

# COUNTY COUNCIL OF BEAUFORT COUNTY

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D. PAUL SOMMERVILLE  
CHAIRMAN

STEWART H. RODMAN  
VICE CHAIRMAN

## COUNCIL MEMBERS

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CYNTHIA M. BENSCH  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
WILLIAM L. MCBRIDE  
GERALD W. STEWART  
ROBERTS "TABOR" VAUX, JR  
LAURA L. VON HARTEN

GARY KUBIC  
COUNTY ADMINISTRATOR

BRYAN J. HILL  
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, July 22, 2013

4:00 p.m.

Council Chambers, Administration Building  
Government Center, 100 Ribaut Road, Beaufort

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

### 1. CAUCUS - 4:00 P.M.

#### A. Executive Session

1. Discussion of matters relating to the proposed location, expansion or the provision of services encouraging location or expansion of industries or other businesses in Beaufort County; and
2. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property;
3. Receipt of legal advice relating to pending and potential claims covered by the attorney-client privilege.

#### B. Committee Reports ([backup](#))

#### C. Discussion is not limited to agenda item

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

### 3. CALL TO ORDER

### 4. PLEDGE OF ALLEGIANCE

### 5. INVOCATION – Councilman Gerald Dawson

### 6. PROCLAMATION

- #### A. Gullah / Geechee Nation Appreciation Week Queen Quet

### 7. ADMINISTRATIVE CONSENT AGENDA

- A. Approval of Minutes – June 24, 2013 ([backup](#))
- B. Receipt of County Administrator's Three-Week Progress Report ([backup](#))
- C. Receipt of Deputy County Administrator's Three-Week Progress Report ([backup](#))
- D. Appointments to Boards and Commissions ([backup](#))



8. PUBLIC COMMENT

9. COUNTY AND DEPUTY ADMINISTRATORS' REPORT

Mr. Bryan Hill, Deputy County Administrator

A. The County Channel / Broadcast Update

B. Monthly Budget Summary ([backup](#))

C. Construction Project Updates

Mr. Rob McFee, Division-Director Engineering and Infrastructure

1. One Cent Sales Tax Referendum Projects:

A. U.S. Highway 278 Construction Project

B. S.C. Highway 170

C. Bluffton Parkway 5A

2. Capital Improvement Project:

A. Courthouse Reskin Project

B. Coroner's Facility

E. Dixie Ponytails World Series

D. Lowcountry Council of Governments Regional Transportation Model Update

10. CONSENT AGENDA

A. NORTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR MARSH VIEW SUBDIVISION (R100-15-64A, 289-326 AND 347-349; 38 RESIDENTIAL LOTS AND ASSOCIATED COMMON AREAS TOTALING 27.46 ACRES; OFF DORCHESTER DRIVE AND TOMOTLEY, WHITEHALL AND MCCALLEY COURTS, IN THE GRAYS HILL AREA), TO BE REZONED FROM RURAL (R) TO RURAL-RESIDENTIAL (RR) ([backup](#))

1. Consideration of second reading to occur July 22, 2013

2. Public hearing – Monday, August 12, 2013 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort

3. First reading approval occurred June 24, 2013 / Vote 11:0

4. Natural Resources Committee discussion and recommendation to approve occurred June 11, 2013 / Vote 8:0

B. TEXT AMENDMENT TO COUNTY CODE OF ORDINANCES CHAPTER 74— BUILDING AND BUILDING REGULATIONS, SECTION 74-64 – ADOPTION OF BUILDING CODES, SUBPARAGRAPH (1) (AMENDS ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE) ([backup](#))

1. Consideration of second reading to occur July 22, 2013

2. Public hearing – Monday, August 12, 2013 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort

3. First reading approval occurred June 24, 2013 / Vote 11:0

4. Public Facilities Committee discussion and recommendation to approve occurred June 17, 2013 / Vote 5:0

- C. AN ORDINANCE AUTHORIZING THE COUNTY TO SELL PROPERTY IDENTIFIED AS TMP NUMBER: R200 018 000 0S4E 0000 (FORMER LADY'S ISLAND CONVENIENCE CENTER) ([backup](#))
1. Consideration of second reading to occur July 22, 2013
  2. Public hearing – Monday, August 12, 2013 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
  3. First reading approval occurred June 24, 2013 / Voted 11:0
  4. Executive Session discussion June 24, 2013
- D. A RESOLUTION CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$3,750,000 OF GENERAL OBLIGATION BONDS OF THE HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Finance Committee discussion and recommendation to adopt June 24, 2013 / Vote 7:1
- E. AN ORDINANCE PROVIDING HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA THE AUTHORIZATION TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,750,000 AND OTHER MATTERS RELATING THERETO ([backup](#))
1. Consideration of second reading to occur July 22, 2013
  2. Public hearing – Monday, August 12, 2013 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
  3. First reading approval occurred June 24, 2013 / 11:0
  4. Finance Committee discussion and recommendation to approve occurred June 24, 2013 / Vote 7:1
- F. FY 2014 BUDGET AMENDMENT SUPPLEMENTAL IN THE AMOUNT OF \$525,000 TO BE USED TO FUND THE FOLLOWING FIVE LINE ITEMS: SOLICITOR'S OFFICE, TECHNICAL COLLEGE OF THE LOWCOUNTRY, UNIVERSITY OF SOUTH CAROLINA-BEAUFORT, ISLAND RECREATION, AND BEAUFORT MEMORIAL HOSPITAL
1. Consideration of first reading, by title only, to occur July 22, 2013
  2. Council discussion June 24, 2013
- G. RENEWAL OF PUBLIC SAFETY COMMUNICATIONS MAINTENANCE SERVICE AGREEMENT CONTRACT FOR EMERGENCY MANAGEMENT DEPARTMENT ([backup](#))
1. Contract award: Motorola, Schaumburg, Illinois
  2. Contract amount: \$1,497,600
  3. Funding source: Account 100001220-51110, Communications, Maintenance Contracts
  4. Caucus discussion to occur July 22, 2013

- H. RENEWAL OF ANNUAL FOOD SERVICE CONTRACT FOR DETENTION CENTER ([backup](#))
1. Contract award: ABL Management, Inc., Baton Rouge, Louisiana
  2. Contract amount: \$300,000
  3. Funding source: Account 10001250-51200, Detention Center, Meals/Contracted Services
  4. Caucus discussion to occur July 22, 2013
- I. RENEWAL OF EMPLOYEE HEALTH BENEFIT CONSULTING SERVICES ([backup](#))
1. Contract award: Gallagher Benefit Services, Inc., Charlotte, North Carolina
  2. Contract amount: \$85,000
  3. Funding source: Account 10001160-51160, Employee Services, Professional Services
  4. Caucus discussion to occur July 22, 2013
- J. RENEWAL OF UNIFORM RENTAL AND CLEANING CONTRACT FOR PUBLIC WORKS, FACILITY MANAGEMENT, STORMWATER MANAGEMENT, AND MOSQUITO CONTROL DEPARTMENTS ([backup](#))
1. Contract award: Rental Uniform Services of Florence, South Carolina
  2. Contract amount: \$69,912
  3. Funding sources: Public Works, Facility Management, Stormwater Management, and Mosquito Control Departments
  4. Caucus discussion to occur July 22, 2013
- K. RENEWAL OF E-911 SERVICE AGREEMENT CONTRACT FOR EMERGENCY MANAGEMENT DEPARTMENT ([backup](#))
1. Contract award: Motorola, Schaumburg, Illinois
  4. Contract amount: \$56,999
  5. Funding source: Account 22010011-51110, E-911 Fund, Maintenance Contracts
  4. Caucus discussion to occur July 22, 2013
- L. RENEWAL OF HARDWARE AND SOFTWARE MAINTENANCE CONTRACT FOR BEAUFORT COUNTY BOARD OF ELECTIONS AND REGISTRATION (JULY 1, 2013 - JUNE 30, 2014) ([backup](#))
1. Contract award: Election Systems and Software, Chicago, Illinois
  2. Contract amount: \$34,408
  3. Funding source: Account 10001143-51110, Voter Registration, Maintenance Contracts
  4. Caucus discussion to occur July 22, 2013
- M. RENEWAL OF MAPPING SOFTWARE MAINTENANCE SERVICE CONTRACT FOR GIS DEPARTMENT ([backup](#))
1. Contract award: ESRI, Inc., Broomfield, Colorado
  2. Contract amount: \$32,860
  3. Funding source: Account 10001152-51110, Automated Mapping/GIS, Maintenance Contracts
  4. Caucus discussion to occur July 22, 2013

- N. RENEWAL OF COLLABORATIVE ORGANIZATION OF SERVICES FOR YOUTH (COSY) FAMILY GROUP CONFERENCING PROJECT ([backup](#))
  - 1. Contract award: Next Step, St. Helena Island, South Carolina
  - 2. Contract amount: \$28,080
  - 3. Funding source: Account 25030011-51170, COSY Fund, Maintenance Contracts
  - 4. Caucus discussion to occur July 22, 2013
- O. PURCHASE OF VMWARE VIEW EQUIPMENT FROM EMERGENCY MANAGEMENT DEPARTMENT ([backup](#))
  - 1. Contract award: State Contract
  - 2. Contract amount: \$27,203
  - 3. Funding source: Account 27100011-54110, 12EMPG01 Public Safety Grant, Data Processing Equipment
  - 4. Caucus discussion to occur July 22, 2013
- P. AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013D, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,300,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO ([backup](#))
  - 1. Consideration of first reading to occur July 22, 2013
  - 2. Caucus discussion to occur July 22, 2013

#### 11. PUBLIC HEARING

- A. AN ORDINANCE AUTHORIZING BRIDGES PREPARATORY SCHOOL TO LEASE THE CHARLES LIND BROWN COMMUNITY ACTIVITY CENTER ([backup](#))
  - 1. Consideration of third and reading to occur July 22, 2013
  - 2. Second reading approval occurred June 24, 2013 / Vote 8:3
  - 3. Finance Committee discussion and recommendation to approve occurred June 17, 2013 / Vote 5:0
  - 4. First reading, by title only, occurred June 10, 2013 / Vote 11:0
  - 5. Parks and Leisure Services Board discussion and recommendation to approve occurred June 6, 2013 / Vote 6:1
  - 6. Community Services Committee discussion occurred May 20, 2013

#### 12. PUBLIC COMMENT

#### 13. ADJOURNMENT

## COMMUNITY SERVICES COMMITTEE

June 24, 2013

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

The Community Services Committee met Monday, June 24, 2013 at 1:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

### ATTENDANCE

Chairman William McBride, Vice Chairman Tabor Vaux, and members Steven Baer, Rick Caporale, Gerald Dawson and Laura Von Harten. Non-Committee members Cynthia Bensch and Paul Sommerville present.

County staff: Morris Campbell, Division Director – Community Services; Bryan Hill, Deputy County Administrator; Gary Kubic, County Administrator; Fred Leyda, Facilitator, Alliance for Human Services; Andy Stevenson, Coordinator, Summer Nutrition Program; and Dave Thomas, Purchasing Director.

Public: Roland Gardner, CEO, Beaufort/Jasper Hampton Comprehensive Services; Trish Heichel, Chairman, Alliance for Human Services Leadership Council; Fred Washington, Treasurer, Alliance for Human Services Leadership Council; Rick Toomey, CEO, Beaufort Memorial Hospital.

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

Councilman McBride chaired the meeting.

### ACTION ITEMS

#### **1. Ferry Transportation Services for Daufuskie Island**

**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. Vaux, seconded by Mr. Dawson, that Community Services Committee approve and recommend Council award a contract renewal to J & W Corporation of Greenwood, South Carolina in the amount of \$281,800 to provide ferry service to and from Daufuskie Island. Funding will come from Expenditure account 25460011-55540. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Vaux and Ms. Von Harten. ABSTAIN - Mr. Baer. The motion passed.

**Recommendation:** Council award a contract renewal to J & W Corporation of Greenwood, South Carolina in the amount of \$281,800 to provide ferry service to and from Daufuskie Island. Funding will come from Expenditure account 25460011-55540.

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

### **• Library Board**

**Motion:** It was moved by Mr. Vaux, seconded by Ms. Von Harten, that Community Services Committee approve and recommend Council nominate Anna Marie Tabernick, representing Council District 6, to serve as a member of the Library Board. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Council nominate Anna Marie Tabernick, representing Council District 6, to serve as a member of the Library Board.

## **INFORMATION ITEMS**

### **3. Update / Beaufort County Summer Nutrition Program**

**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. Andy Stevenson, Coordinator, Summer Nutrition Program, gave an update on the 2013 Summer Nutrition Program.

The Food and Nutrition Service, an agency of the U.S. Department of Agriculture, administers the Summer Food Service Program (SFSP) at the Federal level. Locally, SFSP is run by approved sponsors, including school districts, local government agencies, camps, or private nonprofit organizations. Sponsors provide meals to a group of children at a central site, such as a school or a community center. They receive payments from USDA, through their State agencies, for the meals they serve.

In Beaufort County SFSP operates from June 10 through August 9 at 65 sites. The cost per lunch is \$2.90 and the government reimburses \$3.47 per meal. Thirty-nine paid employees, 5 nutrition monitors and 34 site supervisors, oversee the Program.

**Status:** Information only.

### **4. Discussion / FY 2014 Standards for Beaufort County Community Services Allocation**

**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. Fred Leyda, Facilitator, Alliance for Human Services Director, presented the committee the standard for determining the fair and equitable allocation of County funds for the purpose of providing coordinated community services to county residents. The standards include eligibility criteria, funding, deliverables and a review process. The allocation scoring matrix is based on five criteria: (i) stability - has the agency demonstrated a track record of success in our community, (ii) match – will the proposal allow for substantial matching of funds, (iii) collaborative – does the proposal involve multiple agencies coordinating efforts, (iv) population – does the proposal serve a large percentage or vulnerable/volatile residents in our community, and (v) diversity – will the proposal impact more than one of the following: emergency services, basic needs, healthcare and education.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Vaux, that Community Services Committee approve the FY 2014 proposed standards for Beaufort County Community Services Allocation process to include refinements as the project moves forward. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Vaux and Ms. Von Harten. The motion passed.

**Recommendation:** Committee approved the FY 2014 proposed standards for the Beaufort County Community Services Allocation process to include refinements as the project moves forward.

DRAFT

## FINANCE COMMITTEE

June 24, 2013

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

The Finance Committee met Monday, June 24, 2013 at 2:00 p.m., in Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

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

County staff: Morris Campbell, Division Director – Community Services; Suzanne Cook, Chief Financial Officer, Sheriff's Office; Tony Criscitello, Division Director – Planning and Development; Alan Eisenman, Financial Supervisor; Todd Ferguson, Emergency Management Division Director; Phil Foot, Public Safety Director; Christiane Garltan, Emergency Management Division; Joshua Gruber, County Attorney; Doug Henderson, Treasurer; Bryan Hill, Deputy County Administrator; Gary Kubic, County Administrator; Scott Marshall, Voter Registration and Elections and Parks and Leisure Services; Joel Phillips, Beaufort Airport Manager; Maria Smalls, Deputy Treasurer; Solicitor Duffie Stone; and Dave Thomas, Purchasing Director.

Public: Mary Cordray, University of South Carolina-Beaufort and Beaufort County Board of Education; Richard Cyr, General Manager, Hilton Head Island PSD; John Geisler, Secretary, Hilton Head Island PSD; Pete Nardi, Community Relations Manager, Hilton Head Island PSD; Jocelyn Staiger, Government Affairs Director, Board of Realtors; Kim Statler, Director, Lowcountry Economic Alliance; and Jane Upshaw, Chancellor, University of South Carolina-Beaufort.

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

Councilman Rodman chaired the meeting.

### ACTION ITEMS

#### 1. Consideration of Contract Award

- **\$314,665 Renewal with Southern Health Partners for Medical Services for Detention Center**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council approve a purchase order in the amount of \$314,665.60 to Southern Health Partners to provide medical services for Beaufort County's Detention Center. Funding will come from FY 2013 General Fund, account 10001250-51190, Detention Center Medical Services. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council approve a purchase order in the amount of \$314,665.60 to Southern Health Partners to provide medical services for Beaufort County's Detention Center. Funding will come from FY 2013 General Fund, account 10001250-51190, Detention Center Medical Services.

**2. Consideration of Contract Award**

- **\$222,000 Renewal with Motorola Palmetto 800 Port and Fiber Fees for Emergency Management 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)

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council award a contract to Motorola Palmetto 800 in the amount of \$222,000 to provide communications, port, fiber, and support services for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51160, Communications Professional Services. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to Motorola Palmetto 800 in the amount of \$222,000 to provide communications, port, fiber, and support services for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51160, Communications Professional Services.

**3. Consideration of Contract Award**

- **\$134,640 Renewal with Town of Hilton Head Island for E911 Subsidy for Salary, Benefits and Other Expenses**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council award a contract renewal with the Town of Hilton Head Island in the amount of \$134,640 to provide E911 staff support for Beaufort County's Emergency Management Department. Funding will come from account 22010011-55000, E911 Direct Subsidy. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal with the Town of Hilton Head Island with the amount of \$134,640 to provide E911 staff support for Beaufort County's

Emergency Management Department. Funding will come from account 22010011-55000, E911 Direct Subsidy.

**4. Consideration of Contract Award**

- **\$109,582 Renewal with Harris Computer Systems for Annual Maintenance of Public Safety Software System**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council award a contract to Harris Computer Systems in the amount of \$109,582 to provide public safety software maintenance for Beaufort County's Emergency Management Department. Funding will come from account 10001220-51110, Communications Maintenance Contracts, and account 22010011-51110 E911, Maintenance Contracts. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract to Harris Computer Systems in the amount of \$109,582 to provide public safety software maintenance for Beaufort County's Emergency Management Department. Funding will come from account 10001220-51110, Communications Maintenance Contracts, and account 22010011-51110, E911 Maintenance Contracts.

**5. Consideration of Contract Award**

- **\$92,541 Purchase of 72-seat activity bus for Parks and Leisure Services Department**

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

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council approve the purchase of a 72-seat activity bus for the Parks and Leisure Services Department from Interstate Transportation Equipment Company. Funding will come from FY 2013 General Fund, account 10001606-54000 Vehicle Purchases. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council approve the purchase of a 72-seat activity bus for the Parks and Leisure Services Department from Interstate Transportation Equipment Company in the amount of \$92,541. Funding will come from FY 2013 General Fund, account 10001606-54000, Vehicle Purchases

**6. Consideration of Contract Award**

- **\$65,000 Renewal with Hilton Head Human Association for Veterinary Services for Animal Shelter**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council award a contract renewal with the Hilton Head Humane Association in the amount of \$65,000 to provide veterinary services for Beaufort County's Animal Shelter. Funding will come from FY 2013 General Fund, account 10001270-61160, Animal Shelter Professional Services, and FY 2013 General Fund, account 10001270-61165, Animal Shelter Spay/Neuter Services. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal with the Hilton Head Humane Association in the amount of \$65,000 to provide veterinary services for Beaufort County's Animal Shelter. Funding will come from FY 2013 General Fund, account 10001270-61160, Animal Shelter Professional Services, and FY 2013 General Fund, account 10001270-61165, Animal Shelter Spay/Neuter Services.

**7. Consideration of Contract Award**

- **\$50,000 Renewal with Town of Hilton Head Island for Salaries and Benefits for Dispatch Personnel**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council award a contract renewal with the Town of Hilton Head Island in the amount of \$50,000 to provide a dispatch salary subsidy for Beaufort County's Emergency Management Department. Funding will come from account 10001220-55000, Communications Direct Subsidy. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council award a contract renewal with the Town of Hilton Head Island in the amount of \$50,000 to provide a dispatch salary subsidy for Beaufort County's Emergency Management Department. Funding will come from account 10001220-55000, Communications Direct Subsidy.

**8. Consideration of Contract Award**

- **Beaufort County Airport/ARW (Lady's Island) Hangar Lease Rate Increase**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend that Council approve an increase in the hangar lease rate at the Beaufort County Airport/ARW (Lady's Island) from \$265 per month to \$296 per month (5% increase plus monthly prorated hangar property taxes). The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council approve an increase in the hangar lease rate at the Beaufort County Airport/ARW (Lady's Island) from \$265 per month to \$296 per month (5% increase plus monthly prorated hangar property taxes).

#### 9. Consideration of Contract Award

- **Hilton Head Public Service District Authorization to Issue General Obligation Bonds not to Exceed \$3.75 Million to do Remediation**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council approve on first reading, by title only, an ordinance authorizing the commitment of \$3.75 million in General Obligation Bonds (GOB) to construct certain public drinking water supply projects in the Hilton Head Public Service District (PSD). The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council approve on first reading an ordinance authorizing the commitment of \$3.75 million in General Obligation Bonds (GOB) to construct certain public drinking water supply projects in the Hilton Head Public Service District (PSD).

#### 10. Consideration of Contract Award

- **A Resolution Relating to the Declaration of Intent by the County Council of Beaufort County, South Carolina, to Reimburse Certain Expenditures Prior to the Issuance by the County of its Tax-Exempt Debt**

**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. Caporale, seconded by Mr. Baer, that Finance Committee approve and recommend Council adopt a resolution relating to the declaration of intent by the County Council to reimburse certain expenditures prior to the issuance by the County of its tax-exempt- debt. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Recommendation:** Council adopt a resolution relating to the declaration of intent by the County Council to reimburse certain expenditures prior to the issuance by the County of its tax-exempt-debt.

## 11. Discussion - County FY2014 Budget Ordinance

**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 Stu Rodman provided the Committee copies of an appropriations tally spreadsheet that listed additional possibilities of amounts to be funded within the FY 2014 budget. Members were asked to complete the form.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Caporale, that Finance Committee approve and recommend Council include an additional \$525,000 to the FY 2014 County Budget ordinance to be used to fund the following five line items: Solicitor's Office, Technical College of the Lowcountry, University of South Carolina-Beaufort, Island Recreation, and Beaufort Memorial Hospital. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed

**Motion to amend by addition:** It was moved by Mr. Baer, seconded by Mr. Caporale, that Finance Committee approve and recommend Council include an additional \$200,000 for libraries within the FY2014 County Budget which would make a total library budget of \$4,110,000. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, and Laura Von Harten. NAYS – Mrs. Bensch, Mr. Dawson, Mr. Rodman, Mr. Sommerville, Mr. Stewart, and Mr. Vaux. The motion failed. (At the request of the Committee Chairman all members of Council were asked to vote on the motion.)

**Recommendation:** At the July 22, 2013 meeting of the Council approve on first reading, by title only, a FY 2014 budget amendment supplemental in the amount of \$525,000 to be used to fund the following five line items: Solicitor's Office, Technical College of the Lowcountry, University of South Carolina-Beaufort, Island Recreation, and Beaufort Memorial Hospital.

## INFORMATION ITEMS

### 12. Consideration of Contract Award

- **\$27,819 Renewal with Cassidian Communications for E911 Support Software Services for Emergency Management 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)

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Baer, that Finance Committee award a contract to Cassidian Communications in the amount of \$27,819 to provide annual software support services for Beaufort County's Emergency Management Department. Funding will come from account 22010011-51110, E911 Maintenance. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Status:** The Finance Committee awarded a contract to Cassidian Communications in the amount of \$27,819 to provide annual software support services for Beaufort County's

Emergency Management Department. Funding will come from account 22010011-51110, E911 Maintenance.

### **13. Consideration of Contract Award**

- **\$25,414 Renewal of Tower Lease with Pinnacle Towers for Ft. Fremont Tower on St. Helena Island**

**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. Caporale, seconded by Mr. Baer, that Finance Committee award a contract to Pinnacle Towers, Inc. in the amount of \$25,414 to provide annual tower communication services for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Status:** The Finance Committee awarded a contract to Pinnacle Towers, Inc. in the amount of \$25,414 to provide annual tower communication services for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental.

### **14. Consideration of Contract Award**

- **\$25,228 Renewal of Tower Lease with Global Tower Partners for Archer Road Tower in Bluffton**

**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. Caporale, seconded by Mr. Baer, that Finance Committee renew a tower lease with Global Tower Partners, Inc. in the amount of \$25,228 to provide annual tower communication services for the Archer Road tower in Bluffton for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Status:** Finance Committee renewed a tower lease with Global Tower Partners, Inc. in the amount of \$25,228 to provide annual tower communication services for the Archer Road tower in Bluffton for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental.

### 15. Consideration of Contract Award

- **\$25,228 Renewal of Tower Lease with Global Tower Partners for Pritchardville Tower in Bluffton**

**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. Caporale, seconded by Mr. Baer, that Finance Committee renew a tower lease with Global Tower Partners, Inc. in the amount of \$25,228 to provide annual tower communication services the Pritchardville tower in Bluffton for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental. The vote: YEAS – Mr. Baer, Mr. Caporale, Mr. Flewelling, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

**Status:** Finance Committee renewed a tower lease with Global Tower Partners, Inc. in the amount of \$25,228 to provide annual tower communication services the Pritchardville tower in Bluffton for Beaufort County's Emergency Management Department. Funding will come from FY 2013 General Fund, account 10001220-51140, Communications Equipment Rental.

### 16. Discussion of Reappointments and Appointments

- **Accommodations (2%) Tax 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:** There were no names brought forward for consideration.

Official Proceedings  
County Council of Beaufort County  
June 24, 2013

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

**CAUCUS**

A caucus of the County Council of Beaufort County was held at 4:00 p.m., Monday, June 24, 2013 in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**CALL OF EXECUTIVE SESSION**

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council go immediately into executive session for the purpose of receiving information regarding negotiations incident to proposed contractual arrangements and proposed purchase of property; and receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**EXECUTIVE SESSION**

**RECONVENE OF CAUCUS**

Topics discussed during caucus included:

- Removing item 10A, an ordinance authorizing Bridge Preparatory School to lease the Charles Lind Brown Community Action Center, from the consent agenda.
- Reporting that the local 3% accommodations tax (tourism infrastructure) is the funding source of the County's \$275,000 contribution to fund Phase III of the Spanish Moss Trail.
- Removing item 10S, Ferry Transportation Services for Daufuskie Island, from the consent agenda.

**REGULAR SESSION**

The regularly scheduled meeting of the County Council of Beaufort County was held at 5:00 p.m., Monday, June 24, 2013 in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**PLEDGE OF ALLEGIANCE**

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

**INVOCATION**

Councilwoman Bensch gave the Invocation.

**ADMINISTRATIVE CONSENT AGENDA**

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

**Review of Proceedings of the Regular Meeting held June 10, 2013**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council approve the minutes of the regular meeting held June 10, 2013. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from June 10, 2013 through June 21, 2013.

**Deputy County Administrator’s Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from June 10, 2013 through June 21, 2013.

## **APPOINTMENTS TO BOARDS AND COMMISSIONS**

### **Community Services Committee**

#### **Disabilities and Special Needs Board**

Jill Striebienger

The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Ms. Striebienger was appointed to serve as a member of the Disabilities and Special Needs Board after garnering the six votes required to appoint.

#### **Library Board**

Mr. McBride, as Community Services Committee Chairman, nominated Anna Marie Tabernik, representing Council District 6, to serve as a member of the Library Board.

#### **Parks and Leisure Services Board**

Christian Kata

The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Kata, representing northern Beaufort County, was appointed to serve as a member of the Parks and Leisure Services Board after garnering the six votes required to appoint.

### **Finance Committee**

#### **Airports Board**

Dan Ahern

The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Ahern, representing close proximity to Beaufort County Airport/ARW (Lady's Island), was appointed to serve as a member of the Airports Board after garnering the six votes required to appoint.

#### **Tax Equalization Board**

Neil Lipsitz

The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr.

Lipsitz, representing Council District 4, was appointed to serve as a member of the Tax Equalization Board after garnering the six votes required to appoint.

Robert Brown

The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Brown, representing Council District 5, was appointed to serve as a member of the Tax Equalization Board after garnering the six votes required to appoint.

Mr. Rodman, as Finance Committee Chairman, nominated Mr. Kenneth Joy, representing Council District 3; and Gloria Criscuolo, representing Council District 9, to serve as members of the Tax Equalization Board.

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

### **PUBLIC COMMENT**

The Chairman recognized Mrs. Leigh Woods, a resident of Burton, who is here tonight to protest against the tax increase Council is proposing.

Mr. Jim Bequette, a resident of Lady's Island, stated Council is asking for a 15.6% millage increase on the general fund budget and a 23.4% increase on debt service. The budget Council is requesting is too high.

Mr. Patrick Parkinson, a resident of Okatie, has concern with traffic, odors, environmental runoff, and health hazards if a trash transfer station is located along Chechessee Road. Please pass a resolution transferring this site to the Rural and Critical Lands Program.

Ms. Ann Ubelis, of the Beaufort Tea Party, spoke about the rollup and millage rate of the budget as well as the two-pronged tax increase Council is going to be forcing upon the citizens.

Mr. Robert Bell, a resident of Lady's Island, stated there should be no increases in taxes.

Mr. Parker Sutler, a resident of Okatie, asked Council to reconsider locating a trash transfer station along Chechessee Road. Please find another site.

Mr. Paul Gravit, a resident of Okatie, asked Council to reconsider locating a trash transfer station along Chechessee Road.

Ms. Diane Moreno, a resident of Bluffton, asked Council to reconsider the FY 2013/2014 budget tax increase.

Ms. Jane Kenny, a resident of Bluffton, stated the money in the public purse belongs to the people to provide essential services for all of the people and who trust Council to spend it

efficiently and effective in our best interest. Please reconsider the FY 2013/2014 budget tax increase.

## **COUNTY ADMINISTRATOR'S REPORT**

### **The County Channel / Broadcast Update**

Mr. Gary Kubic, County Administrator, said The County Channel has all programs, events and meetings available to watch online, on-demand at [www.bcgov.net](http://www.bcgov.net). The County Channel team along with the Planning Department put together a short video emphasizing a little bit of the history and the development of the Spanish Moss Trail.

### **Briefing / County Boat Landings – Private and Public Use**

Mr. Joshua Gruber, County Attorney, highlighted the County's legislation regarding private use and public use at County boat landings. Section 102-31(c), Landing rules "*Oystermen, crabbers, commercial fishermen, and other commercial uses*. Oystermen, crabbers, other commercial fishermen, and other commercial users may use the county's public landings where permitted to launch and unload their boats. However, they must manage their launching and unloading operations so that whenever another citizen needs to use the landing to get into or out of the water, the other citizen will have no longer than a 15-minute wait for the commercial vehicles and boats to clear space on the landing."

Mr. Kubic, County Administrator, noted that in order to affect change, it would require an ordinance amendment as well as committee discussion. Staff is willing to work with the private sector to come up with a salient solution.

### **Presentation / Spanish Moss Trail**

Mr. David Tedder, Board Member, Friends of Spanish Moss Trail, and Mr. Rob Merchant, County Long-Range Planner, presented an overview of the Spanish Moss Trail. The Cox Foundation is offering \$600,000 toward an additional phase of the trail (Phase III) that will extend south of the current trail for two miles. That \$600,000 will pay part of the overall cost of \$1,100,000 with the condition that the local community can come together and be able to match that donation. Beaufort County has proposed funding \$275,000. City of Beaufort, Town of Port Royal, Beaufort Memorial Hospital, Keyserling Family, and other private donors are funding \$225,000.

### **County Assessor's Office Nominated for the International Association of Assessing Officers Public Information Program Award**

Mr. Gary Kubic, County Administrator, announced that the Assessor's Office has been nominated for the International Association of Assessing Officers (IAAO) Public Information Program Award. The IAAO is the professional membership organization that is considered the leading educational and research association for those in the profession. The group's mission is to promote excellence. On Tuesday, August 27, IAAO will be making a determination as to

whether or not Beaufort County will receive this award. The award includes a few factors – employee professionalism, access to the office, data gathering and data distribution, public speaking, and in introduction of the social media content twitter and other social media venues. The County’s application included reference to the Citizens’ Guide to Reassessment. The Assessor’s Office received the IAAO Distinguished Assessment Jurisdiction Award in 2010.

### **Resolution to Amend the Lowcountry Area Transportation Study (LATS) Policy Board**

It was moved by Ms. Von Harten, seconded by Mr. Baer, that Council adopt a resolution to amend the membership of the Lowcountry Area Transportation Study Policy Board to include the LRTA Board Chairman or designee as a voting member. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

### **DEPUTY COUNTY ADMINISTRATOR’S REPORT**

Council postponed this item until the July 22, 2013 meeting.

### **RESULTS OF EXECUTIVE SESSION**

#### **Sale of County-Owned Property / Bluffton Technology Park**

It was moved by Mrs. Bensch, seconded by Mr. Baer, that Council approve on first reading, by title only, an ordinance authorizing the County to sell property identified as TMP Number: R610 030 000 1649 0000 to the Bluffton Economic Development Corporation. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

The Governmental Committee will discuss this issue at its July 30, 2013 meeting.

#### **Sale of County-Owner Property / Former Lady’s Island Convenience Center**

It was moved by Mr. McBride, seconded by Mr. Baer, that Council approve on first reading, by title only, an ordinance authorizing the County to sell property identified as TMP Number: R200 018 000 0S4E 0000. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

#### **Purchase of Property / Pulaski Family, Burton**

It was moved by Mr. Dawson, seconded by Mr. Caporale, that Council authorize the purchase of a conservation easement on 34+/- acres, legally identified as R100 025 000 0349 000 and R100 025 000 0348 000, for a total price of \$206,000 of which the County will pay 50% (\$103,000) and MCAS Beaufort 50% (\$103,000). The acquisition will be made utilizing funds from the Rural and Critical Preservation Program. These properties are located in the Air Installation Compatible Use Zone (AICUZ). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr.

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

### **CONSENT AGENDA**

#### **NORTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR MARSH VIEW SUBDIVISION (R100-15-64A, 289-326 AND 347-349; 38 RESIDENTIAL LOTS AND ASSOCIATED COMMON AREAS TOTALING 27.46 ACRES; OFF DORCHESTER DRIVE AND TOMOTLEY, WHITEHALL AND MCCALLEY COURTS, IN THE GRAYS HILL AREA), TO BE REZONED FROM RURAL (R) TO RURAL-RESIDENTIAL (RR)**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 11, 2013 meeting of the Natural Resources Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve on first reading a Northern Beaufort County Zoning Map amendment for Marsh View Subdivision (R100-15-64A, 289-326 and 347-349; 38 residential lots and associated common areas totaling 27.46 acres; off Dorchester Drive and Tomotley, Whitehall and McCalley Courts, in the Grays Hill Area), to be rezoned from Rural (R) to Rural-Residential (RR). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

#### **UNIFORMS FOR BEAUFORT COUNTY SHERIFF'S OFFICE**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to Wright Johnston Uniforms, LLC, Columbia, South Carolina in the amount of \$65,000 to provide uniforms for the Beaufort County's Sheriff's Office. Funding will come from General Fund Expenditure, accounts 10001201-52050 and 10001202-52050. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

#### **PHASE III SPANISH MOSS TRAIL FUNDING**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council contribute \$275,000 to assist in funding Phase III of the Spanish Moss Trail. The funding source is from local 3% accommodations tax / tourism infrastructure. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**CONTRACT RENEWAL FOR FLEET MANAGEMENT AND MAINTENANCE OPERATIONS FOR BEAUFORT COUNTY**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a two-year contract to First Vehicle Services in the amount of \$1,396,095 for each year to provide fleet management and maintenance services for Beaufort County. Funding will come from various Department accounts (Garage Repairs, Maintenance, account 51300). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**BEAUFORT COUNTY SCRAP / WASTE TIRE SERVICE**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to SC Tire Processing, Aiken, South Carolina to provide waste tire recycling services. Funding is from SC Department of Revenue, account 2345011-51160. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**TEXT AMENDMENT TO COUNTY CODE OF ORDINANCES CHAPTER 74— BUILDING AND BUILDING REGULATIONS, SECTION 74-64 – ADOPTION OF BUILDING CODES, SUBPARAGRAPH (1) (AMENDS ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE)**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve on first reading a text amendment to the Beaufort County Code of Ordinances, Chapter 74—Building and Building Regulations, Section 74-64 – Adoption of Building Codes, Subparagraph (1) (amends ordinance to adopt the 2012 Edition of the International Residential Code). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**APPROVAL OF UPDATED COUNTY SOLID WASTE MANAGEMENT PLAN, DATED FEBRUARY 20, 2013**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 17, 2013 meeting of the Public Facilities Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve the updated Solid Waste Management Plan, dated February 20, 2013. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**A RESOLUTION RELATING TO THE DECLARATION OF INTENT BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE BY THE COUNTY OF ITS TAX-EXEMPT DEBT**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council adopt a resolution relating to the declaration of intent by the County Council to reimburse certain expenditures prior to the issuance by the County of its tax-exempt debt. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE PROVIDING HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA THE AUTHORIZATION TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,750,000 AND OTHER MATTERS RELATING THERETO**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve on first reading, by title only, an ordinance providing Hilton Head No. 1 Public Service District, South Carolina the authorization to issue general obligation bonds in an amount not to exceed \$3,750,000 and other matters relating thereto. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**MEDICAL SERVICES FOR COUNTY DETENTION CENTER**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve a \$314,665.60 purchase order to Southern Health Partners to provide medical services for Beaufort County's Detention Center. Funding will come from General Fund Account 10001250-51190, Detention Center Medical Services. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**FIBER FEES COUNTY EMERGENCY MANAGEMENT DEPARTMENT**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to Motorola Palmetto 800 in the amount of \$222,000 to provide communications, port, fiber, and support services for Beaufort County's Emergency Management Department. Funding will come from General Fund Account 10001220-51160, Communications Professional Services. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**E911 SUBSIDY FOR SALARY, BENEFITS AND OTHER SUPPORTIVE EXPENSES FOR TOWN OF HILTON HEAD ISLAND 911 PERSONNEL**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to the Town of Hilton Head Island in the amount of \$134,640 to provide E911 staff support for Beaufort County's Emergency Management Department. Funding will come from account 22010011-55000, E911 Direct Subsidy. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**ANNUAL MAINTENANCE OF PUBLIC SAFETY SOFTWARE OF COUNTY EMERGENCY MANAGEMENT DEPARTMENT**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract in the Harris Computer Systems amount of \$109,582 to provide public safety software maintenance for Beaufort County's Emergency Management Department. Funding will come from account 10001220-51110 Communications Maintenance Contracts, and account 22010011-51110 E911 Maintenance Contracts. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**SEVENTY-TWO ACTIVITY BUS FOR COUNTY PARKS AND LEISURE SERVICES DEPARTMENT**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve the purchase of a 72-seat activity bus for the Parks and Leisure Services Department from Interstate Transportation Equipment Company in the amount of \$92,541. Funding will come from FY2013 General Fund, account 10001606-54000 Vehicle Purchases. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

### **VETERINARY SERVICES FOR COUNTY ANIMAL SHELTER**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to Hilton Head Humane Association in the amount of \$65,000 to provide veterinary services for Beaufort County's Animal Shelter. Funding will come from General Fund Account 10001270-61160, Animal Shelter Professional Services, and General Fund Account 10001270-61165, Animal Shelter Spay/Neuter Services. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

### **SUBSIDY FOR SALARIES AND BENEFITS FOR THE TOWN OF HILTON HEAD ISLAND DISPATCH PERSONNEL**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council award a contract to the Town of Hilton Head Island in the amount of \$50,000 to provide a dispatch salary subsidy for Beaufort County's Emergency Management Department. Funding will come from account 10001220-55000, Communications Direct Subsidy. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

### **HANGAR LEASE RATE INCREASE AT BEAUFORT COUNTY AIRPORT/ARW (LADY'S ISLAND)**

This item comes before Council under the Consent Agenda. Discussion occurred at the June 24, 2013 meeting of the Finance Committee.

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve an increase in the hangar lease rate at the Beaufort County Airport/ARW (Lady's Island) from \$265 per month to \$296 per month (5% increase plus monthly-prorated hangar property taxes). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**AN ORDINANCE AUTHORIZING BRIDGES PREPARATORY SCHOOL TO LEASE THE CHARLES LIND BROWN COMMUNITY ACTIVITY CENTER**

It was moved by Mr. Caporale, seconded by Mrs. Bensch, that Council approve on second reading an ordinance authorizing Bridges Preparatory School to lease the Charles Lind Brown Community Activity Center. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Dawson, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Caporale, Mr. Flewelling and Mr. McBride. The motion passed.

The Chairman announced a public hearing date of Monday, July 22, 2013, beginning at 6:00 p.m. in Council Chambers of the Administration Building, Government Center, 100 Ribaut Road, Beaufort.

**FERRY TRANSPORTATION SERVICES FOR DAUFUSKIE ISLAND**

It was moved by Mr. McBride, as Community Services Committee Chairman (no second required), that Council award a contract renewal to J & W Corporation of Greenwood, South Carolina in the amount of \$281,800 to provide ferry transportation service to and from Daufuskie Island. Funding is from account 25460011-55540. The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

**PUBLIC HEARING**

**AN ORDINANCE TO AMEND THE FY 2012-2013 BEAUFORT COUNTY COUNCIL BUDGET, SECTION 4, COUNTY OPERATIONS APPROPRIATION, SECTION 11 COUNTY ADMINISTRATION OPERATIONS, PARAGRAPH M, GENERAL GOVERNMENT SUBSIDIES (TO APPROPRIATE \$150,000 TO THE PUBLIC DEFENDER BUDGET AND \$150,000 TO THE DAUFUSKIE ISLAND FERRY SERVICE BUDGET)**

The Chairman opened a public hearing beginning at 6:10 p.m. for the purpose of receiving information from the public regarding an ordinance to amend the FY 2012-2013 Beaufort County Council Budget, Section 4, County Operations Appropriation, Section 11 County Administration Operations, Paragraph M, General Government Subsidies (to appropriate \$150,000 to the Public Defender budget and \$150,000 to the Daufuskie Island Ferry Service budget). 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. Rodman, as Finance Committee Chairman (no second required), that Council approve on third and final reading an ordinance to amend the FY 2012-2013 Beaufort County Council Budget, Section 4, County Operations Appropriation, Section 11 County Administration Operations, Paragraph M, General Government Subsidies (to appropriate \$150,000 to the Public Defender budget and \$150,000 to the Daufuskie Island Ferry Service budget). The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr.

Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Baer and Mrs. Bensch. The motion passed.

### **FY 2013-2014 COUNTY BUDGET PROPOSAL**

It was moved by Mr. Rodman, as Finance Committee Chairman (no second required), that Council approve on third and final reading the FY 2013-2104 County budget proposal to include millage increases to the so-called full rollup, plus the amount allowed under the Act 388 cap, which equates to total fiscal year revenues of \$99,351,096. The vote: YEAS - Mr. Dawson, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. NAYS – Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Flewelling and Mr. Vaux. The motion passed.

### **FY 2013-2014 SCHOOL DISTRICT BUDGET PROPOSAL**

It was moved by Mr. Rodman, as Finance Committee Chairman, that Council approve on third and final reading the FY 2013-2014 School District Budget at 100.55 mills for school operations and 31.71 mills for school bond debt service (principal and interest). The vote: YEAS - Mr. Baer, Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Flewelling. The motion passed.

### **RESOLUTION ENDORSING THE AUGUST 2011 MASTER PLAN OF THE BEAUFORT COUNTY AIRPORT/ARW (LADY'S ISLAND)**

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council remove from the table a November 5, 2012 motion regarding the August 2011 Master Plan of the Beaufort County Airport/ARW (Lady's Island). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Rodman, Mr. Sommerville and Mr. Vaux. NAYS – Mr. Baer, Mr. Stewart and Ms. Von Harten. The motion passed.

It was moved by Mr. McBride, seconded by Mr. Rodman, that Council adopt a resolution endorsing the August 2011 Master Plan of the Beaufort County Airport/ARW (Lady's Island). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. McBride, Mr. Rodman, Mr. Stewart and Mr. Sommerville. NAYS – Mr. Baer, Mr. Flewelling, Mr. Vaux and Ms. Von Harten. The motion passed.

### **PUBLIC COMMENT**

There were no requests to speak during public comment.

### **RESIGNATION OF COUNCILMAN STEVEN BAER**

Council Steven Baer submitted his letter of resignation from County Council effective July 31, 2013. "Many thanks to my constituents and the public, who provided encouragement and support. Many thanks to my fellow Council, with whom I truly enjoyed working. Good luck to you all."

**ADJOURNMENT**

Council adjourned at 7:16 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

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

Ratified:

**DRAFT**



## Memorandum

DATE: July 19, 2013  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place June 24, 2013 through July 19, 2013:

June 24, 2013

- Employee orientation
- Meeting with Paul Sommerville, Chairman, County Council
- Community Services Committee meeting
- Finance Committee meeting
- County Caucus meeting
- County Council meeting

June 25, 2013

- Meeting with Rob McFee, Division-Director-Engineering and Infrastructure; Jon Rembold, of Ward Edwards; and David Sklar re: BFG project
- Introductory meeting with Tina Gentry, Executive Director of United Way; Morris Campbell, Director of Community Services; and Bryan Hill, Deputy County Administrator
- County / Town of Hilton Head meeting re: Palmetto Hall wall development plan
- Legislative Delegation meeting

June 26, 2013

- Staff Meeting re: Technology / Renovations at County libraries
- Meeting with Anne Christnovich
- Meeting with Josh Gruber, County Attorney, and Patty Kennedy, Executive Director of Beaufort County Open Land Trust re: Discussion of properties acquired under the Rural and Critical Land Preservation Program
- Tax Equalization Board meeting

County Council  
July 19, 2013  
Page 2

June 27, 2013

- No scheduled appointments

June 28, 2013

- Meeting with Brian Heffernan in Bluffton

July 1, 2013

- Employee orientation
- Meeting with Council Chairman Paul Sommerville, Deputy County Administrator Bryan Hill, and County Attorney Josh Gruber re: Bond Counsel RFP submittals and recommendations

July 2, 2013

- Meeting with Brian McCarthy, owner of Bloody Point Golf Club; Josh Gruber, County Attorney; and Morris Campbell, Director of Community Services re: Daufuskie issues
- Stoney Creek stormwater project meeting

July 3, 2013

- Meeting with Josh Gruber, County Attorney; Tony Criscitiello, Division Director of Planning and Development; Roberts Vaux, Esquire; and Glenn Stanford re: Southern Corridor Beautification Board

July 4, 2013

- Fourth of July holiday

July 5, 2013

- Personal leave

July 8 – 12 & 15 - 19, 2013

- Personal leave



## Memorandum

DATE: July 19, 2013  
TO: County Council  
FROM: Bryan Hill, Deputy County Administrator *BHill*  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place June 24, 2013 through July 19, 2013:

June 24, 2013 (Monday):

- Work on Budget Questions
- Prepare for County Council Meeting
- Community Services Committee Meeting
- Finance Committee Meeting
- County Council

June 25, 2013 (Tuesday):

- Meeting with United Way of the Low Country Representatives
- Meet with Monica Spells, Compliance Officer re: Tax Bill Insert
- Attend County/Town of HHI Meeting re: Palmetto Hall Wall Development Plan
- Attend Hilton Head Island Humane Association Meeting
- Attend Beaufort Legislation Delegation Meeting

June 26, 2013 (Wednesday):

- Attend Staff Meeting re: Technology/Renovations at County Libraries
- Meet with Scott Marshall, PALS Director re: FOIA Request
- Attend Tax Equalization Board Meeting

June 27, 2013 (Thursday):

- Work on Budget Ordinance
- Meet with Gary Kubic, County Administrator
- Meet with Phil Foot, Public Safety Director
- Meet with Mark Roseneau, Public Facilities Director
- Visit Myrtle Park Government Building to Assess Office Space

June 28, 2013 (Friday)--Bluffton:

- Work on Budget and MUNIS Adjustments

July 1, 2013 (Monday):

- Meet with Dan Morgan, Director of MIS/GIS
- Work on Budget and MUNIS Adjustments
- Attend Bond Counsel RFP Evaluation
- Attend ambulance Crew Budget Meeting
- Meet with Alicia Holland, Controller

July 2, 2013 (Tuesday):

- PLD

July 3, 2013 (Wednesday):

- PLD

July 4, 2013 (Thursday)--INDEPENDENCE DAY:

- Closed

July 5, 2013 (Friday):

- PLD

July 8, 2013 (Monday):

- Meet with Alicia Holland, Interim CFO
- Meet with Mark Roseneau, Facilities Maintenance and Alicia Holland, Interim CFO re: Courthouse Budget and Expenditures
- Meet with Monica Spells, Compliance Officer
- Meet with Suzanne Gregory, Employee Services Director
- Meet with Larry McElynn
- Meet with Morris Campbell, Community Services Director re: Library Hours
- Meet with Dan Morgan, MIS/GIS Director

July 9, 2013 (Tuesday):

- Telephone call with Suzanne Gregory, Employee Services Director
- Telephone call with Gary Kubic, County Administrator
- Telephone call with Alicia Holland, Interim CFO re: budget and finance team proposal and other budget updates

July 10, 2013 (Wednesday):

- Meet with Dan Morgan, MIS/GIS Director
- Business License Ordinance Review

July 11, 2013 (Thursday):

- Review of PALS Organizational Structure
- Execute Closing Documents for Land Purchase
- Execute Grant Documents for Crystal Lake

July 12, 2013 (Friday):

- Attention to All Pending Matters, including Personnel, Facilities and Library Budget

July 15, 2013 (Monday):

- DA Meeting
- Meet with Doug Henderson, Treasurer
- Work on Hiring Timeline
- Meet with Alicia Holland, Interim CFO

July 16, 2013 (Tuesday):

- Meet with Tony Criscitiello, Planning Director re: Graves Property
- Meet with Scott Marshall, PALS Director
- Meet with Suzanne Gregory, Employee Services Director
- Meet with Joy Nelson, PIO
- Meet with Scott Grooms, Broadcasting Director
- Meet with Monica Spells, Compliance Officer
- Meet with Joanne Romine, MIS
- Meet with Phil Foot, Public Safety Director and Todd Ferguson, Emergency Management Director

July 17, 2013 (Wednesday):

- Meet with Joy Nelson, PIO re: Press Releases and Presentations
- Meet with Monica Spells, Compliance Officer re: Demographic Sketches
- Meet with Suzanne Gregory, Employee Services Director re: Personnel
- Agenda Review
- Meet with Rob McFee, Engineering & Infrastructure Director re: Coalition Against Bigger Trucks
- Meet with Alicia Holland, Interim CFO re: Build America Bonds, Finalize Library Budget and Overall County Budget

July 18, 2013 (Thursday):

- Meet with Edra Stephens, Business License Director re: Revisions to Ordinance
- Meet with Ed Hughes, Assessor
- Meet with Defense Department's Office of Economic Adjustment Project Manager, Paul Oskvarek re: Joint Land Use Study

July 19, 2013 (Friday):

- Meet with Alicia Holland, Interim CFO and Amy Vitner of FirstSouthwest

## Committee Reports

July 22, 2013

### A. COMMITTEES REPORTING

#### 1. Community Services

- ① Minutes provided from the June 24 meeting. No action is required
- ② Library Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>
06.24.13	Anna Maria Tabernik	District 6	Appoint	6 of 11 (1 <sup>st</sup> term)

#### 2. Finance

- ① Minutes provided from the June 24 meeting. No action is required.
- ⑤ Tax Equalization Board

<i>Nominated</i>	<i>Name</i>	<i>Position/Area/Expertise</i>	<i>Reappoint/Appoint</i>	<i>Votes Required</i>	<i>Term</i>
	Sharon Busch	Council District 1	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Merritt Patterson	Council District 2	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17
06.24.13	Kenneth Joy	Council District 3	Appoint	6 of 11 (1 <sup>st</sup> term)	2/15
	Neil Lipsitz	Council District 4	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/15
	Robert Brown	Council District 5	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/15
	Wayne Corley	Council District 6	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Richard Facchiano	Council District 7	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Alan Obstler	Council District 8	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/15
06.24.013	Gloria Criscuolo	Council District 9	Appoint	6 of 11 (1 <sup>st</sup> term)	2/15
	William John	Council District 10	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/15
	Robert Coon	Council District 11	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Paul Jernigan	At-Large, North	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Robert Cummins	At-Large, North	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/17
	Bob Arundell	At-Large, South	Appointed 06.10.13	6 of 11 (1 <sup>st</sup> term)	2/15
	Scott Kleinert	At-Large, South	Appointed 05.20.13	6 of 11 (1 <sup>st</sup> term)	2/17

### B. COMMITTEE MEETINGS

#### 1. Community Services

*William McBride, Chairman*  
*Tabor Vaux, Vice Chairman*

➔ Next Meeting – Monday, August 26 at 1:00 p.m., Bluffton Branch Library

#### 2. Executive

*Paul Sommerville, Chairman*

➔ Next Meeting – Monday, August 12 at 1:00 p.m., ECR

**3. Finance**

*Stu Rodman, Chairman*

*Rick Caporale, Vice Chairman*

➔ Next Meeting – Monday, August 19 at 2:00 p.m., BIV #2

**4. Governmental**

*Jerry Stewart, Chairman*

*Laura Von Harten, Vice Chairman*

➔ Next Meeting – Tuesday, July 30 at 2:00 p.m., ECR

**5. Natural Resources**

*Brian Flewelling, Chairman*

*Cynthia Bensch, Vice Chairman*

➔ Next Meeting – Wednesday, August 7 at 3:00 p.m., ECR

**6. Public Facilities**

*Gerald Dawson, Chairman*

*Steven Baer, Vice Chairman*

➔ Next Meeting – Monday, August 19 at 4:00 p.m., BIV

**7. Transportation Advisory Group**

*Paul Sommerville, Chairman*

➔ Next Meeting – To be announced.

Client: **BCC - Bryan - County Council of Beaufort County**  
 Engagement: **Monthly County Council Report**  
 Period Ending: **6/30/2013**  
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**  
 Workpaper: **1500.15 - FY 2013 TRIAL BALANCE Summary of Object Characters**

Account	Description	ORIG APPROP 6/30/2013	FY 2013 PER 12 6/30/2013	FY 2012 PER 12 6/30/2012	FY 2011 PER 12 6/30/2011	FY 2010 PER 12 6/30/2010
40000	REVENUES	(97,150,130.00)	(95,434,787.09)	(96,705,152.90)	(96,974,088.05)	(99,089,540.92)
50000	SALARIES, WAGES, OT, HOLIDAY	43,222,154.00	42,494,164.09	41,427,988.88	41,484,318.18	42,370,799.36
50100	EMPLYR COST OF EE	7,994,572.00	7,815,803.31	7,293,493.63	7,211,666.41	7,285,607.82
50140	POOLED BENEFITS	10,459,646.00	9,900,150.46	9,294,421.12	9,595,564.95	9,645,268.55
50500	EMPLOYEE RECOGNITION AWARD	2,085.00	309,663.26	295,795.91	260,441.98	246,886.12
51000	PURCHASED SVCS	17,924,144.00	16,903,104.22	17,092,227.46	18,140,487.73	19,787,458.84
52000	SUPPLIES	5,292,345.00	5,052,538.48	5,189,538.96	4,522,363.55	5,357,507.78
54000	CAPITAL	1,266,856.00	1,754,449.26	1,116,609.63	1,791,833.32	1,974,992.09
55000	SUBSIDIES	7,739,914.00	7,583,359.61	7,687,325.04	9,638,519.05	9,928,468.65
56000	CONTINGENCY	56,285.00	0.00	0.00	0.00	0.00
57000	UNCLASSIFIED	340,000.00	300,795.31	339,035.05	470,999.00	1,198,078.28
58000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00
59000	TRANSFERS OUT	2,852,129.00	3,211,663.69	3,370,145.57	3,378,949.00	3,993,821.02
<b>Total</b>		<b>0.00</b>	<b>(109,095.40)</b>	<b>(3,598,571.65)</b>	<b>(478,944.88)</b>	<b>2,699,347.59</b>

Client: **BCC - Bryan - County Council of Beaufort County**  
 Engagement: **Monthly County Council Report**  
 Period Ending: **6/30/2013**  
 Trial Balance: **1000.05 - FY 2013 TRIAL BALANCE**  
 Workpaper: **1500.16 - FY 2013 TRIAL BALANCE Summary of Object Characters - Revenue**

Account	Description	ORIG APPROP 6/30/2013	FY 2013 PER 12 6/30/2013	FY 2012 PER 12 6/30/2012	FY 2011 PER 12 6/30/2011	FY 2010 PER 12 6/30/2010
Group : [40000]	REVENUES					
41000	Taxes	(72,323,941.00)	(71,972,703.75)	(72,841,402.65)	(73,219,927.09)	(72,781,605.97)
42000	Licenses & Permits	(2,680,000.00)	(2,755,745.10)	(2,940,209.23)	(2,324,229.42)	(2,406,781.26)
43000	Intergovernmental	(8,000,000.00)	(6,498,120.19)	(7,020,188.47)	(7,209,032.80)	(7,840,691.52)
44000	Charges for Services	(11,175,589.00)	(11,206,654.89)	(11,241,032.77)	(10,960,563.48)	(10,871,664.63)
45000	Fines & Forfeitures	(860,000.00)	(748,501.57)	(837,774.40)	(836,282.36)	(1,114,192.84)
46000	Interest	(175,100.00)	(70,345.75)	(197,644.37)	(172,209.42)	(535,064.37)
47000	Miscellaneous	(675,500.00)	(538,319.22)	(451,499.54)	(822,952.38)	(784,641.99)
48000	Other Financing Sources	(1,260,000.00)	(1,644,396.62)	(1,175,401.47)	(1,428,891.10)	(2,754,898.34)
<b>40000 Total</b>		<b><u>(97,150,130.00)</u></b>	<b><u>(95,434,787.09)</u></b>	<b><u>(96,705,152.90)</u></b>	<b><u>(96,974,088.05)</u></b>	<b><u>(99,089,540.92)</u></b>
	<b>Sum of Account Groups</b>	<b>(97,150,130.00)</b>	<b>(95,434,787.09)</b>	<b>(96,705,152.90)</b>	<b>(96,974,088.05)</b>	<b>(99,089,540.92)</b>

Budget FY 2013  
As of 7/18/2013

Description	Organization	ORG	Actual Year to Date Comparison				Adopted	Adopted	
			FY 2010	FY 2011	FY 2012	FY 2013	Budget FY 2013	Budget FY 2014	
	Taxes	41000	(72,781,606)	(73,219,927)	(72,841,403)	(71,972,704)	(72,323,941)	(75,817,001)	
	Licenses & Permits	42000	(2,406,781)	(2,324,229)	(2,940,209)	(2,755,745)	(2,680,000)	(2,293,000)	
	Intergovernmental	43000	(7,840,692)	(7,209,033)	(7,020,188)	(6,498,120)	(8,000,000)	(7,865,416)	
	Charges for Services	44000	(10,871,665)	(10,960,563)	(11,241,033)	(11,206,655)	(11,175,589)	(10,662,398)	
	Fines & Forfeitures	45000	(1,114,193)	(836,282)	(837,774)	(748,502)	(860,000)	(1,107,531)	
	Interest	46000	(535,064)	(172,209)	(197,644)	(70,346)	(175,100)	(105,000)	
	Miscellaneous	47000	(784,642)	(822,952)	(451,500)	(538,319)	(675,500)	(232,000)	
	Other Financing Sources	48000	(2,754,898)	(1,428,891)	(1,175,401)	(1,644,397)	(1,260,000)	(1,268,750)	
	General Fund Revenue		(99,089,541)	(96,974,086)	(96,705,152)	(95,434,788)	(97,150,130)	(99,351,096)	
General	Elected	COUNTY COUNCIL	1000	635,734	643,954	560,666	623,641	603,520	681,962
General	Elected	AUDITOR	1010	643,652	538,868	489,549	500,795	600,704	558,533
General	Elected	TREASURER	1020	808,954	818,943	682,737	1,104,349	677,760	967,364
General	Elected	TREASURER TAX BILLS & CC FEES	1021	1,327,648	490,214	357,875	-	340,000	-
General	Elected	CLERK OF COURT	1030	963,474	837,312	786,725	798,738	822,751	1,037,944
General	Elected	FAMILY COURT	1031	337,080	215,458	196,491	185,370	232,615	242,574
General	Elected	PROBATE COURT	1040	849,174	730,443	736,309	696,905	760,699	727,213
General	Elected	CORONER	1060	373,890	319,525	391,414	421,459	435,571	444,032
General	State	HILTON HEAD MAGISTRATE	1080	34,356	652	-	-	-	-
General	State	BEAUFORT MAGISTRATE	1081	685,920	660,643	772,450	684,593	742,215	757,189
General	State	BLUFFTON MAGISTRATE	1082	529,107	359,162	397,542	344,464	372,615	415,508
General	State	SHELDON MAGISTRATE	1083	64,207	64,972	69,248	70,900	71,640	73,782
General	State	ST HELENA MAGISTRATE	1084	82,777	82,908	46,276	46,592	104,923	96,100
General	State	MAGISTRATE BOND COURT	1085	84,396	80,201	94,870	97,597	97,515	106,375
General	State	MAGISTRATE AT-LARGE	1086	79,900	102,039	133,706	195,507	140,092	196,760
General	State	MASTER IN EQUITY	1090	309,433	284,317	285,433	287,788	297,848	357,911
General	Elected/Sta	GENERAL GOVT ELECTED BENEFITS POOL	1099	-	-	-	-	-	753,736
General	Allocation	GEN GOVT DIRECT SUBSIDIES	1198	1,631,125	1,364,350	1,020,824	1,259,863	1,234,129	1,496,629
General	Admin	COUNTY ADMINISTRATOR	1100	919,541	591,064	519,420	589,263	509,119	551,121
General	Admin	PUBLIC INFORMATION OFFICER	1101	386,010	96,852	70,860	142,300	148,529	152,919
General	Admin	BROADCAST SERVICES	1102	-	177,022	248,745	239,875	223,431	254,677
General	Admin	COUNTY ATTORNEY	1103	556,119	551,291	507,441	222,293	400,063	319,714
General	Admin	VOTER REGISTRATION/ELECTIONS	1143	694,812	563,717	608,140	806,697	634,703	732,808
General	Admin	ELECTION WORKERS	1144	(1,050)	211	1,060	1,314	-	-
General	Admin	ASSESSOR	1120	2,429,315	1,834,302	1,706,698	1,774,556	2,069,589	2,153,656
General	Admin	REGISTER OF DEEDS	1122	548,074	442,376	446,291	471,881	475,359	482,153

Budget FY 2013  
As of 7/18/2013

**Actual Year to Date Comparison**  
For the Period Ending June 30th

Adopted  
Budget  
FY 2013

Adopted  
Budget  
FY 2014

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	Adopted Budget FY 2013	Adopted Budget FY 2014	
General	Admin	RISK MANAGEMENT	1115	135,647	92,245	92,579	96,855	103,691	101,689
General	State	LEGISLATIVE DELEGATION	1070	83,625	66,791	69,099	73,264	69,304	72,415
General	Admin	ZONING & DEVELOPMENT ADM	1130	240,290	193,207	180,455	162,524	161,054	171,934
General	Admin	PLANNING	1131	852,797	704,085	703,282	624,598	698,539	551,640
General	Admin	COMPREHENSIVE PLAN	1132	60,253	398,141	138,829	-	7,100	27,270
General	Admin	AUTOMATED MAPPING/GIS	1152	595,825	446,302	383,503	415,965	420,926	441,043
General	Admin	DIRECTOR OF COMMUNITY SERVICES	1140	208,001	122,808	121,216	119,933	146,040	143,025
General	Admin	EMPLOYEE SERVICES	1160	936,766	909,982	965,024	993,861	676,856	994,544
General	Admin	RECORDS MANAGEMENT	1154	199,101	146,795	216,186	282,935	401,975	349,872
General	Admin	FINANCE DEPARTMENT	1111	546,441	529,372	592,945	587,837	600,202	648,510
General	Admin	PURCHASING	1116	248,317	228,451	208,750	158,205	234,987	217,754
General	Admin	BUSINESS LICENSES	1134	474,360	153,371	50,585	45,399	67,127	48,161
General	Admin	MANAGEMENT INFORMATION SYSTEMS	1150	2,504,079	1,891,678	2,095,430	2,145,468	2,229,809	2,495,535
General	Admin	DIRECTOR OF PUBLIC SERVICES	1300	256,898	207,698	209,379	214,512	205,747	219,074
General	Fringe	GENERAL GOVT BENEFITS POOL	1199	-	2,101,252	2,064,354	2,402,527	2,486,724	962,073
Public Safety	Elected	SHERIFF	1201	6,935,326	7,111,849	6,399,786	6,797,023	6,536,306	7,579,076
Public Safety	Elected	SHERIFF	1202	12,051,225	12,193,300	10,789,681	10,747,280	11,018,434	11,537,858
Public Safety	Elected	SHERIFF	1203	-	-	576,583	601,636	641,414	686,110
Public Safety	Elected	SHERIFF	1205	1,420,920	1,315,482	1,146,556	1,086,612	1,161,829	1,200,984
Public Safety	Elected	PUB SAFETY ELECTED POOLED BENEFITS	1209	-	-	-	-	-	2,194,754
Public Safety	Admin	EMERGENCY MANAGEMENT	1210	665,401	480,067	385,167	422,451	419,151	463,159
Public Safety	Admin	EMERGENCY MANAGEMENT	1212	5,393	152,585	79,206	17,273	16,558	17,377
Public Safety	Admin	EMERGENCY MANAGEMENT - Comm	1220	4,252,117	4,212,527	5,070,893	5,421,460	5,450,504	5,692,452
Public Safety	Admin	EMERGENCY MANAGEMENT - DATA	1240	1,076,177	819,645	537,506	442,368	523,912	512,768
Public Safety	Admin	EMERGENCY MEDICAL SERVICE	1230	5,959,606	5,078,989	5,224,311	5,443,137	4,728,752	4,972,901
Public Safety	Admin	DETENTION CENTER	1250	6,409,241	5,557,117	5,113,860	5,245,926	5,473,854	5,527,543
Public Safety	Admin	TRAFFIC - Signal Management	1241	303,325	277,246	291,740	451,382	438,601	430,757
Public Safety	Admin	TRAFFIC - Signal Management	1242	128,249	104,007	115,097	106,024	126,900	129,750
Public Safety	Admin	BUILDING CODES	1260	1,311,688	948,365	700,297	568,777	638,407	591,095
Public Safety	Admin	BUILDING CODES ENFORCEMENT	1261	-	-	183,185	236,095	218,468	244,002
Public Safety	Fringe	PUBLIC SAFETY BENEFITS POOL	1299	-	2,447,228	4,858,807	4,926,734	5,239,864	2,494,623
Public Works	Admin	FACILITIES MANAGEMENT	1310	2,443,107	2,112,228	1,767,469	1,893,470	1,872,952	1,944,103
Public Works	Admin	BUILDINGS MAINTENANCE	1311	1,034,490	1,070,415	994,336	974,323	1,099,344	1,107,433
Public Works	Admin	GROUNDS MAINTENANCE - NORTH	1312	1,328,895	1,061,146	1,250,688	1,847,499	2,103,038	1,914,353
Public Works	Admin	GROUNDS MAINTENANCE - SOUTH	1313	1,111,226	876,985	567,967	-	-	-
Public Works	Admin	PUBLIC WORKS GEN SUPPORT	1301	990,810	701,598	691,891	684,167	669,996	625,608
Public Works	Admin	ROADS/DRAINAGE - NORTH	1320	1,048,771	873,630	816,164	898,279	814,177	901,384
Public Works	Admin	ROADS/DRAINAGE - SOUTH	1321	706,686	602,956	455,958	443,085	465,388	435,329
Public Works	Admin	PUBLIC WORKS ADMINISTRATION	1302	371,265	279,819	273,040	270,413	294,241	237,329
Public Works	Admin	ENGINEERING	1330	450,071	304,747	279,599	343,035	501,977	348,014

Budget FY 2013  
As of 7/18/2013

Budget FY 2013 As of 7/18/2013				Actual Year to Date Comparison For the Period Ending June 30th				Adopted Budget	Adopted Budget
Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2014	
Public Works	Admin	SWR ADMINISTRATION	1340	5,011,077	4,361,167	4,187,121	4,238,611	4,338,807	4,852,684
Public Works	Admin	SWR HILTON HEAD	1343	104,191	108,391	101,345	101,108	100,594	104,112
Public Works	Admin	SWR BLUFFTON	1344	156,074	143,157	148,521	154,608	165,731	170,307
Public Works	Admin	SWR BURTON	1345	156,532	165,616	139,583	127,814	148,518	122,114
Public Works	Admin	SWR DAUFUSKIE	1346	33,298	203	-	-	7,200	7,200
Public Works	Admin	SWR ST HELENA	1347	143,143	137,139	153,245	163,928	183,078	176,420
Public Works	Admin	SWR SHELDON	1348	107,353	109,882	100,525	116,390	107,588	124,214
Public Works	Fringe	PUBLIC WORKS BENEFITS POOL	1399	-	1,382,469	1,273,210	1,419,969	1,511,164	1,217,584
Public Health	Admin	ANIMAL SHELTER & CONTROL	1270	899,340	758,613	799,894	931,850	834,369	561,967
Public Health	Admin	MOSQUITO CONTROL	1400	1,714,086	1,087,606	1,159,244	1,304,549	1,369,461	1,370,377
Public Health	Allocation	PUBLIC HEALTH DIRECT SUBSIDIES	1498	2,630,740	2,582,740	1,914,059	1,610,534	1,741,785	1,697,947
Public Health	Fringe	PUBLIC HEALTH BENEFITS POOL	1499	-	301,388	287,182	380,072	412,938	153,054
Public Welfare	Admin	VETERANS AFFAIRS	1500	194,205	139,703	141,580	143,894	181,207	191,950
Public Welfare	State	DEPT OF SOCIAL SERVICES	1510	196,105	197,450	180,973	170,387	170,700	147,349
Public Welfare	Allocation	PUBLIC WELFARE DIRECT SUBSIDIES	1598	481,320	498,330	438,443	372,613	435,000	598,000
Public Welfare	Fringe	PUBLIC WELFARE BENEFITS POOL	1599	-	37,170	28,045	30,845	32,514	30,644
Cultural	Admin	PALS CENTRAL ADMINISTRATION	1600	407,865	361,055	257,975	307,452	362,550	300,185
Cultural	Admin	PALS SUMMER PROGRAM	1601	143,279	158,241	137,961	202,354	114,500	107,500
Cultural	Admin	PALS AQUATICS PROGRAM	1602	1,177,361	1,041,870	969,921	1,077,592	1,147,382	1,089,007
Cultural	Admin	PALS HILTON HEAD PROGRAMS	1603	80,000	79,980	80,000	80,000	80,000	80,000
Cultural	Admin	PALS BLUFFTON PROGRAMS	1604	900,237	792,306	117,843	119,294	122,000	146,010
Cultural	Admin	PALS ATHLETIC PROGRAMS	1605	523,068	396,397	758,098	689,314	912,649	1,024,870
Cultural	Admin	PALS RECREATION CENTERS	1606	854,749	611,778	589,300	670,104	548,272	515,025
Cultural	Admin	LIBRARY ADMINISTRATION	1620	870,732	639,241	625,724	702,252	626,166	709,546
Cultural	Admin	LIBRARY BEAUFORT BRANCH	1621	651,413	509,425	498,859	455,075	533,606	489,825
Cultural	Admin	LIBRARY BLUFFTON BRANCH	1622	771,287	557,855	436,004	473,159	531,912	570,194
Cultural	Admin	LIBRARY HILTON HEAD BRANCH	1623	707,536	613,103	524,926	499,523	574,105	492,569
Cultural	Admin	LIBRARY LOBECO BRANCH	1624	203,066	111,668	124,457	123,696	133,782	139,474
Cultural	Admin	LIBRARY ST HELENA BRANCH	1625	91,332	92,538	91,799	382,740	552,327	571,647
Cultural	Admin	LIBRARY TECHNICAL SERVICES	1626	888,005	395,537	481,746	466,724	482,525	437,128
Cultural	Admin	LIBRARY SC ROOM	1627	111,974	95,890	95,569	98,501	99,591	101,636
Cultural	Fringe	CULTURAL & RECRE BENEFITS POOL	1699	-	897,015	782,824	740,003	776,442	707,502
General Fund Expenditures				93,078,767	88,399,895	85,736,439	88,114,027	90,298,001	91,802,002

Budget FY 2013  
As of 7/18/2013

**Actual Year to Date Comparison**  
For the Period Ending June 30th

Adopted  
Budget  
FY 2013

Adopted  
Budget  
FY 2014

Description	Organization	ORG	FY 2010	FY 2011	FY 2012	FY 2013	FY 2013	FY 2014	
Transfers	Allocation	GENERAL FUND XFERS OUT	1999						
		Miscellaneous Grant	59200	11,301	-	-	-	-	
		Daufuskie Ferry	59202	75,000	100,000	100,000	250,000	150,000	
		Public Safety Grants	59206	-	61,180	80,874	7,788	-	
		EMS Grants	59207	6,352	1,315	6,000	-	-	
		Real Property	59209	-	-	333,859	-	-	
		Energy Grant	59225	-	-	-	444	-	
		Tire Recycling	59226	8,808	14,516	-	-	-	
		Dale Water Line	59229	-	31,524	3,805	-	-	
		PALS Programs Fund	59231	15,452	2,999	-	-	-	
		DSN Programs Fund	59241	1,438,099	1,620,612	1,387,515	1,700,000	2,000,000	
		A&D Programs Fund	59261	251,615	364,563	299,687	350,000	400,000	
		DNA Laboratory	59270	318,417	332,494	-	-	-	
		Victims Assistance	59271	303,364	93,834	107,635	119,290	119,516	
		School Resource Officer	59273	115,033	145,855	133,451	142,839	129,322	
		Sheriff Grant	59274	6,311	18,528	4,806	-	256	
		DNA Grant Fund	59280	-	-	22,097	-	-	
		COSY Program	59281	103,000	130,000	160,000	140,000	150,000	
		Debt Service Fund	59300	-	-	400,000	-	-	
		LI Airport	59570	100,000	-	-	-	-	
		HHI Airport	59580	150,000	12,500	-	-	-	
		Treasurer's Execution Fund	59603	-	-	-	41,302	-	
		Clerk of Court	59619	417,705	-	-	-	-	
		Public Defender	59651	653,363	419,028	300,000	450,000	600,000	
		Sheriff's Trust	59663	20,000	30,000	30,000	10,000	-	
		<b>Total General Fund Transfers Out</b>		<b>3,993,820</b>	<b>3,378,948</b>	<b>3,369,729</b>	<b>3,211,663</b>	<b>2,852,129</b>	<b>3,549,094</b>
Education	Education	Education Allocation	1698	4,716,300	4,716,300	4,000,000	4,000,000	4,000,000	
		General Fund Expenditures (including Transfers and Education Allocation)		101,788,887	96,495,143	93,106,168	95,325,690	97,150,130	99,351,096
		Net (Surplus)/Deficit		2,699,346	(478,943)	(3,598,984)	(109,098)	-	-

## Eisenman, Alan

---

**From:** Henderson, Doug  
**Sent:** Tuesday, June 25, 2013 2:49 PM  
**To:** Eisenman, Alan; Walls, Maria  
**Subject:** RE: Budget Transfers

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I approve the transfer Alan.

*Douglas E. Henderson*  
*Beaufort County Treasurer*  
*843-255-2591*  
*Fax-843-255-9444*

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**From:** Eisenman, Alan  
**Sent:** Tuesday, June 25, 2013 2:25 PM  
**To:** Walls, Maria  
**Cc:** Henderson, Doug  
**Subject:** RE: Budget Transfers

Hey Maria,

Since it's between the two funds (General Fund and Treasurer's Execution Fee Fund) I would first need to record a journal entry transfer between these two funds. If Mr. Henderson would like to transfer the \$53,000 from Execution to General, then I would record the following journal entry.

Debit- 20110011-59100 \$53k Transfer to General Fund  
Credit- 10000001-49603 Transfer from Treasurer Exe Fee Fund

Then I could make the following budget transfer.

Debit- 10001020-51010 \$4k Printing  
Debit- 10001020-51030 \$49k Postage  
Credit- 10000001-49603 \$53 Transfer from Treasurer Exe Fee Fund

I can post these entries if you'll like. Mr. Henderson has transferred \$250k to the General Fund from the Execution Fee fund in FY 13.

Let me know if you have any questions.

Thanks,  
Alan

**Alan R. Eisenman, CPA**  
Financial Supervisor  
Beaufort County Finance Department  
P.O. Drawer 1228  
Beaufort, SC 29901-1228  
[aeisenman@bcgov.net](mailto:aeisenman@bcgov.net)  
(843) 255-2295 office  
(843) 255-9422 fax



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**From:** Walls, Maria  
**Sent:** Tuesday, June 25, 2013 11:29 AM  
**To:** Eisenman, Alan  
**Cc:** Henderson, Doug  
**Subject:** Budget Transfers

Hi Alan,

I have been reviewing our FY 2013 budget versus actual and have the following budget transfer requests.  
Please transfer:

\$4,000 from 20110011-51010 to 10001020-51010  
\$49,000 from 20110011-21030 to 10001020-51030

Let me know if you have any questions or need additional information.

Sincerely,

**Maria Walls, C.P.A.**  
CFO Deputy Treasurer  
Beaufort County Treasurer's Office  
Telephone: (843) 255-2586  
Fax: (843) 255-9444  
Email: [mwalls@bcgov.net](mailto:mwalls@bcgov.net)



2013 /

NORTHERN BEAUFORT COUNTY ZONING MAP AMENDMENT FOR MARSH VIEW SUBDIVISION (R100-15-64A, 289-326 AND 347-349; 38 RESIDENTIAL LOTS AND ASSOCIATED COMMON AREAS TOTALING 27.46 ACRES; OFF DORCHESTER DRIVE AND TOMOTLEY, WHITEHALL AND MCCALLEY COURTS, IN THE GRAYS HILL AREA), TO BE REZONED FROM RURAL (R) TO RURAL-RESIDENTIAL (RR).

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

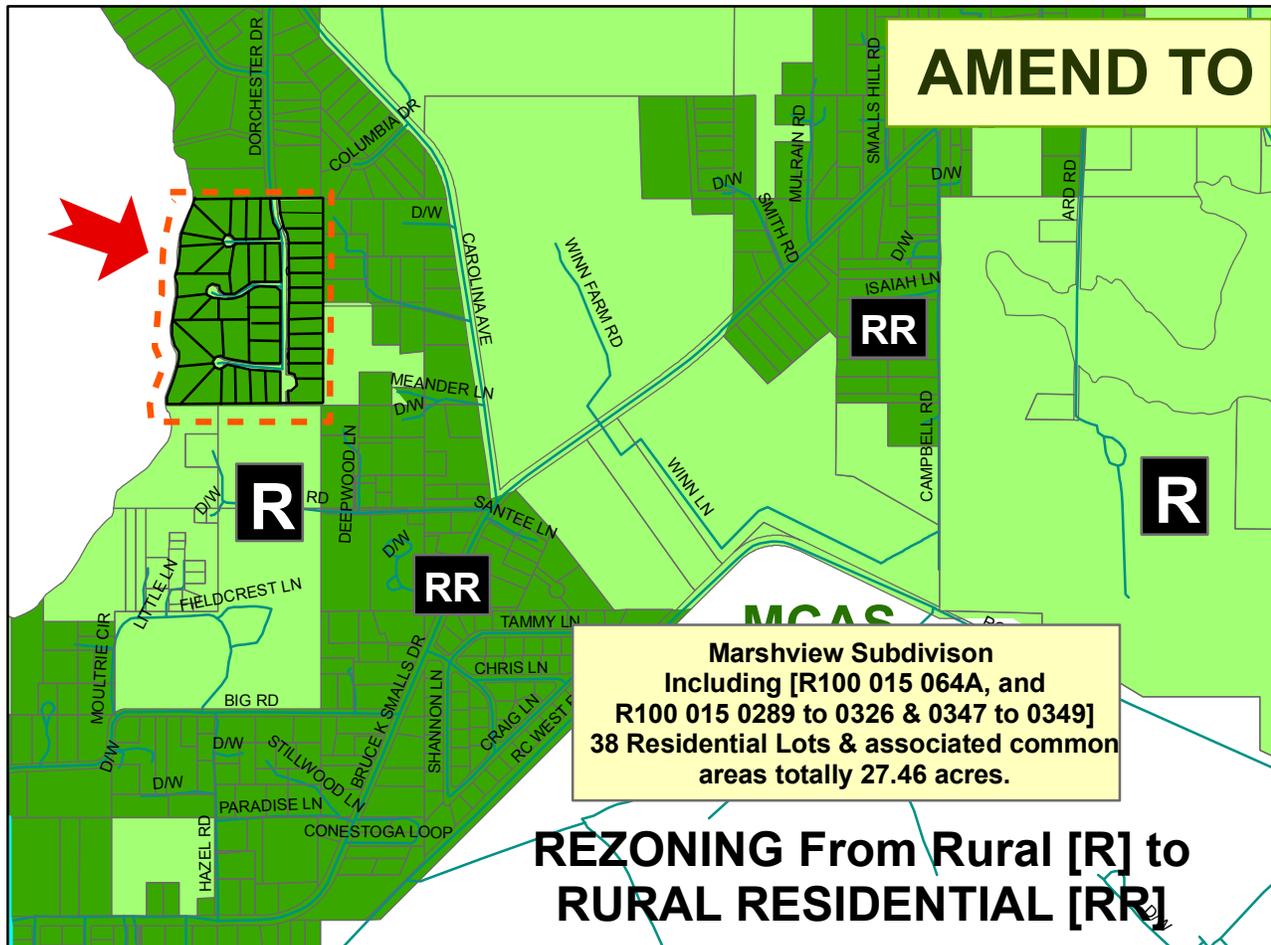
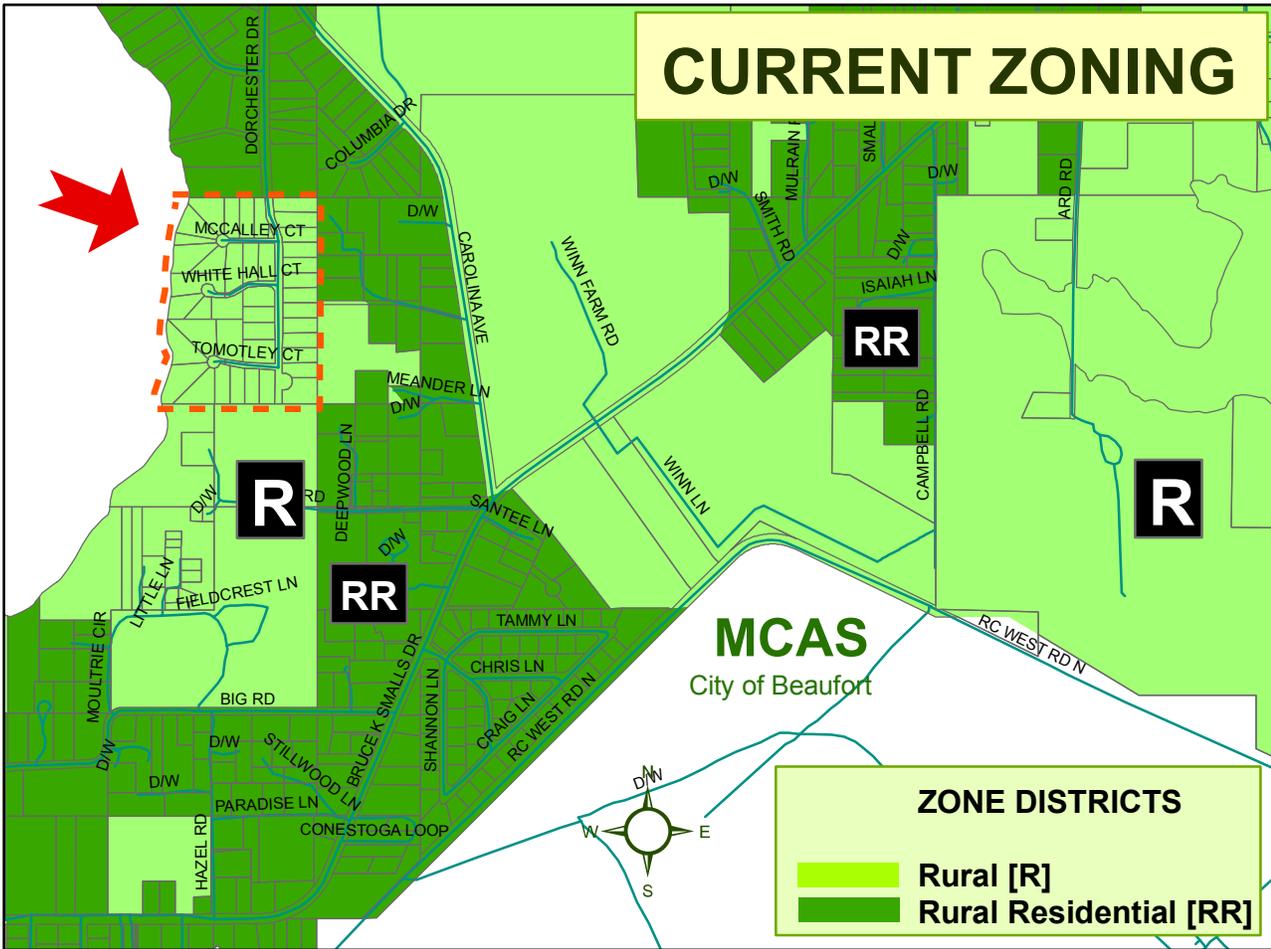
\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading: June 24, 2013

Second Reading:

Public Hearing:

Third and Final Reading:



2013 /

TEXT AMENDMENT TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74—BUILDING AND BUILDING REGULATIONS, SECTION 74-64 – ADOPTION OF BUILDING CODES, SUBPARAGRAPH (1) (AMENDS ORDINANCE TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE).

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

Adopted this \_\_\_\_\_ day of August, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

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

First Reading: June 24, 2013  
Second Reading:  
Public Hearing:  
Third and Final Reading:

**Sec. 74-64. Adoption of building codes.**

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

- (1) International Building Code, ~~2006~~ 2012 Edition including Chapter 1.

**AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO SELL REAL  
PROPERTY IDENTIFIED AS TMP: R200 018 000 054E 0000**

**WHEREAS**, Beaufort County is the owner of real property located at 4 Airport Circle, Beaufort, South Carolina and identified as TMP: R200 018 000 054E 0000; and

**WHEREAS**, the property owned by Beaufort County had at one time been used as the site of a solid waste convenience center; and

**WHEREAS**, Beaufort County discontinued its use of the property as a solid waste convenience center thereby leaving the property vacant and unoccupied; and

**WHEREAS**, Beaufort County solicited requests for proposals through RFP#13100011000628 for both a purchase price and subsequent use of the property; and

**WHEREAS**, Beaufort County Council has determined that it is in the best interests of its citizens to sell the above described property upon such terms and conditions as may be most favorable to the County.

**NOW, THEREFORE**, Be it Ordained by Beaufort County Council that the County Administrator is hereby authorized to execute and sell the property identified as TMP: R200 018 000 054E 0000 upon such terms and conditions as he believes reasonably prudent and in the best interests of the citizens of Beaufort County.

**DONE** this \_\_\_\_ day of July, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

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

First Reading, By Title Only: June 24, 2013

Second Reading:

Public Hearing:

Third and Final Reading:

## A RESOLUTION

**CALLING FOR A PUBLIC HEARING TO BE HELD UPON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$3,750,000 OF GENERAL OBLIGATION BONDS OF THE HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA; PROVIDING FOR THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.**

**BE IT RESOLVED**, by the County Council of Beaufort County (the “*County Council*”), the governing body of Beaufort County, South Carolina (the “*County*”):

**WHEREAS**, the County Council is empowered by Act No. 1189 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1974 (now codified at S.C. Code Ann. §§ 6-11-810 *et seq.* (1976, as amended)) (hereinafter referred to as the “*Enabling Act*”), to authorize the governing body of any special purpose district created prior to March 7, 1973 and located in whole or in part within the County to issue general obligation bonds of such special purpose district in order to provide funds to be used in the furtherance of any power or function committed to such special purpose district and in effect on March 7, 1973; and

**WHEREAS**, the Hilton Head No. 1 Public Service District, South Carolina (hereinafter called the “*District*”) is a special purpose district located within the County created prior to March 7, 1973, having been created by Act No. 596 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1969, as amended, and is authorized, *inter alia*, to acquire and operate such facilities as shall be required for the provision of waterworks, sewer, fire control and medical services within the District and to do all things necessary or convenient to carry out such authority; and

**WHEREAS**, the County Council, upon its own finding after a request from the Hilton Head No. 1 Public Service District Commission (the “*Commission*”), the governing body of the District, seeks to authorize the issuance of not exceeding \$3,750,000 of general obligation bonds of the District (the “*Bonds*”) in order to provide for (i) the expansion of the treatment capacity at the District’s reverse osmosis water treatment plant, (ii) the upgrading of the existing middle Floridan aquifer wells, (iii) the construction of a new water booster station, (iv) the relocation of the District’s 24-inch water transmission main from the mainland to Hilton Head Island, and (v) other necessary appurtenances to the projects listed above (collectively, the “*Improvements*”). The Commission estimates that the cost of the designing, engineering, constructing, furnishing and equipping of the Improvements and the cost of issuance of the Bonds will be an amount not exceeding \$3,750,000; and

**WHEREAS**, the County Council is now minded to proceed in accordance with the provisions of the Enabling Act with respect to the issuance of the Bonds.

**NOW THEREFORE, BE IT RESOLVED**, by the County Council in a meeting duly assembled:

**SECTION 1.** The County Council finds that it may be in the interest of the District to raise moneys for the purpose of providing for the Improvements, and in that connection hereby orders a public hearing to be held upon the question of the issuance of the Bonds.

**SECTION 2.** A public hearing shall be held on the question of the issuance of the Bonds in the Beaufort County Council Chambers located at the County's Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina 29902, at 6:00 p.m. on August 12, 2013, and the notice of such hearing attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in *The Beaufort Gazette*, which is a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

**SECTION 3.** The aforesaid public hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed issuance of the Bonds shall be given a full opportunity to be heard in person or by counsel.

**SECTION 4.** Following the public hearing, the County Council shall determine whether and to what extent the Bonds should be issued.

**SECTION 5.** The Chairman of the County Council is hereby authorized and empowered to take all necessary action to provide for the holding of the public hearing in accordance with the provisions of the Enabling Act.

DONE AT BEAUFORT, SOUTH CAROLINA, this \_\_\_\_\_ day of July, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

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

**NOTICE OF PUBLIC HEARING ON THE PROPOSED ISSUANCE OF NOT EXCEEDING \$3,750,000 OF GENERAL OBLIGATION BONDS OF HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA**

The County Council of Beaufort County (hereinafter called the “*County Council*”), which is the governing body of Beaufort County, South Carolina (the “*County*”), has determined that it may be in the interest of the Hilton Head No. 1 Public Service District, South Carolina (hereinafter called the “*District*”) to raise moneys through the issuance of not exceeding \$3,750,000 of general obligation bonds of the District (the “*Bonds*”) in order to provide for (i) the expansion of the treatment capacity at the District’s reverse osmosis water treatment plant, (ii) the upgrading of the existing middle Floridan aquifer wells, (iii) the construction of a new water booster station, (iv) the relocation of the District’s 24-inch water transmission main from the mainland to Hilton Head Island, and (v) other necessary appurtenances to the projects listed above (collectively, the “*Improvements*”). The District estimates that the cost of the designing, engineering, constructing, furnishing and equipping of the Improvements and the cost of issuance of the Bonds will be an amount not exceeding \$3,750,000. Therefore, the County Council has ordered a public hearing to be held upon the question of the issuance of the Bonds in accordance with the provisions of Act No. 1189 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1974, as amended (now codified at S.C. Code Ann. §§ 6-11-810 *et seq.* (1976, as amended)) (hereinafter referred to as the “*Enabling Act*”).

Accordingly, notice is hereby given that a public hearing will be held at the County’s Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina 29902, at 6:00 p.m. on August 12, 2013, on the question of the issuance of the Bonds, the proceeds of which will be expended to defray the cost of the Improvements as described above and issuance costs thereof.

For the payment of principal and interest of the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied on all taxable property in the District ad valorem property taxes sufficient in amount to pay principal and interest on the Bonds as the same fall due.

The aforesaid hearing shall be conducted publicly and both proponents and opponents of the proposed action shall be given full opportunity to be heard in person or by counsel. Following the hearing, the County Council shall, by ordinance, make a finding as to whether and to what extent the Bonds should be issued and may thereupon authorize the governing body of the District to issue the Bonds to the extent it shall be found necessary.

BEAUFORT COUNTY COUNCIL



## AN ORDINANCE

### PROVIDING HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT, SOUTH CAROLINA THE AUTHORIZATION TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,750,000 AND OTHER MATTERS RELATING THERETO.

**WHEREAS**, by action previously taken, the County Council of Beaufort County, South Carolina which is the governing body of Beaufort County, South Carolina (hereinafter called the "**County Council**"), ordered that a public hearing on the question of the issuance of not exceeding \$3,750,000 general obligation bonds (the "**Bonds**") of the Hilton Head No. 1 Public Service District, South Carolina (the "**District**") be held at the County's Administration Building, Government Center, 100 Ribaut Road, Beaufort, South Carolina 29902, at 6:00 p.m. on August 12, 2013, and notice of such hearing has been duly published once a week for three successive weeks in The Beaufort Gazette, a newspaper of general circulation in Beaufort County; and

**WHEREAS**, the public hearing was held at the above time, date and place. Said public hearing was conducted publicly and both proponents and opponents of the proposed action were given full opportunity to be heard; and

**WHEREAS**, it is now in order for the County Council to proceed, after due deliberation, in accordance with the provisions of Act No. 1189 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1974 (now codified at S.C. Code Ann. §§ 6-11-810 *et seq.* (1976, as amended)) (hereinafter referred to herein as the "**Enabling Act**") to make a finding as to whether or not the Bonds should be issued; and

**NOW THEREFORE, BE IT ORDAINED**, by the County Council in a meeting duly assembled:

**Section 1.** It is found and determined that each statement of fact set forth in the preamble of this ordinance (this "**Ordinance**") is in all respects true and correct.

**Section 2.** On the basis of the facts adduced at the public hearing held on August 12, 2013, it is found and determined that the Hilton Head No. 1 Public Service District Commission (the "**Commission**"), the governing body of the District, should be authorized to issue the Bonds.

**Section 3.** The County Council finds that the Commission should issue the Bonds in the amount of not exceeding \$3,750,000 as a single issue or from time to time as several separate issues, as the District, in its sole discretion, shall determine.

**Section 4.** The County Council hereby authorizes the Commission to issue the Bonds in the aggregate principal amount of not exceeding \$3,750,000 for the purpose of defraying the costs to provide for (i) the expansion of the treatment capacity at the District's reverse osmosis water treatment plant, (ii) the upgrading of the existing middle Floridan aquifer wells, (iii) the construction of a new water booster station, (iv) the relocation of the District's

24-inch water transmission main from the mainland to Hilton Head Island, and (v) other necessary appurtenances to the projects listed above (collectively, the "*Project*"). The Commission estimates that the cost of the designing, engineering, constructing, furnishing and equipping of the Project, together with the cost of issuance of the Bonds will be an amount not exceeding \$3,750,000. For the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the District shall be irrevocably pledged, and there shall be levied annually a tax, without limit, on all taxable property within the District in an amount sufficient to pay such principal of and interest on the Bonds as they respectively mature, and to create such sinking fund.

**Section 5.** The Chairman and other officers of the County Council are herewith authorized and empowered to take such further action as may be necessary to fully implement the action taken by this Ordinance.

**Section 6.** A certified copy of this Ordinance shall forthwith be transmitted to the Commission to advise it of the action taken by the County Council, whereby the Commission has been authorized to issue, pursuant to the provisions of the Enabling Act, the Bonds in the aggregate principal amount of not exceeding \$3,750,000.

DONE AT BEAUFORT, SOUTH CAROLINA, this 12th day of August, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

(SEAL)

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

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

First Reading: June 24, 2013  
Second Reading:  
Public Hearing:  
Third Reading:



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rdimont@bcgov.net](mailto:rdimont@bcgov.net) 843.255.2352 FAX: 843.255.9437

TO: Councilman Paul Sommerville, Chairman, County Council

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

SUBJ: **Request to Renew the Motorola Public Safety Communications Maintenance Service Agreement Contract with Motorola for Beaufort County's Emergency Management Department**

DATE: July 17, 2013

**BACKGROUND:** The Purchasing Department received a request from the Emergency Management Director to renew the annual contract for communications equipment with Motorola and Motorola's authorized service vendor, Savannah Communications. The annual service contract is needed in order to provide maintenance services in support of communication equipment used for dispatching emergency services to citizens of Beaufort County. Support is provided twenty four hours a day, seven days a week for three hundred sixty-five days per year. The contract term will cover the current fiscal year and expire on June 30, 2014.

**VENDOR INFORMATION:**

Motorola, Schaumburg, IL

**COST**

\$1,497,600

**FUNDING:** Account 10001220-51110 Communications, Maintenance Contracts.

**PRIOR YEAR COST:** \$1,426,234

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Motorola to provide communication equipment services for the Emergency Management Department in the amount of \$1,497,600. The contract term will cover the current fiscal year and expire on June 30, 2014.

CC: Gary Kubic, County Administrator *AK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Phil Foot, Public Safety Director *PF*  
Todd Ferguson, Emergency Management Director *TF*  
Richard Dimont, Contract Specialist *RD.*

Att: Pricing Information



## SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001016399  
 Contract Modifier: RN04-MAR-13 10:34:08

Date: 06/11/2013

Company Name: Beaufort County Council Attn: Billing Address: Po Drawer 1228 City, State, Zip: Beaufort, SC, 29901 Customer Contact: Todd Ferguson Phone: (803)525-7353
---

Required P.O.: Yes  
 Customer #: 1000076738  
 Bill to Tag #: 0001  
 Contract Start Date: 07/01/2013  
 Contract End Date: 06/30/2014  
 Anniversary Day: Jun 30th  
 Payment Cycle: MONTHLY  
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Tech Support Dispatch Network Monitoring On Site Response NICE Infrastructure Repair with Advanced Replacement - P25 System Microwave - Infrastructure Repair Infrastructure Repair-PAGING UHF Repeater Subscribers PTP Microwave Link 7 DVRS 25-QUANTARS - Infrastructure Repair Motobridge - Infrastructure Repair SUA (with 1000 flashes) Generator Maintenance Air Conditioner Maintenance Asset Management AeroFlex Calibration and Maintenance		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$124,800.03	\$1,497,600.36
Taxes: \$ 36,403.34		Taxes		
		Grand Total	\$124,800.03	\$1,497,600.36
<small>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.</small>				



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353  
Richard Dimont, Contract Specialist  
rdimont@bcgov.net 843.255.2352 FAX: 843.255.9437

**TO:** Councilman Paul Sommerville, Chairman, County Council  
**FROM:** Dave Thomas, CPPO, Purchasing Director *det*  
**SUBJ:** Request to Renew the Annual Food Service Contract with ABL Management for the Beaufort County Detention Center  
**DATE:** July 17, 2013

**BACKGROUND:** The Purchasing Department received a request from the Public Safety Director to renew the annual contract with ABL Management for food services in support of the Detention Center. There are no changes to the scope of services with the exception of a request by ABL Management for a price increase as provided in the current contract terms. The Consumer Price Index for food away from home is 2.3 percent. However, ABL Management is only requesting 1.3 percent. See the attached letter for pricing information. The contractor will provide all labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff. The contractor will provide meals and food services three times per day, seven days per week. The contractor shall manage a civilian and inmate kitchen staff which shall prepare pre-plated meals for service on thermal insulated trays. The contract term will cover the current fiscal year and expire on June 30, 2014, with one more annual renewal subject to County Council approval.

**VENDOR INFORMATION:**

ABL Management, Inc., Baton Rouge, LA

**COST**

\$300,000

Note: This is an estimated total cost. The total cost incurred will depend on the number of meals provided during FY 2014.

**FUNDING:** Account 10001250-51200 Detention Center - Meals/Contracted Services

**PRIOR YEAR COST:** \$317,900

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with ABL Management, Inc., to provide food services for the Detention Center in the amount of \$300,000. The contract term will cover the current fiscal year and expire on June 30, 2014.

**CC:** Gary Kubic, County Administrator *GK for*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Phil Foot, Public Safety Director *F.P.F. + BG*  
Richard Dimont, Contract Specialist *RD*

Att: Pricing Information



July 9, 2013

Commander Philip Foot  
Beaufort County Detention Center  
100 Ribaut Road  
Beaufort, South Carolina 29902

Dear Commander Foot:

Per your conversation with Mr. Chris Strong on June 25, 2013, I am writing to confirm ABL Management, Inc.'s desire to extend the Food Service Agreement at the Beaufort County Detention Center for an additional year.

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc. to request a rate increase as for provided in our Agreement. The Consumer Price Index Food Away From Home-National for May 2013 increased 2.3 (%) percent; however, per your discussion we will use 1.3 (%) percent. The new rates below reflect the discussed increase.

<u>INMATE POPULATION</u>	<u>PRICE PER MEAL</u>
Inmate Regular Meal	\$1.0791
Inmate Double Meal	\$1.1588
Staff Meal Regular Portion	\$1.5195
Staff Meal Double Portion	\$1.7728

The rates for this sliding scale go into effect **August 1, 2013**.

Please sign and date in the space below and return a signed original for our files.

We thank you for your continued confidence in ABL Management, Inc. and look forward to exceeding your expectations of a successful food service operation at Beaufort County Detention Center. If you have any questions, please do not hesitate to call 800-375-1293.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roshon S. Cody', is written over a horizontal line.

Mr. Roshon S. Cody  
Vice President

RSC:sda

c: Mr. John D. Appleton, Chairman, President and CEO  
Mr. Vincent Rosa, Director of Operations East Region  
Mr. Chris Strong, District Manager  
Unit 180 / Agreement File / Receivables

APPROVED BY:

Commander Philip Foot

Date



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
dlthomas@bcgov.net 843.255.2353  
Richard Dimont, Contract Specialist  
rdimont@bcgov.net 843.255.2352 FAX: 843.255.9437

**TO:** Councilman Paul Sommerville, Chairman, County Council  
**FROM:** Dave Thomas, CPPO, Purchasing Director *DT*  
**SUBJ:** Request to Renew the Employee Health Benefit Consulting Services Contract with Gallagher Benefit Consultants for Beaufort County  
**DATE:** July 17, 2013

**BACKGROUND:** The Purchasing Department received a request from the Employee Services Director to renew the annual contract for benefit consulting with Gallagher Benefit Services. There are no changes to the scope of services or cost increases. The contractor will provide benefit and consulting services for all lines of coverage. They will assist in plan design, plan changes, contract negotiations and open enrollment, as well as guidance in the legal environment with mandates such as Federal Healthcare and HIPAA compliance. The contract term begins August 1, 2013 and ends July 31, 2014, with one more annual renewal subject to County Council approval.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
Gallagher Benefit Services, Inc., Charlotte, NC	\$85,000

**FUNDING:** Account 10001160-51160 Employee Services, Professional Services

**PRIOR YEAR COST:** \$85,000

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Gallagher Benefit Services, Inc., for the Employee Services Department in the amount of \$85,000. The contract term will cover the current fiscal year and expire on July 31, 2014.

**CC:** Gary Kubic, County Administrator *GK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Suzanne Gregory, Employee Services Director *SG*  
Richard Dimont, Contract Specialist *RD*



COUNTY COUNCIL OF BEAUFORT COUNTY  
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**TO:** Councilman Paul Sommerville, Chairman, County Council  
**FROM:** Dave Thomas, CPPO, Purchasing Director *DT*  
**SUBJ:** Request to Renew the Uniform Rental and Cleaning Contract with Rental Uniform Services of Florence for Beaufort County  
**DATE:** July 18, 2013

**BACKGROUND:** The Purchasing Department received a request from the Public Works Department to renew the annual contract with Rental Uniforms Services of Florence for rental uniforms and cleaning. This uniform service provides uniforms, cleaning, delivery, and pickup for approximately 192 Public Works employees. Additionally, the Stormwater Utility and Mosquito Control departments use this vendor as well. This is the fourth annual renewal year of the contract which will end on June 30, 2014. There will be one more annual renewal subject to Beaufort County Council approval. Total estimated cost of the contract items are based on unit pricing and is estimated at \$69,912.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
Rental Uniform Services of Florence, SC	\$69,912

**FUNDING:** Funding is from various departments-See the attached funding information

**PRIOR YEAR COST:** \$64,000

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Rental Uniforms Services for Uniform and Rental Services for Beaufort County in the amount of \$69,912. The contract term will cover the current fiscal year and expire on June 30, 2014.

**CC:** Gary Kubic, County Administrator *GK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Robert McFee, Division Director, Engineering and Infrastructure *RMF*  
Richard Dimont, Contract Specialist *RD*

Att: Funding Information, Pricing Agreement Letter

Public Works, Facility Management, Stormwater and Mosquito Control

<u>Dept</u>	<u>Acct. No.</u>	<u>Amount</u>
General Support	10001301-52050	\$5,000.00
Administration	10001302-52050	\$250.00
Facility Maintenance	10001311-52050	\$10,000.00
Grounds Maintenance	10001312-52050	\$18,000.00
Roads & Drainage North	10001320-52050	\$6,000.00
Roads & Drainage South	10001321-52050	\$4,000.00
Solid Waste & Recycling	10001340-52050	\$3,500.00
Hilton Head DOC	10001343-52050	\$1,200.00
Bluffton DOC	10001344-52050	\$2,000.00
Burton DOC	10001345-52050	\$2,000.00
St. Helena DOC	10001347-52050	\$2,500.00
Sheldon DOC	10001348-52050	\$1,200.00
Stormwater	50250011-52050	\$12,000.00
Mosquito Control	10001400-52050	\$2,262.00
Total		\$69,912.00



Douglas P. Baker  
Administration/Fiscal Manager  
Beaufort County Public Works  
Beaufort, SC 29906

Attention: Purchasing Department

This letter is to confirm that Rental Uniform Service will honor the terms conditions and pricing during FY 2014 on all Rental Uniform Services.

Thanks.

*Legrand Norton*  
Legrand Norton  
Sales Manager  
843-572-3881

7607 SOUTHRAIL ROAD P.O. Box 40937 N. Charleston, SC 29423 (843) 572-3881 FAX# 572-4028



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
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TO: Councilman Paul Sommerville, Chairman, County Council  
FROM: Dave Thomas, CPPO, Purchasing Director *att*  
SUBJ: **Request to Renew the E911 Service Agreement Contract with Motorola for Beaufort County's Emergency Management Department**  
DATE: July 17, 2013

**BACKGROUND:** The Purchasing Department received a request from the Emergency Management Director to renew the annual contract for the E911 Dispatch Console System and equipment with Motorola and Motorola's authorized service vendor, Savannah Communications. The annual service contract is needed in order to provide maintenance services in support of E911 equipment used for dispatching emergency services to citizens of Beaufort County. Support is provided twenty four hours a day, seven days a week for three hundred sixty-five days per year. The contract term will cover the current fiscal year and expire on June 30, 2014.

**VENDOR INFORMATION:**

Motorola, Schaumburg, IL

**COST**

\$56,999

**FUNDING:** Account 22010011-51110 E-911 Fund, Maintenance Contracts

**PRIOR YEAR COST:** \$55,339

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Motorola to provide E911 equipment services for the Emergency Management Department in the amount of \$56,999. The contract term will cover the current fiscal year and expire on June 30, 2014.

CC: Gary Kubic, County Administrator *bk*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Phil Foot, Public Safety Director *PF*  
Todd Ferguson, Emergency Management Director *TF*  
Richard Dimont, Contract Specialist *RD*

Att: Pricing Information



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001004571  
 Contract Modifier: RN26-MAR-13 16:26:49

Date: 06/05/2013

Company Name:	Beaufort County Council
Attn:	
Billing Address:	Po Drawer 1228
City, State, Zip:	Beaufort, SC, 29901
Customer Contact:	
Phone:	

Required P.O.: No  
 Customer #: 1000076738  
 Bill to Tag #: 0001  
 Contract Start Date: 07/01/2013  
 Contract End Date: 06/30/2014  
 Anniversary Day: Jun 30th  
 Payment Cycle: MONTHLY  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
2	SVC01SVC1102C	DISPATCH SERVICE	\$212.20	\$2,546.40
	SVC242AE	ENH: PLANT EQUIPMENT 911		
2	SVC455AE	ENH: DISPATCH SITE		
2	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$318.24	\$3,818.88
	SVC142AF	ENH: PLANT EQUIPMENT 911		
2	SVC455AE	ENH: DISPATCH SITE		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION	\$4,219.46	\$50,633.52
2	SVC455AE	ENH: DISPATCH SITE		
4	SVC990AB	PLANT 911 (2 - 10 POSITIONS)		
13	SVC990AC	PLANT 911 (11 - 25 POSITIONS)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$4,749.90	\$56,998.80
	Subtotal - One-Time Event Services	\$ 00	\$ 00
	<b>Total</b>	<b>\$4,749.90</b>	<b>\$56,998.80</b>

This agreement can be cancelled when the equipment is removed from service. This agreement will supply 24X7 coverage for response only.	Taxes	-	-
	<b>Grand Total</b>	<b>\$4,749.90</b>	<b>\$56,998.80</b>
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE TO BE VERIFIED BY MOTOROLA.		

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
SAVANNAH COMMUNICATIONS INC	BEAUFORT	SC
SAVANNAH COMMUNICATIONS INC	BEAUFORT	SC

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353  
Richard Dimont, Contract Specialist  
rdimont@bcgov.net 843.255.2352 FAX: 843.255.9437

TO: Councilman Paul Sommerville, Chairman, County Council

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

SUBJ: **Request to Renew the Hardware and Software Annual Contract with Election Systems and Software for Beaufort County Board of Elections and Registration**

DATE: July 18, 2013

**BACKGROUND:** The Purchasing Department received a request from the Board of Elections and Registration Executive Director to renew the annual maintenance and software service contract with Election Systems and Software. This vendor is a sole source service provider for this equipment and software. The service covers software license agreements and maintenance for the department's voting machines. The term of the contract begins July 1, 2013 and ends on June 30, 2014.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
Election Systems and Software, Chicago, IL	\$34,408

**FUNDING:** Account 10001143-51110 Voter Registration, Maintenance Contracts

**PRIOR YEAR COST:** \$33,784

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Election Systems and Software for hardware and software services for Beaufort County Board of Elections and Registration in the amount of \$34,408. The contract term will cover the current fiscal year and expire on June 30, 2014.

CC: Gary Kubic, County Administrator *DK*  
Bryan Hill, Deputy Administrator *JH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Marie Smalls, Director Voter Registration *MS*  
Richard Dimont, Contract Specialist *RD*

Att: Pricing Information, Non-Competitive Purchases Form



**Election Systems & Software**  
 6055 Paysphere Circle  
 Chicago, IL 60674  
 (877) 377-8683

INVOICE NO.	PAGE
851417	1
INVOICE DATE	
04/18/13	

**BILL TO:**  
 Beaufort County, South Carolina  
 Board of Elections & Registration  
 15 John Galt Rd

**SHIP TO:**  
 Beaufort County, South Carolina  
 Board of Elections & Registration  
 15 John Galt Rd

Beaufort, SC 29901

Beaufort, SC 29901

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
B10826	HMA/FMA/SMA 2013-2014	NET 90 DA	934784	2861	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC %	EXTENDED PRICE

	Coverage Date				
	Election Ref: NA				
369	Bronze HDW Mtc-IVO		39.500000	EA	14,575.50
1	Gold-HDW Mtc/Support-650		3097.650000	EA	3,097.65
369	Firmware Usage Agrmt-ivotronic		.000000	EA	.00
1	Firmware Usage Agrmt-650		.000000	EA	.00
1	Annual Firmware Mtc		6051.640000	EA	6,051.64
1	Sftwr Maint Agrmt-Unity BIM		.000000	EA	.00
	Ballot Image Manager				
1	Sftwr Maint Agrmt-BOD		.000000	EA	.00
	Ballot on Demand				
1	Sftwr Maint Agrmt-Unity DAM		.000000	EA	.00
	Data Acquisition Manager				
1	Sftw Maint Agrmt-Unity EDM		.000000	EA	.00
	Election Data Manager				
1	Sftwr Maint Agrmt-Unity ERM		.000000	EA	.00
	Election Reporting Manager				
1	Sftwr Maint Agrmt-Unity HPM		.000000	EA	.00
	Hardware Programming Manager				
1	Sftwr Maint Agrmt-Unity IVIM		.000000	EA	.00
	Ivotronic Image Manager				
1	Unity Software Mtc		10682.290000	EA	10,682.29
	Maintenance				

FREIGHT DISCOUNT  
 SHIPPING & HANDLING  
 TOTAL

INVOICE NO.	ACCOUNT NO.	AMOUNT

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.  
 THANK YOU!



**Election Systems & Software**  
 6055 Paysphere Circle  
 Chicago, IL 60674  
 (877) 377-8683

INVOICE NO.	PAGE
851417	2
INVOICE DATE	
04/18/13	

**BILL TO:**  
 Beaufort County, South Carolina  
 Board of Elections & Registration  
 15 John Galt Rd

**SHIP TO:**  
 Beaufort County, South Carolina  
 Board of Elections & Registration  
 15 John Galt Rd

Beaufort, SC 29901

Beaufort, SC 29901

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
B10826	HMA/FMA/SMA 2013-2014	NET 90 DA	934784	2861	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

Coverage Date  
 Election Ref: NA

SC USD .00  
 .00  
 .00  
 FREIGHT DISCOUNT .00  
 SHIPPING & HANDLING .00  
 TOTAL 34,407.08  
 USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
851417	B10826	34,407.08 USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.  
 THANK YOU!

Election Systems & Software  
 (877) 377-8683



## Non-Competitive Purchases Form

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

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

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

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

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

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

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

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

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

Requesting Department: Elections & Registration (1143) Requested Account Code: 5110

Description of Requested Services

ANNUAL HARDWARE MAINTENANCE & ANNUAL SOFTWARE MAINTENANCE AND SUPPORT FEES AGREEMENT

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

Cost of Requested Services: \$ 34,407.08

Requested Vendor Name: ELECTION SYSTEMS AND SOFTWARE

Requested Vendor Address: 11208 JOHN GALT BLVD, OMAHA, NE 68137

Requested Vendor Phone Number: 919-943-9446 Requested Vendor Email Address: mbeeson@essvot.com

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

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



## Non-Competitive Purchases Form

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

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

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

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

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):  
\_\_\_\_\_  
\_\_\_\_\_
- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Requester Name: MARIE S. SMALLS Requester Signature: Marie S. Smalls Date: 7/8/13

Department Head Name: MARIE S. SMALLS Department Head Signature: Marie S. Smalls Date: 7/8/13



# Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: 7/10/13

Reviewed by Purchasing Department for completeness

Date: 7/10/13

Reviewed by: [Signature]

Verified that this is the only source: Yes  No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchasing Director or His Designee Approval Signature: [Signature] 07/10/13

Associated Purchase Orders Number: \_\_\_\_\_

Associated Contract Number: \_\_\_\_\_



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rdimont@bcgov.net](mailto:rdimont@bcgov.net) 843.255.2352 FAX: 843.255.9437

TO: Councilman Paul Sommerville, Chairman, County Council

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

SUBJ: **Request to Renew the ESRI Mapping Software Maintenance Service Contract for Beaufort County's GIS Department**

DATE: July 17, 2013

**BACKGROUND:** The Purchasing Department received a request from the MIS Director to renew the annual service contract for Mapping Software from ESRI. The term of this service contract is July 1, 2013 through June 30, 2014. This software is used to maintain all of Beaufort County's GIS mapping layers and various aerial photography images. In addition, the software is also used to distribute/display this data to various other County departments, as well as both public and private entities, through the County's internal network and internet.

**VENDOR INFORMATION:**

ESRI Inc., Broomfield, CO

**COST**

\$32,860

**FUNDING:** Account 10001152-51110 Automated Mapping/GIS, Maintenance Contracts

**PRIOR YEAR COST:** \$37,670

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with ESRI, Inc., for the County's GIS Department in the amount of \$32,860. The contract term will cover the current fiscal year and expire on June 30, 2014.

CC: Gary Kubic, County Administrator *GK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Dan Morgan, MIS Director *DM*  
Richard Dimont, Contract Specialist *RD*

Att: Pricing Information



Esri Inc  
380 New York Street  
Redlands CA 92373

**SUBJECT: MAINTENANCE QUOTE**

**DATE:** 04/16/2013  
**TO:** Daniel R. Morgan  
**ORGANIZATION:** COUNTY OF BEAUFORT  
GIS DEPT  
**FAX #:** 843-255-9423 **PHONE #:** 843-255-2535  
**FROM:** Ana Rosales  
**FAX #:** 909-793-4801 **PHONE #:** 909-793-2853 Ext. 3306  
**EMAIL:** arosales@esri.com

Number of pages transmitted  
(including this cover sheet): 5

QUOTATION #25576331  
DOCUMENT DATE: 04/16/2013

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533306  
Fax #: 909-793-4801

## Quotation

**Date:** 04/16/2013

**Quotation Number:** 25576331

**Contract Number:** 2008MPA1582

**Send Purchase Orders To:**

Esri, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Ana Rosales

**Please include the following remittance address on your Purchase Order:**

Esri, Inc.  
File #54630  
Los Angeles, CA 90074-4630

COUNTY OF BEAUFORT  
GIS DEPT  
ARTHUR HORNE BLDG  
P.O. Box 1228  
BEAUFORT SC 29902-1228

**Attn:** Daniel R. Morgan

**Customer Number:** 1491

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	3,000.00	3,000.00
1010	7	52385 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Secondary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	1,200.00	8,400.00
2010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	500.00	500.00
3010	4	87192 ArcGIS for Desktop Basic (formerly ArcView) Single Use Primary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	400.00	1,600.00
4010	1	93094	1,000.00	1,000.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

**Issued By:** Ana Rosales

**Ext:** 3306

[ROSALESA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533306  
Fax #: 909-793-4801

# Quotation

Page 2

Date: 04/16/2013

Quotation Number: 25576331

Contract Number: 2008MPA1582

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Primary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
5010	11	87193	300.00	3,300.00
		ArcGIS for Desktop Basic (formerly ArcView) Single Use Secondary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
6010	3	93095	900.00	2,700.00
		ArcGIS for Desktop Basic (formerly ArcView) with Extensions Single Use Secondary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
7010	20	97444	100.00	2,000.00
		ArcGIS Engine without Extension Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
8010	1	100571	500.00	500.00
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
9010	12	114511	250.00	3,000.00
		ArcPad Maintenance Start Date: 07/01/2013 End Date: 06/30/2014		
10010	1	115680	5,000.00	5,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle		
10020	1	109839	2,000.00	2,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$2,000.00 of the bundled price. Start Date: 07/01/2013 End Date: 06/30/2014		
10030	1	109840	3,000.00	3,000.00
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$3,000.00 of the bundled price. Start Date: 07/01/2013		

[ROSALESA]



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533306  
Fax #: 909-793-4801

## Quotation

Page 3

Date: 04/16/2013

Quotation Number: 25576331

Contract Number: 2008MPA1582

Item Qty Material#

Unit Price

Extended Price

End Date: 06/30/2014

<b>Subtotal</b>	31,000.00
<b>Estimated Taxes</b>	1,860.00
<b>Total</b>	<b>\$ 32,860.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rdimont@bcgov.net](mailto:rdimont@bcgov.net) 843.255.2352 FAX: 843.255.9437

**TO:** Councilman Paul Sommerville, Chairman, County Council

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

**SUBJ:** **Request to Renew the Collaborative Organization of Services for Youth (COSY) Family Group Conferencing Project Contract for Beaufort County**

**DATE:** July 18, 2013

**BACKGROUND:** The Purchasing Department received a request from the COSY Director to renew the annual Family Group Conferencing (FGC) contract. This vendor has been under contract since 2002 when County Council authorized funding to begin the Family Group Conferencing Project. The vendor currently has a full caseload of families for which they provide coordination and administration of the COSY FGC Project. The Coordinator assigns trained FGC Facilitators to work directly with families in developing a coordinated treatment plan for their child; assigns and manages WRAP provider contracts to support the family at home; attends COSY Staffing Team meetings and COSY Board meetings to present family plans and provide reports on progress.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
Next Steps Consulting, St. Helena, SC	\$28,080

**FUNDING:** Account 25030011-51170 COSY Fund, Maintenance Contracts

**PRIOR YEAR COST:** \$28,080

**RECOMMENDATION:** The Purchasing Department recommends to County Council the annual contract renewal with Next Steps Consulting for the FGC project services for COSY in the amount of \$28,080. The contract term will cover the current fiscal year and expire on June 30, 2014.

**CC:** Gary Kubic, County Administrator *GK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Morris Campbell, Community Services Director *MC*  
Fred Leyda, COSY Director *FL*  
Richard Dimont, Contract Specialist *RD*

Att: Non-Competitive Purchases Form



## Non-Competitive Purchases Form

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

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

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

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

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

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

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

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

Requesting Department:   COSY   Requested Account Code:   25030011-51170  

**Description of Requested Services**

  This vendor has been under contract since 2002 and has a full caseload of families for which she provides coordination and administration of the COSY Family Group Conferencing Project to include assigning facilitators, WRAP providers, and unique services; conducting family interviews, agency in-service trainings and community presentations.  

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cost of Requested Services:   \$28,080.  

Requested Vendor Name:   Next Steps Consulting  

Requested Vendor Address:   P.O. Box 927, Saint Helena, SC 29920  

Requested Vendor Phone Number:   (843) 263-9043   Requested Vendor Email Address:   fgc@janspercings.com  

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

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



# Non-Competitive Purchases Form

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Requester Name: Fred Leyda Requester Signature:  Date: 7/17/13

Department Head Name: \_\_\_\_\_ Department Head Signature: \_\_\_\_\_ Date: 7.18.13



# Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: 07/17/13

Reviewed by Purchasing Department for completeness

Date: 07/17/13

Reviewed by: Dave Thomas

Verified that this is the only source: Yes  No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchasing Director or His Designee Approval Signature: [Signature] 07/18/13

Associated Purchase Orders Number: \_\_\_\_\_

Associated Contract Number: \_\_\_\_\_

COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228



David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rdimont@bcgov.net](mailto:rdimont@bcgov.net) 843.255.2352 FAX: 843.255.9437

TO: Councilman Paul Sommerville, Chairman, County Council  
FROM: Dave Thomas, CPPO, Purchasing Director *DT*  
SUBJ: **Request to Purchase VMware View Equipment from State Contract for Beaufort County's  
Emergency Management Department**  
DATE: July 19, 2013

**BACKGROUND:** The Purchasing Department received a request from the Emergency Management Director to purchase two new servers, associated hardware and twenty VMware licenses that will support the Emergency Operations Center. Emergency Management currently has begun the transition to the virtual environment thus this conversion will ultimately increase the ability to manage the EOC computer/information sharing infrastructure as it allows any laptop computer, desktop computer, or tablet a "virtual windows desktop" from any remote location.

**VENDOR INFORMATION:**

**COST**

Hewlett Packard, Roseville, CA

\$27,203

**FUNDING:** Account 27100011-54110 12EMPG01 Public Safety Grant, Data Processing Equipment

**RECOMMENDATION:** The Purchasing Department recommends to County Council the purchase of two new servers from Hewlett Packard for the County's Emergency Management Department in the amount of \$27,203.

CC: Gary Kubic, County Administrator *GK*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Todd Ferguson, EMD Director *TF*  
Dan Morgan, MIS Director *DM*  
Richard Dimont, Contract Specialist *RD*

Att: Pricing Information



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

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013D, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,300,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) In a referendum (the "Referendum") held in the County on November 7, 2006, the following question was submitted to the qualified electors of the County:

Shall the County be empowered to issue, either at one time as a single issue or from time to time as several separate issues, general obligation bonds of the County in the aggregate principal amount not to exceed \$50,000,000, the proceeds of which shall be used for the purpose of defraying the costs of the County Rural and Critical Land Preservation Program which preserves land by purchasing open land, development rights and conversation easements in all areas of Beaufort County, in order to alleviate traffic

congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, coastal areas, rivers and wetlands, legal fees and costs of issuance of such bonds, provided that all expenditures shall be prioritized based upon the official criteria and ranking system established for the County and subject to annual audit?

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

(f) Pursuant to the American Reinvestment and Recovery Act, South Carolina constitutional and statutory authorizations, the Referendum, and Ordinance No. 2010/3 duly enacted by the County Council on February 8, 2010, the County issued its original principal amount \$24,550,000 General Obligation Bonds, Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer) dated March 10, 2010 (the “2010 Bonds”).

(g) 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.

(h) The Series 2010 Bonds are currently outstanding in the principal amount of \$24,550,000 (the “Bonds to be Refunded”), and are subject to extraordinary redemption as follows: “The Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA.”

(i) On March 1, 2013, the Federal Government imposed sequestration which includes a reduction in the interest rate subsidy for build America bonds. Upon the reduction in the subsidy for the September, 2013, payment, the County Administrator, based on advice from the County’s financial advisor and bond counsel, shall determine whether to issue the bonds.

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

(k) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$25,300,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the 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 \$25,300,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$25,300,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purpose set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the 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 2010 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 2010 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.

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

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator 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.

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

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 2010 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 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the 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.

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

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2013.

BEAUFORT COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

**FORM OF BOND**

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15 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 \_\_\_\_\_, 2013.

[Redemption Provisions]

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

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

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

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

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

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

under Uniform Gifts to Minors

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

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

[FORM OF ASSIGNMENT]

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

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

Dated:

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

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

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

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

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

[FORM OF CERTIFICATE]

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

**FORM OF NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING

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

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$\_\_\_\_\_ (the "Series 2013\_\_ Bonds"). The proceeds of the bonds will be used for the following purposes: (i

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY,  
SOUTH CAROLINA

**FORM OF NOTICE OF SALE**

## OFFICIAL NOTICE OF SALE

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

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Beaufort County, South Carolina (the "County"), 100 Ribaut Road, Beaufort, South Carolina, until 11:00 a.m, South Carolina time, on \_\_\_\_\_, \_\_\_\_\_, 2013, at which time said proposals will be publicly opened for the purchase of \$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2013 \_\_, of the County (the "Series 2013 \_\_ Bonds").

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

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

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 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 2013 \_\_ Bonds: The Series 2013 \_\_ Bonds will be issued in fully-registered form. One Series 2013 \_\_ Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Series 2013 \_\_ Bonds and each such Series 2013 \_\_ Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Series 2013 \_\_ Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2013 \_\_ Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Series 2013 \_\_ Bonds purchased. The winning bidder, as a condition to delivery of the Series 2013 \_\_ Bonds, will be required to deposit the Series 2013 \_\_ Bond certificates representing each maturity with DTC.

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

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

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

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

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

[Redemption Provisions]

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

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

Award of Bid. The Series 2013\_\_ Bonds will be awarded to the bidder or bidders offering to purchase the Series 2013\_\_ Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2013\_\_ Bonds (computed at the interest rates specified in the bid and on the basis

of a 360-day year of twelve 30-day months) to the dated date of the Series 2013\_\_ Bonds, results in an amount equal to the price bid for the Series 2013\_\_ Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

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

Good Faith Deposit: No good faith deposit is required.

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

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

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a 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 Series 2013\_\_ Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Series 2013\_\_ Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Series 2013\_\_ Bonds.

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

**FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2. Provision of Annual Reports.

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

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

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

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

(e) The Disclosure Dissemination Agent shall:

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

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

“Principal and interest payment delinquencies;”

“Non-Payment related defaults, if material;”

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

“Unscheduled draws on credit enhancements reflecting financial difficulties;”

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

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

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

“Bond calls, if material;”

“Defeasances;”

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

“Rating changes;”

“Tender offers;”

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

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

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

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

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

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

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

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

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

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

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

### SECTION 3. Content of Annual Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

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

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

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

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

**EXHIBIT B**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

cc:

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

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

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

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

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

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

ORDINANCE 2013 /

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH BRIDGES PREPARATORY SCHOOL FOR THE CHARLES LIND BROWN COMMUNITY ACTIVITY CENTER.

WHEREAS, Beaufort County owns and operates the Charles Lind Brown Community Activity Center through the Beaufort County Parks and Leisure Services Department; and

WHEREAS, Bridges Preparatory School, a duly authorized South Carolina Public Charter School desires to lease the Charles Lind Brown Community Activity Center for purposes of establishing educational learning areas for its students; and

WHEREAS, Beaufort County Council believe that it is in the best interests of its citizens to lease the Charles Lind Brown Community Activity Center upon such terms and conditions as the County Administrator may be able to negotiate with the School.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Bridges Preparatory School for use of the Charles Lind Brown Community Activity Center Building.

Adopted this \_\_\_\_ day of July, 2013.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Staff Attorney

ATTEST:

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

First Reading: June 10, 2013  
Second Reading: June 24, 2013  
Public Hearing:  
Third and Final Reading:

COUNTY OF BEAUFORT )  
 )  
STATE OF SOUTH CAROLINA )

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Bridges Preparatory School**, with a mailing address of 1100 Boundary Street, Beaufort, South Carolina 29902, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

**1. DESCRIPTION OF LEASED PREMISES.** All that certain, piece, parcel or tracts of land, with improvements known as the Green Street Gym or the Charles "Lind" Brown Activity Center, located in the City of Beaufort, County of Beaufort, State of South Carolina consisting of the entirety of Beaufort City Block 132, according to the plat prepared by the United States Direct Tax Commissioners for the District of South Carolina; and bounded on the east by Adventure Street, south by Green Street, west by Hamar Street, and north by the street separating City Block 132 from City Block 131, saving and excepting the swimming pool facility and any tennis court facilities.

DMP: R120 003 000 0040 0000

**2. TERM.** The term of this Lease shall be for a period of twelve months (12) months, commencing on the 1<sup>st</sup> day of August, 2013, and terminating on the 31<sup>st</sup> day of July 31, 2014, unless sooner terminated pursuant to the provisions of this Lease.

The term of this lease may be extended for three (3) additional one-year periods thereby extending the possible termination date until July 31, 2017 upon the written approval of both the Landlord and Tenant.

**3. RENT.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) per month, in exchange for considerations and obligations as outlined heretofore.

**4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** Tenant shall be responsible for arranging for its pro rata share of all electric, gas, water

and sewer utilities on the premises. However, utilities associated with the operation of the pool shall be the responsibility of the County.

**5. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

**6. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

**7. USE OF PREMISES.** The demised premises shall be used and occupied by Tenant exclusively as a charter school facility and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a charter school facility, Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

**8. HOURS OF OPERATION.** Tenant shall be allowed the use of the demised premises during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Leisure Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the school may not be in session.

Additionally, the Landlord shall have use of the entire facility on the first Monday and immediately proceeding Tuesday in October for every year that this Lease Agreement may be in effect for purposes of conducting the annual Beaufort County Delinquent Property Tax Sale.

**9. TENANTS OBLIGATIONS:** Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially

affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

**10. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

**11. MAINTENANCE AND REPAIRS.** Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, air filters, floor mats, and other items that would be considered minor in nature. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to ) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair

and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

**12. ALTERATIONS AND IMPROVEMENTS.** Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Leased Premises, but shall not construct any other structures on the Leased Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

**12. LOCKS.** Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease.

**13. LOCKOUT.** If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

**14. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease, or sublet or grant any concession of license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without

the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

**15. RIGHT OF INSPECTION.** Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the premises. No notice will be required in emergent situations or for access or entry upon the land.

**16. INSURANCE.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

**17. INDEMNIFICATION.** Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims of property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

**18. HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

**19. NOTICE OF INTENT TO VACATE.** *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**20. SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

**21. DEFAULT.** In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any

covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

**22. ABANDONMENT.** If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

**23. TERMINATION.** Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 20.

**24. BINDING EFFECT.** This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

**25. SEVERABILITY.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**26. NOTICES.** All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when had delivered or if by mail when deposited with the U.S. Postal Service.

**27. OTHER TERMS.**

In addition to the terms and conditions contained above, Tenant shall, at its own cost and expense, **be permitted to create a secure area, not to exceed**

\_\_\_\_\_ in size which shall not be open or accessible by the public or any other public users of the facility. Tenant shall not be permitted to store any hazardous or dangerous materials within this area. Tenant shall provide the Beaufort County Public Facilities director with a key to such area for use in emergency situations

**IN WITNESS THEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written.

**\*READ BEFORE SIGNING**

LANDLORD:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Beaufort County Administrator  
Gary Kubic

\_\_\_\_\_  
Witness

TENANT:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bridges Preparatory School

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

**NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**