

COUNTY COUNCIL OF BEAUFORT COUNTY

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WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY Monday, 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

Official Proceedings
County Council of Beaufort County
September 24, 2012

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 it exceeded the allowable email size. The applicant did not verify sent. and (iv) Accommodations Tax Board approval to allow Bluffton Historical Preservation Society to re-direct 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

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.

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 County 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

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.

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.

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.

**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.”

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 advance 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 \$13,900.

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.

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 and Mr. Stewart. 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.

Vote on the amended motion, which now the main motion, and includes the motion to amend by substitution #3: 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.

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:

DRAFT



Memorandum

DATE: October 19, 2012

TO: County Council

FROM: Gary Kubic, County Administrator

SUBJ: 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

- 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

COUNTY COUNCIL
October 19, 2012
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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

Budget FY 2013
As of 10/17/2012

			Actual Year to Date Comparison				October 17, 2012	Adopted	
			For the Period Ending September 30th				Actual to Date	Budget	
Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013	
	Taxes	41000	(1,971,278)	(1,943,004)	(2,113,746)	(1,891,465)	(2,329,039)	(72,323,941)	
	Licenses & Permits	42000	(308,882)	(228,684)	(574,951)	(281,388)	(331,105)	(2,680,000)	
	Intergovernmental	43000	(131,849)	(121,303)	(1,350,281)	(117,706)	(119,970)	(8,000,000)	
	Charges for Services	44000	(2,034,559)	(2,007,744)	(1,956,624)	(1,760,432)	(2,080,954)	(11,175,589)	
	Fines & Forfeitures	45000	(304,955)	(237,277)	(193,387)	(144,210)	(202,111)	(860,000)	
	Interest	46000	(25,757)	(30,658)	(47,694)	(22,978)	(22,978)	(175,100)	
	Miscellaneous	47000	(52,683)	(171,958)	(90,923)	(63,756)	(89,065)	(675,500)	
	Other Financing Sources	48000	(275,000)	(275,000)	(320,414)	(550,000)	(650,000)	(1,260,000)	
	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)	-	820	-	-	-
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	12080	21,089	16,868	16,900	18,845	21,457	69,304

Budget FY 2013
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Description	Organization	ORG	Actual Year to Date Comparison For the Period Ending September 30th				October 17, 2012	Adopted	
			FY 2010	FY 2011	FY 2012	FY 2013	Actual to Date FY 2013	Budget FY 2013	
General	Admin	ZONING & DEVELOPMENT ADM	13330	61,391	49,259	52,796	37,473	43,666	161,054
General	Admin	PLANNING	13340	220,395	180,893	178,169	185,175	210,233	698,539
General	Admin	COMPREHENSIVE PLAN	13341	287	138,823	41,614	-	-	7,100
General	Admin	AUTOMATED MAPPING/GIS	13350	130,039	142,401	98,432	109,016	120,770	420,926
General	Admin	DIRECTOR OF COMMUNITY SERVICES	14000	69,679	41,013	40,622	26,942	30,885	146,040
General	Admin	STAFF SERVICES	14010	57,491	99,788	85,716	375	375	-
General	Admin	EMPLOYEE SERVICES	14020	195,909	239,070	248,235	169,310	207,982	676,856
General	Admin	RECORDS MANAGEMENT	14030	64,000	76,480	47,959	87,785	99,545	401,975
General	Admin	FINANCE DEPARTMENT	15010	137,296	142,410	164,464	174,702	196,445	600,202
General	Admin	PURCHASING	15040	79,883	57,703	64,937	57,029	62,149	234,987
General	Admin	BUSINESS LICENSES	15050	139,108	65,543	14,341	13,534	15,008	67,127
General	Admin	MANAGEMENT INFORMATION SYSTEMS	15060	617,924	800,391	645,086	771,414	826,899	2,229,809
General	Admin	MANAGEMENT INFORMATION SYSTEMS	15061	1,128	-	-	-	-	-
General	Admin	DIRECTOR OF PUBLIC SERVICES	17000	70,515	53,321	52,594	53,765	62,024	205,747
General	Fringe	GENERAL GOVT BENEFITS POOL	19199	-	580,362	555,455	621,681	841,856	2,486,724
Public Safety	Elected	SHERIFF	21051	1,673,300	1,770,334	1,554,203	1,618,738	1,861,896	6,536,306
Public Safety	Elected	SHERIFF	21052	2,848,514	2,992,822	2,760,515	2,618,485	2,980,264	11,018,434
Public Safety	Elected	SHERIFF	21053	-	(4,705)	156,679	202,808	217,519	641,414
Public Safety	Elected	SHERIFF	21055	317,576	345,917	290,454	272,768	311,068	1,161,829
Public Safety	Admin	EMERGENCY MANAGEMENT	23140	182,586	133,509	138,157	136,358	150,942	419,151
Public Safety	Admin	EMERGENCY MANAGEMENT	23142	-	35,817	33,609	4,453	5,155	16,558
Public Safety	Admin	EMERGENCY MANAGEMENT - Comm	23150	1,031,885	1,062,813	1,230,326	916,150	1,002,934	5,450,504
Public Safety	Admin	EMERGENCY MANAGEMENT - DATA	23155	266,672	120,241	148,809	133,992	147,524	523,912
Public Safety	Admin	EMERGENCY MEDICAL SERVICE	23160	1,547,196	1,233,340	1,306,534	1,279,938	1,443,577	4,728,752
Public Safety	Admin	DETENTION CENTER	23170	1,678,014	1,502,817	1,272,341	1,237,224	1,419,740	5,473,854
Public Safety	Admin	TRAFFIC - Signal Management	23322	81,174	56,731	58,334	158,128	167,554	438,601
Public Safety	Admin	TRAFFIC - Signal Management	23323	-	5,186	28,250	44,558	44,708	126,900
Public Safety	Admin	BUILDING CODES	23360	339,114	253,449	170,560	145,473	165,586	638,407
Public Safety	Admin	BUILDING CODES ENFORCEMENT	23361	-	-	44,408	61,457	70,637	218,468
Public Safety	Fringe	PUBLIC SAFETY BENEFITS POOL	29299	-	741,217	1,291,181	1,309,966	1,801,182	5,239,864
Public Works	Admin	FACILITIES MANAGEMENT	33020	633,653	468,231	501,670	518,160	524,487	1,872,952
Public Works	Admin	BUILDINGS MAINTENANCE	33030	264,279	280,686	259,263	219,215	241,862	1,099,344
Public Works	Admin	GROUPS MAINTENANCE - NORTH	33040	340,526	274,008	314,154	334,795	365,430	2,103,038
Public Works	Admin	GROUPS MAINTENANCE - SOUTH	33042	276,033	224,692	164,502	130,208	148,825	-
Public Works	Admin	PUBLIC WORKS GEN SUPPORT	33300	220,709	145,752	186,516	133,170	148,387	669,996
Public Works	Admin	ROADS/DRAINAGE - NORTH	33301	253,225	205,337	213,198	185,504	204,278	814,177
Public Works	Admin	ROADS/DRAINAGE - SOUTH	33302	145,869	150,777	110,680	110,031	121,351	465,388
Public Works	Admin	PUBLIC WORKS ADMINISTRATION	33305	97,971	73,130	69,761	85,093	97,741	294,241
Public Works	Admin	ENGINEERING	33320	113,183	94,935	63,998	91,955	103,332	501,977

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Description	Organization	ORG	Actual Year to Date Comparison				October 17, 2012	Adopted	
			For the Period Ending September 30th				Actual to Date	Budget	
			FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2013	
Public Works	Admin	SWR ADMINISTRATION	33390	936,849	822,255	843,009	839,605	964,869	4,338,807
Public Works	Admin	SWR HILTON HEAD	33393	27,443	26,911	24,436	26,714	30,200	100,594
Public Works	Admin	SWR BLUFFTON	33394	39,819	35,151	37,569	36,070	40,991	165,731
Public Works	Admin	SWR BURTON	33395	34,480	40,173	34,230	33,895	38,720	148,518
Public Works	Admin	SWR DAUFUSKIE	33396	13,144	89	-	-	-	7,200
Public Works	Admin	SWR ST HELENA	33397	37,614	33,765	34,093	43,801	49,803	183,078
Public Works	Admin	SWR SHELDON	33398	26,750	24,823	28,041	25,906	30,249	107,588
Public Works	Fringe	PUBLIC WORKS BENEFITS POOL	39399	-	421,985	338,856	377,791	511,832	1,511,164
Public Health	Admin	ANIMAL SHELTER & CONTROL	43180	220,620	186,680	206,953	245,208	269,890	834,369
Public Health	Admin	MOSQUITO CONTROL	43190	604,395	369,592	329,640	419,388	442,346	1,369,461
Public Health	Allocation	PUBLIC HEALTH DIRECT SUBSIDIES	44199	756,736	742,977	430,937	457,267	539,017	1,741,785
Public Health	Fringe	PUBLIC HEALTH BENEFITS POOL	49499	-	93,935	76,304	103,234	143,636	412,938
Public Welfare	Admin	VETERANS AFFAIRS	54050	58,476	36,056	36,005	36,206	41,472	181,207
Public Welfare	State	DEPT OF SOCIAL SERVICES	54060	51,636	48,774	30,622	26,949	33,532	170,700
Public Welfare	Allocation	PUBLIC WELFARE DIRECT SUBSIDIES	54299	7,458	1,840	2,090	907	907	435,000
Public Welfare	Fringe	PUBLIC WELFARE BENEFITS POOL	59599	-	10,600	7,514	8,129	11,047	32,514
Cultural	Admin	PALS CENTRAL ADMINISTRATION	63310	92,499	100,501	65,382	90,872	98,122	362,550
Cultural	Admin	PALS SUMMER PROGRAM	63311	85,438	99,074	94,416	135,923	135,923	114,500
Cultural	Admin	PALS AQUATICS PROGRAM	63312	291,081	271,915	292,570	292,587	317,073	1,147,382
Cultural	Admin	PALS HILTON HEAD PROGRAMS	63313	61,420	20,000	40,000	40,203	40,203	80,000
Cultural	Admin	PALS BLUFFTON PROGRAMS	63314	111,542	182,256	56,475	12,465	14,472	122,000
Cultural	Admin	PALS ATHLETIC PROGRAMS	63316	153,104	119,529	168,552	173,416	184,603	912,649
Cultural	Admin	PALS RECREATION CENTERS	63317	235,447	185,934	159,010	144,744	157,276	548,272
Cultural	Admin	LIBRARY ADMINISTRATION	64070	205,289	164,395	158,309	166,819	191,717	626,166
Cultural	Admin	LIBRARY BEAUFORT BRANCH	64071	169,183	136,248	124,302	135,878	149,908	533,606
Cultural	Admin	LIBRARY BLUFFTON BRANCH	64072	203,857	166,393	111,769	111,292	125,722	531,912
Cultural	Admin	LIBRARY HILTON HEAD BRANCH	64073	186,674	161,705	142,494	126,381	141,733	574,105
Cultural	Admin	LIBRARY LOBECO BRANCH	64074	55,743	33,860	30,861	32,774	37,271	133,782
Cultural	Admin	LIBRARY ST HELENA BRANCH	64075	24,537	23,134	22,420	43,235	54,559	552,327
Cultural	Admin	LIBRARY TECHNICAL SERVICES	64078	186,868	162,079	110,092	146,276	155,974	482,525
Cultural	Admin	LIBRARY SC ROOM	64079	30,067	24,752	23,422	23,509	28,356	99,591
Cultural	Fringe	CULTURAL & RECRE BENEFITS POOL	69699	-	254,979	210,303	194,111	262,625	776,442
General Fund Expenditures				22,522,790	22,956,089	21,810,808	21,696,522	25,029,143	90,298,001

Budget FY 2013
As of 10/17/2012

Description	Organization	ORG	Actual Year to Date Comparison For the Period Ending September 30th				October 17, 2012	Adopted	
			FY 2010	FY 2011	FY 2012	FY 2013	Actual to Date FY 2013	Budget FY 2013	
Transfers	Allocation	GENERAL FUND XFERS OUT	99100						
		Miscellaneous Grant	59200	-	-	-	-	-	
		Daufuskie Ferry	59202	18,750	25,000	25,000	16,667	25,000	100,000
		Public Safety Grants	59206	-	-	-	-	-	-
		EMS Grants	59207	1,500	1,500	1,500	-	-	-
		Tire Recycling	59226	-	-	-	-	-	-
		Real Property	59209	-	-	-	-	-	-
		Dale Water Line	59229	-	-	-	-	-	-
		PALS Programs Fund	59231	-	-	-	-	-	-
		DSN Programs Fund	59241	466,049	405,153	339,875	283,333	425,000	1,700,000
		A&D Programs Fund	59261	122,616	91,141	74,922	58,333	87,500	350,000
		DNA Laboratory	59270	79,604	83,124	-	-	-	-
		Victims Assistance	59271	77,419	23,459	26,909	19,882	29,822	119,290
		School Resource Officer	59273	28,758	36,464	33,363	23,807	35,710	142,839
		Sheriff Grant	59274	-	6,804	1,202	-	-	-
		Sheriff's Vehicles	59277	-	-	-	-	-	-
		DNA Grant Fund	59280	-	-	-	-	-	-
		COSY Program	59281	32,500	32,500	35,000	23,333	35,000	140,000
		Solid Waste	59290	-	-	-	-	-	-
		Debt Service Fund	59300	-	-	-	-	-	-
		LI Airport	59570	25,000	-	-	-	-	-
		HHI Airport	59580	37,500	-	-	-	-	-
		Clerk of Court	59619	-	-	-	-	-	-
		Public Defender	59651	163,341	125,709	75,000	50,000	75,000	300,000
		Sheriff's Trust	59663	-	10,000	-	-	-	-
		Total General Fund Transfers Out		1,053,037	840,854	612,771	475,355	713,032	2,852,129
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 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. General Conditions and Provisions

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]



**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 *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Michael Hatfield, Chief Deputy Sheriff *MHatfield*

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

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:

	<u>Cost</u>	<u>Project</u>
1. Benson Chrysler, Greer, SC	\$137,207	Vehicle Replacements

FUNDING AND COST BREAKDOWN:

1. Vehicle Replacements, Account # 21052-54000, Vehicle Purchases. Total \$137,207.

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

cc: Suzanne Cook, Richard Dimont

Stacy Langdale, Procurement Manager
E-Mail: slangdale@mmpo.sc.gov
Telephone: (803) 737-4375

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 6
Date: 11/01/11

**SEDAN, INTERMEDIATE, REAR WHEEL DRIVE,
PURSUIT PACKAGE (Hemi V-8 Base Unit with a V-6 Option)**

Contract No: 4400002964 Current Contract Term: 11/01/10 – 10/31/11
Order Rollover Dates: 11/01/2011–10/31/2012

Model: Dodge Charger Commodity Code: 07105

Contractor: Benson Chrysler Contact Person: Pete Dawley
PO Box 509
Greer, SC 29650 E-Mail: group3race@aol.com

Telephone: (800) 728 - 5706 Fax: (864) 855 - 6512
(864) 901 - 4773

Delivery: 90 – 120 Days ARO

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: [mailto:pete.dawiey@chrysler.com] [mailto:pete.dawiey@chrysler.com]
Sent: Thursday, September 13, 2012 6:04 PM
To: [mailto:sharon.chavis@chrysler.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 \$1,000.00m total. Hope I have not confused you.

Pete

In a message dated 9/13/2012 5:58:13 P.M. Eastern Daylight Time, [mailto:pete.dawiey@chrysler.com] writes:
This is what your'e looking for, I bet.

Pete

In a message dated 8/21/2012 5:10:10 P.M. Eastern Daylight Time, [mailto:pete.dawiey@chrysler.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 Dawiey
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) 377-0197 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, allen@group3race.com writes:

Pete,

Please let me know this information AS AP. Thanks.

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

Pete,

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

Northern Enforcement Commander

255-3264

allen@nec.gov



**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:

1. Vehicle Replacements, Account # 21051-54000, Vehicle Purchases. Total \$91,438.

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

cc: Suzanne Cook, Richard Dimont

Stacy Langdale, Procurement Manager
E-Mail: slangdale@mmo.sc.gov
Telephone: (803) 737-4375

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 6
Date: 11/01/11

**SEDAN, INTERMEDIATE, REAR WHEEL DRIVE,
PURSUIT PACKAGE (Hemi V-8 Base Unit with a V-6 Option)**

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Model: Dodge Charger Commodity Code: 07105

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Delivery: 90 – 120 Days ARO

Base Price:	\$ 23,209
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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

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SEDAN, INTERMEDIATE, REAR WHEEL DRIVE, PURSUIT PACKAGE

[Link to "Law Enforcement Vehicle Index"](#)

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To: GROUP3RACE@aol.com; Horton, Allen
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Benson Chrysler Dodge Jeep
400 West Wade Hampton Boulevard
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(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:

2012 /

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:

**COUNTY COUNCIL OF BEAUFORT COUNTY
CHARTER FOR
AIRPORTS BOARD (BCAB)**

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 who 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 who 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 I and II 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;

(n) 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;

(o) 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;

(p) 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,

(q) 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.

(r) This revised Charter will take effect ~~as soon as practical but not later than March 31, 2009~~ 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:

2012 /

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 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

Fee Type	Description	Rental Price	Recommended Changes
Youth Sports Registration	Baseball/Softball Cheerleading Soccer and Basketball Flag Football (Ages 4 – 7) Tackle Football (Ages 8 – 12)	\$65.00 \$55.00 \$60.00 \$55.00 \$75.00	
Youth Sports Late Registration Fee	One week after regular registration deadline	\$25.00	
Adult Sports Registration	Baseball and Softball Leagues	\$550.00	
Adult Soccer Registration	6 on 6 Adult League	\$400.00	
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.	75% of respective program fee	Refund Policy (Added)
	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	Per Day Per Season Non Profit Per Season	\$25.00 \$300.00 \$150.00	
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	Banner Team Team and Banner League for age group Corporate Summer Camp Sponsor Soccer cup sponsor	\$300.00 \$300.00 \$500.00 \$900.00 \$2500.00 \$400.00 \$2000.00	
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	

**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)**

POOLS

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

**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)**

RECREATION AND CENTERS

Fee Type	Description	Rental Price	Recommended Changes
After School Program (3:00pm – 6:00pm)	Per child per month	\$75.00	
After School Program “Short Months” (June, August and December)	Per child per short month	Prorate the number of active days by \$75.00 \$5.00 per day	After School Fee - Short Months (Added)
After School Monthly Late Fee	When payment is not received by close of business (6:00pm) on first Friday of each month	\$25.00	
Intersession (7:30am – 6:00pm)	1 day per month 2 or more days per month Non-participant fee	Free \$10.00 per day \$15.00 per day	
Late Pick Up Fees (After School and Intersession)	Per child late fee after 6:00pm closing to be paid before child can return to program	\$1.00 per minute per child after 6:00pm	After School & Intersession Late Pick-Up Fees (Added)
Summer Camp Registration • Summer Camp is 8 weeks • Hours Universally – 7:30am – 6:00pm • Additional T-Shirts - \$5.00	Regular Camp Rate Reduced Camp Rate	\$325.00 \$195.00	
Summer Camp Late Registration Fee	After the registration deadline and based upon availability of camp location	\$25.00	Summer Camp Late Registration Fee (Added)
Community Center Rentals (if available) All usage fees for recreation centers must be paid in advance along with a \$200.00 refundable security deposit before the event can be placed on calendar.	All centers (1-3 hours) Additional fee per hour Refundable Security Fee Cleanup Fee Additional cleaning fee may apply if left in poor condition	\$150.00 \$50.00 (\$200.00) \$50.00	
	Non Profits - 1 Week (If Space Available) Non Profits - 2 Weeks (If Space Available)	\$750.00 \$1,000.00	
Community Room Rentals – For profit Revenue based classes or meetings All usage fees for community room rentals must be paid in advance along with a \$50.00 refundable security deposit before the event can be placed on calendar. There will not be a rental charge for community rooms during regular business hours for non-profit groups.	Small Rooms Per day (1-3 hours) Large Rooms Per day (1-3 hours) Additional fee per hour Refundable Security Deposit	\$75.00 \$100.00 \$20.00 (\$50.00)	
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	

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
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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.

Skills development classes	6 participants
Emergency Assistance	1,475 households
Mortgage Renegotiations	13 households
Emergency Foreclosure Assistance	8 households
Senior Farmer's Market Coupons	800 distributed

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.

Rain barrels obtained for run-off

6

Pesticide & Herbicide training

2 Courses

9 people

Hands on Learning for youth

4,500+ youth

Senior Leadership programs

31 participants

Funds Expended for 2012 Alliance Activities

\$45,500 Grants to Coalitions & Alliance Members

\$7,000 Grant Writers Program & Local Match

\$1,680 Storage facility rental

\$54,180*

*Variance of \$2,180 obtained from other sources

2012 Alliance Grants Awarded

\$2,000 Lowcountry Affordable Housing Coalition

\$6,500 LoveHouse Ministries After-School Care

\$4,500 Eat Smart Move More Lowcountry Coalition

\$6,500 National Alliance on Mental Illness

\$6,500 Beaufort County Early Childhood Coalition

\$6,500 Pathways in STEP (Sheldon Township Enrichment Project)

\$6,500 Bluffton Volunteers in Medicine

\$6,500 Volunteer Income Tax Assistance (VITA) Coalition

\$45,500

	2011	2012	Proposed FY13
	<u>\$726,000</u>	<u>\$605,000</u>	<u>\$482,000</u>
LRTA	\$246,000	\$240,000	\$230,000
Alliance activities	\$129,000	\$52,000	\$0
CECMHC	\$128,000	\$110,000	\$90,000
DHEC	\$65,000	\$60,000	\$54,000
SSBC	\$55,000	\$50,000	\$45,000
CAPA	\$32,000	\$28,000	\$24,000
BSWCD	\$21,000	\$18,000	\$0
CODA	\$15,000	\$14,000	\$11,000
HOPE Haven	\$15,000	\$14,000	\$11,000
LVL	\$10,000	\$9,000	\$7,000
BJ EOC	\$5,000	\$5,000	\$5,000
Clemson	\$5,000	\$5,000	\$5,000
Total	<u>\$597,000</u>	<u>\$553,000</u>	<u>\$482,000</u>

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.



ORDINANCE 2012/___

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:

Committee Reports

October 22, 2012

A. COMMITTEES REPORTING

1. Community Services

① 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.

COMMUNITY SERVICES COMMITTEE

October 15, 2012

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; Shaww 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

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 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: 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

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

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

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.