

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
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D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

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GARY T. KUBIC  
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

THOMAS J. KEAVENY, II  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
Monday, January 11, 2016  
6:00 p.m.  
Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

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

1. CALL TO ORDER - 6:00 P.M.
2. REGULAR MEETING
3. PLEDGE OF ALLEGIANCE
4. INVOCATION – Councilman Gerald Dawson
5. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – December 14, 2015 [caucus](#) and December 14, 2015 [regular](#)
  - B. Committee Reports (next meeting)
    1. Community Services (January 25 at 2:30 p.m., ECR)
    2. Executive (March 14 at 3:00 p.m., ECR)
      - a. Minutes – December 14, 2015 ([backup](#))
    3. Finance (January 19 at 2:00 p.m., ECR)
    4. Governmental (February 1 at 4:00 p.m., ECR)
      - a. Minutes – December 7, 2015 ([backup](#))
      - b. Minutes – November 23, 2015 ([backup](#))
    5. Natural Resources (February 1 at 2:00 p.m., ECR)
      - a. Minutes – January 4, 2016 ([backup](#))
    6. Public Facilities (January 19 at 4:00 p.m., ECR)
  - C. Appointments to Boards and Commissions ([backup](#))
6. PUBLIC COMMENT – Speaker sign-up encouraged no later than 4:45 p.m. day of the meeting.



7. CONSENT AGENDA

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

1. Consideration of second reading to occur January 11, 2016
2. Public hearing announcement – Monday, January 25, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. First reading approval occurred December 14, 2015 / Vote 10:0
4. Natural Resources Committee discussion and recommendation to approve ordinance on first reading occurred December 7, 2015 / Vote 7:0

B. PORT ROYAL ISLAND ZONING MAP AMENDMENT FOR R100-027-000-0013 AND R100-027-000-013A-0000 (36-ACRE PORTION OF TWO PARCELS) FROM C3-NMU (NEIGHBORHOOD MIXED USE) TO T4-NEIGHBORHOOD CENTER (NC) WITH THE REMAINING 70-ACRE PORTION OF THE PROPERTY TO REMAIN WITH THE BASE ZONING CLASSIFICATION OF C3-NMU UNDER THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE ([backup](#))

1. Consideration of second reading to occur January 11, 2016
2. Public hearing announcement – Monday, January 25, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. First reading approval, by title only, occurred December 14, 2015 / Vote 10:0
4. Natural Resources Committee discussion occurred December 7, 2015

C. AN ORDINANCE TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN T&D LAND HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “OWNER”), BURTON DEVELOPMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “DEVELOPER”) AND THE GOVERNMENTAL AUTHORITY OF BEAUFORT COUNTY, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION (“BEAUFORT COUNTY”) ([ordinance](#)) ([clean version](#)) ([blackline version](#))

1. Consideration of first reading to occur January 11, 2016
2. Public hearing announcement:
  - (a) One of Two – Monday, January 25, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
  - (b) Two of Two - Monday, February 29, 2016 beginning at 6:30 p.m. Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Natural Resources Committee discussion occurred December 7, 2015

D. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (REFUNDING OF SERIES 2007 BONDS) (RESULTING IN A POTENTIAL COST DIFFERENCE) ([backup](#))

1. Consideration of second reading to occur January 11, 2016
2. Public hearing announcement – Monday, January 25, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. First reading approval occurred December 14, 2015 / 10:0

E. ENGINEERING AND CONSULTING SERVICES FOR THE 2015 OKATIE WEST REGIONAL STORMWATER BMP, A CWA SECTION 319 GRANT PROJECT ([backup](#))

1. Contract award: Ward Edwards Engineering, Bluffton, South Carolina
2. Contract amount: \$109,473
3. Funding source: Primary Funding, Account 50250011-51160, Stormwater fees
4. Natural Resources Committee discussion and recommendation to award the contract occurred January 4, 2016 / Vote 6:0
5. Stormwater Management Utility Board approved the contract award on December 16, 2015 / Vote 7:0

F. SOUTHERN BEAUFORT COUNTY MAP AMENDMENT/REZONING REQUEST FOR R600-013-000-0061-0000 (20+/- ACRE PORTION, FORMERLY KNOWN AS OKATIE MARSH PLANNED UNIT DEVELOPMENT, ON S.C. HIGHWAY 170 BETWEEN HEFFALUMP AND PRITCHER POINT ROADS) FROM T1 (NATURAL PRESERVE) TO T2R (RURAL) ([backup](#))

1. Consideration of first reading to occur January 11, 2016
2. Natural Resources Committee discussion occurred January 4, 2016 / Vote 6:0
3. Planning Commission discussion and recommendation to approved occurred December 7, 2015 / Vote 6:0

G. A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER STEPHANIE BRUMLEY TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF *THE CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED ([backup](#))

1. Governmental Committee to occur Monday, January 11, 2016 beginning at 2:00 p.m.

## 8. NEW BUSINESS

A. ADOPTION OF 2016 CAUCUS AND REGULAR MEETING SCHEDULE ([backup](#))

B. ESTABLISHMENT OF HAWKERS' AND PEDDLERS' LICENSE FEES ([backup](#))

9. PUBLIC HEARING

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

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

1. Consideration of third and final reading to occur January 11, 2016
2. Second reading approval occurred December 14, 2015 / Vote 10:00
3. First reading approval occurred November 30, 2015 / Vote 11:0
4. Finance Committee discussion and recommendation to approve ordinance on first reading occurred November 16, 2015 / Vote 6:0

10. MATTERS ARISING OUT OF EXECUTIVE SESSION

11. PUBLIC COMMENT - Speaker sign-up encouraged.

12. ADJOURNMENT

Official Proceedings  
County Council of Beaufort County  
December 14, 2015

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

A caucus of the County Council of Beaufort County was held Monday, December 14, 2015 beginning at 4:00 p.m. in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**RECEIPT OF COUNTY ADMINISTRATOR'S TWO-WEEK PROGRESS REPORT**

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from November 30, 2015 through December 11, 2015.

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

Mr. Joshua Gruber, Deputy County Administrator / Special Counsel, presented his Two-Week Progress Report, which summarized his activities from November 30, 2015 through December 11, 2015.

**DISCUSSION ITEM**

Mr. Caporale referenced agenda item 11b, Engineering and Consulting Services for 2015 Beaufort County Stormwater Management Implementation Guide. He inquired of the amount of money the County is spending on soft costs--consulting/engineering--as opposed to project/construction costs in the stormwater management area. He asked staff to provide Council an update on the stormwater projects and associated costs in the immediate future.

Mr. Kubic, County Administrator, will instruct staff to update the 2011 Stormwater Utility Report, developed to inform the citizens of what the Stormwater Utility had achieved in its first ten years. The Report summarized all 864 County projects completed by year, provided a detailed report on the 171 projects that were over \$20,000 in cost, and presented the plan to maintain the improvements as the Stormwater Utility addresses the next challenge of restoring shellfish harvesting impairments in some of the County's waterways.

**CALL FOR EXECUTIVE SESSION**

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

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

**EXECUTIVE SESSION**

**ADJOURNMENT**

Council adjourned at 5:10 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:

Official Proceedings  
County Council of Beaufort County  
December 14, 2015

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

The regular session of the County Council of Beaufort County was held Monday, December 14, 2015 beginning at 5:15 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance.

**INVOCATION**

Councilman Cynthia Bensch gave the Invocation.

**SANTA'S BLESSED HELPERS**

Mr. Bill Love, Director, Disabilities and Special Needs Department, continued the 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. In the spirit of giving and sharing, the consumers presented a mug bearing the department logo, a piece of art, and a collection of James P. Singleton's drawings to each member of Council.

Next, Mr. Love introduced Mrs. Nancy Pinkerton, representing the Disabilities and Special Needs Board, who announced that the Board is nominating Council as a candidate for the Silver Palmetto Award because of the extensive support it has provided to the Department throughout 2015. This support has enabled the Department to open two new Community Training Homes in the Bluffton area as well as to begin laying the groundwork for expanding Day Program services to the Bluffton / Hilton Head Island area in the very near future. The County has contracted with the Department to provide janitorial services to a variety of County agencies and has advocated for our consumers' employment at two Goodwill stores and the U.S. Marine Corps Air Station Beaufort.



**PRESENTATION / \$1,000,000 CHECK FROM HILTON HEAD HUMANE ASSOCIATION FOR THE NEW ANIMAL SERVICES CAMPUS**

Mr. Phil Foot, Assistant County Administrator-Public Safety, stated Beaufort County and the Hilton Head Humane Association are one-step closer to bringing their vision to fruition of a new \$7 million animal shelter facility in the Okatie area. He introduced Mrs. Franny Gerthoffer, Executive Director, Hilton Head Humane Association, who affirmed the Association's commitment to the project by presenting a gift of \$1 million to Council. The two groups recently signed an agreement for the construction and operation of a 22,000 square-foot facility surrounded by open space and trails. The County's Animal Services staff will treat and house animals and the Humane Association staff will manage a spay-neuter clinic and adoption center at the facility. The proposed facility will feature new technology to help reduce disease and improve the air exchange system, which will provide a healthier environment for staff and resident animals. The County has dedicated \$500,000 to design the facility and \$3.5 million for the project. The remaining \$2 million of the facilities' estimated cost will come from private fundraising.

**RECOGNITION**

**2015 Beaufort Boys 10 Under State Soccer Champions and 2015 Bluffton Boys 12 Under State Soccer Champions**

Ms. Shannon Loper, Interim Director, Parks and Leisure Services Department, announced that Beaufort Boys 10 Under and Bluffton Boys 12 Under won the 2015 State Soccer Championships. The event was held the weekend of December 4, 2015 at Buckwalter Regional Park, Bluffton.

The Chairman recognized these successful players and their coaches today and, presented certificates to each coach and team member.

**INTRODUCTIONS**

**David Wilhelm, New Public Works Director**

Mr. Eric Larson, Division-Director, Environmental Engineering, introduced Mr. David Wilhelm, who will serve as the new Public Works Director. He is from Lancaster County Solid Waste Management Authority where he served as a Senior Manager for Capital Projects. Some of his past careers include working for two Delaware firms: Greggo & Ferrara, Inc., as a project manager and estimator, and Vice President for Daisy Construction, Co., a heavy highway paving utility contractor. He holds P.E. licenses in Delaware, Pennsylvania and, soon, South Carolina. He holds a B.S., in Civil Engineering, from the University of Delaware.



### **Rebecca Baker, New MS4 Coordinator**

Mr. Eric Larson, Division-Director, Environmental Engineering, introduced Ms. Rebecca Baker, who will serve as the new MS4 Coordinator. She is from the City of Bartow, Florida, where she served as an engineering technician in managing their MS4 Program, a program that is in its third, five-year permit cycle. Prior to that, she worked with Polk County, Florida as a construction inspector. She holds numerous certificates and licenses. She is a Florida Qualified Stormwater Manager Inspector with the Florida Department of Environmental Protection, she is FEMA Certified in incident management and, she has ICPR training (a software program used for stormwater modeling).

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

### **ADMINISTRATIVE CONSENT AGENDA**

#### **Review of the Proceedings of the Caucus held November 30, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve the minutes of the caucus held November 30, 2015. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

#### **Review of the Proceedings of the Regular Meeting held November 30, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve the minutes of the regular meeting held November 30, 2015. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

### **Committee Reports**

#### **Community Services Committee**

#### **Alcohol and Drug Abuse Board**

There are two nominees to fill one vacancy.

Worth Lippfert

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Worth Lippfert garnered the six votes required to serve as a member of the Alcohol and Drug Abuse Board. The term expires February 2020.

Joseph Naughton

Since Mr. Lippfert garnered the six votes to serve as a member of Alcohol and Drug Abuse Board, a vote to consider Mr. Naughton's appointment was not necessary.

### **Rural and Critical Lands Board**

Susie Gordon-Fripp

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Ms. Susie Gordon-Fripp, representing Council District 1, garnered the six votes required to serve as a member of the Rural and Critical Lands Board.

### **Executive Committee**

Mr. Stewart, as Chairman of the Executive Committee, nominated Ms. Lora Quincy, representing Council District 4, to serve as a member of the Tax Equalization Board.

### **Governmental Committee**

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

Melinda Ellis

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mrs. Melinda Ellis, representing at-large, garnered the six votes required to serve as a member of the Lady's Island / St. Helena Island Fire District Commission.

### **Public Facilities Committee**

#### **County Transportation Committee**

Joseph Stroman

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Joseph Stroman, representing Council District 1, garnered the six votes required to serve as a member of the County Transportation Committee.

Mark McCain

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Mark McCain, representing Council District 2, garnered the six votes required to serve as a member of the County Transportation Committee.

Craig Forrest

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Craig Forrest, representing Council District 6, garnered the six votes required to serve as a member of the County Transportation Committee.

Bob Arundell

The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. Mr. Bob Arundell, Council District 8, garnered the six votes required to serve as a member of the County Transportation Committee.

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

### **PUBLIC COMMENT**

The Chairman recognized Mrs. Evva Anderson, a resident of Pritchardville, who expressed opposition to the proposed rezoning of the approximate 35-acres of the Huggins property. The crux of her problem is, while referred to as a downzoning, it, really allows more uses than what currently is allowed under the current zoning--T3-Edge.

### **CONSENT AGENDA**

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

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

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

The Chairman announced a public hearing on Monday, January 11, 2016 beginning at 6:30 p.m. in Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort.

### **CONTRACT AWARD / ENGINEERING AND CONSULTING SERVICES FOR 2015 BEAUFORT COUNTY STORMWATER MANAGEMENT IMPLEMENTATION GUIDE**

This item comes before Council under the Consent Agenda. Discussion occurred at the December 7, 2015 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council award a contract to Applied Technology & Management, Inc., Okatie, South Carolina in the amount of \$475,000 to provide engineering and consulting services for the 2015 Beaufort County Stormwater Management Implementation Guide. The primary source of funding is Account 50250011-51160, Stormwater fees, to include cost share reimbursements as follows: \$139,412.50 from the Town of Hilton Head Island, \$47,642.50 Town of Bluffton, \$34,057.50 City of Beaufort, and \$14,345.00 Town of Port Royal. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the December 7, 2015 meeting of the Natural Resources Committee.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council approve on first reading a Southern Beaufort County Zoning Map Amendment for five parcels from T3-Edge (R600 036 000 0001 0000, R600 036 000 001D 0000, R600 036 000 001F 0000, R600 036 000 001H 0000 and R600 036 000 0364 0000) and one parcel (R600 036 000 0439 0000) from May River Community Preservation District--all six parcels rezoned to T2-R (Rural). The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

## **CONTRACT AWARD / HILTON HEAD ISLAND AIRPORT RUNWAY 21 APPROACH OBSTRUCTION TREE REMOVAL**

This item comes before Council under the Consent Agenda. Discussion occurred at the December 14, 2015 meeting of the Executive Committee.

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council award a contract to All Care Tree Surgery, Inc. of Hilton Head Island, South Carolina in the amount of \$487,979 to remove obstructions that currently penetrate the Runway 21 aircraft approach surfaces, and Talbert, Bright and Ellington, Charlotte, North Carolina in the amount of \$224,588 for the construction administration/resident project representative fee. The source of funding is 90% FAA Grant 31, 5% SCAC Grant 11-015, and 5% Hilton Head Island Airport Capital Projects Fund. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

## **NEW BUSINESS**

**AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (REFUNDING OF SERIES 2007 BONDS)**

Mr. Joshua Gruber, Deputy County Administrator/Special Counsel, stated this item deals with the refinancing of existing debt that, by virtue of the fact that we can receive lower interest rates in the market today, than when we first issued these bonds, we should be able to save approximately \$1.9 million over the life of the bonds. This is not an issuance of new debt.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on first reading an ordinance to authorize the issuance and sale of General Obligation Advanced Refunding Bonds, Series 2016A, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not exceeding \$21,000,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto (refunding of Series 2007 Bonds). The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

## **PUBLIC HEARING**

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

The Chairman opened a public hearing beginning at 6:00 p.m. for the purpose of receiving public comment regarding a text amendment to the Community Development Code (CDC) Table 3.1.60 Consolidated Use Table - Offices and Services, #17. Residential Storage Facility, adding “C” (Permitted Use with Conditions) to T4-HC (Hamlet Center). After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:01 p.m.

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

## **MATTERS ARISING OUT OF EXECUTIVE SESSION**

### **Acquisition of Huddle House Property, Boundary Street, Beaufort**

It was moved by Mrs. Howard, seconded by Mr. Flewelling, that Council approve the purchase of property known as the Huddle House property, located in Battery Park, Boundary Street, Beaufort. The property is 0.43 acres +/- consisting of Tax Parcel R122 026 00A 0099 0000. Acquisition will be made utilizing \$506,000 in funds from the Beaufort County Rural and Critical Lands Preservation Program; and, further, is contingent on the matching purchase of Sea Eagle Market by the City of Beaufort and the United Way building by the Beaufort County Open Land Trust. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. Rodman, Mr. Sommerville and Mr. Stewart. NAYS - Mrs. Bensch, Mr. Caporale and Mr. McBride. ABSENT – Mr. Vaux. The motion passed.

**Port Royal Island Zoning Map Amendment for R100-027-000-0013 and R100-027-000-013A-0000 (36-acre portion of two parcels) from C3-NMU (Neighborhood Mixed Use) to T4-Neighborhood Center (NC) with the remaining 70-acre portion of the property to remain with the base zoning classification of C3-NMU under the Zoning and Development Standards Ordinance**

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve on first reading, by the title, a Port Royal Island Zoning Map Amendment for R100-027-000-0013 and R100-027-000-013A-0000 (36-acre portion of two parcels) from C3-NMU (Neighborhood Mixed Use) to T4-Neighborhood Center (NC) with the remaining 70-acre portion of the property to remain with the base zoning classification of C3-NMU under the Zoning and Development Standards Ordinance. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Stewart. ABSENT - Mr. Vaux. The motion passed.

### **PUBLIC COMMENT**

There were no requests to speak during public comment.

### **ADJOURNMENT**

Council adjourned at 6:35 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

ATTEST: \_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

Ratified:



## **EXECUTIVE COMMITTEE**

**December 14, 2015**

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

The Executive Committee met Monday, December 14, 2015 beginning at 2:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### **ATTENDANCE**

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

County staff: Allison Coppage, Assistant County Attorney; Anthony Criscitiello, Planning Director; Joshua Gruber, Deputy County Administrator/Special Counsel; Phil Foot, Assistant County Administrator-Public Safety; Alicia Holland, Assistant County Administrator-Finance; Greg Hunt, Mosquito Control Director; Thomas Keaveny, County Attorney; Colin Kinton, Division Director-Transportation Engineering; Gary Kubic, County Administrator; Jon Rembold, Airports Director; and Dave Thomas, Purchasing Director.

Public: Gordon Bowers, Chairman, Lady's Island/St. Helena Island Fire District Commission; Gary Bright, Chairman, Burton Fire District Commission; State Senator Tom Davis; Chief Bruce Kline, Lady's Island/St. Helena Island Fire District; Chief Harry Rountree, Burton Fire District; and Frank Turano, Lowcountry Regional Manager, Alliance Consulting Engineers, Inc.

Media: Joe Croley, *Lowcountry Inside Track*, and Scott Thompson, *Bluffton Today*.

Councilman Jerry Stewart chaired the meeting.

### **ACTION ITEMS**

#### **1. Consideration of Contract Award**

##### **A. Hilton Head Island Airport Runway 21 Approach Obstruction Tree Removal**

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

**Discussion:** Mr. Dave Thomas, Purchasing Director, presented this item to the Committee. Beaufort County issued an Invitation for Bid to contractors capable of providing the

requisite services associated with removing obstructions that currently penetrate the Runway 21 aircraft approach surfaces. Execution of this project allows the airport to operate more efficiently because operational constraints can be removed when the surfaces are free of obstructions. The bids were reviewed and evaluated by staff and it was determined that All Care Tree Surgery Inc. of Hilton Head Island, South Carolina, was the lowest responsible/responsive bidder. This project is being undertaken in accordance with the Hilton Head Island Airport Master Plan as approved by Council in October 2010.

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Committee approve and recommend to Council a contract award to All Care Tree Surgery, Inc. of Hilton Head Island, South Carolina in the amount of \$487,979 to remove obstructions that currently penetrate the Runway 21 aircraft approach surfaces as well as to Talbert, Bright and Ellington, Charlotte, North Carolina in the amount of \$224,588 for the construction administration/resident project representative fee. The source of funding is 90% FAA Grant 31, 5% SCAC Grant 11-015, and 5% Hilton Head Island Airport Capital Projects Fund. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to All Care Tree Surgery, Inc. of Hilton Head Island, South Carolina in the amount of \$487,979 to remove obstructions that currently penetrate the Runway 21 aircraft approach surfaces as well as to Talbert, Bright and Ellington, Charlotte, North Carolina in the amount of \$224,588 for the construction administration/resident project representative fee. The source of funding is 90% FAA Grant 31, 5% SCAC Grant 11-015, and 5% Hilton Head Island Airport Capital Projects Fund.

## **2. Consideration of Reappointments and Appointments**

### **• Tax Equalization Board**

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

**Motion:** It was moved by Mr. McBride, seconded by Mr. Flewelling, that Committee approve and recommend to Council the nomination of Lora Quincy, representing Council District 4, to serve as a member of the Tax Equalization Board. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council nominate Lora Quincy, representing Council District 4, to serve as a member of the Tax Equalization Board.

## **INFORMATION ITEMS**

### **3. Consideration of Contract Award**

#### **A. Request to Purchase Public Health Insecticide for Beaufort County Mosquito Control**

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

**Discussion:** Mr. Dave Thomas, Purchasing Director, presented this item to the Committee. The Purchasing Department received a request from the Mosquito Control Director to purchase an EPA-registered public health insecticide, Altosid XRBriquets, from ADAPCO, Inc., Sanford, Florida (State Contract #4400003967). Mosquito Control will use this product to treat an estimated 22,500 catch basins starting in April 2016. Mosquitoes, potentially associated with West Nile virus, use stormwater structures as breeding sites, and the timely treatments will help reduce the risk of this mosquito borne disease among humans, horses, and wildlife.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. McBride, that Committee approve and award a contract to ADAPCO, Inc., Sanford, Florida in the amount of \$76,142 for the purchase of Altosid XRBriquets, an EPA-registered public health insecticide. The source of funding is 10001400-52320, Mosquito Control-Public Health Products. The vote: YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** Committee awarded a contract to ADAPCO, Inc., Sanford, Florida in the amount of \$76,142 for the purchase of Altosid XRBriquets, an EPA-registered public health insecticide. The source of funding is 10001400-52320, Mosquito Control-Public Health Products.

### **4. Legislative Update with Senator Tom Davis**

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

**Discussion:** Senator Davis commented briefly on several issues before the Legislature in January 2016.

South Carolina Collective Road Act - This is the first bill on the 2016 calendar. It is in uninterrupted debt status. It will center on what reforms will there be to the expenditure side of the equation to the SC Department of Transportation and State Infrastructure Bank and, to the revenue side of the equation, how much of whatever new revenue is necessary will come from new dollars, from existing sources, and from a gas tax.

K-12 Education Reform Initiative – Need for us to push hard to make the EFA as part of this comprehensive response back to the Supreme Court -- take these nine or ten funding

formulas and collapse them into one single revenue stream – and develop something new. At present, we fund programs. Monies come down in silos from the state down to the locals and must be spent within a certain defined ban. In addition, we need to take the restrictions off and let the school districts decide the most appropriate allocation of those funds given their particular needs.

Jasper Port – Continue to make sure we have a sufficient annual appropriation to cover the permitting expenses for the Jasper Port. The permits have been filed and that is moving forward with the Corps of Engineers. We had a \$1.5 million recurring appropriation last year for permitting; and, we need to continue, in that regard, to make sure that throughout the four- or five-year permitting process, that we are not having a slippage there.

Senator Davis also commented briefly on Council's 2015/2016 legislative policy issues that were presented to the South Carolina Association of Counties in August 2015.

**Status:** Senator Davis will attend either the January or February 2016 Committee meeting to provide: (i) an early session update on where we are and to see where we need to focus some of our efforts, (ii) obtain direction from Council on what it would like to see happen, (iii) provide a better sense of where the debate has gone with the gas tax, (iv) what he sees the comprehensive education response being, (v) where we are with USC-B funding, and (vi) where we are in regard to EFA.

**5. A resolution of Beaufort County Council encouraging the Beaufort County Legislative Delegation to take such actions as may be necessary to facilitate the inclusion of all fire districts operating within the geographical boundaries of Beaufort County that are not operated by a municipal entity under the control of Beaufort County Council**

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

**Discussion:** Mr. Jerry Stewart, Chairman, presented this item to the Committee. Council is currently responsible for the management and operation of three chartered fire districts identified as the Sheldon Fire District, the Bluffton Township Fire District and the Daufuskie Fire District. The Lady's Island/St. Helena Island Fire District and Burton Fire District were established prior to the implementation of local home rule and operate as a public service district. There are significant operational efficiencies that can be obtained through the consolidation of all fire districts operating in Beaufort County, that are not currently operated by a municipal entity, as a chartered entity of Council. The proposal is to request Beaufort County Legislative Delegation to take whatever actions as may be necessary to facilitate the inclusion of the Lady's Island/St. Helena Island and Burton Fire Districts under the same chartered governance as that of the Daufuskie Island, Bluffton, and Sheldon Fire Districts.

The Fire Chiefs and Board members of both the Lady's Island/St. Helena Island and Burton Fire Districts desire more time to understand and ask questions what it really means to them if that transition takes place. What is the requirement to get the resolution to the Legislative Delegation to take action?

Senator Davis stated as a matter of public policy the Legislative Delegation's position has been to devolve that delegation control down to Council. Much for the same reason we did it with "C" Funds (County Transportation Committee). The expertise and concept of home rule is to devolve that power downward. He will be happy to raise the question with the Legislative Delegation. When it is a Delegation matter in the General Assembly, the rest of the Legislature will defer and simply let the matter proceed if a majority of the Legislative Delegation is in favor of it. If the members of the Legislative Delegation are in favor of this, then we can get this accomplished fairly quickly in January 2016 and, then, Council can wait to take any action until you have heard back from the fire districts.

**Status:** Add this item to the January 11, 2016 agenda for further discussion. Ask the fire chiefs and board members to expedite a special meeting and to seek the answers to their questions in advance of the January 2016 meeting. Obtain information back from the Legislative Delegation as to their polling as to where they stand.

## **6. Overview of Current Impact Fee Legislation**

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

**Discussion:** Mr. Gary Kubic, County Administrator, presented this item to the Committee. Council implemented impact fees in September 1999 in an effort to help offset future infrastructure and maintenance cost for roads, libraries, schools and fire services. He recommended administration examine the fees as well as develop an emerging needs study over the next several months.

**Status:** Impact fees are a likely discussion to occur at the annual strategic planning session in February 2016.

## GOVERNMENTAL COMMITTEE

**December 7, 2015**

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

The Governmental Committee met Monday, December 7, 2015 beginning at 9:00 a.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### **ATTENDANCE**

Chairman Stu Rodman, Vice Chairman Rick Caporale, and Committee members Cynthia Bensch, Gerald Dawson, Brian Flewelling, Alice Howard and Jerry Stewart Non-committee members Steve Fobes, William McBride, Paul Sommerville and Tabor Vaux. (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: Phil Foot, Assistant Administrator–Public Safety and Joshua Gruber, Deputy County Administrator/Special Counsel; Alicia Holland, Assistant County Administrator-Finance; Greg Hunt, Director, Mosquito Control; Tom Keaveny, County Attorney; Gary Kubic, County Administrator;

Mayors: Billy Keyserling, City of Beaufort, and Sam Murray, Town of Port Royal.

Public: Blakely Williams, President, Beaufort Regional Chamber of Commerce and Van Willis, Manager, Town of Port Royal.

Media: Joe Croley, *Lowcountry Inside Track*.

Mr. Rodman chaired the meeting.

### **INFORMATION ITEMS**

#### **1. Update / Mosquito Control Department**

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

**Discussion:** Mr. Greg Hunt, Director, Mosquito Control Department, presented an update on the 2015 mosquito control efforts. The Department treated approximately 22,000 catch basins during the eight-week period from April through May. This probably represents the most important component of our mosquito control program because it reduces the risk of West Nile virus throughout Beaufort County. SCHDEC Bureau of Laboratories did not detect any



mosquito borne diseases in Beaufort (horses, humans and birds). The 2015 mosquito season was a very challenging year-over-year -- we had a dramatic increase in the number of complaints due to heavy rains as well as three, ten-foot or higher tides in September, October and November.

The environmental conditions in September and October created a very rare scenario throughout the rest of South Carolina. Thirty five counties were declared as disaster zones and, most of these counties endured aggressive mosquito biting for the human population. Five of the counties requested immediate mosquito control activities through the S.C. Emergency Management Division. Afterwards, S.C. Emergency Management Division contacted Beaufort County for collaboration and also requested Mr. Hunt try to assist Williamsburg County. Mr. Hunt estimated \$1.5 million in product and aviation fuel to treat the entire county within 15 days. Also, at least two, possibly, three aerial applications would be required to solve that problem. Orangeburg County also requested assistance and Mr. Hunt estimated \$2.5 million to fly over in about 21 days. S.C. Emergency Management Division estimated at least \$39.0 million to control most of the mosquitos throughout the state. FEMA declared they will not provide any financial assistance to those counties in badly need of mosquito control activities because there is no mosquito borne disease reported, only pest mosquitoes. Even though Beaufort County was happy to help, could have helped; but, at the same time, Beaufort County residents were in need of help with our local mosquitos. The end result, Beaufort County could not provide assistance financially nor meet the logistical challenges.

**Status:** No action is required by the Governmental Committee.

## **2. Continued Discussion / Economic Development Corporation**

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

**Discussion:** Mr. Rodman, Governmental Committee Chairman, presented a summary of two approaches to economic development -- industrial and non-industrial. If he had to pick an alliance today, he would pick Southern Carolina Alliance because of their success with economic development opportunities and the fact that they are in a good position to forge partnerships with Jasper County, Savannah and Charleston. They are familiar with the product needed to interface with the S.C. Department of Commerce.

**Industrial Initiative –** The focus area would generally include the area west of S.C. Highway 170, north Beaufort County, Gardens Corner, MCAS Beaufort, Commerce Park, and the I-95 Corridor in partnership with Jasper County and Yemassee in partnership with Hampton County. Supporting observations follow:

- **Strategy and objectives –** The north part of the county (size, makeup and economic opportunities) looks similar to the adjacent counties; therefore, the Southern Carolina Alliance makes some sense. However, it is dissimilar to the rest of Beaufort County.



- Product – We need product in order to make this work. The north part of the County provides the required less expensive land. It will require significant public investment, primarily, by the County. It is the best opportunity to salvage the Commerce Park.
- Interfacing Employee – This person would be hired by the Southern Carolina Alliance (with Beaufort County's concurrence) and, perhaps, shared with Jasper County.
- Objectives and terms – This approach satisfies S.C. Department of Commerce as to product, organization and alliances. It is sensitive to what the Southern Carolina Alliance would want to develop relative to an organization. This would dovetail with what the municipalities have opined. Council has expressed an interest in partnering with Jasper County and Savannah.
- Target Industries – Capitalize on being located in the center of the three ports, including the Jasper Port. Industries tend to want to locate along the corridors (I-95 and rail). Types of industries include aerospace connecting with Boeing, Gulfstream and MCAS Beaufort. Manufacturing is changing -- becoming lighter, more flexible and intelligent.

Nonindustrial Initiative – The focus area would include the municipalities, residential, and retail areas generally east of S.C. Highway 170. Supporting observations follow:

- Strategy and objectives – Mayors are well positioned to develop the strategy.
- Primary economic development in this area remains military, tourism and retirees.
- Funding requirements – Product would be limited and privately funded. Operations to be split between the municipalities, county and private partners.
- Leadership options – Hire a director or rotate leadership among the four municipalities' economic development units.
- Non-profit organization options – Finalize the proposed Economic Development Corp. as well as build on the former Lowcountry Economic Network bylaws and features.
- Objectives and terms - This approach satisfies S.C. Department of Commerce as to product, organization and alliances. It is sensitive to what the Southern Carolina Alliance would want to develop relative to an organization. This would dovetail with what the municipalities have opined. Council has expressed an interest in partnering with Jasper County and Savannah.
- Target opportunities – Types of companies include healthcare, high technology, research, and headquarters.

Comments:

- No one here wants to do nothing.
- Consider joining an alliance or hiring a director.
- Engage people with a fresh view not connected to the past.
- Type of job creation.
- Minimum wage or living wage.
- Consider creating an economic incentive list of fees in-lieu of countywide.
- Need to look at the workforce.
- We need money to invest in order to make these opportunities.
- We are looking at economic development that creates jobs, not otherwise created, by bringing something in from the outside that typically provides a service or ships a product.

- Discuss the MCIP (multi-county business or industrial park), an economic development tool.

**Status:** The Mayors and the County's four-member work group will present their economic development objectives at the January 11, 2016 committee meeting.

DRAFT

## GOVERNMENTAL COMMITTEE

November 23, 2015

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

The Governmental Committee met Monday, November 23, 2015 beginning at 9:00 a.m. in the Executive Conference Room of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Stu Rodman, Vice Chairman Rick Caporale, and Committee member Alice Howard. Committee members Cynthia Bensch, Gerald Dawson, Brian Flewelling and Jerry Stewart absent. (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: Phil Foot, Assistant County Administrator–Public Safety and Joshua Gruber, Deputy County Administrator/Special Counsel.

Mayors: Billy Keyserling, City of Beaufort; Sam Murray, Town of Port Royal; and Lisa Sulka, Town of Bluffton.

Public: Don Kirkman, Executive Director, Hilton Head Island Economic Development Corporation, and Van Willis, Manager, Town of Port Royal.

Media: Joe Croley, *Lowcountry Inside Track* and Scott Thompson, *Bluffton Today*.

Mr. Rodman chaired the meeting.

### INFORMATION ITEMS

#### **1. Continued Discussion / Economic Development Corporation**

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

**Discussion:** Mr. Rodman, Governmental Committee Chairman, commented on the two 2015 strategic plan committee assignments: Heritage / Historic Tourism Plan (development and action plan) and Economic Development (policy, strategy and action plan). Both assignments are economic development, important to the County's future, require public investment, and tourism is a large opportunity.

County Council Stu Rodman - The manner in which the State Department of Commerce (Commerce) likes to do business is to have entities join alliances. There is an indication that if we are not part of an alliance, then the money that we have been receiving by state proviso, might end. Commerce would like one point person to deal with. Commerce brings to the table the deal flow and funding. Commerce says that 80% of the leads are going to be looking for spec buildings and certified land, and, we have not really fit that piece very well in the past.

Heritage tourism is tied to, but, separate from, economic development.

Mayor Billy Keyserling - When we, the Mayors, met with members of the Governmental Committee on March 23, 2015, we made it very clear that there was a distinct difference between heritage tourism and economic development. Heritage tourism is ongoing and the private sector is doing a pretty good job of it. Let's not tie the issues together.

The second item we made clear is that none of us believe that we wanted to start with an alliance.

There is not a member of County Council, who is on board with this. At this point, clearly, the municipalities have not been engaged nor listened to while the process continues to move forward and our thoughts are disregarded. He does not want to go to another meeting, nor hear another plan, that neither has the support of County Council or is going in a different direction. It does not make sense to collaborate with the municipalities and, then, a month later, we are back to where we said we should not be going. No money has been committed. He would just as soon work with representatives of the Towns of Port Royal, Bluffton and Hilton Head Island and go off and do what we need to do. It is a charade. Commerce is not taking anything we say seriously because of our record.

County Councilman Stu Rodman - Today's meeting is an opportunity to talk through what the municipalities want and to discuss the options. One option is that we, Beaufort County, go it alone.

Mayor Lisa Sulka - At the March 23, 2015 meeting, Mayor Bennett said, "slow down." We tend to go back to go it alone. The municipalities are strong and together on their focus. We need the County's support and focus. She has never had meetings with any of the alliances. Listen to us.

Mayor Keyserling - We came to the table hoping to work with the County, as partners, to build a County plan, determine how we would all contribute, identify a go-to-person who is on top of what we were doing, and then address the question of an alliance.

The municipalities have direction and want to be part of a county entity.

County Councilman Rick Caporale - It was his basic assumption that we would, indeed, have a point person, who would coordinate amongst all of the municipalities.

Mayor Lisa Sulka - The concern about a director is who would take on this challenge.

**Status:** Each of the municipal governments and County Council will articulate their economic development objectives. Once County Council has all of that data, it can then determine which path to pursue. The goal is to work toward finalizing a path/model for presentation and discussion at the February 2016 annual strategic planning session of County Council.

At this time the municipalities would prefer not to participate in an alliance.

Confirm with County Council and Administration whether they still believe that it does not make sense to have a County department to lead economic development or another group

**2. A Resolution to Cease and Desist from Certain Refugee Resettlements within the State of South Carolina**

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

**Discussion:** Due to time constraints, this item was not discussed.

**3. Consideration of Reappointments and Appointments**  
**A. Rural and Critical Lands Preservation Board**

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

**Discussion:** Due to time constraints, this item was not discussed.

## NATURAL RESOURCES COMMITTEE

January 4, 2016

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

The Natural Resources Committee met Monday, January 4, 2016 beginning at 2:00 p.m., in the Executive Conference Room, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

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

County Staff: Allison Coppage, Assistant County Attorney; Tony Criscitiello, Planning Director; Phil Foot, Assistant County Administrator–Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Thomas Keaveny, County Attorney; Gary Kubic, County Administrator; Eric Larson, Division Director–Environmental Engineering; Rob Merchant, Long-Range Planner; Dan Morgan, Director, Mapping and Applications; and Dave Thomas, Purchasing Director.

Public: Reed Armstrong, South Coast Office Project Manager, Coastal Conservation League, and several residents of Academy Estates.

Media: Joe Croley, *Lowcountry Inside Track*.

Mr. Flewelling chaired the meeting.

### ACTION ITEMS

- 1. Consideration of Contract Award / Request for Qualifications to Provide Engineering and Consulting Services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 Grant Project**

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

**Discussion:** Beaufort County Purchasing Department issued a Request for Qualifications (RFQ) for engineering and consulting services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project. The proposal requested that the vendor consultant provide services for design and oversee construction of a regional stormwater best management practice. The Evaluation Committee reviewed and evaluated all five responses to the RFQ and

interviewed three vendors. Ward Edwards Engineering was selected and ranked the number one firm. During the December 18, 2015 Stormwater Management Utility Board meeting, the Board voted unanimously to recommend the contract to Ward Edwards Engineering for the \$109,473 scope of service. The term of the contract will be effective January 12, 2016 to December 31, 2019, approximately 48 months (the term of the grant contract with DHEC). Funding will come from account 502550011-51160, Stormwater fees.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Stewart, that Natural Resources Committee approve and recommend to Council a contract award to Ward Edwards Engineering, Bluffton, South Carolina, in the amount of \$109,473 to provide engineering and consulting services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council award a contract to Ward Edwards Engineering, Bluffton, South Carolina in the amount of \$109,473 to provide engineering and consulting services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project.

**2. Southern Beaufort County Map Amendment/Rezoning Request for R600-013-000-0061-0000 (20+/- Acre Portion, Formerly Known as Okatie Marsh Planned Unit Development, on S.C. Highway 170 Between Heffalump and Pritcher Point Roads) from T1 (Natural Preserve) to T2R (Rural); Owner/Applicant: Beaufort County**

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

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. In 2012, the County purchased 97.7 acres adjacent to the Okatie River through the Beaufort County Rural and Critical Lands Preservation (RCLP) Program. This property had previously been known as Okatie Marsh PUD, which was approved in 2008 as a mixed-use development for 64,000 square feet of commercial uses and 395 dwelling units (single and multi-family). The PUD had not begun to develop when it was purchased by the County. Upon adoption of the Community Development Code and new zoning maps in December of 2014, the property was zoned T1 to recognize its status as a RCLP purchase.

In April 2015, County Council adopted a resolution that transferred 43.57 acres of county-owned property in the Chechessee area to the RCLP Program in exchange for 20 acres of this property in Okatie being made available for other general County purposes in addition to land preservation and passive park use. The County is seeking to rezone the 20 acres of this 97.7 acre parcel to T2R to allow the property to be used for a new Animal Services facility. No other uses for the property have been identified. The balance of the parcel (77.7 acres) will remain zoned T1.



This Southern Beaufort County map amendment/rezoning request was moved forward by the Planning Commission with a vote of 6:0. After review of the guidelines set forth in Section 7.3.40 of the Community Development Code, staff recommends approval.

**Motion:** It was moved by Mr. Stewart, seconded by Mrs. Howard, that Natural Resources Committee recommend Council approve on first reading a Southern Beaufort County Map amendment/rezoning request for R600-013-000-0061-0000 (20+/- acre portion, formerly known as Okatie Marsh Planned Unit Development, on S.C. Highway 170 between Heffalump and Pritcher Point Roads) from T1 (Natural Preserve) to T2R (Rural). The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council approve on first reading a Southern Beaufort County Map amendment/rezoning request for R600-013-000-0061-0000 (20+/- acre portion, formerly known as Okatie Marsh Planned Unit Development, on S.C. Highway 170 between Heffalump and Pritcher Point Roads) from T1 (Natural Preserve) to T2R (Rural).

### **3. Consideration of Reappointments and Appointments**

- Design Review Board**

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

**Motion:** It was moved by Mrs. Howard, seconded by Mr. McBride, that Natural Resources Committee nominate Bill Allison, representing architect/landscape architect/building design/civil engineer, for appointment to serve as a member of the Design Review Board (contingent upon receipt of application in advance of the January 11, 2016 meeting of Council.). The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Howard, that Natural Resources Committee nominate Donald Starkey, representing at-large, for reappointment to serve as a member of the Design Review Board. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council nominate Mr. Bill Allison, representing architect/landscape architect/building design/civil engineer, for appointment and Mr. Donald Starkey, representing at-large, for reappointment to serve as members of the Design Review Board.

**4. Consideration of Reappointments and Appointments**  
• **Planning Commission**

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

**Motion:** It was moved by Mr. McBride, seconded by Mr. Vaux, that Natural Resources Committee nominate Diane Chmelik, representing Southern Beaufort County, for reappointment to serve as a member of the Planning Commission. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart, and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council nominate Mrs. Diane Chmelik, representing Southern Beaufort County, for reappointment to serve as a member of the Planning Commission.

**5. Consideration of Reappointments and Appointments**  
• **Stormwater Management Utility Board**

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

**Motion:** It was moved by Mrs. Howard, seconded by Mr. Stewart, that Natural Resources Committee nominate Laurence Meisner, representing Stormwater District #6-Unincorporated Port Royal Island, for reappointment to serve as a member of the Stormwater Management Utility Board. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Motion:** It was moved by Mr. Stewart, seconded by Mr. McBride, that Natural Resources Committee nominate Patrick Mitchell, representing Stormwater District #7-Unincorporated Lady's Island, for reappointment to serve as a member of the Stormwater Management Utility Board. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Recommendation:** Council nominate Mr. Laurence Meisner, representing Stormwater District #6-Unincorporated Port Royal Island, and Mr. Patrick Mitchell, Stormwater District #7-Unincorporated Lady's Island, for reappointment to serve as members of the Stormwater Management Utility Board.

## **INFORMATION ITEMS**

### **6. Update / Stormwater Utility Fee Billing, Questions, Issues, Needed Adjustments, Etc.**

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

**Discussion:** Mr. Eric Larson, Division Director–Environmental Engineering, provided the Committee with an update on Stormwater Utility fee structure change, rate increase and annual billing, which was also summarized in his memorandum dated January 4, 2016.

Mr. Gary Kubic, County Administrator, stated Council will receive information on and need to adopt the credit program. Staff will present the information to Council as quickly as possible so that these properties can go through that process this year. April 1, 2016 is the projected timeline for completion.

**Status:** Update only.

### **7. Recommendation to Allow County Administrator to Enter into Agreement with Academy Park, LLC for a Partnership to Develop a Regional Stormwater Facility in Rock Springs Creek Watershed**

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

**Discussion:** Chairman Flewelling reviewed this item with the Committee. This item is before the Committee for informational purposes only. The Chairman of County Council has asked that any action on this item go before the full Council, to allow an adequate opportunity for public input due to the level of public interest.

This is a request by staff and the Academy Park, LLC (Developer) to enter into a partnership for the construction of a regional stormwater facility, known as the Rock Springs Watershed Project, which would serve the stormwater needs of the Developer as well as a stormwater benefit to the County. A project in the Rock Springs watershed was identified in the 2006 Beaufort County Stormwater Management Plan and further identified in the 2011 Retrofit Study with a cost of approximately \$1.7 million. In December 2015, the County completed a Feasibility Study to test the effectiveness of a stormwater basin in this location and the results were favorable. The proposed agreement would be for a shared cost of design and construction, and ownership of the facility transferred to the County at completion. The total cost to the County is \$60,911, which would be funded from the Stormwater Capital Projects fund. Approval of the agreement would allow the Developer to begin construction of the approximate 3.4 acre pond. This project has not been approved for permitting and, should it not be approved, the maximum size of a water body is limited to one acre. This project has been approved by the Planning Department's Staff Review Team, as well as the Planning Commission with a tied vote of 3:3.

Questions and comments from Committee members and Staff responses follow:

- Ownership of the parcels (one of the parcels is owned by a trust).
  - Staff Response – the Developer has an affidavit required to develop the property.
- Reasoning for the initial denial of this pond design by the Staff Review Team.
  - Staff Response – The original request was an amenity larger than the one-acre standard; therefore, it was denied. The amendment to the original recommendation came about when the project was reinterpreted for the purpose of stormwater.
- This stormwater pond will contain a stormwater reduction of 30% for the watershed.
  - Staff Response – The County is looking at another site that would retain the other 70%. Staff will bring discussion and recommendation of such forward at a later time.
- Whether or not a permit has been submitted to the Corps of Engineers to allow such project.
  - Staff Response - The agreement would allow construction to begin and the pond would not be hydraulically connected to the ditch prior to permit approval.
- If this project were not permitted, the three-acre pond would not meet the one-acre standard under the County's zoning regulations.
  - Staff Response - If this is not permitted, the pond cannot be greater than one acre in size. Originally proposed was the Developer putting up a reclamation bond that if the permitting was not successful, the Developer would have to restore the property so that it is in compliance with zoning regulations. However, the Developer has since said this not financially feasible.
- Concerns relative to the Corps of Engineers denying this permit, after the Developer has already moved forward with dirt removal.
- The lack of a surety bond, which many felt should be a requirement and is bad business to move forward without a bond.
- Possible reasons why the Corps of Engineers would not approve this project.
  - Staff Response – When reaching out to the Corps of Engineers to show them the concept, a favorable response was received. There is no reason to believe that it will not be permitted. It would have to be designed first and then a permit application will need to be submitted in order to know for sure.
- Would like the advice of the Coastal Conservation League and their evaluation of the concepts of this project.

**Motion:** It was moved by Mr. Stewart, seconded by Mr. Fobes, that Natural Resources Committee postpone discussion until the February 1, 2016 meeting of the Natural Resources Committee at which time staff is to provide the Committee with as much information as can be gathered as well as hear from all parties involved. The vote: YEAS –Mr. Fobes, Mrs. Howard, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Flewelling and Mr. McBride. ABSENT – Mr. Dawson. The motion passed.

**Status:** Committee postponed discussion until the February 1, 2016 meeting of the Natural Resources Committee at which time staff is to provide the Committee with as much information as can be gathered as well as hear from all parties involved.

**8. Consideration of Contract Award and Recommendation / Acknowledgement of Receipt of the Beaufort County Sea Level Rise Adaption Report Prepared as a Grant Project by the S.C. Sea Grant**

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

**Discussion:** Mr. Rob Merchant, Long-Range Planner, provided the Committee with a PowerPoint Presentation on the Sea Level Rise Adaptation Report. The presentation provided an overview of the Study, the vulnerabilities of Beaufort County, future sea level rise, as well as potential impacts this has on evacuation. He reviewed the Sea Level Rise Adaptation Action List:

- Coordination, cooperation and collaboration
- Education and Information
- Emergency Management
- Land Management
- Research and Monitoring
- Transportation Adaptation
- Water Management
- Social Adaptation
- Miscellaneous

He also reviewed the steps moving forward:

- Acknowledgement of receipt of report
- Staff will address some of the study recommendations and incorporate into the Natural Resources chapter of the Comprehensive Plan
- Other adaptation recommendations should be considered by all County Departments as they develop policies, procedures, plans and projects

**Motion:** It was moved by Mrs. Howard, seconded by Mr. McBride, that Natural Resources Committee acknowledge receipt of the Beaufort County Sea Level Rise Adaption Report prepared as a Grant Project by the S.C. Sea Grant. The vote: YEAS – Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Stewart and Mr. Vaux. ABSENT – Mr. Dawson. The motion passed.

**Status:** Committee acknowledged receipt of the Beaufort County Sea Level Rise Adaption Report prepared as a Grant Project by the S.C. Sea Grant.

## **9. Discussion / Year in Review for the Community Development Code**

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

**Discussion:** Chairman Flewelling reviewed this item with the Committee. He asked members of the Committee to bring forth any issues, concerns, and recommendations they would like Staff to review. Items brought forth are as follows:

- Concerns relative to the approval/appeal process.
  - It was suggested that the process used for the proposed development of a Regional Stormwater Facility in the Rock Springs Creek Watershed be used as a model and for analysis purposes.
- Concerns relative to the notification process and re-evaluation of such process.
  - One suggestion was placing a public notice in the local newspapers. Discussion of such will be added to the next agenda of Natural Resources Committee.
- The possibility of a procedure being put in place that would require a monthly briefing on the activities and actions of the Planning Commission, to include the attendance of members.
- Concerns relative to the number and types of buildings allowed in rural classifications. The issue is due to the limit in out-buildings.

**Status:** Information only.

## **10. Consideration of Reappointments and Appointments**

- **Rural and Critical Lands Preservation Review Board**

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

**Status:** No action taken at this time.

## **11. Consideration of Reappointments and Appointments**

- **Zoning Board of Appeals**

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

**Status:** No action taken at this time.

## Boards and Commissions

### Reappointments and Appointments

January 11, 2016

#### 1 Executive Committee

##### *Tax Equalization Board*

<u>NominateD</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
12.14.15	Lora Quincy	Council District 4	Appoint	6 / 11	Partial Term	2/19

#### 2 Natural Resources Committee

##### *Design Review Board*

<u>Nominate</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
01.11.16	Donald Starkey	At-Large	Reappoint	6 / 11	4	2/20
01.11.16	Bill Allison	(Architect, landscape architect, building design, civil engineer)	Appoint	8/ 11	4	2/20

##### *Planning Commission*

<u>Nominate</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
01.11.16	Diane Chemlik	Southern Beaufort County	Reappoint	10/11	4	2/20

##### *Stormwater Management Utility Board*

<u>Nominate</u>	<u>Name</u>	<u>Position/Area/Expertise</u>	<u>Reappoint/Appoint</u>	<u>Votes Required</u>	<u>Term/Years</u>	<u>Expiration</u>
01.11.16	Laurence Meisner	Stormwater District #6 - Unincorporated Port Royal Island	Reappoint	8/ 11	4	2/20
01.11.16	Patrick Mitchell	Stormwater District #7 - Unincorporated Lady's Island	Reappoint	8/ 11	4	2/20



2016 /

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: December 14, 2015

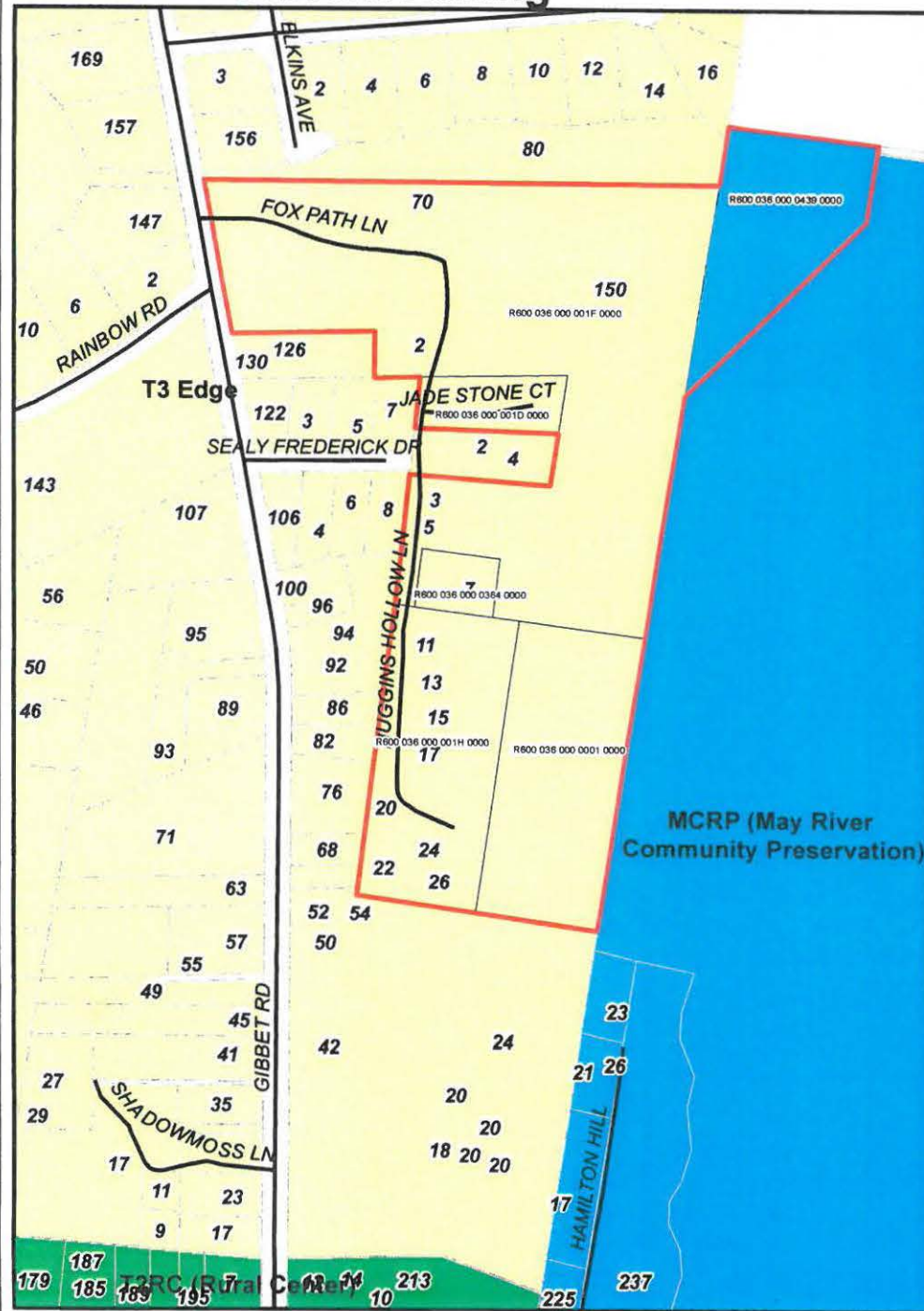
Second Reading:

Public Hearing:

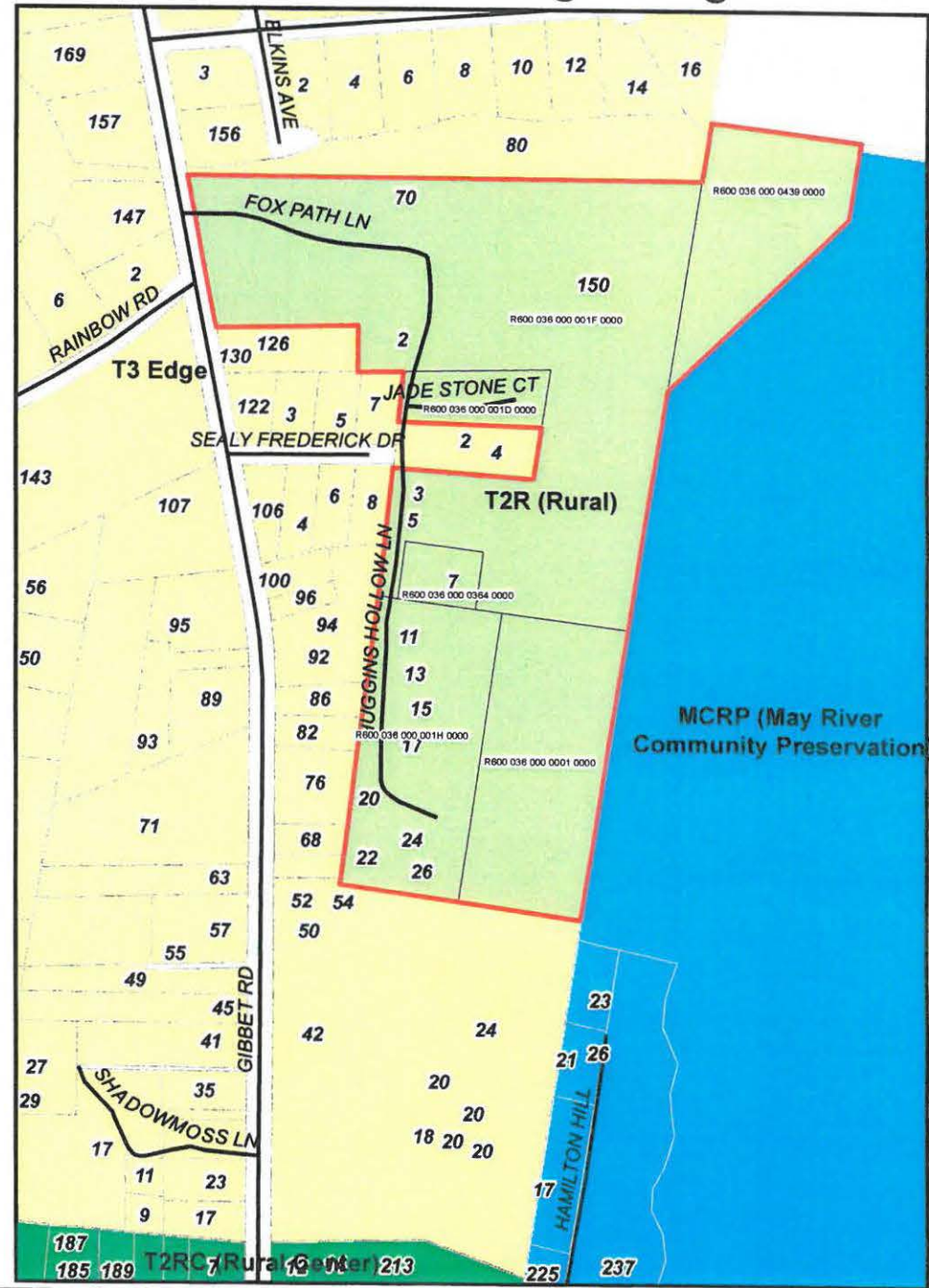
Third and Final Reading:



## Current Zoning



## Proposed Zoning Change



2016 /

PORT ROYAL ISLAND ZONING MAP AMENDMENT FOR R100-027-000-0013 AND R100-027-000-013A-0000 (36-ACRE PORTION OF TWO PARCELS) FROM C3-NMU (NEIGHBORHOOD MIXED USE) TO T4-NEIGHBORHOOD CENTER (NC) WITH THE REMAINING 70-ACRE PORTION OF THE PROPERTY TO REMAIN WITH THE BASE ZONING CALLSIFICATION OF C3-NMU UNDER THE ZONING AND DEVELOPMENT STANDARDS ORDINANCE.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

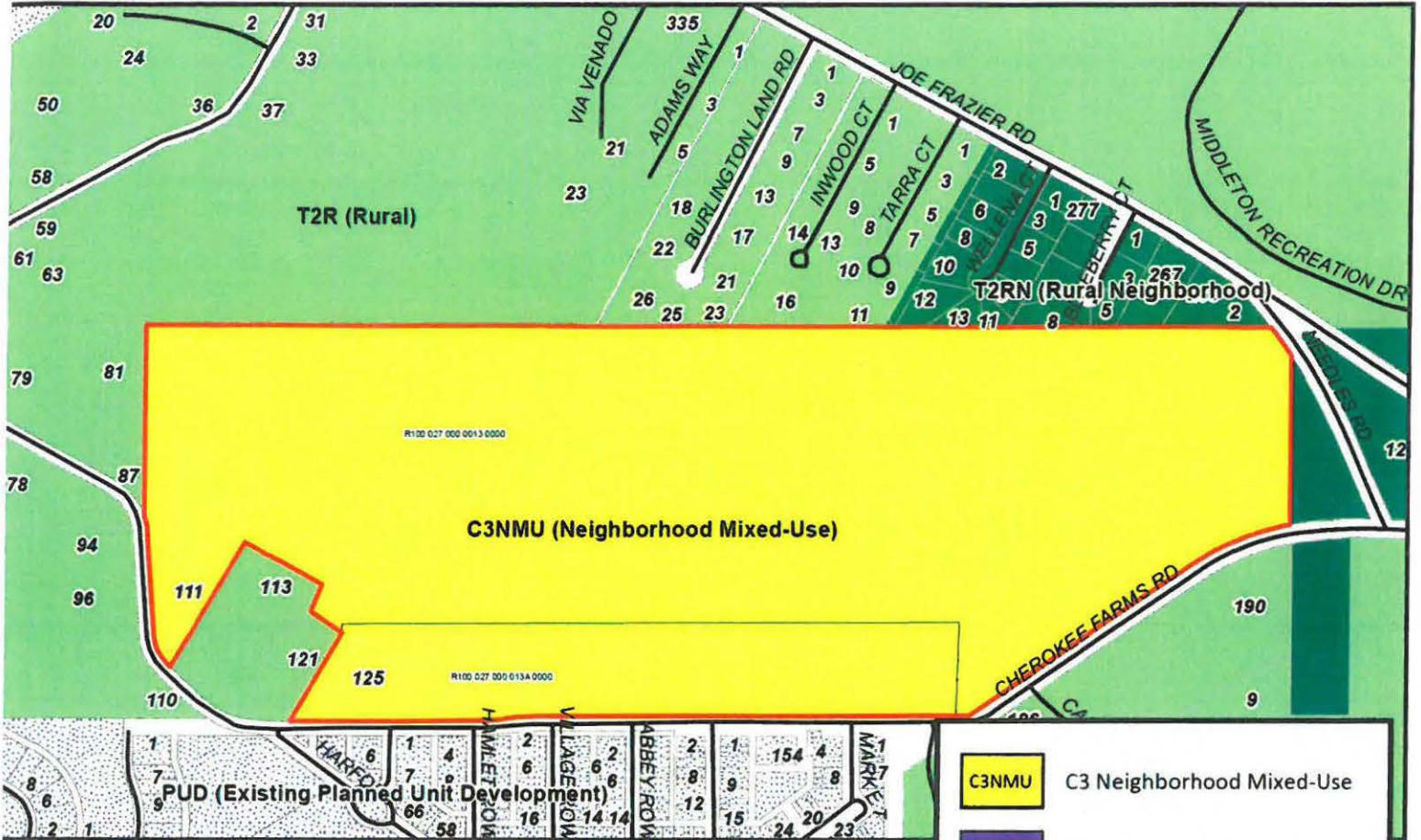
\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: December 14, 2015  
Second Reading:  
Public Hearing:  
Third and Final Reading:

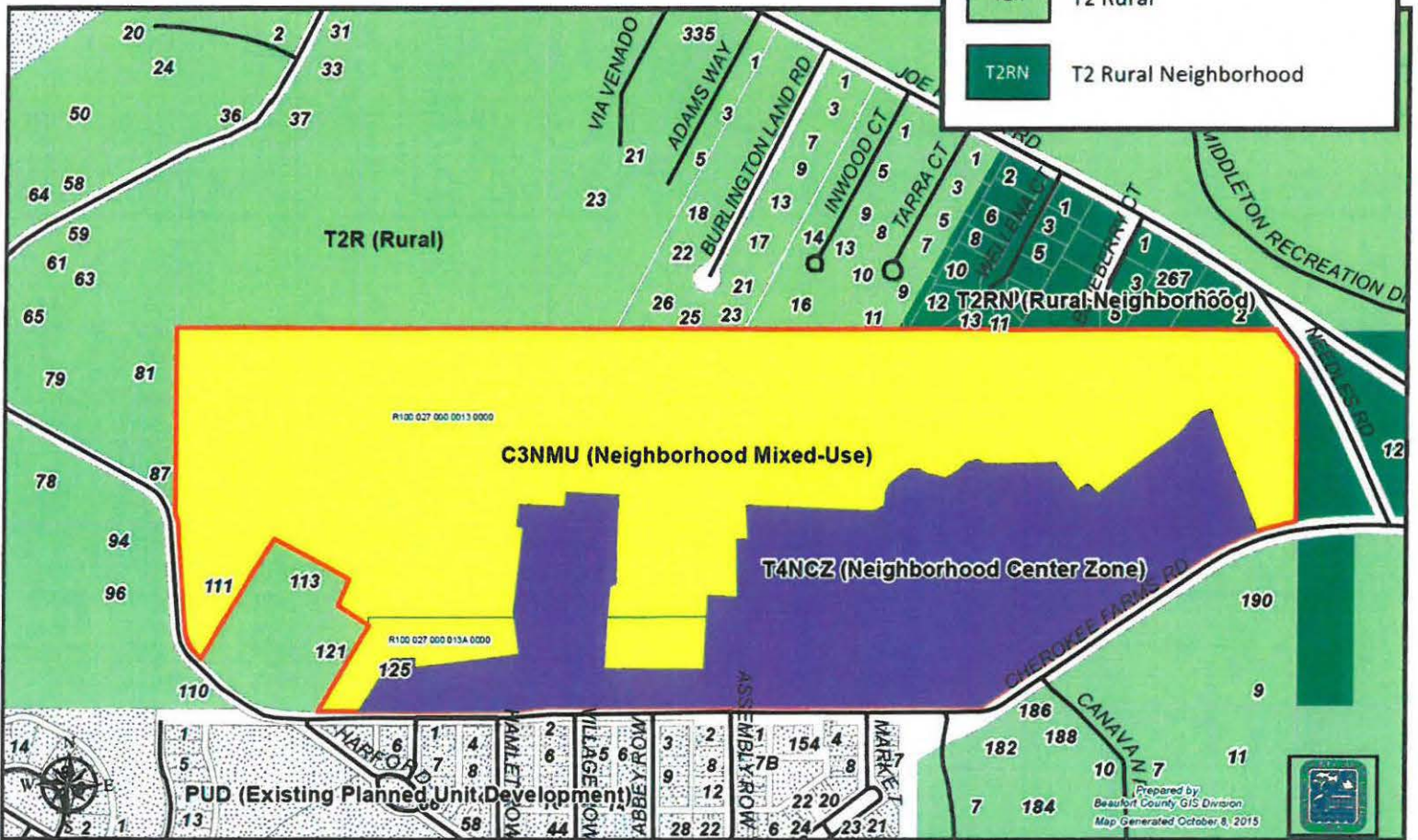


# Cherokee Farms

## Current Zoning



## Proposed Zoning Change



2016 /

AN ORDINANCE TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN T&D LAND HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “OWNER”), BURTON DEVELOPMENT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY (THE “DEVELOPER”) AND THE GOVERNMENTAL AUTHORITY OF BEAUFORT COUNTY, SOUTH CAROLINA, A SOUTH CAROLINA MUNICIPAL CORPORATION (“BEAUFORT COUNTY”).

WHEREAS, the General Assembly of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” as set forth in Section 6-31-10 through 6-31-160 of the *Code of Laws of South Carolina*, 1976, as amended; and

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a First Amendment to the Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearings:

Third and Final Reading:

McNAIR LAW FIRM, P.A. (WJN)  
P.O. Drawer 3  
Hilton Head Island, SC 29938  
(843) 785-2171

HILTONHEAD 936891v7



**WHEREAS**, the parties hereto have agreed to amend the Development Agreement as to a thirty-six (36) acre portion of the Property, which portion is shown in **Exhibit “A”** (herein the “**T4NC Parcel**”), to change the base zoning of the T4NC Parcel to the CDC classification of T4 Neighborhood Center (“**T4NC**”) with the remaining sixty-nine (69) acre portion of the Property to remain with the base zoning classification of Suburban under the ZDSO; and

**WHEREAS**, the parties agree that the Development Agreement requires an amendment to clarify the intention of and the performance by the parties to address the matters described herein.

**NOW, THEREFORE**, Owner, Developer and Beaufort County, intending to be legally bound hereby and in consideration of the aforesaid premises and the covenants and agreements set forth in this First Amendment hereby agree as follows:

1. **Base Zoning.** The T4NC Parcel shown on **Exhibit “A”** attached hereto and made a part hereof, is hereby rezoned to impose the CDC zoning classification of T4NC as the base zoning for the T4NC Parcel. Except as to the T4NC zoning as described in the CDC that is currently in effect, the Development Agreement and all terms and conditions thereof shall continue in full force and effect for the T4NC Parcel. The remaining sixty-nine (69) acres are unaffected by this First Amendment.

2. **Definitions.** Any and all defined terms used herein shall have the same meaning as set forth in the Development Agreement unless otherwise herein defined.

3. **Control.** In the event of any inconsistency between this First Amendment and the Development Agreement, this First Amendment shall control. Except as amended or modified by the terms recited herein, the Development Agreement and all terms and conditions thereof shall continue in full force and effect.

4. **Commercial Space.** The parties hereto agree that the previously approved maximum square footage of commercial space, which was approved as a part of that Unified Development Plan attached as Exhibit “B” to the Development Agreement, will not be exceeded as a result of this First Amendment.

5. **Density Transfers.** The Owner agrees that it or its successors and/or assigns shall provide to the office of the Commanding Officer of the Marine Corps Air Station Beaufort not less than ten (10) federal working days prior notice of a scheduled public meeting to review any request from the Owner or Developer to increase density above that which is authorized under the Development Agreement inside the then current AICUZ on the Property.

6. **AICUZ-Incompatible Uses.** The Owner agrees that it or its successors and/or assigns shall also provide to the office of the Commanding Officer of the Marine Corps Air Station Beaufort not less than ten (10) federal working days’ prior notice of a scheduled public meeting to review any request to approve any of the following uses on the Property: (1) hospitals and other medical facilities with overnight patients; (2) nursing homes, not including assisted living facilities; (3) educational services (i.e. schools); (4) auditoriums and concert halls; (5) outdoor music shells and amphitheaters; and (6) cultural activities, including churches.

*[Signatures on the following pages]*



**IN WITNESS WHEREOF**, the parties hereby set their hands and seals, effective the date first above written.

**WITNESSES:**

**OWNER:**

**T&D Land Holdings, LLC**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Robert Turner  
Its: Manager

(SEAL)

**STATE OF** \_\_\_\_\_ )  
\_\_\_\_\_)  
**COUNTY OF** \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**DEVELOPER:**

**Burton Development, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )  
\_\_\_\_\_) )  
**COUNTY OF** \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

## Beaufort County, South Carolina

---

\_\_\_\_\_(SEAL)  
By:  
Its:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

## ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document as the appropriate official of Beaufort County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

T4NC Parcel

McNAIR LAW FIRM, P.A. (WJN)  
P.O. Drawer 3  
Hilton Head Island, SC 29938  
(843) 785-2171

**STATE OF SOUTH CAROLINA            )**

**COUNTY OF BEAUFORT                 )**

**FIRST AMENDMENT TO DEVELOPMENT**

**AGREEMENT FOR CHEROKEE FARMS**

**Indexing Reference:**

**Book 3367 at Page 52**

## RECITALS

**WHEREAS**, the current base zoning of the property is Suburban under the Official Land Use Zoning Map and ZDSO in effect at the time of the Development Agreement; and

**WHEREAS**, the parties hereto have agreed to amend the Development Agreement as to a thirty-six (36) acre portion of the Property, which portion is shown in **Exhibit “A”** (herein the “**T4NC Parcel**”), to change the base zoning of the T4NC Parcel to the CDC classification of T4 Neighborhood Center (“**T4NC**”) with the remaining sixty-nine (69) acre portion of the Property to remain with the base zoning classification of Suburban under the ZDSO; and

**WHEREAS**, the parties agree that the Development Agreement requires an amendment to clarify the intention of and the performance by the parties to address the matters described herein.

**NOW, THEREFORE**, Owner, Developer and Beaufort County, intending to be legally bound hereby and in consideration of the aforesaid premises and the covenants and agreements set forth in this First Amendment hereby agree as follows:

1. **Base Zoning.** The T4NC Parcel shown on **Exhibit “A”** attached hereto and made a part hereof, is hereby rezoned to impose the CDC zoning classification of T4NC as the base zoning for the T4NC Parcel. Except as to the T4NC zoning as described in the CDC that is currently in effect, the Development Agreement and all terms and conditions thereof shall continue in full force and effect for the T4NC Parcel. The remaining sixty-nine (69) acres are unaffected by this First Amendment.

2. **Definitions.** Any and all defined terms used herein shall have the same meaning as set forth in the Development Agreement unless otherwise herein defined.

3. **Control.** In the event of any inconsistency between this First Amendment and the Development Agreement, this First Amendment shall control. Except as amended or modified by the terms recited herein, the Development Agreement and all terms and conditions thereof shall continue in full force and effect.

4. **Commercial Space.** The parties hereto agree that the previously approved maximum square footage of commercial space, which was approved as a part of that Unified Development Plan attached as Exhibit “B” to the Development Agreement, will not be exceeded as a result of this First Amendment.

5. **Density Transfers.** The Owner agrees that it or its successors and/or assigns shall provide to the office of the Commanding Officer of the Marine Corps Air Station Beaufort not less than ten (10) federal working days prior notice of a scheduled public meeting to review any request from the Owner or Developer to increase density above that which is authorized under the Development Agreement inside the then current AICUZ on the Property.

6. **AICUZ-Incompatible Uses.** The Owner agrees that it or its successors and/or assigns shall also provide to the office of the Commanding Officer of the Marine Corps Air Station Beaufort not less than ten (10) federal working days prior notice of a scheduled public meeting to review any request to approve any ~~non-residential use that is listed in Table 1, “Air Installations Compatible Use Zones Suggested Land Use Compatibility in Noise Zones” of the 2008 OPNAVINST 11010.3C / MCO 11010.16, “AIR INSTALLATIONS COMPATIBLE USE ZONES (AICUZ) PROGRAM.” a copy of which is attached hereto as Exhibit “B” and by this reference made a part hereof, as anything other than “Yes” of the following uses on the Property: (1) hospitals and other medical facilities with overnight patients; (2) nursing homes, not including assisted living facilities; (3) educational services (i.e. schools); (4) auditoriums and concert halls; (5) outdoor music shells and amphitheaters; and (6) cultural activities, including churches.~~

*[Signatures on the following pages]*



IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

OWNER:

T&D Land Holdings, LLC

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Robert Turner  
Its: Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**DEVELOPER:**

**Burton Development, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document in the capacity indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

---

\_\_\_\_\_(SEAL)  
By:  
Its:

## ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

T4NC Parcel

**EXHIBIT “B”**

~~2008 OPNAVINST 11010.3C / MCO 11010.16~~  
*(See attached)*

ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION ADVANCED REFUNDING BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$21,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) Pursuant to the Constitution, the County Bond Act, Title 11, Chapter 17, the favorable results of a referendum held in the County on November 7, 2016, and ordinances adopted by the County Council on March 12, 2007 (together, the “2007 Ordinance”), the County issued its \$25,500,000 General Obligation Bonds, Series 2007 (the “2007 Bonds”).

(f) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

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

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

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

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$21,000,000 aggregate principal amount of general obligation refunding bonds of the County to be designated "\$21,000,000 (or such lesser amount issued) General Obligation Advanced Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina" (the "Bonds"), for the purpose set forth in Section 1(i) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2007 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

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

[Remainder of Page Intentionally Left Blank]

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2015.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, County Council

First Reading:                      December 14, 2015  
Second Reading:  
Public Hearing:  
Third and Final Reading:

**FORM OF BOND**

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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



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

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair of County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the  
entireties

\_\_\_\_\_  
Custodian  
(Cust.) (Minor)

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

under Uniform Gifts to Minors

\_\_\_\_\_  
(State)

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

[FORM OF ASSIGNMENT]

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

\_\_\_\_\_  
(Name and address of Transferee)

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

Dated:

\_\_\_\_\_  
Signature Guaranteed:

\_\_\_\_\_  
(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk of County Council

**FORM OF NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on January 11, 2016.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$21,000,000 (the "Bonds"). The proceeds of the bonds will be used for the following purposes: (i) refunding all of a portion of the County's outstanding \$25,500,000 General Obligation Bonds, Series 2007 (the "Bonds to be Refunded"); (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE OF SALE**

## OFFICIAL NOTICE OF SALE

\$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016\_,  
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), 100 Ribaut Road, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2016, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Advanced Refunding Bonds, Series 2016\_, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ \_\_\_\_\_ General Obligation Advanced Refunding Bonds, Series 2016\_, Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

Book-Entry-Only Series 2016 Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated \_\_\_\_\_, 2016; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on \_\_\_\_\_ in each of the years and in the principal amounts as follows:

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

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

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

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

[Redemption Provisions]

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

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

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

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

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2016\_ of Beaufort County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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

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

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

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

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2016, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

BEAUFORT COUNTY, SOUTH CAROLINA



**FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2016, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2016. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

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

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

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

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

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

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

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

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

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

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

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

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

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

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

### SECTION 3. Content of Annual Reports.

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

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

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

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

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

#### SECTION 4. Reporting of Notice Events.

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016\_ Bonds, or other material events affecting the tax status of the Series 2016\_ Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2016\_ Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

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

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

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

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

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

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

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



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

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

**SECTION 7. Voluntary Filing.**

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

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

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

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

Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

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

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

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

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

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

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

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question

or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

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

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

**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Issuer: \_\_\_\_\_

Obligated Person: \_\_\_\_\_

Name(s) of Bond Issue(s): \_\_\_\_\_

Date(s) of Issuance: \_\_\_\_\_

Date(s) of Disclosure  
Agreement: \_\_\_\_\_

CUSIP Number: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_

cc:

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

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

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

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Notice Events (Check One):

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

\_\_\_\_\_ Failure to provide annual financial information as required.

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

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Date:

**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Event Disclosure (Check One):

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

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

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Date:



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

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

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

\_\_\_\_\_

Issuer’s Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

\_\_\_\_\_ Description of Voluntary Financial Disclosure (Check One):

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

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

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Date:



## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

106 Industrial Village Road, Building 3

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

TO: Councilman Brian Flewelling, Chairman, Natural Resources Committee

FROM: Dave Thomas, Purchasing Director *det*

SUBJ: RFQ # 11302015 Request for Qualifications to Provide Engineering and Consulting Services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project

DATE: January 4, 2016

**BACKGROUND:** Beaufort County Purchasing Department issued a Request for Qualifications (RFQ) for engineering and consulting services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project. The proposal requested that the vendor consultant provide services to design and oversee construction of a regional stormwater best management practice. The Evaluation Committee consisted of five (5) staff members representing the County: Eric Larson - Stormwater Management; Rebecca Baker - Stormwater Management; Danny Polk - Stormwater Management; Andrea Atherton - Engineering; and Chanel Lewis - Finance. Beaufort County received five (5) responses to the RFQ. They reviewed and evaluated all RFQs, and decided to interview three (3) vendors listed below; Ward Edwards Engineering was selected and ranked the number one (1) firm. The final ranking is as follows:

1. Ward Edwards Engineering, Bluffton, SC (Interviewed)
2. Four Waters Engineering, Jacksonville, FL (Interviewed)
3. McCormick Taylor, Charleston, SC (Interviewed)
4. Thomas and Hutton Engineering, Savannah, GA
5. Andrews Engineering, Beaufort, SC

During the December 18, 2015 Stormwater Management Utility Board Meeting, the board voted unanimously to recommend the contract to Ward Edwards Engineering for the \$109,473 scope of services.

The term of the contract will be effective January 12, 2016 to December 31, 2019, approximately 48 months (the term of the grant contract with DHEC). Contract fees for the project were negotiated with Ward Edwards Engineering, with the results attached to this recommendation.

*det* **FUNDING** Primary Funding - 50250011-51160, Stormwater fees. (\$110,000 Budget)

**PROPOSED COST:** \$109,473

**FOR ACTION:** Natural Resources Committee meeting January 4, 2016.

**RECOMMENDATION:** The Purchasing Department recommends that the Natural Resources Committee approve and recommend to County Council approval of the contract award of \$109,473 to Ward Edwards Engineering for Engineering and Consulting Services for the 2015 Okatie West Regional Stormwater BMP, a CWA Section 319 grant project.

**ATTACHMENTS:**

Draft Contract  
Fee Schedule  
Fee Breakdown  
Projected Project Schedule  
Selection Summary

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

## CONTRACT

**THIS CONTRACT** is made this January 12, 2016, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Ward Edwards, Inc. (hereinafter referred to as "Contractor"). This Contract shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFQ Number 1130015 dated November 30, 2015 (advertised in The Island Packet/Beaufort Gazette on October 30, 2015, Addendum dated November 18, 2015 and Contractor's Response dated November 30, 2015.

### WITNESSETH:

**WHEREAS**, the Contractor and the County desire to enter into this contract relating Engineering and Consulting Services for the Engineering and Consulting Services for 2015 Okatie West Regional Stormwater BMP, a Clean Water Act (CWA) Section 319 Grant Project subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

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

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

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the

parties agree as follows:

## **ARTICLE 1 BACKGROUND/SCOPE OF WORK**

### **Background**

The Contractor will have access to previous studies and plans related to the project to provide technical resources of the design, conceptual design options, and summaries of intended results. Documents include but are not limited to:

- 2002 Okatie River Watershed Management Plan
- 2011 Regional Retrofit Study
- 2014 SC170 Highway Widening Retrofit Study (made available upon request)
- 2015 Okatie River Watershed Management Plan update
- 2015 CWA Section 319 Grant application

These documents are available on the County's stormwater website, <http://www.bcgov.net/departments/Engineering-and-Infrastructure/stormwater-management/>, unless otherwise noted.

In addition, the County Stormwater Department has on-going water quality sampling and flow monitoring at the project site. This data will be made available to calibrate the design to meet measured flows and pollutant levels.

### **Scope of Work**

The Contractor will provide a detailed Scope of Work needed to design and construct a regional stormwater best management practice in addition to managing the grant contract for the CWA Section 319 grant awarded to the project. A summary of the Scope of Work is as follows:

- Provide expertise in managing CWA Section 319 grant contract administration, including reporting, reimbursement requests, schedule modifications, communications with SC-DHEC, close-out documentation, and other tasks typically required by a grant. The Consultant will be advising and assisting the County related to grant administration.
- Prepare needed field survey necessary for the design of the retention basin.
- Prepare needed wetland delineations required by USACE as part of the project.
- Prepare a hydrologic and hydraulic design for the retention basin.
- Model pollutant removal and volume control expected for the project to assure they meet the intent of previous watershed plans and the grant goals.
- Geotechnical investigations, as needed.
- Prepare a final design for construction documents.
- Prepare, submit, and manage all needed permits from the USACE, SC-DHEC/OCRM, the County's Zoning department, the Town of Bluffton, and others.
- Prepare bid package for construction.
- Oversee the bidding process, evaluating and recommending a successful Contractor.
- Provide construction oversight, periodic inspections, and manage documentation during construction.



- As-built surveys as required for permits and Grant conditions.
- Prepare public educational outreach materials and presentations for various focus groups including residents of Sun City and the engineering/development community, as required by the Grant agreement.
- Provide graphics and content for educational signage on the project. Coordinate fabrication and installation of the sign.
- Other items needed to complete the goal yet not specifically listed above will also be the responsibility of the Consultant and will be outlined during the contract negotiation phase.

## **Cost**

### **Cost Estimate**

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

- 

**Total: \$109,473.00**

It is understood that the exact effort needed to complete this Scope of Work may vary depending upon the results of various County meetings. The County and the Contractor agree that the Contractor will track the overall cost of each Task and will advise the County in writing PRIOR TO exceeding the maximum cost not to exceed for each Task. This Scope of Work may be modified in the future by mutual agreement of the County if needed to re-allocate fees among these tasks or to adjust the maximum cost not to exceed.

## **ARTICLE 2 LIABILITY**

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

## **ARTICLE 3 INDEMNIFICATION AND HOLD HARMLESS**

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

## **ARTICLE 4 ASSIGNMENT**

Contractor shall not assign any rights or duties of the professional services contract without the expressed written consent of the County. Any assignment or subletting without the

written consent of County shall be void and this Contract shall terminate at the option of the County. It is agreed and understood by the County that the Contractor has partnered with Atlas Surveying Inc. (Atlas), Sligh Environmental Consultants, Inc. (SECI), Brockington & Associates, Inc. (B&A), and ECS Southeast, LLC (ECS) to provide certain sub-contracted professional services to the Contractor for the life of this Contract.

## **ARTICLE 5 PERFORMANCE PERIOD/TERM**

The term of the contract will be effective January 12, 2016 to December 31, 2019, approximately 48 months (the term of the grant contract with DHEC). At the County's option, this contract may be renewed for one (1) additional one-year term.

## **ARTICLE 6 COMPENSATION**

Article 1 includes the agreed upon compensation for the Contractor for the Scope of Work to be performed under this Contract. Hourly rates for Professional staff and reimbursement for expenses and sub-consultant costs will be as stated in the fee structure provided in the **Contractor's Fee Schedule dated December 16, 2015**. Work performed on this Contract will be accounted for separately by the Contractor and the County will be invoiced on a monthly basis for work performed under this Contract. Payments will be made as outlined in Article 17.

## **ARTICLE 7 INSURANCE**

### **Insurance**

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

## **ARTICLE 8 DEFAULT / TERMINATION**

### **Default**

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

### **Termination**

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

#### **1. Termination for Convenience**

The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable

costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

## **2. Termination For Cause**

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

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

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

## **3. Termination by Mutual Consent**

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

## **ARTICLE 9 RESPONSIBILITY**

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

## **ARTICLE 10 FORCE MAJEURE**

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

- a) acts of God,
- b) acts of a legislative,
- c) administrative or judicial entity,
- d) acts of Contractors (other than subcontractors of Contractor),
- e) fires,



- f) floods,
- g) labor disturbances,
- h) civil unrest
- i) incorrect/inferior parts or materials
- j) terrorism
- k) unusually severe weather.

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

## **ARTICLE 11 SEVERABILITY**

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

## **ARTICLE 12 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 13 NOTICE**

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

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

Contractor:                Ward Edwards Inc.  
                                  Allen B. Ward  
                                  P.O. Box 381  
                                  Bluffton, SC 29910

## **ARTICLE 14 CHANGE ORDERS**

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

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

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

## **ARTICLE 15 AUDITING**

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

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

## **ARTICLE 16 GRATUITIES**

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

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

## **ARTICLE 17**

## **INVOICES**

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

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

Invoices should include:

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

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

## **ARTICLE 18 PURCHASE ORDERS**

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

## **ARTICLE 19 ORDER OF DOCUMENTS**

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

- a) Request for Qualifications Number 11302015
- b) Addendum dated November 18, 2015
- c) Ward Edwards Inc. Response to Beaufort County RFQ 11302015
- d) Ward Edwards Inc. Fee Structure dated December 16, 2015
- e) Recommendation Memo to County Council dated January 12, 2016

## SIGNATURE PAGE

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

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

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WARD EDWARDS, INC**

By: \_\_\_\_\_  
Name: Allen Ward, PE  
Title: Principal-in Charge  
Address: P.O. Box 381  
Bluffton, SC 29910  
Phone: 843-837-5250  
Fax: 843-837-2558  
Tax ID Number: 57-0888952  
Date: \_\_\_\_\_

**Project Fees - Beaufort County RFQ 11302015: Okatie West Regional Stormwater BMP**

Ward Edwards Project Number 0900998

December 16, 2015

Task	Principal	Project Manager	Project Engineer	Technician	Admin.	Surveyor	Wetland Scientist	Geotechnical	Senior Archaeologist 4	Senior Archaeologist 3		Fee
	\$165	\$135	\$125	\$110	\$85	(Fixed Fee)	\$125	(Fixed Fee)	\$78	\$70		
Manage CWA Section 319 Grant & Public Admin.	15	35			20							\$8,900
Wetland Delineation			2				12.8					\$1,850
Surveying :												
Tree, Topographic, & wetland survey		17				\$15,000						\$17,295
Boundary Survey		0			0	\$0						\$0
Hwy 170 Asbuilt for access		1			1	\$1,500						\$1,720
Wetland Channel Survey		3			2	\$3,500						\$4,075
Post Construction Asbuilt Survey		2		1		\$2,500						\$2,880
Wetland Verification (Jurisdictional Determination)			2		1		14.4					\$2,135
Cultural Resources		5							36	15		\$4,533
Geotechnical Testing		6						\$4,600				\$5,410
Preliminary Engineering		15	20	40								\$8,925
Wetland Agency Permitting		7			1		52					\$7,530
Final Engineering Design	8	20	60	80								\$20,320
Project Permitting		20	20	25	40							\$11,350
Bidding & Construction		20	10	60								\$10,550
Reimbursables (Budget)												\$2,000
										<b>Total:</b>		<b>\$109,473</b>

Excerpt From Okatie West Water Quality Grant Application Dated July 6, 2015

Projected Project Schedule		
#	Month	Milestone
1	Quarterly	Submit progress reports, invoices, MBE/WBE forms and BMP information per schedule outlined in grant agreement.
2	30 days after project completion	Submit final invoice and final technical closeout report to DHEC. Submit Final Budget Report within 45 days of project close.
3	Month 1	Public education workshop and site visit for nearby residents
4	Months 1-4	Project survey & initiate wetland verification update
5	Months 4-6	Preliminary Engineering
6	Months 6-27	Complete final design and update wetland verification
7	Months 27-33	Project regulatory permitting
8	At the start of construction	Erect signage at along Highway 170 informing the general public of the water quality BMPs purpose, benefit, and contribution of the Rural & Critical Lands program
9	Months 33-36	Construction procurement
10	Months 36-45	Construction
11	Months 45-48	Post Construction public education workshop and site visit for local developers & engineers
11	30 days after project completion	Submit final invoice and final technical closeout report to SCDHEC. Submit Final Budget Report within 45 days of project close

Okatie West consultant  
 Proposal 11302015  
 Summary of individual scoring of proposals  
 Interviews 12082015

Criteria	Possible Points	Firms														
		Four Waters Engineering					McCormick Taylor					Ward Edwards Engineering				
		Atherton	Baker	Larson	Lewis	Polk	Atherton	Baker	Larson	Lewis	Polk	Atherton	Baker	Larson	Lewis	Polk
1. Demonstrated experience with stormwater best management practices design.	25	25	20	25	21	23	25	15	22	23	23	25	10	25	22	23
2. Working knowledge of computer based water quantity and water quality models.	20	20	20	20	20	18	15	15	20	17	19	15	20	20	17	19
3. Experience with CWA Section 319 grant project administration.	15	10	10	5	15	10	0	5	0	10	10	15	10	15	15	14
4. Capacity to perform.	15	5	10	15	12	13	10	10	15	12	12	15	10	15	13	14
5. Location and knowledge of locality of the project.	15	10	5	10	11	10	10	15	10	11	12	15	15	15	13	15
6. Demonstrated ability to facilitate public outreach.	10	5	10	5	10	8	5	10	10	10	8	8	10	7	10	9
total points 100		75	75	80	89	82	65	70	77	83	84	93	75	97	90	94
		401					379					449				

1st Choice  
 2nd Choice  
 3rd Choice

2016 /

SOUTHERN BEAUFORT COUNTY MAP AMENDMENT/REZONING REQUEST FOR R600-013-000-0061-0000 (20+/- ACRE PORTION, FORMERLY KNOWN AS OKATIE MARSH PLANNED UNIT DEVELOPMENT, ON S.C. HIGHWAY 170 BETWEEN HEFFALUMP AND PRITCHER POINT ROADS) FROM T1 (NATURAL PRESERVE) TO T2R (RURAL).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



**Current Zoning**

The map displays several zoning districts and land parcels:

- T1NP (Natural Preserve)**: A large green-shaded area in the center-left.
- T2R (Rural)**: A green-shaded area in the center-right.
- PUD (Existing Planned Unit Development)**: A blue-hatched area at the bottom left.

Roads shown include OKATIE HWY, PRITCHER POINT RD, SHEPHERD DR, RIVERSIDE DR, BARROTT CREEK DR, KESTRAL CT, HEFFALUMP RD, RICE MILL RD, and BARLEY'S GRV. Lot numbers are distributed across the map, particularly in the upper left and right sections. An inset map in the bottom right corner provides a regional context, showing the location near Oldfield.

Map of McGarvey's Corner area, Sevier County, Tennessee. The map displays various land parcels and their zoning designations.

**Zoning Designations:**

- T2R (Rural)** (Approx. 20 Acres)
- T1NP (Natural Preserve)**
- PUD (Existing Planned Unit Development)**

**Roads:**

- OKATIE HWY
- PRITCHER POINT RD
- HEFFALUMP RD
- EAST L RD

**Parcel Numbers:**

- 1465, 9, 13, 7, 13, 9, 13, 9, 15, 5, 15, 5, 13, 5, 21
- 1501, 4, 26, 4, 28, 4, 28, 3, 5, 7, 6, 8
- 1505, 6, 8, 8, 24, 6, 2, 4, 6, 8, 1, EDIST, 14, 18, 20, 32
- 1513, 18, 22, 28, 26
- 1569, 90, 95

**Map Information:**

- Prepared by: Sevier County GIS Division
- Map Generated: November 19, 2015



**RESOLUTION 2016 /**

**A RESOLUTION TO COMMISSION ANIMAL SERVICE OFFICER TO ENFORCE BEAUFORT COUNTY ANIMAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE *CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED*.**

**WHEREAS**, Beaufort County Council may appoint and commission as many animal service officers as may be necessary for proper security, general welfare and convenience of the County; and

**WHEREAS**, each candidate for appointment as a Beaufort County Animal Service Officer has completed training and whatever certification may be necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina that:

1. County Council hereby appoints and commissions the following individual as Animal Service Officer for Beaufort County:

Stephanie Brumley, Beaufort County Animal Services Officer

2. Each Animal Service Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as an Animal Service Officer.

Adopted this \_\_\_\_ day of\_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

## County Council of Beaufort County 2016 Meetings

Date	CAUCUS		REGULAR	
	Time	Location	Time	Location
January 11, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
January 25, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
February 29, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
March 14, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
March 28, 2016	5:30 p.m.	Hilton Head Island Branch Library	6:00 p.m.	Hilton Head Island Branch Library
April 11, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
April 25, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
May 9, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
May 23, 2016	5:30 p.m.	Bluffton Branch Library	6:00 p.m.	Bluffton Branch Library
June 13, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
June 27, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
July 25, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
August 8, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
August 22, 2016	5:30 p.m.	Hilton Head Island Branch Library	6:00 p.m.	Hilton Head Island Branch Library
September 12, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
September 26, 2016	5:30 p.m.	Bluffton Branch Library	6:00 p.m.	Bluffton Branch Library
October 10, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
October 24, 2016	5:30 p.m.	Hilton Head Island Branch Library	6:00 p.m.	Hilton Head Island Branch Library
November 14, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
November 28, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers
December 12, 2016	5:30 p.m.	Executive Conference Room	6:00 p.m.	Council Chambers

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

Approved:



## 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](http://www.bcgov.net)

TO: Sue Rainey, Clerk to County Council

FROM: Edra Stephens, Director

DATE: January 4, 2016

SUBJECT: Hawkers and Peddler Permit Report

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Listed below are the fees collected from the sale of hawkers and peddlers permit for calendar year 2015.

During the calendar year 2015, we issued 3 hawkers and peddlers permits @ \$75.00. The fees collected totaled \$225.00. 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 Hawker and Peddler Permit requirements: vendors of newspapers, magazines, vegetables, tobacco, and all agricultural products.

**CDBG Notice of Public Hearing Concerning Needs Assessment****Beaufort County**

NOTICE IS HEREBY GIVEN that on Monday, January 11, 2016 at 6:30 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 and/or limited English proficient persons upon request.*

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, County Attorney  
First Reading: November 30, 2015  
Second Reading: December 14, 2015  
Public Hearing:  
Third and Final Reading: