WITNESSES:

CONTRACTOR NAME

By: _____
Name: Edward Modzelewski
Title: Chairman
Address: 12 Richland Drive
Bluffton, SC 29909
Phone: 843-290-0980
Fax: 843-414-0155
Tax ID Number: 59213268
Date: _____

ATTACHMENT TO SCOPE OF SERVICES
Beaufort County and Municipalities Stormwater SWMP Update Fee Breakdown
 12-Oct-15

BEAUFORT COUNTY & MUNICIPALITIES
STORMWATER MANAGEMENT PLAN UPDATE

Final

No.	Task	Hours	Rate	Total	
1	Scoping Meeting with the SWIC				
	Principal	40	\$ 165	\$ 6,600	Scoping meeting with Municipalities, final Scope review with SWIC, NRC and Council Meetings
	Senior Engineer	12	\$ 165	\$ 1,980	
	Senior Modeler	12	\$ 165	\$ 1,980	
	Clerical	0	\$ 65	\$ -	
	Expenses	0	LS	\$ -	
	Mileage	1100	\$ 0.58	\$ 633	
	Total 1			\$ 11,193	
2	Review and Analysis of 2006 SWMP				
	Principal	32	\$ 165	\$ 5,280	Review SWMP, outline prep and meeting with SWIC Review SWMP modelling Review SWMP modelling
	Senior Engineer	32	\$ 165	\$ 5,280	
	Senior Modeler	40	\$ 165	\$ 6,600	
	Clerical	0	\$ 65	\$ -	
	Expenses	0	LS	\$ -	
	Mileage	0	\$ 0.58	\$ -	
	Total 2			\$ 17,160	
3	Facilitation of Public Meetings (HW)				
	Principal	100	\$ 165	\$ 16,500	Seven Public Meetings, Two SWIC meetings, prepare presentation Seven Public Meetings, minutes of meeting, sign-in sheets Hotel, meals, etc.
	Senior Engineer	80	\$ 165	\$ 13,200	
	Clerical	21	\$ 65	\$ 1,365	
	Expenses	0	LS	\$ 1,400	
	Mileage	2900	\$ 0.58	\$ 1,668	
	Total 3			\$ 34,133	
4	Review of Collected Water Quality Data				
	Principal	16	\$ 165	\$ 2,640	Meeting with County to get data, present results Review data, organize Review data, make recommendations, present results Create GIS layer
	Senior Engineer	60	\$ 165	\$ 9,900	
	Senior Modeler	132	\$ 165	\$ 21,780	
	GIS/Sr. CAD Designer	24	\$ 100	\$ 2,400	
	Clerical	8	\$ 65	\$ 520	
	Expenses	0	LS	\$ -	
	Mileage	1000	\$ 0.58	\$ 575	
	Total 4			\$ 37,815	
5	Collect Previous WQ & Hydro Modeling Information				
	Principal	16	\$ 165	\$ 2,640	Meeting with County to collect data Determination of models to be updated Meeting with County to collect data Hotel, meals, etc.
	Senior Modeler	96	\$ 165	\$ 15,840	
	GIS/Sr. CAD Designer	0	\$ 100	\$ -	
	Senior Engineer	96	\$ 165	\$ 15,840	
	Clerical	0	\$ 65	\$ -	
	Expenses	0	LS	\$ 500	
	Mileage	1000	\$ 0.56	\$ 560	
	Develop/Run 7 New Models, Review Remaining				
	Principal	48	\$ 165	\$ 7,920	Kick off meeting with County, SWIC review meeting, meeting with SW staff to review draft results Kick off meeting with County, Develop new models, develop results of all models including volume control, SLR and TMDL Considerations Kick off meeting with County, Develop new models, Compile list of improvements 1 Site visit per watershed and kickoff meetings & SWIC and SW Staff meetings
	Senior Modeler	300	\$ 165	\$ 49,500	
	GIS	80	\$ 100	\$ 8,000	
	Senior Engineer	280	\$ 165	\$ 46,200	
	Clerical	24	\$ 65	\$ 1,560	
	Mileage	3300	\$ 0.56	\$ 1,848	
	Total 5			\$ 150,408	
6	Review and Update CIP				
	Principal	100	\$ 165	\$ 16,500	CIP report, coordination with RFC on schedule costs, Meetings with Municipalities, facilitate Workshop CIP report, Meeting with Municipalities Work on coordination with CSS Work on coordination with CSS CIP report, Meeting with Municipalities, minutes of CIP Workshop Mtg Hotel, meals, etc.
	Senior Modeler	40	\$ 165	\$ 6,600	
	Senior Engineer (RFC)	24	\$ 165	\$ 3,960	
	Senior Consultant (RFC)	32	\$ 165	\$ 5,280	
	Senior Engineer	40	\$ 165	\$ 6,600	
	Clerical	40	\$ 65	\$ 2,600	
	Expenses	0	LS	\$ 1,000	
	Mileage	1500	\$ 0.56	\$ 840	
	Total 6			\$ 43,380	
7	Develop Key Elements of New SW Ordinance				
	Principal	32	\$ 165	\$ 5,280	Review current ordinance, meeting with County to discuss options, define key elements of SW Ordinance Draft SW Ordinance, develop specifics for each municipalities Review ATM recommendations for compliance with CSS
	Senior Engineer	16	\$ 165	\$ 2,640	
	Senior Engineer (RFC)	8	\$ 165	\$ 1,320	
	Clerical	32	\$ 65	\$ 2,080	
	Expenses	0	LS	\$ -	
	Mileage	200	\$ 0.58	\$ 115	
	Develop Recommendations for SW BMP manual (HW)				
	Principal	16	\$ 165	\$ 2,640	Meeting with County to discuss BMP Manual, review technical memo Benchmark BMP Manual against other BMP Manuals (look at 2 other BMP Manuals), develop recommendations, check against NOI, Tech memo Hotel, Meals, etc.
	Senior Engineer	80	\$ 165	\$ 13,200	
	Clerical	16	\$ 65	\$ 1,040	
	Expenses	0	LS	\$ 500	
	Mileage	800	\$ 0.58	\$ 460	
	Total 7			\$ 29,275	
8	Guidance on SW Inventory Completion				
	Principal	10	\$ 165	\$ 1,650	Meeting with County to develop program Meet with County and GIS staff, review all data, organize, determine priority areas Review data, create priority area layer
	Senior Engineer	75	\$ 165	\$ 12,375	
	GIS/Sr. CAD Designer	40	\$ 100	\$ 4,000	
	Clerical	16	\$ 65	\$ 1,040	
	Expenses	0	LS	\$ -	
	Mileage	1000	\$ 0.56	\$ 560	
	Total 8			\$ 19,625	
9	Review Revise LOS				
	Principal	24	\$ 165	\$ 3,960	Review current LOS with County & muni, make recommendations Check against NOI, Review and recommend changes to LOS, Tech memo Check against CCS
	Senior Engineer	16	\$ 165	\$ 2,640	
	Senior Engineer (RFC)	8	\$ 165	\$ 1,320	
	Clerical	8	\$ 65	\$ 520	
	Expenses	0	LS	\$ -	
	Mileage	0	\$ 0.58	\$ -	
	Review Revise EOS				
	Principal	16	\$ 165	\$ 2,640	Review current EOS with County, make recommendations Check against NOI, Review and recommend changes to EOS, Tech memo Check against CCS
	Senior Engineer	16	\$ 165	\$ 2,640	
	Senior Engineer (RFC)	8	\$ 165	\$ 1,320	
	Clerical	8	\$ 65	\$ 520	
	Expenses	0	LS	\$ -	
	Mileage	0	\$ 0.58	\$ -	
	Total 9			\$ 15,560	
10	Develop SWMP Operational Plan				
	Principal	40	\$ 165	\$ 6,600	Review County Prepared Operational Plan docs Supply sample Operational Plans Develop recommendations tech memo
	Senior Modeler	16	\$ 165	\$ 2,640	
	Senior Engineer	40	\$ 165	\$ 6,600	
	Clerical	8	\$ 65	\$ 520	
	Expenses	0	LS	\$ -	
	Mileage	200	\$ 0.56	\$ 112	
	Total 10			\$ 16,472	
11	Report Development and Presentations				
	Principal	140	\$ 165	\$ 23,100	Review report, 12 presentations/meetings Write and edit SWMP Write and edit SWMP Reproduction, Hotel, Meals, etc. 12 trips to Beaufort County sites
	Senior Modeler	100	\$ 165	\$ 16,500	
	Senior Engineer	100	\$ 165	\$ 16,500	
	Clerical	120	\$ 65	\$ 7,800	
	Expenses	0	LS	\$ 1,500	
	Mileage	2500	\$ 0.56	\$ 1,400	
	Total 11			\$ 66,800	
	Total all Tasks			\$ 441,820.00	
	Contingency			\$ 33,180.00	
	Grand Total Project Estimate			\$ 475,000.00	



October 13, 2015

The following fees will apply to all work performed by the ATM Team and will not be subject to change until June 1, 2017.

Principal Engineer/Scientist/Technical Advisor	\$ 165.00 / hr
Senior Engineer/Modeler	\$ 165.00 / hr
Engineer (PE)	\$ 135.00 / hr
Staff Modeler	\$ 100.00 / hr
Associate Engineer (EIT)	\$ 100.00 / hr
Biologist	\$ 100.00 / hr
GIS Specialist	\$ 100.00 / hr
Draft/CADD	\$ 85.00 / hr
Graphic Designer	\$ 70.00 / hr
Document Coordinator/Technical Editor	\$ 80.00 / hr
Administrative	\$ 65.00 / hr

In addition to the hourly fees, an expense reimbursement multiplier of 5 percent of the total direct expenses associated with travel, subsistence, materials, overnight delivery, and reproduction. Sub-consultant costs will be invoiced at cost plus an administrative management fee of 10 percent.

Beaufort County Stormwater Management Plan Update
 Projected Project Schedule Sept. 29, 2015

Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Date	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	17-Jun
Task																					
1 Scoping Meeting with the SWIC																					
2 SWIC, NRC & Countil approval process																					
2 Review and Analysis of 2006 SWMP																					
3 Facilitation of Public Meetings (HW)																					
4 Review of Collected Water Quality Data																					
5 Collect Previous WQ & Hydro Modeling Information/ Update Models																					
6 Review and Update CIP																					
7 Develop Key Elements of New SW Ordinance/ SW BMP Manual																					
8 Guidance on SW Inventory Completion																					
9 Review Revise LOS/EOS																					
10 Develop SWMP Operational Plan																					
11 Report Development and Presentations																					

2016 /

SOUTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR FIVE PARCELS FROM T3-EDGE (R600 036 000 0001 0000, R600 036 000 001D 0000, R600 036 000 001F 0000, R600 036 000 001H 0000, AND R600 036 000 0364 0000) AND ONE PARCEL (R600 036 000 0439 0000) FROM MAY RIVER COMMUNITY PRESERVATION DISTRICT--ALL 6 PARCELS REZONED TO T2-R (RURAL).

Adopted this _____ day of _____, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

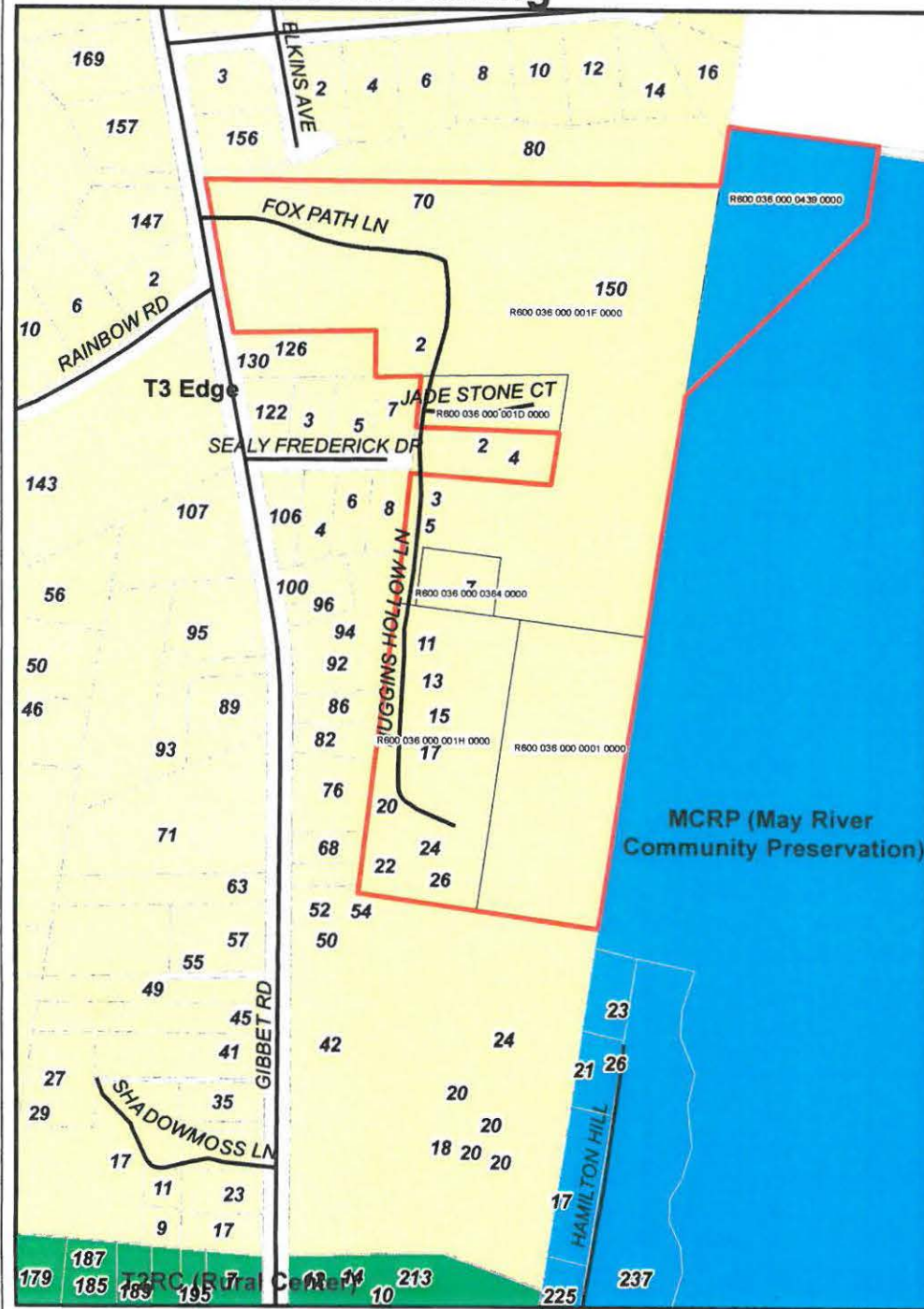
Second Reading:

Public Hearing:

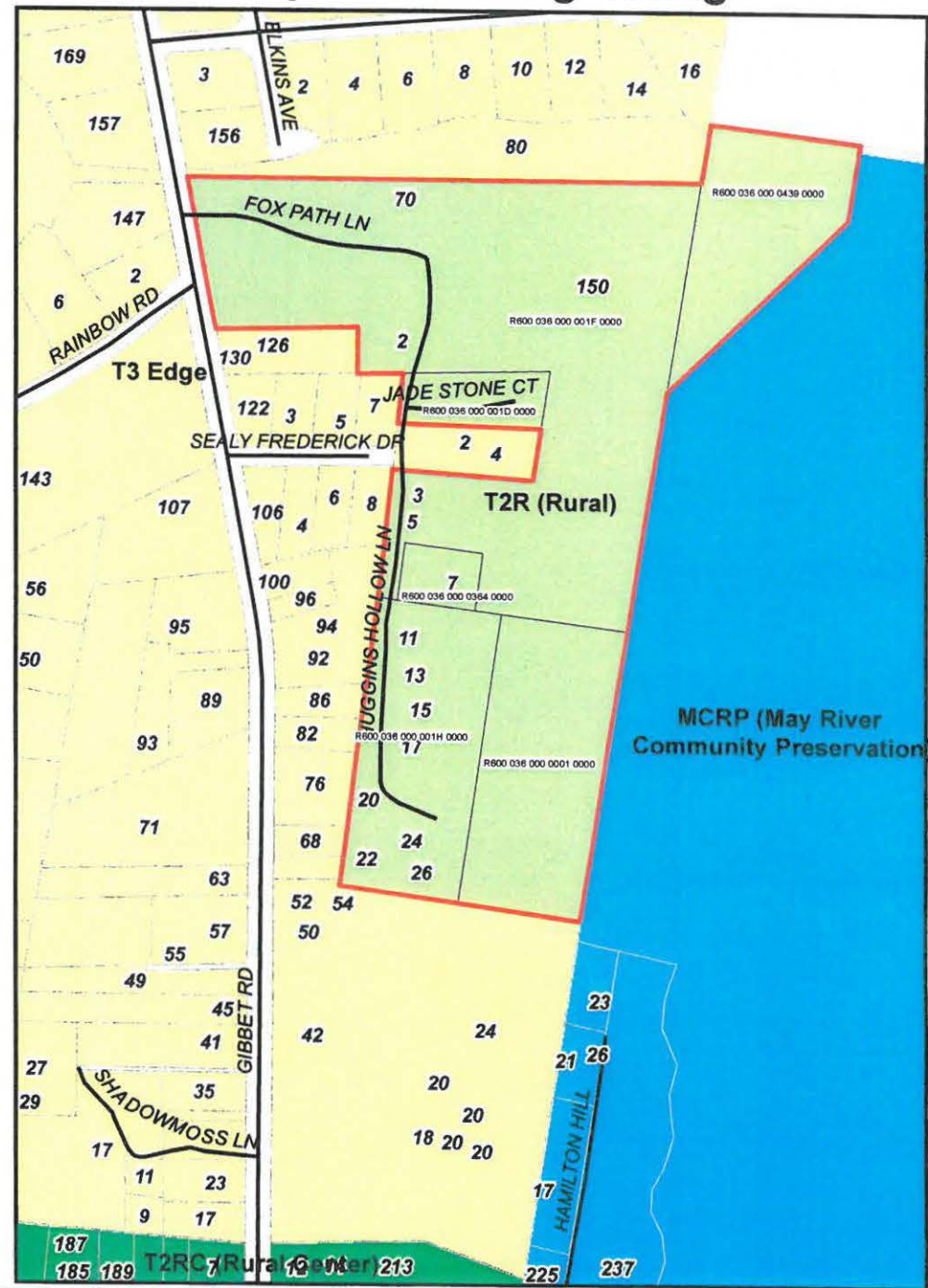
Third and Final Reading:



Current Zoning



Proposed Zoning Change





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Jerry Stewart, Chairman, Executive Committee
FROM: Dave Thomas, CPPO, Purchasing Director *dt*
SUBJ: **Contract Award Recommendation for Invitation for Bid (IFB) #061815HXD: RWY 21 Approach Obstruction Tree Removal**
DATE: December 14, 2015

BACKGROUND: Beaufort County issued an (IFB) to contractors capable of providing the requisite services associated with removing obstructions that currently penetrate the Runway 21 aircraft approach surfaces. Execution of this project allows the airport to operate more efficiently because operational constraints can be removed when the surfaces are free of obstructions. The bids were reviewed and evaluated by staff and it was determined that All Care Tree Surgery Inc. of Hilton Head Island, SC, was the lowest responsible/responsive bidder.

This project is being undertaken in accordance with the Hilton Head Island Airport Master Plan as approved by County Council in October, 2010.

VENDOR BID INFORMATION:

1. L-J, Inc., Columbia, SC
2. All Care Tree Surgery, Inc., Hilton Head Island, SC
3. State Tree Service, LLC, Sumter, SC

COST:

\$448,065*
\$487,979
\$641,145

* L-J Inc., of Columbia, SC, submitted a bid and was initially identified as the low bidder. During post-bid discussions, it was determined that L-J Inc. would be unable to meet the minimum prime contractor participation required by the contract due to workload issues.

CONSTRUCTION ADMIN, RESIDENT PROJECT REPRESENTATIVE:

Talbert, Bright, and Ellington, Columbia, SC
(Construction admin, project reports, closeout, continuous presence of project rep in accordance with FAA AIP funding requirements. This is a Not to Exceed estimate)

\$224,588 NTE

Grand Total

\$712,567

CAF **FUNDING:** 90% via FAA Grant 31, 5% via SCAC Grant 11-015, 5% via Hilton Head Airport Capital Projects Fund

FOR ACTION: Executive Committee meeting occurring December 14, 2015.

RECOMMENDATION: The Executive Committee approve and recommend to County Council the contract award to All Care Tree Surgery Inc. of Hilton Head Island, SC, to perform the required construction services for a total cost of \$487,979 and the construction administration/resident project representative fee of \$224,588 to Talbert, Bright, and Ellington.

CC: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Asst. Co. Administrator, Finance *AH*
Colin Kinton, Director Transportation Engineering *CK*
Jon Rembold, Airports Director *JR*

Att: Bid Tab, TBE Work Authorization

BID TABULATION
 RUNWAY 21 APPROACH TREE OBSTRUCTION REMOVAL
 HILTON HEAD ISLAND AIRPORT
 BASE BID
 TBI PROJECT NO. 2119-1204
 OCTOBER 8, 2015

ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	L-J, Inc. Columbia, SC LICENSE NO.: 20-3736222		All Care Tree Surgery, Inc. Hilton Head, SC LICENSE NO.: 57-1052181		State Tree Service, LLC Sumter, SC LICENSE NO.: 26-0418058		Engineer's Estimate	
					UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	P-150	MOBILIZATION	1	LS	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$40,500.00	\$40,500.00
2	S-102	TRIMMING OF PINE TREES (6" DBH AND GREATER)	47	EA	\$160.00	\$7,520.00	\$425.00	\$19,975.00	\$250.00	\$11,750.00	\$300.00	\$14,100.00
3	S-102	TRIMMING OF HARDWOOD TREES (LESS THAN TEN FEET)	127	EA	\$201.00	\$25,527.00	\$150.00	\$19,050.00	\$400.00	\$50,800.00	\$350.00	\$44,450.00
4	S-102	TRIMMING OF HARDWOOD TREES (TEN FEET UP TO TWENTY FEET)	86	EA	\$450.00	\$38,700.00	\$300.00	\$25,800.00	\$550.00	\$47,300.00	\$700.00	\$60,200.00
5	S-102	TRIMMING OF HARDWOOD TREES (TWENTY FEET AND GREATER)	7	EA	\$635.00	\$4,445.00	\$750.00	\$5,250.00	\$750.00	\$5,250.00	\$850.00	\$5,950.00
6	S-102	REMOVAL OF PINE TREES (6-INCH AND GREATER DBH)	35	EA	\$780.00	\$27,300.00	\$400.00	\$14,000.00	\$500.00	\$17,500.00	\$900.00	\$31,500.00
7	S-102	REMOVAL OF HARDWOOD TREES (6-INCH UP TO 12-INCH DBH)	118	EA	\$280.00	\$33,040.00	\$285.00	\$33,630.00	\$250.00	\$29,500.00	\$200.00	\$23,600.00
8	S-102	REMOVAL OF HARDWOOD TREES (12-INCH UP TO 24-INCH DBH)	117	EA	\$431.00	\$50,427.00	\$675.00	\$78,975.00	\$300.00	\$35,100.00	\$400.00	\$46,800.00
9	S-102	REMOVAL OF HARDWOOD TREES (24-INCH AND GREATER DBH)	20	EA	\$1,100.00	\$22,000.00	\$950.00	\$19,000.00	\$500.00	\$10,000.00	\$800.00	\$16,000.00
10	S-102	GRIND STUMP OF REMOVED TREE	290	EA	\$52.00	\$15,080.00	\$45.00	\$13,050.00	\$35.00	\$10,150.00	\$70.00	\$20,300.00
11	S-103	SURVEYING	1	LS	\$17,250.00	\$17,250.00	\$65,450.00	\$65,450.00	\$55,000.00	\$55,000.00	\$120,000.00	\$120,000.00
12	SPEC	TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00	\$8,250.00	\$8,250.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
13	S-2950.1	PLANTING OF YAUPON HOLLY - 25 GALLON SIZE	33	EA	\$350.00	\$11,550.00	\$465.00	\$15,345.00	\$250.00	\$8,250.00	\$400.00	\$13,200.00
14	S-2950.2	PLANTING OF DAHOON HOLLY - 25 GALLON SIZE	4	EA	\$350.00	\$1,400.00	\$525.00	\$2,100.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00
TOTAL BASE BID AMOUNT:						\$267,239.00		\$324,875.00 *		\$318,600.00		\$446,200.00

* Corrected math error.

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT & BRIGHT, INC.

10/9/2015

DATE

BID TABULATION
 RUNWAY 21 APPROACH TREE OBSTRUCTION REMOVAL
 HILTON HEAD ISLAND AIRPORT
 ADDITIVE BID 1
 TBI PROJECT NO. 2119-1204
 OCTOBER 8, 2015

ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	L-J, Inc. Columbia, SC LICENSE NO.: 20-3736222		All Care Tree Surgery, Inc. Hilton Head, SC LICENSE NO.: 57-1052181		State Tree Service, LLC Sumter, SC LICENSE NO.: 26-0418058		Engineer's Estimate	
					UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	S-102	TRIMMING OF PINE TREES (6" DBH AND GREATER)	5	EA	\$160.00	\$800.00	\$425.00	\$2,125.00	\$400.00	\$2,000.00	\$400.00	\$2,000.00
2	S-102	TRIMMING OF HARDWOOD TREES (LESS THAN TEN FEET)	145	EA	\$201.00	\$29,145.00	\$150.00	\$21,750.00	\$700.00	\$101,500.00	\$450.00	\$65,250.00
3	S-102	TRIMMING OF HARDWOOD TREES (TEN FEET UP TO TWENTY FEET)	117	EA	\$450.00	\$52,650.00	\$300.00	\$35,100.00	\$1,000.00	\$117,000.00	\$700.00	\$81,900.00
4	S-102	TRIMMING OF HARDWOOD TREES (TWENTY FEET AND GREATER)	19	EA	\$635.00	\$12,065.00	\$750.00	\$14,250.00	\$1,200.00	\$22,800.00	\$850.00	\$16,150.00
5	S-102	REMOVAL OF PINE TREES (6-INCH AND GREATER DBH)	19	EA	\$780.00	\$14,820.00	\$400.00	\$7,600.00	\$500.00	\$9,500.00	\$900.00	\$17,100.00
6	S-102	REMOVAL OF HARDWOOD TREES (6-INCH UP TO 12-INCH DBH)	11	EA	\$280.00	\$3,080.00	\$285.00	\$3,135.00	\$200.00	\$2,200.00	\$300.00	\$3,300.00
7	S-102	REMOVAL OF HARDWOOD TREES (12-INCH UP TO 24-INCH DBH)	32	EA	\$432.00	\$13,824.00	\$675.00	\$21,600.00	\$400.00	\$12,800.00	\$450.00	\$14,400.00
8	S-102	REMOVAL OF HARDWOOD TREES (24-INCH AND GREATER DBH)	17	EA	\$1,100.00	\$18,700.00	\$950.00	\$16,150.00	\$1,200.00	\$20,400.00	\$800.00	\$13,600.00
9	S-102	GRIND STUMP OF REMOVED TREE	79	EA	\$52.00	\$4,108.00	\$45.00	\$3,555.00	\$35.00	\$2,765.00	\$70.00	\$5,530.00
10	S-103	SURVEYING	1	LS	\$14,000.00	\$14,000.00	\$18,700.00	\$18,700.00	\$9,400.00	\$9,400.00	\$110,000.00	\$110,000.00
11	SPEC	TRAFFIC CONTROL	1	LS	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
TOTAL ADDITIVE BID 1 AMOUNT:						\$165,692.00		\$148,465.00		\$301,365.00		\$332,230.00

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT & BRIGHT, INC.

10/9/2015

DATE

BID TABULATION
 RUNWAY 21 APPROACH TREE OBSTRUCTION REMOVAL
 HILTON HEAD ISLAND AIRPORT
 ADDITIVE BID 2
 TBI PROJECT NO. 2119-1204
 OCTOBER 8, 2015

ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	L-J, Inc. Columbia, SC LICENSE NO.: 20-3736222		All Care Tree Surgery, Inc. Hilton Head, SC LICENSE NO.: 57-1052181		State Tree Service, LLC Sumter, SC LICENSE NO.: 26-0418058		Engineer's Estimate	
					UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL
1	S-102	TRIMMING OF HARDWOOD TREES (LESS THAN TEN FEET)	5	EA	\$160.00	\$800.00	\$150.00	\$750.00	\$700.00	\$3,500.00	\$500.00	\$2,500.00
2	S-102	TRIMMING OF HARDWOOD TREES (TEN FEET UP TO TWENTY FEET)	9	EA	\$450.00	\$4,050.00	\$300.00	\$2,700.00	\$1,000.00	\$9,000.00	\$750.00	\$6,750.00
3	S-102	TRIMMING OF HARDWOOD TREES (TWENTY FEET AND GREATER)	2	EA	\$450.00	\$900.00	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00
5	S-102	REMOVAL OF HARDWOOD TREES (6-INCH UP TO 12-INCH DBH)	3	EA	\$280.00	\$840.00	\$285.00	\$855.00	\$200.00	\$600.00	\$300.00	\$900.00
6	S-102	REMOVAL OF HARDWOOD TREES (12-INCH UP TO 24-INCH DBH)	4	EA	\$432.00	\$1,728.00	\$675.00	\$2,700.00	\$400.00	\$1,600.00	\$450.00	\$1,800.00
7	S-102	REMOVAL OF HARDWOOD TREES (24-INCH AND GREATER DBH)	1	EA	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$800.00	\$800.00
8	S-102	GRIND STUMP OF REMOVED TREE	8	EA	\$52.00	\$416.00	\$48.00	\$384.00	\$35.00	\$280.00	\$70.00	\$560.00
9	S-103	SURVEYING	1	LS	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$1,600.00	\$1,600.00	\$10,000.00	\$10,000.00
10	SPEC	TRAFFIC CONTROL	1	LS	\$1,800.00	\$1,800.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
TOTAL ADDITIVE BID 2 AMOUNT:						\$15,134.00		\$14,639.00 *		\$21,180.00		\$28,010.00

TOTAL BASE BID AMOUNT:	\$267,239.00	\$324,875.00 *	\$318,600.00	\$446,200.00
TOTAL ADDITIVE BID 1 AMOUNT:	\$165,692.00	\$148,465.00	\$301,365.00	\$332,230.00
TOTAL ADDITIVE BID 2 AMOUNT:	\$15,134.00	\$14,639.00 *	\$21,180.00	\$28,010.00
TOTAL BID AMOUNT (BASE BID + ADDITIVE BID 1 + ADDITIVE BID 2):	\$448,065.00	\$487,979.00	\$641,145.00	\$806,440.00
DBE AMOUNT:	\$30,000.00	\$69,450.00	\$49,000.00	
DBE PERCENTAGE (PERCENTAGE OF TOTAL BID):	6.70% *	14.23%	7.64%	

* Corrected math error.

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBERT & BRIGHT, INC.

10/9/2015
DATE

**WORK AUTHORIZATION FOR TBE 2119-1504
RUNWAY 21 APPROACH TREE OBSTRUCTION REMOVAL
CONSTRUCTION PHASE PROFESSIONAL SERVICES
HILTON HEAD ISLAND AIRPORT
DECEMBER 4, 2015**

CONSTRUCTION ADMINISTRATION

Includes providing professional construction contract administration services during the construction contract. This includes conduct Preconstruction Conference and transmit meeting minutes, review of submittals/shop drawings, site visits during construction, conduct progress meetings and transmit meeting minutes, answer questions and review Contractor change requests during construction, process Contractor pay requests during construction, conduct final inspection and transmit punchlist items, prepare record drawings and coordinate final improvements with FAA, final Engineer's Report, project closeout documents.

RESIDENT PROJECT REPRESENTATIVE

Includes providing resident project representative (construction observation) services required by the FAA during construction. This primarily includes providing a resident construction observer while the Contractor is onsite working to observe the Contractor's work activities and finished work. The contract budget not-to-exceed amount includes providing a full-time resident construction observer while the Contractor is onsite working during this project. However, TBE will endeavor to provide one (1) resident construction observer to overlap both the Runway 3 Approach Tree Obstruction Removal and the Runway 21 Approach Tree Obstruction Removal projects to the maximum extent possible. The resident construction observer will also verify quantities of completed work by the Contractor that are eligible for inclusion on each Contractor pay request.

SOURCES AND USES OF FUNDS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Dated Date 01/15/2016
 Delivery Date 01/15/2016

Sources:

Bond Proceeds:	
Par Amount	17,915,000.00
Premium	1,761,292.95
	19,676,292.95

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.47
SLGS Purchases	19,434,992.00
	19,434,992.47

Delivery Date Expenses:	
Cost of Issuance	150,000.00
Underwriter's Discount	89,575.00
	239,575.00

Other Uses of Funds:	
Additional Proceeds	1,725.48
	19,676,292.95

SUMMARY OF REFUNDING RESULTS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Dated Date	01/15/2016
Delivery Date	01/15/2016
Arbitrage yield	2.030597%
Escrow yield	0.736456%
Value of Negative Arbitrage	271,939.82
Bond Par Amount	17,915,000.00
True Interest Cost	2.188638%
Net Interest Cost	2.327464%
All-In TIC	2.310664%
Average Coupon	3.639705%
Average Life	7.111
Par amount of refunded bonds	18,375,000.00
Average coupon of refunded bonds	4.519144%
Average life of refunded bonds	7.189
PV of prior debt to 01/15/2016 @ 2.030597%	21,683,440.08
Net PV Savings	1,901,925.28
Percentage savings of refunded bonds	10.350614%

SAVINGS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings
03/01/2016	405,765.63	79,420.28	326,345.35	
06/30/2016				326,345.35
09/01/2016	405,765.63	310,775.00	94,990.63	
03/01/2017	405,765.63	310,775.00	94,990.63	
06/30/2017				189,981.26
09/01/2017	405,765.63	310,775.00	94,990.63	
03/01/2018	1,680,765.63	1,620,775.00	59,990.63	
06/30/2018				154,981.26
09/01/2018	380,265.63	291,125.00	89,140.63	
03/01/2019	1,780,265.63	1,711,125.00	69,140.63	
06/30/2019				158,281.26
09/01/2019	352,265.63	269,825.00	82,440.63	
03/01/2020	1,877,265.63	1,799,825.00	77,440.63	
06/30/2020				159,881.26
09/01/2020	321,765.63	246,875.00	74,890.63	
03/01/2021	1,971,765.63	1,886,875.00	84,890.63	
06/30/2021				159,781.26
09/01/2021	287,734.38	222,275.00	65,459.38	
03/01/2022	2,062,734.38	1,972,275.00	90,459.38	
06/30/2022				155,918.76
09/01/2022	251,125.00	196,025.00	55,100.00	
03/01/2023	2,151,125.00	2,051,025.00	100,100.00	
06/30/2023				155,200.00
09/01/2023	207,187.50	168,200.00	38,987.50	
03/01/2024	2,232,187.50	2,113,200.00	118,987.50	
06/30/2024				157,975.00
09/01/2024	159,093.75	129,300.00	29,793.75	
03/01/2025	2,309,093.75	2,179,300.00	129,793.75	
06/30/2025				159,587.50
09/01/2025	108,031.25	88,300.00	19,731.25	
03/01/2026	2,383,031.25	2,243,300.00	139,731.25	
06/30/2026				159,462.50
09/01/2026	54,000.00	45,200.00	8,800.00	
03/01/2027	2,454,000.00	2,305,200.00	148,800.00	
06/30/2027				157,600.00
	24,646,765.69	22,551,770.28	2,094,995.41	2,094,995.41

Savings Summary

Savings PV date	01/15/2016
Savings PV rate	2.030597%
PV of savings from cash flow	1,900,199.80
Plus: Refunding funds on hand	1,725.48
Net PV Savings	1,901,925.28

BOND SUMMARY STATISTICS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Dated Date	01/15/2016
Delivery Date	01/15/2016
First Coupon	03/01/2016
Last Maturity	03/01/2027
Arbitrage Yield	2.030597%
True Interest Cost (TIC)	2.188638%
Net Interest Cost (NIC)	2.327464%
NIC w/Interest only	3.639705%
NIC w/Interest & OID	2.257150%
NIC w/Interest, OID & Und. Discount	2.327464%
All-In TIC	2.310664%
Average Coupon	3.639705%
Average Life (years)	7.111
Duration of Issue (years)	6.376
Par Amount	17,915,000.00
Bond Proceeds	19,676,292.95
Total Interest	4,636,770.28
Net Interest	2,965,052.33
Total Debt Service	22,551,770.28
Maximum Annual Debt Service	2,350,400.00
Average Annual Debt Service	2,026,619.40
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
	<hr/>
Total Underwriter's Discount	5.000000
Bid Price	109.331387

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bond	17,915,000.00	109.831	3.640%	7.111
	17,915,000.00			7.111

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,915,000.00	17,915,000.00	17,915,000.00
+ Accrued Interest			
+ Premium (Discount)	1,761,292.95	1,761,292.95	1,761,292.95
- Underwriter's Discount	-89,575.00	-89,575.00	
- Cost of Issuance Expense		-150,000.00	
- Other Amounts			
Target Value	19,586,717.95	19,436,717.95	19,676,292.95
Target Date	01/15/2016	01/15/2016	01/15/2016
Yield	2.188638%	2.310664%	2.030597%

BOND PRICING

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:									
	03/01/2018	1,310,000	3.000%	0.910%	104.393				57,548.30
	03/01/2019	1,420,000	3.000%	1.090%	105.856				83,155.20
	03/01/2020	1,530,000	3.000%	1.280%	106.893				105,462.90
	03/01/2021	1,640,000	3.000%	1.460%	107.580				124,312.00
	03/01/2022	1,750,000	3.000%	1.660%	107.775				136,062.50
	03/01/2023	1,855,000	3.000%	1.850%	107.645				141,814.75
	03/01/2024	1,945,000	4.000%	2.040%	114.609				284,145.05
	03/01/2025	2,050,000	4.000%	2.200%	114.809				303,584.50
	03/01/2026	2,155,000	4.000%	2.440%	112.693 C	2.568%	03/01/2025	100.000	273,534.15
	03/01/2027	2,260,000	4.000%	2.620%	111.136 C	2.826%	03/01/2025	100.000	251,673.60
		17,915,000							1,761,292.95

Dated Date	01/15/2016	
Delivery Date	01/15/2016	
First Coupon	03/01/2016	
Par Amount	17,915,000.00	
Premium	1,761,292.95	
Production	19,676,292.95	109.831387%
Underwriter's Discount	-89,575.00	-0.500000%
Purchase Price	19,586,717.95	109.331387%
Accrued Interest		
Net Proceeds	19,586,717.95	

BOND DEBT SERVICE

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			79,420.28	79,420.28	
06/30/2016					79,420.28
09/01/2016			310,775.00	310,775.00	
03/01/2017			310,775.00	310,775.00	
06/30/2017					621,550.00
09/01/2017			310,775.00	310,775.00	
03/01/2018	1,310,000	3.000%	310,775.00	1,620,775.00	
06/30/2018					1,931,550.00
09/01/2018			291,125.00	291,125.00	
03/01/2019	1,420,000	3.000%	291,125.00	1,711,125.00	
06/30/2019					2,002,250.00
09/01/2019			269,825.00	269,825.00	
03/01/2020	1,530,000	3.000%	269,825.00	1,799,825.00	
06/30/2020					2,069,650.00
09/01/2020			246,875.00	246,875.00	
03/01/2021	1,640,000	3.000%	246,875.00	1,886,875.00	
06/30/2021					2,133,750.00
09/01/2021			222,275.00	222,275.00	
03/01/2022	1,750,000	3.000%	222,275.00	1,972,275.00	
06/30/2022					2,194,550.00
09/01/2022			196,025.00	196,025.00	
03/01/2023	1,855,000	3.000%	196,025.00	2,051,025.00	
06/30/2023					2,247,050.00
09/01/2023			168,200.00	168,200.00	
03/01/2024	1,945,000	4.000%	168,200.00	2,113,200.00	
06/30/2024					2,281,400.00
09/01/2024			129,300.00	129,300.00	
03/01/2025	2,050,000	4.000%	129,300.00	2,179,300.00	
06/30/2025					2,308,600.00
09/01/2025			88,300.00	88,300.00	
03/01/2026	2,155,000	4.000%	88,300.00	2,243,300.00	
06/30/2026					2,331,600.00
09/01/2026			45,200.00	45,200.00	
03/01/2027	2,260,000	4.000%	45,200.00	2,305,200.00	
06/30/2027					2,350,400.00
	17,915,000		4,636,770.28	22,551,770.28	22,551,770.28

PRIOR BOND DEBT SERVICE

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2016			405,765.63	405,765.63	
06/30/2016					405,765.63
09/01/2016			405,765.63	405,765.63	
03/01/2017			405,765.63	405,765.63	
06/30/2017					811,531.26
09/01/2017			405,765.63	405,765.63	
03/01/2018	1,275,000	4.000%	405,765.63	1,680,765.63	
06/30/2018					2,086,531.26
09/01/2018			380,265.63	380,265.63	
03/01/2019	1,400,000	4.000%	380,265.63	1,780,265.63	
06/30/2019					2,160,531.26
09/01/2019			352,265.63	352,265.63	
03/01/2020	1,525,000	4.000%	352,265.63	1,877,265.63	
06/30/2020					2,229,531.26
09/01/2020			321,765.63	321,765.63	
03/01/2021	1,650,000	4.125%	321,765.63	1,971,765.63	
06/30/2021					2,293,531.26
09/01/2021			287,734.38	287,734.38	
03/01/2022	1,775,000	4.125%	287,734.38	2,062,734.38	
06/30/2022					2,350,468.76
09/01/2022			251,125.00	251,125.00	
03/01/2023	1,900,000	4.625%	251,125.00	2,151,125.00	
06/30/2023					2,402,250.00
09/01/2023			207,187.50	207,187.50	
03/01/2024	2,025,000	4.750%	207,187.50	2,232,187.50	
06/30/2024					2,439,375.00
09/01/2024			159,093.75	159,093.75	
03/01/2025	2,150,000	4.750%	159,093.75	2,309,093.75	
06/30/2025					2,468,187.50
09/01/2025			108,031.25	108,031.25	
03/01/2026	2,275,000	4.750%	108,031.25	2,383,031.25	
06/30/2026					2,491,062.50
09/01/2026			54,000.00	54,000.00	
03/01/2027	2,400,000	4.500%	54,000.00	2,454,000.00	
06/30/2027					2,508,000.00
	18,375,000		6,271,765.69	24,646,765.69	24,646,765.69

SUMMARY OF BONDS REFUNDED

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$25,500,000 General Obligation Bonds, Series 2007, 2007:					
SERIAL	03/01/2018	4.000%	1,275,000.00	03/01/2017	100.000
	03/01/2019	4.000%	1,400,000.00	03/01/2017	100.000
	03/01/2020	4.000%	1,525,000.00	03/01/2017	100.000
	03/01/2021	4.125%	1,650,000.00	03/01/2017	100.000
	03/01/2022	4.125%	1,775,000.00	03/01/2017	100.000
	03/01/2023	4.625%	1,900,000.00	03/01/2017	100.000
	03/01/2024	4.750%	2,025,000.00	03/01/2017	100.000
	03/01/2025	4.750%	2,150,000.00	03/01/2017	100.000
	03/01/2026	4.750%	2,275,000.00	03/01/2017	100.000
	03/01/2027	4.500%	2,400,000.00	03/01/2017	100.000
			18,375,000.00		

ESCROW REQUIREMENTS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Period Ending	Interest	Principal Redeemed	Total
03/01/2016	405,765.63		405,765.63
09/01/2016	405,765.63		405,765.63
03/01/2017	405,765.63	18,375,000.00	18,780,765.63
	1,217,296.89	18,375,000.00	19,592,296.89

ESCROW DESCRIPTIONS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jan 15, 2016:						
SLGS	Certificate	03/01/2016	03/01/2016	388,170	0.200%	0.200%
SLGS	Certificate	09/01/2016	09/01/2016	335,290	0.590%	0.590%
SLGS	Note	03/01/2017	03/01/2016	18,711,532	0.740%	0.740%
				19,434,992		

SLGS Summary

SLGS Rates File	09DEC15
Total Certificates of Indebtedness	723,460.00
Total Notes	18,711,532.00
Total original SLGS	19,434,992.00

ESCROW STATISTICS

Beaufort County, South Carolina
 Refunding of Series 2007 Bonds
 Estimated Market Rates as of December 9, 2015

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 19,434,992.47	1.093	0.736456%	0.736456%	19,163,052.64	271,939.82	0.01
19,434,992.47				19,163,052.64	271,939.82	0.01

Delivery date 01/15/2016
 Arbitrage yield 2.030597%

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000; 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 (“Title 11, Chapter 27”), 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) Pursuant to the Constitution, the County Bond Act, Title 11, Chapter 17, the favorable results of a referendum held in the County on November 7, 2016, and ordinances adopted by the County Council on March 12, 2007 (together, the “2007 Ordinance”), the County issued its \$25,500,000 General Obligation Bonds, Series 2007 (the “2007 Bonds”).

(f) 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.

(g) The Series 2007 Bonds maturing on or after March 1, 2018, are subject to redemption at the option of the County on or after March 1, 2017, as a whole or in part at any time, and if in part in such order of redemption of maturity as selected by the County, at par, together with the interest accrued thereon to the date fixed for redemption.

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

(i) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$21,000,000 principal amount general obligation advance refunding bonds of the County to provide funds for (i) refunding all of a portion of the County's outstanding 2007 Bonds (the "Bonds to be Refunded"); (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$21,000,000 aggregate principal amount of general obligation refunding bonds of the County to be designated "\$21,000,000 (or such lesser amount issued) General Obligation Advanced Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina" (the "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 refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2007 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2007 Bonds and used to redeem the Bonds to be Refunded.

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

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

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

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

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

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

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

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

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver

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

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

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

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

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

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

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

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

SECTION 13. Book-Entry System. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

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

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

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

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2007 Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 19. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (c) general obligation bonds of the State, its institutions, agencies, counties and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service.

SECTION 20. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Bonds. The County Administrator is further authorized to execute such contract, document or engagement letter as may be necessary and appropriate to effectuate these engagements.

[Remainder of Page Intentionally Left Blank]

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

Enacted this ____ day of _____, 2015.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:	December 14, 2015 (Tentative)
Second Reading:	January 11, 2016 (Tentative)
Public Hearing:	January 11, 2016 (Tentative)
Third and Final Reading:	January 25, 2016 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
GENERAL OBLIGATION ADVANCED REFUNDING BOND, SERIES 2016_

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 _____ in _____ (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 _____ in _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15 and 27, Code of Laws of South Carolina 1976, as amended; the favorable results of a referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2016.

[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 6:30 p.m. on January 11, 2016.

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 \$21,000,000 (the "Bonds"). The proceeds of the bonds will be used for the following purposes: (i) refunding all of a portion of the County's outstanding \$25,500,000 General Obligation Bonds, Series 2007 (the "Bonds to be Refunded"); (ii) paying costs of issuance of the Bonds (hereinafter defined); 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 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 Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016_,
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 _____, _____, 2016, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Advanced Refunding Bonds, Series 2016_, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Advanced Refunding Bonds, Series 2016_, 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 2016 Bonds: The 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 Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 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 Bonds purchased. The winning bidder, as a condition to delivery of the 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 _____, 2016; 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 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 Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the 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 Bonds will be reoffered to the public.

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

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 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 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 Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the 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 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 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 Bonds, results in an amount equal to the price bid for the 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 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 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 2016_ 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 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 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 Bonds.

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

Legal Opinion: The County Council shall furnish upon delivery of the 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 Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 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 _____, 2016, 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 _____, 2016, 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 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the 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 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 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 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the 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, 2016. 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 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 2016_ Bonds, or other material events affecting the tax status of the Series 2016_ 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 2016_ 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 Bonds and the 9-digit CUSIP numbers for the 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 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the 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 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 Bonds or under any other document relating to the 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 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 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 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 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named 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: _____

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2015 /

TEXT AMENDMENTS TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (CDC), TABLE 3.1.60 CONSOLIDATED USE TABLE – OFFICES & SERVICES, #17. RESIDENTIAL STORAGE FACILITY, ADDITION “C” (PERMITTED USE WITH CONDITIONS) TO T4-HC (HAMLET CENTER).

Whereas, added text is highlighted in yellow and underscored.

Adopted this ____ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: November 9, 2015

Second Reading: November 30, 2015

Public Hearing:

Third and Final Reading:

Amend Table 3.1.60 as follows:

17. Residential Storage Facility	--	--	--	--	--	--	--	--	--	--	C	--	C	C	--	C	C	C
18. Vehicle Services: Minor Maintenance and Repair	--	--	--	--	--	C	--	--	--	--	--	C	C	C	--	C	C	--
19. Vehicle Services: Major Maintenance and Repair	--	--	--	--	--	C	--	--	--	--	--	--	C	C	--	C	C	C
Land Use Type	T1 N	T2R	T2 RL	T2 RN	T2 RNO	T2 RC	T3E	T3 HN	T3 N	T3 NO	T4 HC	T4 VC	T4 HCO	T4 NC	C3	C4	C5	SI

"P" indicates a Use that is Permitted By Right.

"C" indicates a Use that is Permitted with Conditions.

"S" indicates a Use that is Permitted as a Special Use.

"TCP" indicates a Use that is permitted only as part of a Traditional Community Plan under the requirements in Division 2.3

"--" indicates a Use that is not permitted.

Amend Section 4.1.220 as follows:

“E. Residential Storage Facilities in T4 Hamlet Center, T4 Hamlet Center Open, and T4 Neighborhood Center: Residential storage facilities shall be sited so that storage buildings are located in the interior of the block and do not face a street. The site shall incorporate outparcels to screen and separate the storage buildings from the street. The leasing office and/or security quarters may face and address the street. In the T4 Hamlet Center District where and adaptive reuse of an existing building is sought to preserve commercial stability on a street, the building and parcel upon which it resides may be remodeled and converted into a residential storage facility.”