

COUNTY COUNCIL OF BEAUFORT COUNTY

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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, February 25, 2013

4:00 p.m.

Large Meeting Room, Bluffton Branch Library
120 Palmetto Way, Bluffton, South Carolina

Citizens may participate in the public comment periods and public hearings from telecast sites at County Council Chambers, Beaufort as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
 - A. Committee Reports ([backup](#))
 - B. Discussion is not limited to agenda items.
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – February 11, 2013 ([backup](#))
 - B. Appointments to Boards and Commissions ([backup](#))
 - C. County Administrator's Two-Week Progress Report ([backup](#))
 - D. Deputy County Administrator's Two Week Progress Report and Monthly Budget Summary ([backup](#))
7. PUBLIC COMMENT
8. COUNTY ADMINISTRATOR'S REPORT
 - Mr. Gary Kubic, County Administrator
 - A. The County Channel / Broadcast Update
 - B. Resolution Agreeing to Apply to South Carolina Department of Transportation for a Ferry Grant in an Amount Not to Exceed \$50,000 to Assist with Ferry Service to and from Daufuskie Island ([backup](#))



9. DEPUTY COUNTY ADMINISTRATOR'S REPORT

Mr. Bryan Hill, Deputy, County Administrator

A. FY 2014 Budget Schedule ([backup](#))

10. CONSENT AGENDA – ITEMS A THROUGH R

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

1. Consideration of second reading approval to occur February 25, 2013
2. Public hearing to occur Monday, March 11, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
3. First reading approval occurred February 11, 2013 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0

B. AN ORDINANCE TO CREATE THE SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD TO ASSIST AND ADVISE BEAUFORT COUNTY COUNCIL IN DESIGN, IMPLEMENTATION, FUNDRAISING AND PROMOTION OF CORRIDOR BEAUTIFICATION ALONG HIGH VOLUME TRAFFIC CORRIDORS IN THE SOUTHERN AREAS OF BEAUFORT COUNTY ([backup](#))

1. Consideration of second reading approval to occur February 25, 2013
2. Public hearing to occur Monday, March 11, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
3. First reading approval occurred February 11, 2013 / Vote 11:0
4. Governmental Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0

C. SOLE SOURCE PURCHASE FOR THE MUNIS PERMITS AND BUILDING CODE ENFORCEMENT MODULE TO BE UTILIZED IN BEAUFORT COUNTY'S COMMUNITY DEVELOPMENT OFFICE ([backup](#))

1. Consideration of contract award to occur February 25, 2013
2. Contract award: MUNIS – Tyler Technologies
3. Contract amount: \$75,365
4. Funding: 2005 General Obligations Board, account 4004011-54113
5. Finance Committee discussion and recommendation to award contract occurred February 18, 2013 / Vote 6:0

D. CONTRACT TO PURCHASE A PUBLIC HEALTH INSECTICIDE FROM ADAPCO, INC. FOR MOSQUITO CONTROL DEPARTMENT ([backup](#))

1. Consideration of contract award to occur February 25, 2013
2. Contract award: ADAPCO, Inc., Sanford, Florida
3. Contract amount: \$58,946.90
4. Funding: FourStar Briquets, account 43190-52320, Public Health Products
5. Finance Committee discussion and recommendation to award contract occurred February 18, 2013 / Vote 6:0

- E. CONTRACT TO PURCHASE ONE 2013 FORD F-550 CREW CAB TRUCK FOR THE COUNTY'S EMS DEPARTMENT FROM THE SOUTH CAROLINA STATE CONTRACT ([backup](#))
1. Consideration of contract award to occur February 25, 2013
 2. Contract award: Dick Smith Ford, Columbia, South Carolina
 3. Contract amount: \$58,603
 4. Funding: Vehicle Purchases, Department of Homeland Security Grant for the Regional Medical Assistance Team, account 27140011-5400
 5. Finance Committee discussion and recommendation to award contract occurred February 18, 2013 / Vote 6:0
- F. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,600,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of first reading approval to occur February 15, 2013
 2. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1
- G. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2013B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of first reading approval to occur February 15, 2013
 2. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1
- H. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$37,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of first reading approval to occur February 15, 2013
 2. Finance Committee discussion and recommendation to approve occurred February 18, 2013 / Vote 5:1

- I. RESOLUTION AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO PARTICIPATE IN THE SOUTH CAROLINA DEFERRED COMPENSATION PROGRAM ([backup](#))
 1. Consideration of adoption to occur January 28, 2013
 2. Finance Committee discussion and recommendation to adopt occurred January 22, 2013 / Vote 5:0
- J. BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY AND BRIDGE CONSTRUCTION (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
 1. Consideration of contract award to occur February 25, 2013
 2. Contract award: R.R. Dawson Bridge Co., LLC, Lexington, Kentucky
 3. Contract amount: \$36,665,629.96
 4. Funding: 1% Sales Tax Referendum and \$15,000,000 from 2012 Federal Highway Match administered by SCDOT
 5. Public Facilities Committee discussion to occur February 22, 2013
- K. BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY AND BRIDGE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
 1. Consideration of contract award to occur February 25, 2013
 2. Contract award: F&ME Consultants, Inc., Columbia, South Carolina
 3. Contract amount: \$3,886,934.16
 4. Funding: 1% Sales Tax Referendum, account 33401-54500 Bluffton Parkway Phase 5
 5. Public Facilities Committee discussion to occur February 22, 2013
- L. EMERGENCY PURCHASE CHANGE ORDER FOR THE BEAUFORT COUNTY DETENTION CENTER'S GYMNASIUM RESTROOM FACILITIES (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
 1. Consideration of change over approval to occur February 25, 2013
 2. Contract award: Patterson Construction, Beaufort, South Carolina
 3. Contract amount: \$51,368.66
 4. Funding: Account 4007001-54421, 2009 Bonds, Renovations, Detention Center
 5. Public Facilities Committee discussion to occur February 22, 2013
- M. DISABILITIES AND SPECIAL NEEDS DEPARTMENT FACILITY SECURITY SYSTEM IMPROVEMENTS (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
 1. Consideration of contract award to occur February 25, 2013
 2. Contract award: CSI Technology Outfitters, Easley, South Carolina
 3. Contract amount: \$171,040.13
 4. Funding: Disabilities and Special Needs Department CIP, account 40050011-54460
 5. Public Facilities Committee discussion to occur February 22, 2013

- N. LAW ENFORCEMENT CENTER SECURITY SYSTEM IMPROVEMENTS (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
1. Consideration of contract award to occur February 25, 2013
 2. Contract award: CSI Technology Outfitters, Easley, South Carolina
 3. Contract amount: \$116,264.75
 4. Funding: Law Enforcement Center CIP, account 40040011-54423
 5. Public Facilities Committee discussion to occur February 22, 2013
- O. BEAUFORT COUNTY DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT OF WAY OR EASEMENT DOCUMENTATION – HALIFAX DRIVE, ST. HELENA (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
1. Consideration of commendation to occur February 25, 2013
 2. Public Facilities Committee discussion to occur February 22, 2013
- P. CONSIDERATION OF THE ENCROACHMENT REQUIRED OF THE PARKER’S CONVENIENCE STORE – MASTER PLAN AND TRAFFIC IMPACT ANALYSIS (This item is contingent upon Public Facilities Committee recommendation February 22, 2013) ([backup](#))
1. Consideration of encroachment permit to occur February 25, 2013
 2. Public Facilities Committee discussion to occur February 22, 2013
- Q. PRIORITIZATION OF NEEDS ASSESSMENT (This item is contingent upon Community Services Committee recommendation February 25, 2013) ([backup](#))
1. Consideration of priorities to occur February 25, 2013
 2. Community Services Committee discussion to occur February 25, 2013
- R. SUPPORTING BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD REQUEST TO THE SOUTH CAROLINA LEGISLATURE (via Local Delegation) TO MODIFY THE MODEL OF SERVICE COORDINATION TO INCLUDE ESSENTIAL QUALITY OF LIFE NEEDS THAT WILL MORE EFFECTIVELY HELP CONSUMERS COPE WITH LIFE’S BASIC FUNCTIONS; PROVIDE FOR THEIR HEALTH AND SAFETY; ENHANCE THEIR POTENTIAL FOR INDEPENDENCE, PRODUCTIVITY, CONTRIBUTION AND INTEGRATION INTO OUR COMMUNITY (This item is contingent upon Community Services Committee recommendation February 25, 2013) ([backup](#))
1. Consideration of priorities to occur February 25, 2013
 2. Community Services Committee discussion to occur February 25, 2013
11. PUBLIC HEARINGS - 6:00 P.M.
- A. ORDINANCE FINDING THAT THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$6,000,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION ([backup](#))
1. Consideration of third and final reading to occur February 25, 2013
 2. Second reading approval occurred February 11, 2013 / Vote 11:0
 3. First reading approval occurred January 28, 2013 / Vote 10:0

4. Finance Committee discussion and recommendation to adopt occurred January 22, 2013 / Vote 6:0
- B. AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY'S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO ([backup](#))
 1. Consideration of second reading approval to occur February 25, 2013
 2. First reading approval occurred February 11, 2013 / Vote 11:0
 3. Governmental Committee discussion and recommendation to adopt occurred February 4, 2013 / Vote 7:0

12. PUBLIC COMMENT

13. EXECUTIVE SESSION

- A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
- B. Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege

14. ADJOURNMENT

Committee Reports

February 25, 2013

A. COMMITTEES REPORTING

1. Finance

- ① Minutes provided from the February 18, 2013 meeting. Action is required. See main agenda items 10C, 10D, 10E, 10F, 10G, 10H and 10I.
- ② Airports Board

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

2. Governmental

- ① Bluffton Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Ed Olsen	Bluffton Fire Service Area	Reappoint	8 of 11 (2 nd term)
02.11.13	Robert Rogers	Bluffton Fire Service Area	Reappoint	10 of 11 (3 rd term)

- ② Burton Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Gary Bright	Burton Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Herbert Burnes	Burton Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Cecil Lanier	Burton Fire Service Area	Reappoint	8 of 11 (2 nd term)

- ③ Sheldon Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Wayne Blankenship	Sheldon Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Donnie Phillips	Sheldon Fire Service Area	Reappoint	10 of 11 (3 rd term)

3. Natural Resources

① Beaufort/Jasper Water and Sewer Authority

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	James O'Neal	At-Large	Reappoint	10 of 11 (3 rd term)
02.11.13	Donald Manson	At-Large	Appoint	6 of 11 (1 st term)

② Historic Preservation Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Beekman Webb	Lady's Island	Reappoint	10 of 11 (3 rd term)
02.11.13	Natalie Hefter	Southern Beaufort County	Reappoint	8 of 11 (2 nd term)
02.11.13	Michelle Knoll	Port Royal Island	Appoint	6 of 11 (1 st term)
02.11.13	Maureen Richards	Bluffton Historic Preservation Organization	Appoint	6 of 11 (1 st term)

③ Northern Corridor Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Brian Coffman	Architect	Reappoint	10 of 11 (3 rd term)
02.11.13	Bradley Bowden	Resident of respective area served	Reappoint	10 of 11 (3 rd term)
02.11.13	Kenneth Dixon	Resident of respective area served	Reappoint	10 of 11 (3 rd term)
02.11.13	Peter Brower	Design Professional (Mr. Bower is moving from Southern CRB, where he held a landscape architect position, to Northern CRB to fill the design professional position)	Appoint	6 of 11 (1 st term)

④ Southern Corridor Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	James Atkins	Architect	Reappoint	10 of 11 (3 rd term)
02.11.13	John Brock *	Landscape Architect (Mr. Brock is moving from Northern CRB, where he held the design professional position, to Southern CRB to fill the landscape architect position)	Appoint	6 of 11 (1 st term)
02.11.13	Kenneth Skodacek *	Landscape Architect	Appoint	6 of 11 (1 st term)

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

⑤ Planning Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Charles Brown	Comprehensive Plan Planning Area – Sheldon Township	Reappoint	2 of 11 (2 nd term)
02.11.13	Ronald Petit	Comprehensive Plan Planning Area – Port Royal Island	Reappoint	10 of 11 (3 rd term)
02.11.13	Kenneth Skodacek *	At-Large	Appoint	6 of 11 (1 st term)
02.11.13	Randolph Stewart *	At-Large	Appoint	6 of 11 (1 st term)
02.11.13	Jennifer Bihl	Comprehensive Plan Planning Area – Lady’s Island	Appoint	6 of 11 (1 st term)

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

⑥ Rural and Critical Lands Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Janice Johnson	Council District 1	Reappoint	8 of 11 (2 nd term)
02.11.13	York Glover	Council District 3	Reappoint	10 of 11 (3 rd term)
02.11.13	Norma Stewart	Council District 6	Appoint	6 of 11 (1 st term)
02.11.13	James Livingston	Council District 7	Appoint	6 of 11 (1 st term)

⑦ Stormwater Management Utility Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	William Bruggeman	At-Large	Reappoint	8 of 11 (2 nd term)
02.11.13	Donald Cammerata	Stormwater District 9	Reappoint	8 of 11 (2 nd term)
02.11.13	James Fargher	Stormwater District 8	Reappoint	8 of 11 (2 nd term)

⑧ Zoning Board of Appeals

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Thomas Gasparini	Southern Beaufort County	Reappoint	10 of 11 (3 rd term)
02.11.13	Kevin Mack	St. Helena Island	Reappoint	10 of 11 (3 rd term)

B. COMMITTEE MEETINGS

1. Community Services

William McBride, Chairman

Tabor Vaux, Vice Chairman

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

2. Executive

Paul Sommerville, Chairman

➔ Next Meeting – March 11 at 2:00 p.m., ECR

3. Finance

Stu Rodman, Chairman

Rick Caporale, Vice Chairman

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

4. Governmental

Jerry Stewart, Chairman

Laura Von Harten, Vice Chairman

➔ Next Meeting – Tuesday, March 12 at 2:00 p.m., ECR

5. Natural Resources

Brian Flewelling, Chairman

Cynthia Bensch, Vice Chairman

➔ Next Meeting – Monday, March 4 at 2:00 p.m., ECR

6. Public Facilities

Gerald Dawson, Chairman

Steven Baer, Vice Chairman

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

7. Transportation Advisory Group

Paul Sommerville, Chairman

Stu Rodman, Vice Chairman

➔ Next Meeting – To be announced.

FINANCE COMMITTEE

February 18, 2013

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

The Finance Committee met Monday, February 18, 2013 at 2:00 p.m., in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort, S.C.

ATTENDANCE

Finance Committee Members: Chairman Stu Rodman, Vice Chairman Rick Caporale and members Steven Baer, Brian Flewelling, William McBride, and Jerry Stewart were present. Non-Committee members Cynthia Bensch, Gerald Dawson, and Laura Von Harten were also present.

County staff: Charles Atkinson, Building Codes Director; Tony Criscitiello, Division Director – Planning and Development; Donna Crosby, EMS Director; Phil Foot, Division Director – Public Safety; Joshua Gruber, Staff Attorney; Greg Hunt, Mosquito Control Director; Gary Kubic, County Administrator; Jim Minor, Solid Waste and Recycling Director; Dan Morgan, Information Technology Director; David Starkey, Chief Financial Officer; Dave Thomas, Purchasing Director; David Zeoli, Deputy Director – Emergency Management;

Public: Senator Davis; and John Thompson, Bluffton Township Fire District.

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

Councilman Rodman chaired the meeting.

ACTION ITEMS

1. Consent Agenda – Contracts

- **\$75,000 sole source purchase for the MUNIS permits and building code enforcement module to be utilized in Beaufort County's Community Development Office**

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

Discussion: The Purchasing Department received a request from the Building Codes Director to purchase the Permits and Building Code Enforcement module within our existing MUNIS Software. MUNIS permitting and inspection software is a configurable system that will support the unique needs of Beaufort County's One-Stop-Shop permitting, zoning and business license customer service initiative and field operations. This software will provide a seamless platform for interdepartmental workflow while also integrating secondary information systems that are critical to the community development process. In addition, the MUNIS systems

property master-file feature will increase employee efficiency by allowing staff to approve projects concurrently and tract prerequisite component approvals within the software system.

The remote use and citizen self-service portions of this software system will allow our inspection staff to enter onsite inspection data in real-time while automatically notifying the permit holder of inspection results via text message or email. Internally, inspections scheduling will be automated and management staff will have the ability to track field operation productivity in real time. The implementation of this new software system will support our immediate need to upgrade our existing permitting system and allows for expansion when the need arises.

The cost is \$75,365 including the purchase of the software, including the installation, consulting, and training and conversion required to implement the software and make it ready to use by Beaufort County Community Development Office. The funding will be provided by 2005 General Obligation Bonds, account 4004011-54113, where \$200,000 is set aside for MUNIS Improvements.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Finance Committee approve and recommend to Council the purchase of the Permits and Code Enforcement Module from MUNIS – Tyler Technologies in the amount of \$75,365. The funding will come from 2005 General Obligation Bonds, account 4004011-54113. In addition to the one-time cost, an annual maintenance cost of \$3,559 will be funded within Building Codes general fund budgets each year. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Recommendation: Council approve the purchase of the Permits and Code Enforcement Module from Munis – Tyler Technologies in the amount of \$75,365 to be funded from 2005 General Obligation Bonds, account 4004011-54113.

2. Consent Agenda – Contracts

- **\$58,946.90 contract to purchase public health insecticide from ADAPCO, Inc. for Mosquito Control Department**

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

Discussion: The Purchasing Department received a requisition over \$25,000 from Mosquito Control Department requesting approval to purchase public health insecticide from a sole source vendor. The request is to purchase a public health insecticide used to treat at least 19,000 catch basins for mosquito breeding and subsequently, reduce the risk of West Nile Virus. The purchase will be for 97 cases (200 units per case) of FourStar Briquets from ADAPCO, Inc., in the amount of \$58,946.90. The funding for this will come from FourStar Briquets, account 43190-52320, Public Health Products. A manufacturer's 7.5% rebate (\$4,421.02) will be offered after purchase.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Finance Committee approve and recommend to Council approval of purchase of public health insecticide

from ADAPCO, Inc., in the amount of \$58,946.90. Funding will come from FourStar Briquets, account 43190-52320. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Recommendation: Council approve the purchase of public health insecticide from ADAPCO, Inc., in the amount of \$58,946.90.

3. Consent Agenda – Contracts

- **\$58,603 contract to purchase one 2013 Ford F-550 Crew Cab Truck for the County’s EMS Department from the South Carolina State Contract**

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

Discussion: The Beaufort County EMS Department would like to purchase one new 2013 Ford Super Duty Truck, with utility in order to enhance the response capabilities of the Lowcountry Regional Medical Assistance Team (RMAT). The RMAT vehicle will be used to tow equipment trailers, carry personnel and equipment to incident sites. The vehicle will greatly enhance the response capabilities of the Lowcountry RMAT hosted by Beaufort County’s EMS Department. The state contract vendor for this purchase is Dick Smith Ford in Columbia, SC. The cost would be \$58,603 and would come from account 27140011-54000, Vehicle Purchases, Department of Homeland Security Grant for the Regional Medical Assistance Team.

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

Recommendation: Council approval of the purchase of one new 2013 Ford Super Duty Truck, with utility, from State Contract Vendor Dick Smith Ford, Columbia, S.C., in the amount of \$58,603 to enhance response capabilities of the Lowcountry Regional Medical Assistance Team (RMAT). Funding will come from account 27140011-54000, Vehicle Purchases, Department of Homeland Security Grant for the Regional Medical Assistance Team.

4. Consent Agenda – Contracts

- **\$19,575 per month term for ten years, sole source purchase for Fiber Installation Services and Support with Hargray, Inc. for Beaufort County’s E911 Infrastructure**

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

Discussion: The Purchasing Department received a request from the Emergency Management Director to purchase fiber optic services for the E911 system supporting Beaufort County. This point-to-point fiber installation is necessary to meet the network specification for the installation of the Patriot System. The sole source vendor is Hargray, Beaufort, SC, in the amount of \$19,575 per month for 120 months. The cost includes the purchase of fiber, installation, and maintenance support required to implement the E911 system backup for Beaufort County's Emergency Management Department.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Finance Committee approve and recommend to Council approval of the purchase of fiber services from Hargray, Inc. in the amount of \$19,575 per month for 120 months, or a total contract cost of \$2,349,000. This will be funded from account 23205-54142 Regional 911. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Recommendation: Council approve the purchase of fiber services from Hargray, Inc. in the amount of \$19,575 per month for 120 months, or a total contract cost of \$2,349,000. This will be funded from account 23205-54142 Regional 911.

5. Refinancing of the County's FY 2012 and FY 2013 Bond Anticipation Notes/Refinancing of the County's 2006A and 2006B Bonds/Borrowing of up to \$25 Million in Rural and Critical Lands Referendum Bonds

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

Discussion: Chief Financial Officer, David Starkey, presented to the Committee a PowerPoint Presentation that provided an overview of the \$2.5 and \$5 million Bond Anticipation Note (BAN) Refinance, the proposed partial refunding of the County 2006A and 2006B Bonds, and the proposed Rural and Critical Lands Referendum borrowing. His presentation concluded the following:

- Combine all borrowings for savings on issuance costs
- County needs to permanently finance BANs
- Take advantage of low interest rates
- Rural and Critical Lands referendum program needs will not be covered by monies currently on hand.

Motion: It was moved by Mr. Stewart, seconded by Mr. Baer, that Finance Committee approve and recommend to Council approve on first reading refinancing of the County's FY2012 and FY2013 Bond Anticipation Notes, refinancing of the County's 2006A and 2006B Bonds, and the borrowing of up to \$25 million in Rural and Critical Lands Referendum Bonds. The vote was: YEAS – Mr. Baer, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. OPPOSED – Mr. Caporale. The motion passed.

Recommendation: Council approve on first reading refinancing of the County's FY2012 and FY2013 Bond Anticipation Notes, refinancing of the County's 2006A and 2006B Bonds, and the borrowing of up to \$25 million in Rural and Critical Lands Referendum Bonds.

6. Consideration of a Resolution Authorizing the Bluffton Township Fire District to Participate in the South Carolina Deferred Compensation Program

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

Discussion: Mr. John Thompson, Bluffton Township Fire District Deputy Fire Chief, spoke to the Committee about the Bluffton Township Fire District's desire to participate in the South Carolina Deferred Compensation Program. He provided the Committee the features and highlights of the Program.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend to Council adoption of a resolution authorizing the Bluffton Township Fire District to participate in the South Carolina Deferred Compensation Program. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, and Mr. Rodman. ABSENT – Mr. Stewart (temporarily left room). The motion passed.

Recommendation: Council adoption of a resolution authorizing the Bluffton Township Fire District to participate in the South Carolina Deferred Compensation Program.

7. Consideration of Reappointments and Appointments

• Airports Board

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

Discussion: Committee Chairman Stu Rodman recommends to Committee to hold off on making a decision for reappointment of members serving the capacity of proximity to the Hilton Head Island Airport and proximity to the Lady's Island Airport until the Council members from those areas have time to weigh in on the issue and bring forth their recommendation.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Finance Committee nominate Derek Gilbert, serving as the Beaufort Chamber of Commerce representative; and Richard Sells, serving as Hilton Head Island Town Council representative, for reappointment to the Airports Board. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, and Mr. Rodman. ABSENT – Mr. Stewart (temporarily left room). The motion passed.

Motion: It was moved by Mr. Baer, seconded by Mr. Caporale, that Finance Committee nominate Will Dopp, serving proximity to Hilton Head Island Airport, and Ronald Smetek, serving proximity to Hilton Head Island Airport, for reappointment to the Airports Board. The

vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, and Mr. Rodman. ABSENT – Mr. Stewart (temporarily left room). The motion passed.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Baer, that Finance Committee nominate Joseph Mazzei, serving in the active pilot and aircraft owner based at the Hilton Head Island Airport, for reappointment to the Airports Board. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Baer, that Finance Committee nominate Norman Kerr, active or recently retired commercial airline pilot, for reappointment to the Airports Board. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Finance Committee nominate Alfred Spain for appointment to the qualifications on the Airports Board. The vote was: YEAS – Mr. Flewelling, Mr. McBride and Mr. Rodman. NAYS – Mr. Baer and Mr. Stewart. ABSTAIN – Mr. Caporale. The motion passed.

Recommendation: Council nominate Joseph Mazzei, Will Dopp, Derek Gilbert, Norman Kerr, Richard Sells and Ronald Smetek for reappointment to the Airports Board. Council nominate Alfred Spain for appointment to the Airports Board.

INFORMATION ITEMS

8. Consent Agenda – Contracts

- **\$35,344.65 contract purchase from a sole source vendor one new Lifepak 15 Monitor/Defibrillator for Beaufort County's Regional Medical Assistance Team**

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

Discussion: The Beaufort County's EMS Department would like to purchase a new Lifepak 15 Monitor/Defibrillator and equipment from Physio-Control, a sole source vendor. This purchase will EMS to use this Cardiac Monitor and Defibrillator within the Department and with the Regional Medical Assistance Team (RMAT). The purchase is 100% reimbursable under the South Carolina Homeland Security Grant. Funding will come from account 27140011-54200, Specialized Capital Equipment, Department of Homeland Security for the Regional Medical Assistance Team in the amount of \$35,344.65.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Baer, that Finance Committee approve a contract award for one new Lifepak 15 Monitor/Defibrillator in the amount of \$35,344.65 to Physio-Control, Redmond, Virginia. The vote was: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Status: Finance Committee approved a contract award for one new Lifepak 15 Monitor/Defibrillator in the amount of \$35,344.65 to Physio-Control, Redmond, WA. Funding will come from account 27140011-54200, Specialized Capital Equipment, Department of Homeland Security for the Regional Medical Assistance Team.

9. Discussion of Highway Funding

• Bluffton Parkway 5A and 5B

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

Discussion: Committee Chairman Stu Rodman provided the Committee with diagrams and an overview of traffic, cost, and evacuation as it relates to the Bluffton Parkway 5A and 5B. He recommended upgrading the current connectors, rather than constructing a flyover, which he feels would save the County \$20 million.

County Administrator Gary Kubic spoke about an article in the *Island Packet* and the image attached to the article. He felt that the image distorts the County's intentions. He provided the Committee with images of the Hilton Head Bridge from 1982 and 2013.

Status: Information only.

10. Representation – Transfer Station Analysis

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

Discussion: Mr. Jim Minor, Solid Waste and Recycling Director, provided the Committee with a PowerPoint Presentation regarding Solid Waste Management. The presentation provided information about the 2005 RW Beck Study, renegotiations of current contracts, and future initiatives. He informed the committee of the different considerations with transfer stations and benefits of a transfer station that includes the following:

- Puts County in the driver's seat
- Competition likely to reduce long term costs
- Access to multiple disposal facilities provides better guarantee of disposal capacity
- In case of disaster, allows the County to dispose of debris at multiple sites leading to quicker removal
- Provides opportunity for fully integrated solid waste management services

Mr. Minor said now is the time to begin planning in order to maintain savings. Our current contract with Waste Management expires on June 30, 2015. The current contract contains CPI increase, so costs will continue to go up. He also spoke about leveraging when contracting.

Status: Information only.

11. Presentation – Treasurer’s Office Accomplishments

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

Discussion: Mrs. Maria Walls, Deputy Treasurer, provided the Committee with a PowerPoint Presentation on the Office’s accomplishments. She provided a breakdown of volume intake through January 31, which is as follows: BB&T branches 3,665, Lockbox 62,378, Treasurer’s Office 92,879, and Call Center 12,024. She also provided an overview of billed versus collected for years 2012 and 2013 and the departmental budget comparison. She informed the Committee of changes in the Treasurer’s Office to include employee efficiency training.

Status: Information only.

12. Consideration of Reappointments and Appointments

- **Accommodations Tax Board**

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

Status: This item was postponed until the next meeting.

DRAFT

Official Proceedings
County Council of Beaufort County
February 11, 2013

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 11, 2013 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

DISCUSSION ITEMS

Topics discussed during caucus included: (i) the administrative consent agenda regarding appointments to Boards and Commission process; (ii) any issue of substance being discussed during the regular meeting rather than caucus; (iii) a resolution of Beaufort County Council supporting the creation of the Beaufort and Sumer Economic Alliance; (iv) Lady's Island/St. Helena Island Fire District \$6 million borrowing, retiring some debt, and relocating a fire station; (v) authorization for the Bluffton Township Fire District to increase their expenditures this year out of available funds in order to get a head start on the cost increase that will be borne to avoid the ISO problem at Palmetto Bluff and Colleton River Plantation; (vi) House Bill 3290 and Senate Bill 203, Flow Control; (vii) reassessment; (viii) an ordinance to create the Southern Beaufort County Corridor Beautification Board – changes the status from a Committee to Board; (viii) creation of the Community Development Code Joint Review Committee. Council representatives on the committee are Brian Flewelling, Cynthia Bensch, Bill McBride, and Gerald Dawson. The County Planning Commission representatives are Diane Chemlik, Ron Petit, Mary Legree, and Ed Riley; (vi) property owners switching from 6% to 4% assessment ratio; (vi) February 22, 2013 agenda of Public Facilities Committee to include Bluffton Parkway Phase 5A, Parkers Convenience Store project at the corner of US Highway 21 and SC Highway 280.

RECONVENE OF REGULAR SESSION

The regularly scheduled meeting of the County Council of Beaufort County was held at 4:00 p.m. on Monday, February 11, 2013 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

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

INVOCATION

Councilman Rodman gave the Invocation.

REVIEW OF PROCEEDINGS OF THE REGULAR MEETING HELD JANUARY 28, 2013

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held January 28, 2013. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Stewart and Ms. Von Harten. ABSTAIN – Mr. Sommerville and Mr. Vaux. The motion passed.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Services Committee

This item comes before Council under the Administrative Consent Agenda. Discussion occurred at the January 28, 2013 meeting of the Community Services Committee.

Alcohol and Drug Abuse Board

Linda Hoffman

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

Sarah Hitchcock

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council appoint Sarah Hitchcock to serve a partial term as a member of the Alcohol and Drug Abuse Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Beaufort Memorial Hospital Board

Andrea Allen

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

Kathleen Cooper

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council appoint Kathleen Cooper to serve a four-year term as a member of the Beaufort Memorial Hospital Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Faith Polkey

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council appoint Dr. Faith Polkey to serve a four-year term as a member of the Beaufort Memorial Hospital Board. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Disabilities and Special Needs Board

Elizabeth Wirz

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

Parks and Leisure Services Board

Ronald Campbell

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

Mike Manesiotis

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

Governmental Committee

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

Bluffton Township Fire District Commission

Mr. Stewart, as Governmental Committee, nominated Ed Olsen and Roberts Rogers for reappointment to serve as members of the Bluffton Township Fire District Commission.

Burton Fire District Commission

Mr. Stewart, as Governmental Committee, nominated Gary Bright, Herbert Burnes and Cecil Lanier for reappointment to serve as members of the Bluffton Township Fire District Commission.

Sheldon Fire District Committee

Mr. Stewart, as Governmental Committee, nominated Wayne Blankenship and Donnie Phillips for reappointment to serve as members of the Bluffton Township Fire District Commission.

Natural Resources Committee

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

Beaufort/Jasper Water and Sewer Authority

Mr. Flewelling, as Natural Resources Committee Chairman, nominated James O’Neal for reappointment to serve as a member of the Beaufort/Jasper Water and Sewer Authority.

Mr. Stewart and Mrs. Bensch nominated Donald Manson for appointment to serve as a member of the Beaufort/Jasper Water and Sewer Authority.

Historic Preservation Review Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Beekman Webb, Natalie Hefter, Michelle Knoll and Maureen Richards to serve as members of the Historic Preservation Review Board.

Northern Corridor Review Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Brian Coffman, Bradley Bowden, Kenneth Dixon and Peter Brower to serve as members of the Northern Corridor Review Board.

Southern Corridor Review Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated James Atkins, John Brock and Kenneth Skodacek to serve as members of the Southern Corridor Review Board.

Planning Commission

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Charles Brown, Ronald Petit and Kenneth Skodacek to serve as members of the Planning Commission.

Mr. Vaux nominated Randolph Stewart to serve as a member of the Planning Commission

Mr. Sommerville nominated Jennifer Bihl to serve as a member of the Planning Commission

Rural and Critical Lands Preservation Review Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Janice Johnson, York Glover, Norma Stewart and James Livingston to serve as members of the Rural and Critical Lands Preservation Review Board.

Stormwater Management Utility Board

Mr. Flewelling, as Natural Resources Committee Chairman, nominated William Bruggeman, Donald Cammerata and James Fargher to serve as members of the Stormwater Management Utility Board.

Zoning Board of Appeals

Mr. Flewelling, as Natural Resources Committee Chairman, nominated Thomas Gasparini and Kevin Mack to serve as members of the Stormwater Management Utility Board.

County Administrator's Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from January 28, 2013 through February 8, 2013.

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

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from January 28, 2013 through February 8, 2013. Mr. Hill also submitted the actual year-to-date comparison for the period ending January 31, 2013 as well as snapshots of revenues and expenses to date.

PUBLIC COMMENT

The Chairman recognized Ms. Z. Alicia Fossee³, representing American Board, who said this organization is committed to help South Carolina with education. Education needs reform. It is going to take a community to reform it. American Board has partnered with the State Department of Education and Beaufort County School District to provide more certified, qualified teachers in the classroom.

Mrs. Anita Singleton-Prather *a.k.a.* Aunt Pearl Sue and the Gullah Kinfolk, a resident of the City of Beaufort, informed Council about her effort to form a non-profit and raise funds for youth programs at the Charles Lind Brown Center. Gullah Caribbean Celebration fundraiser is scheduled Saturday, February 23 beginning at 7:00 p.m. at the Jasmine Room of the Quality Inn, Beaufort.

Mr. Tom Hatfield, a resident of Hilton Head Island, stated Bluffton Parkway starts as a four-lane road on the north feeding into a two-lane highway, Route. 170, (somewhat in the middle of nowhere) and currently ends at another two lane road, near the entrance to Moss Creek, on Buckingham Plantation Drive. In the middle is a one-mile detour that one must take, going through two traffic lights to continue towards or from Hilton Head Island. However, this detour eventually will be replaced by a cut though, to eliminate this detour. However, there is no money appropriated to complete this project nor is there any idea as to when it might be accomplished. Therefore, the argument that it will help in the case of an emergency evacuation appears rather weak. In the meantime, Beaufort County, Hilton Head Island and the SCDOT are determined to

go forward with a very expensive double flyover to connect the Bluffton Parkway with Route 278. Everyone in government needs to understand that this difference of \$40 belongs to the taxpayers and citizens of Beaufort County and South Carolina. No doubt, there will be a lot of reasons why these suggestions are not perfect. But rather than voice those, please spend the time and effort to find a way to make a compromise happen. To make it work and save us that approximate \$40 million. Same for the \$1 million that the Town of Hilton Head has promised to give to the double flyover concept. As a wise man once said, “Don’t throw good money after bad.” Some might say, “But Tom why now? Why so late in the process?” The answer is that this idea was just introduced to me three weeks ago for the first time.”

COUNTY ADMINISTRATOR’S REPORT

The County Channel / Broadcast Update

Mr. Gary Kubic, County Administrator, said The County Channel has all programs, events and meetings available to watch online, on-demand at www.bcgov.net. The Broadcast Channel has been producing short segment from the Coastal Kingdom series called Critter Bytes. These scaled down videos give an example of the diversity of life we have in Beaufort County, and act as a promo for the Show.

On Monday, February 4, 2013, the Honorable Carmen Mullins, Resident Circuit Court Judge, Fourteenth Judicial Circuit, administered the oath of office to newly elected Councilman Roberts “Tabor” Vaux.

The County Channel’s new program, Coastline, debuted last week giving residents an insight into Beaufort County. Coastline will air the first Thursday of each month and starting in March residents will be able to call in asked the guest questions live on the air. Rick Forschner is the host of the show. The next episode will feature Sheriff P.J. Tanner.

Rural and Critical Lands Preservation Program Annual Report 2013

Mr. Garrett Budds, Director of Land Protection, Beaufort County Open Land Trust, presented the Rural and Critical Lands Preservation Program Annual Report 2013. “Protecting our waterways is tantamount to protecting our natural resources and our way of life in this part of the South Carolina. County Council Chairman Weston Newton (2012).”

Public Polling Results. The Trust for Public Land conducted polling in anticipation of the November 2012 bond referendum, gauging residents’ opinions regarding the Rural and Critical Lands Program and Beaufort’s natural environment, and 62% have a favorable opinion of the program. Ninety percent of those polled believe we owe it to future generations to save Beaufort County’s open space, clean water and wildlife, so future generations can enjoy them the way we do. As a result, the bond referendum passed overwhelmingly, with a 2:1 margin.

Conservation accomplishments: (i) Pocatigo watershed / northern broad a basin region, Bindon Plantation project, 1,317 acres protected under conservation easement, and 12,842 acres

permanently protected. (ii) Okatie watershed / headwater and main stem region, Okatie headwater east “Okatie Marsh” project, 165 acres purchased fee simple, and over 550 acres permanently protected. (iii) Fish Haul Creek Sub-basin region, Historic Mitchelville Mitchelville projects last remaining two undeveloped tracts adjacent to fish haul park acquired fee simple; and 37.55 acres permanently protect.

In summary 82 total projects are completed to date. The acre total protected in perpetuity is 21,781 acres. Preservation planning involves a thematic approach to Beaufort County natural and cultural resource protection. The four regions protected are: (i) farmland preservation --- agricultural, cultural working lands, rural landscape. (ii) economic strength – employment cornerstone, military base partnerships, national defense support, (iii) waterway health – C.O.M.N. (Cooper, Okatie May, New River) System, water quality, way of life, and (iv) cultural charter, Gullah-Geechee heritage, historically significant sites, Sea Island sense of place.

DEPUTY COUNTY ADMINISTRATOR’S REPORT

Citizens Guide to Beaufort County’s 2013 Reassessment Program

Ms. Monica Spells, Compliance Officer, author of the *Citizens Guide to Beaufort County’s 2013 Reassessment Program*, narrated a (flip e-guide) video presentation. A state-mandated countywide reassessment of all real properties located in Beaufort County will occur for tax year 2013. Beaufort County last conducted a reassessment in 2009, which determined the fair market value of real properties and the amounts of real estate (property) tax paid on those values through tax year 2012. Real property is appraised and taxed at 100% of fair market value on December 31, 2012. Properties will fluctuate in value with general market conditions, such as supply and demand, home sales prices, and the state of the economy independent of that valuation date.

A reassessment ensures that property taxes are paid on an updated and not past fair market value of properties. The Beaufort County Assessor’s Office is conducting the reassessment, which will appraise all property values at their fair market value as of December 31, 2012 and affect property tax bills issued by the Beaufort County Auditor’s Office around November 2013; these tax bills will reflect the newly appraised property values.

This guide has been designed to strengthen your understanding of the County’s 2013 reassessment program and provide pertinent information, which may be useful to the taxpayer. This guide includes an array of chapters and appendices: Role of the Assessor’s Office, Reassessment 101 and Schedule of Activity, Property Tax and Forecast Changes in Market and Assessed Value, Maps, Three Key Point, Appeal Process, Key Contacts, Frequently Asked Questions, Terms, Sample Reassessment Notice and Explanation, and Property Tax Calculation Example.

Mr. Kubic remarked this 40-page flip e-guide is designed to assist to all taxpayers on a procedure that is very confusing, and, at times, causing people to wonder how is it possible when their property is worth less, but paying more tax liability. Staff is also trying to blend Beaufort County, with this type of presentation, with the state-of-the art technology that will be available.

The volume of calls that come into our offices is phenomenal. It is thousands upon thousands. Products like this are designed to assist taxpayers in trying to find out answers to their questions because everybody does want to talk to Mr. Ed Hughes, Assessor, when the call. Everybody wants to talk with the County Council. We try to make sure that happens. Mr. Kubic is very happy and very proud of the quality and the expertise. This guide is an attempt to be more proactive in providing an explanation on a very difficult issue. The pictorial aspect of this is a reminder to anybody, who pulls down this product, that this is a wonderful, beautiful place to live. It goes hand-in-hand with the Rural and Critical Lands Program as well. The e-guide will be available for viewing on the County website March 1.

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. The gantry crane will be pouring the deck sections next week. There are two water quality units on each end of the bridge in addition to the retrofit projects, discussed in both the Natural Resources Committee and Public Facilities Committee, that will be implemented in this project to mitigate the increased impervious of additional lane as well as the retrofit of the existing volumes of water going into the Okatie River. Some of the Rural and Critical Lands Program tracts, *i.e.*, the 92-acre tract to the east of Hampton Parkway, will be used (once the permitting is approved) for the Okatie River east retrofit, as water quality wetlands enhancement.

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. The new courthouse sub-roofing is in place and brickwork is complete on the northwest quadrant. The project is on time and on budget.

Bluffton Parkway Phase 5A Segment 1 Roadway and Bridge Construction

Mr. Gary Kubic, County Administrator, stated the current schedule for Phase 5A Flyovers, *a.k.a.*, Segment 2 of Phase 5, is that we have two potential awards. One is for construction to R.R. Dawson Bridge Company in the amount of \$36,665,629.96, which Public Facilities Committee will consider February 22, 2013. The second award is for construction management and inspection services to F&ME Consultants, Inc. in the amount of \$3,886,934.16. That is about a \$40 million two-award consideration. There is an additional \$4.0 million in contingency, of which \$1.0 million could be dedicated to aesthetics; but, we have not had the opportunity to sit down with Town of Hilton Head Island representatives or any of their designees, but we fully intend to do that. This all made available primarily through three funding sources: 1% sales taxes, \$1.0 million of impact fees, and a \$15 million federal grant award made available by the

SCDOT Highway Commission. If we do have a recommendation out of Committee to support the two awards, it would then enable us to move forward with value engineering with the R.R. Dawson Bridge Co. Federal requirement before value engineering that we have to make the award. We are not borrowing any money for this portion of 5A.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the January 22, 2013 meeting of the Finance Committee.

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve on second reading ordinance finding that the Lady’s Island-St. Helena Island Fire District, South Carolina, may issue not exceeding \$6,000,000 of general obligation bonds and to provide for the publication of notice of the said finding and authorization. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

The Chairman announced the public hearing would occur Monday, February 25, 2012, beginning at 6:00 p.m. in the large meeting room of the Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina.

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

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

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

RESOLUTION OF BEAUFORT COUNTY COUNCIL SUPPORTING THE CREATION OF THE BEAUFORT AND SUMTER ECONOMIC (BASE) ALLIANCE

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

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council adopt a resolution affirming its support for the creation of a new economic development entity to be known as the Beaufort and Sumter Economic (BASE) Alliance that will serve in an oversight and management function of all collaborative efforts that may be undertaken by the currently existing economic development organizations of both Beaufort County (Lowcountry Economic Alliance) and Sumter County (Sumter Development Corporation and Sumter Smart Growth). The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

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

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

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

A PETITION OF THE BOARD OF FIRE CONTROL OF THE LADY'S ISLAND-ST. HELENA ISLAND FIRE DISTRICT TO THE GOVERNING BODY OF BEAUFORT COUNTY, SOUTH CAROLINA, REQUESTING A PUBLIC HEARING PURSUANT TO SECTION 6-11-430 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED

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

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council approve a petition of the Board of Fire Control of The Lady's Island-St. Helena Island Fire District to the governing body of Beaufort County, South Carolina, requesting a public hearing pursuant to Section 6-11-430 of the *Code of Laws of South Carolina*, 1976, as amended. The vote was: YEAS - Mr.

Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO

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

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council adopt a resolution calling for a public hearing to be held upon the question of the clarification and confirmation of the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina; providing for the publication of the notice of such public hearing; and other matters relating thereto. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

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

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

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

A RESOLUTION EMPHASIZING BEAUFORT COUNTY COUNCIL’S ONGOING OPPOSITION TO THE SPECIAL INTEREST FOCUSED LEGISLATION PENDING IN THE SOUTH CAROLINA GENERAL ASSEMBLY BY VIRTUE OF HOUSE BILL 3290 AND SENATE BILL 203 WHICH WE STRONGLY BELIEVE IS AN EFFORT TO CIRCUMVENT FLOW CONTROL REGULATIONS AND DEFEAT LOCAL PUBLIC HEALTH AND SANITATION AUTHORITY WHICH BELONGS UNDER HOME RULE TO THE COUNTY

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

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council adopt a resolution emphasizing Beaufort County Council's ongoing opposition to the special interest focused legislation pending in the South Carolina General Assembly by virtue of House Bill 3290 and Senate Bill 203 which we strongly believe is an effort to circumvent flow control regulations and defeat local public health and sanitation authority which belongs under Home Rule to the County. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC HEARINGS

AN ORDINANCE TO AMEND THE CHARTERS OF THE BLUFFTON TOWNSHIP FIRE DISTRICT, DAUFUSKIE ISLAND FIRE DISTRICT AND THE SHELDON TOWNSHIP FIRE DISTRICT

The Chairman opened a public hearing at 6:07 p.m. for the purpose of receiving information from the public regarding an ordinance to amend the charters of the of the Bluffton Township Fire District, Daufuskie Island Fire District and the Sheldon Township Fire District. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:08 p.m.

It was moved by Mr. Stewart, as Governmental Committee Chairman, that Council approve on third and final reading an ordinance to amend the charters of the Bluffton Township Fire District, Daufuskie Island Fire District and the Sheldon Township Fire District. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO AMEND THE BLUFFTON TOWNSHIP FIRE DISTRICT FY 2013 BUDGET FOR A SUPPLEMENTAL DISTRICT GENERAL FUND APPROPRIATION OF \$554,677 TO COVER ADDITIONAL SALARIES AND OVERTIME

The Chairman opened a public hearing at 6:09 p.m. for the purpose of receiving information from the public regarding an ordinance to amend the Bluffton Township Fire District FY 2013 budget for a supplemental district general fund appropriation of \$554,677 to cover additional salaries and overtime. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:10 p.m.

It was moved by Mr. Stewart, as Governmental Committee Chairman, that Council approve on third and final an ordinance to amend the Bluffton Township Fire District FY 2013 budget for a supplemental district general fund appropriation of \$554,677 to cover additional salaries and overtime. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten.

ABSTAIN – Mr. Vaux (his law firm represents the Bluffton Township Fire District). The motion passed.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the January 22, 2013 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on first reading an ordinance finding that the Lady’s Island-St. Helena Island Fire District, South Carolina, may issue not exceeding \$6,000,000 of general obligation bonds and to provide for the publication of notice of the said finding and authorization. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Stewart and Ms. Von Harten. ABSENT - Mr. Sommerville. District 9 is vacant. The motion passed.

PUBLIC COMMENT

The Chairman recognized Ms. Lelani Bessinger, a resident of Dale, who stated that Council has just adopted a resolution supporting the creation of a new economic development entity known as the Beaufort and Sumter Economic (BASE). She questioned the aspects of the new endeavor. In 2009 and 2010, more than \$300 million was spent in economic development programs in South Carolina including grants, workforce training, university hiring, and marketing and funding of the areas’ development center. This number does not include tax credits, bonds on debt service the total of which would amount to countless other millions of additional spending on economic development in this state. In a decade, South Carolina has spent in excess of two billion dollars in economic spending, yet we rank at the bottom in wages and jobs. By eliminating all economic development expenditures and special tax favors, we could scrap the entire corporate income tax, plus the bank tax, motor vehicle license tax, business license tax, insurance tax, and corporate license tax which all of these would be enough intensives to lurer corporations to locate to our area and help small business get off the ground.

OFF-AGENDA ITEM

It was moved by Ms. Von Harten, seconded by Mr. Flewelling, that Council hear an off-agenda item regarding the need to call for an executive session at the conclusion of the meeting. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Stewart and Ms. Von Harten. ABSENT - Mr. Sommerville. District 9 is vacant. The motion passed.

CALL FOR EXECUTIVE SESSION

It was moved by Ms. Von Harten, seconded by Flewelling, that Council go immediately into executive session for the purpose of receiving information regarding proposed contractual arrangements and proposed purchase of property. The vote was: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Stewart and Ms. Von Harten. ABSENT - Mr. Sommerville. District 9 is vacant. The motion passed.

EXECUTIVE SESSION

ADJOURNMENT

Council adjourned at 7:05 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

Committee Reports

February 25, 2013

A. COMMITTEES REPORTING

1. Finance

- ① Minutes provided from the February 18, 2013 meeting. Action is required. See main agenda items 10C, 10D, 10E, 10F, 10G, 10H and 10I.
- ② Airports Board

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

2. Governmental

- ① Bluffton Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Ed Olsen	Bluffton Fire Service Area	Reappoint	8 of 11 (2 nd term)
02.11.13	Robert Rogers	Bluffton Fire Service Area	Reappoint	10 of 11 (3 rd term)

- ② Burton Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Gary Bright	Burton Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Herbert Burnes	Burton Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Cecil Lanier	Burton Fire Service Area	Reappoint	8 of 11 (2 nd term)

- ③ Sheldon Fire District Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Wayne Blankenship	Sheldon Fire Service Area	Reappoint	10 of 11 (3 rd term)
02.11.13	Donnie Phillips	Sheldon Fire Service Area	Reappoint	10 of 11 (3 rd term)

3. Natural Resources

① Beaufort/Jasper Water and Sewer Authority

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	James O'Neal	At-Large	Reappoint	10 of 11 (3 rd term)
02.11.13	Donald Manson	At-Large	Appoint	6 of 11 (1 st term)

② Historic Preservation Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Beekman Webb	Lady's Island	Reappoint	10 of 11 (3 rd term)
02.11.13	Natalie Hefter	Southern Beaufort County	Reappoint	8 of 11 (2 nd term)
02.11.13	Michelle Knoll	Port Royal Island	Appoint	6 of 11 (1 st term)
02.11.13	Maureen Richards	Bluffton Historic Preservation Organization	Appoint	6 of 11 (1 st term)

③ Northern Corridor Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Brian Coffman	Architect	Reappoint	10 of 11 (3 rd term)
02.11.13	Bradley Bowden	Resident of respective area served	Reappoint	10 of 11 (3 rd term)
02.11.13	Kenneth Dixon	Resident of respective area served	Reappoint	10 of 11 (3 rd term)
02.11.13	Peter Brower	Design Professional (Mr. Bower is moving from Southern CRB, where he held a landscape architect position, to Northern CRB to fill the design professional position)	Appoint	6 of 11 (1 st term)

④ Southern Corridor Review Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	James Atkins	Architect	Reappoint	10 of 11 (3 rd term)
02.11.13	John Brock *	Landscape Architect (Mr. Brock is moving from Northern CRB, where he held the design professional position, to Southern CRB to fill the landscape architect position)	Appoint	6 of 11 (1 st term)
02.11.13	Kenneth Skodacek *	Landscape Architect	Appoint	6 of 11 (1 st term)

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

⑤ Planning Commission

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Charles Brown	Comprehensive Plan Planning Area – Sheldon Township	Reappoint	2 of 11 (2 nd term)
02.11.13	Ronald Petit	Comprehensive Plan Planning Area – Port Royal Island	Reappoint	10 of 11 (3 rd term)
02.11.13	Kenneth Skodacek *	At-Large	Appoint	6 of 11 (1 st term)
02.11.13	Randolph Stewart *	At-Large	Appoint	6 of 11 (1 st term)
02.11.13	Jennifer Bihl	Comprehensive Plan Planning Area – Lady’s Island	Appoint	6 of 11 (1 st term)

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

⑥ Rural and Critical Lands Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Janice Johnson	Council District 1	Reappoint	8 of 11 (2 nd term)
02.11.13	York Glover	Council District 3	Reappoint	10 of 11 (3 rd term)
02.11.13	Norma Stewart	Council District 6	Appoint	6 of 11 (1 st term)
02.11.13	James Livingston	Council District 7	Appoint	6 of 11 (1 st term)

⑦ Stormwater Management Utility Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	William Bruggeman	At-Large	Reappoint	8 of 11 (2 nd term)
02.11.13	Donald Cammerata	Stormwater District 9	Reappoint	8 of 11 (2 nd term)
02.11.13	James Fargher	Stormwater District 8	Reappoint	8 of 11 (2 nd term)

⑧ Zoning Board of Appeals

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
02.11.13	Thomas Gasparini	Southern Beaufort County	Reappoint	10 of 11 (3 rd term)
02.11.13	Kevin Mack	St. Helena Island	Reappoint	10 of 11 (3 rd term)



Memorandum

DATE: February 22, 2013
TO: County Council
FROM: Gary Kubic, County Administrator
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place February 11, 2013 through February 22, 2013:

February 11, 2013

- Meeting with Tom Davis, Senator, and Jim Minor, Solid Waste Manager re: Flow Control Bill (S.203)
- County Council work session re: Economic Development
- County Caucus
- County Council meeting

February 12, 2013

- Meeting with Mr. & Mrs. Malvasio re: Assessor's Office / property tax refund
- Telephone conference with Jason Carnes of Hargray Communications
- Telephone conference with Lyle Sumeck, Council Retreat Facilitator, Bryan Hill, Deputy County Administrator, David Starkey, Chief Financial Officer, and Josh Gruber, County Attorney re: Council Annual Planning session

February 13, 2013

- Meeting with Julia Neal, St. Helena Island resident, and staff re: Concerns with garage rental at 123 Sea Pines Drive, St. Helena Island

February 14, 2013

- Master calendar meeting
- Meeting regarding economic development
- Telephone conference with Bryan Hill, Deputy County Administrator, and PALS Consultant Ken Ballard of Ballard, King & Associates re: Parks and Leisure Services Performance and Organizational Assessment Study and Completion

COUNTY COUNCIL OF BEAUFORT COUNTY

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February 15, 2013

- Meeting with Bill Miles, CEO, Hilton Head-Bluffton Chamber of Commerce re: The County Channel promotions
- Meeting with Sheriff P.J. Tanner re: Budget and other issues

February 18, 2013

- Employee orientation
- Meeting with Talbert & Bright and Rob McFee, Division Director of Engineering and Infrastructure re: Hilton Head Island Airport
- Finance Committee meeting

February 19, 2013

- Departmental orientations / Tabor Vaux
- Meeting with J. L. Goodwin, Mayor of Yemassee
- School Board Finance Committee meeting (unable to attend due to a scheduling conflict)
- Town of Hilton Head Island Council meeting re: Flyover

February 20, 2013

- Agenda review
- County Assessor monthly meeting
- Telephone conference with Deputy County Administrator Bryan Hill and Barbara Heller with Heller and Heller Consulting, re: PALS Study
- Meeting with Library Board of Trustees and staff

February 21, 2013


- Departmental orientations / Tabor Vaux
- Public Information Meeting re: Bluffton Parkway Phase 5B at Bluffton High School

February 22, 2013

- Head-Bluffton Chamber of Commerce conference, Board Room at Savannah Airport
- Public Facilities Committee meeting



Memorandum

DATE: February 22, 2013
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 February 11, 2013 through February 22, 2013:

February 11, 2013 (Monday):

- Prepare for County Council
- Rehearse Presentations
- County Council

February 12, 2013 (Tuesday):

- Conference with Joshua Gruber, Staff Attorney
- Meet with Jim Minor, Solid Waste Director re: Various Issues
- Meet with William Neill, BCSO
- Meet with Hargray Representative
- Telephone conference with Lyle Sumeck re: County Council Retreat

February 13, 2013 (Wednesday):

- Attend MUNIS Training
- Bluffton Hours P.M.

February 14, 2013 (Thursday):

- Junior Leadership Government Day Presentation at Holiday Inn, HHI with Joshua Gruber, Staff Attorney, and Dan Morgan, MIS/GIS Director
- Telephone conference with Gary Kubic, County Administrator, and Ken Ballard re: PALS study and completion
- Bluffton Hours P.M.

February 15, 2013 (Friday):

- Interview Two Library Supervisor Candidates with Suzanne Gregory, Employee Services Director
- Meet with Dan Morgan, MIS/GIS Director re: Various Issues
- Bluffton Hours P.M.

February 18, 2013 (Monday)--Charleston:

- Attend Solicitor Software Presentation with Duffie Stone, Solicitor, in Charleston

February 19, 2013 (Tuesday)--Charleston:

- Attend Solicitor Software Presentation with Duffie Stone, Solicitor, in Charleston
- Attend School District Budget Meeting at Bluffton Library

February 20, 2013 (Wednesday):

- Agenda Review
- Telephone conference with Barbara Heller re: PALS Study
- Attend ICMA WebConference: Innovations in Delivery of Fire and EMS Services

February 21, 2013 (Thursday):

- Meet with Colin Kinton, Traffic Engineering Director re: Presentation Review
- Attend Manatron Meeting with Manatron Representatives and Beaufort County Staff
- Attend Bluffton Fire District Meeting

February 22, 2013 (Friday):

- Meet with Duffie Stone, Solicitor
- Meet with Monica Spells, Compliance Officer re: Website Development Opportunities
- Meet with Alicia Holland, Controller re: Budget
- Attend Public Facilities Committee Meeting

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **1/31/2013**
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**
 Workpaper: **1500.16 - FY 2013 TRIAL BALANCE Summary of Object Characters - Revenue**

Account	Description	ORIG APPROP 1/31/2013	FY 2013 PER 99 1/31/2013	FY 2013 PER 7 1/31/2013	FY 2012 PER 7 1/31/2012	FY 2011 PER 7 1/31/2011	FY 2010 PER 7 1/31/2010
Group : [40000]	REVENUES						
41000	Taxes	(72,323,941.00)	(67,259,030.03)	(67,259,030.03)	(66,938,262.40)	(67,410,208.67)	(66,750,839.33)
42000	Licenses & Permits	(2,680,000.00)	(1,067,329.31)	(965,880.50)	(1,011,078.47)	(606,745.69)	(674,831.56)
43000	Intergovernmental	(8,000,000.00)	(3,748,523.82)	(3,717,101.83)	(2,946,825.93)	(2,759,887.45)	(2,997,005.72)
44000	Charges for Services	(11,175,589.00)	(6,547,354.60)	(5,718,715.55)	(6,146,130.81)	(5,261,410.46)	(5,293,067.11)
45000	Fines & Forfeitures	(860,000.00)	(446,733.03)	(444,639.83)	(481,336.11)	(504,456.97)	(703,580.29)
46000	Interest	(175,100.00)	(62,322.88)	(62,322.68)	(102,855.05)	(52,645.97)	(57,117.33)
47000	Miscellaneous	(675,500.00)	(340,021.18)	(306,943.33)	(274,351.16)	(323,017.09)	(409,458.42)
48000	Other Financing Sources	(1,260,000.00)	(1,191,396.62)	(1,091,396.62)	(693,331.25)	(683,706.07)	(799,145.00)
40000 Total		<u>(97,150,130.00)</u>	<u>(80,662,711.47)</u>	<u>(79,566,030.37)</u>	<u>(78,594,171.18)</u>	<u>(77,602,078.37)</u>	<u>(77,685,044.76)</u>
	Sum of Account Groups	(97,150,130.00)	(80,662,711.47)	(79,566,030.37)	(78,594,171.18)	(77,602,078.37)	(77,685,044.76)

Client: **BCC - Bryan - County Council of Beaufort County**
 Engagement: **Monthly County Council Report**
 Period Ending: **1/31/2013**
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**
 Workpaper: **1500.15 - FY 2013 TRIAL BALANCE Summary of Object Characters**

Account	Description	ORIG APPROP 1/31/2013	FY 2013 PER 99 1/31/2013	FY 2013 PER 7 1/31/2013	FY 2012 PER 7 1/31/2012	FY 2011 PER 7 1/31/2011	FY 2010 PER 7 1/31/2010
40000	REVENUES	(97,150,130.00)	(80,662,711.47)	(79,566,030.37)	(78,594,171.18)	(77,602,078.37)	(77,685,044.76)
50000	SALARIES, WAGES, OT, HOLIDAY	43,222,154.00	26,990,695.54	25,238,833.18	24,407,879.62	24,774,908.27	24,886,392.84
50100	EMPLYR COST OF EE	7,994,572.00	4,946,476.26	4,623,801.34	4,284,876.64	4,301,618.19	4,281,628.04
50140	POOLED BENEFITS	10,459,646.00	6,686,049.94	5,857,227.52	5,689,116.77	6,657,005.50	6,379,030.83
50500	EMPLOYEE RECOGNITION AWARD	2,085.00	204,644.25	176,921.69	165,304.82	150,559.40	144,153.30
51000	PURCHASED SVCS	17,924,144.00	10,505,289.49	10,189,900.13	10,021,100.78	10,672,581.97	10,527,611.64
52000	SUPPLIES	5,292,345.00	2,846,216.05	2,827,737.70	2,902,907.79	2,900,099.97	2,832,854.83
54000	CAPITAL	1,266,856.00	602,166.92	587,747.92	119,457.00	1,317,270.02	762,660.82
55000	SUBSIDIES	7,739,914.00	4,301,082.73	3,463,721.97	3,568,609.15	4,547,728.71	4,838,713.03
56000	CONTINGENCY	56,285.00	0.00	0.00	0.00	0.00	4,464.11
57000	UNCLASSIFIED	340,000.00	119,076.40	119,076.40	216,311.48	250,592.87	0.00
58000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
59000	TRANSFERS OUT	2,852,129.00	1,950,954.13	1,713,276.74	1,454,365.11	1,999,092.49	2,457,086.40
Total		0.00	(21,510,059.76)	(24,767,785.78)	(25,764,242.02)	(20,030,620.98)	(20,570,448.92)

RESOLUTION 2013/

WHEREAS, Daufuskie Island is a barrier island accessible primarily by use of water transportation; and

WHEREAS, County Council of Beaufort County and South Carolina Department of Transportation provide funds to assist in the transportation of Daufuskie Island property owners and residents to and from the mainland; and

WHEREAS, County Council desires to continue assistance in maintaining opportunities for the Island's property owners and residents to travel to and from the island in the pursuit of life-sustaining activities, *i.e.*, employment, medical services, clothing, food, etc.; and

WHEREAS, the availability of this service is critical to the island as the primary source of transportation for most of the property owners and residents; and

WHEREAS, the County Council of Beaufort County agrees with the need to submit an application to the South Carolina Department of Transportation for a dollar-to-dollar matching grant in the amount of Fifty Thousand Dollars (\$50,000) for ferry service for property owners and residents of Daufuskie Island.

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Beaufort County does hereby agree to apply to the State of South Carolina Department of Transportation for a matching grant to assist with ferry service to and from Daufuskie Island.

Adopted this ____ day of February, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST:

Clerk to Council

FY 2014 BUDGET PREPARATION SCHEDULE

September 30 th	Departmental top 5 achievement project due
October - November	Budget parameters detailed
October - November	Council workshops for reassessment (dates to be determined)
November	Budget meetings parameters detailed
November- March	Budget preparation and continued discussion
February 1 st	Goals and objectives due
February 1 st	Description of services due
February 11-March 11	Budget Preparation/Revised Goals and objectives
February 11	Budget Training
February 13	Budget Training
February 15	Budget Training
February 28 th	Council retreat
March 8 th	New Personnel Request forms submitted to Employee Services
March 8 th	Vehicle replacement requests due
March 8 th	Capital item requests due
March 11 th	Departmental Revenue estimates submitted to Finance
March 11 th	Departmental Expenditure requests submitted to Finance
March 11 th – 29 th	Review of departmental requests
April 22 nd	Finance Committee meeting
April 29 th	Finance Committee meeting
May 6 th	Finance Committee meeting
May 20 th	Finance Committee meeting
May 6 th	First reading of FY 2014 Budget
May 20 th	Second reading of FY 2014 Budget (HHL)
May 20 th	Public hearing
June 10 th	Third reading and adoption of FY 2014 Budget
June 10 th	Public hearing
June 24 th	Third reading and adoption of FY 2014 Budget (If needed)
June 24 th	Public hearing (if needed)
July 1	Implementation of FY 2014 Budget

2013 /

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

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

Adopted this ___ day of _____, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013
Second Reading:
Public Hearing:
Third and Final Reading:

TABLE 106-1098. GENERAL USE TABLE

Land Use	Priority Areas							Rural Areas				Additional Standards (See Section)	Use Definition
	U	S	CR	CS	RD	LI	IP	R	RR	RB	RC		
VEHICULAR SALES, RENTAL AND SERVICE, GAS CONVENIENCE MARTS													
Vehicle sales or rentals	N	N	L	N	N	N	N	N	N	N	N	106-1292	<i>Automobile, light truck, boat, motorcycle sales and rentals, but no other truck sales or rentals (NAICS 4411, 441221, 441222, 5321)</i>
<u>Boat sales and service</u>	<u>N</u>	<u>N</u>	<u>L</u>	<u>L</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>L</u>	<u>N</u>		

Sec. 106-1292. Vehicular sales, rental and service

(3) Boat sales and service

a. Limited/special standards for use in all applicable districts.

- (1) No boats shall be displayed in rights-of-way, buffers, protected resource areas, or required landscaped areas.
- (2) All service bay doors shall be located perpendicular to the street of higher classification.

b. Commercial suburban districts.

- (1) All service, repair, and storage activities shall be located behind the front building line and completely screened (100 percent opacity) from rights-of-way and adjoining properties using natural buffers, fencing, buildings, or a combination thereof.
- (2) All outdoor display areas shall be located behind the front building line. Buildings and display areas shall not exceed 37 percent of the gross site area.
- (3) The scale, massing, and building design shall be compatible with the surrounding area. The structure shall be street-oriented with pedestrian entrances from the street. Buildings shall define a minimum of 50% of the street frontage.

ORDINANCE NO. _____

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

WHEREAS, Beaufort County desires to promote and enhance the aesthetic values of high volume traffic corridors in southern Beaufort County by the creation of the Southern Beaufort County Corridor Beautification Board (the “Board”); and

WHEREAS, the Board will advise and make recommendations to the Beaufort County Council in the planning, design, implementation, fundraising and promotion of corridor beautification, to include, but not be limited to, vegetative plantings, elements of landscape architecture, and lighting along certain county and state roads located in southern Beaufort county; and

WHEREAS, the Board shall create such technical subcommittees as may be necessary to adequately assist the Board in carrying out its functions; and

WHEREAS, County Council shall have the authority to exercise ultimate control over any County provided funds and any work that is to be performed on County controlled, owned, or maintained property; and

WHEREAS, the provisions contained in this Ordinance shall replace Beaufort County Resolution 2012/24 and to the extent necessary, Beaufort County Resolution 2012/24 is hereby revoked.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that there is hereby created a Southern Beaufort County Corridor Beautification Board that shall be organized and operated according to the following Charter Provisions:

Section1. The name of the organization shall be known as the Southern Beaufort County Corridor Beautification Board.

Section 2. The Board shall be comprised of the following membership:

- a) One member from County Council District 5
- b) One member from County Council District 6
- c) One member from County Council District 7
- d) One member from County Council District 8
- e) One member from County Council District 9
- f) One member from County Council District 10
- g) One member from County Council District 11

- h) One member nominated by the Town of Bluffton for appointment by County Council
- i) One member nominated by the Town of Hilton Head Island for appointment by County Council

Section 3. Any vacancy on the board will be filled in the same manner as provided for under Section 2-191 through 2-198 of the Beaufort County Code of Ordinances upon nomination of the respective member of County Council, the Town of Bluffton, or Town of Hilton Head Island depending upon the seat that is vacated.

Section 4. The members shall elect a Chairperson from its membership.

Section 5. The Board shall meet at the call of the Chairperson, at least quarterly, and shall be conducted in compliance with the South Carolina Freedom of Information Act. Minutes shall be kept of any meetings and the Board shall forward a copy of said minutes to the Beaufort County Council within thirty (30) days of their completion and adoption by the Board. A majority of the number of members on the board shall constitute a quorum for transaction of business at any meeting. A majority of those present and voting shall be required to decide any issue after a quorum has been established.

Section 6. The purpose of the Board will be to advise and make recommendation to the Beaufort County Council on the design, enhancement, implementation, maintenance and funding of aesthetic corridor spaces along certain roadways located in Southern Beaufort County.

Section 7. The Board shall submit a recommended annual budget to Beaufort County Council for review and adoption indicating all anticipated sources of revenue, all anticipated expenditures, and any remaining funds that have been carried over from previous years. Additionally, the Board shall advise and make recommendations to County Council on the expenditure of any and all County funds that may be appropriate to it as well as the design and implementation of any improvement projects that will occur on land owned, maintained, or subject to the control of Beaufort County Council.

Section 8. The Board may appoint such other standing, special, or advisory committees from time to time as it deems appropriate. Members of such committees may include Board members, as well as individuals representing specialized interests in areas that would be beneficial to the Board carrying out its purpose.

Section 9. The Board shall adhere to all conflict of interest prohibitions and disclosure requirements provided in South Carolina Code of Laws § 8-13-

700 *et seq.*, as well as any applicable provisions of the Beaufort County Purchasing Ordinance.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: February 11, 2013

Second Reading:

Public Hearing:

Third and Final Reading:



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 3, 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
FROM: Dave Thomas, Purchasing Director *DJT*
SUBJ: Request a Sole Source Purchase for the MUNIS Permits and Building Code Enforcement Module to be utilized in Beaufort County's Community Development Office
DATE: February 14, 2013

BACKGROUND. The Purchasing Department received a request from the Building Codes Director to purchase the Permits and Building Code Enforcement module within our existing MUNIS Software. MUNIS permitting and inspections software is a configurable system that will support the unique needs of Beaufort County's One-Stop-Shop permitting, zoning, and business license customer service initiative and field operations. This software will provide a seamless platform for interdepartmental workflow while also integrating secondary information systems that are critical to the community development process. In addition, the MUNIS systems property master file feature will increase employee efficiency by allowing staff to approve projects concurrently and track prerequisite component approvals within the software system.

The remote use and citizen self-service portions of this software system will allow our inspections staff to enter onsite inspection data in real-time while automatically notifying the permit holder of inspection results via text message or email. Internally, inspections scheduling will be automated and management staff will have the ability to track field operation productivity in real time. The implementation of this new software system will support our immediate need to upgrade our existing permitting system and allows for expansion when the need arises in the future.

The price below includes the purchase of the software, including the installation, consulting, training and conversion required to implement the software and make it ready for use by the Beaufort County Community Development Office.

VENDOR INFORMATION

Munis – Tyler Technologies

COST

\$75,365

FUNDING: The funding for this purchase will be provided by 2005 General Obligation Bonds, account number 4004011-54113. We have approximately \$200,000 set aside for Munis improvements.

RECOMMENDATION: The Finance Committee approves the purchase of the Permits and Code Enforcement Module from Munis – Tyler Technologies. In addition to the one-time cost above, there will be an annual maintenance cost of \$3,559 that will be funded within Building Codes general fund budget each year.

CC: Gary Kubic, County Administrator *GK/uh*
Bryan Hill, Deputy Administrator *BH*
David Starkey, Chief Financial Officer *DS*
Dan Morgan, MIS Director *DM*
Charles Atkinson, Building Codes Director *CA*
Richard Dimont, Contract Specialist

Att: Price Quote, Non-Competitive Purchase Form



Quoted By: Lee Horne
Date: 10/10/2012
Quote Expiration: 11/30/2012
Quote Name: Permits, CSS, Maplink, Permit Library
Quote Number: 42402

Sales Quotation For:

Joanne Romine
 Beaufort County
 P. O. Drawer 1228
 Beaufort, SC 29901-1228

Phone: (843) 255-7010
Fax: (843) 255-9402
Email: joanner@bcgov.net

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
OF-MAP-SW-D	Maplink GIS Integration - Software - D	1.00	\$8,500.00	\$8,500.00	\$850.00	\$7,650.00
RB-CP-SW-D	Central Property File - Software - D	1.00	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
RB-PI-SW-D	Permits Code Enforce - Software - D	1.00	\$22,000.00	\$22,000.00	\$2,200.00	\$19,800.00
WEB-MSH-CR-SW-C	Citizen Self Service - Software - C	1.00	\$6,600.00	\$6,600.00	\$660.00	\$5,940.00
Total:						\$5,910.00
Total:						\$33,390.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
OF-MAP-INST	Maplink GIS Integration Installation	1.00	\$500.00	\$500.00	\$0.00	\$500.00
TF-PL-SVC-D	Tyler Forms Permits Library - D	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total:						\$0.00
Total:						\$3,500.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
RB-PI-CS-D	Permits Code Enforce - Consulting - D	3.00	\$1,275.00	\$3,825.00	\$0.00	\$3,825.00
Total:						\$3,825.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
OF-MAP-TR-D	Maplink GIS Integration - Training - D	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-CP-TR-D	Central Property File - Training - D	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-PI-TR-D	Permits Code Enforce - Training - D	15.00	\$1,175.00	\$17,625.00	\$0.00	\$17,625.00
WEB-MSH-CR-TR-C	Citizen Self Service - Training - C	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
Total:						\$21,150.00

Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
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CV-PI-OP1-D	Permits and Code Enforcement - Option 1 - D	1.00	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00
CV-PI-OP2-D	Permits and Code Enforcement - Option 2 - D	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-PI-OP3-D	Permits and Code Enforcement - Option 3 - D	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-PI-STD-D	Permits and Code Enforcement - Standard - D	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
						Total: \$13,500.00
		Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
		\$3,500.00	\$3,825.00	\$21,150.00	\$13,500.00	\$41,975.00
					Total Training Days: 18	Total Consulting Days: 3

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
OF-MAP-SP-D	Maplink GIS Integration - Support - D	1.00	\$1,530.00	\$1,530.00	\$765.00	\$765.00
RB-PI-SP-D	Permits Code Enforce - Support - D	1.00	\$4,400.00	\$4,400.00	\$2,200.00	\$2,200.00
WEB-MSH-CR-SP-C	Citizen Self Service - Support - C	1.00	\$1,188.00	\$1,188.00	\$594.00	\$594.00
					Total:	Total:
					\$3,559.00	\$3,559.00

Summary

	Fees	Maintenance
Total Software	\$33,390.00	\$3,559.00
Total Services	\$41,975.00	
Summary Total	\$75,365.00	\$3,559.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

The Maintenance fee set forth above reflects six (6) months from delivery waived. Tyler will prorate the subsequent Maintenance fee to coincide with Client's annual Maintenance Agreement.

Customer Approval: _____
Print Name: _____

Date: _____
P.O. #: _____



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:
 (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs

Code 1987 SS 12-19 Sec. 2-52B Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division, however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section: (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) All company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-24 Ord. No. 2000-T S 1, 2-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1987 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Building Codes Requested Account Code: 40040011-54113

Description of Requested Services:
Munis Permits and Code Enforcement Module

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:
See quote from Munis included with this documentation

Cost of Requested Services: \$75,365

Requested Vendor Name: Munis - Tyler

Requested Vendor Address: PO BOX 203556, DALLAS, TX 75320-3556

Requested Vendor Phone Number: 800-772-2260 Requested Vendor Email Address: LEE.HORNE@TYLERTECH...

Type of Service Requested (Please check one) Construction Service Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.



Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:
 - Standardization
 - Warranty
 - Other, if selected please specify below.

-
- An emergency exists that threatens the functioning of County government.
 - An emergency exists that threatens the preservation or protection of County property.

What steps have been taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Chuck Atkinson Requester Signature:  Date: 2/14/2013

Department Head Name: Chuck Atkinson Department Head Signature:  Date: 2/14/2013



Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: 02/14/13

Reviewed by Purchasing Department for completeness

Date: 02/14/13

Reviewed by: [Signature]

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____



**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*
Phil Foot, Public Safety Director *PFoot*
Gregg Hunt, Mosquito Control Director *GHunt*

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

SUBJ: Request to Purchase a Sole Source Item over \$25,000 from Approved Vendor for Beaufort County Mosquito Control.

DATE: February 5, 2013

BACKGROUND: The Purchasing Department received a requisition over \$25,000 from Mosquito Control Department requesting to purchase a public health insecticide from a Sole Source vendor.

The request is to purchase a public health insecticide used to treat at least 19,000 catch basins for mosquito breeding and, subsequently, reduce the risk of West Nile Virus. This purchase will be for 97 cases (200 units per case) of FourStar Briquets.

<u>STATE CONTRACT/COMPETITIVE/NON-COMPETITIVE VENDOR:</u>	<u>Cost FY13</u>	<u>Project</u>
1. ADAPCO, Inc., Sanford, FL	\$58,946.90*	FourStar Briquets

* A manufacturer's 7.5% rebate (\$4,421.02) will be offered after purchase

FUNDING:

1. FourStar Briquets, Account # 43190-52320, Public Health Products. Total: \$58,946.90

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the purchase of a public health insecticide from the aforementioned vendor for a total amount of \$58,946.90

cc: Richard Dimont



February 4, 20113

To: Mr. Gregg Hunt
Beaufort County Mosquito Control

Prepared By: Trey English 229-300-0091

ADAPCO is pleased to provide the following quotation to Beaufort County ;

Description	Qty	Unit Price	Sub-Total
Foustar 180 day briquets 200 briquets /case	97 cases	\$607.70	\$58,946.90
Manufacturer rebate 7.5% form attached			
Free shipping on this order.			

All prices are good through *December 31 2013* Terms net 30 days. Please feel free to visit our web site at www.myadapco.com where you can view MSDS, Labels, and much more.

Should you have any questions or immediate needs, please contact me at (229)300-0091. I look forward to hearing from you.

Best wishes,

Trey English
ADAPCO
S.C. Sales Representative

>>> get a jump on mosquito season with the 2013 Early Order Rebate

When you buy Altosid[®], Zenivex[®] and other professional mosquito control products from Central Life Sciences between February 1st and March 31st, you can gain cost savings by taking advantage of our 2013 Early Order Rebate. Place a minimum order of \$9,000 with your distributor and save 7.5% via our immediate rebate offer.

No need to wait for your rebate.

Simply submit your Early Order Rebate during the program period and get paid early. In addition, all purchases made under this program can also be included in the 2013 All Clear Rebate[™] program from Central Life Sciences covering your total Central Life Sciences calendar year purchases.

Protect the community and your budget.

Rebates will be settled directly from Central Life Sciences with your choice of a check or "free" product. All rebate claims can be submitted at any time during this program but must be submitted no later than April 30, 2013. Help protect your community from West Nile Virus and give your budget a boost at the same time – order Altosid[®], Zenivex[®] and other professional mosquito control products from Central Life Sciences early this year.

All orders must be placed with a Central Life Sciences authorized distributor. To learn more about Altosid[®], Zenivex[®] and other professional mosquito control products from Central Life Sciences visit CentralMosquitoControl.com or call 1.800.248.7763.

How Altosid[®] larvicide works

Altosid[®] larvicide targets mosquitoes where they breed to prevent larvae from developing into breeding, biting adults. The multiple formulations that make Altosid[®] larvicide perfect for a variety of standing water applications include:

- 30-day Briquets & XR Briquets
- Liquid Larvicide (SR-5)
- Liquid Larvicide Concentrate (SR-20)
- Pellets & Pellets WSP
- Altosid SBG[®] Granules & Altosid XR-G[®] Granules



How Zenivex[®] adulticide works

Zenivex[®] adulticide provides permanent knockdown and reliable control of adult mosquito populations. Designed for use in Ultra Low Volume (ULV) applications, Zenivex[®] adulticide has the following advantages:

- No Piperonyl Butoxide (PBO); no synergist
- Quick, permanent knockdown
- Low usage rates
- Reduced risk classification



To learn more about Altosid[®], Zenivex[®] and other professional mosquito control products from Central Life Sciences visit www.CentralMosquitoControl.com or call 800-248-7763.

*This program is separate and in addition to the 2013 All Clear Rebate. All qualifying purchases made under this program can also be submitted as qualifying purchases under the 2013 All Clear program. Visit CentralMosquitoControl.com to download a brochure.

Rebate Form

FULL NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

EMAIL _____

Total dollar value of Central Life Sciences professional mosquito products purchased (excluding taxes) between February 1, 2013 and March 31, 2013:

\$ _____ x 7.5% = \$ _____
Rebate Amount

1. Fill out form completely and cut on the dotted line.
2. Attach all relevant invoice copies (important!)
3. Place in envelope with required postage.

Please select your rebate offer:

Check

Free Product*

*Please contact John Nebetz at 847-333-5385 or jnebez@central.com to specify your free product request.

Send to:

Central Life Sciences
2013 Early Order Rebate
1501 East Woodfield Rd. Suite 200 W
Schaumburg, IL 60173

Must be postmarked by April 30, 2013 to be eligible. One rebate submission per customer. Allow 2-3 weeks for processing.

Questions? Call 800-248-7763.

Wellmark International
DBA Central Life Sciences
1501 E. Woodfield Road, Suite 200 West
Schaumburg, IL 60173
647 330 5300

January 1, 2013

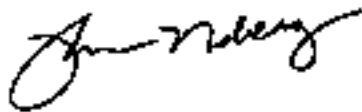
To Whom It May Concern:

Please use this letter as confirmation that ADAPCO, Inc. is the sole exclusive US distributor of Central Life Sciences' **Fourstar®** products.

During calendar year 2013, Adapco, Inc. is authorized by Central Life Sciences to advertise, promote, solicit and sell **Fourstar®** products in the US.

Central Life Sciences is the sole U.S. manufacturer of Bti / BS -based **Fourstar®** products used for larval mosquito control.

Regards,



John Neberz
Business Manager

JN/smc



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: MOSQUITO CONTROL Requested Account Code: 43190-52320

Description of Requested Services
Fourstar® briquets – a product used to control immature mosquitoes in catch basins.

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:
Fourstar® briquets – a product used to control immature mosquitoes in catch basins.

Cost of Requested Services: \$58,946 .90*

* A manufacturer's 7.5% rebate will be offered after purchase.

Requested Vendor Name: Adapco

Requested Vendor Address: 550 Aero Lane, Sanford FL 32771-6342

Requested Vendor Phone Number: 1-800-367-0659 Requested Vendor Email Address: tenglish@e-adapco.com

Type of Service Requested (Please check one) Construction Services Supply/Good



Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.*

- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.*

- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:*
 - Standardization*
 - Warranty*
 - Other, if selected please specify below.*

-
- An emergency exists that threatens the functioning of County government.*
 - An emergency exists that threatens the preservation or protection of County property.*
 - An emergency exists that threatens the health, welfare or safety of any person within the County.*

What steps have been taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):*

- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):*

Requester Name: Gregg J. Hunt Requester Signature:  Date: 2/5/2013

Dept. Head Name: Gregg J. Hunt Department Head Signature:  Date: 2/5/2013



Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: 2/5/17

Reviewed by Purchasing Department for completeness

Date: 2/5/13

Reviewed by: [Signature]

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 3, 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*
Phillip Foot, Public Safety Director *PFoot*
Donna Ownby, Director of EMS *DOwnby*

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

SUBJ: Request to Purchase One (1) 2012 Ford F-550 Crew Cab Truck for the County's EMS Department from the South Carolina State Contract

DATE: February 12, 2013

BACKGROUND: Beaufort County's EMS Department would like to purchase (1) new 2013 Ford Super Duty Truck, with utility in order to enhance the response capabilities of the Lowcountry Regional Medical Assistance Team (RMAT). The RMAT vehicle will be used to tow equipment trailers, carry personnel and equipment to incident sites. This vehicle will greatly enhance the response capabilities of the Lowcountry RMAT hosted by Beaufort County's EMS Department.

STATE CONTRACT VENDOR: Dick Smith Ford, Columbia, SC, price \$58,603.

FUNDING: Account # 27140011-54000, Vehicle Purchases, Department of Homeland Security Grant for the Regional Medical Assistance Team. The current balance is \$60,050.

RECOMMENDATION: The Finance Committee approves the purchase and recommends to County Council approval of the purchase from the aforementioned vendor for a total of \$58,603.

cc: Rickard Dimont, Howell Youmans
att: State Contract Pricing

Cheryl Patrick, Procurement Manager
E-Mail: cpatrick@mimo.sc.gov
Telephone: (803) 737-5717

Materials Management Office
1201 Main St – Ste 600
Columbia, SC 29201

Section: V
Page: 7
Date: 11/01/12

TRUCK, CAB/CHASSIS, 15,000 GVWR (MIN), DIESEL ENGINE

Contract No: 4400004331

Current Contract Term: 11/01/11 - 10/31/13

Model: Ford F-450 *SR 550*

Commodity Code: 0705110100

Contractor: Dick Smith Ford
2800 Two Notch Road
Columbia, SC 29204

Contact Person: Adam Gaffney

E-Mail: adamgaffney@DickSmith.com

Telephone: (803) 309-0052

Fax: (803) 376-6237

Base Price: \$ 32,040 ✓

Delivery: 75 Days ARO

ADDS:

Truck Shop Manual For all components – CD or DVD preferred	\$ 145
Truck Owner/Operation Manual	STD
4-Door Crew Cab – 84" CA	\$ 3,119
Limited-slip differential	\$ 300
Cruise Control W/Tilt Steering	\$ 200
Ambulance Package	\$ 750
Ambulance Package	\$ 765
Operator Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD
Repair Technician Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD
Body Installation Fee*	\$ 275

*The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor.

NOTE: PLEASE CONTINUE DOWN FOR MORE INFORMATION!

Cheryl Patrick, Procurement Manager
E-Mail: cpatrick@mmo.sc.gov
Telephone: (803) 737-5717

Materials Management Office
1201 Main St - Ste 600
Columbia, SC 29201

Section: V
Page: 8
Date: 11/01/12

Deduct:

60" CA (Reduce from \$4")	\$ 165
Step Bar - Entry/Egress	\$ 250
Change from Diesel to Gasoline Engine	\$ 6,042

Options requiring the additions of other options as well as those which are included as part of another:

Shop Manual not available in CD or DVD

Click link below for an itemized listing of items included in the "Base Price":

TRUCK, CAB/CHASSIS, 15,000 GVWR (MIN), DIESEL ENGINE

[Link to "Cab/Chassis Index"](#)

Thomas, Dave

From: Youmans, Howell
Sent: Tuesday, February 12, 2013 8:29 AM
To: Thomas, Dave
Subject: EMS

From: Adam Gaffney [<mailto:adamgaffney@DickSmith.com>]
Sent: Tuesday, January 22, 2013 9:15 AM
To: Youmans, Howell
Subject: RE: Beaufort County EMS RMAT

State Contract #4400004331

Base price	\$32,040
Add Crew cab with 84" CA for 11' body	\$ 3,119
Add XLT Décor Pkg to include all std's listed: Cloth seat with fold down arm rest, Aluminum wheels, Full power group with keyless entry & theft pkg, A/C, cruise, power steering, tilt wheel, intermittent Wipers, fold-away mirrors power glass, bright front Bumper, floor mats, cd player, 6" molded running boards, Includes block heater	\$ 6,885
Add dual alternators 357 total	\$ 364
Add Knapheide body 11'	\$12,435
Add 10K lb front winch	\$ 1,990
Add led lights	\$ 95
Add led compartment lights	\$ 650
Add rear vision camera	\$ 450
Add body installation fee	\$ 275

	\$58,303
Tax	300

Total	\$58,603

Thanks,
Adam

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

(h) The assessed value of all the taxable property in the County as of June 30, 2012, is \$1,799,824,859. Eight percent of the assessed value is \$143,985,988. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$80,712,954. Thus, the County may incur not exceeding \$63,273,034 of additional general obligation debt within its applicable debt limitation.

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

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

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

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

The Series 2013A Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013A Bonds

maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

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

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

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

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

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

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

make any such transfer of Series 2013A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2013A Bonds.

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

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

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

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

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

SECTION 9. Security for Series 2013A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2013A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

(c) Such Series 2013A Bond or Series 2013A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

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

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

Enacted this ____ day of _____, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: February 25, 2013 (tentative)

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

[Redemption Provisions]

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

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

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

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

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

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

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

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

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

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

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

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

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

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

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

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

Issuer’s Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2013B Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Island Packet

and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2013B Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form

appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

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

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

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

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

“Government Obligations” shall mean any of the following:

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

(c) Such Series 2013B Bond or Series 2013B Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

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

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

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

Enacted this ____ day of _____, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading: February 25, 2013 (tentative)

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

[Redemption Provisions]

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

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

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

s/ _____
Chair of County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

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

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

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

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

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

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

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

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

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

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

ORDINANCE NO. _____

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

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County as of June 30, 2012, is \$1,799,824,859. Eight percent of the assessed value is \$143,985,988. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$80,712,954. Thus, the County may incur not exceeding \$63,273,034 of additional general obligation debt within its applicable debt limitation.

The bonds being refunded with the proceeds of the Series 2013C Bonds count against the County's constitutional debt limit. Therefore, the portion of the par amount of the Series 2013C Bonds over and above the outstanding amount of the bonds to be refunded will also count against the County's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

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

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

Enacted this ____ day of March, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

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

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

[Redemption Provisions]

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

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

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

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

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

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

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

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

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

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

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Name: _____
Title: _____

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

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

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

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

Dated: _____

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

cc:

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

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

____ Description of Notice Events (Check One):

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

____ Failure to provide annual financial information as required.

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

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

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

Issuer's Six-Digit CUSIP Number:

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

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

Name: _____ Title: _____

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

Date:

APPLICATION FOR PARTICIPATION:

AN APPLICATION TO BRING THE Bluffton Township Fire District COUNTY OF Beaufort, STATE OF SOUTH CAROLINA, INTO THE SOUTH CAROLINA DEFERRED COMPENSATION PROGRAM, AS AN EMPLOYER, UNDER THE PROVISIONS OF S.C. CODE ANNOTATED SECTIONS 8-23-10 *et seq.* (the "Code").

WHEREAS, UNDER THE "Code" any person whether appointed or elected providing services as an employee for the State or any political subdivision thereof for which compensation is paid on a regular basis, is eligible to participate in the South Carolina Deferred Compensation Program, which includes the Salary Deferral [401(k)] and Savings Profit Sharing Plan and the Public Employee 457 Deferred Compensation Plan and Trust.

WHEREAS, Bluffton Township Fire District Commission of the Bluffton Township Fire District County of Beaufort (Governing Body) (Political Subdivision), State of South Carolina, desires to make participation in the Plan available to all of its employees eligible to participate therein and desires that the Commission administer for it the investment, distribution and other handling of deferrals made by its participating employees, and

WHEREAS, Bluffton Township Fire District will / [] will not allow Roth contributions into the Salary Deferral [401(k)] and Savings Profit Sharing Plan, and

WHEREAS, Bluffton Township Fire District will / [] will not allow Roth contributions into the Public Employee 457 Deferred Compensation Plan and Trust, and

WHEREAS, the following persons and their respective successors in office have been authorized, empowered, and ordered to make the agreed-upon deferrals from the compensation of employees and to transmit such deferrals plus all information required with respect thereto to the Commission or its designee.

John Thompson, Lynn Wiltse

NOW, THEREFORE, be it Resolved, for itself and all persons dealing in its behalf with the Commission or it's designee, that Bluffton Township Fire District desires to participate in the South Carolina Deferred Compensation Program, [x] will / [] will not allow Roth contributions into the Salary Deferral [401(k)] and Savings Profit Sharing Plan, [x] will / [] will not allow Roth contributions into the Public Employee 457 Deferred Compensation Plan and Trust and will comply with the "Code" and rules, regulations and requirements promulgated by the Commission thereunder as in effect from time to time, until a delivery to the Commission or it's designee a certified copy of a resolution to the contrary.

IN WITNESS WHEREOF, by authority granted by the Bluffton Township Fire District the undersigned has duly completed and executed the within Application in the name of and on behalf of the Bluffton Township Fire District County of Beaufort, State of South Carolina, this 9th day of January, 2012.

T. E. Reynolds
Name and Title
CHAIRMAN
Entity and County
State of South Carolina

RESOLUTION:

At a meeting of the _____ of the _____, County of _____, State of South Carolina, held at _____ on the _____ day of _____, 20____, the following RESOLUTION was offered:

RESOLVED, That the _____ of the _____, County of _____, State of South Carolina, approved the inclusion of the employees of the _____, in the South Carolina Deferred Compensation Program under provisions of S.C. Code Annotated Sections 8-23-10 *et seq.* (the "Code"), as amended from time to time, known as the Salary Deferral [401(k)] and Savings Profit Sharing Plan and Public Employee 457 Deferred Compensation Plan and Trust, [] will / [] will not allow its employees to make Roth Contributions to the Salary Deferral [401(k)] and Savings Profit Sharing Plan, [] will / [] will not allow its employees to make Roth Contributions to the Public Employee 457 Deferred Compensation Plan and Trust, and agrees to comply with the requirements of said Code and Rules and Regulations of the Deferred Compensation Commission, as may be amended from time to time. This action is to become effective on the _____ day of _____, 20____.

The above RESOLUTION was passed by the _____ of the _____.

STATE OF SOUTH CAROLINA
COUNTY OF _____

I, _____ of the _____
(Name) (Title)

County of _____ State of South Carolina, do hereby certify that I have compared the foregoing with the original RESOLUTION passed by the _____ of the _____ County of _____ State of South Carolina, at a meeting held on the _____ day of _____, 20____, on file in this office and duly recorded in the minute book, and that the same is a true copy thereof and whole of said original. I further certify that the full _____ of the _____ consists of _____ duly elected members, and that, as above stated, _____ of said duly elected members voted in favor of the above RESOLUTION. IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on the day of _____, 20____.

Name and Title

Entity and County
State of South Carolina



Retire from work, not life.



The South Carolina Deferred Compensation Program

PROGRAM FEATURES AND HIGHLIGHTS

The South Carolina Deferred Compensation Program (Program) is a powerful tool to help you reach your retirement dreams. As a supplement to other retirement benefits or savings that you may have, this voluntary Program allows you to save and invest extra money for retirement through before-tax and after-tax contributions in a 401(k) and/or 457¹ plan!

Not only do you have a choice of before-tax or after-tax contributions, but through the Program you may build extra savings consistently and automatically, select from a variety of investment options, and learn more about saving and investing for your financial future.

Read these highlights to learn more about your Program and how simple it is to enroll. If there are any discrepancies between this document and the Plan Document, the Plan Document will govern.

GETTING STARTED

Why should I participate in the Program?

You may want to participate in the Program if you are interested in saving and investing additional money for retirement and/or reducing the amount of current state and federal income tax you pay each year. Your South Carolina Deferred Compensation Program can be an excellent tool to help make your future more secure.

You may also qualify for the IRS "Saver's Credit," formally known as the Retirement Savings Contributions Credit. If you contribute to the Program, you may be eligible for this credit based on the amount of your contributions and your current tax rate. A tax credit of up to 50 percent of the first \$2,000 you contribute during the year is available—a maximum credit of \$1,000. To be eligible for the credit in 2012, your adjusted gross income cannot exceed \$57,500 for joint filers; \$43,125 for head of household filers; and \$28,750 for single filers.

For more information about this tax credit, please contact your Great-West Retirement Services® (Great-West) education counselor.²

Is there any reason why I should not participate in the Program?

Participating may not be advantageous if you are experiencing financial difficulties, have excessive debt or do not have an adequate emergency fund (typically in an easy-to-access account).

Who is eligible to enroll?

All current full and part-time employees of agencies, departments, and institutions of higher education of the state of South Carolina are immediately eligible to participate in the Program. All employees of municipalities, counties or other political subdivisions of the state of South Carolina which have entered into participation agreements with the South Carolina Deferred Compensation Commission are also immediately eligible to participate. Independent contractors of the state or its political subdivisions are not eligible to participate in the Program.

How do I enroll?

Complete the enrollment form available online at www.southcarolinadcp.com or from your local Great-West education counselor. Indicate the amount you wish to contribute, your investment option selection(s), and your beneficiary designation(s), and return the completed form to Great-West. If you are already enrolled in the 401(k) or the 457 and wish to make Roth contributions, call KeyTalk® at (877) 457-6263 or visit the website.³

What is a 401(k) plan?

A 401(k) plan is a retirement savings plan designed to allow eligible employees to supplement any existing

- ¹ All references to the 457 plan are to a governmental 457(b) plan.
- ² Representatives of GWPS Equities, Inc. are not registered investment advisers and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax adviser as needed.
- ³ Access to KeyTalk and the website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons. Transfer requests made via the website or KeyTalk received on business days prior to close of the New York Stock Exchange (4:00 p.m. Eastern Time or earlier on some holidays or other special circumstances) will be initiated at the close of business the same day the request was received. The actual effective date of your transaction may vary depending on the investment option selected.

South Carolina Deferred Compensation Program



retirement and pension benefits by saving and investing before-tax or after-tax dollars through voluntary contributions. Roth contributions are made with after-tax dollars as opposed to the before-tax dollars you contribute to a traditional 401(k). In other words, with the Roth option, you've already paid taxes on the money you contribute. The 401(k) plan gives you the flexibility to designate all or part of your 401(k) elective deferrals as before-tax contributions or as Roth contributions.

Upon reaching age 59½, distributions are not subject to a federal early withdrawal tax penalty even if you are still working for a participating employer.

What is a 457(b) deferred compensation plan?

A governmental 457(b) deferred compensation plan (457 plan⁴) is a retirement savings plan available to state and local governments that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing before-tax or after-tax Roth dollars through a voluntary salary deferral. Similar to the 401(k), contributions and any earnings on before-tax contributions are tax-deferred until money is withdrawn. After-tax contributions are made to a Roth account, which means you may be eligible to withdraw these contributions and earnings tax- and penalty-free.

Unlike a 401(k) plan, the early withdrawal penalty does not apply to eligible 457 plan withdrawals of contributions and earnings. This means that when you separate from service from a participating employer in

the Program, you do not have to wait until you are 59½ to take a penalty-free distribution.^{4,5}

CONTRIBUTIONS

What are the contribution limits for the 401(k) plan?

In 2012, the maximum contribution amount to a 401(k) plan is 100 percent of your includible compensation⁶ or \$17,000, whichever is less. Participants turning age 50 or older in 2012 may contribute an additional \$5,500 as a catch-up contribution.

What are the contribution limits for the 457 plan?

In 2012, the maximum contribution amount to a 457 plan is 100 percent of your includible compensation⁶ or \$17,000, whichever is less.

Participants in the 457 plan have two different opportunities to catch up and contribute more if they meet certain requirements. "Special Catch-Up" allows participants in the three calendar years prior to normal retirement age⁷ to contribute more to the 457 plan (up to twice the annual contribution limit – \$34,000 in 2012). The additional amount that you may be able to contribute under the Special Catch-Up option will depend upon the amounts that you were able to contribute in previous years but did not. You cannot use the Special Catch-Up option in the calendar year you reach your normal retirement age as provided under the 457 plan.

Also, participants turning age 50 or older in 2012 may contribute an additional \$5,500. You may not use the Special Catch-Up provision and the Age 50+ Catch-Up provision in the same year.

What are the contribution limits if I participate in the 401(k) plan and the 457 plan?

If you participate in both the 401(k) and 457 plans, you can contribute up to \$17,000 in each plan, for a possible total of \$34,000, plus catch-up (if applicable).

⁴ If you separate from service or retire from a participating employer and are then rehired by a participating employer, you will not qualify for a distribution for reason of "separation from service" while you are employed.

⁵ Distribution of earnings from your Roth 457 account may be subject to ordinary income tax if made before you reach 59½ or before you meet the five-year period of participation requirement in the Roth account.

⁶ Includible compensation includes salary and wages, overtime, bonuses, and accrued sick, vacation or other leave paid within 2.5 months following termination.

⁷ Normal retirement age for the 457 plan is 65. Other provisions may apply. Please check the plan document for details.

Program Features and Highlights



What are the contribution limits if I participate in the 401(k) plan and the State Optional Retirement Program (State ORP), a 401(a) plan?

In 2012, if you participate in both the State ORP and the 401(k) plan, the total contributions made to both plans, when added together, cannot exceed 100 percent of compensation or \$49,000 (plus catch-up), whichever is less.

INVESTMENT OPTIONS

What are my investment options?

A wide array of core investment options is available through your Program. Each option is explained in further detail in your Program's fund overviews located on the website at www.southcarolinadcp.com or through your local office. Investment option information is also available through KeyTalk, toll free, at (877) 457-6263. The website and KeyTalk are available 24 hours a day, seven days a week.⁷ The Program offers access to investment advisory tools called Reality Investing[®] Advisory Services (Advisory Services). See the Investment Assistance section on page 6 for more details.

In addition to the core investment options, a self-directed brokerage (SDB) account is available. The SDB account allows you to select from numerous investment options outside of the core investments offered by the Program. These securities are not offered through GWFS Equities, Inc., and they are not under the oversight of the South Carolina Deferred Compensation Commission. The SDB account is intended for knowledgeable investors who acknowledge and understand the risks associated with the investments contained in the SDB account. There are additional fees for participants who wish to utilize the SDB account.

Please consider the investment objectives, risks, fees and expenses carefully before investing. For this and other important information, you may obtain mutual fund prospectuses and disclosure documents from your registered representative. Read them carefully before investing. For prospectuses related to investments in your SDB account, contact Charles Schwab at (888) 393-7272.

DISTRIBUTIONS

When can I receive a distribution from my 401(k) accounts?⁸

Qualifying before-tax account distribution events are as follows:

- Severance of employment from a participating employer in the Program⁴
- Permanent disability
- Financial hardship as defined by the Program's provisions

- Attainment of age 59½
- Death (upon which your beneficiary receives your benefits)

Each before-tax distribution from the 401(k) plan is subject to ordinary income tax.

Tax-free distributions from your Roth account may be made after the five-year period beginning with your first Roth contribution and your:

- Permanent disability
- Attainment of age 59½
- Death (upon which your beneficiary receives your benefits)

See the Taxes section for a general explanation of the effect a distribution of your account will have on your taxes.

When can I receive a distribution from my 457 accounts?

Qualifying before-tax account distribution events are as follows:

- Severance of employment from a participating employer in the Program⁴
- Unforeseeable emergency as defined by the Program's provisions
- Attainment of age 70½
- Death (upon which your beneficiary receives your benefits)

Each before-tax distribution from the 457 plan is subject to ordinary income tax.

Tax-free distributions from your Roth account may be made after the five-year period beginning with your first Roth contribution and one of the following:

- Attainment of age 59½ and separation from service
- Permanent disability
- Death (upon which your beneficiary receives your benefits)

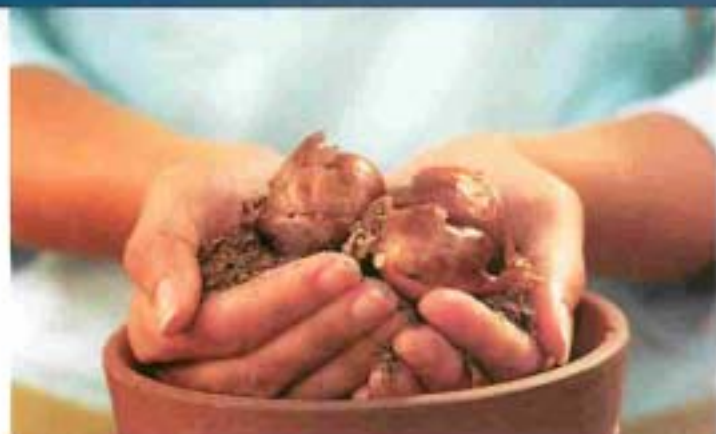
See the Taxes section for a general explanation of the effect a distribution of your account will have on your taxes.

What are my distribution options?

1. Leave the value of your account in the Program until a future date.
2. Receive a full or partial lump-sum distribution.

⁸ Tax penalties may apply. See Taxes section on page 5.

South Carolina Deferred Compensation Program



Charles Schwab. Charles Schwab will send you a monthly statement if you have account activity in any given month.

How do I make investment option changes?

Use your Personal Identification Number¹⁰ (PIN) and Username to access the website at www.southcarolinadcp.com, or you can use your Social Security number and PIN to access KeyTalk.⁹ You can move all or a portion of your existing balances among investment options and change how your payroll contributions are invested.

How do I make contribution changes?

You can increase, decrease or stop your contributions at any time via the website or KeyTalk. You will need your Username and PIN. For the 401(k), it will take approximately two pay periods for the changes to take effect. For the 457, changes will be effective the following month.

ROLLOVERS

May I roll over my account from my former employer's plan?

401(k) rollovers:

The 401(k) plan will accept participant rollover contributions of eligible rollover distributions from a 401(a), 401(k), 403(a), 403(b) or eligible governmental 457(b) plan or a non-Roth Individual Retirement Account (IRA).

Rollovers from a designated Roth 401(k) or Roth 403(b) account to your Program's designated Roth 401(k) account are allowed. However, your Roth IRA may not be rolled into your designated Roth account under the Program.

Teacher and Employee Retention Incentive (TERI) program participants can roll their TERI account funds into the 401(k) plan at termination of the TERI period. If you do not already have a 401(k) account, you must enroll by contacting a Great-West education counselor or visiting www.southcarolinadcp.com³ for the appropriate enrollment forms. The money rolled into your Program account from your TERI account will not affect the maximum contribution limits for that year.

457 rollovers:

The 457 plan will only accept participant rollover contributions of eligible rollover distributions from other 457 and Roth 457 accounts.

May I roll over my accounts if I leave employment with my current employer?

If you separate from service from your current employer, you may roll over your 401(k) and 457 account balances to another 401(a), 401(k), 403(b) or eligible governmental 457(b) plan if your new employer's plan accepts such rollovers. You may also roll over your account balances to an IRA.

3. Receive installment payments in the following forms:
 - A fixed period of time
 - A fixed dollar amount until the account is exhausted
 - Throughout the member's or co-payee's⁹ life expectancy

When am I required to take a distribution from my 401(k) and 457 accounts?

You are required to begin to receive a minimum distribution no later than April 1 of the calendar year following the later of the calendar year in which you reach age 70½ or the calendar year in which you retire. If you continue to work for a participating employer of the Program after age 70½, the minimum distribution must begin the calendar year in which you separate from service from that participating employer. A Great-West education counselor will work with you to determine the minimum amount you must receive.

What happens to my accounts when I die?

Your designated beneficiary will receive the remaining value of your account, if any. If you do not have a beneficiary on file, the remaining value of your account will be paid to your estate. Your beneficiary or the executor of your estate must contact Great-West to request a distribution.

MANAGING YOUR ACCOUNTS

How do I keep track of my accounts?

Great-West will mail you a quarterly account statement showing your account balances and activity. You can also check your account balances and move money among investment options on the website at www.southcarolinadcp.com or by calling KeyTalk at (877) 457-6263.³ You will also receive quarterly statements on your SDB account from your SDB provider,

⁹ Co-payee is a designated beneficiary other than the participant whose life expectancy could be used for periodic payment calculation.

¹⁰ The account owner is responsible for keeping the assigned PIN confidential. Please contact Great-West Retirement Services immediately if you suspect any unauthorized use.

Program Features and Highlights



Your Roth 401(k) can be rolled over into a Roth IRA or 401(k) plan or 403(b) plan if the plan has a designated Roth account and accepts rollovers.

Please keep in mind that if you roll over your before-tax 457 plan balance to a 401(k), 403(b) or 401(a) plan or an IRA, distributions taken before age 59½ may also be subject to the 10 percent early withdrawal federal tax penalty. Please contact your Great-West education counselor for more information.

VESTING

When am I vested in the 401(k) and 457 plans?

Vesting refers to the percentage of your account you are entitled to receive from the Program upon the occurrence of a distributable event. Your contributions to the Program and any earnings generated are always 100 percent vested (including rollovers from previous employers and employer matches).

SERVICE CREDITS

Can I purchase service credits?

South Carolina Retirement Systems (Retirement Systems) will accept a lump-sum payment from the South Carolina Deferred Compensation Program to pay for retirement service credit. Include a copy of the invoice for service purchase from the Retirement Systems with your completed Purchase of Service Credit form.

FEES

Are there any recordkeeping or administrative fees to participate in the plans?

There is an annual administrative fee of 0.11 percent of your account balance to participate in the Program. This fee is calculated and deducted from your account quarterly.

Are there any fees for the investment options?

Each investment option has an investment management fee that varies by investment option. These fees are deducted by each investment option's management company before the daily price or performance is calculated. Fees pay for trading individual securities in the underlying investment options and other management expenses.¹¹

There are additional quarterly fees and/or transaction fees to participate in the SDB account option, as well as the Managed Account service with Advisory Services.

Are there any distribution fees?

There are no fees for distributions.

TAXES

How does my participation in the Program affect my taxes?

Before-tax 401(k) contributions:

Because your contributions are taken out of your paycheck before taxes are calculated, you pay less in current income tax. You do not report current earnings or losses on your accounts on your current income tax return, either. Your accounts are tax-deferred until you withdraw money, usually at retirement.

Distributions are taxable as ordinary income during the years in which they are distributed or made available to you or to your beneficiary.

Qualifying distributions from your 401(k) before-tax account, as described on pages 3-4, may be subject to a 10 percent federal early withdrawal tax penalty if the distribution is taken before age 59½. The 10 percent federal early withdrawal tax penalty does not apply if you are taking a qualifying distribution and one or more of the following applies:

- You directly roll the distribution to another tax-deferred account
- You separate from service in the year in which you reach age 55 or after
- You separate from service and elect payments to be made throughout your life expectancy (and your co-payee's).
- You die
- You become disabled

Roth 401(k) contributions:

Contributions are taken out of your paycheck after the money is taxed. You do not report current earnings or losses on your accounts on your current income tax return. Earnings from your Roth account may be withdrawn tax and penalty-free if your Roth contribution account has been established for at least five tax years and one of the following applies:

- You are at least age 59½
- You die
- You become disabled

Any other distribution of earnings from your Roth account is subject to ordinary taxes and a 10 percent federal early

¹¹ Funds may impose redemption fees, and/or transfer restrictions, on certain transfers, redemptions or exchanges if assets are held for less than the period stated in the fund's prospectus or other disclosure documents. For more information, please refer to the fund's prospectus and/or disclosure documents.

South Carolina Deferred Compensation Program



withdrawal tax penalty unless the distribution is directly rolled over to another Roth account.

Before-tax 457 plan contributions:

Because your contributions are taken out of your paycheck before taxes are calculated, you pay less in current income tax. You do not report current earnings or losses on your accounts on your current income tax return. Your accounts are tax-deferred until you withdraw money, usually at retirement.

Distributions are taxable as ordinary income during the years in which they are distributed or made available to you or to your beneficiary.

Roth 457 contributions:

Contributions are taken out of your paycheck after the money is taxed. You do not report current earnings or losses on your accounts on your current income tax return. Earnings from your Roth account may be withdrawn tax and penalty-free if your Roth contribution account has been established for at least five tax years and one of the following applies:

- You are at least age 59½ and you have separated from service
- You die
- You become disabled

Any other distribution of earnings from your Roth account is subject to ordinary taxes unless the distribution is directly rolled over to another Roth account.

LOANS

May I take a loan from my account?

Yes, you are allowed a maximum of two loans across both plans at any time.

You may borrow up to 50 percent of your account balance or \$10,000, whichever is greater. The maximum loan amount is \$50,000. In addition, this \$50,000 limit will be reduced by any outstanding loan balance you already have through the Program. Keep in mind that amounts borrowed cannot exceed your account balance. To receive a loan quote, log on to the website at www.southcarolinadcp.com or call KeyTalk at (877) 457-6263.²

The minimum loan amount is \$2,500 and you have up to five years to repay your loan – up to 20 years if the money is used to purchase your primary residence. There is also a \$50 origination fee for each loan, plus an ongoing annual fee of \$25 which is charged to your account at \$6.25 per quarter.

The interest rate is the Prime Lending Rate declared in *The Wall Street Journal* on the last business day of the month in which the loan is processed plus two percent. This amount is fixed for the life of the loan. All interest payments are paid directly to the participant's account and invested in the current allocation at the time of repayment.

To initiate a loan, log on to the website at www.southcarolinadcp.com, or contact KeyTalk at (877) 457-6263.³ If you are a terminated employee or your loan is for a principal residence, you must complete a paper application, which can be requested through KeyTalk or your local Great-West education counselor.

INVESTMENT ASSISTANCE

How can I get help choosing my investment options?

Employees of Great-West cannot give investment advice. There are financial calculators and tools on the website that can help you determine which investment options might be best for you if you would like to construct your Program accounts yourself.

Program Features and Highlights



Your Program offers access to three different levels of investment advisory tools and services called Reality Investing[®] Advisory Services. You can have Advised Assets Group, LLC (AAG), an investment advisory services firm, manage your retirement account for you. Or if you prefer to manage your retirement account on your own, you can use online investment guidance and advice tools. These services provide a retirement strategy based on your investment goals, time horizon and tolerance for risk.

For more detailed information, please visit your Program's website at www.southcarolinadcp.com or call KeyTalk at (877) 457-6263 to speak to an AAG adviser representative.³

What fees do I pay to participate in Reality Investing Advisory Services?

There is no cost to use the Online Investment Guidance or Online Investment Advice tools.

If you choose to have AAG manage your account for you, an annual Managed Account fee will be assessed in quarterly installments and based on your account balance, as follows:

Participant Account Balance	Annual Managed Account Fee
Less than \$100,000	0.60%
Next \$150,000	0.50%
Next \$150,000	0.40%
Greater than \$400,000	0.30%

For example, if your account balance is \$50,000, the maximum annual fee will be 0.60 percent of the account balance. If your account balance is \$500,000, the first \$100,000 will be subject to a maximum annual fee of 0.60 percent; the next \$150,000 will be subject to a maximum annual fee of 0.50 percent; the next \$150,000 will be subject to a maximum annual fee of 0.40 percent; and any amounts over \$400,000 will be subject to a maximum annual fee of 0.30 percent.

There is no guarantee that participation in Reality Investing Advisory Services will result in a profit or that your account will outperform a self-managed portfolio.

How do I get more information?

Visit the website at www.southcarolinadcp.com or call KeyTalk, toll free, at (877) 457-6263 for more information.³ The website provides information regarding your Program and financial education, as well as financial calculators and other tools to help you manage your accounts.

Call or visit your local Great-West office at:

200 Arbor Lake Dr., Suite 115
Columbia, SC 29223
Monday through Friday
8:00 a.m. to 4:30 p.m.
(877) 457-6263³

Core securities, when offered, are offered through GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Securities available through Schwab Personal Choice Retirement Account[®] (PCRA) are offered through Charles Schwab & Co., Inc. (Member SIPC), a registered broker-dealer. Additional information can be obtained by calling (888) 393-7272. Charles Schwab & Co., Inc. and GWFS Equities, Inc. are separate and unaffiliated. Great-West Retirement Services[®] refers to products and services provided by Great-West Life & Annuity Insurance Company and its subsidiaries and affiliates. Managed account, guidance and advice services are offered by Advised Assets Group, LLC (AAG), a federally registered investment adviser. Representatives of GWFS Equities, Inc. are not registered investment advisers and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax adviser as needed. KeyTalk[®], Great-West Retirement Services[®] and Reality Investing[®] are registered trademarks of Great-West Life & Annuity Insurance Company. ©2011 Great-West Life & Annuity Insurance Company. All rights reserved. Not intended for Plans whose situs is in New York. Form# CB1121PH (11/11) PT# 137454



PLAN COMPARISON REFERENCE GUIDE

	401(k)	457
Minimum Contribution	\$10	
Maximum Contribution¹²	1. \$17,000 between the 401(k) (including before-tax and Roth contributions) and any 403(b) plan in 2012. 2. 100% of includible compensation or \$49,000, whichever is less, between the 401(k) (including before-tax and Roth contributions) and ORP. This limit applies to employer and employee contributions.	\$17,000 (including before-tax, Roth and any employer contributions) for 2012.
Catch-Up for Participants Age 50 or Older¹³	An additional \$5,500 for participants turning age 50 or older in 2012. Catch-up contribution is in addition to the maximum contribution described above. If you are participating in the 401(k) and a 403(b) plan, you are limited to \$5,500 between both plans.	An additional \$5,500 ¹² for participants turning age 50 or older in 2012 even if you contributed \$5,500 to the 401(k) or a 403(b) plan.
Special 457(b) Catch-Up Provision¹³	No.	In the three calendar years prior to normal retirement age, you may be able to contribute up to twice the annual contribution limit—\$34,000 in 2012. The additional amount will depend upon the amounts that you were able to contribute in previous years but did not. ¹³
Distributions While Employed	In-service withdrawals of rollover money, including TERA money, attainment of age 59½, financial hardship, death (upon which your beneficiary receives your benefits), loans.	In-service withdrawals of rollover money, unforeseen emergency withdrawals, attainment of age 70½, death (upon which your beneficiary receives your benefits), loans.
	Roth: In-service withdrawals five years after the Roth contribution account is established and one of the following applies: you are at least age 59½, you die, or you become disabled.	Roth: In-service withdrawals of rollover money or the attainment of age 70½.
Distributions After Separation from Service	Severance of employment from a participating employer, permanent disability, death (upon which your beneficiary receives your benefits), loans. NOTE: If you separate from service or retire from a participating employer and are then rehired by a participating employer, you will not qualify for a distribution for reason of "separation from service" while you are employed. See Distributions While Employed.	Severance of employment from a participating employer, death (upon which your beneficiary receives your benefits), loans. NOTE: If you separate from service or retire from a participating employer and are then rehired by a participating employer, you will not qualify for a distribution for reason of "separation from service" while you are employed. See Distributions While Employed.
	Roth: Five years after the Roth contribution account is established and one of the following applies: you are at least age 59½, you die, or you become disabled.	Roth: Five years after the Roth contribution account is established and one of the following applies: you are at least age 59½, you die, or you become disabled.
Penalty on Early Withdrawals Before Age 59½ (Severance of Employment)	A 10% federal early withdrawal tax penalty applies if the distribution is taken before age 59½ unless you directly roll the distribution to another tax-deferred account, you separate from service in the year in which you reach 55 or after, you separate from service and elect payments to be made throughout your life expectancy (and your co-payee's), you die, or you become disabled. ¹⁴	No.
	Roth: A 10% federal early withdrawal tax penalty on the earnings on Roth contributions applies unless the distribution occurs after the account has been established for at least five tax years and one of the following applies: you are at least age 59½, you die, or you become disabled. ¹⁴	Roth: The earnings on Roth contributions are subject to ordinary income tax unless the distribution occurs after the account has been established for at least five tax years and one of the following applies: you are at least age 59½ and you have separated from service, you die, or you become disabled. ¹⁴
Rollovers In	Yes, from a 401(a), 401(k), 403(a), 403(b) or eligible governmental 457(b) plan or a non-Roth IRA, or a rollover from TERA.	Yes, but only from other 457 plans.
	Roth: Yes, from a designated Roth 401(k) or Roth 403(b) account to the Program's Roth 401(k).	Roth: Yes, but only from a designated Roth 457 account to the Program's Roth 457.
Rollovers Out	Yes, to another 401(a), 401(k), 403(b) or eligible governmental 457(b) plan if your new employer's plan accepts such rollovers, or to an IRA.	Yes, but if you roll over your 457 plan balance to a 401(k), 403(b) or 401(a) plan or an IRA, distributions taken before age 59½ may also be subject to the 10% early withdrawal federal tax penalty.
	Roth: Yes, to a Roth IRA or to a Roth 401(k) or Roth 403(b) plan if the plan accepts rollovers.	Roth: Yes, to a Roth 457 if the plan accepts rollovers.
Required Minimum Distributions	A minimum distribution is required to begin no later than April 1 of the calendar year following the later of the calendar year in which you reach age 70½ or the calendar year in which you retire. If you continue to work for a participating employer after age 70½, the minimum distribution must begin the calendar year in which you separate from service from that participating employer.	

¹² The Program does not offer a 403(b) plan. Information is provided as guidance only. We encourage you to consult your tax adviser.

¹³ You may not use the Special 457(b) Catch-Up provision and the Age 50+ Catch-Up provision in the same year.

¹⁴ Public safety officers and military reservists called for duty for more than 179 days between September 11, 2001, and December 31, 2007, may avoid the 10 percent penalty.



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Herbert N. Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Director of Engineering & Infrastructure *RMcFee*
David Thomas, Purchasing Director *DThomas*
Monica Spells, Compliance Officer *Spells*

FROM: Robert Klink, County Engineer *RKlink*

SUBJ: **Bluffton Parkway Phase 5A Segment 2 Roadway & Bridges
Construction IFB # 1354500081005**

BACKGROUND. On October 4, 2012, Beaufort County received bids to perform construction of the above mentioned project. This project consists of grading, drainage, and paving for construction of the Bluffton Parkway Phase 5A Segment 2 roadway and US 278 eastbound and westbound interconnections. Also included is construction of new bridges with a superstructure of prestressed concrete beams, structural steel plate girders and reinforced concrete decks along with related ancillary work. The engineer's estimate is \$36,051,455.30, reflecting additional bid items determined to be necessary for the finalized contract work.

The following qualified firms responded with the corresponding bids:

<u>Bidder</u>	<u>Location</u>	<u>Certified Bid Amount</u>
R.R. Dawson Bridge Co, LLC	1999 Richmond Rd. Lexington, KY	\$36,665,629.96
Republic Contracting Corp	869 Pepper St. Columbia, SC	\$38,304,513.48
Scoti Bridge Company, Inc.	614 2 nd Ave. Opelika AL	\$40,486,736.30
United Contractors, LLC	923 Old York Rd. Great Falls SC	\$40,681,881.42
Lane Construction Corp	6135 Park St. Charlotte, NC	\$41,394,539.42
SEMA Construction,	6200 Hazeltine Dr, Orlando, FL	\$43,100,000.00

R.R. Dawson Bridge Company was the certified low bidder and their bid complies with existing agreements and policies of SCDOT. SCDOT and the Federal Highway Administration have reviewed the bid results and approved R.R. Dawson Bridge Company for award of a contract. The Beaufort County Small & Minority Business Participation solicitation may not be applied to this contract due to sources of funding.

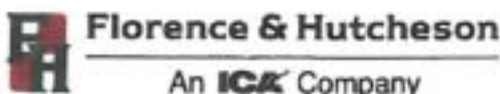
This project will be funded by the 1% Sales Tax Referendum and \$15,000,000 from the 2012 Federal Highway Match administered by SCDOT.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of a contract award to R.R. Dawson Bridge Company in the amount of \$36,665,629.96. for the construction of the Bluffton Parkway Phase 5A Segment 2 Roadway & Bridges.

REK/DS/mjh

Attachments: 1) Location Map
2) Florence & Hutcheson 10/26/12 Review of Bid
3) Certified Bid Tabulation
4) SCDOT 10/25/12 Award Approval

Contract/STP-BP5ASeg2/PFCapp



October 26, 2012

Mr. Robert McFee
Director of Engineering and Infrastructure
Beaufort County
100 Ribaut Road
P.O. Box 1228
Beaufort, SC 29902

**RE: Bluffton Parkway Phase 5A Segment 2 Roadway & Bridge Construction
Review of Bids and Recommendation**

Dear Mr. McFee:

F&H has reviewed the six bids submitted on Thursday, October 4, 2012 for roadway and bridge improvements along Bluffton Parkway Phase 5A Segment 2. As you are aware, R.R. Dawson Bridge Company was the apparent low bidder with a submitted bid total of \$36,665,629.96. F&H has determined that the R.R. Dawson Bridge Company bid appears reasonable, is within the acceptable range of the Engineer's Estimate, and therefore we recommend that Beaufort County begin negotiations with them.

A summary of our findings and points for your consideration are listed below:

- > F&H's Engineer's Estimate prepared in March 2010 was in the amount of \$34,250,189.36. After this estimate was prepared, F&H was directed to add and change certain items within the project contract bid items. These items include but were not limited to the following:
 - Modular Field Office (Added item)
 - Utility Relocation (HHPSD 24" Waterline) (Added item)
 - Manufactured Treatment Device (Mtd) Type 1 (Replaced Proprietary items)
 - Manufactured Treatment Device (Mtd) Type 3 (Replaced Proprietary items)
 - All guardrail and end treatments changed to "weathering" typeBy adding the costs of these changes to the March 2010 Engineer's Estimate the total is \$36,051,455.30 which results in the low bid being 1.7% greater than the total Engineer's Estimate.
- > While there are ranges in specific bid items between the low bid and Engineer's Estimate, the primary consideration is that the total amounts are very similar. This variance in specific bid items is quite normal and is likely due to the uniqueness of each contractors approach to a project.
- > It is recommended that Beaufort County research the history, performance, and capability of the low bidder to ensure there viability to undertake this project.

We are appreciative of our opportunity to provide engineering services and would like to be considered for future assistance with additional engineering or construction services.

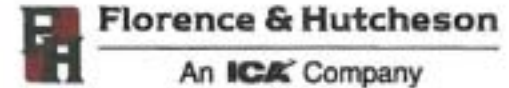
If you have any questions or wish to discuss, please feel free to call me at 254-5800.

FLORENCE & HUTCHESON, INC.

David E. Beaty, P.E.
Regional Manager



Certified Bid Tabulation
Beaufort County
Bluffton Parkway Phase 5A Segment 2
IFB # 13-54500-0810-05
October 4, 2012 at 3:00 p.m.



BID SUMMARY

Company	Alternative 1	Alternative 2	Alternative 3
R. R. Dawson Bridge Co	-	-	\$36,665,629.96
Republic Contracting Corp	-	-	\$38,304,513.48
Scott Bridge Company	-	-	\$40,486,736.30
United Contractors	-	-	\$40,681,881.42
Lane Construction Corporation	-	-	\$41,394,539.42
SEMA Construction	-	-	\$43,100,000.00

ALTERNATIVE 3 – LOW TO HIGH BIDDER SUMMARY

Company	Alternative 3	
R. R. Dawson Bridge Co	\$36,665,629.96	1
Republic Contracting Corp	\$38,304,513.48	2
Scott Bridge Company	\$40,486,736.30	3
United Contractors	\$40,681,881.42	4
Lane Construction Corporation	\$41,394,539.42	5
SEMA Construction	\$43,100,000.00	6

ENGINEER'S ESTIMATE

Alternative 1	Alternative 2	Alternative 3
\$34,284,938.61	\$34,329,730.99	\$34,250,189.36

Prepared By: Wes Lockard
 Wes Lockard, PE Florence & Hutcheson, Inc.

Checked By: Mike Thomas
 Mike Thomas, PE Florence & Hutcheson, Inc.

The attached bid tabulations are an accurate summary of the bids received on the subject project. Any discrepancies in unit prices or extended totals have been identified. Certified bid tabs assume small/minority goal is met, contingent on approval by Beaufort County. This is solely the opinion of Florence & Hutcheson, Inc., which is non-binding.

Certified By: David C. Beaty
 David Beaty, PE Florence & Hutcheson, Inc.

Registration Number: 18297



719000	BARBICLE	4,000	EA	12,111.34	54,374.56	12,638.85	34,711.40	11,739.11	216,856.84	11,889.00	12,948.00	12,000.00	16,889.00	12,889.00	16,889.00
719004	4" X 4" JUNCTION BOX	3,000	EA	35,147.75	105,443.25	17,483.00	13,244.00	22,274.00	34,823.20	12,216.00	36,146.00	12,900.00	16,450.00	17,280.00	34,930.00
719005	PRECAST CONC. BOX - 4' DIA.	3,000	LF	1,092.73	3,278.19	3,000.00	3,000.00	3,411.43	3,031.26	3,216.00	3,100.00	3,000.00	32,000.00	32,000.00	34,750.00
719007	PRECAST CONC. BOX - 4' DIA.	3,000	LF	3,002.20	9,006.60	3,000.00	11,702.00	3,144.75	31,354.75	3,040.50	31,079.50	31,200.00	31,200.00	31,400.00	31,600.00
719118	PC CONC. DRAINAGE BASE 4' DIA.	1,000	EA	23,284.31	23,284.31	22,478.70	22,478.70	22,478.70	22,478.70	21,375.00	21,375.00	21,000.00	21,000.00	21,000.00	21,000.00
719119	PC CONC. DRAINAGE BASE 4' DIA.	2,000	EA	12,180.00	24,360.00	24,478.70	24,478.70	22,200.00	24,478.70	24,478.70	24,478.70	24,478.70	24,478.70	24,478.70	24,478.70
719121	MANUFACTURED TREATMENT DEVICE (4' DIA) TYPE 1	1,000	EA	539,000.41	539,000.41	526,449.00	526,449.00	525,944.75	525,944.75	525,944.75	525,944.75	525,944.75	525,944.75	525,944.75	525,944.75
719122	MANUFACTURED TREATMENT DEVICE (4' DIA) TYPE 2	1,000	EA	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23	11,903.23
719200	DEPTH OF SOIL	16,102	LF	1,024.50	16,466.41	1,000.00	16,466.41	1,000.00	16,466.41	1,000.00	16,466.41	1,000.00	16,466.41	1,000.00	16,466.41
720210	CONCRETE CURB & GUTTER(2')	2,643,108	LF	5.08	13,368.51	5.08	13,368.51	5.08	13,368.51	5.08	13,368.51	5.08	13,368.51	5.08	13,368.51
720216	CONC. C & G (2'-0" HIGH)	1,113,408	LF	5.08	5,656.19	5.08	5,656.19	5.08	5,656.19	5.08	5,656.19	5.08	5,656.19	5.08	5,656.19
720220	CONCRETE SIDEWALK 4' WIDE	192,000	LF	12.44	2,388.80	12.44	2,388.80	12.44	2,388.80	12.44	2,388.80	12.44	2,388.80	12.44	2,388.80
721200	PAVED PORT. CON. WITH FIBRE	370,200	LF	9.02	3,339.40	9.02	3,339.40	9.02	3,339.40	9.02	3,339.40	9.02	3,339.40	9.02	3,339.40
8002100	SP-14 ASP. SURFACE DRAINAGE	170,200	LF	741.71	126,251.42	741.71	126,251.42	741.71	126,251.42	741.71	126,251.42	741.71	126,251.42	741.71	126,251.42
804100	SP-14 ASP. SURFACE	170,200	TON	499.20	84,954.00	499.20	84,954.00	499.20	84,954.00	499.20	84,954.00	499.20	84,954.00	499.20	84,954.00
804200	CONCRETE CURB & GUTTER(2')	118,200	LF	32.47	3,838.26	32.47	3,838.26	32.47	3,838.26	32.47	3,838.26	32.47	3,838.26	32.47	3,838.26
804110	TYPE 1 ASP. (CARBON, WEATHERING STEEL)	371,200	LF	117.93	43,641.16	117.93	43,641.16	117.93	43,641.16	117.93	43,641.16	117.93	43,641.16	117.93	43,641.16
804140	CURTAIN (STEEL) 3.5' THICK (W/ WEATHERING STEEL)	375,000	LF	349.30	131,037.00	349.30	131,037.00	349.30	131,037.00	349.30	131,037.00	349.30	131,037.00	349.30	131,037.00
805211	4" JUNCTION BOX (WEATHERING STEEL)	8,000	EA	1,738.30	13,906.40	1,738.30	13,906.40	1,738.30	13,906.40	1,738.30	13,906.40	1,738.30	13,906.40	1,738.30	13,906.40
805216	4" TERMINAL - TYPE 1 (WEATHERING STEEL)	3,000	EA	11,675.00	35,025.00	11,675.00	35,025.00	11,675.00	35,025.00	11,675.00	35,025.00	11,675.00	35,025.00	11,675.00	35,025.00
805240	THICK BEARING & BRIDGE CONC. (WEATHERING STEEL)	3,000	EA	17,480.00	52,440.00	17,480.00	52,440.00	17,480.00	52,440.00	17,480.00	52,440.00	17,480.00	52,440.00	17,480.00	52,440.00
805125	CONC. MED. BARRIER (TYPE 4)	70,000	LF	115.75	8,102.50	115.75	8,102.50	115.75	8,102.50	115.75	8,102.50	115.75	8,102.50	115.75	8,102.50
805040	CONC. ROADSIDE BARRIER (TYPE 1)	1,000,000	LF	1,022.40	1,022,400.00	1,022.40	1,022,400.00	1,022.40	1,022,400.00	1,022.40	1,022,400.00	1,022.40	1,022,400.00	1,022.40	1,022,400.00
804100	SOFT OF WAY (ASPHALT CONC.)	30,000	EA	3,076.20	92,286.00	3,076.20	92,286.00	3,076.20	92,286.00	3,076.20	92,286.00	3,076.20	92,286.00	3,076.20	92,286.00
804100	SOFT OF WAY (FLY)	1,000	EA	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00
804100	PRECAST CONC. (4' DIA)	3,000	EA	15,176.70	45,530.10	15,176.70	45,530.10	15,176.70	45,530.10	15,176.70	45,530.10	15,176.70	45,530.10	15,176.70	45,530.10
804100	TEMPORARY COVER	5,000	EA	344.80	1,724.00	344.80	1,724.00	344.80	1,724.00	344.80	1,724.00	344.80	1,724.00	344.80	1,724.00
804110	TEMP. (10' DIA) (ASPH. CONC.)	3,150	EA	1,414.86	4,456.71	1,414.86	4,456.71	1,414.86	4,456.71	1,414.86	4,456.71	1,414.86	4,456.71	1,414.86	4,456.71
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00
804210	PORTULACA SP. (10' DIA)	300,000	EA	56.40	16,920.00	56.40	16,920.00	56.40	16,920.00	56.40					



South Carolina
Department of Transportation

October 25, 2012

Mr. Robert McFee, P.E.
Director of Engineering and Infrastructure
Beaufort County
100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29902

RE: Beaufort County Bluffton Parkway Phase 5A Segment 2 Project

Dear Mr. McFee:

The South Carolina Department of Transportation (SCDOT) has completed the review of materials provided with the LPA Construction Award Concurrence Request Form. After reviewing the bid proposals and supporting documentation for the project, SCDOT concurs with the award of the construction contract for the above referenced project to the lowest responsive bidder, R.R. Dawson Bridge Co., in the amount of \$36,665,629.96, as stated in the bid documents submitted to SCDOT.

The County of Beaufort is hereby approved to proceed with the award of the construction contract for the referenced project. Please provide the following documentation to this office, when available:

- The completed LPA Construction Contract Information Form, with documentation, found under "Program Development Forms" at the SCDOT website <http://www.scdot.org/doing/localPublicAdmin.aspx>.
- A copy of the executed Construction Contract.
- A copy of the AS-LET plans, which are the approved PS&E plans, marked with the date that the plans are authorized to be constructed, and the designation, "AS-LET".

As the project advances, there are additional requirements that the County must address. These requirements are described in the Checklist for Local Public Agency (LPA) Projects and the Procedures for Local Public Agency Project Administration, which can be found on the aforementioned SCDOT website. Please coordinate with David Glenn at the SCDOT District Six Engineering office and Resident Construction Engineer Chris Smith. Mr. Glenn can be reached at (843) 740-1667 and Mr. Smith can be reached at (843) 524-7616.



Mr. Robert McFee, P.E.
Page 2
October 25, 2012

Again, we greatly appreciate your cooperation and look forward to working with you in the future. If you have any questions or require additional information, please do not hesitate to contact me at 803-737-1214.

Sincerely,



B. Yates Jackson, II
Local Public Agency Administration Engineer

BYJ:pcm
Enclosure

cc: Jessica Gillis, BCD COG Senior Planner
ec: Leland Colvin, Director of Construction
Robert T. Clark, District Six Engineering Administrator
David Glenn, District Six Construction Engineer
Chris Smith, Resident Construction Engineer, Beaufort County
Barbara Beagles, External EO/OJT Manager
Carolyn Burton, DBE Program Manager
Brent Rewis, Program Manager, Lowcountry Region
Machael M. Peterson, Local Public Agency Administrator

File: LPAA/BYJ



LPA Construction Award Concurrence Request Form

Prior to the award of a construction contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administrator (LAAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful bidder.

Local Public Agency: Beaufort County
 Contact Person: Robert McFee Title: Director of Engineering and Infrastructure
 Address: 100 Ribaut Road, P.O. Box 1228, Beaufort, SC 29902 Phone: 843-255-2700

Contract Area / Number: 843-255-2700 County: Beaufort

Project Name: BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY & BRIDGE CONSTRUCTION
 File Number: IFB No.: 13-54500-0810-05 Master PIN Number: PIN#: 41794_PE01 / PROJ#: BEAU(001)
 Date of Agreement: October 09, 2012 Construction Completion Date: June 2015

To: Director of Construction

The County/City/Town of Beaufort County is requesting your concurrence in award for the construction of the above referenced project to R.R. Dawson Bridge Company. The project description is as follows:

Project Description: The work consists of : (A) Construction of the Bluffton Parkway Phase 5A Segment 2 (Sta. 132+77.15 to Sta. 194+74.39) (B) Construction of U.S. Route 278 Relocation (Eastbound & Westbound) (C) Construction of a new bridge to connect the Bluffton Parkway to US 278. (D) Relocation of approximately 1,100 L.F. of Hilton Head Public Service District 24" water line.

This concurrence request shall include the following documentation:

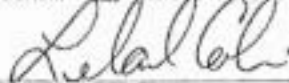
Construction:

- | | |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> SCBO Advertisement | <input checked="" type="checkbox"/> Bid Tabulations (include electronic and hard copy) |
| <input checked="" type="checkbox"/> Bid Proposal (include electronic and hard copy) | <input checked="" type="checkbox"/> Bid Bonds |
| <input checked="" type="checkbox"/> Plans | <input checked="" type="checkbox"/> Commital Sheets for DBE participation (if required) |
| <input checked="" type="checkbox"/> Construction Estimates (include electronic and hard copy) | <input checked="" type="checkbox"/> Signed Quotes from DBE(s) listed on Commital Sheet (if required) |
| <input checked="" type="checkbox"/> List of Bidders with Bid Amounts | |

The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of R.R. Dawson Bridge Co. as the successful proposer / bidder. The County/City/Town of Beaufort may award the contract to R.R. Dawson Bridge Co. based on the information submitted by you on Oct 09, 2012.

Construction:

Concur Concurrence Denied



Director of Construction

10/25/2012

Date



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION**
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Herbert N. Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *G. Kubic*
Bryan Hill, Deputy County Administrator *B. Hill*
David Starkey, Chief Financial Officer *D. Starkey*
Robert McFee, Director of Engineering & Infrastructure *R. McFee*
David Thomas, Purchasing Director *D. Thomas*
Monica Spells, Compliance Officer *M. Spells*

FROM: Robert Klink, County Engineer *R. Klink*

SUBJ: **RFP 2914/120528 Bluffton Parkway 5A Segment 2 Roadway and Bridge
Construction Management (CM), Construction Engineering and Inspections
Services (CEI) – Contract Award Recommendation**

DATE: August 13, 2012

BACKGROUND. Beaufort County issued a Request for Proposals from qualified firms to provide CM/CEI Services for the above project as part of the 1% Sales Tax for roads for Beaufort County. Seven firms submitted qualifications and proposals for this work as follows.

<u>CONSULTANT</u>	<u>ADDRESS</u>
Mead & Hunt, Inc.	322 West Main Street, Lexington, SC 29072
Thomas & Hutton Engineering Co.	50 Park of Commerce Way, Savannah, GA 31405
Vaughn & Melton Consulting Engineers	1318-F Patton Avenue, Asheville, NC 28806
The LPA Group Incorporated	700 Huger Street, Columbia, SC 29250
Dennis Corporation	1800 Huger Street, Columbia, SC 29201
Florence & Hutcheson, Inc.	501 Huger St., Columbia, SC 29201
F&ME Consultants, Inc.	3112 Devine Street, Columbia, SC 29205

The quality-based engineering selection process differs from a typical proposal, in that the proposers detail their qualifications and outline how they would accomplish the project within a specified budget. In this regard, proposals are reviewed on the basis of the qualifications and proposal scope rather than on the lowest price. A committee consisting of the Director of Engineering and Infrastructure, County Engineer, SCDOT District 6 Construction Engineer, and County Engineering Construction Manager, reviewed and evaluated the proposals and conducted interviews with the top four rated firms: Mead & Hunt, Inc., Thomas & Hutton Engineering Company, Florence and Hutchinson, Inc., and F&ME Consultants.

As a result of the proposal evaluations and interviews, the committee selected F&ME as the proposer providing the over-all best proposal for this project. F&ME also has in-depth knowledge of both roadway and bridge construction, extensive experience with SCDOT projects and project requirements, and provided CM/CEI services to Beaufort County for the SC 802 new bridge over the Beaufort River.

F&ME proposes to utilize HSA Engineers & Scientists of Bluffton, SC, and Andrews Burgess of Beaufort SC to provide testing and survey verification services for this project.

On the basis of the qualification of the firm and their proposed scope, the committee recommends award of a contract to F&ME Consultants of Columbia, SC in the amount of \$ 3,886,934.16 for CM/CEI services for Bluffton Parkway 5A Segment 2 Roadway and Bridge Construction. This contract will be funded by Beaufort County 1% road sales tax Acct #33401-54500 Bluffton Parkway Phase 5.

RECOMMENDATION The Public Facilities Committee approve and recommend to County Council approval of a contract award to F&ME Consultants to provide CM/CEI services for Bluffton Parkway 5A Segment 2 Roadway and Bridge Construction in the amount of \$ 3,886,934.16 from the funding source listed above.

REK/DLS/mjh

Attachments: 1) Location Map
2) Cost Summary

RFP/EngServCM-CEI BP5ASeg2/pfcapp

F&ME Consultants		
CEI From August 2012 to January 2014 (30 Months)		
Bluffton 5A Flyover		
Project Summary		
Date: July 18, 2012		
Prepared by: AIS		
Project Summary		
<u>Summary of Estimated Cost From Task Detail</u>		
F&ME Field Total	\$2,011,962.33	
Reimbursables	\$371,795.71	
Lab Testing	\$350,000.00	
F&ME Office Total	\$517,563.42	
Safety Program	\$63,345.00	
Survey Verification	\$206,000.00	
Environmental Compliance	\$176,317.70	
Shaft Integrity Testing	\$189,950.00	
Project Testing	\$3,886,934.16	
<u>Distribution of Estimated Cost Into Project Schedule of Values</u>		
CM Services	\$1,500,291.22	
CE&I Services	\$1,371,530.24	
Materials Testing	\$350,000.00	
Safety Program	\$63,345.00	
Survey Verification	\$206,000.00	
Environmental Compliance	\$205,817.70	
Foundation Integrity Testing	\$189,950.00	
Schedule of Values Total	\$3,886,934.16	

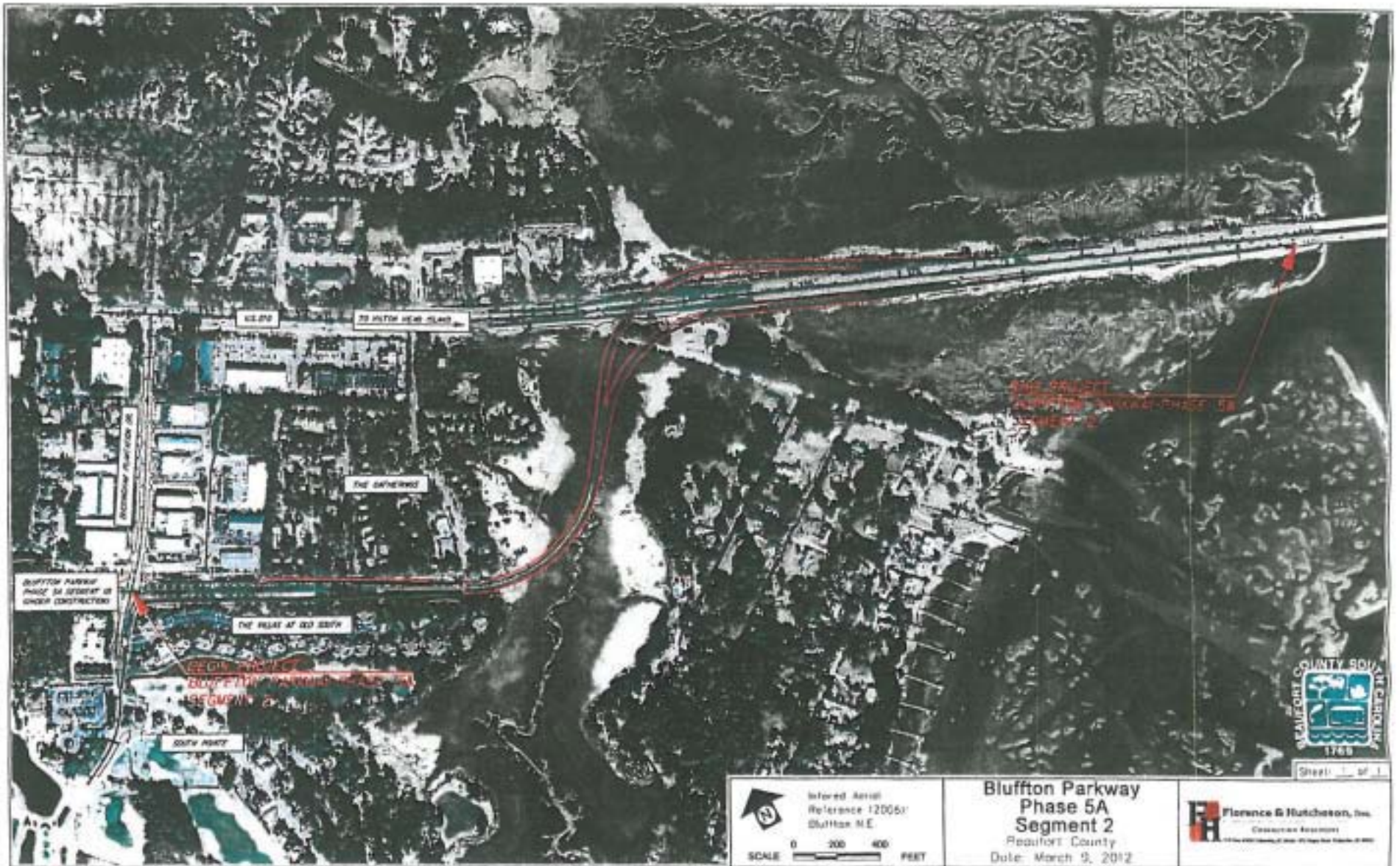


EXHIBIT "B"



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 3, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Director of Engineering & Infrastructure *RMcFee*
Phillip Foot, Public Safety Director *PFoot*
Mark Roseneau, Director Facilities Management *MRoseneau*

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

SUBJ: **Emergency Purchase Change Order for the Beaufort County Detention Center's
Gymnasium Restroom Facilities**

DATE: February 12, 2013

BACKGROUND: In February, 2012 Beaufort County's Public Facilities Committee approved an emergency contract for renovation services for the Detention Center's Gymnasium Restroom Facilities. Price quotes were received from three firms with the contract awarded to Patterson Construction of Beaufort, SC for an initial quote of \$46,418.43. As the project progressed, the contractor informed County staff that the initial pricing by the plumbing sub-contractor would increase by \$4,500.60. This was attributed to an increase in the cost of the stainless steel plumbing fixtures. The change order increased the price of the project to a total of \$51,368.66. Staff reviewed the change order and determined it to be fair and reasonable. The price quote was still lower than the second price quote of \$56,368.66, which is a difference of \$5,102.34. In accordance with the Beaufort County Code concerning emergency procurements, the Purchasing Director authorized the project to move forward. Since the total price of the emergency procurement is over \$50,000, the Purchasing Department is requesting that the cost increase be approved by the Public Facilities Committee and forwarded to County Council for approval.

CONTRACTOR INFORMATION AND COST: Patterson Construction, Beaufort, SC. Total cost: \$51,368.66. Total increase of the change order is \$4,950.23.

FUNDING: Account # 4007001-54421 (2009 Bonds-Renovations-Detention Center). The current balance of that account is \$6,558.

RECOMMENDATION: The Public Facilities Committee approves the change order and recommends to County Council approval of the change order for a total of \$51,368.66.

cc: Rickard Dimont, Vanessa Dixon
att: Price quote and change order pricing

BC Abdo



Patterson Construction, Inc.
 40-B Shanklin Road
 Beaufort, SC 29906
 (843) 466-0051 ~ Phone
 (843) 466-0056 ~ Fax
 Beaufort County Public Works

Date: 07/09/12

Owner: Beaufort County

Project Name: Detention Center Restroom

Description: Renovation of the Detention Center's Gymnasium Restroom Facilities

Name: Mark Roseneau

Address: 120 Shanklin Road

City/State/Zip: Beaufort, SC 29906

Fax: 843-255-9448

Office 843-255-2748


PO# 20120974-00
 PO# 20130411

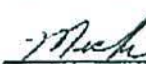
Quantity	Materials - (including tax)	Unit Price	Amount
200	8" Block	3.00	600.00
10	Bags of Mortar	5.50	55.00
2	Loads of Sand	35.00	70.00
1	Jack Hammer Rental	250.00	250.00
1	Disposal Fee's	150.00	150.00
1	24 X 24 Steel Door	475.00	475.00
10	5/8 Rebar	5.50	55.00
22	Hardened Bolts 1/4 X 3/4	1.68	36.96
3	Angled Iron 2 X 2 X 1/4	23.00	69.00
1	3 X 11' X 1/4 Steel Plate	450.00	450.00
1	10 Gallons of Paint	325.00	325.00
1	Air Curtain	225.00	225.00
6	Epoxy Paint	128.30	769.80
9	Concrete	125.00	1,125.00
2	Security Light Fixtures	365.00	730.00
8	Impact Drywall	225.00	1,800.00
Total Materials			7,185.76

Hours	Labor Classification	Rate	Amount
26	Project Manager	58.30	1,515.80
80	Master Carpenter	26.00	2,080.00
240	Carpenter's Helper	19.40	4,656.00
Total Labor			8,251.80

Subcontractor's - (approved in advance)			Amount
1	Browns Drywall	375.00	375.00
1	Frazier's Painting	632.00	632.00
1	Gardner Masonry	375.00	375.00
1	Gounder Electric	1,120.00	1,120.00
1	Concrete Pump	425.00	425.00
1	Whitmore Plumbing	29,834.60	29,834.60
Total Subc.			32,761.60

Subcontractor's -			Amount
	Master Electrician	75.00	0.00
	Electrician Helper	65.00	0.00
	Master Plumber	75.00	0.00
	Plumber Helper	30.00	0.00
Total Subc.			0.00


 Mark Roseneau ~ Director
 Beaufort County Public Works


 Michael Ayer ~ Project Manager
 Patterson Construction, Inc.

Total Materials + 10%	7,904.28
Total labor - 10%	7,426.62
Subcontractors	0.00
Total Subc. + 10%	36,037.76
Total Amount	51,368.66



Patterson Construction, Inc.
 40B Shanklin Road
 Beaufort, SC 29906
 (843) 466-0051 - Phone
 (843) 466-0056 - Fax
 Beaufort County Public Works

Name: Mark Roseneau
 Address: 120 Shanklin Road
 City/State/Zip: Beaufort, SC 29906
 Fax: (843) 470-6411

PROPOSAL

Date: 02/01/12
 Owner: beaufort county
 Project Name: detention center
 Description:
restroom renovation

Quantity	Materials - (including tax)	Unit Price	Amount
200	Blinch block	3.00	600.00
10	bags mauter	5.50	55.00
2	sand	35.00	70.00
1	jack hammer rent	250.00	250.00
1	disposal fee	150.00	150.00
1	24x24 steel door	475.00	475.00
10	5/8 rebar	5.50	55.00
22	harden bolts 1/4x3/4	1.69	37.18
3	angle iron 2x2x1/4	23.00	69.00
1	3x11fx1/4 steel plate	450.00	450.00
1	10 gallons paint	325.00	325.00
1	air curtain	225.00	225.00
6	eeepoxy paint	128.32	769.92
9	concrete	125.00	1,125.00
2	security light fixtures	365.00	730.00
8	impact drywall	225.00	1,800.00
Total Materials			7,186.10

Hours	Labor Classification	Rate	Amount
26	Project Manager	58.30	1,515.80
0	Master Electrician (In-house)	34.00	0.00
0	Electrician's Helper (In-house)	25.50	0.00
80	Master Carpenter	26.00	2,080.00
240	Carpenter's Helper	19.40	4,656.00
0	Painter	15.80	0.00
Total Labor			8,251.80

Subcontractor's - (approved in advance)			Amount
1	brown drywall	375.00	375.00
1	terry frasier	632.00	632.00
1	whitmore plumbing	25,334.00	25,334.00
1	danny gardner	375.00	375.00
1	gounder electric	1,120.00	1,120.00
1	concrete pump	425.00	425.00
Total Subc.			28,261.00

Subcontractor's -		Amount
Master Electrician	75.00	0.00
Electrician Helper	65.00	0.00
Master Plumber	75.00	0.00
Plumber Helper	30.00	0.00
Total Subc.		0.00

Mark Roseneau - Director
 Beaufort County Public Works

Steve Patterson
 Patterson Construction, Inc.

Total Materials + 10%	7,904.71
Total labor - (10%)	7,426.62
Total Subc. + 10%	31,087.10
Total Amount	46,418.43



FEI-PORT ROYAL, SC #42
 1425 RIBAUT ROAD
 PORT ROYAL, SC 29935-1110

Deliver To: MIKE
 From: Nick Paris
 Comments: PER TOM WELTMORE

14:59:50 SEP 04 2012

FERGUSON ENTERPRISES, INC.

*BC
4666*

FEI #42

Order Confirmation
 Phone : 843-524-5298
 Fax : 843-524-4368

Page # 1

Order No...: CA346256

Order Date: 08/13/12

Req Date: 09/10/12

Ship Via...: COUNTER PICK-UP

Writer.....: BLW

Terms.....: CASH ON DEMAND

Sold To: ACCOUNT F/LARGE ORDERS
 PO BOX 556
 BEAUFORT, SC 29901

Ship To: ACCOUNT F/LARGE ORDERS
 PO BOX 556
 BEAUFORT, SC 29901

Cust PO#...: DETENTION CTR

Job Name: DET CTR/TOM

Item	Description	Quantity	Net Price	UM	Total
S3918726	*CVR* ROYAL 609-1 10 3/4 LDIM	1	142.820	EA	142.82
SP-AA1714-W-1	A1714-W-1 4FT URINAL	1	2475.000	EA	2475.00
SP-BCOL4CAASISX	COL-4C-A-AST-SX 4PERS SHWR	1	3700.000	EA	3700.00
SP-BLAV6101FM	WALL HUNG LAV	2	1691.760	EA	3383.52
SP-WC7459FM	WC7459FM-B-IS-BB-LCMFV	2	1784.670	EA	3569.34
SP-ZZ880	Z880-3'-E1-E1.5-VP	1	65.000	EA	65.00
PFPTB100	1-1/4 17GA P TRAP CP	2	9.660	EA	19.32
PFWR	STD WAX RING	3	1.030	EA	3.09
PFCB110	1/4X2-1/4 BRS CLST BOLT N&W	3	0.980	PR	2.94

Net Total: \$13561.93
 Tax: \$935.28
 Freight: \$0.00
 Total: \$14296.31 *± 10%*

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at http://waiseleyna.com/terms_conditionsSale.html.



FERGUSON ENTERPRISES, INC.
 FEI #42
 Price Quote #
 Phone : 843-524-
 Fax : 843-524-

11:36:18 NOV 02 2010

Reference No: 8204492

Item	Description	Qty	Net Price	UM	Total
	WALL HUNG SINK				

	BLAV6101FM (QNTY 2)				1576.00
M8884	1HDL METER LAV FCT ADA VR CP	2	75.000	EA	150.00
M99457	ESC F/ METER LAV CP	2	12.000	EA	24.00
BOCR19C	CP 1/2 COMP X 3/8 COMP ANG ST	2	4.370	EA	8.74
PF8617H	1-1/4 17GA P-TRAP CP	2	9.600	EA	19.20
	SUBTOTAL				1778.94

	TRENCH DRAIN				
	PER FOOT PRICE				
	Z880-E1-E1.5-VP				19.00
	END CAP				1.00
	OUTLET EA				1.00

Net Total: 10453.74
Tax: 732.12
Total: 11185.86

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE responsible for delays, lack of product or increase of price of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the Govt Buyers. All items are open market unless noted otherwise.

SHIPMENTS BEYOND 48 HOURS SHALL BE responsible for delays, lack of product or increase of price of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the Govt Buyers. All items are open market unless noted otherwise.



FEI-PORT ROYAL SC #42
1425 RIBAUT ROAD
PORT ROYAL SC 29935-1110

Deliver To: TOM
From: Nick Parie
Comments:

11:36:18 NOV 02 2010

FERGUSON ENTERPRISES, INC.
FEI #42

Price Quote: 1
Phone : 843-5298
Fax : 843-5258

Page # 1

Bid No.....: B204492
Bid Date.....: 12/10/09
Quoted By.: NCP

Cust Phone: 843-753-3055
Terms.....: CASH ON DEMAND

Customer: WHITMORE PLUMBING
COD ONLY
PO BOX 556
BEAUFORT, SC 29901

Sh to: WHITMORE PLUMBING
COD ONLY
PO BOX 556
BEAUFORT, SC 29901

Cust PO#...: BEAUFORT COUNTY

Job Name: PER TOM

Item	Description	Quantity	Net Price	UM	Total
	PRICE UPDATED ON 11/2/10				
	SHOWER 4 PERSON				

	VERIFY HEIGHT				
	BCOOL-4C-O-6FT-AST-5X W/SH				2471.00
	SUBTOTAL				2471.00

	TOILET				

	(qty 3)WC7459FM				4401.00

PFWR	STD WAX RING	3	1.030	EA	3.09
PFC8110	1/4X2-1/4 BRS CLST BOLT N&W	3	0.980	PR	2.94
	SUBTOTAL				4431.03

	URNAL				

	(1) A1714-W-1 4FT URINAL				1631.65
	VERIFY WALL THICKNESS				
S3988735	*NLA 609-1 CONC PRCON FLSHMTR *RE	1	95.000	EA	95.00
	SUBTOTAL				1766.65

WHITMORE PLUMBING COMPANY

Laura Reed

From: Whitmore Plumbing [skipalexander@hargray.com]
Sent: Monday, July 09, 2012 9:19 AM
To: laura@patconst.com
Subject: BEAUFORT COUNTY DETENTION (MIKE) PATT. 7.6.2012

WHITMORE PLUMBING COMPANY
P.O. BOX 556
BEAUFORT, SC 29901
(843) 524-3911 OFFICE
(843) 524-4274 FAX

PROPOSAL

DATE OF PROPOSAL: JULY 6, 2012

PROPOSAL SUBMITTED TO: BEAUFORT COUNTY FACILITIES
MAINTENANCE

JOB LOCATION: BEAUFORT COUNTY DETENTION CENTER

For the sum of \$29,834.60 Whitmore Plumbing proposes to install waste vent stack drains for seven (7) fixture rough-in, pex service to overhead water supply to urinal, closet and lavatory drains. Four (4) tree shower units to be installed. A four foot trough urinal is included in this proposal. All lavatories, urinals and closets are to be stainless steel. All shower valves and urinal valves will be installed behind wall fixtures. All service, labor and materials are included in this proposal. This job to be done in a neat and timely manner.

WORKMANS COMP: 019-6043660
GENERAL LIABILITY: CBP8472967
SC LICENSE NUMBER: RBC.839

We propose hereby to furnish materials and labor in accordance with the above specifications, for the sum of:

Twenty-Nine Thousand Eight Hundred Thirty four Hundred & 60/100

Payment to be made as follows:

\$14,917.30 due on completion of rough-in
\$ 14,917.30 due on completion of job

TO OWNER

Under the mechanics' lien law, any contractor, subcontractor, laborer, material man or other person, who helps to improve your property and is not paid for his labor, service or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond shall be recorded in such office. Said bond shall be in an amount not less than fifty percent of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or material, for the work described in said contract.

ACCEPTANCE OF PROPOSAL:

The above prices, specify-citations and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: 07/30/12 SIGNATURE: [Handwritten Signature]

7/9/2012



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy County Administrator *BH*
David Starkey, Chief Financial Officer *DS*
Robert McFee, Director of Engineering and Infrastructure *RM*
Dave Thomas, Purchasing Director *DT*
Monica Spells, Compliance Officer *MS*

FROM: Robert Klink, PE, County Engineer *RK*

SUBJ: **DSN FACILITY SECURITY**

DATE: February 11, 2013

BACKGROUND. In November 2009, Beaufort County awarded a contract to Emory J Infinger & Associates, Charleston SC in the amount of \$5,794,000 for the construction of the new DSN Adult Day Center located at 100 Clearwater Way, Beaufort, SC. During the development of the project, security improvements were included in the DSN design/budget to be completed after construction of the facility.

STATE CONTRACT/COMPETITIVE/NON—COMPETITIVE VENDOR. Beaufort County received the attached quote from CSI Technology Outfitters (State Contract Vendor) for \$171,040.13 to provide and install the security system in the DSN building. Funding for the security system installation is from the DSN CIP Account #40050011-54460 with a balance of \$213,688.49.

RECOMMENDATION. Public Facilities Committee approve and recommend to County Council a contract to CSI Technology in the amount of \$171,040.13 for the DSN Facility security system installation from the funding source listed above.

REK/DC/mjh
DC

Attachments: 1) CSI Technology Outfitters Quote #57859
2) Non Competitive Purchase Form



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

- (1) The using agency recommends purchase;
- (2) condition of the item is verified by appropriate County official; and
- (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Engineering Div Requested Account Code: 40050011-54460

Description of Requested Services

Provide and install Security System in the DSN Adult Day Center

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

See attached quote #57859

Cost of Requested Services: \$171,040.13

Requested Vendor Name: CSI Technology Outfitters (Vendor # 11275) SC Contract #4400002749



Non-Competitive Purchases Form

Requested Vendor Address: 900 E. Main Street, Suite T, Easley, SC 29640

Requested Vendor Phone Number: 864-855-3900 Requested Vendor Email Address:
insidesales@csioutfitters.com John Pressley 864-770-2843

Type of Service Requested (Please check one) Construction Services Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.*
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.*
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:*
 - Standardization - CSI Technology Outfitters is a state contract vendor. CSI security system hardware/software is compatible with other County MIS infrastructure**
 - Warranty*
 - Other, if selected please specify below.*

- An emergency exists that threatens the functioning of County government.*
- An emergency exists that threatens the preservation or protection of County property.*
- An emergency exists that threatens the health, welfare or safety of any person within the County.*

What steps have been taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):*



Non-Competitive Purchases Form

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Robert E. Klink, PE County Engineer Requester Signature: _____ Date: 2/14/13

Department Head Name: Robert E. Klink, PE, County Engineer Department Head Signature: _____ Date: 2/14/13

For Purchasing Completion only:

Date Received in Purchasing Department: 02/14/13

Reviewed by Purchasing Department for completeness

Date: 02/14/13

Reviewed by: [Signature]

Verified that this is the only source: Yes No NA

Comments: State Contract

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____

Computer Software Innovations Inc

900 East Main Street, Suite T
Easley, SC 29640
Phone: 864-855-3900
www.csioutfitters.com

Prepared for:

Scott Trezevant Phone: (843) 255-2600
Beaufort County Government
100 Ribaut Rd.
PO Drawer 1228
Beaufort, SC 29901 USA

Qty.	Item ID	Description	UOM	Sell	Total
	Procurement	Please let us know if you are using a Procurement Contract for this purchase Due to Contract reporting requirements, we need to know if you will be procuring the quoted items via a Procurement Contract. If you are, can you please let us know which contract you are using and include the contract number on your PO? Rev 3 Beaufort DSN Access Control Video Surveillance Cisco CPS-MSP Server			
1	CPS-MSP-2RU-K9	MSP 2RU Cisco PHY SEC Multi-Service Platform Assembly	EA	\$6,186.50	\$6,186.50
1	CON-SNT-CPSMSP2	SMARTNET BXSXNBD MSP 2-RU Cisco Physical Security MultiSe	EA	\$762.08	\$762.08
2	CPS-HDD-12TB-BNDL	6x2TB Hard-Drive Bundle for PhySec MSP	EA	\$4,000.00	\$8,000.00
1	CIVS-MS-SW6.3	CIVS MS Media Server v6.3 Software Lic with Hardware	EA	\$592.50	\$592.50
1	CON-SAS-VSMSS63	SW APP SUPP CIVS-MS Media Server v6.3 Software Lic	EA	\$88.88	\$88.88
1	CIVS-PS-900	2nd 900W Power Supply Option	EA	\$437.00	\$437.00
		VSOM and VM on 2RU Server			
1	CIVS-OM-SW6.3=	CIVS-OM Operations Manager v6.3 SW Lic. w/ SmartSearch Spare	EA	\$3,750.00	\$3,750.00
1	CON-SAS-OMSW63	SW APP SUPP CIVS-OM Operations Manager v6.3 Software	EA	\$561.44	\$561.44
1	CIVS-VM-SW6.3=	CIVS VM Virtual Matrix v6.3 Software License Spare	EA	\$1,850.00	\$1,850.00
1	CON-SAS-VMSW63	SW APP SUPP CIVS-VM Virtual Matrix v6.3 Software	EA	\$277.20	\$277.20
1	CIVS-VM-1DFL=	Cisco VS Virtual Matrix Client License, 1 Client	EA	\$250.00	\$250.00
1	CON-SAS-VVMCL1	SW APP SUP CIVS-VM-1DFL	EA	\$37.84	\$37.84
1	CPS-MSP-2RU-K9	MSP 2RU Cisco PHY SEC Multi-Service Platform Assembly	EA	\$6,186.50	\$6,186.50

Computer Software Innovations Inc

900 East Main Street, Suite T
Easley, SC 29640
Phone: 864-855-3900
www.csioutfitters.com

Qty.	Item ID	Description	UOM	Sell	Total
1	CON-SNT-CPSMSP2	SMARTNET 8X5XNBD MSP 2-RU Cisco Physical Security MultiSe	EA	\$762.08	\$762.08
1	CPS-HDD-6TB-BNDL	6 x 1 TB SATA hard-disk drive bundle for CPS-MSP platforms (2-RU)	EA	\$2,675.00	\$2,675.00
1	CVS-PS-900	2nd 900W Power Supply Option	EA	\$437.00	\$437.00
Cisco Outdoor Dome Camera (Standard Definition)					
19	CVS-IPC-2630V	CISCO RUGGEDIZED SD IP DOME 2.8-10MM DAY NIGHT VANDAL RES	EA	\$700.00	\$13,300.00
19	CON-SNT-IPC2630V	SMARTNET 8x5xNBD CVS-IPC-2630V	EA	\$86.24	\$1,638.56
19	CVS-IPCA-1006+	Conduit base and extra gasket, 2500 and 26xxV Dome series	EA	\$30.00	\$570.00
19	CVS-IPCA-1010+	Cisco Pendant Cap 2500 and 26xxV Series Pendant Cap	EA	\$40.00	\$760.00
19	CVS-IPCA-1011+	Cisco Wall Mount use with CVS-IPCA-1010, 2500, 26xxV dome series	EA	\$25.00	\$475.00
19	CVS-IPCA-1019+	Cisco Dome Clear 2611 Series	EA	\$25.00	\$475.00
Cisco Indoor Dome Camera (Standard Definition)					
30	CVS-IPC-2611	Cisco SD IP video Surveillance Dome 3.3-12MM, D/N Smk, CM	EA	\$550.00	\$16,500.00
30	CON-SNT-IPC2611	Smartnet 8x5xNBD Cisco SD IP Video Surveillance	EA	\$67.76	\$2,032.80
7	CVS-IPC-2621V	Cisco VR SD IP Video Sureveillance Dome, 3.3-12mm, D/N, Smkd	EA	\$600.00	\$4,200.00
7	CON-SNT-IPC2621V	SMARTNET 8x5xNBD CVS-IPC-2621V	EA	\$73.92	\$517.44
7	CVS-IPCA-1007+	Ceiling Tile Mount Support, 252x, 253x, and 26xxV Dome	EA	\$25.00	\$175.00
30	CVS-IPCA-1008+	Cisco Ceiling Tile Mount Support 2611 Flush Mount Dome	EA	\$25.00	\$750.00
Cisco HD Camera					
3	CVS-IPC-5011	Cisco Indoor HD IP Dome, 2.8-10MM, D/N, Somked, CM	EA	\$1,100.00	\$3,300.00
3	CON-SNT-CIVSIPCO	SMARTNET 8X5XNBD Cisco Video Surveillance IP Camera, Indo	EA	\$135.52	\$406.56

Stream Connection Licenses:

Computer Software Innovations Inc

900 East Main Street, Suite T

Easley, SC 29640

Phone: 864-855-3900

www.csioutfitters.com

Qty.	Item ID	Description	UOM	Sell	Total
59	CIV5-M5-CP5D-15CL+	CIV5 1 Cisco Device Stream Connect License for Media Server	EA	50.00	50.00
		Access Control			
1	CPS-MSP-1RU-K9	Cisco MSP 1-RU Physical Security MultiService Platform Assy	EA	\$1,912.00	\$1,912.00
1	CON-SNT-MSP1RUK9	Cisco Smartnet 8x5xNBD MSP 1-RU Cisco	EA	\$235.84	\$235.84
1	CIAC-PANE-M1X-K9	Cisco PAM Software Version 1.X MSP	EA	\$4,000.00	\$4,000.00
1	CON-SAS-CIACPAMK	US ONLY SW APP SUP PAM SW VERSION 1.X MSP	EA	\$1,056.00	\$1,056.00
1	CIAC-PANE-EDI+	Cisco PAM Enterprise Data Integration License	EA	\$3,000.00	\$3,000.00
1	CON-SAS-PAMEDI	US ONLY SW APP SUPP CISCO PAM ENTERPRISE	EA	\$792.00	\$792.00
1	CIAC-PANE-M12B-	Cisco PAM 12B Module License	EA	\$2,500.00	\$2,500.00
1	CON-SAS-PANM12B	SW APP SUPP Cisco PAM 12B Module	EA	\$660.00	\$660.00
4	CIAC-GW-K9	Cisco Physical Access Gateway	EA	\$475.00	\$1,900.00
4	CON-SNT-GWK9	SMARTNET 8X5XNBD Cisco Physical Access	EA	\$66.88	\$267.52
9	CIAC-GW-RDR	Cisco Physical Access Reader Module	EA	\$325.00	\$2,925.00
9	CON-SNT-GWRDR	SMARTNET 8X5XNBD Cisco Physical Access	EA	\$45.76	\$411.84
5	CIAC-GW-IP10	Cisco Physical Access Input Module	EA	\$275.00	\$1,375.00
5	CON-SNT-GWIP10	SMARTNET 8X5XNBD Access Control 10 Input	EA	\$38.72	\$193.60
3	CIAC-GW-OP8	Cisco Physical Access Output Module	EA	\$275.00	\$825.00
3	CON-SNT-GWOP8	SMARTNET 8X5XNBD Cisco Physical Access	EA	\$38.72	\$116.16
		Miscellaneous Parts			
19	HID-6005B1B00	ProxPoint Plus 6005 125 kHz Mini Mullion Proximity Reader (Weigand Designer and Pigtail) - Color: Black	EA	\$89.47	\$1,699.93
3	RCI-F2164	F2 Series Fire Rated Offset and Centerline Latch Entry	EA	\$235.00	\$705.00
15	RCI-0162	0162 Rim Strike 1-3/4 x 9-3/4 Standard Finish 32D 0162 RIM STRIKE 1-3/4 X 9-3/4 STANDARD FINISH 32D	EA	\$234.42	\$3,516.30
18	GES-1078CW	Magnetic Door Position Switch	EA	\$7.09	\$127.62
6	WG-32061045	22 AWG, 6 conductor Cable, 1,000 Ft Roll, OAS, CMP, CL2P, 1K box	EA	\$183.52	\$1,101.12
6	IR184BA7-50-1000B	18-4, Lock Power Wire, 1,000 Ft Roll	EA	\$182.37	\$1,094.22

Computer Software Innovations Inc

900 East Main Street, Suite T

Easley, SC 29640

Phone: 864-855-3900

www.csioutfitters.com

Qty.	Item ID	Description	UOM	Sell	Total
1	AX-MAX77D	12VDC Power Supply, 16 ports, 20A @24VDC or 10A @12VDC	EA	\$765.05	\$765.05
13	LE-770	Verifact Model A-ML is an omni-directional, low impedance, electret condenser microphone with mic level audio output	EA	\$139.00	\$1,807.00
2	RCI-8380	Pedestrian swing gate electromagnetic lock	EA	\$232.84	\$465.68
13	SDC-LR100SDCK	SDC 6000 Serries Exit Devices Electric Latch Retraction/DOGG	EA	\$328.04	\$4,264.52
1	PTRS242412G4	24 x 24 x 8 Box for gateway modules/with back plate	EA	\$678.40	\$678.40
Advanced Services					
1	INST-DII-EXPANDED	Setup, Configure and Install Hardware	EA	\$47,710.00	\$47,710.00

Item Total:	\$164,059.18
Tax at 6.000%:	\$6,980.95
Total:	\$171,040.13

Prices are firm until 3/13/2012

SC Cisco Contract#
4400002749 - Network

Please make the purchase order to:
CSI Technology Outfitters, Inc.
900 East Main Street, Suite T
Easley, SC 29640

Fax the purchase order to John Pressley at 864-770-2843 or email insidesales@csioutfitters.com.



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, and Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Director of Engineering and Infrastructure *RMcFee*
Dave Thomas, Purchasing Director *DThomas*
Monica Spells, Compliance Officer *MSpells*

FROM: Robert Klink, PE, County Engineer *RKlink*

SUBJ: **LAW ENFORCEMENT CENTER (LEC) SECURITY**

DATE: February 11, 2013

BACKGROUND. Beaufort County requested and received a quote from CSI Technology Outfitters to provide a new security system for the LEC building to modernize and replace the original system.

STATE CONTRACT/COMPETITIVE/NON—COMPETITIVE VENDOR. The attached quote is from CSI Technology Outfitters (State Contract Vendor) for \$116,263.75 to provide and install the security system in the LEC building. Funding for the security system installation is from the LEC CIP Account #40040011-54423 with a balance of \$315,628.

RECOMMENDATION. Public Facilities Committee approve and recommend to County Council a contract to CSI Technology in the amount of \$116,263.75 for the LEC security system installation from the funding source listed above.

REK/DC/mjh

Attachments: 1) CSI Technology Outfitters Quote #58778
2) Non Competitive Purchase Form



Non-Competitive Purchases Form



This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

- (1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-51B Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Engineering Div Requested Account Code: 40040011-54423

Description of Requested Services

Provide and Install Security System in the Law Enforcement Center

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

See attached quote #58778

Cost of Requested Services: \$116,263.75

Requested Vendor Name: CSI Technology Outfitters (Vendor # 11275) SC Contract #4400002749



Non-Competitive Purchases Form

Requested Vendor Address: 900 E. Main Street, Suite T, Easley, SC 29640

Requested Vendor Phone Number: 864-855-3900 Requested Vendor Email Address: insidesales@csioutfitters.com
John Pressley 864-770-2843

Type of Service Requested (Please check one) Construction Services Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

Standardization - CSI Technology Outfitters is a state contract vendor. CSI security system hardware/software is compatible with other County MIS infrastructure

- Warranty
- Other, if selected please specify below.

- An emergency exists that threatens the functioning of County government.
- An emergency exists that threatens the preservation or protection of County property.
- An emergency exists that threatens the health, welfare or safety of any person within the County.

What steps have been taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):



Non-Competitive Purchases Form

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Robert E. Klink, PE County Engineer Requester Signature: _____ Date: 2/14/13

Department Head Name: Robert E. Klink, PE, County Engineer Department Head Signature: _____

Date: 2/11/13

For Purchasing Completion only:

Date Received in Purchasing Department: 02/14/13

Reviewed by Purchasing Department for completeness

Date: 02/14/13

Reviewed by: [Signature]

Verified that this is the only source: Yes No NA

Comments: State Contract

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____

Computer Software Innovations Inc

900 East Main Street, Suite T
Easley, SC 29640
Phone: 864-855-3900
www.csioutfitters.com

Prepared for:

Mr. Daniel Morgan Phone: (843) 255-2600
Beaufort County Government
100 Ribaut Rd.
PO Drawer 1228
Beaufort, SC 29901 USA

Qty.	Item ID	Description	UOM	Sell	Total
	Procurement	Please let us know if you are using a Procurement Contract for this purchase Due to Contract reporting requirements, we need to know if you will be procuring the quoted items via a Procurement Contract. If you are, can you please let us know which contract you are using and include the contract number on your PO? Beaufort County LEC Security System r7 Video Surveillance System Cisco Outdoor Dome Camera (Standard Definition)			
4	CIYS-IPC-3530	Cisco Video Surveillance IP Dome Body,Outdoor, 1MP DN, IO	EA	\$775.00	\$3,100.00
4	CON-SNT-CIYSIPCB	SMARTNET 8X5XNBD CSC Video Srvlnce IP Dome Bdy Outdoor 1M	EA	\$95.92	\$383.68
4	CIYS-6KA-CTMSURF=	Ceiling Tile Surface Mount for 3520 and 6020 IP Cameras	EA	\$27.50	\$110.00
4	CIYS-6KA-PENHEAD=	Cisco Ceiling Mount for 35xx, 6k, and 7030 IP Domes	EA	\$75.00	\$300.00
4	CIYS-6KA-GNECK=	Cisco Goose Neck Mount for 35xx, 6k, and 7030 IP Domes	EA	\$75.00	\$300.00
		Cisco Indoor Dome Camera (Standard Definition)			
29	CIYS-IPC-3520	Cisco Video Surveillance IP Dome Body, Indoor, 1MP DN, IO	EA	\$637.50	\$18,487.50
29	CON-SNT-CIYSIPC3	SMARTNET 8X5XNBD CSC Video Srvlnce IP Dome Body, Ind 1MP	EA	\$78.32	\$2,271.28
19	CIYS-6KA-CTMFLSH=	Ceiling Tile Flush Mount for 3520/6020 IP Cameras	EA	\$27.50	\$522.50
10	CIYS-6KA-CTMSURF=	Surface Mount Kit for 6000 series indoor dome cameras	EA	\$27.50	\$275.00
		Cisco Dome Camera (High Definition)			

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Phone: 864-855-3900
www.csioutfitters.com

Qty.	Item ID	Description	UOM	Sell	Total
2	CIVS-IPC-6020	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	EA	\$837.50	\$1,675.00
2	CON-SNT-CIVSIPC6	SMARTNET BX5XNBD Cisco 6000 series camera	EA	\$102.96	\$205.92
2	CIVS-6KA-CTN/FLSH=	Ceiling Tile Flush Mount for 3520/6020 IP Cameras	EA	\$27.50	\$55.00
3	CIVS-IPC-7030	Cisco Video Surveillance 5MP IP Outdoor Dome Camera	EA	\$1,012.50	\$3,037.50
3	CON-SNT-CIVSIPC7	SMARTNET BX5XNBD CSC Video SrvInce 5MP IP Outdoor Dome Camera	EA	\$124.96	\$374.88
Cisco PTZ Camera (Standard Definition)					
1	CIVS-IPC-2930	Outdoor Pendant, Clear Dome, NTSC, 35x, SD PTZ IP Camera	EA	\$2,450.00	\$2,450.00
1	CON-SNT-CVIP2930	SMARTNET BX5XNBD Outdoor Pendant, Clear Dome, NTSC, 35x,	EA	\$301.84	\$301.84
1	CIVS-JOY1-USB=	USB Joystick for Operations Manager	EA	\$370.00	\$370.00
1	CON-SNT-VSJOYUSB	SMARTNET BX5XNBD CIVS-JOY1-USB=	EA	\$45.76	\$45.76
Access Control System					
15	CIAC-GW-K9	Cisco Physical Access Gateway	EA	\$475.00	\$7,125.00
15	CON-SNT-GWK9	SMARTNET BX5XNBD Cisco Physical Access	EA	\$66.88	\$1,003.20
4	CIAC-GW-IP10.	Cisco Physical Access Input Module	EA	\$275.00	\$1,100.00
4	CON-SNT-GWIP10	SMARTNET BX5XNBD Access Control 10 Input	EA	\$38.72	\$154.88
4	CIAC-GW-OP8 -	Cisco Physical Access Output Module	EA	\$275.00	\$1,100.00
4	CON-SNT-GWOP8	SMARTNET BX5XNBD Cisco Physical Access	EA	\$38.72	\$154.88
Miscellaneous Parts					
12	HID-5365EGP00	MiniProx 5365 125 kHz Mullion Mount Proximity Reader (with Pigtail) - Color: Gray	EA	\$152.00	\$1,824.00
9	RCI-F2164	F2 Series Fire Rated Offset and Centerline Latch Entry	EA	\$235.00	\$2,115.00
3	RCI-0162	0162 Rim Strike 1-3/4 x 9-3/4 Standard Finish 32D 0162 RIM STRIKE 1-3/4 X 9-3/4 STANDARD FINISH 32D	EA	\$234.42	\$703.26
2	RCI-837128	Electromagnetic Lock, 750 lbs, single minimag, aluminum finish SINGLE MINIMAG,ALUMINUM FINISH	EA	\$167.40	\$334.80

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 Easley, SC 29640
 Phone: 864-855-3900
 www.csioutfitters.com

Qty.	Item ID	Description	UOM	Sell	Total
2	RCI-831028	Electromagnetic Lock, 1500 lbs, 12/24 VDC, Single Door, Aluminum finish	EA	\$197.40	\$394.80
5	BOS-DS150I	Door Request PIR Sensor	EA	\$96.12	\$480.60
5	RCI-980MD	Push Button Door Request Switch, Momentary, non-illuminated, white w/blk trim NON-ILLUMINATED WHITE/BLK TRIM	EA	\$48.60	\$243.00
15	GES-1078CW	Magnetic Door Position Switch	EA	\$7.09	\$106.35
2	WP-652	22 AWG, 3 Twisted Pair CR Cable, 1,000 Ft Roll	EA	\$305.00	\$610.00
2	IR184BA7-50-1000B	18-4, Lock Power Wire, 1,000 Ft Roll	EA	\$204.12	\$408.24
5	2227-MISC	Miscellaneous Ty Wraps, Screws, etc, Gateway Box	EA	\$500.00	\$2,500.00
15	2227-MAT	Network Drop for Card Access Panel	EA	\$221.00	\$3,315.00
15	VOR-0812	PoE Splitter, 12VDC for PIR and Lock power locally at door	EA	\$59.00	\$885.00
19	DSC-8V500GB	Motion IDS	EA	\$159.00	\$3,021.00
5	GES-3040W	Duress Switch	EA	\$21.79	\$108.95
5	AIP-LEF-3L	3 CALL SURFACE MOUNT MASTER W/ DOOR RELEASE	EA	\$149.41	\$747.05
5	AIP-LE-SS-1G	Staninless Steel single intercom door station	EA	\$150.00	\$750.00
5	AIP-SBX-1G	Single Gang back box	EA	\$50.00	\$250.00
5	AIP-RY-PA	Relay Module	EA	\$9.50	\$47.50
5	AIP-PS-1225UL	Power Supply 12VDC for Intercome	EA	\$84.35	\$421.75
2	SL-401	Duress Strobes	EA	\$17.50	\$35.00
15	2227-MISC	Gateway Module Utility Boxes, 16 x 12 x 4, BW106BP _ Key lock 5000 series	EA	\$60.00	\$900.00
2	SS-25-4B-AIC-P	Sun Surveillance SolsticeCam Customer Supplied Arecont AV-8185 (9W @ 12VDC). Customer Supplied Arecont Heater & Blower (11W @ 12VDC, 18 hrs/day duty cycle). Customer Supplied Fluidmesh FM 1100 HW wireless node. Solar power system sized for Greenwood, SC. Top of the Pole Solar Panel Mount. Charge Controller. Sealed Lead Acid Absorbent Glass Mat Batteries to provide a minimum of 5 days of battery backup. Outdoor rated lockable battery and electronics enclosure (Pole Mount Brackets included).	EA	\$5,837.00	\$11,674.00

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Qty.	Item ID	Description	UOM	Sell	Total
		Enclosure battery compartment extensions. System comes prewired and mounted to aluminum 20ft x 6 in O.D. hinged pole for turnkey installation.			
3	FM1100M-HW	Fluidmesh 1100 MITO, single MIMO radio device, 1 Mbit/s Ethernet Throughput, 4.9-5.8 GHz with integrated panel antennas. Two (2) Ethernet Ports.	EA	\$545.97	\$1,637.91
2	FM1100M-10	Includes passive PoE injector and AC 90-240V Power Supply. Enable 10Mbit/s ethernet throughput in FM1100M Devices	EA	\$721.46	\$1,442.92
1	FM1100M-30	Enable 30Mbit/s ethernet throughput in FM1100M Devices	EA	\$1,014.00	\$1,014.00
2	1101-1109	Transtector Wireless surge protection device at pole	EA	\$135.35	\$270.70
		Advanced Services			
1	INST-DII-EXPANDED	Setup, Configure and Install Hardware	EA	\$30,265.00	\$30,265.00

Item Total:	\$111,409.65
Tax at 6.000%:	\$4,854.10
Total:	\$116,263.75

Prices are firm until 3/13/2013

SC Cisco Contract#
4400002749 - Network

Please make the purchase order to:
CSI Technology Outfitters, Inc.
900 East Main Street, Suite T
Easley, SC 29640

Fax the purchase order to Sheldon Pettigrew at CSI at 864.307.2254 or email to insidesales@csioutfitters.com



Technology Outfitters
Computers. Software. Innovations.

Quote 58778

Date 2/14/2013

Computer Software Innovations Inc

900 East Main Street, Suite T

Easley, SC 29640

Phone: 864-855-3900

www.csioutfitters.com



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *G Kubic*
Bryan Hill, Deputy County Administrator *BH*
Josh Gruber, County Attorney *JG*
Robert McFee, Division Director of Engineering & Infrastructure *Robert McFee*

FROM: Robert Klink, PE, County Engineer *R Klink*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way or Easement Documentation – Halifax Drive**

DATE: November 20, 2012

BACKGROUND. Halifax Drive is a County maintained dirt road that is included in Dirt Road Design Build Improvement Contract #46. Contract #46 was awarded by County Council on 3/12/12. Halifax Drive is located on St. Helena Island.

Since May 2012, the Engineering Division and the design-build contractor team have been working under guidance that Beaufort County can no longer pave a County dirt road based on presumption of prescriptive right. Rather, it must assure that the County possess a deeded right-of-way, signed right-of-way document, or signed easement document from each adjoining property owner along the dirt road identified for paving.

Engineering Division staff has had limited success in obtaining documents and has identified Halifax Drive as a dirt road for consideration for condemnation of property. As a result of field meetings with property owners and County Council Representatives, sixteen of the twenty property owners have signed for the road to be paved. Condemnation of the remaining four parcels will allow paving of Halifax Drive to proceed.

Staff and design-build contractor team are therefore presenting this information for committee review and are recommending that the remaining required right-of-way be condemned.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council to authorize proceeding with condemnation of the remaining required right-of-way for Halifax Drive.

REK/DS/mjh

Attachments: 1) Andrews & Burgess Right of Way Status Plans
2) Location Map

cc: Eddie Bellamy

**HALIFAX RD, FROGMORE
EX. 50' ROW
ACQUIRED ROW FROM 16/20 (80%)
PROPERTY OWNERS**



RIGHT OF WAY NOT GRANTED

ID	Name	Address 1	City	State	Zip	TMS	STATUS
1	Emma Gardner (Kevin Washington)	1432 Sea Island Parkway	St. Helena Island	SC	29920-0322	BL00 014 000 189A 0000	VERBAL APPROVAL
2	Emma Gardner (Kevin Washington)	1432 Sea Island Parkway	St. Helena Island	SC	29920-0322	BL00 014 000 0245 0000	VERBAL APPROVAL
3	Doreen J. Plyler	Po Box 923	St. Helena Island	SC	29920	BL00 014 000 190C 0000	
4	Gloris Lawver	8 Le Chene Circle	Beaufort	SC	29906	BL00 014 000 190B 0000	VERBAL APPROVAL

ROW Acquisition Timeline

Initial letters sent to all property owners 9/14/12
 Community Meeting held 9/27/12
 Delivered unsigned deeds to Mr. Rodney Small 10/17/12
 Had follow up community meeting with holdouts 11/19/12
 2nd Follow-up letters sent to remaining property owners 12/6/12

WE RECOMMEND CONDEMNATION OF MS. PLYLER'S ROW

RECEIVED VERBAL APPROVAL

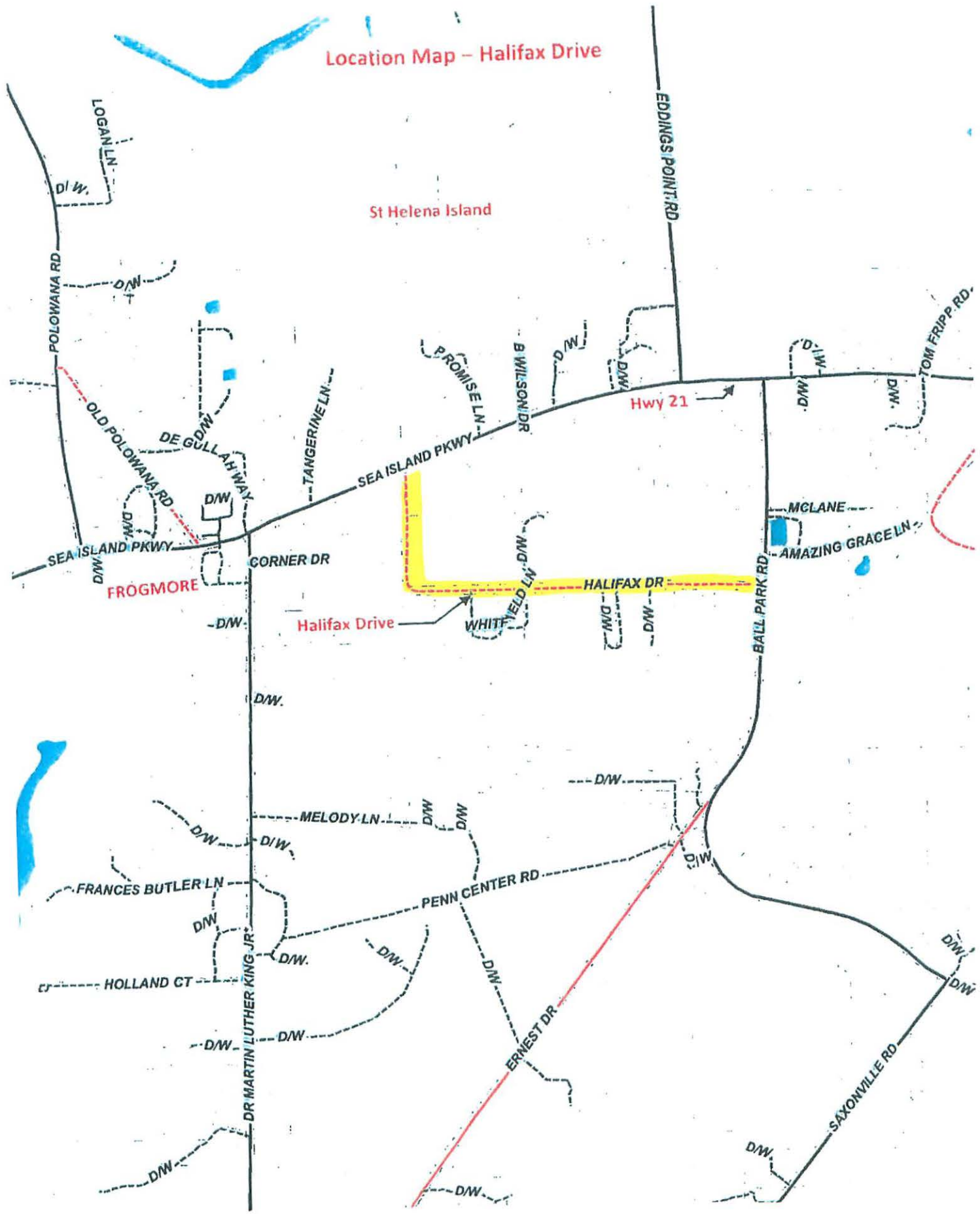
RECEIVED VERBAL APPROVAL

RIGHT-OF-WAY ACQUISITION MAP

Andrews & Burgess Inc.
 Engineering & Surveying

40A Shanklin Road
 Beaufort, SC 29906
 843.466.0369
 Fax 843.466.9766

Location Map - Halifax Drive



St Helena Island

Hwy 21

FROGMORE

Halifax Drive

LOGAN LN

POLOWANA RD

OLD POLOWANA RD

SEA ISLAND PKWY

DE GULLAH WAY

CORNER DR

TANGERINE LN

SEA ISLAND PKWY

PROMISE LN

B WILSON DR

WHITFIELD LN

HALIFAX DR

BALL PARK RD

MCLANE

AMAZING GRACE LN

TOM FRIPP RD

EDDINGS POINT RD

DR MARTIN LUTHER KING JR

MELODY LN

FRANCES BUTLER LN

PENN CENTER RD

HOLLAND CT

ERNEST DR

SAXONVILLE RD

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COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY PLANNING DIVISION
Multi-Government Center • 100 Ribaut Road, Room 115
Post Office Drawer 1228, Beaufort SC 29901-1228
Phone: (843) 255-2140 • FAX: (843) 255-9432

TO: Public Facilities Committee, Beaufort County Council
FROM: Anthony Criscitiello, Beaufort County Planning Director
DATE: February 22, 2013
SUBJECT: **Parkers Encroachment Across the Spanish Moss Trail**

The Beaufort County Planning Department by virtue of the Comprehensive Plan is required to provide a staff recommendation to the Public Facilities Committee of County Council regarding the requested easement across the Spanish Moss Trail to provide access to a Parkers Convenience Store (see attached map). After careful consideration of the importance of the Spanish Moss Trail both as a non-motorized transportation corridor and a recreational amenity; the responsibility that Beaufort County has in implementing and maintaining the trail; and the potential threats to the safety of pedestrians and cyclists posed by the proposed at-grade crossing, the Planning Department recommends against providing an easement across the trail unless there is a grade separation between the access road and the trail.

Importance of the Spanish Moss Trail: The Spanish Moss Trail is unique to northern Beaufort County because it provides the only opportunity for an “off-road” non-motorized transportation corridor. It allows cyclists and pedestrians to be safely removed from automobile traffic while providing a direct transportation corridor that links neighborhoods, employment centers, retail and services. The Northern Beaufort County Greenway and Blueway Master Plan (2002) recognized the importance of the trail and identified it as a “spine trail” that would link smaller trails, sidewalks and neighborhoods together to create a non-motorized transportation network. The Transportation chapter of the Beaufort County Comprehensive Plan (2010) emphasizes the importance in investing in alternative modes of transportation, such as trails, to reduce vehicle miles travelled on our highways and to provide transportation mode choices to County residents.

Beaufort County’s Role in Implementing the Trail: Beaufort County plays an important role in the development of the Spanish Moss Trail having been granted a surface easement by Beaufort Jasper Water Sewer Authority for the specific purpose of developing a linear park. That puts the County in a unique position as being caretakers of the trail, ensuring that the integrity of the right-of-way is maintained and that the trail is implemented in a timely fashion and to acceptable standards. As a result, Beaufort County must carefully consider the impacts that encroachments will have on the safety and quality of the trail.

Concerns about the Encroachment: Planning Staff has many concerns about crossing the trail at-grade in the location shown on the accompanying drawing.

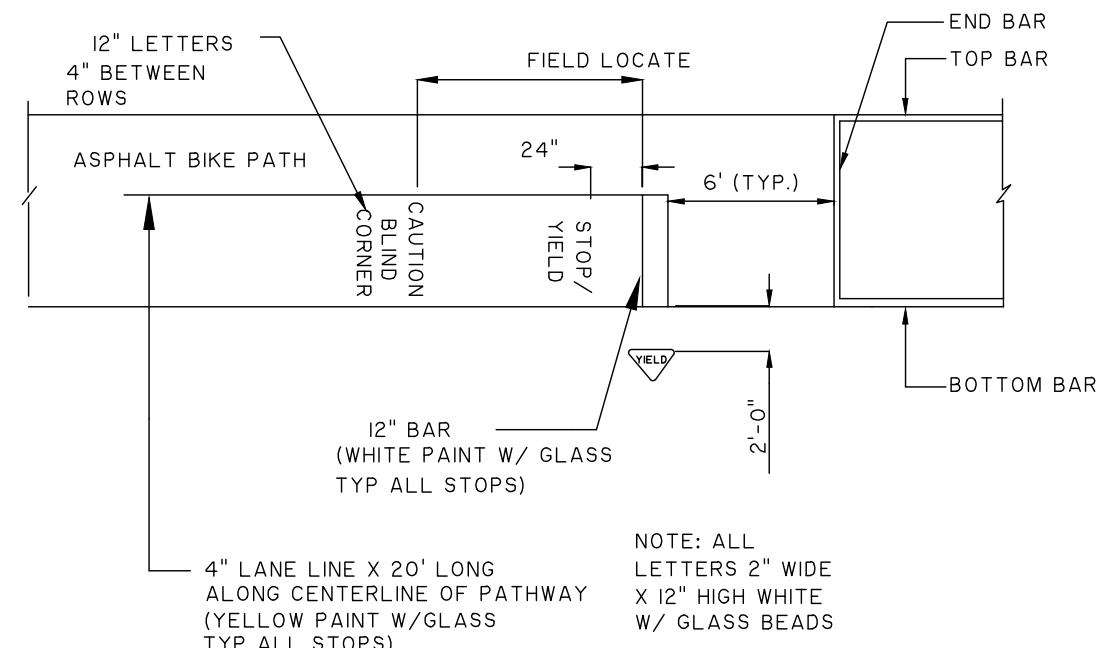
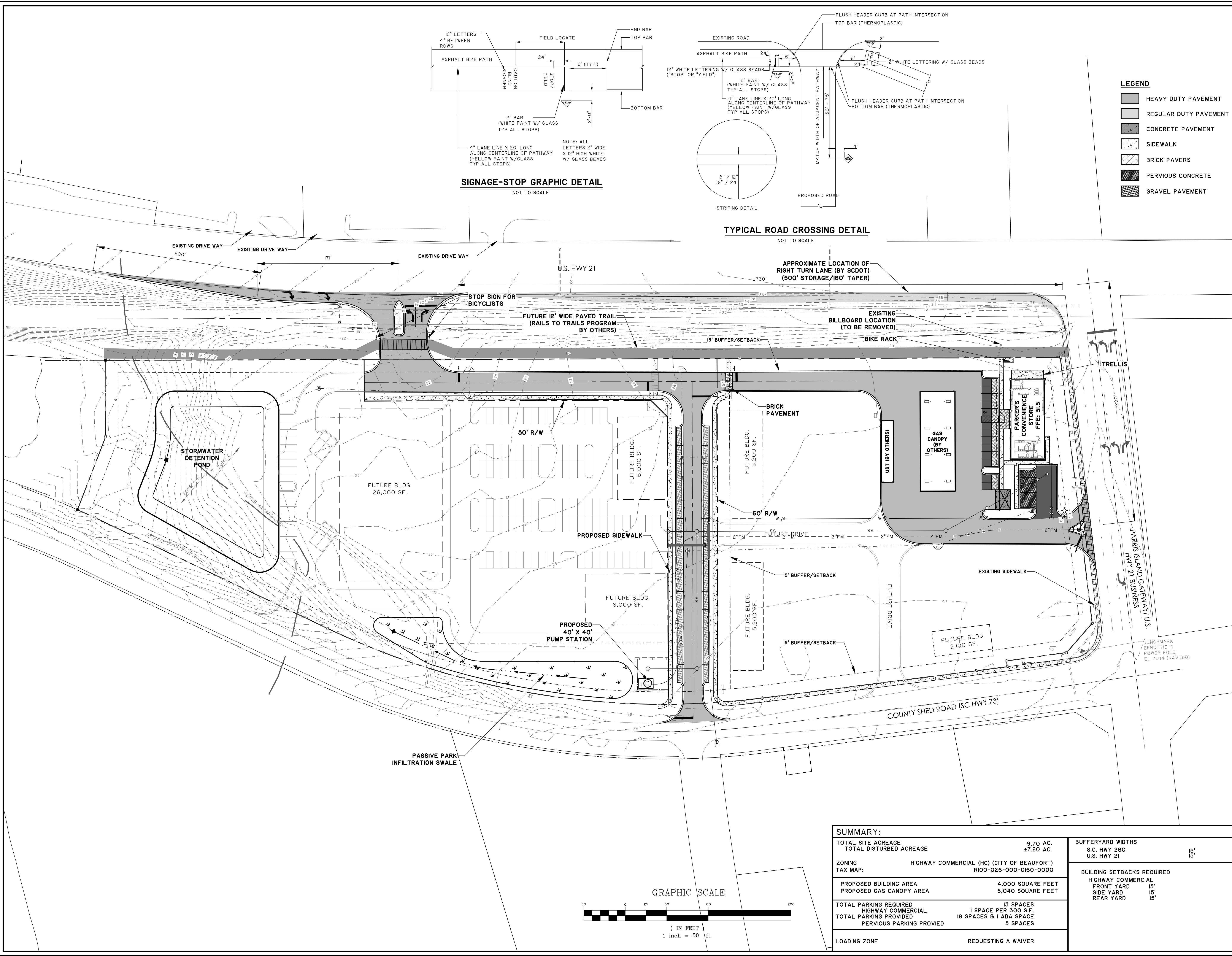
1. The proposed encroachment location increases the risk of accidents between cars and non-motorized traffic. Cars approaching Parkers from the southbound lane will be coming off of a high-speed (50 mph), auto-oriented highway and may not slow down adequately before approaching the trail. In addition, the trail is not directly adjacent to or visible from the highway north of the site until one is very close to the proposed access road. If a motorist is not familiar with the trail, there is a possibility that they will not be mindful of cyclists and pedestrians as they try to access the convenience store increasing the risk of accidents at the proposed trail crossing.

2. The proposed encroachment will place the trail within the stacking area for cars exiting the Parkers convenience store. The Traffic Impact Analysis for Parkers has shown that there will be considerable delays for cars seeking to make a left turn from Parkers at the proposed access onto US 21. In similar locations in Beaufort County where there is a non-signalized intersection, motorists frequently take risks pull out into traffic as they get impatient waiting for a clearing in traffic. This hazardous traffic situation created by the access road to Parkers will only further marginalize pedestrians and cyclists.
3. Taking action to grant the encroachment across the trail would create hazards to pedestrians and cyclists that would not otherwise exist if no action was taken. There are other crossings along the trail that present hazards, such as SC 170, Broad River Boulevard, and Parris Island Gateway that will need to be carefully addressed to ensure safety. However, these conditions existed before the County was granted the surface easement for the trail. Granting the proposed encroachment across the trail would create a new potentially hazardous intersection and would also create the expectation that the County would grant future encroachments across the trail to provide access to development.

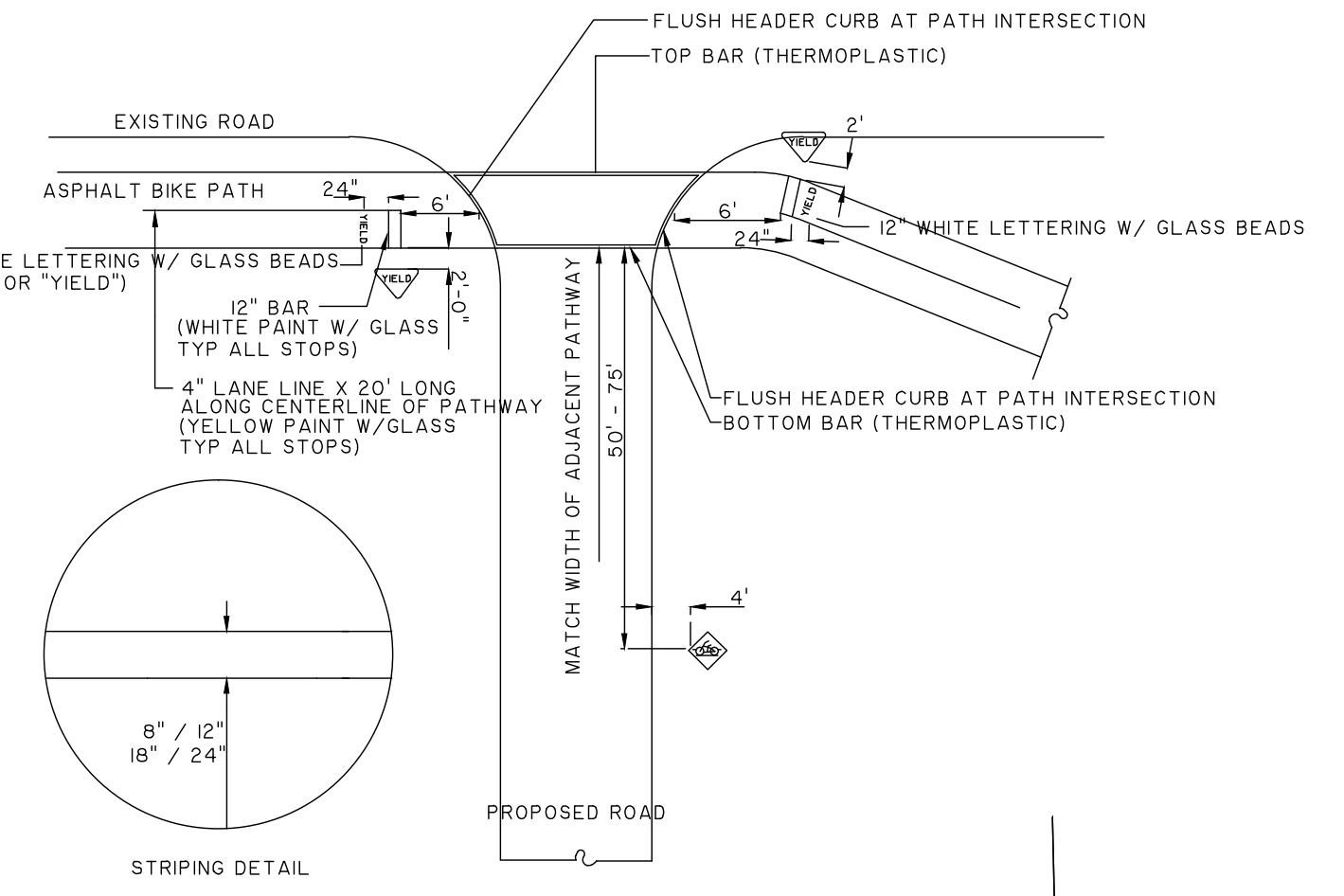
Staff Recommendation: Planning Staff recommends that County Council provide conditional approval of the proposed encroachment across the Spanish Moss Trail with the following condition:

- The Parkers access road that would cross the Spanish Moss Trail shall provide a tunnel with adequate clearance underneath to provide cyclists and pedestrians safe and unimpeded travel.

J:\Projects\Comm\121416 - Hwy 280\121416 Master Plan.dwg Date: 2/22/2012 2:53:59 PM

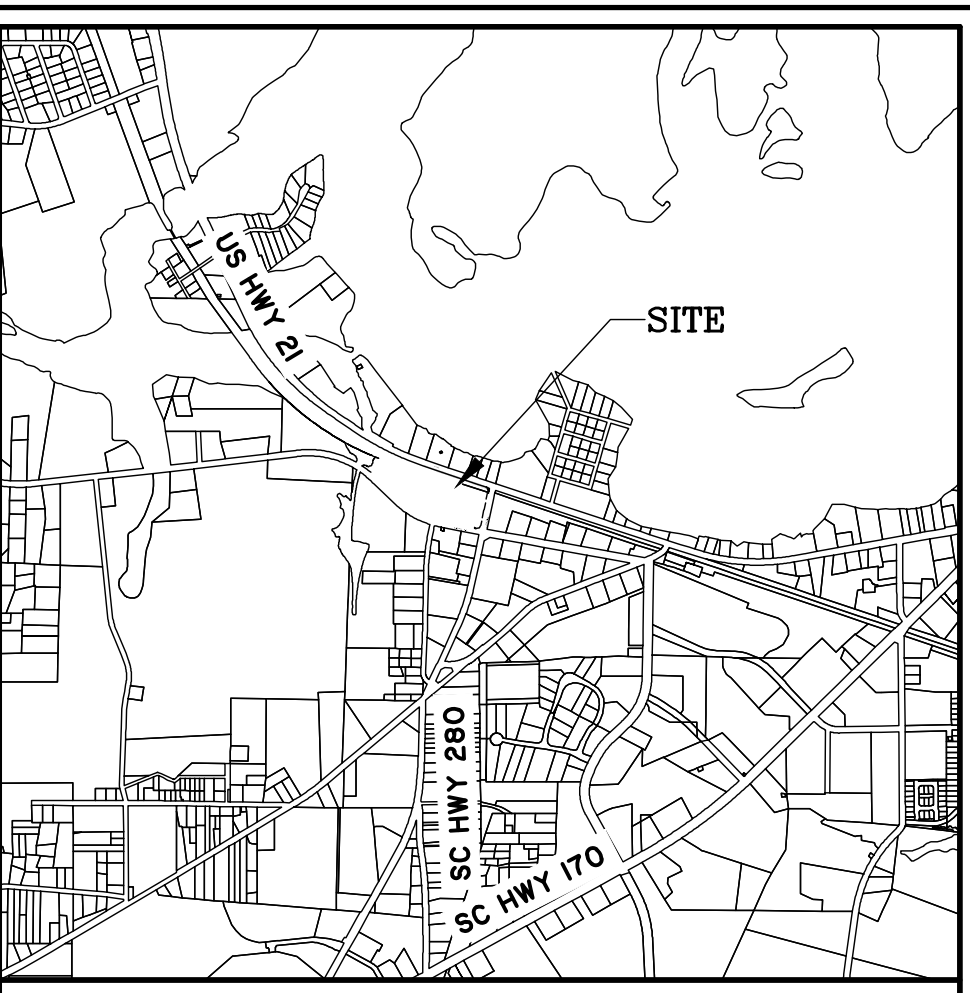


SIGNAGE-STOP GRAPHIC DETAIL
NOT TO SCALE

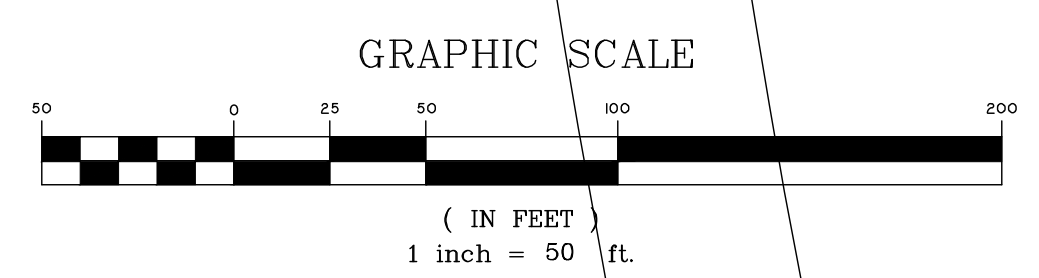
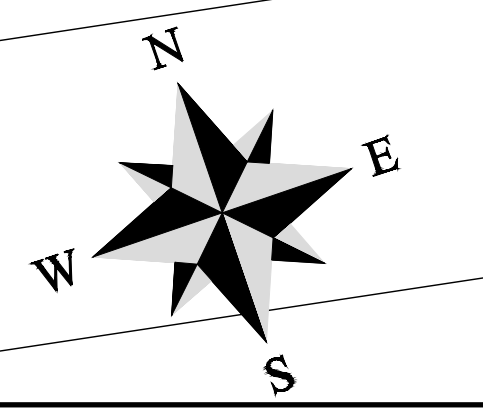


TYPICAL ROAD CROSSING DETAIL
NOT TO SCALE

- LEGEND**
- HEAVY DUTY PAVEMENT
 - REGULAR DUTY PAVEMENT
 - CONCRETE PAVEMENT
 - SIDEWALK
 - BRICK PAVERS
 - PERVIOUS CONCRETE
 - GRAVEL PAVEMENT



- NOTES:**
1. PLAN IS CONCEPTUAL ONLY AND MUST BE REVIEWED AND APPROVED BY VARIOUS GOVERNMENTAL AGENCIES.
 2. BOUNDARY INFORMATION EXTRACTED FROM "BOUNDARY SURVEY 9.701 ACRES BEING THE LANDS OF MANY M'S LLC", AS PREPARED BY THOMAS & HUTTON AS SIGNED BY STEWART W. SPENCER SCRLS NO. 27743
 3. OWNER INFO:
GREGORY M. PARKER, INC.
222 DRAYTON STREET
SAVANNAH, GA 31401
(P) (912) 231-1001
(F) (912) 231-0030
CONTACT: GREG PARKER
 4. AGENT INFO:
THOMAS & HUTTON
P.O. BOX 2727
SAVANNAH, GA. 31402-2727
(P) (912) 234-5300
(F) (912) 234-2950
CONTACT: RUSTY WINDSOR



SUMMARY:	
TOTAL SITE ACREAGE	9.70 AC.
TOTAL DISTURBED ACREAGE	7.20 AC.
ZONING	HIGHWAY COMMERCIAL (HC) (CITY OF BEAUFORT)
TAX MAP:	R100-026-000-0160-0000
PROPOSED BUILDING AREA	4,000 SQUARE FEET
PROPOSED GAS CANOPY AREA	5,040 SQUARE FEET
TOTAL PARKING REQUIRED	13 SPACES
HIGHWAY COMMERCIAL	1 SPACE PER 300 S.F.
TOTAL PARKING PROVIDED	18 SPACES & 1 ADA SPACE
PERVIOUS PARKING PROVIDED	5 SPACES
LOADING ZONE	REQUESTING A WAIVER

BUFFERYARD WIDTHS	
S.C. HWY 280	15'
U.S. HWY 21	15'
BUILDING SETBACKS REQUIRED	
HIGHWAY COMMERCIAL	
FRONT YARD	15'
SIDE YARD	15'
REAR YARD	15'

MASTER PLAN
PARKER'S
CONVENIENCE
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JOB NO: J-23461	DATE: DECEMBER 18, 2012
DRAWN: JRW	SCALE: 1" = 50'
REVIEWED: KMS	SHEET: 1 OF 1



COUNTY COUNCIL OF BEAUFORT COUNTY

Multi Government Center ♦ 100 Ribaut Road
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-6050 FAX (843) 255-9492

Morris C. Campbell
Executive Director
Community Services

DATE: February 20, 2013

TO: Honorable William L. McBride, Chairman, Community Services Committee

FROM: Morris C. Campbell, ES, Community Services

RE: CDBG Needs Assessment Prioritization for 2013

This memo is to provide the Community Services Committee information regarding the priority rankings of the previous year and guidance on how they should be done this year. For year 2012, the Committee recommended, and County Council approved the following programs priority rankings:

- 1) Community Infrastructure
- 2) Community Enrichment
- 3) Village Renaissance
- 4) Business Development

Beaufort County currently has one open CDBG grant. This grant, \$388,000, will be used to install water lines in the Burton area.

Based on guidance from Michelle Knight, LCOG Director of Community & Development Program, the priority rankings should be stated in community needs instead of by Community Development Block Grant (CDBG) programs. Using the 2012 rankings as a base, the rankings would have read (examples only):

- 1) Water, sewer, and/or drainage improvements in LMI areas of the county (you may name specific areas in general as part of the ranking).
- 2) Improvements to public facilities
- 3) Multiple neighborhood improvements in certain neighborhood(s) base on their existing neighborhood(s) plan.
- 4) Infrastructure to support new and existing businesses

During Council's public hearing on CDBG grants two items were specifically mentioned. One was neighborhood improvements for safety purposes in the Salem Road area and the other was multiple improvements to the Penn Center Historic District. Using the ranking procedure outlined above, both of these would fall under the need described in #3.

Honorable William L. McBride

February 20, 2013

Page 2

Staff recommends the following rankings for 2013:

- 1) Multiple neighborhood improvements**
- 2) Water, sewer, and/or drainage improvements**
- 3) Infrastructure to support new and existing businesses**
- 4) Improvement to public facilities**

Please let us know if you have any questions or how we can assist further. Thank you.

**c: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator
Tony Criscitiello, County Planning Director**

RESOLUTION 2013 /

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

WHEREAS, the mission of South Carolina Department of Disabilities and Special Needs (SC-DDSN) and the Beaufort County Disabilities and Special Needs (DSN) is to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities and achieving life goals, and minimizing the occurrence and reduction of the severity of disabilities through prevention; and

WHEREAS, the County Council of Beaufort recognizes the challenges facing persons with intellectual and developmental disabilities (consumers), such as: the consumers' chronic needs to have permanent interaction with numerous agencies and organizations, including, but not limited to: hospital personnel, physicians' office personnel, mental health providers, educators, vocational training experts, rehabilitation experts, transportation service providers, crisis intervention and management providers, advocates, and social service workers; and

WHEREAS, the County Council of Beaufort recognizes the limitations of the medical care model of service coordination, called Targeted Case Management (TCM) (assessment, care planning, referral and linkage and monitoring and follow-up), in that TCM fails to meet the chronic and special needs of SC-DDSN consumers; and

WHEREAS, the County Council of Beaufort supports SC-DDSN's Support Coordination model of service coordination to maintain quality of life that maximizes consumers' function, provides for their safety; furnishes their potential for independence and productivity; ensures their good health, integration into our community, and contribution to our community; and

WHEREAS, the County Council of Beaufort recognizes that DSN service coordinators face increasing caseloads during 2013 from 40 to 45 per service coordinator position, increasing caseloads in 2014 from 45 to 55 per service coordinator position, and increasing caseloads in 2015 from 55 to 110 per service coordinator position.

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Beaufort: (1) encourages the State legislature to address the extension of waivers to allow SC-DDSN to include these needed services as a revision to existing Medicaid waivers; (2) adopts the expanded duties of support coordination service providers to be included as part of Targeted Case Management; and (3) commits to supporting short term funding to maintain support coordination services to 40 caseloads per service coordinator.

DONE this ____ day of February, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

AN ORDINANCE

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

WHEREAS, by action previously taken, the County Council of Beaufort County, South Carolina which is the governing body of Beaufort County, South Carolina (the "**County Council**"), ordered that a public hearing on the question of the issuance of not exceeding \$6,000,000 of general obligation bonds (the "**Bonds**") of the Lady's Island-St. Helena Island Fire District, South Carolina (the "**District**") be held in the large meeting room of the Bluffton Branch Library, located at 210 Palmetto Way, Bluffton, South Carolina 29910, on the 25th day of February, 2013 at 6:00 p.m., and notice of such hearing has been duly published once a week for three successive weeks in The Beaufort Gazette, a newspaper of general circulation in Beaufort County; and

WHEREAS, the said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189, enacted at the 1974 Session of the South Carolina General Assembly and approved July 9, 1974, now codified as Article 5 of Chapter 2 of Title 6 (Sections 6-11-810 through 6-11-1050, inclusive) (hereinafter called the "**Enabling Act**") of the Code of Laws of South Carolina, 1976, as amended (the "**Code**"), to make a finding as to whether or not the Bonds should be issued; and

NOW THEREFORE, BE IT ORDAINED, by the County Council in a meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "**Ordinance**") is in all respects true and correct.

Section 2. On the basis of the facts before County Council and those adduced at the public hearing held on February 25, 2013, it is found and determined that the Board of Fire Control of the Lady's Island-St. Helena Island Fire District, the governing body of the District (the "**Board**"), should be authorized to issue the Bonds.

Section 3. The County Council finds that the Board should issue the Bonds in an amount of not exceeding \$6,000,000 as a single issue or from time to time as several separate issues, as the District shall determine.

Section 4. The County Council hereby authorizes the Board to issue the Bonds in an aggregate principal amount of not exceeding \$6,000,000, as a single issue or from time to time as several separate issues as the Board shall determine, in order to defray (A) the costs of (i) constructing and equipping a fire station and headquarters facility, including any costs incurred in acquiring any real property therefor, (ii) acquiring and equipping fire apparatus, including,

without limitation, two pumper trucks, (iii) restructuring and refinancing existing obligations, and (iv) rehabilitating, repurposing, demolishing, or improving existing structures of the District (collectively, the "**Project**"); and (B) the costs of issuance of the Bonds. The Board estimates that the cost of the Project, together with the costs of issuance of the Bonds will not exceed \$6,000,000. For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax without limit on all taxable property within the District sufficient to pay such principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor.

Section 5. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 6. A certified copy of this Ordinance shall forthwith be transmitted to the Board to advise it of the action taken by the County Council, whereby the Board has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds in the aggregate principal amount of not exceeding \$6,000,000.

Section 7. Notice of the adoption of this Ordinance, in substantially similar form to that attached hereto as Exhibit A, shall be published in The Beaufort Gazette for three successive weeks from the date hereof.

DONE AT BEAUFORT, SOUTH CAROLINA, this 25th day of February, 2013.

BEAUFORT COUNTY COUNCIL

(SEAL)

Chairman

Attest:

Clerk

First Reading: January 28, 2013
Second Reading: February 11, 2013
Public Hearing:
Third Reading:

**NOTICE PURSUANT TO SECTIONS 6-11-870 AND 11-27-40(8)
OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Sections 6-11-870 and 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, as follows:

Following a public hearing held on February 25, 2013, the County Council of Beaufort County (the "**County Council**"), the governing body of Beaufort County, South Carolina (the "**County**") adopted that certain ordinance, entitled "AN ORDINANCE FINDING THAT THE LADY'S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, MAY ISSUE NOT EXCEEDING \$6,000,000 OF GENERAL OBLIGATION BONDS AND TO PROVIDE FOR THE PUBLICATION OF NOTICE OF THE SAID FINDING AND AUTHORIZATION" on February 25, 2013 (the "**Ordinance**");

The Lady's Island-St. Helena Island Fire District, South Carolina (the "**District**"), created as a special purpose district and established in the County as a body politic and corporate pursuant to the provisions of Act No. 1727 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1972, as amended, has been authorized by the provisions of the Ordinance to issue not exceeding \$6,000,000 of general obligation bonds of the District (the "**Bonds**") as a single issue or from time to time as several separate issues, in order to defray (A) the costs of (i) constructing and equipping a fire station and headquarters facility, including any costs incurred in acquiring any real property therefor, (ii) acquiring and equipping fire apparatus, including, without limitation, two pumper trucks, (iii) restructuring and refinancing existing obligations, and (iv) rehabilitating, repurposing, demolishing, or improving existing structures of the District (collectively, the "**Project**"); and (B) the costs of issuance of the Bonds;

For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District will be irrevocably pledged, and there will be levied annually a tax without limit on all taxable property within the area of the District sufficient to pay the principal of and interest on the Bonds as they respectively mature, and to create such sinking fund therefor;

No election has been ordered in the District upon the question of the issuance of the Bonds; and

Any persons affected by the action aforesaid of the County Council may by action de novo instituted in the Court of Common Pleas for the County within twenty (20) days following the last publication of this Notice, but not afterwards, challenge the action of the County Council.

COUNTY COUNCIL OF BEAUFORT COUNTY

AN ORDINANCE

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

WHEREAS, the Board of Fire Control of the Lady's Island-St. Helena Island Fire District (the "***Board of Fire Control***"), the governing body of the Lady's Island-St. Helena Island Fire District, South Carolina (the "***District***"), has determined that the best interests of the District will be served through the clarification and confirmation of its area and boundaries (its Service Area, as hereinafter defined) within Beaufort County, South Carolina (the "***County***");

WHEREAS, such clarification and confirmation of the Service Area will aid in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District and will provide the certainty necessary for the District to comply with federal securities laws and its attendant disclosure obligations;

WHEREAS, by action previously taken, the County Council of Beaufort County, South Carolina, which is the governing body of the County (the "***County Council***"), ordered that a public hearing on the question of the clarification and confirmation of the Service Area be held in the Beaufort County Council Chambers, located at 100 Ribaut Road, Beaufort, South Carolina 29902, on the 11th day of March, 2013, at 6:00 p.m., and notice of such hearing was published once a week for three (3) successive weeks in *The Beaufort Gazette*, a newspaper of general circulation in the County; and

WHEREAS, the said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Sections 6-11-410 through 6-11-650, inclusive (the "***Enabling Act***"), of the South Carolina Code of Laws of South Carolina, 1976, as amended (the "***Code***"), to make a finding as to whether or not to clarify and confirm the Service Area.

NOW THEREFORE, BE IT ORDAINED, by the County Council in a meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "***Ordinance***") is in all respects true and correct.

Section 2. On the basis of the facts before the County Council and adduced at the public hearing held on March 11, 2013, the County Council, in order to aid the District in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District, hereby confirms the Service Area.

Section 3. The area of the District is hereby confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady's and St. Helena Islands, and those islands in the immediate vicinity, but excludes that area of Lady's Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The Service Area is generally bounded as follows:

To the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek.

The Service Area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady's, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw. (This Section 3, the "***Service Area.***")

Section 4. The County hereby expressly authorizes service by the District within the Service Area and confirms and designates the District as the provider of fire service in the Service Area pursuant to Section 6-11-435 of the Code of Laws of South Carolina, 1976, as amended.

Section 5. The District is not precluded from providing service to any portion of the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

Section 6. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds will be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in District.

Section 7. In connection with the action taken in this Ordinance, it is not anticipated that there will be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control.

Section 8. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 9. A certified copy of this Ordinance shall forthwith be transmitted to the Board of Fire Control to advise it of the action taken by the County Council.

Section 10. Pursuant to Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, the County Council will cause the required notice, in substantially similar form to that attached hereto as Exhibit A, of its action hereunder to be published in accordance with the provisions of that section.

DONE AT BEAUFORT, SOUTH CAROLINA, this 11th day of March, 2013.

BEAUFORT COUNTY COUNCIL

(SEAL)

Chairman

Attest:

Clerk to County Council

First Reading: February 11, 2013

Second Reading:

Public Hearing:

Third Reading:

Exhibit A

**NOTICE PURSUANT TO SECTION 6-11-470 OF
THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, as follows:

1. Following a public hearing held on March 11, 2013, the County Council of Beaufort County (the “**County Council**”), the governing body of Beaufort County, South Carolina (the “**County**”), enacted an ordinance entitled “AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO” on March 11, 2013 (the “**Ordinance**”);

2. Pursuant to the Ordinance, the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina (the “**District**”), are confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady’s and St. Helena Islands, and those islands in the immediate vicinity, but excluding that area of Lady’s Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The area is generally bounded to the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek. This area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady’s, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw (this Section 2, collectively, the “**Service Area**”).

3. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds would be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in the Service Area.

4. In connection with the action taken in the Ordinance, there will not be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control of the District.

5. The District is not precluded from providing fire service to any area within the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

COUNTY COUNCIL OF BEAUFORT COUNTY

AN ORDINANCE

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

WHEREAS, the Board of Fire Control of the Lady's Island-St. Helena Island Fire District (the "**Board of Fire Control**"), the governing body of the Lady's Island-St. Helena Island Fire District, South Carolina (the "**District**"), has determined that the best interests of the District will be served through the clarification and confirmation of its area and boundaries (its Service Area, as hereinafter defined) within Beaufort County, South Carolina (the "**County**");

WHEREAS, such clarification and confirmation of the Service Area will aid in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District and will provide the certainty necessary for the District to comply with federal securities laws and its attendant disclosure obligations;

WHEREAS, by action previously taken, the County Council of Beaufort County, South Carolina, which is the governing body of the County (the "**County Council**"), ordered that a public hearing on the question of the clarification and confirmation of the Service Area be held in the Beaufort County Council Chambers, located at 100 Ribaut Road, Beaufort, South Carolina 29902, on the 11th day of March, 2013, at 6:00 p.m., and notice of such hearing was published once a week for three (3) successive weeks in *The Beaufort Gazette*, a newspaper of general circulation in the County; and

WHEREAS, the said public hearing has been duly held at the above time, date and place and said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard and it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Sections 6-11-410 through 6-11-650, inclusive (the "**Enabling Act**"), of the South Carolina Code of Laws of South Carolina, 1976, as amended (the "**Code**"), to make a finding as to whether or not to clarify and confirm the Service Area.

NOW THEREFORE, BE IT ORDAINED, by the County Council in a meeting duly assembled:

Section 1. It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "**Ordinance**") is in all respects true and correct.

Section 2. On the basis of the facts before the County Council and adduced at the public hearing held on March 11, 2013, the County Council, in order to aid the District in the provision of accurate information concerning the Service Area to potential purchasers of general obligation bonds of the District, hereby confirms the Service Area.

Section 3. The area of the District is hereby confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady's and St. Helena Islands, and those islands in the immediate vicinity, but excludes that area of Lady's Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The Service Area is generally bounded as follows:

To the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek.

The Service Area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady's, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw. (This Section 3, the "***Service Area.***")

Section 4. The County hereby expressly authorizes service by the District within the Service Area and confirms and designates the District as the provider of fire service in the Service Area pursuant to Section 6-11-435 of the Code of Laws of South Carolina, 1976, as amended.

Section 5. The District is not precluded from providing service to any portion of the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

Section 6. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds will be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in District.

Section 7. In connection with the action taken in this Ordinance, it is not anticipated that there will be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control.

Section 8. The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

Section 9. A certified copy of this Ordinance shall forthwith be transmitted to the Board of Fire Control to advise it of the action taken by the County Council.

Section 10. Pursuant to Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, the County Council will cause the required notice, in substantially similar form to that attached hereto as Exhibit A, of its action hereunder to be published in accordance with the provisions of that section.

DONE AT BEAUFORT, SOUTH CAROLINA, this 11th day of March, 2013.

BEAUFORT COUNTY COUNCIL

(SEAL)

Chairman

Attest:

Clerk to County Council

First Reading: February 11, 2013

Second Reading:

Public Hearing:

Third Reading:

Exhibit A

**NOTICE PURSUANT TO SECTION 6-11-470 OF
THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED**

Notice is hereby given pursuant to the provisions of Section 6-11-470 of the Code of Laws of South Carolina, 1976, as amended, as follows:

1. Following a public hearing held on March 11, 2013, the County Council of Beaufort County (the “**County Council**”), the governing body of Beaufort County, South Carolina (the “**County**”), enacted an ordinance entitled “AN ORDINANCE PROVIDING FOR THE CLARIFICATION AND CONFIRMATION OF THE BOUNDARIES OF THE LADY’S ISLAND-ST. HELENA ISLAND FIRE DISTRICT, SOUTH CAROLINA, THE PUBLICATION OF NOTICE OF THE SAID FINDING AND ACTION, AND OTHER MATTERS RELATING THERETO” on March 11, 2013 (the “**Ordinance**”);

2. Pursuant to the Ordinance, the boundaries of the Lady’s Island-St. Helena Island Fire District, South Carolina (the “**District**”), are confirmed as that area in which the District currently provides fire service and levies taxes therefor and generally encompasses Lady’s and St. Helena Islands, and those islands in the immediate vicinity, but excluding that area of Lady’s Island previously annexed by the City of Beaufort and the Fripp Island Public Service District. The area is generally bounded to the north by the Coosaw River; to the east by St. Helena Sound and the Atlantic Ocean; to the south by the Atlantic Ocean; and to the west by the Beaufort River and Brickyard Creek. This area includes, but is not limited to the following islands: Bay Point, Butchers, Cat, Cane, Capers, Cherry Hill Knoll, Coosaw, Dataw, Datha, Distant, Judge, Fig, Goat, Gibbs, Harbor, Horse, Hunting, Lady’s, Marsh, Morgan, Old, Phillips, Pine, Polawona, Prichards, Saw, Sheep, St. Helena and Warsaw (this Section 2, collectively, the “**Service Area**”).

3. The District anticipates issuing bonds shortly after confirmation of the Service Area in an amount not exceeding \$6,000,000 in aid of providing fire service within the Service Area. Such bonds would be secured by the full faith, credit, and taxing power of the District, and would be paid from an *ad valorem* property tax levy upon all taxable property in the Service Area.

4. In connection with the action taken in the Ordinance, there will not be a new Board of Fire Control or changes made in the personnel of the existing Board of Fire Control of the District.

5. The District is not precluded from providing fire service to any area within the Service Area pursuant to the provisions of Chapter 11 of Title 6 of the Code of Laws of South Carolina, 1976, as amended.

COUNTY COUNCIL OF BEAUFORT COUNTY