COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
COUNTY COUNCIL OF BEAUFORT COUNTY
Monday, January 12, 2015
4:00 p.m.
Council Chambers
Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

1. CAUCUS - 4:00 P.M.
   A. Discussion of Consent Agenda
   B. Discussion is not limited to agenda items
   C. Executive Session
      1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property;
      2. Receipt of legal advice for pending or threatened claims

2. REGULAR MEETING - 5:00 P.M.

3. CALL TO ORDER

4. PLEDGE OF ALLEGIANCE

5. INVOCATION – Roberts "Tabor" Vaux

6. RECOGNITION / BEAUFORT COUNTY PARKS AND LEISURE SERVICES UNDER 12 STATE CHAMPIONS

7. ADMINISTRATIVE CONSENT AGENDA
   A. Approval of Minutes – January 2, 2015 (backup) and December 8, 2014 (backup)
   B. Receipt of County Administrator's Five-Week Progress Report (backup)
   C. Receipt of Deputy County Administrator/Special Counsel's Five-Week Progress Report (backup)

D. Committee Reports (next meeting)
   1. Community Services (January 26 at 2:00 p.m., ECR)
   2. Executive (February 9 at 2:30 p.m., ECR)
   3. Finance (January 20 at 2:00 p.m., BIV #3)
   4. Governmental (February 2 at 4:00 p.m., ECR)
   5. Natural Resources (February 2 at 2:00 p.m., ECR)
   6. Public Facilities (January 20 at 4:00 p.m., BIV #3)
      a. Minutes – December 15, 2014 (backup)

8. ALICIA HOLLAND / INTRODUCTION OF CHANEL LEWIS, CONTROLLER

9. PUBLIC COMMENT

10. ADOPTION OF 2015 CAUCUS AND REGULAR MEETING SCHEDULE (backup)

11. ANNOUNCEMENT OF 2015 / 2016 COMMITTEE ASSIGNMENTS (backup)

12. ESTABLISHMENT OF 2015 HAWKERS AND PEDDLERS LICENSE FEES (backup)

13. CONSENT AGENDA

A. AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED $412,500 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND FOR DESIGN AND REHABILITATION IMPROVEMENTS FOR THE DAUFUSKIE ISLAND PIER (backup)
   1. Consideration of second reading to occur January 12, 2015
   2. Public Hearing Announcement – Monday, January 26, 2015 beginning at 6:00 p.m., Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex
   3. First reading approval occurred December 8, 2014 / Vote 11:0
   4. Public Facilities Committee discussion and recommendation to approve occurred November 17, 2014 / Vote: 5:0

B. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA (backup)
   1. Consideration of second reading to occur January 12, 2015
   2. Public Hearing Announcement – Monday, January 26, 2015 beginning at 6:00 p.m., Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex
   3. First reading approval occurred December 8, 2014 / Vote 11:0
   4. Public Facilities Committee discussion and recommendation to approve occurred November 17, 2014 / Vote: 5:0

C. AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (PROJECTS: MAINTENANCE FACILITY, FIRE ENGINE FLEET REPLACEMENT, TRAINING FACILITY AND AREA) (backup)

1. Consideration of second reading to occur January 12, 2015
2. Public Hearing Announcement – Monday, January 26, 2015 beginning at 6:00 p.m., Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Governmental Committee discussion and recommendation to approve strategic plan occurred October 6, 2014 / Vote 6:1
5. Finance Committee discussion occurred September 15, 2014

D. ZONING MAP AMENDMENT (LADY'S ISLAND) R200-15-51, -51A, -724, AND -725 (39.03 ACRES, KNOWN AS THE VILLAGE AT OYSTER BLUFF PUD), FROM LADY'S ISLAND COMMUNITY PRESERVATION (LICP) DISTRICT AND LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO PLANNED UNIT DEVELOPMENT (PUD) (backup)

1. Consideration of second reading to occur January 12, 2015
2. Public Hearing Announcement – Monday, January 26, 2015 beginning at 6:00 p.m., Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred December 8, 2014 / Vote 5:0

E. AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO AMEND COUNTY COUNCIL STIPEND FROM $40 TO $50 PER MEETING AND TO AMEND THE NUMBER OF MEETINGS FROM 144 TO 180 FOR THE FISCAL YEAR (backup)

1. Consideration of first reading to occur January 12, 2015
2. Finance Committee discussion and recommendation to approve occurred December 10, 2014 / Vote 4:2

F. 2015 ACCOMMODATIONS TAX (2%) STATE APPROPRIATIONS (backup)

1. Finance Committee discussion and recommendation to approve occurred December 10, 2014 / Vote 6:0
2. Accommodations Tax (2%) State Board discussion and recommendation to approve occurred December 3, 2014

Arts Center of Coastal Carolina	$12,000
Beaufort Black Chamber of Commerce	$75,000
Beaufort Regional Chamber of Commerce	$75,000
Beaufort Film Festival	$17,500
Beaufort Historical Society	$ 6,000
Bluffton Historical Preservation Society	$20,000
Coastal Discovery Museum	$20,000
Colleton River Plantation Club	$10,000
Community Foundation of the Lowcountry	$10,000
Daufuskie Island Foundation	$15,000
Daufuskie Island Historical Foundation	$ 3,000
Fort Fremont	$10,000
Friends of Fort Fremont	$12,000
Friends of Spanish Moss Trail	$10,000
Green's Sustainability in Golf Program	$ 6,000
Hilton Head Island Choral Society	$ 3,000
Hilton Head Island Concours d'Elegance, Inc.	$20,000
Hilton Head Island Symphony	$ 6,000
Hilton Head Island/Bluffton Chamber of Commerce	$25,000
Historic Beaufort Foundation	$ 5,000
Lowcountry Golf Club Owners Association	$12,000
Lowcountry Resort and Tourism	$30,000
Main Street Beaufort, USA	$15,000
Mitchelville Preservation Project	$30,000
NIBCC	$20,000
Penn Center Heritage Days	$30,000
The Sandbox: An Interactive Children's Museum	$ 2,500

G. WESLEY FELIX PARK PHASE 2 RENOVATIONS (CONSTRUCTION OF A NEW CONCESSION STAND, RESTROOM FACILITIES AND STORAGE BUILDING) (backup)

1. Contract award: JOCO Construction, Beaufort, South Carolina
2. Contract amount: $459,000
3. Funding source: St. Helena Island Parks and Leisure Services Impact Fees-Wesley Felix Park Renovations, Account #26550011-54451
4. Public Facilities Committee discussion and recommendation to approve occurred December 15, 2014 / Vote 7:0

14. PUBLIC HEARING – 6:00 P.M.
    A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NEEDS ASSESSMENT TO SOLICIT PUBLIC INPUT ON COMMUNITY NEEDS AND PRIORITIES FOR HOUSING, PUBLIC FACILITIES, AND ECONOMIC DEVELOPMENT (backup)
        1. Public Hearing Only

15. PUBLIC COMMENT

16. ANNOUNCEMENT / COUNCIL WORK SESSION / THURSDAY, JANUARY 22 AT 12:30 P.M., COUNCIL CHAMBERS / TOPIC: STORMWATER UTILITY 5 YEAR PROGRAM

17. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
January 2, 2015

The oath of office of the County Council of Beaufort County was held Friday, January 2, 2015 beginning at 10:00 a.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina. The purpose of the meeting was to administer the oath of office to seven members of the County Council and to elect a Chairman and Vice Chairman of Council.

County Administrator Gary Kubic chaired the meeting until the Chairman was elected.

ATTENDANCE

Council members Gerald Dawson, Brian Flewelling and William McBride. Cynthia Bensch absent.

Council members-elect Rick Caporale, Steven Fobes, Alice G. Howard, Stewart Rodman, D. Paul Sommerville, Gerald Stewart and Roberts "Tabor" Vaux.

PLEDGE OF ALLEGIANCE

Mr. Gary Kubic, County Administrator, led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Pastor Arthur Cummings, Bethel Deliverance Church, gave the invocation.

OATH OF OFFICE

The Honorable Marvin H. Dukes, III, Beaufort County Master-in-Equity, administered the oath of office to Council members-elect Rick Caporale, Steven Fobes, Alice G. Howard, Stewart Rodman, D. Paul Sommerville, Gerald Stewart and Roberts "Tabor" Vaux.

ELECTION OF CHAIRMAN

Mr. Gary Kubic, County Administrator, stated pursuant to Chapter 1, Section A, paragraph 1, of *Council's Rules of Procedures of 1985*, as amended, "Council shall elect one of its members to serve as Chairman for a two-year term on the first business day in January following each County General Election. Nominations for Chairman must be made by a Council member. Six votes shall be required to elect.

Without objection, Council will conduct this election with a vote by a show of hands.

There was no objection to a vote by a show of hands.

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Mr. Kubic entertained nominations for Chairman of County Council.

It was moved by Mr. McBride, seconded by Mr. Flewelling, who nominated Mr. Sommerville to serve as Chairman.

The County Administrator called again for nominations and receiving none, closed the nominations.

The vote: YEAS - Mr. Caporale, Mr. Dawson, Mrs. Howard, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch. Mr. Sommerville did not vote. Mr. Sommerville was elected to serve as Chairman of the 2015 / 2016 Beaufort County Council after garnering the six votes required to elect.

PASSING OF THE GAVEL

The County Administrator passed the gavel to the Chairman.

ELECTION OF VICE CHAIRMAN

Mr. Sommerville entertained nominations for Vice Chairman of County Council.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, who nominated Mr. Stewart to serve as Vice Chairman.

It was moved by Mr. Caporale, who nominated Mr. Rodman to serve as Vice Chairman.

Mr. Rodman withdrew his name from nomination.

It was moved by Mr. Vaux, seconded by Mr. Fobes, who nominated Mr. Caporale to serve as Vice Chairman.

The vote for Mr. Stewart to serve as Vice Chairman: YEAS – Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Sommerville. Mr. Stewart was elected to serve as Vice Chairman of the 2015 / 2016 Beaufort County Council after garnering the six votes required to elect.

The vote for Mr. Caporale to serve as Vice Chairman: YEAS – Mr. Caporale, Mr. Fobes, Mr. Rodman and Mr. Vaux. Mr. Caporale was unsuccessful in garnering the six votes required to elect as Vice Chairman of the 2015 / 2016 Beaufort County Council.

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ADJOURNMENT

Council adjourned at 10:20 a.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

Ratified:

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Official Proceedings
County Council of Beaufort County
December 8, 2014

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

CAUCUS

A caucus of the County Council of Beaufort County was held at 3:00 p.m., Monday, December 8, 2014, in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

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

DISCUSSION ITEMS

Council discussed removing Item 11c, Perryclear Bridge Repair / Replacement Design Build Project, from the consent agenda. Council agreed to hold its 2015 annual planning meeting at the Bluffton Branch Library.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. McBride, seconded by Ms. Von Harten, that Council go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice for pending or threatened claims. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

EXECUTIVE SESSION

RECONVENE OF REGULAR SESSION

REGULAR MEETING

The regular meeting of the County Council of Beaufort County was held at 4:00 p.m., Monday, December 8, 2014, in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

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ATTENDANCE

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

PLEDGE OF ALLEGIANCE

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

INVOCATION

Councilman William McBride gave the Invocation.

MOMENT OF SILENCE

The Chairman called for a moment of silence in remembrance of Brenda Lee Covert of Bluffton, who passed away, Wednesday, November 26, 2014 at her home. She served 20 years as Beaufort County Deputy Auditor.

Christina Ryan-Henegar of Lady's Island, who passed away, November 21, 2014 at the Joseph M. Still Burn Center in Augusta, Georgia. She graduated from Beaufort High School and spent three years in England studying dance.

SANTA'S BLESSED HELPERS

Mr. Gary Kubic, County Administrator, stated that several years ago we started a tradition on the last meeting of the calendar year to celebrate the holiday season and to remind us of the many blessings we all share as a community or individuals. Mrs. Mitzi Wagner, Disabilities and Special Needs Director, recognized the Disabilities and Special Needs consumers, who presented this year's holiday gift – a potted Christmas cactus in a hand-painted clay pot and saucer.

FAREWELL TO COUNCIL MEMBER LAURA VON HARTEN

The Chairman recognized Ms. Von Harten and unveiled a plaque representing her eight years of service as a member of the Beaufort County Council from 2007 through 2014. She served as Vice Chairman of both the Governmental Committee and Grants and Minority Affairs Committee. She was a member of several Committees: Community Services, Finance, Legislative Affairs, Lowcountry Council of Governments, Natural Resources, Northern Beaufort County Regional Plan Implementation Steering Committee, and Public Safety.

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RECOGNITION OF PHOTOGRAPHERS / 2015 BEAUFORT COUNTY LAND PRESERVATION CALENDAR / BRANCHING OUT: THE LIFE, LANDSCAPES & LOVE OF TREES IN BEAUFORT COUNTY, SOUTH CAROLINA

Mr. Gary Kubic, County Administrator, introduced the winning photographers whose work was selected for our 2015 Beaufort County Land Preservation Calendar, "Branching Out: The Life, Landscapes & Love of Trees in Beaufort County, South Carolina." This is our tenth land preservation calendar. The calendar features 14 months of photos and educational information about trees and their benefits. This is truly a local piece – residents took all the photographs within the boundaries of Beaufort County, staff provided all content and design for the calendar, and a local business, Accurate Lithography, provided printing and packaging services.

Mr. Kubic acknowledged Ms. Monica Spells, Assistant County Administrator, Civic Engagement and Outreach, for serving as the project manager. He recognized Mrs. Amanda Flake, Natural Resource Planner, who plays an important role in our land preservation efforts and always lends her expertise to the calendar project. Mrs. Terry Norris, who retired this past summer from the Planning Department, served as the graphic designer this year. Terry also designed our inaugural calendar ten years ago and has contributed to every subsequent calendar.

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

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held October 27, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve the minutes of the regular meeting held October 27, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

Review of Proceedings of the Regular Meeting held November 10, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve the minutes of the regular meeting held November 10, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

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County Administrator's Four-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Four-Week Progress Report, which summarized his activities from November 10, 2014 through December 5, 2014.

Deputy County Administrator/Special Counsel's Four-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, presented his Four-Week Progress Report, which summarized his activities from November 10, 2014 through December 5, 2014.

Committee Reports

Natural Resources Committee

Rural and Critical Lands Preservation Board

Michael Mathews

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. Mr. Michael Mathews, representing Council District 9, was appointed to serve as a member of the Rural and Critical Lands Preservation Board after garnering the six votes required to appoint.

Stormwater Management Utility Board

Laurence Meisner

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. Mr. Laurence Meisner, representing Stormwater District 6 (unincorporated Port Royal Island), was appointed to serve as a member of the Stormwater Management Utility Board after garnering the six votes required to appoint.

Marc Feinberg

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. Mr. Marc Feinberg, representing Stormwater District 9 (unincorporated Bluffton

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Township and Daufuskie Island), was appointed to serve as a member of the Stormwater Management Utility Board after garnering the six votes required to appoint.

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

APPEAL OF DATAW ISLAND CLUB, INC. BUSINESS LICENSE TAX PAYMENT

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council uphold the decision of the Business License Office and deny the appeal of the Dataw Island Club, Inc. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mrs. Bensch and Mr. Caporale. ABSENT – Mr. Vaux. The motion passed.

RECESS

HOLIDAY TREE LIGHTING

Council recessed at 5:30 p.m. in order to attend the annual holiday tree lighting event.

PUBLIC COMMENT

The Chairman recognized Mr. Tom Jacques, a resident of Rose Hill Plantation, who read a prepared statement on behalf of Ms. Julie Morringello, who is opposed to the Bluffton Parkway Phase 5B Project.

Mr. Charles Reese, a resident of Rose Hill Plantation, expressed opposition to the Bluffton Parkway Phase 5B Project.

Ms. Barbara Baxter expressed opposition to the Bluffton Parkway Phase 5B Project.

Mr. Norman Shotz expressed opposition to the Bluffton Parkway Phase 5B Project.

Mr. Terry Connor, a resident of Habersham neighborhood, stated the arrival of the F-35B and its training squadrons at MCAS Beaufort comes with one glaring omission – the absence of any effort to mitigate the negative safety and noise impact this expansion will have on the communities that surround the Air Station.

Mr. Craig Disher, a resident of Habersham neighborhood, asked Council to help persuade MCAS Beaufort to alter the flight pattern so that the most extensively used flight paths will go over undeveloped, less-populated open land, as well as to secure an alternative landing field that will greatly benefit all neighborhoods surrounding the Air Station.

Mr. Greg Irving, a resident of Habersham neighborhood, stated there are more than 400 units in Habersham and another 471 planned. These 400 units provided 2.3% of the total real property tax revenue collected by the entire County.

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CONSENT AGENDA

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED $412,500 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND FOR DESIGN AND REHABILITATION IMPROVEMENTS FOR THE DAUFUSKIE ISLAND PIER

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on first reading an ordinance to appropriate funds not to exceed $412,500 from the local (3%) accommodations tax funds to the County General Fund for design and rehabilitation improvements to the Daufuskie Island pier. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

DAUFUSKIE ISLAND PIER REHABILITATION DESIGN BUILD PROJECT

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council award a contract to Cape Romain Contractors, Inc., Wando, South Carolina in the amount of $375,000 to design and rehabilitate the Daufuskie Island pier. The total project design and rehabilitation budget is $412,500. The source of funding is local accommodations (3%) tax monies. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

BEAUFORT COUNTY MYRTLE PARK OFFICE COMPLEX RENOVATIONS

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council: (i) award a contract to Hutter Construction Corporation, Beaufort, South Carolina in the amount of $420,000 for renovations to the Myrtle Park office complex. (ii) Award a contract to the FSI Office for $47,459.05 for office furniture and fixtures. (iii) Approve a $240,000 budget for MIS (through State contract) for security and IT needs at Myrtle Park office complex. (iv) Approve a 10% project contingency of $70,000. The grand total for project funding is $777,459. The sources of funding are the 2005 CIP Program-Southern County Office Space Improvements account #40040011-54420 and 2013 CIP Program-Southern County Office Space account #40080011-54420. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes,

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

WESLEY FELIX PARK PHASE 1 RENOVATIONS FOR PLAYGROUND EQUIPMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council award a contract to Churchich Recreation and Design, Bluffton, South Carolina in the amount $103,581.26 to upgrade the playgrounds with new playground surfaces and equipment at Wesley Felix Park. Additionally, approve and recommend to Council a project contingency of 10%, bringing the total budget to $113,389. The funding sources are St. Helena Island Parks and Leisure Services Impact Fees - Wesley Felix Park, Renovations account #265500 11-54451. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

BURTON WELLS REGIONAL PARK AND WESLEY PARK LIGHTING RETROFIT

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council award a contract to MUSCO Sports Lighting, Columbia, South Carolina in the amount of $422,500 to retrofit and replace ball field lighting at Burton Wells Regional Park and Wesley Felix Park. Further, approve a 10% project contingency bringing the total budget to $464,750. The source of funding is 2015 CIP Program-Burton Wells Ball Field Lighting Improvements account #400900 11-54600 and St. Helena Parks and Leisure Services Impact Fees-Wesley Felix Park Renovations account #26550011-54451. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

DESIGN BUILD CONSTRUCTION AWARD FOR DIRT ROAD PAVING CONTRACT #49 / HUSPAH COURT NORTH, HUSPAH COURT SOUTH, HOBCAW DRIVE (COUNTY COUNCIL DISTRICT #1); GATOR LANE, TURTLE LANE (COUNTY COUNCIL DISTRICT #2); AND MAJOR ROAD (COUNTY COUNCIL DISTRICT #3)

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council award a contract to J. H. Hiers Construction/Andrews & Burgess to design and build Dirt Road Paving Contract #49 (Huspah Court North, Huspah Court South, Hobcaw Drive, Gator Lane, Turtle Lane, and Major Road) in the amount of $1,311,080. The source of funding is Beaufort County Transportation

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Committee funds (CTC) and County $10 Motorized Vehicle funds (TAG) for dirt road improvements. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on first reading an ordinance authorizing the execution and delivery of a right of way encumbering property owned jointly by Beaufort County and the Town of Hilton Head Island, South Carolina. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (PROJECTS: MAINTENANCE FACILITY, FIRE ENGINE FLEET REPLACEMENT, TRAINING FACILITY AND AREA)

This item comes before Council under the Consent Agenda. Discussion occurred at the September 15, 2014 meeting of the Finance Committee as well as the October 6, 2014 meeting of the Governmental Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on first reading an ordinance authorizing and providing for the issuance and sale of not to exceed $8,500,000 Limited General Obligation Bonds of Beaufort County, South Carolina (Bluffton Township Fire District), Series 2015 or such other appropriate series designation; fixing the form and details of the bonds; authorizing the County Administrator or his designee to determine certain matters relating to the bonds; providing for the payment of the bonds and disposition of the proceeds thereof; and other matters relating thereto (Projects: Maintenance Facility, Fire Engine Fleet Replacement, Training Facility And Area). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

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ZONING MAP AMENDMENT (LADY'S ISLAND) R200-15-51, -51A, -724, AND -725 (39.03 ACRES, KNOWN AS THE VILLAGE AT OYSTER BLUFF PUD, FROM LADY'S ISLAND COMMUNITY PRESERVATION (LICP) DISTRICT AND LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO PLANNED UNIT DEVELOPMENT (PUD)

This item comes before Council under the Consent Agenda. Discussion occurred at the December 8, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on first reading a Zoning Map amendment (Lady's Island) R200-15-51, -51A, -724, and -725 (39.03 acres, known as the Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

U.S. 278 STORMWATER POND RETROFIT PROJECT - DIRT HAULING SERVICES

This item comes before Council under the Consent Agenda. Discussion occurred at the December 8, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council award a contract to The Lane Construction Company, Beaufort, South Carolina for an amount not to exceed $236,160 for the U.S. 278 Stormwater Pond Retrofit Project – Dirt Hauling Services. Funding will come from the following accounts: #50260013-51160, Stormwater Capital Improvement Fund $95,180, #33402-54503, U.S. 278 STP Fund $22,270, and #26520011-54450, Buckwalter Soccer Field Expansion (Parks and Leisure Services Impact Fees) $118,710. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (OSPREY POINT) BETWEEN BEAUFORT COUNTY TO LCP III, LLC PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED

This item comes before Council under the Consent Agenda. Discussion occurred at the October 9, 2014 meeting of the Natural Resources Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on third and final reading an ordinance of the County of Beaufort, South Carolina to approve a first amendment to the Development Agreement (Osprey Point) between Beaufort County to LCP III, LLC pursuant to Section 6-31-30 of the *Code of Laws of South Carolina*, 1976, as amended. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr.

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

TRAFFIC CALMING PLAN FOR FOREMAN HILL ROAD WITH THE BUDGET NOT TO EXCEED $50,000 FOR IMPLEMENTATION OF TRAFFIC CALMING MEASURES

This item comes before Council under the Consent Agenda. Discussion occurred at the November 17, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve the Traffic Calming Plan for Foreman Hill Road with the budget not to exceed $50,000 for implementation of traffic calming measures. The source of funding is account #2342001T-51160, Tag Funds. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

PERRYCLEAR BRIDGE REPAIR/REPLACEMENT DESIGN BUILD PROJECT

Main motion: It was moved by Mr. Dawson, as Chairman of the Public Facilities Committee (no second required), that Council award a contract to United Infrastructure Group, Great Falls, South Carolina in the amount of $907,000 to design and replace the Perryclear Bridge. Additionally, Council approve a project design and construction budget of $997,700 funded from the 2015 CIP Program – Perryclear / MCAS Bridge Replacement, account #40090011-54432.

Motion to amend by addition: It was moved by Mr. Flewelling, seconded by Mr. Rodman, that the approval of this contract is contingent upon the County Administrator exploring cost sharing opportunities with the Department of the Navy, and/or determining if the Department of the Navy or the Marine Corps is currently or intends in the future to purchase properties served by the Perryclear Bridge. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

Vote on the amended motion, which is now the main motion, and includes the motion to amend by addition: Council award a contract to United Infrastructure Group, Great Falls, South Carolina in the amount of $907,000 to design and replace the Perryclear Bridge contingent upon the County Administrator exploring cost-sharing opportunities with the Department of the Navy, and/or determining if the Department of the Navy or the Marine Corps is currently or intends in the future to purchase properties served by the Perryclear Bridge. Additionally, Council approve a project design and construction budget of $997,700 funded from the 2015 CIP Program – Perryclear / MCAS Bridge Replacement, account #40090011-54432. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

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PUBLIC HEARINGS

TEXT AMENDMENT TO CHAPTER 4 (FUTURE LAND USE) OF THE BEAUFORT COUNTY COMPREHENSIVE PLAN TO INCLUDE THE FOLLOWING: (I) AMENDMENT TO FUTURE LAND USE PLAN DIVISION, SUBSECTION "SPECIAL LAND USE DESIGNATIONS", TO INCLUDE A PLACE TYPE OVERLAY FUTURE LAND USE DESIGNATION; (II) AMENDMENT TO RECOMMENDATION 4.4 TO INCLUDE LANGUAGE THAT CALLS FOR THE ADOPTION OF FORM-BASED ZONING DISTRICTS TO IMPLEMENT THE PLACE TYPE OVERLAY DESIGNATION; (III) ADDITION OF MAPS 4-9 AND 4-10, WHICH SHOW THE LOCATION OF PLACE TYPES IN BEAUFORT COUNTY; AND (IV) ADDITION OF APPENDIX 4-I: BEAUFORT COUNTY PLACE TYPES, WHICH FURTHER DEFINES THE APPROPRIATE CHARACTER, FORM, SCALE, INTENSITY, AND MIX OF USES FOR EACH OF THE PLACE TYPES IN BEAUFORT COUNTY

The Chairman opened a public hearing beginning at 6:09 p.m. for the purpose of receiving public comment regarding a text amendment to Chapter 4 (Future Land Use) of the Beaufort County Comprehensive Plan to include the following: (i) Amendment to Future Land Use Plan Division, Subsection "Special Land Use Designations", to include a Place Type Overlay Future Land Use Designation; (ii) Amendment to Recommendation 4.4 to include language that calls for the adoption of form-based zoning districts to implement the Place Type Overlay designation; (iii) Addition of Maps 4-9 and 4-10, which show the location of place types in Beaufort County; and (iv) Addition of Appendix 4-I: Beaufort County Place Types, which further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County. 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. Flewelling, as Chairman of the Natural Resources Committee (no second required), that Council approve on third and final reading a text amendment to Chapter 4 (Future Land Use) of the Beaufort County Comprehensive Plan to include the following: (i) Amendment to Future Land Use Plan Division, Subsection "Special Land Use Designations", to include a Place Type Overlay Future Land Use Designation; (ii) Amendment to Recommendation 4.4 to include language that calls for the adoption of form-based zoning districts to implement the Place Type Overlay designation; (iii) Addition of Maps 4-9 and 4-10, which show the location of place types in Beaufort County; and (iv) Addition of Appendix 4-I: Beaufort County Place Types, which further defines the appropriate character, form, scale, intensity, and mix of uses for each of the place types in Beaufort County. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville Mr. Stewart. NAYS – Mr. Caporale and Mrs. Bensch. ABSENT – Mr. Vaux. Ms. Von Harten temporarily left the room. The motion passed.

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AN ORDINANCE TO ADOPT THE 2014 BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE WITH PROCEDURES TO ENGAGE IN A SIX-MONTH AND ONE-YEAR EVALUATION AND REVIEW

The Chairman opened a public hearing beginning at 6:13 p.m. for the purpose of receiving public comment regarding an ordinance to adopt the 2014 Beaufort County Community Development Code with procedures to engage in a six-month and one-year evaluation and review. After calling once for public comment, the Chairman recognized Mr. Reed Armstrong, representing the Coastal Conversation League, who asked Council to approve the new Community Development Code and see how it works without Planned Unit Developments (PUDs), and then review how well it is doing.

Mr. David Tedder, a lawyer, wanted confirmation that the memorandum dated June 6, 2014 from the Planning Director and the County Administrator adopts procedures for a six-month and one-year evaluation and review as described in the attached memorandum. He would like to a searchable version and the procedure for obtaining a copy of the written Code with maps as soon as possible.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:15 p.m.

It was moved by Mr. Flewelling, as Chairman of the Natural Resources Committee (no second required), that Council approve on third and final reading an ordinance to adopt the 2014 Beaufort County Community Development Code with procedures to engage in a six-month and one-year evaluation and review. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mrs. Bensch. ABSENT – Mr. Vaux. The motion passed.

RESULTS OF EXECUTIVE SESSION

It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council approve the fee title acquisition of the New Leaf, LLC tract, located on U.S. Highway 170, adjacent to Davis Road. The property is 86.51+/- acres legally identified as parcel R617 029 0023 000. Acquisition will be made utilizing funds from both the Beaufort County Rural and Critical Lands Preservation Program that will contribute $1,835,381 and Beaufort County Stormwater Utility will contribute $164,619 for a total purchase price of $2.0 million. The vote: YEAS – Mrs. Bensch Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

It was moved by Mr. Dawson, seconded by Mr. Flewelling, that Council approve the fee title and conservation easement purchase of property in the Lobeco area located east of U.S. Highway 21 and adjacent to Washington Farm Road, known as Duncan Farms, LP. The property is 222+/- acres. The property is legally identified as parcel R700 028 000 024A 0000. The conservation easement purchase will be 144 acres and the fee purchase will be 78 acres for a total price of $875,000. Acquisition will be made utilizing funds from the Beaufort County Rural and Critical

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Lands Preservation Program. The vote: YEAS – Mrs. Bensch Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

PUBLIC COMMENT

There were no requests to speak during public comment.

ADJOURNMENT

Council adjourned at 6:30 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:

DRAFT

Memorandum

DATE: January 9, 2015

TO: County Council

FROM: Gary Kubic, County Administrator *Gary Kubic*

SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place December 8, 2014 through January 9, 2015:

December 8, 2014

- Employee orientation
- Natural Resources Committee
- Caucus
- County Council

December 9, 2014

- Joshua Gruber re: Graves property discussion
- Tour / Bluffton Parkway Phase 5A Flyover

December 10, 2014

- Joshua Gruber, Allison Coppage and Eric Larson re: Stormwater work / Town of Hilton Head Area - Old Woodland Plantation
- Hilton Head Island – Bluffton Chamber of Commerce Leadership Program
- Finance Committee

December 11, 2014

- Departmental orientations / Alice Howard, Council-elect (Day 1)
- Maria Walls re: Treasurer / Millage rate process proposal
- Mil Value Project Team re: Treasurer / Millage rate process proposal
- County / Town of Hilton Head Engineering staffs re: Middleton Place Stormwater / East - West Morgan Court

December 12, 2014

- Departmental orientations / Alice Howard, Council-elect (Day 2)

December 12, 2014 (Continued)

- Joshua Gruber / Tony Criscitiello re: Willow Run property development
- Tony Criscitiello, Amanda Flake, Dr. Carl Betterton and Dr. Iordanis Karagiannidis, of KB-Analytics, LLC re: Financial Feasibility Study

December 15, 2014

- Employee orientation
- Joshua Gruber, Allison Coppage, Alicia Holland, Monica Spells, Morris Campbell, and Mitzi Wagner re: Disabilities and Special Needs Capital Improvement projects
- Public Facilities Committee

December 16, 2014

- Departmental orientations / Alice Howard, Council-elect (Day 3)
- Economic development prospect meeting
- Tony Criscitiello and Jeff Lowe re: Parker Drive lions and tigers
- Joshua Gruber / Town of Bluffton representatives (Marc Orlando, Kim Jones, and Karen Jarrett)

December 17, 2014

- Departmental orientations (Elected Officials) / Alice Howard, Council-elect (Day 4)

December 18, 2014

- Dan Dennis with Dennis Corporation
- Monica Spells and Morris Campbell re: Library impact fees
- Joshua Gruber, Allison Coppage, Eric Larson, Marc Orlando, Bluffton Town Manager, Kim Jones, Bluffton Stormwater Management Manager, and Attorney Richardson LaBruce re: Plantation Park stormwater corrections

December 19, 2014

- Joshua Gruber, Phil Foot and Scott Marshall re: PALS
- Library Board and County staff re: Library budget / impact fees

December 22 – 23, 2014

- Personal leave

December 24, 2014

- Christmas Eve holiday

December 25, 2014

- Christmas Day holiday

December 26, 2014

- Personal leave

December 29, 2014

- Employee orientation
- Kim Statler re: Lowcounty Economic Alliance (LEA) dissolution process
- Alice Howard, Council-elect

December 30, 2014

- Jim Beckert, Auditor-elect
- Joshua Gruber, Allison Coppage, Mark Roseneau, Ian Hill, and Tony Criscitiello re: Signage / Beaufort County Government Robert Smalls Complex
- Joshua Gruber, Tony Criscitiello, Tom Miller and Patrick Mason re: Development plans / Bluffton area

December 31, 2014

- No scheduled appointments

January 1, 2015

- New Year's Day holiday

January 2, 2015

- Council Oath of Office
- Monica Spells re: Overview of presentation to Greater Island Council on January 8, 2015

January 5, 2015

- Employee orientation

January 6, 2015

- Joshua Gruber, Allison Coppage, Attorney Mary Lohr, and Van Willis re: Litigation update
- Alicia Holland re: Library impact fees / road projects

January 6, 2015 (continued)

- Joshua Gruber, Alicia Holland, Rick Toomey, and Jeff White re: Budgeting timeline / County
- Chairman Paul Sommerville

January 7, 2015

- Agenda review with Chairman, Vice Chairman and Executive Staff
- Joshua Gruber, Alicia Holland and Chanel Lewis (new Finance CPA) re: Current availability / sales tax road projects
- Stormwater Management Utility Board
- Joshua Gruber, Councilman Gerald Dawson, Daniel Morgan and taxpayer re: Mobile home

January 8, 2015

- Presentation to Greater Island Council at First Presbyterian Church, Hilton Head

January 9, 2015

- Joshua Gruber, Tony Criscitiello, Allison Coppage and Eric Larson re: Revised JLUS recommendations – implementation matrix
- Paul Sommerville, Jerry Stewart and Joshua Gruber

Memorandum

DATE: January 9, 2015

TO: County Council

FROM: Joshua A. Gruber, Deputy County Administrator

SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place December 8, 2014 through January 9, 2015:

December 8, 2014 (Monday):

- Meet with Joy Nelson, Media Relations & FOIA Specialist re: Job Description under Reorganization
- Executive Committee
- Natural Resources Committee
- County Council

December 9, 2014 (Tuesday):

- Meet with Gary Kubic, County Administrator, James Scheider, Esquire and Robert Graves re: Pepper Hall Plantation
- Bluffton Hours
- Tour Bluffton Parkway Phase 5A Flyover

December 10, 2014 (Wednesday):

- Telephone conference with Monica Spells, Assistant County Administrator for Civic Engagement & Outreach
- Attend CIP Project Assignment Meeting with Gary Kubic, County Administrator, Robert McFee, Facilities and Construction Engineering and Mark Roseneau, Facility Management
- Conference call re: Stormwater Work in Old Woodland Plantation (Town of Hilton Head)
- Meet with Eric Larson, Environmental Engineering
- Finance Committee Meeting

December 11, 2014 (Thursday):

- Meet with Alice Howard, new Councilwoman for Orientation
- Attend Mill Value Project Calculation
- Attend IT Meeting with BCSO Representatives
- Meet with Mark Roseneau, Facilities Maintenance re: Space Allocation
- Meet with Phil Foot, Assistant County Administrator for Public Safety

December 12, 2014 (Friday):

- Meet with Sean Thornton, Esquire, Solicitor's Office
- Meet with Gary Kubic, County Administrator and Anthony Criscitiello, Planning re: Willow Run Property
- Attend Discussion of Shooting Range / Financial Feasibility Study

December 15, 2014 (Monday):

- Telephone Conference re: Disabilities and Special Needs CIP with Gary Kubic, County Administrator, Alicia Holland, CFO, Monica Spells, Assistant County Administrator for Civic Engagement & Outreach, Morris Campbell, Community Services and Mitzi Wagner, DSN
- Meet with Alicia Holland, CFO
- Meet with Suzanne Gregory, Employee Services
- Public Facilities Committee

December 16, 2014 (Tuesday):

- Telephone Conference with Gary Kubic, County Administrator
- Meet with John Bowen, Esquire re: Red Cedar Road Connection
- Meet with Marc Orlando, Town of Bluffton
- Bluffton Hours at Myrtle Park Government Center
- Meeting to Discuss SIB Application for Bluffton Parkway Phase 5B at Bluffton Town Hall

December 17, 2014 (Wednesday):

- PLD

December 18, 2014 (Thursday):

- Meet with William Neill, BCSO
- Meet with Scott Marshall, PALS Director re: CAPA Request for Land
- Meet with Suzanne Gregory, Employee Services
- Meet with Suzanne Gregory, Employee Services and Jim Beckert, Future Auditor
- Meet with Gary Kubic, County Administrator, Eric Larson, Environmental Engineering, Marc Orlando, Town of Bluffton re: Stormwater Issues at Plantation Drive, Bluffton

December 19, 2014 (Friday):

- Attend PALS Month Meeting with Gary Kubic, County Administrator, Scott Marshall, PALS Director and Phil Foot, Public Safety Director
- Attend Library Impact Fee Meeting
- Meet with Dave Thomas for MUNIS Training
- Conference call with Walter Nester re: Jaz Development Connection to Red Cedar
- Meet with Dean Moss
- Meet with Alicia Holland, CFO
- Meet with Dave Tedder, Esquire and Rob McFee, Facilities and Construction Engineering re: Myrtle Park Right-of-Way

December 22, 2014 (Monday):

- Meet with Monica Spells, Assistant County Administrator for Civic Engagement & Outreach
- Meet with Dave Thomas, Purchasing for MUNIS Training
- Visit Public Works to Meet with Various Staff Members
- Meet with Rob McFee, Facilities & Construction and Steve Andrews re: LLR Investigation
- Meet with Rob McFee, Facilities & Construction

December 23, 2014 (Tuesday):

- Telephone Conference with Representative from National Oceanic & Atmospheric Administration re: Bindon Plantation Grant Requirements

December 24, 2014 (Wednesday)--CHRISTMAS EVE:

- CLOSED

December 25, 2014 (Thursday)--CHRISTMAS:

- CLOSED

December 26, 2014 (Friday):

- Meet with Jerri Roseneau, Clerk of Court

December 29, 2014 (Monday):

- Telephone Conference with Gary Kubic, County Administrator
- Attend Meeting to Review metes and bounds of Myrtle Park ROW survey
- Meet with Gary Kubic, County Administrator

December 30, 2014 (Tuesday):

- Attend Meeting with Jim Beckert, New Auditor
- Attend Beaufort County Government Robert Smalls Complex Signage Meeting
- Attend Meeting re: Development Plans in Bluffton Area

December 31, 2014 (Wednesday):

- PLD

January 1, 2014 (Thursday)--NEW YEARS DAY:

- CLOSED

January 2, 2014 (Friday):

- PLD

January 5, 2015 (Monday):

- Meet with City of Beaufort Representatives on Gray Easment with Eric Larson, Environmental Engineering Director
- Meet with Phil Foot, Public Safety Director
- Telephone Conference with Gary Kubic, County Administrator

January 6, 2015 (Tuesday):

- Attend Public Defender Office Meeting
- Attend County Budgeting Timeline Meeting

January 7, 2015 (Wednesday):

- Agenda Review
- Attend Sales Tax Road Projects - Current Availability Meeting
- Attend Stormwater Utility Board Meeting
- Attend New Trailer / Mobile Home Location Meeting

January 8, 2014 (Thursday):

- Attend Gary Kubic Presentation to Greater Island Council, HHI
- Prepare for EMS vs. Gary Wilson Set-Off Debt Hearing

January 9, 2014 (Friday):

- Attend Preliminary Meeting - Communications Account Remediation
- Attend Revised JLUS Recommendations-Implementation Matrix Meeting
- Meet with Ken Driggers and Lisa Lord

PUBLIC FACILITIES COMMITTEE

December 15, 2014

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

The Public Facilities Committee met Monday, December 15, 2014 beginning at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

ATTENDANCE

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

County Staff: David Coleman, Capital Improvement Program Manager; Joshua Gruber, Deputy County Administrator/Special Counsel; Colin Kinton, Traffic/Transportation Engineer; Gary Kubic, County Administrator; Scott Marshall, Parks and Leisure Services Director; and Rob McFee, Division Director–Engineering and Infrastructure.

Mr. Dawson chaired the meeting.

ACTION ITEMS

1. Wesley Felix Park Phase 2 Renovations (> $100,000)

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

Discussion: Mr. David Coleman, Capital Improvement Program Manager, presented this item to the Committee. Wesley Felix Park, located on St. Helena Island, is one of the oldest existing parks in the County system and has been scheduled for upgrades and improvements using St. Helena Parks and Leisure Services Impact Fees. Phase 2 includes the construction of a new concession stand, restroom facilities and storage building.

Motion: It was moved by Mr. McBride, seconded by Mr. Fobes, that Committee approve and recommend that Council award a contract to JOCO Construction, Beaufort, South Carolina in the amount of $459,000 to construct a new concession stand, restroom facilities and storage building at Wesley Felix Park. The source of funding is St. Helena Parks and Leisure Services Impact Fees-Wesley Felix Park Renovations, account #26550011-54451. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

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Recommendation: Council award a contract to JOCO Construction, Beaufort, South Carolina in the amount of $459,000 to construct a new concession stand, restroom facilities and storage building at Wesley Felix Park. The source of funding is St. Helena Parks and Leisure Services Impact Fees-Wesley Felix Park Renovations, account #26550011-54451.

INFORMATION ITEMS

2. **Change Order 9 for Bluffton Parkway Phase 5A Segment 2**

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

Status: Staff removed this item from consideration to allow an opportunity to gather additional information. This item will come forward at the January 20, 2014 meeting.

3. **Placement of Palmetto Electric Cooperative Cable and Equipment on County Property**

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

Discussion: Mr. Josh Gruber, Deputy County Administrator, explained the County received a letter from Palmetto Electric Cooperative in conjunction with the Jarvis Creek bridge replacement. There is a Town of Hilton Head Island (hereinafter Town) requirement for utility companies to underground their utilities in this situation. SCDOT is in receipt of a request for some additional right of way across those parcels. That request is in process, but was preliminary approved. There were compensation arrangements between $25,000 and $30,000 offered to both the County and Town. This particular proposal does not offer up any kind of compensation, but it does further the Town's desire to have utilities undergrounded in these kinds of locations.

Staff recommendation to the Committee is to instruct staff to offer Palmetto Electric Cooperative the ability to receive an encroachment permit, which would allow them to install the utilities within this area. However, in the future, if additional widening or roadway projects call for the relocation of these utilities, the relocation would be handled at the expense of the Utility, rather than the County or Town. Alternatively, if that option is not acceptable to the Utility, we would look to receive some type of fair compensation for granting of this easement as the County would then be assuming the risk of potential cost should there be a future roadway project which would require this to be relocated.

Mr. Flewelling asked that any future compensation regarding this property be on a pro-rata basis for both the County and Town.

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Status: Mr. Gruber will reach back out to Palmetto Electric Cooperative, offer up the encroachment permit options, see what the response is, and report to the Committee.

4. Executive Session

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

Motion: It was moved by Mr. Caporale, seconded by Mr. Fobes, that Committee go immediately into executive session regarding the discussion of negotiations incident to the proposed contractual arrangements and property purchase or sale of property. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

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County Council of Beaufort County
2015 Meetings

	CAUCUS		REGULAR	
Date	Time	Location	Time	Location
January 12, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
January 26, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
February 9, 2015	4:00 p.m.	Large Meeting Room	5:00 p.m.	Bluffton Branch Library
March 9, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
March 23, 2015	4:00 p.m.	Large Meeting Room	5:00 p.m.	Hilton Head Island Branch Library
April 13, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
April 27, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
May 11, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
May 26, 2015 *	4:00 p.m.	Large Meeting Room	5:00 p.m.	Bluffton Branch Library
June 8, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
June 22, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
July 27, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
August 10, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
August 24, 2015	4:00 p.m.	Large Meeting Room	5:00 p.m.	Hilton Head Island Branch Library
September 14, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
September 28, 2015	4:00 p.m.	Large Meeting Room	5:00 p.m.	Bluffton Branch Library
October 12, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
October 26, 2015	4:00 p.m.	Large Meeting Room	5:00 p.m.	Hilton Head Island Branch Library
November 9, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
November 30, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers
December 14, 2015	4:00 p.m.	Executive Conference Room	5:00 p.m.	Council Chambers

DRAFT

* Tuesday in lieu of 4th Monday

Council Chambers, Administration Building, Beaufort County Government Center Robert Smalls Complex, 100 Ribaut Road, Beaufort
Bluffton Branch Library, 120 Palmetto Way, Bluffton
Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island

Approved:

BEAUFORT COUNTY COUNCIL

2015 / 2016 COMMITTEE ASSIGNMENTS

	Standing Committees						Multi-Jurisdictional
	Natural Resources	**Governmental**	**Executive**	**Finance**	**Public Facilities**	**Community Services**	**Lowcountry Council of Governments (LCOG)**
Bensch, Cynthia		M		M	M		
Caporale, Rick		VC		M	M	M	
Dawson, Gerald	M	M	M		C	M	M
Flewelling, Brian [2, 4, 8, 12]	C	M	M	M			M
Fobes, Steve [6]	M			VC	M	M	
Howard, Alice [8, 9, 11, 16]	VC	M			M	M	M
McBride, William [3, 10]	M		M	M	M	C	M
Rodman, Stu [1, 15, 18]		C	M	M			
Sommerville, Paul [7, 17]							
Stewart, Jerry [5, 13]	M	M	C	C			M
Vaux, Tabor [14]	M				VC	M	
	1st Mon 2pm	1st Mon 4pm	2nd Mon 2pm	3rd Mon 2pm	3rd Mon 4pm	4th Mon 2pm	

C - Chairman
VC - Vice Chairman
M - Member

1 Airports Board Liaison
2 Beaufort / Jasper Water and Sewer Authority Liaison
3 Beaufort Memorial Hospital Board Liaison
4 City of Beaufort Liaison
5 Jasper County Council / City of Hardeeville Liaison
6 Library Board Liaison
7 Lowcountry Area Transportation Study Committee
8 Northern Beaufort County Regional Plan Implementation Steering Committee Member
9 Parks and Leisure Services Board Liaison
10 Parliamentarian
11 Rural and Critical Lands Preservation Review Board Liaison
12 South Carolina Military Base Task Force Member
13 Technical College of the Lowcountry Liaison
14 Town of Bluffton Liaison
15 Town of Hilton Head Island Liaison
16 Town of Port Royal Liaison
17 Town of Yemassee Liaison
18 USC-Beaufort Liaison

Effective: January 7, 2015

COUNTY COUNCIL OF BEAUFORT COUNTY

BUSINESS LICENSE DEPARTMENT
PO DRAWER 1228, BEAUFORT, SC 29901-1228
OFFICE (843) 255-2270 FAX (843) 255-9411
www.bcgov.net

TO: Sue Rainey, Clerk to County Council

FROM: Edra Stephens, Director

DATE: January 2, 2015

SUBJECT: Hawkers and Peddlers Licenses Report

Listed below are the fees collected from the sale of hawkers and peddlers license for calendar year 2014.

During the calendar year 2014, we issued 4 hawkers and peddlers licenses @ $75.00. The fees collected totaled $300.00. The current fee schedule is as follows:

County Resident	$	75.00
State Resident	$	500.00
Out of State	$	1,000.00

The following vendors are exempt from the licensing requirement: vendors of newspapers, magazines, vegetables, tobacco, and all agricultural products.

ORDINANCE NO. 2015 /

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED $412,500 FROM THE LOCAL (3%) ACCOMODATIONS TAX FUND TO THE COUNTY GENERAL FUND FOR DESIGN AND REHABILITATION IMPROVEMENTS FOR THE DAUFUSKIE ISLAND PIER.

WHEREAS, Beaufort County deems it appropriate to provide funding for the design and rehabilitation improvements for the Daufuskie Island Pier; and

WHEREAS, Beaufort County has determined that it is the best interest of its citizens to provide funding to the General Fund for this purpose from Local Accommodations Tax Funds.

NOW THEREFORE, BE IT ORDAINED by Beaufort County Council that an appropriation not to exceed $412,500 be made from the Local (3%) Accommodations Tax Funds to the General Fund to pay for the design and rehabilitation improvements for the Daufuskie Island Pier.

Adopted this ____ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: December 8, 2014
Second Reading:
Public Hearing:
Third and Final Reading:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA

WHEREAS, Beaufort County and the Town of Hilton Head, South Carolina, jointly own real property located on Spanish Wells Road (S-7-79) which is more particularly known as R511-077-000-075A and R511-007-000-075F located on Spanish Wells Road (S-7-79); and

WHEREAS, the South Carolina Department of Transportation ("SCDOT") seeks to construct a bridge over Jarvis Creek on Spanish Wells Road and to align the new bridge with the current roadway; and

WHEREAS, SCDOT has offered to pay $22,390.00 for 0.018 acres located on the jointly held property identified as R511-077-000-075A; and

WHEREAS, SCDOT has offered to pay $35,385.00 for 0.285 acres located on the jointly held property identified as R511-007-000-075F; and

WHEREAS, SCDOT has requested a construction easement for Tract 42 from Beaufort County for construction slopes beyond the right of way on Spanish Moss Road; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested right of way and easement attached hereto and incorporated by reference as "Exhibit A" and "Exhibit B" respectively; and

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

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

(a) The County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of a right of ways which is attached hereto as "Exhibit A"; and,
(b) The County Administrator is authorized to deliver the right of ways which is attached hereto as "Exhibit A" at such time as the Town of Hilton Head Island, South Carolina, executes and is prepared to deliver a right of way similar in form and substance to the right of ways which is attached hereto as "Exhibit A"; and,
(c) The County Administrator is hereby authorized to take all other and further actions as may be necessary to complete the conveyance of the right of ways; and,

(d) The County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of an easement which is attached hereto as "Exhibit B".

ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA, ON THIS _____ DAY OF _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

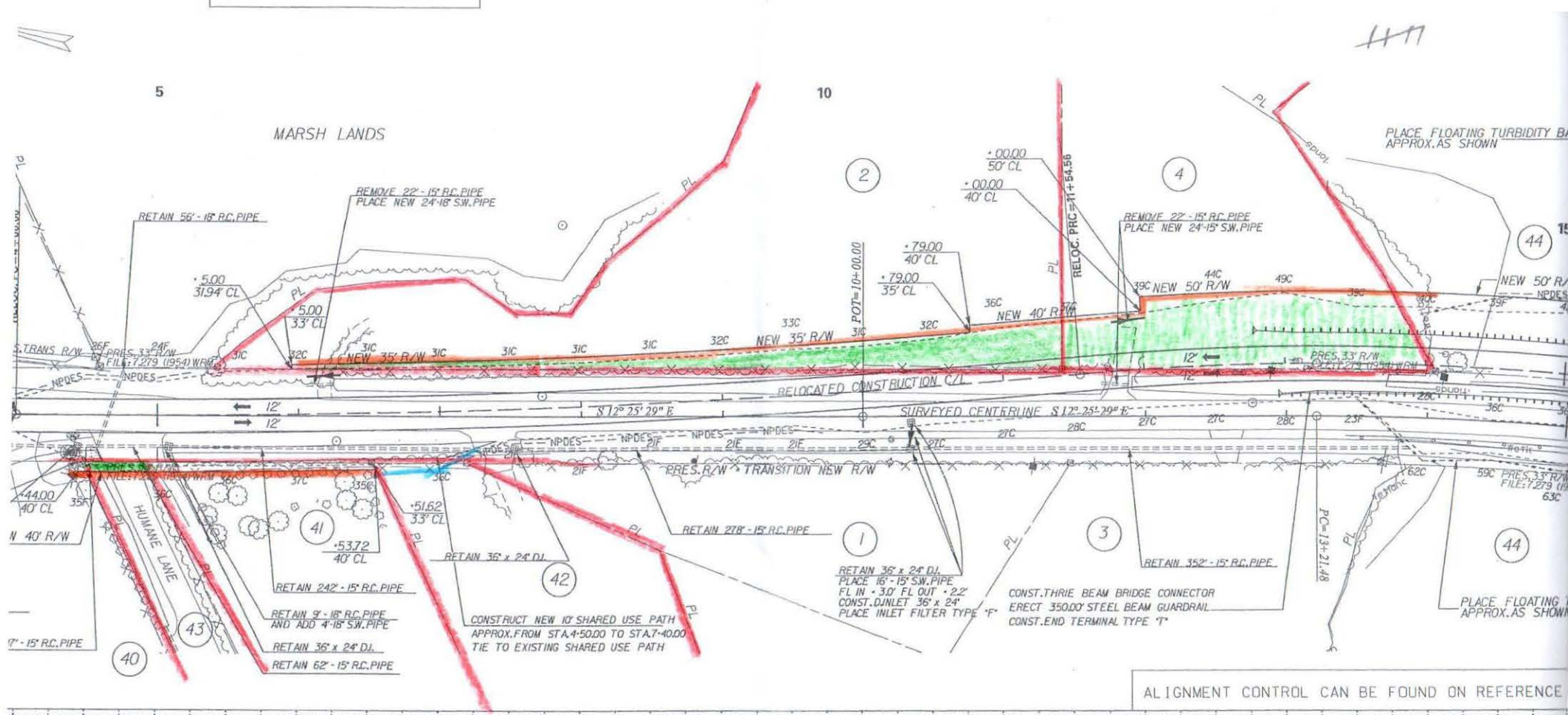
APPROVED AS TO FORM:

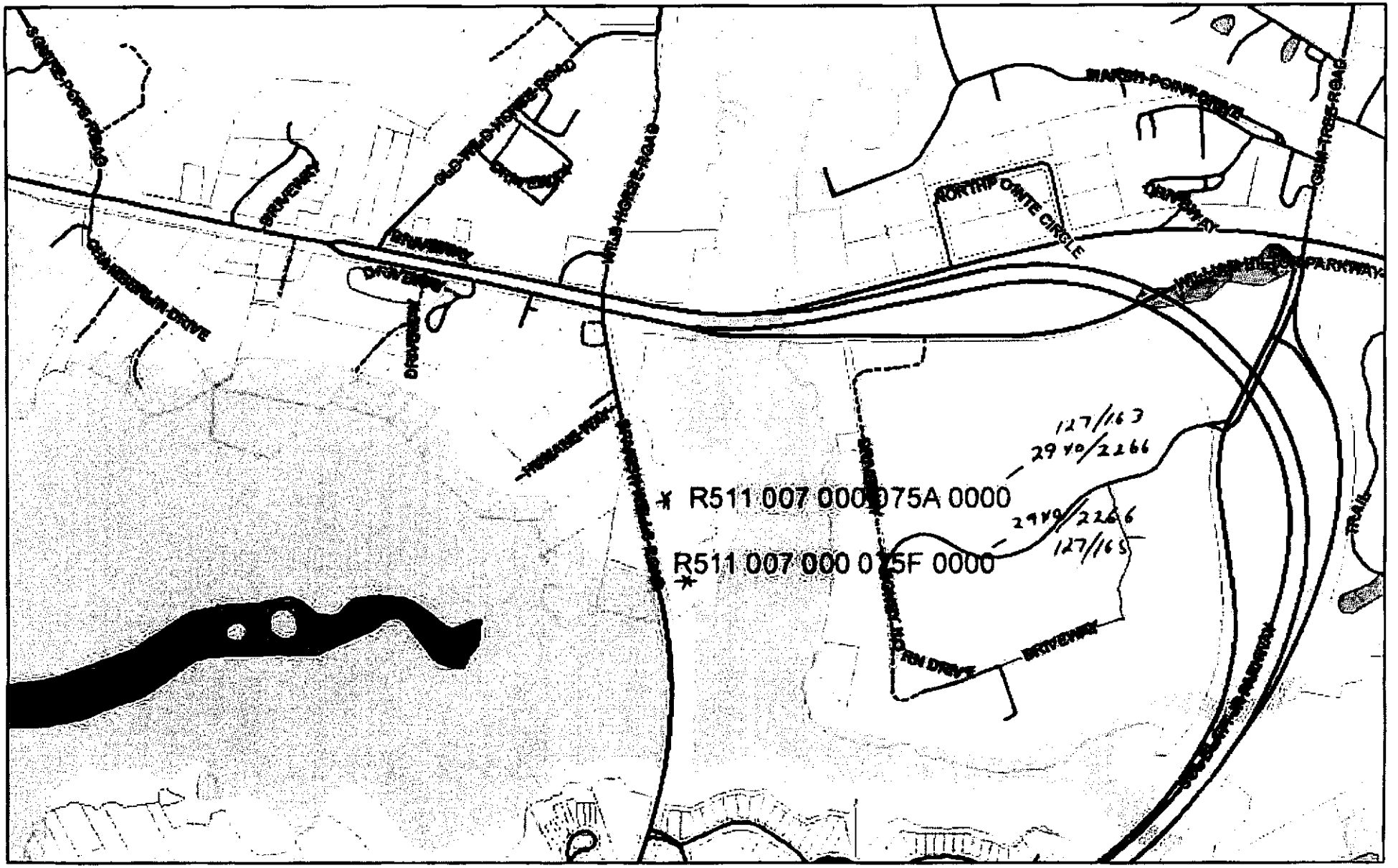
_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

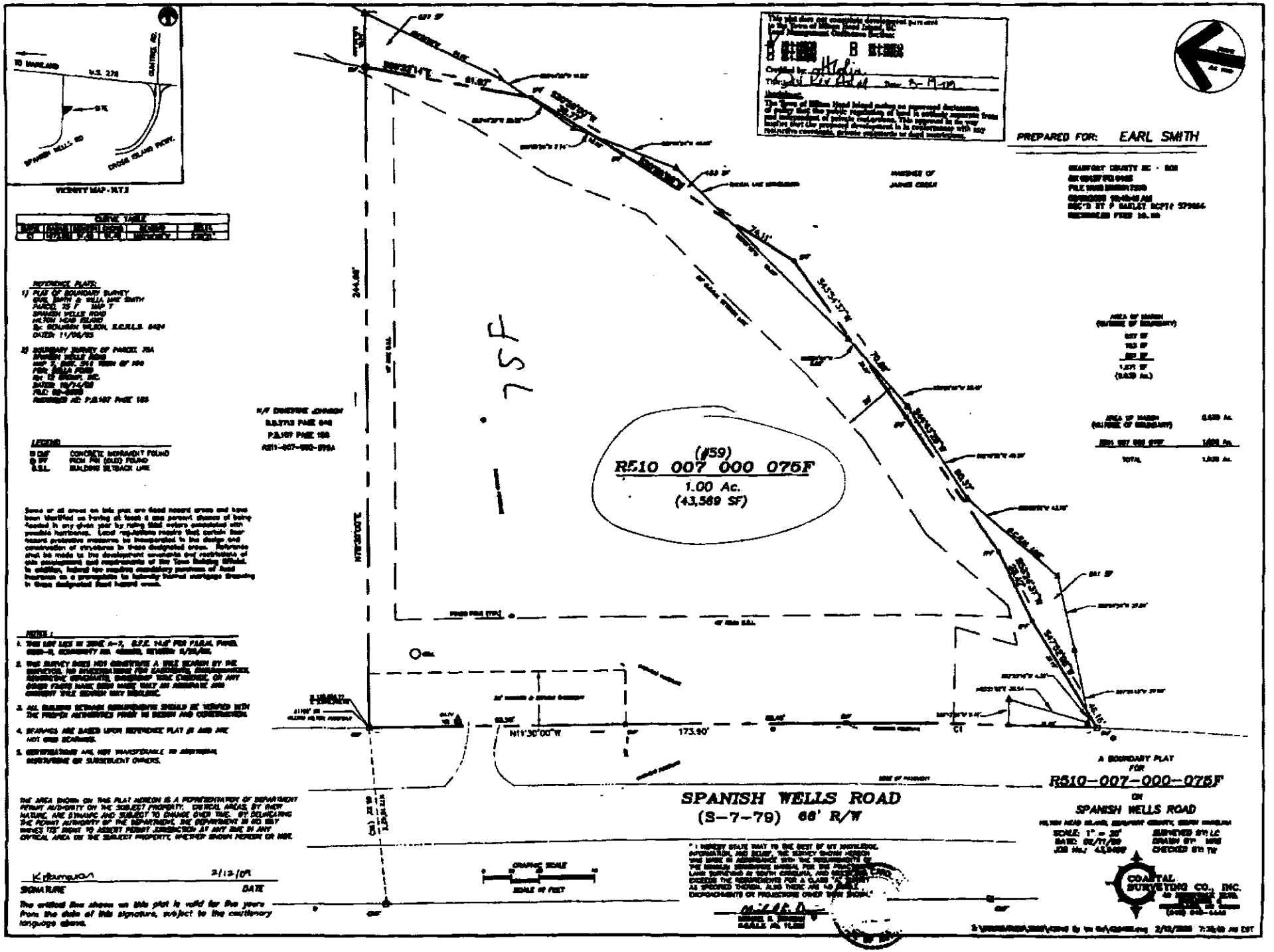
ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: December 8, 2014
Second Reading:
Public Hearing:
Third and Final Reading:


5
10
MARSH LANDS
REMOVE 22'-15" R.C.PIPE
PLACE NEW 24'-18" S.W.PIPE
RETAIN 56'-18" R.C.PIPE
+5.00
31.94' CL
5.00
33' CL
NEW 35' R/W
POT=10+00.00
+79.00
40' CL
+79.00
35' CL
+00.00
50' CL
+00.00
40' CL
RELOC. PRC=11+54.56
NEW 40' R/W
REMOVE 22'-15" R.C.PIPE
PLACE NEW 24'-15" S.W.PIPE
NEW 50' R/W
PRES. 33' R/W
FILE: 7279 (1954) WPM
RELOCATED CONSTRUCTION C/L
SURVEYED CENTERLINE S 12° 25' 29" E
S 12° 25' 29" E
PRES. R/W TRANSITION NEW R/W
PLACE FLOATING TURBIDITY BA
APPROX. AS SHOWN
+44.00
40' CL
N 40' R/W
HUMANE LANE
+51.62
33' CL
+53.72
40' CL
RETAIN 242'-15" R.C.PIPE
RETAIN 9'-18" R.C.PIPE
AND ADD 4'-18" S.W.PIPE
RETAIN 36' x 24' D.I.
RETAIN 62'-15" R.C.PIPE
RETAIN 36' x 24' D.I.
CONSTRUCT NEW 10' SHARED USE PATH
APPROX. FROM STA. 4+50.00 TO STA. 7+40.00
TIE TO EXISTING SHARED USE PATH
RETAIN 278'-15" R.C.PIPE
RETAIN 36' x 24' D.I.
PLACE 16'-15" S.W.PIPE
FL IN = 3.0' FL OUT = 2.2'
CONST. DJNLET 36" x 24"
PLACE INLET FILTER TYPE "F"
CONST. THRIE BEAM BRIDGE CONNECTOR
ERECT 350.00' STEEL BEAM GUARDRAIL
CONST. END TERMINAL TYPE "T"
RETAIN 352'-15" R.C.PIPE
PC=13+21.48
PLACE FLOATING
APPROX. AS SHOWN
ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE
FINISHED GRADE
350' V.C.
(+) 0.10%
(-) 0.44%
VPI = 11+00.00
Elev. = 8.05


R511 007 000 075A 0000
R511 007 000 075F 0000
127/163
2970/2266
2979/2266
127/165
MARSH POINT ROAD
NORTH FORTE CIRCLE
DRIVEWAY
OLD TRENT HOMES ROAD
DRIVEWAY
DRIVEWAY
DRIVEWAY


PREPARED FOR: EARL SMITH
(#59)
R510 007 000 075F
1.00 Ac.
(43,569 SF)
75'
SPANISH WELLS ROAD
(S-7-79) 66' R/W
A BOUNDARY PLAT
FOR
R510-007-000-075F
ON
SPANISH WELLS ROAD
COASTAL SURVEYING CO., INC.
VICINITY MAP - N.T.S.
LEGEND
REFERENCE PLATS:
NOTES:

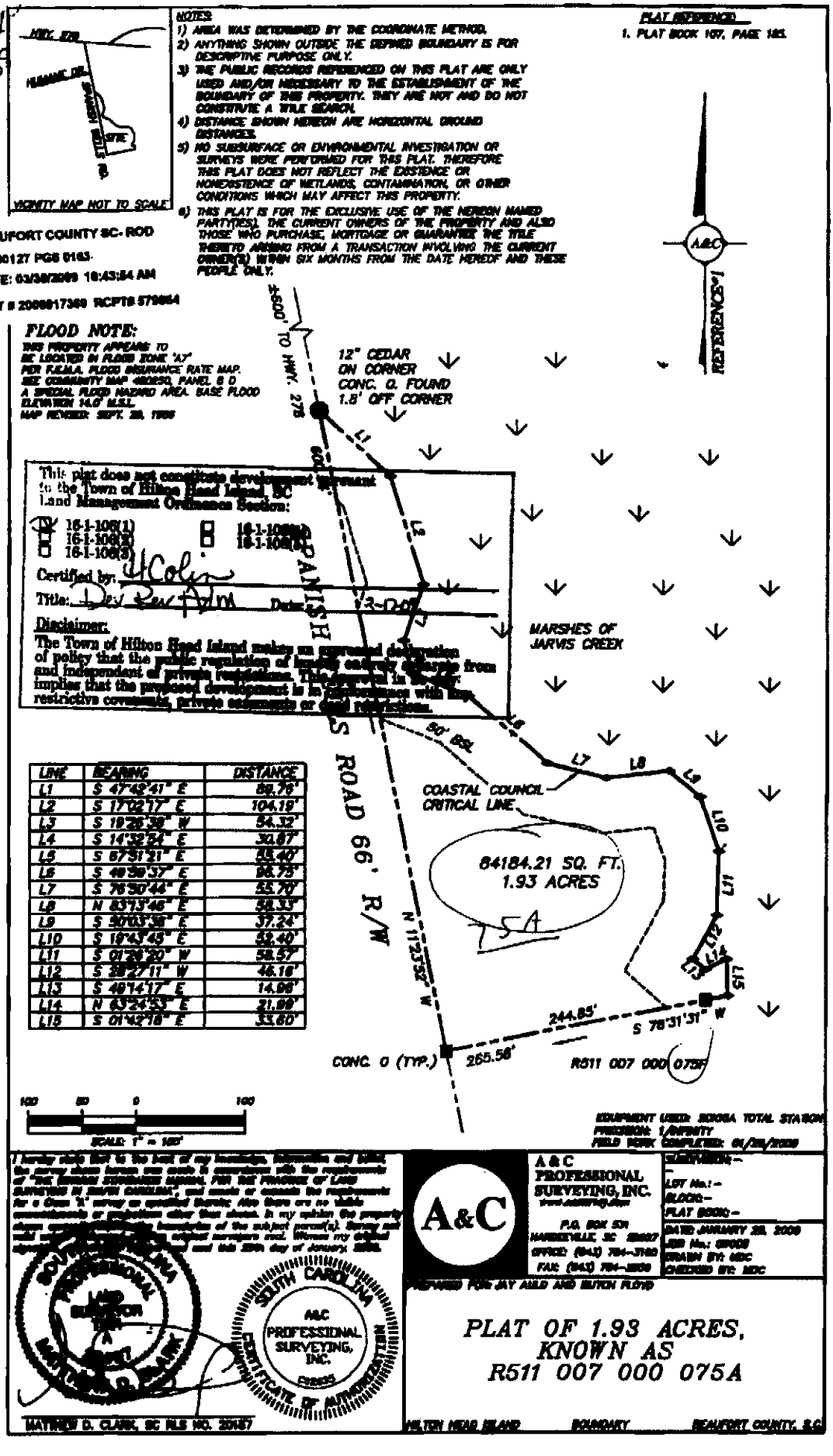

VICINITY MAP NOT TO SCALE
NOTES:
1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREIN NAMED PARTY(IES), THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.
PLAT REFERENCE
1. PLAT BOOK 107, PAGE 165.
BEAUFORT COUNTY SC - ROD
BK 00127 PGS 0163-
DATE: 03/30/2009 10:43:54 AM
INST # 2009017369 RCPT# 579664
FLOOD NOTE:
THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE "AE" PER F.E.M.A. FLOOD INSURANCE RATE MAP. SEE COMMUNITY MAP #450250, PANEL 8 D. A SPECIAL FLOOD HAZARD AREA. BASE FLOOD ELEVATION 14.0' M.S.L. MAP REVISED: SEPT. 29, 1986
This plat does not constitute development pursuant to the Town of Hilton Head Island, SC Land Management Ordinance Section:
16-1-106(1)
16-1-106(2)
16-1-106(3)
16-1-106(4)
16-1-106(5)
Certified by:
Title:
Date: 12-12-08
Disclaimer:
The Town of Hilton Head Island makes no representation of policy that the public regulation of land by entirety or in part from and independent of private regulations. This approval in no way implies that the proposed development is in accordance with any restrictive covenants, private easements or other restrictions.
12" CEDAR ON CORNER CONC. O. FOUND 1.8' OFF CORNER
600' TO HWY. 278
SPANISH WELLS ROAD 66' R/W
MARSHES OF JARVIS CREEK
COASTAL COUNCIL CRITICAL LINE
50' BSL
84184.21 SQ. FT. 1.93 ACRES
75A
N 11°23'52" W
244.85'
S 78°31'31" W
CONC. O (TYP.)
265.58'
R511 007 000 075A
REFERENCE
A&C
LINE BEARING DISTANCE
L1 S 47°48'41" E 89.79'
L2 S 17°02'17" E 104.19'
L3 S 19°26'39" W 54.32'
L4 S 14°32'54" E 30.87'
L5 S 67°51'21" E 38.40'
L6 S 49°39'37" E 98.75'
L7 S 76°30'44" E 55.70'
L8 N 83°13'46" E 58.33'
L9 S 90°03'38" E 37.24'
L10 S 19°43'45" E 52.40'
L11 S 01°29'20" W 58.57'
L12 S 38°27'11" W 46.16'
L13 S 49°14'17" E 14.06'
L14 N 63°24'53" E 21.99'
L15 S 01°42'18" E 33.60'
100 50 0 100
SCALE: 1" = 100'
EQUIPMENT USED: SOKKIA TOTAL STATION
PRECISION: 1/INFINITY
FIELD WORK COMPLETED: 01/28/2009
I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the "MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", and meets or exceeds the requirements for a Class "A" survey as specified therein; also there are no visible encroachments or projections other than shown. In my opinion the property shown hereon is located within Flood Zone AE. Survey and plat prepared for the benefit of the parties named hereon, this 30th day of January, 2009.
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
SOUTH CAROLINA A&C PROFESSIONAL SURVEYING, INC. CERTIFICATE OF AUTHORIZATION
MATTHEW D. CLARK, SC RLS NO. 20187
A&C
A & C PROFESSIONAL SURVEYING, INC.
P.O. BOX 524
HARDEEVILLE, SC 29927
OFFICE: (843) 784-3780
FAX: (843) 784-3859
SURVEYOR: -
LOT No.: -
BLOCK: -
PLAT BOOK: -
DATED: JANUARY 30, 2009
JOB No.: 090128
DRAWN BY: MDC
CHECKED BY: MDC
PREPARED FOR: JAY AMLD AND SUTON FLOYD
PLAT OF 1.93 ACRES, KNOWN AS R511 007 000 075A
HILTON HEAD ISLAND BOUNDARY BEAUFORT COUNTY, S.C.

EXHIBIT B

THE STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PERMISSION FOR:

CONSTRUCTION SLOPES

Road/Route S-79 (Spanish Wells Road)
File 7.039102
Item
Project BR07(009)
PIN 39102
Tract 42

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Town of Hilton Head and Beaufort County, Post Office Box 1228 Beaufort, SC 29906 in consideration of the sum of One Dollar ($1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

Also herein granted is permission for construction slopes to extend beyond the right of way on the right of S-79 (Spanish Wells Road), between approximate survey stations 6+53.72 and 7+18 with the understanding that no additional property is granted for construction slopes, during this construction. Also it is understood and agreed that trees and/or shrubbery may be destroyed during this construction.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____

Recorded _____ By _____

Project BR07(009) File 7.039102 Tract 42

ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND 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 "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 within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for fire protection service benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), the Council has, among other powers, the power: (1) To designate the areas of the County where fire protection service may be furnished by the County under the Act; and (2) To levy and collect ad valorem taxes without limit as to rate or amount upon all taxable property in the service area where fire protection services are furnished to effect the payment of principal and interest on all bonds issued pursuant to the Act or required for the maintenance and operation of the fire protection system.

(g) Pursuant to the provisions of Ordinance No. 2013/6 enacted by the Council (the "Fire Ordinance"), the County created the "Bluffton Township Fire District" or the "Fire District." As such, the Bluffton Township Fire District is a special taxing district.

(h) Pursuant to this Ordinance, the Council is providing for the levy and collection of an annual ad valorem tax within the Bluffton Township Fire District which will be sufficient to provide for the payment of the principal and interest on the Bonds (hereinafter defined).

(i) In order to continue to provide fire protection services in the Bluffton Township Fire District, the Fire District has undertaken the constructing and equipping of fire facilities and the purchase of additional equipment, including but not limited to fire trucks (the "Project").

(j) It is necessary and in the best interest of the County and the residents of the Fire District for the Council to provide for the issuance and sale of not exceeding $8,500,000 limited general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used: (a) to defray the cost of the Project; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

Section 2. Authorizations and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued limited general obligation bonds of the County in the amount of not exceeding $8,500,000 to obtain funds for the purposes mentioned in Section 1(j) above which shall be designated "$8,500,000 (or such lesser amount issued) Limited General Obligation Bonds (Bluffton Township Fire District), Series 2015 (or such other appropriate series designation), of Beaufort County, South Carolina" (the "Bonds").

The Bonds shall be issued as fully-registered bonds; shall be dated as of their date of delivery; shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest at such times as hereafter designated by the County Administrator 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.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

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

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator the authority to determine (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) redemption provisions, if any, for the Bonds; and (d) the date and time of sale of the Bonds.

The County Council hereby delegates to the County Administrator the authority to receive bids on behalf of the County Council and the authority to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds. After the sale of the Bonds, the County Administrator shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

The County Administrator may delegate some or all of the duties and responsibilities assigned to him in this Ordinance to a member of County staff of the Fire Chief of the Fire District.

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

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

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

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

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

duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

Section 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of County Council attested by the facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

Section 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 9. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of $5,000 principal amount of Bonds of the same maturity or any integral multiple of $5,000.

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

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

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

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of $5,000 or any integral multiple thereof.

Section 10. Security for the Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, pursuant to Section 12 of Article X of the Constitution and this Ordinance, 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 Bluffton Township Fire District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 11. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance.

Section 12. Initiative and Referendum Provisions. The Council hereby delegates to the County Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the Code of Laws of South Carolina 1976 as amended, relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code of Laws of South Carolina 1976 as amended, shall be given with respect to this Ordinance. If said Notice is given, the County Administrator is authorized to have published in a newspaper of general circulation in the County the notice in substantially the same form as attached hereto as Exhibit B.

Section 13. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent 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 Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, 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, school districts and political subdivisions.

Section 14. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district 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 15. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C 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 having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

Section 16. Preliminary and Official Statement. The County Council hereby authorizes and directs the County Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "near final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

Section 17. Filings with Central Repository. In compliance with Act No. 442 (1994 Acts), 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 audit of the County within thirty (30) days for 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 Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Appendix A to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, 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 the County.

Section 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Beaufort County Treasurer and used to pay costs of the Projects and costs of issuance of the Bonds, except that the premium, if any, shall be deposited into the sinking fund for the Bonds.

Section 20. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal

income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

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

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

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

Section 21. Miscellaneous. The County Council hereby authorizes the County Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the 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 Bonds. The County Administrator is 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 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 adoption.

Enacted this _____ day of January, 2015.

BEAUFORT COUNTY, SOUTH CAROLINA

_____

Chair, County Council

ATTEST:

_____

Clerk, County Council

Date of First Reading: December 8, 2014
Date of Second Reading:
Date of Third Reading:

EXHIBIT A

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
BEAUFORT COUNTY
(BLUFFTON TOWNSHIP FIRE DISTRICT)
LIMITED GENERAL OBLIGATION BOND
SERIES 2015

No. R-

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
%			

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 named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____, in _____, _____ (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable _____ 1, _____ and semiannually thereafter on _____ 1 and _____ 1 of each year, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal 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 of the County authorizing the Bonds, 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, there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort 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 Bluffton Township Fire District (the "Fire District).

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository

nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating _____ and no/100 Dollars ($_____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ enacted by the County Council on _____, 2015 (the "Ordinance").

[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 of the same aggregate principal amount, interest rate, 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, school district and 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 and interest on this Bond as it respectively matures 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 facsimile signature of the Chair of County Council and attested by the facsimile signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

_____
Chair, County Council

ATTEST:

_____
Clerk, 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) under Uniform Gifts to Minors Act _____ (state)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	

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

(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	(Authorized Officer)
_____	_____
Notice: 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 assignment 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 legal opinion to be rendered shall accompany each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk of the County Council of the County. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of the 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 Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By:_____
Clerk, County Council

EXHIBIT B

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Beaufort County, South Carolina (the "County"), on _____, 2015, enacted an ordinance entitled "ORDINANCE NO. _____ AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed $8,500,000 Limited General Obligation Bonds, Series 2015 (the "Bonds") of the County.

The proceeds of the Bonds will be used: (a) to defray the cost of the construction of fire facilities and the purchase of additional equipment, including but not limited to fire trucks; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public 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 intention to seek a referendum must be filed within twenty (20) days following the publication of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE OF SALE
$_____ LIMITED GENERAL OBLIGATION BONDS, SERIES 2015
BEAUFORT COUNTY, SOUTH CAROLINA
(BLUFFTON TOWNSHIP FIRE DISTRICT)

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of $_____ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2015 (the "Bonds") will be received by the County Administrator or his lawfully authorized designee (the "County Administrator") in the offices of the [Bluffton Township Fire District/County Council], [357 Fording Island Road, Bluffton, South Carolina][100 Ribaut Road, Beaufort County, South Carolina], until 11:00 a.m., South Carolina time, on _____, 2015.

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for $_____ Limited General Obligation Bonds (Bluffton Township Fire District), 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 _____ at fax number (843) _____.

Electronic Bids:

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 Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of $5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. The Bonds will be dated _____ and will mature serially in successive annual installments on _____ 1 in each of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT

The Bonds will bear interest from the date thereof payable semiannually on _____ 1 and _____ 1 of each year, commencing _____, until they mature.

Redemption Provisions: The Bonds maturing on or prior to _____ 1, 20__, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, 20__, shall be subject to redemption at the option of the County on or after _____ 1, 20__, as a whole or in part at any time, in such order of maturity as determined by the County, at the redemption prices with respect to each Bond, at par, together with the interest accrued thereon to the date fixed for redemption:

Registrar/Paying Agent: Wells Fargo Bank, N.A., shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than two percent (2%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Bid Form: Each proposal should be enclosed in a sealed envelope marked "Proposal for $_____ Limited General Obligation Bonds (Bluffton Township Fire District), Series 2015, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the Town 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 Town all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

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

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

Delivery: The Bonds will be delivered on or about _____, 2015 in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. 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.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with _____.

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT D

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____ ___, 2015, 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 2015 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2015 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 2015 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 2015 Bonds and the 9-digit CUSIP numbers for all Series 2015 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 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 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 2015 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 2015 Bonds, as listed on Appendix A.

"Trustee" means the institution, if any, identified as such in the document under which the Series 2015 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, 2014. 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 2015 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 2015 Bonds, or other material events affecting the tax status of the Series 2015 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 2015 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 2015 Bonds and the 9-digit CUSIP numbers for the Series 2015 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 2015 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2015 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 2015 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 2015 Bonds or under any other document relating to the Series 2015 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 2015 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 2015 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 2015 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 2015 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2015 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: Gary Kubic
Title: County Administrator

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:	_____

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 2015 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:

2015 /

BEAUFORT COUNTY ZONING MAP AMENDMENT (LADY'S ISLAND) R200-15-51,-51A, -724, AND -725 (39.03 ACRES, KNOWN AS THE VILLAGE AT OYSTER BLUFF PUD), FROM LADY'S ISLAND COMMUNITY PRESERVATION (LICP) DISTRICT AND LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO PLANNED UNIT DEVELOPMENT (PUD).

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Zoning Map of Beaufort County, South Carolina. The map is attached hereto and incorporated herein.

Adopted this ____ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

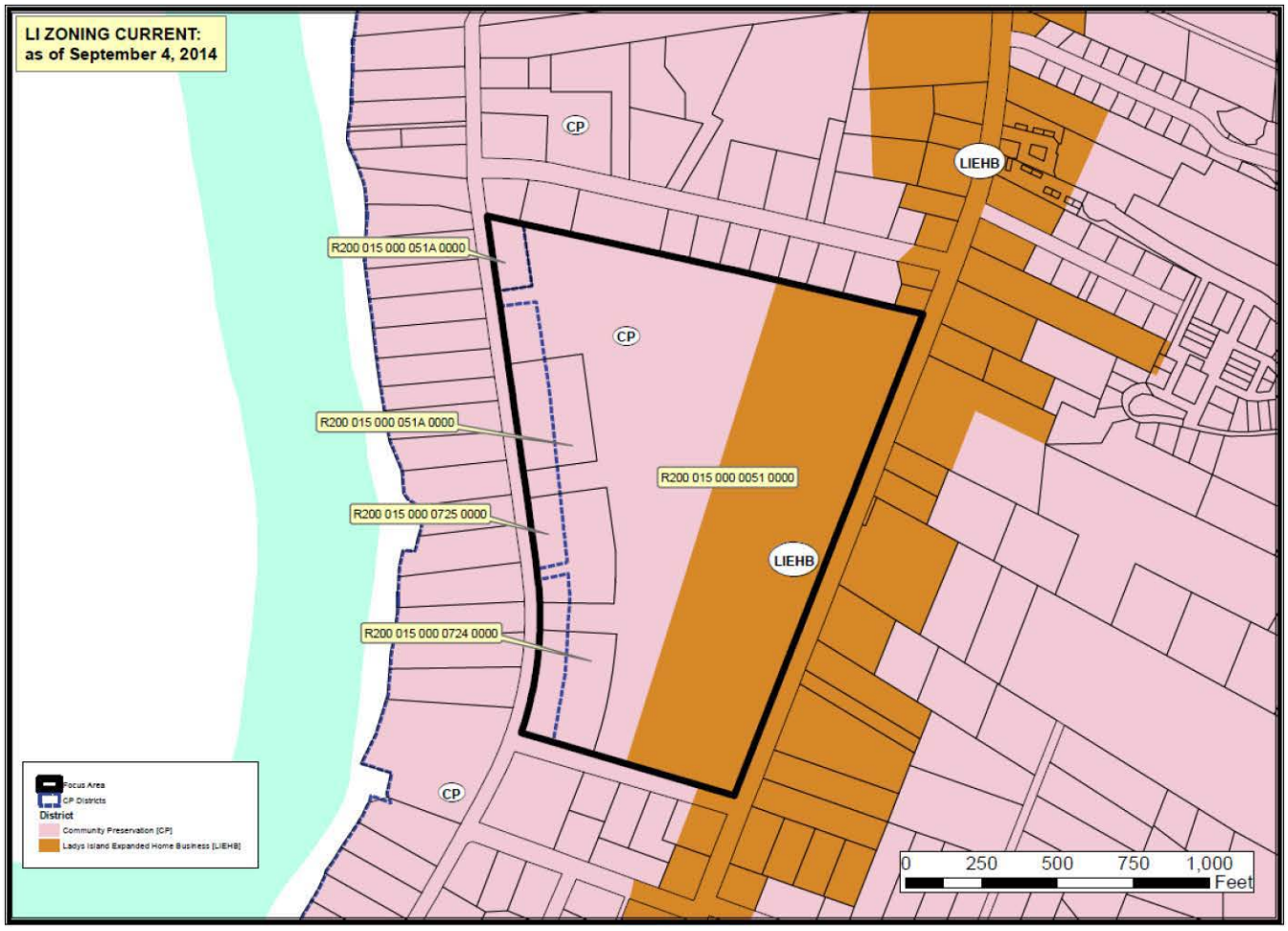
APPROVED AS TO FORM:

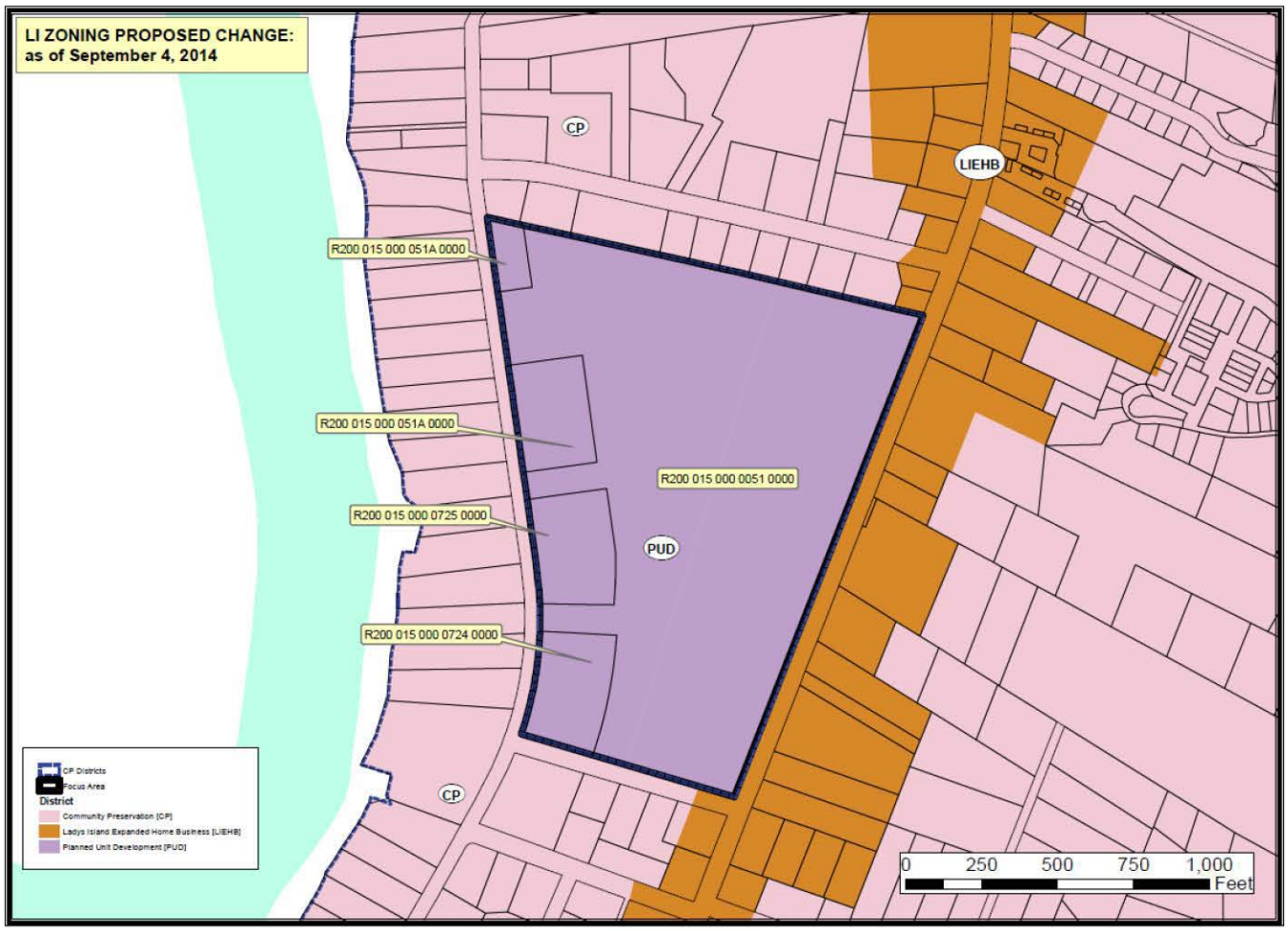
_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: December 8, 2014
Second Reading:
Public Hearing:
Third and Final Reading:


LI ZONING CURRENT:
as of September 4, 2014
CP
LIEHB
R200 015 000 051A 0000
CP
R200 015 000 051A 0000
R200 015 000 0051 0000
R200 015 000 0725 0000
LIEHB
R200 015 000 0724 0000
CP
Focus Area
CP Districts
District
Community Preservation [CP]
Ladys Island Expanded Home Business [LIEHB]
0 250 500 750 1,000
Feet


LI ZONING PROPOSED CHANGE:
as of September 4, 2014
CP
LIEHB
R200 015 000 051A 0000
R200 015 000 051A 0000
R200 015 000 0051 0000
R200 015 000 0725 0000
PUD
R200 015 000 0724 0000
CP
CP Districts
Focus Area
District
Community Preservation [CP]
Ladys Island Expanded Home Business [LIEHB]
Planned Unit Development [PUD]
0 250 500 750 1,000
Feet

ORDINANCE 2015 /

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO AMEND SECTION 2-28 OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE COUNCIL STIPEND FOR COUNTY COUNCIL MEMBERS

WHEREAS, Standards that are underscored shall be added text and Standards that are ~~line through~~ shall be deleted text.

WHEREAS, the County Council of Beaufort County has established a stipend in addition to the base annual pay received for service on Council for each County Council Member and the Chairman; and

WHEREAS, the County Council of Beaufort County deems it advisable to modify the County Council stipend; and

NOW, THEREFORE, BE IT ORDAINED by County Council of Beaufort County in a meeting duly assembled, by their authority to modify the meeting cap and stipend by Ordinance does hereby amend Beaufort County Code of Laws, Section 2-28, to read as follows:

Section 2-28 – Salary and Reimbursement

(a) Base annual pay. The members of council shall receive base annual pay for each fiscal year as follows:
  (1) Council member. Each member of council, with the exception of the chairman, shall receive $11,038.00; and
  (2) Council chairman. The chairman of council shall receive $14,349.00; and
  (3) Cost of living. Each member of council shall receive the county's annual cost of living adjustment.

(b) Council stipend. In addition to the base annual pay received for service on council, members and/or the chairman may be paid a stipend of ~~$40.00~~ $50.00 per meeting for his/her attendance at ~~144~~ 180 meetings for the fiscal year of any council committee meetings and other council-related business meetings.

(c) Maximum amount of payment. Payment for the council stipend shall be allowed up to the maximum amount authorized per fiscal year, as follows:
  (1) Council member. Payment of base annual pay in the fiscal year plus stipend (~~144~~ 180 meetings x ~~$40.00~~ $50.00 per meeting) for the fiscal year shall not exceed ~~16,798.00~~ $20,038 per fiscal year; and
  (2) Council chairman. Payment of base annual pay in the fiscal year plus stipend (~~144~~ 180 meetings x ~~$40.00~~ $50.00 per meeting) for the fiscal year shall not exceed ~~$20,109.00~~ $23,349.00 per fiscal year; and
  (3) A specially called (unscheduled) meeting of the county council of Beaufort County; and
  (4) A specially called (unscheduled) work session of the county council of the county council of Beaufort County; and
  (5) Any other business meeting at which the councilmember is in attendance in his/her official capacity as a member of council, i.e., an official meeting with an industrial prospect, an official meeting with another governmental entity, a meeting with a county committee, board, district, agency, authority, or commission, i.e., the Beaufort Memorial Hospital Board, the Solid Waste Advisory Council, the Beaufort-Jasper Water and Sewer Authority, any fire district, etc., or an organized meeting held within his/her district that he/she is attending in his/her official capacity as a member of council. These meetings are limited to 24-district

meeting per year. This would not include attendance at parades, ribbon cutting ceremonies, or any other non-required functions; and

(d) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for all scheduled meetings, *i.e.*, regular meetings, work sessions, public hearings; and

(e) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the stipend will be made on the second scheduled pay date of each month following the month in which the stipend was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

(f) *Required documentation.* An affidavit of attendance form must be completed and signed by the councilmember, and submitted to the finance department in order for payment of the stipend to be made. The affidavit provides for the recording of the date, time spent, location, and the purpose of the meeting, i.e., LCOG mileage, etc.; and

(g) *Dual payment.* No member of council shall receive a stipend for attendance at any unscheduled meeting if any form of payment for attendance at said meeting is received by the member from another source; and

(h) *Expenses*. Members may also be reimbursed for actual expenses incurred in the conduct of their official duties, S.C. Code 1982, § 4-9-100.

This Ordinance shall be reviewed in two years (2016).

This Ordinance shall become effective on the first full pay period in July 2015.

Adopted this ____ day of ____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY:_____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

_____
Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

2015 ATAX Tax Board Recommendations-ATax Distribution

	Organization	Event/Project	Amount Reqd	Amt Recomm.	Last Year	% of Recomm
1	Arts Center	Marketing	$ 13,000.00	$ 12,000.00	$ 13,000.00	92.3%
3	Beaufort Black Chamber	Tourism marketing	$ 100,000.00	$ 75,000.00	$ 65,000.00	75.0%
2	Beaufort Chamber	Tourism marketing	$ 105,000.00	$ 75,000.00	$ 19,150.00	71.4%
5	Beaufort Film Society	Int'l film festival	$ 17,500.00	$ 17,500.00	$ 13,500.00	100.0%
4	Beaufort Historical Society	Install/maintain historical markers	$ 10,000.00	$ 6,000.00	$ 4,000.00	60.0%
6	Bfuffton Historical Preservation	Heyward House operations	$ 25,000.00	$ 20,000.00	$ 20,000.00	80.0%
7	Coastal Disc. Museum	Cultural and eco tourism	$ 28,500.00	$ 20,000.00	$ 20,000.00	70.2%
8	Colleton River Plantation Club	2015 USGA Jr. Amateur golf tourn	$ 20,000.00	$ 10,000.00	$ -	50.0%
9	Community Foundation	Public Art Exhibition	$ 20,000.00	$ 10,000.00	$ -	50.0%
10	Daufuskie Island Foundation	Daufuski Day	$ 15,000.00	$ 15,000.00	$ -	100.0%
11	Daufuskie Island Historical Foundation	Historical brochures	$ 3,000.00	$ 3,000.00	$ 1,500.00	100.0%
12	Fort Fremont	Interpretive center/Picnic pavilion	$ 75,000.00	$ 10,000.00	$ -	13.3%
13	Friends of Fort Fremont	Grand opening of center	$ 23,000.00	$ 12,000.00	$ -	52.2%
14	Friends of Hunting Island	Fitness trail	$ 36,000.00	$ -	$ 25,000.00	0.0%
15	Friends of Spanish Moss Trail	Various additions to enhance the trail	$ 22,200.00	$ 10,000.00	$ 15,500.00	45.0%
16	Green's Sustainability in Golf Program	Triple Bottom Line marketing/promo	$ 14,000.00	$ 6,000.00	$ 6,000.00	42.9%
17	Heritage Days	Heritage Days	$ 50,000.00	$ 30,000.00	$ 20,000.00	60.0%
18	Heritage Library	People counter at Zion Chapel	$ 2,625.00	$ -	$ -	0.0%
20	HHI Choral Society	Digital marketing	$ 10,300.00	$ 3,000.00	$ 2,650.00	29.1%
21	HHI Concours	Concours d'Elegance	$ 20,000.00	$ 20,000.00	$ 15,000.00	100.0%
19	HHI Symphony	TV ads	$ 10,000.00	$ 6,000.00	$ 6,000.00	60.0%
22	HHI-Bluffton Chamber of Commerce	Spring TV and digital marketing	$ 30,000.00	$ 25,000.00	$ 32,000.00	83.3%
23	Hilton Head-Bluffton Visitors/Conv. Center	Meetings conferences	$ 250,000.00	$ -	$ -	0.0%
24	Historic Beaufort Foundation	Fall Festival of gardens	$ 11,430.00	$ 5,000.00	$ 5,000.00	43.7%
25	L/C Golf Club Owners Assoc.	Golf broadcast campaign	$ 35,000.00	$ 12,000.00	$ 15,000.00	34.3%
26	Main Street Beaufort	Shrimp Festival & Taste of Beaufort	$ 15,600.00	$ 15,000.00	$ 25,000.00	96.2%
27	Mitchelville Preservation Project	Dawn of Freedom exhibition	$ 60,000.00	$ 30,000.00	$ 20,000.00	50.0%
28	NIBCCA	Gullah Celebration	$ 50,000.00	$ 20,000.00	$ -	40.0%
29	Sandbox	Imagination hour program	$ 8,500.00	$ 2,500.00	$ 5,000.00	29.4%
30	SC Birding Trail Inc.	Operational costs	$ 50,000.00	$ -	$ -	0.0%
31	SC L/C and Resort Tourism Commission	Promotion/marketing	$ 43,500.00	$ 30,000.00	$ 25,000.00	69.0%
32	Shark Tooth Fairy	Kids shark tooth and fossil hunt	$ 25,000.00	$ -	$ -	0.0%
						53.0%
	Totals:		$ 1,199,155.00	$ 500,000.00	$ 373,300.00	
	Amount Total Allowed:	500000				
	Total Remaining	0				

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 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
Josh Gruber, Deputy County Administrator
Alicia Holland, Chief Financial Officer
Monica Spells, Asst. Co. Administrator
Dave Thomas, Purchasing Director

FROM: Rob McFee, County Engineer

SUBJ: **Wesley Felix Park Phase 2 Renovations**

DATE: November 12, 2014

BACKGROUND. Wesley Felix Park on St. Helena Island is one of the older existing parks in our system and has been scheduled for upgrades and improvements using St. Helena PALS Impact Fees. Phase 2 includes the construction of a new concession stand, restroom facilities and storage building.

On December 9, 2014, the following 5 bids were received:

Patterson Construction, Beaufort, SC	$374,445
JOCO Construction, Beaufort, SC	$459,000
Brunson Construction Company, Hampton, SC	$469,000
Hutter Construction Company, Beaufort, SC	$475,000
Neal's Construction, Beaufort, SC	$511,577

Patterson Construction's bid is considered non-responsive because the bid submittal did not comply with the County's SMB Participation Ordinance. Attachment #2 is the SMB Bid Review. An analysis of JOCO Construction bid prices revealed no apparent cause for rejecting their bid. Therefore, JOCO Construction is the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Ordinance.

FUNDING. The project would be funded by the St. Helena PALS Impact Fees - Wesley Felix Park Renovations Acct #26550011-54451 with an available fund balance of $794,000.

FOR ACTION. Public Facilities Committee Meeting on December 15, 2014.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of a contract award to JOCO General Contractors for $459,000.

JRM/DC/mjh

Attachments: 1) SMB Review
2) Bid Certification
3) Location Map

Hickman, Maggie

From: Hickman, Maggie
Sent: Wednesday, December 10, 2014 9:56 AM
To: Coleman, David
Subject: FW: Wesley Felix SMBE Review
Attachments: SMBE Review - Wesley Felix Park.pdf

From: Spells, Monica
Sent: Wednesday, December 10, 2014 7:29 AM
To: Hickman, Maggie
Subject: Wesley Felix SMBE Review

Please find attached the Wesley Felix Park project small and minority business enterprise (SMBE) review.

Brunson Construction, Hutter Construction, and JOCO General Contracting met all ten good faith efforts requirements.

Neal's Construction met seven of the requirements. Neal's failed to request the Beaufort County SMBE Vendor List and did not include copy of a written notice to the good faith agencies. Also, Neal's failed to provide proof of sending written notice to the good faith agencies.

Patterson Construction met four of the requirements. Patterson failed to request the Beaufort County SMBE Vendor List and did not include copy of written notice to SMBEs nor proof of sending written notice to SMBEs. Also, Patterson did not provide proof of sending a bid notice to SMBEs ten days in advance of the bid due date. Finally, Patterson failed to include copy of a written notice to the good faith agencies and did not provide proof of sending written notice to the good faith agencies.

If Patterson Construction is the apparent low bidder, based on the above and per Council ordinance, the County should consider moving to the next bidder, which appears to be Joco.

Thank you,

Monica N. Spells
Beaufort County Government
Post Office Drawer 1228 | Beaufort, SC 29901
843.255.2354 desk | mspells@bcgov.net

Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)

Wesley Felix Park– IFB #120214E

Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope	Proposed Amount
Brunson Construction Company Hampton, SC	Southern Roof & Woodcare	SBE	Hardeeville, SC	Roofing	$18,200
Hutter Construction Company Beaufort, SC	Espy Lumber	SBE	Okatie, SC	Lumber	$22,000
	Quality Electrical Systems	SBE	Beaufort, SC	Electrical	$125,000
JOCO General Contractors Beaufort, SC	Quality Electrical Systems	SBE	Beaufort, SC	Electrical	$130,000
Neal's Construction Beaufort, SC	W.S. Plumbing	MBE	Seabrook, SC	Plumbing	$14,000
	Cleveland Electrical	MBE	Saint Helena Island, SC	Electrical	$129,000
	Elam Heating	MBE	Ridgeland, SC	HVAC	$7,000
Patterson Construction Beaufort, SC	Paint Magic	MBE	Beaufort, SC	Painting	$12,066

MBE = Minority Business Enterprise
SBE = Small Business Enterprise
WBE = Woman Business Enterprise

Prepared by Monica Spells
December 9, 2014

Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)

Wesley Felix Park– IFB #120214E

	Prime Bidder/Proposer	Brunson	Hutter	JOCO	Neal's	Patterson
1	Included Good Faith Efforts Checklist Form	1	1	1	1	1
2	Requested Beaufort County SMBE Vendor List	1	1	1	0	0
3	Included Copy of Written Notice to SMBE	1	1	1	1	0
4	Provided Proof of Sending Written Notice to SMBE	1	1	1	1	0
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1	1	1	0
6	Included Copy of Written Notice to Good Faith Agencies	1	1	1	0	0
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1	1	0	0
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1	1	1	1
9	Included Completed Outreach Documentation Log (Exhibit 2)	1	1	1	1	1
10	Included Completed Proposed Utilization Plan (Exhibit 3)	1	1	1	1	1
	Total	**10**	**10**	**10**	**7**	**4**

Brunson Construction Company (Hampton, SC)
Hutter Construction Company (Beaufort, SC)
JOCO General Contractors (Beaufort, SC)
Neal's Construction (Beaufort, SC)

Total of 10 Possible Points

Scoring:
0 = No
1 = Yes

Prepared by Monica Spells
December 9, 2014

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Project Name:	**Wesley Felix Park**
Project Number:	IFB# 120214E
Project Budget:	
Bid Opening Date:	December 9, 2014
Time:	3:00 PM
Location:	Building #2 1026 Industrial Village Rd, Beaufort, SC
Bid Administrator:	Dave Thomas, Beaufort County Purchasing Director
Bid Recorder:	

The following bids were received for the above referenced project

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS		BID GRAND TOTAL	
All Projects Unlimited, LLC									
Brunson Const. Co.		x						$469,000.00	
Collins Const.									
Hutter Const.		x						$475,000.00	
JOCO Const.		x						$459,900.00	
Mitchell Const.									
Neal's Const.		x						$511,577.00	
North Lake Const.									
Patterson Const.		x						$374,445.00	

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

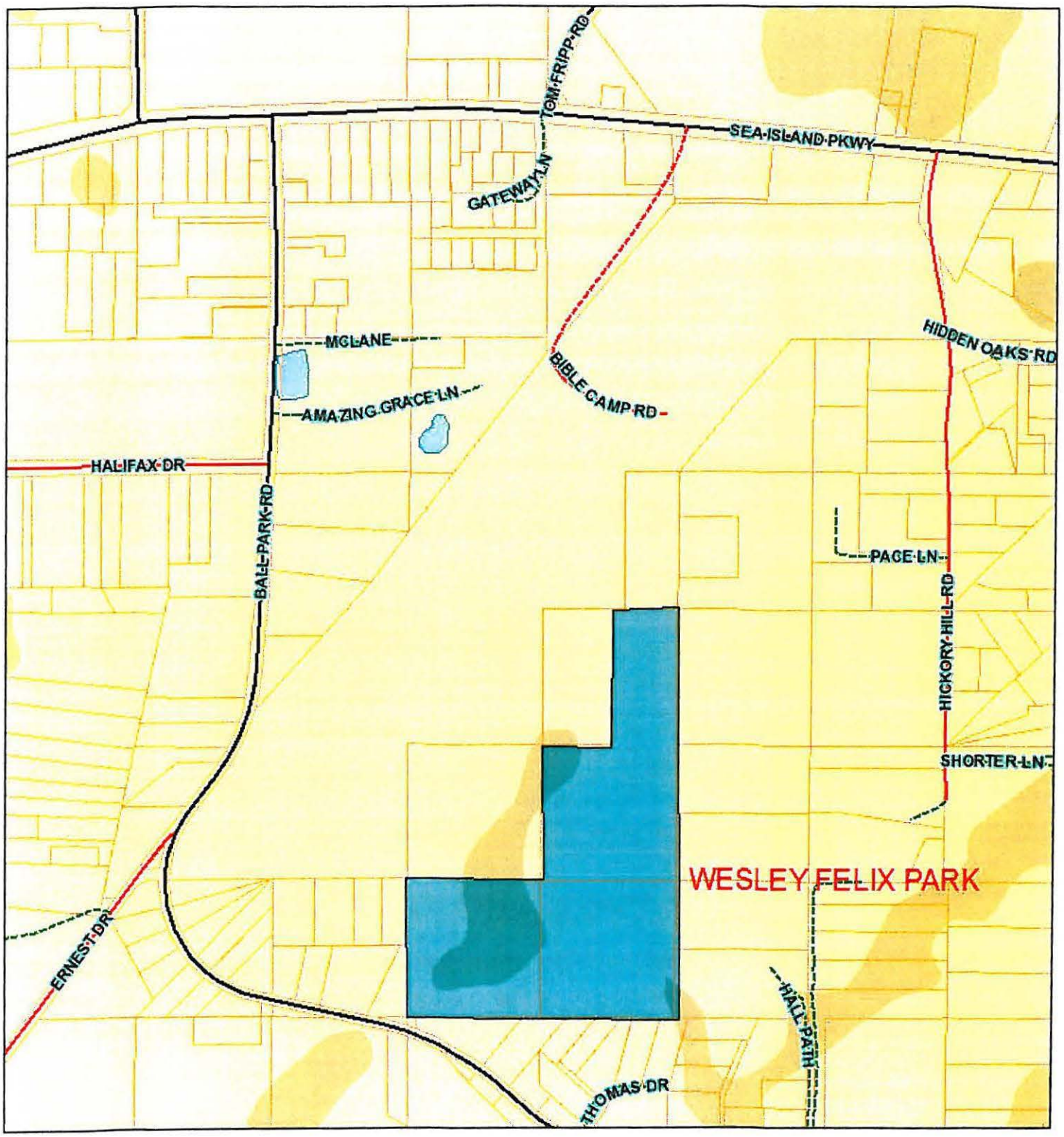
Bid Administrator Signature

Linda Malette

Bid Recorder Signature

Bid Certification Signature

WESLEY FELIX PARK - BALL PARK RD



October 24, 2014

1:9,726

0 0.075 0.15 0.3 mi

0 0.125 0.25 0.5 km

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- TOWN, PAVED
- TOWN, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED
- Parcels

XXX

CDBG Notice of Public Hearing Concerning Needs Assessment

Beaufort County

NOTICE IS HEREBY GIVEN that on Monday, January 12, 2015 at 6:00 p.m. in County Council Chambers inside Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC, 29902, Beaufort County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development in the county. At this public hearing Beaufort County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

This public hearing and the matters to be discussed are subject to the provisions of the County's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of the County in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan is available for review at Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC, 29902 Monday through Friday between the hours of 9:00a.m. and 5:00p.m. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Michelle Knight, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 726-5536.

Beaufort County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Joshua A. Gruber, County Attorney for Beaufort County, PO Box 1228, Beaufort, SC 29901- 1228, (843) 255-2055, has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

Note: Assistance will be provided to accommodate the special needs of disabled persons upon request.

2015

Community Development Block Grant

CDBG

Community and Economic Development

Strengthening People Strengthening Communities

The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI). The program has been funded through the State since1982 by US Dept of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I). The Annual allocation from HUD for the program is administered by: S C Department of Commerce -Division of Grant Administration.

SC has been allotted approximately $19,295,365 CDBG funds for 2015. This allocation has been divided among the program as follows:

Community Development Programs:	**$16,116,505**
•*Community Infrastructure*	$10,216,505
•*Community Enrichment*	$3,000,000
•*Neighborhood Revitalization*	$2,000,000
•*Special Projects*	$300,000
"Ready to Go" Public Facilities Program	$600,000

- **<u>Business Development Program:</u>** $2,000,000
- Regional Planning Program: $ 500,000
- State Technical Assistance (1%) $ 192,953
- State Administration (2% of allocation+$100,000) $485,907

All Projects have to meet a national objective meaning:

- **Benefit low-to-moderate income ("LMI") Persons**
- **Aid in the prevention or elimination of slums or blight**
- **Meet other urgent community needs posing a serious threat to the health or welfare of the community, where other financial resources are not available to meet such needs**

LMI QUALIFIED

Beaufort County		1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8+ Person
Median Family Income:	30% Limits	**$13,400**	**$15,300**	**$17,200**	**$19,100**	**$20,650**	**$22,200**	**$23,700**	**$25,250**
	50% Limits	**$22,300**	**$25,500**	**$28,700**	**$31,850**	**$34,400**	**$36,950**	**$39,500**	**$42,050**
$63,400	80% Limits	**$35,700**	**$40,800**	**$45,900**	**$50,950**	**$55,050**	**$59,150**	**$63,200**	**$67,300**

Community and Economic Development

Strengthening People Strengthening Communities

FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our race, color, religion, sex, familial status, or national origin.

In the sale and rental of housing

In residential real estate transactions

In the provision of brokerage services



If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated. Lowcountry Council of Governments is committed to Fair Housing.

As a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing.

Lowcountry Council of Governments is committed to Fair Housing.
For more information, please call us at 843-726-5536.

EQUAL HOUSING OPPORTUNITY

Application Request Deadlines

Ongoing

- "Ready to Go"

March 13, 2015 at 5:00 PM

- Community Infrastructure

August 14, 2015 at 5:00 PM

- Community Enrichment
- Neighborhood Revitalization
- Special Projects

Applications Are Due By:

April 13, 2015 at 5:00 PM

- Community Infrastructure

September 14, 2015 at 5:00 PM

- Community Enrichment
- Neighborhood Revitalization
- Special Projects

"Ready to Go" **and Business Development Projects are due 30 days after a request is made.**

Funding Amounts that can be applied for:

	Minimum	Maximum
Community Infrastructure	$50,000	$ 750,000
Community Enrichment	$ 50,000	$ 500,000
Special Projects	$50,000	$150,000
Neighborhood Revitalization	$50,000	$ 500,000
“Ready to Go”	$50,000	$ 500,000
Business Development	$50,000	$ 500,000
Job Creation/Retention	$50,000	$10,000 per job

MATCH REQUIREMENTS

- **Matching fund requirements for all projects are now 10% of the grant request.**

- **However, additional leveraging for Community Development projects will make your project more competitive.**