AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
Monday, October 22, 2012
4:00 p.m.
Large Meeting Room, Bluffton Branch Library
120 Palmetto Way, Bluffton

Citizens may participate in the public comment periods and public hearings telephonically from Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort and as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
   Discussion is not limited to agenda items.
   Large Meeting Room

2. REGULAR MEETING - 5:00 P.M.
   Large Meeting Room

3. CALL TO ORDER

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. REVIEW OF MINUTES
   A. September 24, 2012 (backup)

7. BOARD AND COMMISSION MEMBERS’ PUBLIC SERVICE RECOGNITION
   A. Kevin Farrugio, Northern Corridor Review Board
   B. Mary T. Johnson, Alcohol and Drug Abuse Board
   C. Leonard Law, Airports Board
   D. Marion McCall, Disabilities and Special Needs Board
   E. Charles Morse, Library Board
   F. James Tiller, Southern Corridor Review Board
   G. Murray Weiner, Disabilities and Special Needs Board
   H. Joseph Zimmerman, Airports Board
8. PROCLAMATIONS
   A. Purple Heart County
      Mr. Rick A. Roszelle, Adjutant, Col. Jimmy H. Leach Chapter 1948 Beaufort
   B. The Hilton Head Area Association of Realtors
      Mrs. Jean Beck, Executive Vice President

9. PUBLIC COMMENT

10. DEPUTY ADMINISTRATOR’S REPORT
    Mr. Bryan Hill, Deputy County Administrator
    A. The County Channel / Broadcast Update
    B. Two-Week Progress Report / County Administrator (backup)
    C. Two-Week Progress Report / Deputy County Administrator (backup)
    D. Monthly Budget Summary (backup)
    E. Update / $5 Million Bond Anticipation Note
       Mr. David Starkey, Chief Financial Officer
    F. Together for Beaufort County Project Report Card on Goals

11. APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT FOR THE SC 170 WIDENING PROJECT WITH THE SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK AND ACCEPTANCE OF A GRANT IN THE AMOUNT OF $24.9 MILLION (backup)
    1. Consideration of approval to occur October 22, 2012

12. REQUEST TO PURCHASE SIX 2013 DODGE CHARGERS FOR SHERIFF’S OFFICE (backup)
    1. Consideration of approval to occur October 22, 2012
    2. Contract award: Benson Chrysler, Greer, South Carolina
    3. Contract amount: $137,207
    4. Funding: Vehicle Replacements, Account #21052-54000, Vehicle Purchases

13. REQUEST TO PURCHASE FOUR 2013 DODGE CHARGERS FOR SHERIFF’S OFFICE (backup)
    1. Consideration of approval to occur October 22, 2012
    2. Contract award: Benson Chrysler, Greer, South Carolina
    3. Contract amount: $91,438
    4. Funding: Vehicle Replacements, Account #21051-54000, Vehicle Purchases

14. CONSENT AGENDA – ITEMS A THROUGH F
    A. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A QUIT CLAIM DEED TO PEACOCK VENTURES, LLC AS PART OF A SETTLEMENT AGREEMENT IN THE CASE OF BEAUFORT COUNTY V. OLD SOUTH APARTMENTS II (backup)
       1. Consideration of second reading approval to occur October 22, 2012
2. Public Hearing Announcement – Monday, November 5, 2012 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort
3. First reading approval occurred October 8, 2012 / Vote 11:0
4. Public Facilities Committee discussion and recommendation to approve occurred September 25, 2012 / Vote 4:0

B. TEXT AMENDMENTS TO AIRPORTS BOARD CHARTER BOARD (backup)
1. Consideration of third and final reading approval to occur October 22, 2012
2. Second reading approval occurred October 8, 2012 / Vote 11:0
3. Public Facilities Committee discussion and recommendation to approve occurred September 25, 2012 / Vote 4:0
4. Chairman referred issue back to Public Facilities Committee on September 10, 2012
5. Chairman referred issue back to Public Facilities Committee on August 27, 2012
6. First reading approval occurred August 13, 2012 / Vote 10:0
7. Public Facilities Committee discussion and recommendation to approve occurred July 24, 2012 / Vote 6:0

C. AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EXISTING DRAINAGE EASEMENT AND THE ACCEPTANCE OF A RELOCATED DRAINAGE EASEMENT ON PROPERTY OWNED BY THE SAME GRANTOR (backup)
1. Consideration of second reading approval to occur October 22, 2012
2. Public Hearing Announcement – Monday, November 5, 2012 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort
3. First reading approval occurred October 8, 2012 / Vote 11:0
4. Public Facilities Committee discussion and recommendation to approve occurred September 25, 2012 / Vote 4:0

D. AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO AMEND THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO), ARTICLE V. USE REGULATIONS, SECTION 106-1218. COTTAGE INDUSTRY (TO REDUCE ACREAGE, SCREENING AND LIGHTING REQUIREMENTS AND TO REMOVE DIRECT ACCESS TO A PAVED ARTERIAL ROAD FOR COTTAGE INDUSTRIES IN RURAL ZONING) (backup)
1. Consideration of second reading approval to occur October 22, 2012
2. Public Hearing Announcement – Monday, November 5, 2012 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort
3. First reading approval occurred October 8, 2012 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred October 1, 2012 / Vote 6:0
5. Planning Commission approval occurred September 6, 2012 / Vote 5:0
E. RESOLUTION AMENDING THE FEE SCHEDULE OF THE PARKS AND LEISURE SERVICES DEPARTMENT (backup)
   1. Consideration of adoption to occur October 22, 2012
   2. Community Services Committee discussion and recommendation to approve occurred October 15, 2012 / Vote 5:0
F. 2013 AGENCIES’ FUNDING RECOMMENDATIONS (backup)
   1. Consideration of adoption to occur October 22, 2012
   2. Community Services Committee discussion and recommendation to approve occurred October 15, 2012 / Vote 4:0

15. PUBLIC HEARINGS – 6:00 P.M.
   A. AN ORDINANCE TO AMEND AND CLARIFY ORDINANCES 2005/28 AND 2005/42 ENTITLED “AN ORDINANCE TO IMPOSE A TWO AND ONE-HALF PERCENT FEE ON THE PRICE OF ADMISSIONS TO PLACES OF AMUSEMENT WITHIN BEAUFORT COUNTY, EFFECTIVE DATE, SUNSET PROVISION, AND SEVERABILITY” (backup)
      1. Consideration of third and final reading to occur October 22, 2012
      2. Second reading approval occurred October 8, 2012 / Vote 11:0
      3. First reading approval occurred September 24, 2012 / Vote 11:0
      4. Governmental Committee discussion and recommendation to approve occurred September 4, 2012 / Vote 5:0

16. COMMITTEE REPORTS (backup)

17. PUBLIC COMMENT

18. EXECUTIVE SESSION
   A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m. on Monday, September 24, 2012 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Rick Caporale, Gerald Dawson, Steven Baer, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

DISCUSSION ITEMS

Topics discussed during caucus included: (i) a request to see if Council would be willing to reconsider the $150,000 buy back of library space at St. Helena Elementary School due the County from the School District, similar to the action Council took to forgive the Heritage loan interest payment; (ii) revision of the $10 motorized vehicle fee to allow use of those funds to not only pave and maintain county roads, but state roads and bridges as well; (iii) consideration of Lowcountry Resorts and Tourism $49,000 application that was not received by the due date because is exceeded the allowable email size. The applicant did not verify sent. and (iv) Accommodations Tax Board approval to allow Bluffton Historical Preservation Society to redirect 2006 accommodations tax grant to fund a bathroom project, which has been a non-starter, and allow them to use those funds on their Heyward House roof project.

CALL OF EXECUTIVE SESSION

It was moved by Mr. Caporale, seconded by Ms. Von Harten, that Council go immediately into executive session for the purpose of discussion of negotiations incident to property contractual arrangements and proposed purchase of property and receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

EXECUTIVE SESSION

RECONVENE OF REGULAR SESSION
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The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, September 24, 2012 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Weston Newton, Vice Chairman D. Paul Sommerville and Councilmen Rick Caporale, Gerald Dawson, Steven Baer, Brian Flewelling, Herbert Glaze, William McBride, Stu Rodman, Gerald Stewart and Laura Von Harten.

PLEDGE OF ALLEGIANCE

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

INVOCATION

Councilman Glaze gave the Invocation.

REVIEW OF PROCEEDINGS OF THE REGULAR MEETING HELD AUGUST 13, 2012

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held August 13, 2012. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSTAIN – Mr. Dawson. The motion passed.

REVIEW OF PROCEEDINGS OF THE REGULAR MEETING HELD AUGUST 27, 2012

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held August 27, 2012. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

PROCLAMATION

Archeology Month

The Chairman proclaimed October 2012 as archaeology month in Beaufort County and encouraged citizens to obtain an awareness of the many archaeological resources in Beaufort County. Mr. Ian Hill, Historic Preservationist, accepted the proclamation.

Presentation by Beaufort County Historical Society

Mrs. Pamela Martin Ovens, President, Beaufort County Historical Society, presented Mr. Kubic, County Administrator, a plaque in appreciation of his lifetime commitment to history and his
valuable contributions to this community. This special achievement award is for his dedication to the study and preservation of history in Beaufort County.

PUBLIC COMMENT

The Chairman recognized Mrs. Phyllis Lambert, a resident of Bluffton, who was accompanied by several Pinecrest Subdivision residents. She thanked Mr. Sommerville for visiting the intersection Crossings Boulevard / Masters Way. Mrs. Lambert read a letter from Mrs. Tammy Williams, a Pinecrest resident, regarding the Bluffton Parkway intersection at Crossings Boulevard / Masters Way.

COUNTY ADMINISTRATORS’ REPORT

The County Channel / Broadcast Update

Mr. Gary Kubic, County Administrator, said The County Channel continues to produce its Beaufort History Moments. This latest episode covers the rich tradition of Gullah Cuisine.

The County recently opened the Coursen-Tate Memorial Park, named in honor of two Beaufort County Sheriff’s Deputies killed in the line of duty ten years ago. The park, located on Lady’s Island, has two baseball diamonds, two multi-use soccer fields, two football fields, a picnic pavilion and playground.

September 15 and 16 was Lt. Dan Weekend in Beaufort. There were several activities and services provided for some of our disabled veterans, culminating with a concert at Waterfront Park. Gary Sinise, the star bass player, and the actor who played Lt. Dan in the film, Forest Gump, taped a promo with us for the County Channel.

Two-Week Progress Report / County Administrator

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from September 10, 2012 through September 21, 2012.

Resolution to Adopt a Reasonable Accommodation Policy as Required by the Americans with Disabilities Act (ADA) Public Law 101-336

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council adopt a resolution establishing a Reasonable Accommodation Policy as required by the Americans with Disabilities Act (ADA) Public Law 101-336. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2
DEPUTY COUNTY ADMINISTRATOR’S REPORT

Two-Week Progress Report / County Administrator

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from September 10, 2012 through September 21, 2012.

Monthly Budget Summary

Mr. Bryan Hill, Deputy County Administrator, submitted the actual year-to-date comparison for the period ending August 31, 2012.

FY 2014 Budget Preparation Schedule

Mr. Bryan Hill, Deputy County Administrator, presented a draft of the FY 2014 budget preparation schedule.

American Institute of CPAs 2012 Leadership Academy

Mrs. Alicia Holland, Comptroller, will participate in the AICPA 2012 Leadership Academy in Raleigh, North Carolina.

Update on Pinecrest Subdivision

Mr. Gary Kubic, County Administrator, stated Pinecrest Subdivision is located in the jurisdiction of the Town of Bluffton. Mr. Colin Kinton, Transportation / Traffic Engineer, will update Council on traffic counts, bus movements, accidents in that area, and by analogy a light at Parkers gasoline station intersection. It has some similarities in that Masters Way and Crossings Boulevard are private roads, and Parker Development Group paid the County for the installation of that traffic light -- approximately $70,000. The Country contributed $26,000 to $27,000 in equipment as an in-kind. That light was driven by private contributions.

Mr. Kinton stated the County is in the process of gathering preliminary data and completing an analysis of the intersection. Masters Way is the private-maintained road owned by Pinecrest Subdivision, but it is open to the public. Crossings Boulevard runs north of Bluffton Parkway. During public comment, there was talk about the hill and having difficult sight from the hill. Just east of this intersection is a golf cart tunnel that provides access for Pinecrest residents to get back and forth to the golf course. There is actually a vertical hill there. As part of the analysis, the County will be looking at not just the location of the signal, but making sure that there is adequate sight distance because of the hill. The County will be checking sight distance, accidents, counting traffic volumes, and looking at other alternatives for that intersection. The County has gathered some preliminary traffic data of the turning movements at that intersection during morning peak hour, midday, and afternoon peak hour. Except for the through traffic on Bluffton Parkway, overall movement involves left turns from Bluffton Parkway onto Masters Way going to the school site and then right turns coming out. Morning peak hour there were 189 vehicles turning right from Masters Way onto Bluffton Parkway and 246 turning left. Usually

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right turn volumes typically do not warrant signals because you can usually turn right safely most anywhere. The problem with Masters Way it is only one lane. If you have a heavy right-turn volume, it is also delaying the left turns and through movements, too, even though they are light movements. Midday volumes are light. In the afternoon peak hour, when school is letting out, there is heavy through volumes on Bluffton Parkway, heavy left turn turning from Bluffton Parkway on Masters Way, and heavy right turn turning out.

Buses were also counted. In the morning peak hour, most of the bus movements were through movements, either right turns out or left turns in. In the afternoon peak hour, two buses were doing movements that are not safe. One bus went from Masters Way over Crossings Boulevard and another bus came out of Crossings Boulevard and turned left. The width of the medium, approximately 25 feet, but taking into the turn lane, the bus would be extending into a turn lane. The County contacted the School District last year and they forwarded us to Durham School Bus Services, their contracted bus provider. We asked them not to allow buses to make those crossing movements at that intersection. This year, however, there are some administrative changes at the School District and at Durham School Bus Services. The County has the name and number of the person at Durham School Bus Services. The County will be contacting them again asking them, at least in the immediate term, to stop those two bus movements. There are other ways – McCracken Circle on Buckwalter Parkway, then turn back around Bluffton Parkway. There are safer ways to get from point A to point B without having to cross over that intersection.

Accidents were also counted. There was an accident from traffic turning right out of Masters Way (property damage only accident). There was a left turn accident where someone turned left in front of traffic (a person was injured in this accident). There have been two rear-end accidents on Masters Way where people were impatient pulling out and rear-ended each other. There have been other accidents in the general vicinity – a deer was hit, someone fell asleep at the wheel and ran off the road, and other single-vehicle type accidents, not attributed to the intersection.

**Construction Project Updates**

**US Highway 278 Roadway Construction**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project involves widening of a total of 4.8 miles of US Highway 278 including the bridges over the Okatie River. The contractor is APAC Southeast of Savannah, Georgia. The cost is $23,637,119. The contract completion date is November 2013. Drainage pipes at Rose Hill are complete, total pipe system is 97% complete. Bridge contractor has pile driving and concrete operations underway. Placing asphalt base and leveling is underway.

**SC Highway 170 Widening**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project involves the widening of SC Highway 170 from SC Highway 26 to US Highway 278 (approximately 4.9 miles). Improvements include multi-use path, signalization and raised median to preserve trees.
The State Transportation Infrastructure Bank agreement has been executed. The contractor Notice to Proceed date is October 1, 2012. The contractor is Cleland Construction of Ridgeland, South Carolina. The bid amount is $14,998,972.30.

**Bluffton Parkway Phase 5A (Bridge)**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project involves construction of approximately 3,500 feet of road improvements and 4,100 feet of bridge just east of Moss Creek over US Highway 278. The project was re-advertised on August 30, 2012. Bids are due October 1, 2012.

**Bluffton Parkway Phase 6 & 7**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project involves a route study and environmental document for the extension of the Parkway into Jasper County over the New River connecting with I-95 at Exit 3. This is a joint effort between Beaufort and Jasper Counties, the City of Hardeeville, and Stratford Land. Professional Engineering Service proposals were submitted on May 10, 2012. The Evaluation Committee, consisting of Beaufort County, Jasper County, City of Hardeeville and Stratford Land met on June 18, 2012, selected the most qualified proposer, and began preliminary negotiations with that firm. The County is awaiting receipt of the State Infrastructure Bank agreement.

**St. Helena Library at Penn Center**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project is a 25,000 square foot library facility, LEED certified, and associated infrastructure. The contractor is Choate Construction Company of Pooler, Georgia. The cost is $7,332,403. The contract completion date is October 2012. Final interior finishes are underway. Furniture installation will be completed next week. The opening collection is to arrive this week.

**Courthouse Renovation**

Mr. Rob McFee, Division Director-Engineering and Infrastructure, reported this project involves the removal of failed exterior finish, roof and all exterior doors and windows. New brick exterior with cast stone elements and a standing-seam metal roof will replace the existing components. The rear balcony and main entry will be enclosed adding approximately 2,500 square feet of new office space. The Detention Center administration roof and façade replacement is included in this contract. The contractor is Fraser Construction Company of Bluffton, South Carolina. The cost is $14,031,500. The contract completion date is November 2013. The contractor continues removal of EFIS and commenced installation of steel for new Mansard roof.

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AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING $5,000,000 OF GENERAL OBLIGATION BOND ANTICIPATION NOTES TO PROVIDE FUNDS FOR COURTHOUSE RENOVATIONS, CORONER'S OFFICE RENOVATIONS AND MYRTLE PARK COUNTY ADMINISTRATION BUILDING RENOVATIONS; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council approve on third and final reading an ordinance authorizing the issuance and sale of not exceeding $5,000,000 of general obligation bond anticipation notes to provide funds for Courthouse renovations, Coroner’s Office renovations and Myrtle Park County Administration Building renovations; fixing the form and details of the notes; authorizing the county administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto. Further, Council authorize a transfer of funds in the amount of $712,943 from CIP for Courthouse renovations, Coroner’s Office renovations and Myrtle Park County Administration Building renovations. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

AN ORDINANCE TO AMEND AND CLARIFY ORDINANCES 2005/28 AND 2005/42 ENTITLED “AN ORDINANCE TO IMPOSE A TWO AND ONE-HALF PERCENT FEE ON THE PRICE OF ADMISSIONS TO PLACES OF AMUSEMENT WITHIN BEAUFORT COUNTY, EFFECTIVE DATE, SUNSET PROVISION, AND SEVERABILITY

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council approve on first reading an ordinance to amend and clarify ordinances 2005/28 and 2005/42 entitled “an ordinance to impose a two and one-half percent fee on the price of admissions to places of amusement within Beaufort County, effective date, sunset provision, and severability. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

MOTOROLA PUBLIC SAFETY COMMUNICATIONS MAINTENANCE SERVICE CONTRACT FOR EMERGENCY MANAGEMENT DEPARTMENT

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council award the annual contract renewal with Motorola to provide communication equipment services for the Emergency Management Department in the amount of $1,426,234. The contract term will cover the current fiscal year and expire on July 31, 2013. Funding is from Account 23150-51110 Communications, Maintenance Contracts. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

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VERIZON WIRELESS CONTRACT FOR BEAUFORT COUNTY

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council award the contract renewal with Motorola to provide E911 maintenance services for the Emergency Management Department in the amount of $55,339. The contract term will cover the current fiscal year and expire on July 31, 2013. Funding is from Account 23205-51110 E911 Fund, Maintenance Contracts. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

HDPE PIPE CONTRACT WITH FERGUSON ENTERPRISES FOR PUBLIC WORKS DEPARTMENT

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council award a contract for HDPE pipe to Ferguson Enterprises of Bluffton, South Carolina in the amount of $110,000 for the third contract term of a one-year contract with two additional one-year contract renewal periods all subject to the approval of Beaufort County. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

UNIFORM CONTRACT WITH RENTAL UNIFORM SERVICE OF FLORENCE FOR PUBLIC WORKS DEPARTMENT

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council award a contract renewal for uniform rental and cleaning services to Rental Uniform Services of Florence, South Carolina in the amount of $64,000. Funding is from Account 33020-52050 through 33398-52050 General Revenue and Storm Water Enterprise Fund 13530-52050 through 13531-52050 Mosquito Control Account 43190-52050 Uniforms. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

UNIFORM CONTRACT WITH WRIGHT JOHNSTON FOR SHERIFF'S OFFICE

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council award a contract for the purchase of uniform items from Wright Johnston Uniforms, LLC in the amount of $50,000. Funding is from Accounts 21051-52050 and 21052-52050, which have a total available balance of $81,111. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

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BLUFFTON HISTORICAL PRESERVATION SOCIETY / REQUEST TO UTILIZE 2006 COUNTY ACCOMMODATIONS TAX FUNDS GRANT FOR ROOF PROJECT

It was moved by Mr. McBride, seconded by Mr. Stewart, that Council authorize the Bluffton Historical Preservation Society to re-purpose $50,000 from a 2006 accommodations tax grant to fund a bathroom project, which has been a non-starter, and allow them to use those funds on their Heyward House roof project. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 93/20 TO EXPAND THE PERMISSIBLE EXPENDITURES OF FUNDS COLLECTED UNDER SAID ORDINANCE

Mr. Dawson stated this issue involves the $10 motorized vehicle fee (TAG) funds used to pave dirt roads as well as maintain County dirt roads and bridges. The revision of the ordinance is to include state projects as well. By Council revising the ordinance, to include those funds being used on State projects, specifically, resurfacing state roads in addition to paving of County dirt roads would slow the process pulling funds away from the dirt road paving projects. For that reason, he will vote against the ordinance.

Mr. Glaze expressed concern regarding diverting funds from the County dirt road paving program to state projects.

Mr. Stewart commented there is concern here about taking money away from paving of the unpaved roads and slow it down. However, it was his understanding at committee meeting that would not be the case.

Mr. Rob McFee, Division-Director Engineering and Infrastructure, replied members of the Public Committee at their meeting September 25, 2012, will receive a full briefing on the status of our existing dirt road projects and the right-of-way requirements that we must meet. Because of this new process, the dirt road program will not move fast enough for this one-year match to have an affect on it because the program will have to obtain right-of-way instruments for the new roads that we are now paving. The program will not see a delay. The match money is a one-time offer. The ability for any local funds to be matched one-to-one is an opportunity that we put in an application.

Mr. Stewart asked, “Would this financially affect the dirt road projects going forward”?

Mr. McFee replied the money that would be there in fiscal year 2013 would not be able to be programmed if we continue through the end of the application process. Insofar as the pace of the program, it will see no adverse effect.

Mr. Stewart asked, “Would this have an adverse effect on the number of miles or the number of roads that are going to be dealt with.”

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Mr. McFee replied the only effect he foresees is having all of the roads paved in 21 or 22+ years, rather than 20 years.

Mr. Baer commented this issue is about our inability to get right-of-way instruments this year, and, therefore, we cannot pave dirt roads fast enough to use the money. The request is to defer to the state road program, but a year from now we might have the right-of-way problem solved and are ready to continue at our normal pace of the dirt road program. Would we have to revise this ordinance a year from now?

Mr. McFee replied that would be an option.

Mr. Baer stated perhaps we ought to change this ordinance just to make it hold for one year and have the ability to renew it every year or revisit every year.

Mr. Newton commented this ordinance does not commit one dollar to do anything. Council would have to approve that. This ordinance simply provides the flexibility to take advantage of the grant-matching program that is available this year. TAG funds are collected by virtue of County ordinance and by adding the words “and state” as an additional authorized use for these funds if approved by Council. It does not commit Council. It does not take monies away from anything. It, perhaps, creates the opportunity, as intended, to avail ourselves of a matching program from the state for potential state roads that otherwise might not be addressed.

Mr. Dawson is arguing against this revision because the County has many dirt roads to pave. These citizens are entitled to have their road paved and not be driving through mud, clay, etc. We are taking the position now of looking at resurfacing roads that are paved already, when we have so many citizens who are still driving on dirt roads. He is arguing against Council revising this ordinance to resurface roads that are already paved versus trying to finish paving our dirt roads.

It was moved by Mr. Glaze, as Public Facilities Committee Chairman (no second required), that Council approve on second reading an ordinance to amend Beaufort County Ordinance 93/20 so as to expand the permissible expenditures of funds collected under said ordinance. The vote was: YEAS - Mr. Baer, Mr. Flewelling, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mr. Caporale, Mr. Dawson, Mr. Glaze and Mr. McBride. The motion passed.

The Chairman announced the public hearing would be held Monday, October 8, 2012 beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

**EMPLOYEE INSURANCE BENEFITS 2013**

It was moved by Mr. Rodman, seconded by Mr. McBride, that Council approve the 2013 County Employee Insurance Benefit Program with no rate increase from vendors: health insurance and
Rx – Blue Cross/Blue Shield of South Carolina; dental insurance – United Concordia Dental; vision insurance – United Healthcare Vision; and life/ supplement-life/D&D/short- and long term disability–ING. All vendors have agreed to the same plans with no price increase for 18 months from January 2013 through June 30, 2014 to accommodate a change to fiscal year contracts have agreed to the same plans with no price increase for 2013. The vote was: YEAS - Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion passed.

2013 ACCOMMODATIONS TAX BOARD RECOMMENDATIONS

Mr. Rodman, as Finance Committee Chairman, submitted the 2013 Accommodations Tax Board recommendations. At the August 20, 2012, meeting of the Finance Committee, members approved a $450,000 allocation and that is the actual recommendation before Council today.

Main motion: It was moved by Mr. Rodman, as Finance Committee Chairman (no second required), that Council approve the 2013 accommodations tax funding in the amount of $450,000 as follows: Historic Beaufort Foundation $3,200; Daufuskie Island Historical Foundation $2,000; Community Foundation of the Lowcountry $12,000; Keep Beaufort County Beautiful $2,800; Bluffton Historical Preservation Society $20,000; Hilton Head Island Symphony $4,000; Coastal Discovery Museum $20,000; Beaufort Arts Association $1,400; The Original Gullah Festival of South Carolina, Inc. $17,500; Hilton Head Island Concours de’Elegance, Inc. $12,000; Bluffton Self Help $1,000; The Society of Bluffton Artists $1,000; South Carolina Repertory Company $2,500; Main Street Beaufort $20,000; Art League of Hilton Head Island $2,000; Beaufort County Black Chamber of Commerce $60,000; Exchange Club of Beaufort / CAPA $1,500; Lowcountry Golf Course Owners Association $18,000; Penn Center, Inc. $16,000; Hilton Head Island/Bluffton Chamber of Commerce $33,500; Beaufort Film Society $15,000; Historic Bluffton Arts and Seafood Festival, Inc. $5,000; Yemassee Revitalization Corp. $1,000; The Sandbox $4,700; Mitchelville Preservation Project, Inc. $10,000; Arts Council of Beaufort County $20,000; Beaufort Regional Chamber of Commerce $95,000; Main Street Youth Theater $1,500; The Beaufort County Historical Society $5,000; Arts Center of Coastal Carolina $9,000; Experience Green $2,500; Hilton Head Choral Society $2,000; and Lt. Dan Weekend #4 $13,000.

Motion to amend substitution #1: It was moved by Mr. Rodman, seconded by Ms. Von Harten, that Council increase the $450,000 allocation to $477,000 and that the $27,000 increase be allocated to the Lowcountry Resorts and Tourism Commission, whose application exceeded the allowable email size, and, therefore, was not received by the due date. The applicant did not verify sent.

Mr. Rodman stated several options exist. Take the application back to the Accommodations Tax Board and let them repackage it into the $450,000 allocation or come back to Council for some increase in the amount. To expedite the matter, Mr. Rodman looked back over the last three years, and Lowcountry Resorts and Tourism Commission has received on average 6% of the allocations of the accommodations tax. If we apply that 6% to the amount that is being recommended this year, that would be $27,000. The amount that they have requested is $46,000.

To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2
Motion to amend by substitution #2: It was moved by Mr. Dawson seconded by Mr. Baer, that Council remove the additional $27,000 allocation (no additional revenue) and send the Lowcountry Resorts and Tourism Commission $47,000 application back to the Accommodations Tax for their recommendation. The allocation is $450,000. The vote was: YEAS – Mr. Dawson. NAYS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. The motion failed.

Vote on the motion to amend by substitution #1: Council increase the $450,000 allocation to $477,000 and that the $27,000 increase be allocated to the Lowcountry Resorts and Tourism Commission, whose application exceeded the allowable email size, and, therefore, was not received by the due date. The applicant did not verify sent. The vote was: YEAS – Mr. Rodman and Ms. Von Harten. NAYS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Sommerville, Mr. Stewart and Mr. Sommerville. The motion failed.

The Chairman passed the gavel to the Vice Chairman in order to make a motion.

Motion to amend by substitution #3: It was moved by Mr. Newton, seconded by Mr. Flewelling, that Council send the 2013 accommodations tax recommendations back to the Accommodations Tax Board, ask them to specifically consider the Lowcountry Resorts and Tourism Commission $47,000 application, and increase the allocation previously identified for them of $450,000 to $477,000. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mr. McBride. The motion passed.

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

Public Facilities Committee

Seabrook Point Special Purpose Tax District

Keith Dawkins

The vote was: YEAS — Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. Mr. Dawkins garnered the six votes required to serve as a member of the Seabrook Point Special Purpose Tax District.

To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2
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 6:54 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: ________________________________

Wm. Weston J. Newton, Chairman

ATTEST

Suzanne M. Rainey, Clerk to Council

Ratified:

To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2
The following is a summary of activities that took place October 8, 2012 through October 19, 2012:

October 8, 2012
  - County Council Caucus
  - County Council meeting

October 9, 2012
  - USDA pre-closing
  - PALS employee interview
  - Meeting with Deputy County Administrator Bryan Hill
  - Interview with Ken Ballard, of Ballard King & Associates re: PALS Performance management assessment

October 10, 2012
  - Conference call with staff re: Discussion of $30,000 grant from County to Coastal Community Development Corporation for Room Renovation / Food Processing Facility
  - Alcohol and Drug Abuse departmental visit

October 11, 2012
  - Meeting with Donna Ownby, Director of EMS, re: Staff CPR training
  - Records Management departmental visit
October 12, 2012

- Meeting with Deputy County Administrator Bryan Hill
- Animal Shelter departmental visit
- Meeting with Bill Ferguson and Andy Truesdale re: Insurance rates
- Meeting with Deputy County Administrator Bryan Hill and Community Services Director Morris Campbell

October 15, 2012

- Meeting with Councilmember Paul Sommerville, and representatives from Beaufort Memorial Hospital, Sheriff's office, and EMS, re: Protocol for delivering patients to Beaufort Memorial Hospital

October 16, 2012

- Island West follow-up meeting
- County / Town of Hilton Head Island bimonthly meeting
- Meeting with Wayne Corley and Ed Hughes, Assessor re: Reassessment
- Meeting with Solicitor Duffie Stone

October 17, 2012

- No scheduled meetings

October 18-19, 2012

- Personal leave
Memorandum

DATE: October 19, 2012

TO: County Council

FROM: Bryan Hill, Deputy County Administrator

SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place October 8, 2012 through October 19, 2012:

October 8, 2012 (Monday):

- Meet with Suzanne Gregory, Employee Services
- Meet with Ed Hughes, Assessor
- Meet with Gary Kubic, County Administrator
- Attend Mediation for Towne Center Inverse Condemnation Suit
- Prepare for County Council Meeting
- County Council

October 9, 2012 (Tuesday):

- Meet with Ken Ballard of Ballard*King, Recreation Planning and Operation Consultants; Site Visits to Gloria Potts Community Center, Scott Recreation Complex, Charles Lind Brown Community Center and Pool, Coursen and Tate Memorial Park, Burton Wells Regional Park; Meet with Gary Kubic, County Administrator; Meet with PALS Advisory Board; Observe Circle of Hope at Lind Brown Center

October 10, 2012 (Wednesday):

- Attend PALS Leadership Meetings with Ken Ballard; Visit PALS Parks and Centers; Observe Athletic Events in Bluffton

October 11, 2012 (Thursday)--Bluffton:

- Bluffton Hours
October 12, 2012 (Friday):

- Meet with Gary Kubic, County Administrator
- Planning Office - Visit
- Meet with Suzanne Gregory, Employee Services Director re: Personnel
- Meet with Gary Kubic, County Administrator and Morris Campbell, Community Services Director

October 15, 2012 (Monday):

- Meeting re: Protocol for Delivering Patients to Beaufort Memorial Hospital Emergency Room
- Meet with Audra Antonacci, Codes Enforcement
- Meet with Gary Kubic, County Administrator

October 16, 2012 (Tuesday):

- Meet with David Starkey, CFO and Joshua Gruber, Staff Attorney
- Meet with Maria Walls, Treasurer's Office
- Meet with Suzanne Gregory, Employee Services
- Meet with Philip Foot, Public Safety Director
- Meet with Robert McFee, Engineering & Infrastructure re: Sales Tax Figures

October 17, 2012 (Wednesday):

- Agenda Review
- Meet with Robert McFee, Engineering & Infrastructure re: Sales Tax Figures

October 18, 2012 (Thursday):

- PLD

October 19, 2012 (Friday):

- Meet with Suzanne Gregory, Employee Services re: Personnel Matters
- Meet with Monica Spells, Compliance Officer re: Assessment Data Flow Chart Development
- Meet with David Starkey, CFO re: TIF and Reassessment
- Meet with Alicia Holland, Controller re: Leadership Conference Recap
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General Fund Revenue

(5,104,963) (5,015,628) (6,648,020) (4,831,935) (5,825,222) (97,150,130)

General  Elected COUNTY COUNCIL
          11000  146,748  150,262  117,580  119,716  136,405  603,520
General  Elected AUDITOR
          11010  157,842  141,012  125,705  119,834  138,040  600,704
General  Elected TREASURER
          11020  199,068  188,413  185,605  183,563  204,626  677,760
General  Elected TREASURER TAX BILLS & CC FEES
          11021   -      55,921   39,634   -       -     340,000
General  Elected CLERK OF COURT
          11030  244,937  210,495  200,278  187,275  210,210  822,751
General  Elected FAMILY COURT
          11031   87,007   60,880   67,897   54,266   61,559  232,615
General  Elected PROBATE COURT
          11040  217,568  182,818  182,966  159,331  186,214  760,699
General  Elected CORONER
          11060   96,423   72,046   83,015   93,461  107,229  435,571
General  State HILTON HEAD MAGISTRATE
           11100  19,136   170     -       -       -      -
General  State BEAUFORT MAGISTRATE
           11101 166,701 165,741 168,258 200,696 228,115 742,215
General  State BLUFFTON MAGISTRATE
           11102 147,078  94,301  90,815  81,105  92,498  372,615
General  State SHELDON MAGISTRATE
           11103  14,461  17,003  16,755  18,487  21,011  71,640
General  State ST HELENA MAGISTRATE
           11104  20,660  18,783  20,839  816   816   104,923
General  State MAGISTRATE BOND COURT
           11105  23,023  19,350  22,253  25,625  29,194  97,515
General  State MAGISTRATE AT-LARGE
           11106  17,968  27,132  30,154  53,143  60,016 140,092
General  State MASTER IN EQUITY
           11110  78,396  73,315  73,422  72,048  82,784 297,848
General  Allocation GEN GOVT DIRECT SUBSIDIES
           11199  319,490 343,162 244,585 368,949 450,960 1,234,129
General  Admin COUNTY ADMINISTRATOR
          12000 165,447 176,961 151,754 145,548 163,253 509,119
General  Admin HOUSING
          12003   1,125   -       -       -       -      -
General  Admin PUBLIC INFORMATION OFFICER
          12005 148,016 24,886 24,238 30,783 35,852 148,529
General  Admin BROADCAST SERVICES
          12006   -      36,277 43,798 70,339 77,491 223,431
General  Admin STAFF ATTORNEY
          12010 142,811 128,616 158,866 70,749 77,847 400,063
General  Admin INTERNAL AUDITOR
          12015   28,318  30,398  12,938   -    52      -
General  State PUBLIC DEFENDER
          12020   1,068   -       -       -       -      -
General  Admin VOTER REGISTRATION/ELECTIONS
          12030 156,500 191,162 147,712 173,490 203,780 634,703
General  Admin ELECTION WORKERS
          12031  (1,050)   -      -       -       -      -
General  Admin ASSESSOR
          12040  629,440 495,253 466,000 449,723 514,283 2,069,589
General  Admin REGISTER OF DEEDS
          12050  173,900 173,829 167,144 168,143 191,973 475,359
General  Admin RISK MANAGEMENT
          12060  32,360  24,191  21,679  22,080 25,490 103,691
General  State LEGISLATIVE DELEGATION
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| Education | Education | Education Allocation | 64399 | - | - | - | - | 4,000,000 |

| General Fund Expenditures (including Transfers and Education Allocation) | 23,575,827 | 23,796,943 | 22,423,579 | 22,171,877 | 25,742,175 | 97,150,130 |

| Net (Surplus)/Deficit | 18,470,864 | 18,781,315 | 15,775,559 | 17,339,942 | 19,916,953 | - |
INTERGOVERNMENTAL AGREEMENT
FOR SC 170 WIDENING PROJECT (Phases I and II)
IN BEAUFORT COUNTY, SOUTH CAROLINA

This Intergovernmental Agreement is made and entered into as of _________, 2012, by and between BEAUFORT COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK, a body corporate and politic and an instrumentality of the State of South Carolina (the "Bank"), concerning the funding and construction of the SC Widening 170 Project (Phases I and II) (the "Project") in Beaufort County, South Carolina, which is described in more detail hereinbelow and in the County's Application for Financial Assistance submitted to the Bank, and this Intergovernmental Agreement is hereinafter referred to as the "Agreement."

WITNESSETH

WHEREAS, the Bank was created for the purpose, among others, of selecting and assisting in financing major projects by providing financial assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the South Carolina Transportation Infrastructure Bank Act (South Carolina Code Sections 11-43-110, (et seq.));

WHEREAS, by an Application submitted to the Bank and dated September 18, 2008, as supplemented by other submissions, the County requested financial assistance for various component projects;

WHEREAS, as part of its Application and submissions, the County estimated the total cost of all component projects in the Application to be $216 million and identified local and other contributions in the amount of $130 million for those projects;

WHEREAS, at a meeting on October 16, 2008, the Board of Directors of the Bank (the "Board") found the County's Application met the criteria in Section 11-43-180(B) and as an eligible and qualified project under the South Carolina Transportation Infrastructure Bank Act
and referred the Application to the Bank's Evaluation Committee (the "Committee") for review and a recommendation;

WHEREAS, at its meeting of February 9, 2012, the Evaluation Committee recommended and the Board approved, as part of the County's Application, financial assistance for the Project, which is a component project in the Application and which has a current total estimated cost of $28.72 million, in the form of a grant not to exceed $24.9 million after, among other things, fully funding financial assistance for all existing obligations on all previously approved projects with all financial assistance from the Bank conditioned, among other things, on the aforementioned local contributions identified by the County for the Project in its Application and submissions to the Bank being provided in full and the execution of an intergovernmental agreement between the parties in a form acceptable to the Bank;

WHEREAS, on February 29, 2012, the Capital Improvements Joint Bond Review Committee ("JBRC") of the South Carolina General Assembly approved the Project and financial assistance from the Bank for the Project in the form of a grant not to exceed the amount of $24.9 million;

WHEREAS, the Bank has not ranked or approved financial assistance for any other component projects in the Application; and

WHEREFORE, the County and the Bank now desire to set forth the respective responsibilities of the parties for the Project, including the funding of the Project;

NOW, THEREFORE, in consideration of the mutual benefits, promises and obligations set forth herein, the sufficiency of which are hereby acknowledged and accepted by each party hereto, the County and the Bank hereby agree as follows:
ARTICLE I

1. Definitions

For purpose of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Account" means the account of the Bank maintained by the South Carolina State Treasurer into which is deposited monies to fund Disbursements for Eligible Costs of the Project.

"Act" means the South Carolina Transportation Infrastructure Bank Act, which is codified as South Carolina Code Annotated Sections 11-43-110, et seq., as amended.

"Application" means the final Application for Financial Assistance dated September 18, 2008, submitted by the County to the Bank, as supplemented by other materials submitted by the County to the Bank prior to and after the date of the Application up to the date of this Agreement.

"Budget" means the budget established by the Bank for the Project.

"Contract" means any contracts entered into by the County with any other person or firm for engineering, design, construction, materials or similar purposes for the Project.

"Disbursements" means the transfer or payment of monies to reimburse the County for Eligible Costs of the Project or the payment of invoices approved by Bank and/or its designee for Eligible Costs of the Project incurred pursuant to a Contract.

"Eligible Costs" has the same meaning as set forth in Section 11-43-130 (5) Act as applied to qualified projects to be financed from the state highway account of the Bank and includes Eligible Costs incurred on the Project prior to the date of this Agreement.
"Event of Default" means the breach by the County of a provision or obligation Agreement.

"Fiscal Year" means the fiscal year of the State of South Carolina that runs from July 1 to June 30.

"Project" means, for the purposes of this Agreement only, the component project in the Application located in the County as is more specifically identified and described in the Application that consists of (i) the widening of SC 170, also known as the Okatie Highway, to a divided highway and related improvements thereto from SC 46 to US 278 for a distance of approximately five and one-half miles (Phases I and II) and (ii) the scope of work set forth in the Application related thereto that have a current total estimated cost of $28.72 million.

"SCDOT" means the South Carolina Department of Transportation.

ARTICLE II

2. Term of Agreement

This Agreement shall be effective as of September 1, 2012 and shall terminate, except for specific provisions set forth herein that are expressly stated to survive the termination of this Agreement, on the date the last of the following events occurs (i) the Bank makes the final Disbursement on the Project; (ii) the final local financial contribution or financial contribution from any source other than the Bank for the Project is received; (iii) the Bank receives the final payment or reimbursement due it from the County pursuant to the terms and provisions of this Agreement; or (iv) the Project is declared completed and accepted by the County, the Bank and SCDOT.
ARTICLE III

3. Funding Commitments of Parties

3.1 Bank

The Bank shall establish a Budget for the Project within the Account of the Bank. From revenues and funds of the Bank as determined by the Bank in its discretion, the Bank may deposit into the Account, or credit the Budget, beginning in October 2012, in such increments as it determines, financial assistance in the form of grant(s) for the Project not to exceed $24.9 million. The Bank will make Disbursements from the Account, pursuant to Section 6 of this Agreement, to pay for Eligible Costs of the Project incurred directly by the County or incurred by the County on Contracts. This grant shall be used only for Eligible Costs of the Project and shall be paid out through Disbursements from the Account subject to the provisions of this Agreement, including Section 6.

In no event at any time shall the Bank be required to increase its financial assistance, grants, credits, disbursements, or contributions to the Project beyond $24.9 million or to disburse, advance, transfer or pay from its own monies in excess of $24.9 million for the Project. Any savings or reductions in the total cost of the Project shall be credited against and reduce the amount of the Bank's grants to the Project. Furthermore, any additional state (other than the Bank's), county, municipal, regional government or private funds of any kind or any Federal funds of any kind provided or available for the Project in any form other than those identified in the Application that have been previously committed to the Project shall offset and reduce the amount of the Bank's grants for the Project on a dollar for dollar basis unless those funds are needed, as determined by the Bank, to complete the Project in a manner consistent with its original scope or with an expanded or upgraded scope approved by the Bank. Any funds committed to or allocated for the Project remaining after completion of the Project must be transferred to the Bank by the County unless this obligation is waived or modified by action of the Board of Directors of the Bank.
The conditions established by the Board of Directors of the Bank at its meeting of February 9, 2012, approving the financial assistance listed in this Section 3.1 for the Project are incorporated fully herein as if repeated verbatim in this Section 3.1 and are in addition to all other conditions relating to such financial assistance set forth in this Agreement.

3.2. County

The County shall provide the local match and other financial contributions for the Project that consist of the following sources that total $3.5 million:

A. The expenditure by the County of $3.5 million for right-of-way for the Project.

The County shall be responsible for providing additional funding to complete the Project if the amount of monies needed to complete the Project exceeds the financial assistance to be provided by the Bank that is described in Section 3.1 above, or if any funds or contributions to be provided for the Project by a source other than the Bank are not received.

ARTICLE IV

4. Additional Obligations of the County

4.1 Additional Documents and Actions

At the request of the Bank, the County shall execute any other documents that the Bank determines is reasonably necessary to evidence or establish the County's obligations to the Bank set forth in this Agreement. The County acknowledges that the Bank in its discretion may raise funds for its commitment to the Project and other qualified projects through the issuance of revenue bonds or other indebtedness as permitted under the Act. Accordingly, the County shall take such actions and enter into or
provide such other documents or agreements, including amendments to this Agreement or other agreements that are consistent with the substance hereof, as may be reasonably necessary to comply with South Carolina laws and regulations associated with such bonds or indebtedness or to satisfy requirements for documentation and information reasonably imposed by the Bank, prospective purchasers of such bonds, holders of such bonds, bond insurers, rating agencies, lenders or regulatory agencies and their attorneys, advisors, and representatives. At the request of the Bank, the County shall enter into and execute a new intergovernmental agreement for the purpose of consolidating all or some of the intergovernmental agreements between them, including this Agreement, into one intergovernmental agreement. The County shall promptly provide the Bank upon request by it copies of any and all contracts, agreements and documents relating to the Project.

4.2 Additional Warranties and Covenants of the County

The County warrants and covenants that:

A. The County has full power and authority to execute, deliver and perform and to enter into and carry out the transactions contemplated by the provisions in this Agreement, and the execution and performance of these provisions and transactions by the County does not and will not violate any applicable law and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound, a violation of which would cause a material adverse effect to the Bank. This Agreement has, by proper action, been duly authorized, executed and delivered by the County.

B. This Agreement is valid, binding and enforceable as to the County in accordance with its terms, and the County shall perform its obligations as set forth in this Agreement in accordance with its terms.
C. No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the County of this Agreement and the performance of its obligations hereunder, including construction of the Project.

D. No litigation at law or in equity, nor any proceeding before any governmental agency or other tribunal involving the County is pending or, to the knowledge of the County threatened, in which any judgment or order may be or has been rendered, or is sought, that may have a material and adverse effect upon the operations or assets of the County or would materially or adversely affect the validity of this Agreement, or the performance by the County of its obligations hereunder or the transactions contemplated hereby. The County will immediately notify the Bank in writing if any such litigation or proceeding is commenced or threatened at any time during the term of this Agreement.

E. If requested by the Bank, the foregoing warranties and covenants contained in this Agreement shall be confirmed by a written opinion issued to the Bank by legal counsel for the County in a form and with conclusions satisfactory to the Bank.

4.3 Reimbursement of Bank

A. If the Bank determines at any time that any Disbursements made by it on the Project were for costs or expenses that were not Eligible Costs, were based on misstatements of fact by the County or third parties, or were for work, services, or materials that do not meet the design and construction specifications and standards of SCDOT and that have not been corrected to meet those specifications and standards, the Bank, at its option, may require the County to reimburse the Bank for all such costs and expenses and the County shall make such reimbursements to the Bank. In the event that the County does not pay the full amount of the reimbursement to the Bank within ninety (90) days of the date of the notification to the County by the Bank that such reimbursement is due the Bank, the County's
obligation to reimburse the Bank shall be subject to the provisions of Section 11-43-210 of the Act and Section 8.2.D of this Agreement. In lieu of requiring the payment of such reimbursement(s) by the County, the Bank may in its discretion reduce the amount of the grant stated in Section 3.1 of this Agreement by the amount of the reimbursement due the Bank under this section. This Section 4.3 shall survive the termination of this Agreement.

B. If the Board of Directors of the Bank determines that (i) the County has abandoned the Project at any time, (ii) the County has failed to pursue completion of the Project with due diligence after having received one written warning notice from the Bank of such failure by the County no less than sixty (60) days prior to the notification for reimbursement and the County thereafter failed to commence and maintain pursuit of completion of the Project with due diligence during that sixty (60) day period, or (iii) the County fails to complete the Project by December 31, 2014, the County shall reimburse the Bank fully for all Disbursements within ninety (90) days of the date of the notification to the County by the Bank that such reimbursement is due the Bank and stating the reason(s) for such reimbursement. Further, in that event, all Disbursements for the Project shall cease and the Bank shall have no further obligations to the County under this Agreement. If the County fails to make such reimbursements in full to the Bank within that ninety (90) day period, the County's obligation to reimburse the Bank shall be subject to the provisions of Section 11-43-210 of the Act and Section 8.2.D of this Agreement. In the event exigent circumstances prevent the County from completing the Project by the date identified above, the Bank may in its discretion, but is not required to, grant an extension of the completion date identified above on such terms and conditions as it may determine.

C. The County shall reimburse the Bank promptly for all reasonable costs and expenses incurred by the Bank in responding to requests for records and information submitted to it pursuant to the South Carolina Freedom of Information Act (FOIA) relating to the Project after the Bank provides the County a written itemization of such costs and expenses and a copy of the request. Prior to seeking reimbursement from the County,
the Bank will make a reasonable effort to collect such costs and expenses from the person or entity requesting such records or information pursuant to the FOIA.

4.4 Project Reporting
The County shall report in writing to the Bank quarterly on the status of the Project, including, but not limited to, reports on the status of design, right-of-way acquisition, environmental approvals, construction, scheduled draw requests, costs to date, estimated costs to complete the Project, project changes, and any other matters identified or requested by the Bank.

ARTICLE V

5. Project Administration and Related Matters

5.1 Project Administration

The County will administer the Project and consult with SCDOT concerning the Project to the extent the County deems necessary. The County must obtain the approval of SCDOT for the design and construction of the Project. The County shall be responsible for all engineering, right-of-way acquisition, and construction for the Project and may perform all or any part of the work with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors should it determine that such contracting out would be more efficient or would result in more timely completion of the Project. The County shall enter into Contracts in its own name. All rights-of-way shall be acquired in the name of the County, and the laws and procedures of the State of South Carolina for acquiring rights-of-way shall apply and be followed. At its option, the Bank may require the County request the SCDOT to accept the conveyance of any or all such rights-of-way to SCDOT, and if SCDOT grants the request, the County shall complete that
conveyance. Any rights-of-way acquired but not needed for the Project shall be conveyed to the Bank at no cost to the Bank upon its request. The County shall be entitled to draw, and be paid hereunder, its normal and customary rates for its services that are Eligible Costs of the Project subject to review and approval by the Bank or its designee as to the reasonableness of such rates and costs and the qualification of such costs as Eligible Costs. All work, services and materials used on the Project shall conform to the standards and specifications required by SCDOT as if it were administering the Project and for the Project to be accepted by SCDOT into the State Highway System. The County shall complete the Project and open the Project for public use upon such completion.

5.2 Scope of Project

The scope of work of the Project shall be as set forth in the definition of Project in Section 1 of this Agreement. Any material change in that scope of the Project proposed by the County shall require the approval of the Board of Directors of the Bank and be stated in an amendment to this Agreement.

5.3 Project Maintenance

The County shall be responsible for and shall provide maintenance for all improvements and components of the Project after completion of that Project unless and until SCDOT accepts that responsibility in writing. Prior to completion of the Project, the County shall seek the written agreement or written commitment of SCDOT to provide maintenance for the improvements and components of the Project and provide the Bank a copy of that agreement or commitment if obtained. The County shall continue to provide maintenance of such improvements and components of the Project for which SCDOT does not accept responsibility for maintenance.
5.4 Contracting Methods

The County shall solicit contractor, construction and consultant services and materials needed to complete the Project by the procurement methods it deems will result in the selection of the best qualified firms and vendors, the lowest responsible contract price, and the best value for the Project as long as it is authorized by law to employ such methods. Contract forms shall be design-build, design-bid-build, or any other form or combination of forms or project phases that are permissible by law that the County determines will result in the most cost-effective, efficient and timely delivery and completion of the Project.

ARTICLE VI

6. Conditions to Bank’s Disbursements and Draw Requests

The Bank’s obligation to make Disbursements arises only upon the Bank’s receipt, review and approval of a draw request from the County, which are expected to be monthly and which shall be in a form approved by the Bank, and is further conditioned upon all of the following conditions being met:

A. No lien or other interest may have attached to a Contract or Project or to any rights-of-way, real property or improvements related thereto.

B. Construction of the completed portions of the Project described in the relevant Contract shall have been carried out substantially in accordance with the applicable plans, standards and specifications.

C. No event of default exists under this Agreement or any Contract.

D. No event or condition shall have occurred or arisen which prevents the Bank from obtaining funds sufficient to complete its financial assistance to the Project or from receiving the other contributions necessary to
make the remaining Disbursements due under this Agreement or for the County to complete the Project.

E. The County shall have fulfilled all of the warranties, covenants and obligations set forth in this Agreement.

F. The County shall have certified that the entire payment applied for in the draw request is for Eligible Costs of the Project and that the design of and work on the Project and materials used in the Project comply with the terms of applicable Contracts, the approved plans and the applicable standards of SCDOT.

**ARTICLE VII**

7. **Indemnification of Bank**

To the maximum extent permitted by the law of South Carolina, the County shall defend, indemnify and hold the Bank harmless from and against any and all liabilities, claims, actions, damages, judgments and attorneys' fees and related expenses and costs in any way arising out of or relating to the design, location, construction, modification, funding, pursuit, implementation, completion or operation of the Project, or any portion or component thereof, or this Agreement or any contract, or the selection, use or payment of persons or firms for design, construction, modification, or operation of the Project, or any portion or component thereof. In the event the County does not pay the full amount of any such indemnification to the Bank within ninety (90) days of the date of the notification to the County that such indemnification is due the Bank, the County's obligation to pay the Bank for such indemnification shall be subject to the provisions of Section 11-43-210 of the Act and Section 8.2.D of this Agreement. In lieu of requiring the payment of such indemnification by the County, the Bank may in its discretion reduce the amount of the grant stated in Section 3.1 of this Agreement by the amount of the indemnification due the Bank under this section. This Section 7 shall survive the termination of this Agreement.
ARTICLE VIII

8. Bank's Rights and Remedies

8.1 Events of Default as to the County

In the event the County shall violate or fail to comply with any provision or obligation under this Agreement (including other agreements and obligations incorporated herein) and if such failure continues for a period of thirty (30) days after receipt of a written notice of such default from the Bank, such failure shall constitute an Event of Default hereunder.

8.2 Remedies as to the County

Whenever any Event of Default occurs, any one or more of the following remedies may be pursued by and shall be available to the Bank against the County in addition to those provided in other sections of this Agreement:

A. As to any Event of Default, any obligation or duty the County failed to perform shall be deemed a ministerial act and subject to the remedies of mandamus and mandatory injunction requiring the County to perform the obligation or duty, and the Bank shall be deemed to have no adequate remedy at law for such Event of Default.

B. Among other rights and remedies available to the Bank following an uncured Event of Default, the Bank shall have the right to cease making any further Disbursements under this Agreement with respect to the Project until such Event of Default has been cured. The Bank shall also have and may pursue any other remedies available under South Carolina law, except as such remedies may be expressly limited by the specific provisions of this Agreement.

C. The County shall pay the Bank the reasonable attorneys' fees and expenses incurred by the Bank in pursuing any remedy for an Event of Default.
D. In the event the County fails to make any payment or reimbursement to the Bank in full as required by this Agreement, it acknowledges the authority of the State Treasurer under Section 11-43-210 of the Act to withhold funds allotted or appropriated by the State to the County and to apply those funds to make or complete any such payment in full to the Bank. The County agrees that the current provisions of Section 11-43-210 are hereby incorporated into this Agreement verbatim as an independent and separate contractual obligation of the County and shall be enforceable against the County and survive even if Section 11-43-210 is repealed or its application is reduced or amended by action of the General Assembly, or it is otherwise abrogated, or its application is reduced or modified by a court or court decision. The Bank will notify the County prior to requesting that the State Treasurer withhold such funds.

8.3 Remedies Cumulative; Nonwaiver

All rights and remedies of the Bank provided for in this Agreement or in any other related document as to any party are cumulative, shall survive the termination of this Agreement, and shall be in addition to any and all other related rights and remedies provided for or available to the Bank at law, including those contained in the Act, or in equity. The exercise of any right or remedy by the Bank shall not in any way constitute a cure or waiver of an Event of Default, nor invalidate any act done pursuant to any notice of the occurrence of an Event of Default.

ARTICLE IX

9.1 **Waivers**

No waiver of any Event of Default by the County hereunder shall be implied from any delay or omission by the Bank to take action on account of such Event of Default, and no express waiver shall affect any event of default other than the Event of Default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term or condition. The consent or approval by the Bank to or of any act by the County requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of the Bank hereunder shall preclude any further or later exercise thereof or the exercise of any other or different right or remedy by the Bank.

9.2 **Benefit and Rights of Third Parties**

This Agreement is made and entered into for the sole protection and benefit of the Bank, and the County, and their successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner, including, but not limited to, any right to any Disbursements at any time, any right to require the Bank to apply any portion of the amounts committed herein that have not been disbursed by the Bank to the payment of any such claim, or any right to require the Bank to exercise any right or power under this Agreement or arising from any Event of Default of any kind by the County. Nor shall the Bank owe any duty or have any obligation whatsoever to any claimant for labor or services performed or materials or supplies furnished in connection with the Project. No other persons, firms, entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations set
forth in this Agreement, any or all of which may be freely waived in whole or in part by the Bank at any time pursuant to Section 9.1 of this Agreement, if in its sole discretion, it deems it desirable to do so.

9.3 No Liability of Bank

The Bank makes no representations and assumes no obligations or duties as to any person, firm, entity, or party, including the parties to this Agreement, concerning the quality of the design, construction, modification, completion or operation of the Project, or any portion or component thereof, or the absence therefrom of defects of any kind. The Bank shall not be liable in any manner to any person, firm, entity, or party, including the parties to this Agreement, for the design, location, construction, modification, completion or operation of the Project, or the failure to design, locate, modify, operate, complete or construct the Project or any portion or component thereof, generally or in any particular manner. The Bank shall not be liable in any manner on any Contract to which it is not a named party, the execution of which has not been properly and duly authorized by the Board, and that has not been so executed by the Bank.

9.4 Assignment

The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, the County shall not assign or delegate this Agreement, any of its respective rights, interest, duties or obligations under this Agreement, nor any Disbursements without the prior written consent of the Bank; and any such attempted assignment or delegation (whether voluntary or by operation by law) without said consent shall be void.
9.5 Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent or meaning of any provision hereof.

9.6 Notices

All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:

**Beaufort County**

Beaufort County Administrator  
Beaufort County  
100 Ribault Road  
Beaufort, SC 29902

**South Carolina Transportation Infrastructure Bank**

Chairman  
South Carolina Transportation Infrastructure Bank  
955 Park Street  
Columbia, SC 29201

9.7 Amendments

Any amendment to this Agreement shall only be made through a written instrument duly authorized and signed by each party hereto.

9.8 Savings Clause

Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the parties to remain, in full force and effect. In the event that a court invalidates or modifies any one or more provisions, in whole or in
part, of this Agreement, the Bank may in its discretion terminate this Agreement by providing notification of such termination to the County, and upon providing such notification to the County, all of the Bank's obligations under this Agreement shall terminate immediately.

9.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such fully executed counterpart.

9.10 Authority to Execute

By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]
TO: Councilman Stewart H. Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator
     Bryan Hill, Deputy County Administrator
     David Starkey, Chief Financial Officer
     Michael Hatfield, Chief Deputy Sheriff

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request to Purchase six 2013 Dodge Chargers

DATE: October 1, 2012

BACKGROUND: The Purchasing Department received a requisition from the Beaufort County Sheriff's Office requesting to purchase six 2013 Dodge Chargers from State contract.

STATE CONTRACT VENDOR:

1. Benson Chrysler, Greer, SC
   Cost $137,207
   Project Vehicle Replacements

FUNDING AND COST BREAKDOWN:


RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approves the purchase from the aforementioned vendor for a total amount of $137,207.

cc: Suszanne Cook, Richard Dimont
SEDAN, INTERMEDIATE, REAR WHEEL DRIVE,
PURSUIT PACKAGE (Hemi V-8 Base Unit with a V-6 Option)

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<th>Contract No:</th>
<th>4400002964</th>
<th>Current Contract Term:</th>
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<td>Order Rollover Dates:</td>
<td>11/01/2011-10/31/2012</td>
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<tr>
<td></td>
<td>PO Box 509</td>
<td>Contact Person:</td>
<td>Pete Dawley</td>
</tr>
<tr>
<td></td>
<td>Greer, SC 29650</td>
<td>E-Mail:</td>
<td><a href="mailto:group3race@aol.com">group3race@aol.com</a></td>
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<tr>
<td>Telephone:</td>
<td>(800) 728 - 5706</td>
<td>Fax:</td>
<td>(864) 855 - 6512</td>
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**Base Price:** $23,209

**ADDS:**

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<td>Rubber Floor Covering, HD, Black</td>
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<td>Full Size Spare Tire and Wheel</td>
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<td>Cargo Restraint Net</td>
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**DEDUCTS:**

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<tr>
<td>Engine: From V-8 Hemi to V-6 (3.5 Liter – Min. 250HP)</td>
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<td>Spot Light (Door Mounted – Left Hand)</td>
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Click link below for an itemized listing of items included in the “Base Price”:

**SEDAN, INTERMEDIATE, REAR WHEEL DRIVE, PURSUIT PACKAGE**

[Link to “Law Enforcement Vehicle Index”]
Chavis, Sharon

From: Horton, Allen
Sent: Friday, September 14, 2012 8:22 AM
To: Chavis, Sharon
Subject: FW: FW: Chargers

From: .
Sent: Thursday, September 13, 2012 6:04 PM
To: .
Subject: Re: FW: Chargers

On the keys, figure they have to program them to the car. I am not sure they can do five more. Unless you are talking a TOTAL OF FIVE KEYS...... then you only need one more key - they come with four. One key would only figure $200 programmed. Now if there is to be - and they can do them, four more would be $800 more. Fivemore (total nine) would be $1,000.00 total. Hope I have not confused you.

Pete

In a message dated 9/13/2012 5:58:13 P.M. Eastern Daylight Time, writes:
This is what you’re looking for, I bet.

Pete

In a message dated 8/21/2012 5:10:10 P.M. Eastern Daylight Time, writes:

Hello Captain Horton,

The first one is $300, the next five would be $175 each, then the next trip would be the same.

Has Elizabeth told you Benson has extended the Charger Contract and I am taking orders for the 2013 Charger with SC Specifications, at the price of the 2012 SC Contract - $23,299.00, until October 31, 2012.

That ought to help you out.

Let me know,

Pete

Pete Dawley
Fleet Sales Manager

Benson Chrysler Dodge Jeep
400 West Wade Hampton Boulevard
Greer, SC 29650

(864) 901-4773 Mobile
(800) 767-0724 Greer Office
(864) 877-0197 FAX

(800) 728-5760 Easley Office
(864) 855-6512 FAX
In a message dated 8/21/2012 4:44:54 P.M. Eastern Daylight Time, aaronj@beaufortsco.gov writes:

Pet.

Please let me know this information ASAP. Thanks.

From: Horton, Allen
Sent: Thursday, August 16, 2012 10:08 AM
To: 'GROUP3RACE@aol.com'
Subject: Chargers

Pet.

Good morning sir. Please give me a price on the following:

Delivery fee for 6 chargers to Beaufort.

Price for three additional keys per car...18 total.

Thank you.

Allen

Captain Allen Horton
Beaufort County Sheriff's Office
COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
Building 2, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee
VIA: Gary Kubic, County Administrator
      Bryan Hill, Deputy County Administrator
      David Starkey, Chief Financial Officer
      Michael Hatfield, Chief Deputy Sheriff
FROM: Dave Thomas, CPPO, Purchasing Director
SUBJ: Request to Purchase four 2013 Dodge Chargers
DATE: October 1, 2012

BACKGROUND: The Purchasing Department received a requisition from the Beaufort County Sheriff's Office requesting to purchase four 2013 Dodge Chargers from State contract.

STATE CONTRACT VENDOR:

1. Benson Chrysler, Greer, SC
   Cost $91,438
   Project Vehicle Replacements

FUNDING AND COST BREAKDOWN:


RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approves the purchase from the aforementioned vendor for a total amount of $91,438.

cc: Suszanne Cook, Richard Dimont
SEDAN, INTERMEDIATE, REAR WHEEL DRIVE,
PURSUIT PACKAGE (Hemi V-8 Base Unit with a V-6 Option)

Contract No: 4400002964
Model: Dodge Charger
Contractor: Benson Chrysler
PO Box 509
Greer, SC 29650
Telephone: (800) 728 - 5706
(864) 901 - 4773
Delivery: 90 – 120 Days ARO

Current Contract Term: 11/01/10 – 10/31/11
Order Rollover Dates: 11/01/2011–10/31/2012
Commodity Code: 07105
Contact Person: Pete Dawley
E-Mail: group3race@aol.com

Base Price: $23,209

ADDs:

Vinyl Rear Seat (Cloth Front) $118.00
Rubber Floor Covering, HD, Black $74.00
Full Size Spare Tire and Wheel $156.00
Cargo Restraint Net $18.00

DEDucts:

Engine: From V-8 Hemi to V-6 (3.5 Liter – Min. 250HP) $1385.00
Spot Light (Door Mounted – Left Hand) $158.00

Click link below for an itemized listing of items included in the “Base Price”:
SEDAN, INTERMEDIATE, REAR WHEEL DRIVE, PURSUIT PACKAGE
Link to “Law Enforcement Vehicle Index"
Chavis, Sharon

From: Horton, Allen
Sent: Friday, September 14, 2012 8:22 AM
To: Chavis, Sharon
Subject: FW: FW: Chargers

From: GROUP3RACE@aol.com [mailto:GROUP3RACE@aol.com]
Sent: Thursday, September 13, 2012 6:04 PM
To: GROUP3RACE@aol.com; Horton, Allen
Subject: Re: FW: Chargers

On the keys, figure they have to program them to the car. I am not sure they can do five more. Unless you are talking a TOTAL OF FIVE KEYS........, then you only need one more key - they come with four. One key would only figure $200 programmed. Now if there is to be - and they can do them, four more would be 4X200=$800 more. Fivemore (total nine) would be $1,000.00 total. Hope I have not confused you.

Pete

In a message dated 9/13/2012 5:58:13 P.M. Eastern Daylight Time, GROUP3RACE@aol.com writes:
This is what you're looking for, I bet.

Pete

In a message dated 8/21/2012 5:10:10 P.M. Eastern Daylight Time, GROUP3RACE@aol.com writes:
Hello Captain Horton,

The first one is $300, the next five would be $175 each, then the next trip would be the same.

Has Elizabeth told you Benson has extended the Charger Contract and I am taking orders for the 2013 Charger with SC Specifications, at the price of the 2012 SC Contract - $23,209.00. until October 31, 2012.

That ought to help you out.

Let me know,

Pete

Pete Dawley
Fleet Sales Manager
Benson Chrysler Dodge Jeep
400 West Wade Hampton Boulevard
Greer, SC 29650
(864) 901-4773 Mobile
(800) 767-0724 Greer Office
(864) 877-0197 FAX
(800) 728-5760 Easley Office
(864) 855-6512 FAX
ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A QUIT CLAIM DEED TO PEACOCK VENTURES, LLC AS PART OF A SETTLEMENT AGREEMENT IN THE CASE OF BEAUFORT COUNTY V. OLD SOUTH APARTMENTS II

WHEREAS, Beaufort County condemned certain property for the construction of a portion of the Bluffton Parkway; and

WHEREAS, pursuant to the terms of settlement agreement reach in the condemnation case of Beaufort County v. Old South Apartments, II, Beaufort County Council hereby desires to quit claim the following property unto Peacock Ventures, LLC

All that certain piece, parcel or lot of land situate, lying and being located in Bluffton Township, Beaufort County South Carolina containing 0.31 acres more or less and designated as 50’ NON-EXCLUSIVE ACCESS QUIT CLAIM DEED, a portion of Lot 5 Buckingham Plantation Drive, and being more particularly shown on and described on “A Boundary Plat of 3.54 Acres” prepared by Barry W. Connor SC RLS#9056 dated July 2, 1992 and recorded in the Register of Deeds for Beaufort County in Plat Book 44 at Page 33. For a more detailed description as to courses, meets, bounds & distances reference may be made to said plat of record.

SUBJECT TO BEAUFORT COUNTY retaining maintaining a 30’ Drainage and Utility Easement MAINTENANCE QUIT CLAIM DEED for the maintenance of the drain line required for the functionality of the Bluffton Parkway drainage system of the said Quit Claim Deed will run along the north side of the entire property line; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Quit Claim Deed attached hereto and incorporated by reference as “Exhibit A.”; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

The County Administrator is hereby authorized to execute the Quit Claim Deed, which is attached hereto as “Exhibit A.” Furthermore, the County Administrator is hereby authorized to take all other actions as may be necessary to complete the conveyance of the Quit Claim Deed.
This Ordinance shall become effective upon its adoption by Beaufort County Council.

DONE this _____day of ________, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:____________________________________
   Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

_____________________________
Joshua A. Gruber, Staff Attorney

ATTEST:

_____________________________
Suzanne M. Rainey, Clerk to Council

First Reading:  October 8, 2012
Second Reading:
Public Hearing:
Third and Final Reading:
AN ORDINANCE TO AMEND THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 6, AIRPORTS AND AIRCRAFT, ARTICLE II, AIRPORTS BOARD, SECTION 6-28, MEMBERSHIP; SECTION 6-29, ELECTION OF OFFICERS AND TERMS OF OFFICE; AND SECTION 6-30, POWERS AND DUTIES.

Adopted this _____ day of ________, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: ______________________________________
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

___________________________
Joshua A. Gruber, Staff Attorney

ATTEST:

______________________________
Suzanne M. Rainey, Clerk to Council

First Reading:  August 13, 2012
Second Reading:  October 8, 2012
Third and Final Reading:
SECTION 6-26   PURPOSE

To assist the County Council of Beaufort County by providing technical, financial, business, and marketing advice that helps to ensure and promote public aviation facilities and services that are safe, economically self-sufficient, and sensitive to the needs of the community.

SECTION 6-27   GOALS

(a) The operational goal of the BCAB is to ensure safe, secure airport facilities;

(b) The administrative goal of the BCAB is to provide County Council with accurate, timely advice that has been vetted and approved at public meetings of the BCAB; and,

(c) The financial goal of the BCAB is to operate County airports without undue subsidies from the Beaufort County General Fund.

SECTION 6-28   MEMBERSHIP

(a) The BCAB will consist of 11 (eleven) members who are committed to the purpose and goals of the BCAB and who have the business and professional experience to help ensure the success and the enhancement of both Beaufort County airports;

(b) In the appointment of candidates, Council will give due consideration to balancing BCAB membership by considering the preferred qualifications stated in paragraph (d) of this section, as well the geographical, racial, and gender characteristics of all BCAB candidates;

(c) Because of the need for diverse backgrounds and professional experience for this Board, membership thereof shall be as follows:

One member nominated by the Board of the Beaufort Chamber of Commerce;

Two members who reside or own a business in close proximity to the Beaufort County Airport;

One member who is an active pilot and aircraft owner based at the Beaufort County (Lady’s Island) Airport;

One member nominated by the Town Council of the Town of Hilton Head Island;

Two members who reside or own a business in close proximity to the Hilton Head Island Airport;
One member who is an active pilot and aircraft owner based at the Hilton Head Island Airport;

One member who is an active or recently retired commercial airline pilot, preferably with commuter-airline experience;

Two members who also meet the qualifications stated in paragraph (d) below;

(d) Given the unique nature of the BCAB, all candidates and nominees should have documented training or professional experience in areas such as those listed below:

- Accounting or Financial Management
- Airport Management or Fixed Base Operations Management
- Business Management or Business Aviation
- General Aviation, Aviation Electronics, or Aeronautical Engineering
- Engineering, Construction Management
- Federal or State Aviation Agency Experience
- Law Enforcement, Security, or the Practice of Law
- Planning, Public Relations, Marketing, or Advertising

(e) Council will make known the need of specific vacancies and request assistance from the local media in notifying citizens of qualifications for each vacancy; and,

(f) For the purposes of this Charter, “close proximity” is defined as any residential unit, neighborhood, or gated community within a four (4) three (3) mile radius of the center of the airport runway(s).

SECTION 6-29  ELECTION OF OFFICERS AND TERMS OF OFFICE

Election of officers and committee chairpersons will be conducted annually, with elections held at the first BCAB meeting of the new fiscal year, beginning July 1 after April 1 of each year.

(a) Officers will be elected to one-year terms and limited to two consecutive terms;

(b) The BCAB chairperson will be elected annually, is limited to two consecutive terms, and shall rotate between members from South of the Broad and North of the Broad;

(c) Committee chairpersons will be appointed to a one-year term, with no term limits, by nomination of the BCAB chair and a confirmation vote (simple majority) of BCAB members; and,

(d) Proximity members will be appointed for a term of one year; All Board members and others will be appointed for a term of two-years, with reappointment subject to the requirements stated in Beaufort County Code of Ordinances, Chapter 2, Article V, Division 1, Section 2-193, Membership.
SECTION 6-30  POWERS AND DUTIES

(a) The role of the BCAB is to provide advice and recommendations to County Council; in that role, the BCAB will have the assistance of the Airports Director in all matters pertaining to its Purpose and Goals as stated in Sections l and ll of this Charter.

(b) In addition, the BCAB Agenda will include develop and deliver to the Airports Director a summary report of its annual planning planned, annual activities on a quarterly basis; of suggested agenda items for future research and discovery;

(c) Meet at the call of the Chairman or the Airports Director and will normally hold scheduled monthly meetings;

(d) Deliver to the Airports Director; within 45 calendar days of each meeting, a copy of approved meeting minutes that include the diversity of opinions expressed, and any BCAB recommendation(s);

(e) Promote aviation and public understanding of its economic value to the community, and serve as liaison to organizations designated by the County Administrator;

(f) Recommend aviation service and facilities goals for Beaufort County;

(g) Recommend preparing and updating Airport Master Plans and recommend to Council the adoption of completed plans and amendments;

(h) Recommend actions necessary to maintain adequate growth space, airspace clear zones and noise buffers around County airports;

(i) Monitor the financial operations and performance of the Airports with regards to significant aspects of the Profit and Loss statements, balance sheet, and capital plan, including revenues, expenses, credit, and performance relative to the annual budget;

(j) Recommend matters related to the planning and construction of new facilities;

(k) In cooperation with the Airports Director, maintain ongoing contact with the FAA, the South Carolina Aeronautics Commission and other appropriate agencies, to solicit their support in achieving County aviation goals, reporting the results of those activities quarterly, as stated in paragraph (b) above; to County Council and/or its appropriate committee(s) in a manner prescribed by the County Administrator Council;

(l) Report to County Council via the Airports Director the anticipation and results of discussions with the FAA, the state of South Carolina, the local municipalities, or other aviation authorities that could impact zoning, capacity, construction, or grants to County airports;

(m) Recommend rules and regulations for each County airport that promote operating safety, security of private equipment, and fair allocation of County aviation resources;
Monitor the performance of fixed-base operators and other commercial entities operating at County Airports and advise the County Council, County Administrator, and Airports Director of required corrective action to enforce performance standards;

Review and recommend rates and charges for the use of airport facilities, and review and recommend other charges to improve the airports financial operating performance within the guidelines of good business practices;

Participate in the screening and selection of the Airport’s Director at the discretion of the County Administrator and with the guidance of the Director of Personnel; and,

At the request of the County Administrator, the BCAB will pursue other studies, recommendations or assistance as the need arises in the pursuit of quality service and facilities and may, if deemed necessary by the BCAB Chair, establish ad hoc committees in this regard.

This revised Charter will take effect as soon as practical but not later than March 31, 2012, upon approval by a vote of Beaufort County Council.

Adopted this ________ day of ________, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: ________________________________
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: August 13, 2012
Second Reading: October 8, 2012
Third and Final Reading:
ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE RELINQUISHMENT OF AN EXISTING DRAINAGE EASEMENT AND THE ACCEPTANCE OF A RELOCATED DRAINAGE EASEMENT ON PROPERTY OWNED BY THE SAME GRANTOR

WHEREAS, Beaufort County currently owns a drainage easement on Lot 4 of property owned by James and Pamela Love; and

WHEREAS, James and Pamela Love desire to relocate the drainage easement to run across Lots 1 and 2 of property owned by them rather than running across Lot 4 so that they may have better development opportunities for their property; and

WHEREAS, Administrative Staff have reviewed their request and believe that it is in the best interests of the County to grant the relinquishment of the existing easement in acceptance of the proposed relocated easement; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

The County Administrator is hereby authorized to execute any and all documents necessary to relinquish the easement on Lot 4 of the property owned by James and Pamela Love in exchange for a drainage easement that will run across Lots 1 and 2 of property owned by James and Pamela Love.

DONE this _____day of ________, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: ____________________________________________
    Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council
First Reading: October 8, 2012
Second Reading:
Public Hearing:
Third and Final Reading:
AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO AMEND THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO), ARTICLE V. USE REGULATIONS, SECTION 106-1218. COTTAGE INDUSTRY (TO REDUCE ACREAGE, SCREENING AND LIGHTING REQUIREMENTS AND TO REMOVE DIRECT ACCESS TO A PAVED ARTERIAL ROAD FOR COTTAGE INDUSTRIES IN RURAL ZONING).

Whereas, Standards that are underscored shall be added text and Standards lined through shall be deleted text.

Adopted this ______ day of __________, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:____________________________________
   Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

______________________________
Joshua A. Gruber, Staff Attorney

ATTEST:

______________________________
Suzanne M. Rainey, Clerk to Council

First Reading: October 8, 2012
Second Reading:
Public Hearing:
Third and Final Reading:

(Amending 99/12)
Sec. 106-1218. - Cottage industry.

(a) In the rural district, cottage industry shall meet the following requirements. Ten Six acres shall be required for this use unless otherwise approved through a special use permit. The qualifying acreage may consist of the total acreage of both the property upon which the use is proposed, as well as the adjacent residential property upon which the owner resides, in accordance with Section 106-1218(a)(9).

(1) Uses shall be limited to boat, small engine (e.g. lawnmowers) and farm equipment repair services and all light industrial uses listed in Table 106-1098, except the following: mini-warehouses, recreational equipment and heavy truck rental, and heavy truck, recreational vehicle and mobile home sales.

(2) Only incidental retail sales are permitted.

(3) Buildings associated with the cottage industry may not exceed 5,000 square feet of combined floor space.

(4) All operations associated with the cottage industry, including buildings, work areas, and outdoor storage areas, shall be completely screened from adjoining residential uses (unless owned by the owner of the property upon which the cottage industry is located) and districts with a 100-foot wide bufferyard providing 100 percent opacity.

(5) Cottage industries shall have direct access to a paved arterial or collector road, which may be by way of a public or private road meeting the Rural Subdivision access easement requirements of Section 106-2597(1).

(6) One non-illuminated sign not more than 12 square feet in area may be placed on the property to advertise the business.

(7) There shall be no perceptible increase in noise, odor, vibration or electrical interference beyond the property line as a result of the cottage industry. Outdoor light fixtures, if any, shall be cut-off fixtures mounted in such a manner that the cone of light is not directed at any property line.

(8) Hours of operation shall be limited to between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

(9) The operator of a cottage industry shall own and reside on the property or immediately adjacent thereto.

(10) All repair work on internal combustion engines must be performed within an enclosed structure.

(11) All boats/trailers and farm equipment, if applicable, associated with a repair business must be currently licensed and registered. Salvage operations are prohibited as part of a cottage industry.
(12) Cottage industries shall meet the minimum landscape surface ratio (LSR) applicable to "other permitted uses" in table 106-15262 (minimum LSR = .85 for the rural district). All buildings, work areas, and outside storage areas must be shown on the site plan and shall be considered non-landscaped areas in the LSR calculation for the site.

(b) In the rural residential district, only businesses, which meet the definition of a cottage industry as set forth hereinabove, whether licensed or unlicensed and existing at, and continually operating since, the time of initial adoption of the ZDSO (April 26, 1999) shall be permitted, as long as they do not expand or intensify. Such businesses shall be exempt from the setback provisions set forth hereinabove in subsection (a)(4). New cottage industries in the rural residential district are not permitted.
RESOLUTION

WHEREAS, for years Beaufort County Council through its Parks and Leisure Services Division has provided programs and facilities for its residents at minimal cost to the participants; and

WHEREAS, in recent years the County experienced a significant increase in the use of recreational facilities, fields, and programs throughout the County; and

WHEREAS, limited resources make it more difficult to meet the increasing demands for programs, facilities and maintenance thereof; and

WHEREAS, there is the desire to offer and maintain quality programs and safe, decent facilities using various approaches to accomplish this with the minimal impact on the participants; and

WHEREAS, on September 6, 2012, Beaufort County Parks and Leisure Services Board hereby adopted the attached recommended changes in fees for programs, facilities, and fields usage to help ensure equity and continuity throughout the County in recreational programs.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby, endorses and approves Beaufort County Parks and Leisure Services Board changes to the fee schedule to fulfill the mission of providing quality programs and facilities to Beaufort County residents; and

BE IT FURTHER RESOLVED, that Beaufort County Parks and Leisure Services Board will continue to monitor and evaluate the use of recreational programs and facilities, and when appropriate, provide additional recommendations to County Council for consideration and response.

Adopted this___ day of October, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: ________________________________  
Wm. Weston J. Newton, Chairman

ATTEST:

______________________________  
Suzanne M. Rainey, Clerk to Council
# BEAUFORT COUNTY PARKS AND LEISURE SERVICES - FEE SCHEDULE AS APPROVED BY BEAUFORT COUNTY COUNCIL ON JANUARY 9, 2012 - EFFECTIVE DATE: FEBRUARY 1, 2012

AMENDED: SEPTEMBER 6, 2012 – EFFECTIVE DATE: __________(REVISIONS ARE IN RED)

## ATHLETICS

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Description</th>
<th>Rental Price</th>
<th>Recommended Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Youth Sports Registration</strong></td>
<td><strong>Baseball/Softball</strong></td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cheerleading</strong></td>
<td>$55.00</td>
<td></td>
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<tr>
<td></td>
<td><strong>Soccer and Basketball</strong></td>
<td>$60.00</td>
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</tr>
<tr>
<td></td>
<td><strong>Flag Football (Ages 4 – 7)</strong></td>
<td>$55.00</td>
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</tr>
<tr>
<td></td>
<td><strong>Tackle Football (Ages 8 – 12)</strong></td>
<td>$75.00</td>
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</tr>
<tr>
<td><strong>Youth Sports Late Registration Fee</strong></td>
<td>One week after regular registration deadline</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td><strong>Adult Sports Registration</strong></td>
<td><strong>Baseball and Softball Leagues</strong></td>
<td>$550.00</td>
<td></td>
</tr>
<tr>
<td><strong>Adult Soccer Registration</strong></td>
<td><strong>6 on 6 Adult League</strong></td>
<td>$400.00</td>
<td></td>
</tr>
</tbody>
</table>

### Refund Policy

75% Refund will be given one week after the last day of late registration. If a doctor’s excuse accompanies the request for a refund, then a 75% refund will be given until the start of the program.

Special consideration may be given on an individual basis with the decision being at the discretion of the PALS Director.

75% of respective program fee

Refund Policy (Added)

### Concession Rental

<table>
<thead>
<tr>
<th>Description</th>
<th>Rental Price</th>
<th>Additional Fee per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Day</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td>Per Season</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>Non Profit Per Season</td>
<td>$150.00</td>
<td></td>
</tr>
</tbody>
</table>

### Gym – Athletic Event

All usage fees for gym rentals must be paid in advance along with a $200.00 refundable security deposit before the event can be placed on calendar.

Athletic Sponsored Events, per hour

Refundable Security Fee

$50.00

($200.00)

### Coaches Thank You Voucher (Head Coach Only)

Volunteer coaches that complete a full season shall receive a thank you voucher redeemable for a year.

($25.00)

### Sponsorship Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Rental Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Banner</strong></td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Team</strong></td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Team and Banner</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>League for age group</strong></td>
<td>$900.00</td>
</tr>
<tr>
<td><strong>Corporate</strong></td>
<td>$2500.00</td>
</tr>
<tr>
<td><strong>Summer Camp Sponsor</strong></td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>Soccer cup sponsor</strong></td>
<td>$2000.00</td>
</tr>
</tbody>
</table>

### Green Shell Picnic Shelter and Old Burton Wells Picnic Area

For three hours

Additional fee per hour

$75.00

$20.00

### Parks, Facilities and Gym for Special Events

Special Events – Such as large events of 100+ people, festivals, athletic tournaments, events that charge entrance fee, sell items.

Fee for one day

Additional day(s)

Additional Security Deposit

Special Events Cleaning Fee (per day)

Lessee must provide copy of permits

$500.00

$100.00

$500.00

$150.00

### Tennis Courts (If reserved)

Up to 3 hours

Additional fee per hour

$50.00

$10.00

### Racquetball Court (If reserved)

Week in advance 1 court for 1 hour per group

$5.00

### Ball fields (Baseball/Softball)

No security deposit for rental of ball fields except for tournaments.

With lights for up to 3 hours

Without lights for up to 3 hours

Additional fee per hour

$75.00

$50.00

$10.00

### Ball fields (Soccer, football, & multi-purpose)

No security deposit for rental of ball fields except for tournaments.

With lights up to 3 hours

Without lights for up to 3 hours

Additional fee per hour

$105.00

$80.00

$10.00

### NO Rental Charge for Youth Sports

Charge for youth teams not participating in the recreation program

Charge for Youth Field Use / Teams per 3 months

$250.00
# POOLS

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Description</th>
<th>Rental Price</th>
<th>Recommended Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor/Outdoor Pool Rental</td>
<td>For up to 3 hours of use</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Lane Rental per hour</td>
<td>Additional fee per hour</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$4.00</td>
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</tr>
<tr>
<td>Special</td>
<td>For pool sponsored events</td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>Seniors Daily Admission</td>
<td>55 and over</td>
<td>$3.00</td>
<td></td>
</tr>
<tr>
<td>Swim Daily Admission</td>
<td></td>
<td>$4.00</td>
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<tr>
<td>Senior/County Individual Pass</td>
<td>Monthly</td>
<td>$25.00</td>
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</tr>
<tr>
<td>Individual Pass</td>
<td>Monthly</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Senior</td>
<td>2 adults and up to 4 minor children</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Family Pass</td>
<td>2 adults and up to 4 minor children</td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td>Group Swim Lesson</td>
<td>Per person Minimum of 3 individuals for lesson Maximum of 10 individuals per Instructor</td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td>Individual Swim Lesson</td>
<td>Per person (Up to 2 people)</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Lifeguarding Class</td>
<td>Per person Includes lifeguarding, first aid, AED, and CPR certifications</td>
<td>$160.00</td>
<td></td>
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<tr>
<td>CPR Lesson</td>
<td>Per person (CPR Certification)</td>
<td>$80.00</td>
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</tr>
<tr>
<td>Lifeguard Challenge</td>
<td>Per person (Updating certifications)</td>
<td>$85.00</td>
<td></td>
</tr>
<tr>
<td>CPR Challenge</td>
<td></td>
<td>$30.00</td>
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</tr>
<tr>
<td>Water Aerobics with County Instructors</td>
<td>Individual Fee</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>Water Aerobics Pass with County Instructors</td>
<td>Individual Monthly 10 sessions and must be used within 6 month period</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Scuba</td>
<td>Daily (For use of scuba equipment in pool)</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>Camp Admission</td>
<td>Admission per child with organized group Such as Boys &amp; Girls Club, school, etc.</td>
<td>$2.00</td>
<td></td>
</tr>
</tbody>
</table>
### Recreation and Centers

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Description</th>
<th>Rental Price</th>
<th>Recommended Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>After School Program (3:00pm – 6:00pm)</strong></td>
<td>Per child per month</td>
<td><strong>$75.00</strong></td>
<td><strong>After School Fee - Short Months</strong> (Added)</td>
</tr>
<tr>
<td><strong>After School Program “Short Months”</strong> <em>(June, August and December)</em></td>
<td>Per child per short month</td>
<td><strong>Prorate the number of active days by</strong></td>
<td><strong>After School Monthly Late Fee</strong></td>
</tr>
<tr>
<td><strong>After School Monthly Late Fee</strong></td>
<td>When payment is not received by close of business (6:00pm) on first Friday of each month</td>
<td><strong>$25.00</strong></td>
<td><strong>Late Pick Up Fees (After School and Intersession)</strong></td>
</tr>
<tr>
<td><strong>Intersession (7:30am – 6:00pm)</strong></td>
<td>1 day per month</td>
<td><strong>Free</strong></td>
<td><strong>Summer Camp Registration</strong></td>
</tr>
<tr>
<td></td>
<td>2 or more days per month</td>
<td><strong>$10.00 per day</strong></td>
<td><strong>Summer Camp Late Registration Fee</strong></td>
</tr>
<tr>
<td></td>
<td>Non-participant fee</td>
<td><strong>$15.00 per day</strong></td>
<td><strong>Community Center Rentals (if available)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>All centers (1-3 hours)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$150.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Additional fee per hour</strong> <strong>$50.00</strong> <strong>(Refundable Security Fee Cleanup Fee $50.00)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Additional cleaning fee may apply if left in poor condition</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Non Profits - 1 Week (If Space Available)</strong> <strong>$750.00</strong> <strong>Non Profits - 2 Weeks (If Space Available)</strong> <strong>$1,000.00</strong></td>
</tr>
<tr>
<td><strong>Summer Camp Registration</strong></td>
<td>Regular Camp Rate</td>
<td><strong>$325.00</strong></td>
<td><strong>Community Room Rentals – For profit</strong></td>
</tr>
<tr>
<td></td>
<td>Reduced Camp Rate</td>
<td><strong>$195.00</strong></td>
<td><strong>Revenue based classes or meetings</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Small Rooms Per day (1-3 hours)</strong> <strong>$75.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Large Rooms Per day (1-3 hours)</strong> <strong>$100.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Additional fee per hour</strong> <strong>$20.00</strong> <strong>(Refundable Security Deposit $50.00)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>There will not be a rental charge for community rooms during regular business hours for non-profit groups.</strong></td>
</tr>
<tr>
<td><strong>Community Room Rentals – For profit</strong></td>
<td><strong>Special Events – Such as large events of 100+ people, festivals, athletic tournaments, events that charge entrance fee, sell items.</strong></td>
<td><strong>Fee for one day</strong> <strong>$500.00</strong></td>
<td><strong>Lessee must provide copy of permits</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Additional day(s)</strong> <strong>$100.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Additional Security Deposit</strong> <strong>$500.00</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Special Events Cleaning Fee per day</strong> <strong>$150.00</strong></td>
</tr>
</tbody>
</table>
Beaufort County
Community Services
Allocation Recommendations
for
FY 2013
Palmetto Breeze (LRTA) $240,000

These funds were used to leverage $2,009,107 in revenue for transportation. The Palmetto Breeze, our rural transportation service, is directly impacting all four of the Together For Beaufort County goals and while not specifically associated with any single coalition, LRTA does regularly attend the quarterly Alliance meetings and participates in various coalitions and programs as appropriate.

Public Transportation Service 139,196 passenger trips
77.7% of these were to Beaufort County
Coastal Empire Community Mental Health Center $110,000

CECMHC provides counseling services to our Detention Center. In addition they participate in the Alliance and the Mental Health Access Coalition. Specifically designed to impact access to services, and to reduce frequent readmissions to the detention center, CECMHC provided the following services:

Detention Center-Based Mental Health Services 432 persons

DSS Based Mental Health Services 3 days/week

Children and families served 102
Dept. of Environmental Control, Region 8 $60,000

DHEC personnel serve on six different T4BC Coalitions. Results from their services directly relating to T4BC goals:

- New Born Home Visits 532
- Childhood vaccinations 2,556
- Women and Infant Children program recipients 20,635
Senior Services of Beaufort County $50,000

Senior Services used the county allocation as local match for their contract with LCOG’s Area Agency on Aging to provide services to seniors; as match to the SC Dept. of Transportation for transportation services for seniors in Bluffton and Hilton Head Island and for the provision of meals also supported with federal matching funds. They are members of the Coalition for Aging In Place and have acted as fiscal agent for small grants for this coalition in the past.

Seniors receiving meals 34,453
Seniors transported 165
Wellness program attendees 103
Total Seniors served 34,721
Child Abuse Prevention Association (CAPA) $28,000

In addition to providing emergency shelter for child victims of abuse, CAPA’s efforts in the teen pregnancy arena are significant and constituted a large portion of the Reducing Adolescent Pregnancy Alliance’s community projects.

School-based Prevention class attendees 4,405 youth

After-school Teen Pregnancy Prevention training 215 youth
Beaufort Soil & Water Conservation District $18,000

The BSWCD provided technical assistance for agriculture landowners; financial assistance for Best Management Practices (BMP) the majority in impaired watersheds, and preserving prime farmland. The BSWCD impacts T4BC through teaching environmental education awareness, academic achievement as well as protection and monitoring of water quality.

Forestry, cropland, and pasture BMP 1,723+ Acres
Financial assistance to landowners $ 80,000+
Prime farmland purchased (for $3,200,000) 1,283 acres
Education program attendees 7500

BSWCD attended 61 community meetings and workshops to provide technical assistance.
Citizens Opposed to Domestic Abuse (CODA) $14,000

CODA is an active member of the Human Services Alliance and they participate on two coalitions: Reducing Adolescent Pregnancy and the Community Services Organization. In addition, CODA identified “access to mental health services for adults and children” as their focus for FY2011.

Counseling service recipients 104 adults & 86 children

Group sessions 58 Women’s groups 35 Children’s groups

New Client referrals 459 adults clients

24 Hours Hotline assistance 4,384 calls
Hope Haven of the Lowcountry  $14,000

Hope Haven used the county allocation to provide evidence-based mental health treatment to children who are victims of sexual abuse. They also provide rape crisis services to adults:

- Therapeutic service recipients: 449 Child and Adult victims
- Forensic Interviews conducted: 105
- Adult and Child victims served: 102
Literacy Volunteers of the Lowcountry $9,000

Literacy Volunteers of the Lowcountry used the county allocation to enroll and sustain adult literacy students in their classes and the following outcomes were achieved:

- 631 adults placed in literacy programs.
- 480 students sustained beyond the national threshold
- 65% students advanced one or more literacy levels
- 97% students achieved one or more functional goals:
  - 130 improved employment skills
  - 69 attained consumer skills
  - 128 increased involvement in their children’s education
  - 299 increased their involvement in the community.
  - 124 increased their health literacy
Beaufort Jasper EOC $5,000
Leveraged to obtain $445,653 in additional funds

Beaufort Jasper EOC is an active member of the Human Services Alliance: Community Services Organization, the Early Childhood Coalition and the Affordable Housing Coalition. Beaufort Jasper EOC is addressing three T4BC objectives under the Poverty & Education Goals. The agency’s focus is on Employment Skill development, Emergency Assistance and Food Assistance for the Elderly.

<table>
<thead>
<tr>
<th>Service</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skills development classes</td>
<td>6 participants</td>
</tr>
<tr>
<td>Emergency Assistance</td>
<td>1,475 households</td>
</tr>
<tr>
<td>Mortgage Renegotiations</td>
<td>13 households</td>
</tr>
<tr>
<td>Emergency Foreclosure Assistance</td>
<td>8 households</td>
</tr>
<tr>
<td>Senior Farmer’s Market Coupons</td>
<td>800 distributed</td>
</tr>
</tbody>
</table>
Clemson Univ. Extension $5,000

Clemson Extension is instrumental in addressing the Water Quality Coalition’s Action Items as well as programs dealing with healthy living and senior leadership including farmers markets and master gardener programs.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rain barrels obtained for run-off</td>
<td>6</td>
</tr>
<tr>
<td>Pesticide &amp; Herbicide training</td>
<td>2 Courses</td>
</tr>
<tr>
<td>Hands on Learning for youth</td>
<td>4,500+ youth</td>
</tr>
<tr>
<td>Senior Leadership programs</td>
<td>31 participants</td>
</tr>
<tr>
<td>Amount</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>$45,500</td>
<td>Grants to Coalitions &amp; Alliance Members</td>
</tr>
<tr>
<td>$7,000</td>
<td>Grant Writers Program &amp; Local Match</td>
</tr>
<tr>
<td>$1,680</td>
<td>Storage facility rental</td>
</tr>
<tr>
<td>$54,180*</td>
<td></td>
</tr>
</tbody>
</table>

*Variance of $2,180 obtained from other sources
<table>
<thead>
<tr>
<th>Amount</th>
<th>Organization and Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000</td>
<td>Lowcountry Affordable Housing Coalition</td>
</tr>
<tr>
<td>$6,500</td>
<td>LoveHouse Ministries After-School Care</td>
</tr>
<tr>
<td>$4,500</td>
<td>Eat Smart Move More Lowcountry Coalition</td>
</tr>
<tr>
<td>$6,500</td>
<td>National Alliance on Mental Illness</td>
</tr>
<tr>
<td>$6,500</td>
<td>Beaufort County Early Childhood Coalition</td>
</tr>
<tr>
<td>$6,500</td>
<td>Pathways in STEP (Sheldon Township Enrichment Project)</td>
</tr>
<tr>
<td>$6,500</td>
<td>Bluffton Volunteers in Medicine</td>
</tr>
<tr>
<td>$6,500</td>
<td>Volunteer Income Tax Assistance (VITA) Coalition</td>
</tr>
<tr>
<td>$45,500</td>
<td></td>
</tr>
<tr>
<td>Organization</td>
<td>2011</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------</td>
</tr>
<tr>
<td>LRTA</td>
<td>$246,000</td>
</tr>
<tr>
<td>Alliance activities</td>
<td>$129,000</td>
</tr>
<tr>
<td>CECMHC</td>
<td>$128,000</td>
</tr>
<tr>
<td>DHEC</td>
<td>$65,000</td>
</tr>
<tr>
<td>SSBC</td>
<td>$55,000</td>
</tr>
<tr>
<td>CAPA</td>
<td>$32,000</td>
</tr>
<tr>
<td>BSWCD</td>
<td>$21,000</td>
</tr>
<tr>
<td>CODA</td>
<td>$15,000</td>
</tr>
<tr>
<td>HOPE Haven</td>
<td>$15,000</td>
</tr>
<tr>
<td>LVL</td>
<td>$10,000</td>
</tr>
<tr>
<td>BJ EOC</td>
<td>$5,000</td>
</tr>
<tr>
<td>Clemson</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$597,000</strong></td>
</tr>
</tbody>
</table>
Based on these recommended allocations we will not have funds available for Alliance Grants this year.

RECOMMENDATION:
Develop a mechanism that will allow all agencies access through a grants process.
AN ORDINANCE TO AMEND AND CLARIFY ORDINANCES 2005/28 AND 2005/42 ENTITLED “AN ORDINANCE TO IMPOSE A TWO AND ONE-HALF PERCENT FEE ON THE PRICE OF ADMISSIONS TO PLACES OF AMUSEMENT WITHIN BEAUFORT COUNTY, EFFECTIVE DATE, SUNSET PROVISION, AND SEVERABILITY

WHEREAS, Beaufort County adopted Ordinance 2005/28 imposing a two and one-half (2.5%) percent fee on the price of admissions to places of amusement within Beaufort County; and

WHEREAS, Beaufort County subsequently adopted Ordinance 2005/42 which amended the language of Ordinance 2005/28 slightly from that of South Carolina Code of Laws Section 12-21-2420; and

WHEREAS, it is in the best interests of the citizens of Beaufort County to provide further clarity and mirror the language contained within South Carolina Code of Law Section 12-21-2420; and

WHEREAS, this requested clarification is done for purposes of confirming the current practices of the various Beaufort County administrative departments charged with processing admissions fees and will have no effect to either increase or decrease the amount of fees currently being collected by the County.

NOW, THEREFORE, be it ORDAINED by Beaufort County Council that Ordinance 2005/42 is hereby rescinded in its entirety and Ordinance 2005/28 shall be implemented accordingly to the terms contained within that document so as to provide the following:

A fee equal to two and one-half (2.5%) percent is hereby imposed on the amount charged to enter admission-based places of amusement and entertainment within the incorporated and unincorporated areas of Beaufort County to which an admission tax is imposed by the State pursuant to Section 12-21-2420 et seq. of the Code.

DONE this _____ day of October, 2012.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:____________________________________
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council
First Reading: September 24, 2012
Second Reading: October 8, 2012
Public Hearing:
Third and Final Reading:
A. COMMITTEES REPORTING

1. Community Services
   • Minutes provided from the October 15 meeting. See main agenda items 14E and 14F. (backup)

B. COMMITTEE MEETINGS

1. Community Services
   • William McBride, Chairman
   • Gerald Dawson, Vice Chairman
   • Next Meeting – Monday, December 17 at 4:00 p.m., BIV#2

2. Executive
   • Weston Newton, Chairman
   • Next Meeting - To be announced.

3. Finance
   • Stu Rodman, Chairman
   • Rick Caporale, Vice Chairman
   • Next Meeting – Monday, December 17 at 2:00 p.m., BIV#2

4. Governmental
   • Jerry Stewart, Chairman
   • Laura Von Harten, Vice Chairman
   • Next Meeting – Tuesday, November 6 at 4:00 p.m., ECR

5. Natural Resources
   • Paul Sommerville, Chairman
   • Brian Flewelling, Vice Chairman
   • Next Meeting – Tuesday, November 6 at 2:00 p.m., ECR

6. Public Facilities
   • Herbert Glaze, Chairman
   • Steven Baer, Vice Chairman
   • Next Meeting – Tuesday, October 23 at 4:00 p.m., ECR

7. Transportation Advisory Group
   • Weston Newton, Chairman
   • Stu Rodman, Vice Chairman
   • Next Meeting – To be announced.
The electronic and print media were duly notified in accordance with the State Freedom of Information Act.

The Community Services Committee met on Monday, October 15, 2012 at 4:00 p.m., in the Conference Room, Building 2, Beaufort Industrial Village, 102 Industrial Village Road, Beaufort, South Carolina.

**ATTENDANCE**

Community Services Committee members: Vice Chairman Gerald Dawson and members Steven Baer, Herbert Glaze, Paul Sommerville and Laura Von Harten. Committee member Rick Caporale and Chairman William McBride were absent.

County staff: Morris Campbell, Division Director – Community Services; Joe Penale, Parks and Leisure Services Department; Bill Love, Assistant Director, Disabilities and Special Needs Department; Jim Kelly, Parks and Leisure Services Department; Fred Leyda, Facilitator, Alliance for Human Services; and Trish Heichel, Chairman, Beaufort County Alliance for Human Services Leadership Council.

Public: Ciera Bill, Planning Assistant, Emergency Operation Center; John Salazer, USC-B; Charles Farrison, USC-B; Harvey Barnett, Executive Vice-Counselor Academic Affairs, USC-B; Dr. Allan Warren, USC-B; Randy Lamkin, USC-B; Adriana Allen, Assistant-Director, Coastal Empire Community Wellness Center; Shauw Chin Capps, Executive Director, Hope Haven; Katie Crindel, CAPA; Charlene Hendricks, CAPA; Missy Schultz, National Alliance on Mental Illness; Suzanne Douglas, Administrator, Coastal Empire Community Mental Health Center; Greg Norris, Executive Director, Coastal Empire Community Mental Health Center; Rob Quinton, Clemson University; Paul Newman, USC-B; Bobby Bryant, USC-B; and Allan Youman, USC-B.

Committee Vice Chairman Gerald Dawson chaired the meeting.

**ACTION ITEMS**

1. **Resolution Amending the Fee Schedule of the Parks and Leisure Services Department**

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

   **Discussion:** Mr. Joe Penale, Interim-Director, Parks and Leisure Services Department, presented a resolution to amend four areas of the Department’s fee schedule. First is the refund
policy. This change would allow children, who need to remove themselves from the program, a 75% refund within one week after the late registration date. Children, who leave the area after the program has begun, would receive the 75% refund as well.

Second is the school program for the months of June, August and December, referred to as short months, i.e., when children are not at the center as many days. The prorated amount would be $50 instead of $75.

Third involves late pick up fees (after school and intersession). The recommendation is an after 6:00 p.m. late fee of $1.00 per minute per child.

The fourth and final amendment relates to a $25 Summer Camp late registration fee.

Mr. Glaze and other Councilmen requested that the Department come up with an alternative solution to the $1.00 per child per minute fee, since this would pose a hardship on families who have several children participating in the program.

Motion: It was moved by Ms. Von Harten, seconded by Mr. Glaze, that Committee delete the $1.00 late fee from the Fee Schedule. Further, that Council adopt the resolution approving the Fee Schedule. The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Glaze, Mr. Sommerville and Ms. Von Harten. ABSENT - Mr. Caporale and Mr. McBride. The motion passed.

Recommendation: Council adopt a resolution approving the Fee Schedule.

2. 2013 Agencies’ Funding Recommendations

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, Human Services Facilitator-Alliance for Human Services, presented the 2013 agencies funding recommendations to include 2012 agencies accomplishments. Funds expended for 2012 Alliance activities included $45,500 in grants to Coalitions and Alliance members; $7,000 for a Grant Writers Program and local match; and $1,680 for storage facility rental used to store donated items. The total amount of funds expended is $54,180. The Alliance received $2,180 from other sources.

Mr. Fred Leyda presented an overview of the proposed recommendations. The proposed 2013 recommendations are as follows: LRTA $230,000; Coastal Empire Community Mental Health Center $90,000, DHEC $54,000; Senior Services of Beaufort County $45,000; Child Abuse Prevention Association $24,000; Citizens Opposed to Domestic Abuse $11,000; HOPE Haven $11,000; Literacy Volunteers of the Lowcountry $7,000; Beaufort-Jasper Economic Opportunity Commission $5,000; Clemson University Extension $5,000. Total FY 2013 allocation is $482,000; FY 2012 allocation was $605,000.

Based on the recommended allocations, the Alliance will not have grant funding available this year.
Several agency representatives spoke about how a grant program would hurt their organization.

**Motion:** It was moved by Mr. Glaze, seconded by Ms. Von Harten, that Community Services Committee recommend the Alliance develop a grants process. Further, Council approve the 2013 agencies’ funding allocations as follows: LRTA $230,000; Coastal Empire Community Mental Health Center $90,000; DHEC $54,000; Senior Services of Beaufort County $45,000; Child Abuse Prevention Association $24,000; Citizens Opposed to Domestic Abuse $11,000; HOPE Haven $11,000; Literacy Volunteers of the Lowcountry $7,000; Beaufort-Jasper Economic Opportunity Commission $5,000; Clemson University Extension $5,000. The total FY 2013 allocation is $482,000. The vote was: The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Glaze and Ms. Von Harten. ABSENT - Mr. Caporale, Mr. McBride and Mr. Sommerville. The motion passed.

**Recommendation:** Council approve the 2013 agencies’ funding allocations as follows: LRTA $230,000; Coastal Empire Community Mental Health Center $90,000; DHEC $54,000; Senior Services of Beaufort County $45,000; Child Abuse Prevention Association $24,000; Citizens Opposed to Domestic Abuse $11,000; HOPE Haven $11,000; Literacy Volunteers of the Lowcountry $7,000; Beaufort-Jasper Economic Opportunity Commission $5,000; Clemson University Extension $5,000. The total FY 2013 allocation is $482,000.

**INFORMATION ITEMS**

3. Together for Beaufort County Project Report Card on Goals

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

**Discussion:** Dr. Harvey Barnett, Executive Vice-Counselor of Academic Affairs, USC-B, stated the purpose of the 2012 report is to provide a “dashboard” of the quality of life of Beaufort County. A group of Beaufort County leaders in 2004 introduced Together for Beaufort County (Together). Together is a community indicators project that allows citizens to work together with Beaufort County Human Services Alliance (Alliance) members to improve quality of life.

Mr. John Salazer presented four economy objectives:

Objective 1: By 2012, the average wage in Beaufort County will equal, or exceed South Carolina’s average wage. Achievement remains outstanding.

Objective 2: By 2012, the commercial tax base will double. Achievement remains outstanding.

Objective 3: By 2012, housing costs for owners and renters in Beaufort County will not exceed 35% of household income. Achievement remains outstanding.

Objective 4: By 2012, cost of childcare will not exceed 25% of a working family’s income. Objective achieved.
Dr. Charles Farrison presented four education objectives:

Objective 1: By 2012, 85% of entering first graders will test at grade level as measured by a nationally normed test. Achievement remains outstanding.

Objective 2: By 2012, students will exceed South Carolina averages on college admissions tests. Achievement remains outstanding.

Objective 3: By 2012, at least 70% of students will meet their individual “stretch goals” as measured by a national, norm-referenced achievement test. Achievement remains outstanding.

Objective 4: By 2012, the functional English literacy level of the adult population will exceed the national average. Achievement remains outstanding.

Mr. Randy Lamkin presented four poverty objectives:

Objective 1: By 2012, the number of children living in poverty reduced to the national average. Achievement remains outstanding.

Objective 2: By 2012, Beaufort County will increase the number of “aging in place villages” and the membership within them. Objective achieved.

Objective 3: By 2012, the number of births to teenagers reduced to 8% of all births. Objective remains outstanding.

Objective 4: By 2012, the percent of births reported as having received adequate prenatal care will be increased to more than 85%. Objective remains outstanding.

Dr. Allan Warren presented four health objectives:

Objective 1: By 2012, we will reduce the percentage of overweight/obese residents and therefore the percentage of diabetes, hypertension, heart disease and stroke. Objective remains outstanding.

Objective 2: By 2012, we will reduce the percentage of residents without health insurance to 10% of the population. Objective remains outstanding.

Objective 3: By 2012, we will increase access to community mental health services for adults and children. Objective remains outstanding.

Objective 4: By 2012, we will be good stewards of our natural resources by protecting and monitoring water quality. Achievement is unknown.

Motion: It was moved by Mr. Glaze, seconded by Ms. Von Harten, that Community Services Committee approve and recommend Council schedule this topic as an agenda item. The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Glaze, Mr. Sommerville, and Mrs. Von Harten. ABSENT - Mr. Caporale and Mr. McBride. The motion passed.

Status: Schedule this topic as a Council agenda item.
4. Adoption of Rental Policy and Usage Fee Schedule for Disabilities and Special Needs Day Program and Administration Building

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

**Discussion:** Mr. Bill Love, Assistant Director – Disabilities and Special Needs Department, stated that the Department has received several requests to use the facility.

Mr. Morris Campbell, Division Director – Community Services, stated that the facility would be available to the community after hours for groups/organizations that want to conduct meetings/activities.

The fee schedule follows: Administrative Conference Room $115.00 for 4 hours with a $50.00 administrative fee; Day Program Large Room $165 with a $75.00 administrative fee; and Day Program Dining Area $140.00 with a $75.00 administrative fee if heavy meals are served.

**Motion:** It was moved by Ms. Von Harten, seconded Mr. Baer, that Community Services Committee approve the Rental Policy and Usage Fee Schedule for Disabilities and Special Needs Day Program and Administration Building. The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Glaze and Mr. Sommerville and Ms. Von Harten; ABSENT – Mr. Caporale and Mr. McBride. The motion passed.

**Status:** Community Services Committee approved the Rental Policy and Usage Fee Schedule for Disabilities and Special Needs Day Program and Administration Building.

5. 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](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Morris Campbell, Division Director – Community Services, advised a vacancy exists in Council District 4. The applicant has not been vetted by the Library Board. This issue will be back before Committee.

**Status:** Information only.