

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

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

GARY T. KUBIC  
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

SUZANNE M. RAINEY  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, January 26, 2015

4:00 p.m.

Council Chambers

Administration Building

Beaufort County Government Robert Smalls Complex

100 Ribaut Road, Beaufort

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

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Discussion is not limited to agenda items ([backup](#))
  - C. Executive Session
    1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
    2. Receipt of legal advice for pending or threatened claims
    3. 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.
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – D. Paul Sommerville
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – January 12, 2015 ([backup](#))
  - B. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
  - C. Receipt of Deputy County Administrator/Special Counsel's Two-Week Progress Report ([backup](#))



- D. Committee Reports (next meeting)
  - 1. Community Services (January 26 at 2:00 p.m., ECR)
  - 2. Executive (February 9 at 2:30 p.m., ECR)
  - 3. Finance (February 16 at 2:00 p.m., BIV #3)
    - a. Minutes – January 20, 2015 ([backup](#))
    - b. Minutes – December 10, 2014 ([backup](#))
  - 4. Governmental (February 2 at 4:00 p.m., ECR)
    - a. Minutes – December 1, 2014 ([backup](#))
  - 5. Natural Resources (February 2 at 2:00 p.m., ECR)
    - a. Minutes – December 8, 2014 ([backup](#))
  - 6. Public Facilities (February 16 at 4:00 p.m., BIV #3)
    - a. Minutes – January 20, 2015 ([backup](#))
- E. Appointments to Boards and Commissions ([backup](#))

7. PUBLIC COMMENT

8. CONSENT AGENDA

A. A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE COUNTY AND THE SOUTH CAROLINA ASSOCIATION OF COUNTIES RELATING TO THE SOUTH CAROLINA ASSOCIATION OF COUNTIES BEING AUTHORIZED AND DESIGNATED AS THE CLAIMANT AGENT FOR THE COUNTY PURSUANT TO THE SETOFF DEBT COLLECTION ACT OF 2003, AS AMENDED, AND TO AUTHORIZE THE BEAUFORT COUNTY LIBRARY TO USE THE PROCEDURES PROVIDED IN CHAPTER 56, TITLE 12 AS THE INITIAL STEP IN THE COLLECTION OF DELINQUENT FEES ([backup](#))

- 1. Finance Committee discussion and recommendation to adopt occurred January 20, 2015 / Vote 7:0

B. CONDEMNATION REQUEST FOR DEVONWOOD DRIVE, BLUFFTON ([backup](#))

- 1. Public Facilities Committee discussion and recommendation to approve the condemnation occurred January 20, 2015 / Vote 6:0

C. CONDEMNATION OF TROTTER'S LOOP DIRT ROAD RIGHT OF WAY ([backup](#))

- 1. Public Facilities Committee discussion and recommendation to approve acquisition of Trotter's Loop, by condemnation, if necessary, along those parcels in the first 3,600 feet of this dirt road, occurred January 20, 2015 / Vote 6:0

D. COMMUNITY DEVELOPMENT BLOCK GRANT 2015 NEEDS ASSESSMENT PRIORITY RANKINGS ([backup](#))

- 1. Community Services Committee discussion to occur Monday, January 26, 2015 beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort

E. PURCHASE OF SIX NEW MINIVANS FROM STATE CONTRACT FOR BEAUFORT COUNTY'S DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS ([backup](#))

1. Community Services Committee discussion to occur Monday, January 26, 2015 beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort

F. AMENDMENT TO INDOOR POOL HOURS ([backup](#))

1. Community Services Committee discussion to occur Monday, January 26, 2015 beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort

G. CHILD ABUSE PREVENTION ASSOCIATION (CAPA) REQUEST / TO ACQUIRE 0.39 ACRE PARCEL OF COUNTY-OWNED PROPERTY ([backup](#))

1. Community Services Committee discussion to occur Monday, January 26, 2015 beginning at 2:00 p.m., Executive Conference Room, Administration Building, Beaufort

9. PUBLIC HEARINGS – 6:00 P.M.

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

1. Consideration of third and final reading to occur January 26, 2015
2. Second reading approval occurred January 12, 2015 / Vote 11:0
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Public Facilities Committee discussion and recommendation to approve occurred November 17, 2014 / Vote: 5:0

B. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ([backup](#))

1. Consideration of third and final reading to occur January 26, 2015
2. Second reading approval occurred January 12, 2015 / Vote 11:0
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Public Facilities Committee discussion and recommendation to approve occurred November 17, 2014 / Vote: 5:0

C. AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR

THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (PROJECTS: MAINTENANCE FACILITY, FIRE ENGINE FLEET REPLACEMENT, TRAINING FACILITY AND AREA) ([backup](#))

1. Consideration of third and final reading to occur January 26, 2015
2. Second reading approval occurred January 12, 2015 / Vote 11:0
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Governmental Committee discussion and recommendation to approve strategic plan occurred October 6, 2014 / Vote 6:1
5. Finance Committee discussion occurred September 15, 2014

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

1. Consideration of third and final reading to occur January 26, 2015
2. Second reading approval occurred January 12, 2015 / Vote 11:0
3. First reading approval occurred December 8, 2014 / Vote 11:0
4. Natural Resources Committee discussion and recommendation to approve occurred December 8, 2014 / Vote 5:0

10. PUBLIC COMMENT

11. ADJOURNMENT

**AGREEMENT BETWEEN  
THE CONSORTIUM OF CHIEF LOCAL ELECTED OFFICIALS OF  
BEAUFORT, COLLETON, HAMPTON AND JASPER COUNTIES  
AND  
THE LOWCOUNTRY WORKFORCE BOARD  
AND  
THE LOWCOUNTRY COUNCIL OF GOVERNMENTS**

The Lowcountry Workforce Area (LWA) is comprised of the South Carolina counties of Beaufort, Colleton, Hampton, and Jasper. This Agreement is entered into by and between the Lowcountry Council of Governments (LCOG), the Lowcountry Workforce Board (LWB), and the Counties of Beaufort, Colleton, Hampton, and Jasper (Consortium) by and through, and duly adopted and authorized by the governing bodies of said counties in order to (1) determine the distribution of fiscal liability among the CEOs; (2) designate an entity to serve as the local grant recipient and fiscal agent for the area; (3) delineate the relationship among the CEOs for the purpose of implementing the provisions of WIOA; and (4) address the appointment of individuals to the local workforce board.

The Chief Elected Officials of the Consortium of Counties Functions:

- (1) Fiscal Liability: CEOs serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area. Fiscal liability shall be based on the proportionate share of the county distribution of funds for the program year.
- (2) Local Grant Recipient/Fiscal Agent: In order to assist in administration of the grant funds, the CEOs designate Lowcountry Council of Governments (LCOG) to serve as the local grant sub recipient/local fiscal agent and Administrative Entity for all WIOA funds allocated to the local area. The LCOG Board shall approve the budget developed by the LWB, consistent with the local plan and the duties of the local board under WIOA. All WIOA financial records and reports of expenditures will be maintained at and generated by LCOG on behalf of the Consortium of Counties. LCOG will disburse the funds in accordance with provisions of WIOA, grant provisions, and the applicable uniform administrative requirements cost principles as promulgated in circulars or rules of the Office of Management and Budget.
- (3) Chief Elected Officials (CEOs): The Chairman of the Consortium of Counties shall manage the day-to-day affairs and is authorized to act as signatory official in regard to documents related to the WIOA. The Chairman/Signatory Official shall be a Chairman of County Council, and shall rotate every two (2) years to coincide with the local area designation cycle. Rotation Schedule: (1) Beaufort County, (2) Colleton County, (3) Hampton County, (4) Jasper County.
- (4) Appointment of board members: The LWB will be comprised in accordance with WIOA Section 107 and with the criteria established by the Governor in partnership with the State board. See State Instruction Number 14-03 attached hereto and incorporated herein. In keeping with the regional emphasis in WIOA, each county will have 5 WIOA board representatives.

LWB and CEO Joint Functions (“in partnership”, “in collaboration”):

- (1) Develop and submit the WIOA required local and regional plans, including modifications to the Governor.
- (2) Conduct oversight for local youth workforce activities, local adult and dislocated worker employment and training activities, and the one-stop delivery system in the local area; and ensure the appropriate use and management of the funds provided for workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
- (3) Negotiate and reach agreement with the Governor on local performance accountability measures described in WIOA.
- (4) Consistent with WIOA, designate or certify one-stop operators, and may terminate for cause the eligibility of such operators.

LWB Functions:

- (1) Conduct workforce research and regional labor market analysis to assist in the local plan development and implementation.
- (2) Convene local workforce development system stakeholders.
- (3) Engage a diverse range of employers in the region
- (4) Develop and implement career pathways, with representatives of secondary and postsecondary education programs.
- (5) Identify and promote proven and promising strategies and initiatives for meeting the needs customers (employers, workers and jobseekers).
- (6) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for customers.
- (7) Identify strategies for better meeting the needs of individuals with barriers to employment
- (8) Select operators and providers of youth workforce activities, eligible providers of training services and eligible providers of WIOA career services.
- (9) Coordinate activities with education and training providers in the local area.
- (10) Annually assess the physical and programmatic accessibility of all one stop centers in the local area.

LCOG Administrative Entity Functions:

- (1) Administer WIOA funds on behalf of the Lowcountry Workforce Area and disburse such funds at the direction of the Lowcountry Workforce Board.
- (2) Generate and maintain all WIOA financial records and reports of expenditures on behalf of the Consortium of Counties. LCOG will disburse the funds in accordance with provisions of WIOA, grant provisions, and the applicable uniform administrative requirements cost principles as promulgated in circulars or rules of the Office of Management and Budget.
- (3) Contract for or directly provide services and staff necessary to implement and meet the goals and objectives of WIOA consistent with the local and region plans.
- (4) Monitor and evaluate performance.
- (5) Assume primary bonded liability and insure fiscal accountability for all WIA funds through agency-approved accounting system and service provider bonding program.
- (6) Generate financial and performance reports as required by the WIB, chief elected officials and the Governor.

**Identification Signatory Officials**

The Executive Director of the Lowcountry Council of Governments shall serve as signatory official for the Administrative Entity.

The Chairman of the Workforce Investment Board shall serve as signatory official for the Workforce Investment Board.

The Chairman of the Consortium of Counties shall serve as signatory official for the Chief Elected Officials.

The parties acknowledge this is the only agreement between them relative to the matters as set forth herein and in any attached exhibits.

The terms of this agreement will take effect upon the full execution date of this document, and will continue in effect until such time as any party will modify, extend, or terminate this Agreement in writing as follows:

- Modification, Renewal or Extension of this Agreement may be made by the written mutual consent of the parties hereto, including email. Oral modifications shall have no effect.
- If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.
- Any party may terminate this Agreement upon forty-five (45) days written notice to the all remaining parties and to the Governor.

\_\_\_\_\_  
D. Paul Sommerville, Chairman Beaufort County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven D. Murdaugh, Chairman Colleton County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shedron D. Williams, Chairman Hampton County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barbara Clark, Chairman Jasper County Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janice Malafronte, Chairman Lowcountry Workforce Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sabrena P. Graham  
Executive Director, Lowcountry Council of Governments

\_\_\_\_\_  
Date

P.O. Box 995  
1550 Gadsden Street  
Columbia, SC 29202  
dew.sc.gov



Nikki R. Haley  
Governor

Cheryl M. Stanton  
Executive Director

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STATE INSTRUCTION NUMBER 14-03

**To:** Local Workforce Area Signatory Officials  
Local Workforce Area Administrators

**Subject:** State Criteria for WIOA Local Workforce Development Boards

**Issuance Date:** January 15, 2015

**Purpose:** Pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), a local workforce development board must be established in each workforce development area within the state and must be certified by the Governor. The purpose of this instruction is to issue state criteria regarding composition requirements and standing committees of local workforce development boards under WIOA.

**Policy:** Each local workforce development area will comply with the following criteria established by the State Workforce Investment Board.

- The chief elected official(s) in a local area are authorized to appoint the members of the local board for such area. The local workforce development board must meet WIOA composition requirements as outlined in Section 107(b)(2) of Public Law 113-128. An alternative entity/grandfathered board will not be certified, unless it is in compliance with the composition requirements in the Statute.

WIOA specifies the following criteria for the local workforce development board:

(2) COMPOSITION.—Such criteria shall require that, at a minimum—

(A) a majority of the members of each local board shall be representatives of business in the local area, who—

(i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area, and

(iii) are appointed from among individuals nominated by local business organizations and business trade associations;

(B) not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who—

(i) shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;

(ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;

(iii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(iv) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

(C) each local board shall include representatives of entities administering education and training activities in the local area, who—

(i) shall include a representative of eligible providers administering adult education and literacy activities under title II;

(ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);

(iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

(D) each local board shall include representatives of governmental and economic and community development entities serving the local area, who—

(i) shall include a representative of economic and community development entities;

(ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;

(iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;

(iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) may include representatives of philanthropic organizations serving the local area; and

(E) each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

- The standing committees of the local board must consist of the three committees identified in Section 107(b)(4)(A) of Public Law 113-128, as specified below. The local board may designate additional standing committees.

The following committees must be included in the standing committees of the local board:

(i) A standing committee to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners.

(ii) A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

(iii) A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

29 U.S.C. §3122; Public Law 113-128

**Action:** Please ensure that local chief elected officials, board members, and appropriate staff receive and understand this policy.

**Inquiries:** Questions may be directed to Mary jo Schmick at [mschmick@dew.sc.gov](mailto:mschmick@dew.sc.gov), or 803-737-2708.

  
Patricia Sherlock, Director  
Policies and Procedures

Official Proceedings  
County Council of Beaufort County  
January 12, 2015

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 Monday, January 12, 2015 beginning at 4:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**DISCUSSION ITEMS**

Council discussed removing Item 13E, an ordinance to amend Council stipend from \$40 to \$50 per meeting and to amend the number of meetings from 144 to 180 for the fiscal year, from the consent agenda.

**CALL FOR EXECUTIVE SESSION**

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

**EXECUTIVE SESSION**

**RECONVENE OF REGULAR SESSION**

**REGULAR MEETING**

The regular meeting of the County Council of Beaufort County was held Monday, January 12, 2015 beginning at 5:00 p.m., in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

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

**PLEDGE OF ALLEGIANCE**

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

**INVOCATION**

Councilman Roberts “Tabor” Vaux gave the Invocation.

**RECOGNITION / BEAUFORT COUNTY PARKS AND LEISURE SERVICES UNDER 12 STATE SOCCER CHAMPIONS**

The Chairman recognized the team members and coaches of the Bluffton Soccer All-Stars Under 12 team who won the State Under 12 Soccer Championship tournament held December 6, 2014 at Buckwalter Regional Park.

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

**ADMINISTRATIVE CONSENT AGENDA**

**Review of Proceedings of the Regular Meeting held December 8, 2014**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve the minutes of the regular meeting held December 8, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSTAIN – Mrs. Howard. The motion passed.

**Review of Proceedings of the Oath of Office Meeting held January 2, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Council approve the minutes of the oath of office meeting held January 2, 2015. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

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

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Five-Week Progress Report, which summarized his activities from December 8, 2014 through January 9, 2015.

**Deputy County Administrator/Special Counsel’s Five-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, presented his Five-Week Progress Report, which summarized his activities from December 8, 2014 through January 9, 2015.

**Committee Reports**

**Natural Resources Committee**

Mr. Flewelling, as Chairman of the Natural Resources Committee, announced a work session of Council regarding the Stormwater Utility Five-Year Program on Thursday, January 22, 2015 beginning at 12:30 p.m. in Council Chambers of the Administration Building.

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

**INTRODUCTION OF CHANEL LEWIS, CONTROLLER**

Mrs. Alicia Holland, Assistant County Administrator-Finance, introduced Mrs. Chanel Lewis, who will serve as County Controller. She is a graduate of Chestnut Hill College in Philadelphia, where she received a BS degree in Accounting. She recently obtained an MA degree from South University. She is pursuing a MS degree in Business Administration at Webster University in Beaufort. She has more than eight years of governmental accounting experience. She is the daughter of a 21-year U.S. Army veteran and the granddaughter of a World War II veteran. Throughout her childhood, she spent her summers with her grandparents in Colleton County. They stressed the importance of helping others and perseverance.

**PUBLIC COMMENT**

The Chairman recognized Mr. John Moore, a resident of St. Helena Island, who discussed the issue of high real property tax on his 5,000 square foot single-family dwelling located on St. Helena Island. His tax liability is approximately \$3,300.

### **ADOPTION OF 2015 CAUCUS AND REGULAR MEETING SCHEDULE**

It was moved by Mr. Flewelling, seconded by Mr. Dawson, that Council adopt its 2015 caucus and regular meeting schedule. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **ANNOUNCEMENT OF 2015 / 2016 COMMITTEE ASSIGNMENTS**

The Chairman announced the 2015 / 2016 Committee Chairmen and Vice Chairmen:

- Community Services Committee - Mr. McBride will serve as Chairman,
- Executive - Mr. Stewart will serve as Chairman,
- Finance Committee – Mr. Stewart will serve as Chairman and Mr. Fobes as Vice Chairman,
- Governmental Committee – Mr. Rodman will serve as Chairman and Mr. Caporale as Vice Chairman,
- Natural Resources Committee – Mr. Flewelling will serve as Chairman and Mrs. Howard as Vice Chairman,
- Public Facilities Committee - Mr. Dawson will serve as Chairman and Mr. Vaux as Finance Chairman.

### **ESTABLISHMENT OF HAWKERS' AND PEDDLERS' LICENSE FEES**

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve the hawkers and peddlers license fees for 2015 as follows: \$75 for County residents; \$500 for State, but not County residents; and \$1,000 for nonresidents. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **CONSENT AGENDA**

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

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

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

The Chairman announced a public hearing Monday, January 26, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

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

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

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

The Chairman announced a public hearing Monday, January 26, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

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

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

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

Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, January 26, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

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

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

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council approve on second reading a Zoning Map amendment (Lady's Island) R200-15-51, -51A, -724, and -725 (39.03 acres, known as the Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) with conditions: (i) Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point road would need to meet the County's separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer. (ii) As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit. (iii) The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman announced a public hearing Monday, January 26, 2015 beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort.

**2015 ACCOMMODATIONS TAX (2%) STATE APPROPRIATIONS**

This item comes before Council under the Consent Agenda. Discussion occurred at the December 10, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. Stewart, that Council appropriate the 2015 accommodations tax funds to the following organizations: Arts Center of Coastal Carolina \$12,000, Beaufort Black Chamber of Commerce \$75,000, Beaufort Regional Chamber of Commerce \$75,000, Beaufort Film Festival \$17,500, Beaufort Historical Society \$6,000, Bluffton Historical Preservation Society \$20,000, Coastal Discovery Museum \$20,000, Colleton

River Plantation Club \$10,000, Community Foundation of the Lowcountry \$10,000, Daufuskie Island Foundation \$15,000, Daufuskie Island Historical Foundation \$3,000, Fort Fremont \$10,000, Friends of Fort Fremont \$12,000, Friends of Spanish Moss Trail \$10,000, Green's Sustainability in Golf Program \$6,000, Hilton Head Island Choral Society \$3,000, Hilton Head Island Concours d'Elegance, Inc. \$20,000, Hilton Head Island Symphony \$6,000, Hilton Head Island/Bluffton Chamber of Commerce \$25,000, Historic Beaufort Foundation \$5,000, Lowcountry Golf Club Owners Association \$12,000, Lowcountry Resort and Tourism \$30,000, Main Street, Beaufort, USA \$15,000, Mitchelville Preservation Project \$30,000, Native Island Business and Community Affairs Association \$20,000, Penn Center Heritage Days \$30,000, and The Sandbox: An Interactive Children's Museum \$2,500. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

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

This item comes before Council under the Consent Agenda. Discussion occurred at the December 15, 2014 meeting of the Public Facilities Committee.

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

**AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO AMEND COUNTY COUNCIL STIPEND FROM \$40 TO \$50 PER MEETING AND TO AMEND THE NUMBER OF MEETINGS FROM 144 TO 180 FOR THE FISCAL YEAR**

**Main motion:** It was moved by Mr. Caporale, as former Chairman of the Finance Committee (no second required), that Council approve on first reading an ordinance of the County of Beaufort, South Carolina, to amend County Council stipend from \$40 to \$50 per meeting and to amend the number of meetings from 144 to 180 for the fiscal year.

**Motion to amend by substitution:** It was moved by Mrs. Bensch, seconded by Mr. Caporale, to retain the \$40 stipend per meeting and increase the number of meetings from 144 to 180 for the fiscal year. The vote: YEAS – Mrs. Bensch, Mr. Caporale and Mr. Fobes. NAYS – Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion failed.

**Vote on the main motion:** Council approve on first reading an ordinance of the County of Beaufort, South Carolina, to amend County Council stipend from \$40 to \$50 per meeting and to amend the number of meetings from 144 to 180 for the fiscal year. The vote: YEAS - Mrs.

Bensch, Mr. Caporale, Mr. Fobes, Mr. McBride and Mr. Rodman. NAYS – Mr. Dawson, Mr. Flewelling, Mrs. Howard, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion failed.

## **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NEEDS ASSESSMENT TO SOLICIT PUBLIC INPUT ON COMMUNITY NEEDS AND PRIORITIES FOR HOUSING, PUBLIC FACILITIES, AND ECONOMIC DEVELOPMENT**

Mrs. Michelle Knight, Community & Economic Development Director, Lowcountry Council of Governments, stated the public hearing is required to solicit public comment on the S.C. Community Development Block Grant Program (CDBG) for Beaufort County. This will put the County in a position to be able to pursue CDBG funding for the coming year.

Mrs. Knight gave a PowerPoint presentation on the S.C. Community Development Block Grant Program (CDBG). CDBG Program is designed to assist units of local government in improving economic opportunities and meeting community revitalization needs, particularly for a person of low-and-moderate income (LMI). The program has been funded through the State since 1982 by the U.S. Department of Housing and Urban Development under Title I of the Housing Community Development Act of 1974. The annual allocation from HUD for the program is administered by the S.C. Department of Commerce, Division of Grant Administration.

South Carolina has been allotted approximately \$19,295,505 CDBG funds for 2015. This allocation has been divided among the program as follows: (i) Community Development Programs in the amount of \$16,116,505: Community Infrastructure \$10,216,505, Community Enrichment \$3,000,000, Neighborhood Revitalization \$2,000,000, Special Projects \$300,000 and “Ready to go” Public Facilities Program \$600,000. (ii) Business Development Programs in the amount of \$2,000,000: Regional Planning Program \$500,000, State Technical Assistance (1%) \$192,953 and State Administration (2% of allocation + \$100,000) \$485,907.

All projects have to meet one of three national objectives: benefit low and moderate-income persons, aid in the prevention or elimination of slums or blight, and meet other urgent community needs posing a serious threat to the health or welfare of the community, where other financial resources are not available to meet such needs. In Beaufort County, a low-to-moderate income household of four persons is less than \$53,950 a year.

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

Application request deadlines: March 14, 2015 at 5:00 p.m. for Community Infrastructure; August 14, 2015 at 5:00 p.m. for Community Enrichment and Neighborhood Revitalization; “Ready to Go” and Business Development Projects are due 30 days after a request is made.

Matching fund requirements for all projects are now 10% of the grant request. However, additional leveraging for Community Development projects will make your project more competitive.

The Chairman opened a public hearing at 6:17 p.m. for the purpose of receiving information on the Community Development Block Grant needs assessment. After calling once for public comment, the Chairman recognized Mr. Fred Leyda, Facilitator for the Human Services Alliance, who stated we have been working several years to coordinate a lot of our human services agencies. We think we have some opportunity for ways that we can coordinate our efforts a little better in the future.

Ms. Gloria Duryea, representing the Coastal Community Foundation, speaking on behalf of non-profit agencies and services, stated there is a strong need to have a centrally located facility to increase interactivity and better serve the constituency of our entire county. We have limited resources and transportation. Exploring this idea further would benefit the entire community.

Ms. Maureen Korzk, representing Second Helpings, another non-profit agency in Beaufort County, is requesting consideration for such a project to become a priority in this year's community development block grant cycle. A feasibility study or planning grant would allow us to confirm our speculation

Mr. David Green, representing the Osprey Village, a non-profit 501(c)3 organization that was started seven years ago to develop a neighborhood with a purpose. He requested support for Osprey Village an inclusive, intergenerational residential community to support developmentally disabled adults. It will provide lifelong growth of independent living skills through professional support and volunteer interaction. Osprey Village is a planned residential community that empowers adults with developmental disabilities to live their fullest potential with dignity and purpose.

Mr. Jim Minor, a resident of Seabrook Point community, requested consideration of providing water into the community. At present, there are no fire hydrants to provide protection.

Ms. Kristina Wetzel spoke about the Osprey Village project. Can we think a little outside the box? Instead of building something new, can we use an empty store, strip mall, or housing development where infrastructure is in place?

After calling twice more for comment and receiving none, the Chairman declared the hearing closed at 6:30 p.m.

### **PUBLIC COMMENT**

There were no requests to speak during public comment.

**ADJOURNMENT**

Council adjourned at 6:31 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

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

Ratified:

DRAFT



# Memorandum

DATE: January 23, 2015  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place January 12, 2015 through January 23, 2015:

January 12, 2015

- Employee orientation
- Caucus
- County Council

January 13, 2015

- Joshua Gruber / Alicia Holland re: Sales Tax Referendum Future Road Projects

January 14, 2015

- Joshua Gruber re: Status Report of 2015 Strategic Plan

January 15, 2015

- Ed Modzelewski / Joshua Gruber / Eric Larson re: Stormwater issues
- County / Town of Hilton Head re: Mayor's briefing on airport and current issues / Joshua Gruber, Councilman Steve Fobes, Jon Rembold, Mayor David Bennett, Steve Riley and staff, Talbert & Bright, and Richardson Sells

January 16, 2015

- No meetings

January 19, 2015

- Martin Luther King, Jr. Day holiday

January 20, 2015

- Employee orientation

January 20, 2015 (continued)

- Mike Bostwick, Director of YMCA re: Graves (Pepper Hall) project
- Sheriff P. J. Tanner
- Finance Committee
- Public Facilities Committee

January 21, 2015

- Joshua Gruber
- Agenda review with Chairman, Vice Chairman and Executive Staff
- Joshua Gruber / Eric Larson re: Stormwater Utility Five-Year Program Workshop
- Joshua Gruber, Alicia Holland, Mark Roseneau, Monica Spells, Andrew Dalkos, and Chanel Lewis re: Potential MIS Relocation / Projected Budget / Sources of Revenue and Uses

January 22, 2015

- Dick Stewart
- Council Workshop re: Stormwater Utility Five-Year Program

January 23, 2015

- Councilwoman Alice Howard
- Joshua Gruber, Alicia Holland and Ed Hughes re: Assessor monthly update
- Joshua Gruber, Allison Coppage, and Andrew Beall, Santa Elena representative re: Santa Elena / Federal Courthouse
- Community Training Home (CTH) visits



## Memorandum

DATE: January 23, 2015  
TO: County Council  
FROM: Joshua A. Gruber, Deputy County Administrator  
SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place January 12, 2015 through January 23, 2015:

### January 12, 2014 (Monday):

- Prepare for County Council
- County Council

### January 13, 2014 (Tuesday):

- Meet with Drew Davis, Esquire, Beaufort County School District Attorney
- Meet with Maria Walls, Doug Henderson and Kim Chesney re: Daufuskie Island Utility Tax Bills
- Meet with Suzanne Gregory, Employee Services
- Meet with Eric Larson, Environmental Engineering re: Director Funding Allocation
- Meet with Alicia Holland, CFO re: Audit
- Meet with Gary Kubic, County Administrator re: Sales Tax Referendum Future Road Projects
- Meet with Daniel Kassis, SCE&G Representative re: Old Sheldon Church Road Powerline
- Meet with Tab Bendle, Esquire to Approve Avigation Easement for HHI Airport

### January 14, 2014 (Wednesday):

- Attend Stormwater Meeting at Public Works
- Meet with Gary Kubic, County Administrator re: Status Report of 2015 Strategic Plan
- Meet with Jerry Stewart, Councilman re: Finance Committee Agenda
- Meet with Jim Minor re: Convenience Center Staffing

January 15, 2014 (Thursday):

- Telephone Conference with Gary Kubic, Administrator
- Meet with Monica Spells, Civic Engagement & Outreach Assistant County Administrator and Mark Roseneau, Facilities Maintenance re: Facility Requests
- Meet with Monica Spells and Morris Campbell, Community Services re: New Daufuskie Co-Op Contact
- Meet with Morris Campbell, Community Services, Alicia Holland, CFO, Monica Spells, Assistant County Administrator, and Mitzi Wagner, DSN Director re: DSN CIP Reconciliation
- Attend Town of Hilton Head Meeting re: Airport and Current Issues

January 16, 2014 (Friday):

- Telephone Calls and Emails - Beaufort Office Hours

January 19, 2014 (Monday)--MARTIN LUTHER KING, JR. DAY:

- CLOSED

January 20, 2014 (Tuesday):

- Meet with Marc Orlando, Bluffton re: Internet Services
- Finance Committee
- Public Facilities Committee

January 21, 2014 (Wednesday):

- Agenda Review
- Meet with Meredith Irion re: Legislation Liaison Presence North & South
- Attend Pre-meeting for January 22 Stormwater Workshop with Gary Kubic, County Administrator and Eric Larson, Environmental Engineering
- Meeting with Monica Spells, Civic Engagement & Outreach, Alicia Holland, CFO, Dan Morgan, MIS, Andrew Dalkos, IT, Mark Roseneau, Facilities and Gary Kubic, County Administrator, to Discuss Potential MIS Relocation, Projected Budget, Sources of Revenue and Uses

January 22, 2014 (Thursday):

- Conference Call with Matt Abee, Esquire and Mary Lohr, Esquire re: Suit to Void Tax Sale
- Attend Colonade Sidewalk Cracks Meeting
- Attend Council Workshop re: Stormwater

January 23, 2014 (Friday):

- Meet with Phil Foot, Public Safety Director and Donna Ownby, EMS Director
- Attend County Assessor Monthly Status Meeting
- Attend Federal Courthouse Meeting with Gary Kubic, County Administrator, Allison Copping, Assistant County Attorney, Mark Roseneau, Public Facilities and Andrew Beall, Santa Elena Representative
- Meet with Blakely Williams, Beaufort Chamber of Commerce

## FINANCE COMMITTEE

January 20, 2015

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

The Finance Committee met Monday, January 20, 2015 beginning at 2:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### ATTENDANCE

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

County staff: Allison Coppage, Deputy County Attorney; Joshua Gruber, Deputy County Administrator / Special Counsel; Gary Kubic, County Administrator; Chief Magistrate Lawrence McElynn; and Associate Chief Magistrate Rod Sproatt.

Media: Joe Croley, Lowcountry Inside Track.

Public: Jim Beckert, Auditor-Elect.

Councilman Stewart chaired the meeting.

### ACTION ITEMS

- 1. A Resolution to Utilize the Setoff Debt Collection Act of 2003, As amended, and to Authorize the Beaufort County Library to use the Procedures Provided In Chapter 56, Title 12 as the Initial Step in the Collection of Delinquent Fees**

**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:** Mrs. Allison Coppage, Assistant County Attorney, reviewed this item with the Committee. This is a resolution to approve the Memorandum of Understanding and Agreement between Beaufort County and the South Carolina Association of Counties (SCAC) relating to SCAC being authorized as the claimant agent for the County pursuant to the Setoff Debt Collection Act of 2003, as amended, and to authorize the Beaufort County Library to use the procedures provided in Chapter 56, Title 12 as the initial step in the collection of delinquent fees.

Mr. Stewart stated the number of outstanding debt is large, of which little will be recovered. Anything that is collected is positive and beneficial to the Library.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that Committee approve and recommend Council adopt a Resolution to utilize the Setoff Debt Collection Act of 2003, as amended, and to authorize the Beaufort County Library to use the procedures provided in Chapter 56, Title 12 as the initial step in the collection of delinquent fees. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council adopt a Resolution to utilize the Setoff Debt Collection Act of 2003, as amended, and to authorize the Beaufort County Library to use the procedures provided in Chapter 56, Title 12 as the initial step in the collection of delinquent fees.

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

### **• Accommodations Tax (2%) Board**

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

**Motion:** It was moved by Mr. Caporale, seconded by Mr. Flewelling, that Committee approve and recommend Council nominate Dick Farmer, representing at-large, for reappointment to serve as a member of the Accommodations Tax (2% State) Board. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council nominates Dick Farmer, representing at-large, for reappointment to serve as a member of on the Accommodations Tax (2% State) Board.

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

### **• Tax Equalization Board**

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

**Motion:** It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Committee approve and recommend Council nominate Robert Brown, Council District 5; Gloria Criscuolo, Council District 9; William John, Council District 10; Kenneth Joy, Council District 3; Neil Lipsitz, Council District 4; and Alan Obstler, Council District 8, for reappointment and Allan Miller, representing at-large, for appointment to serve as members of the Tax Equalization Board. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** Council nominate Robert Brown, Council District 5; Gloria Criscuolo, Council District 9; William John, Council District 10; Kenneth Joy, Council District 3; Neil Lipsitz, Council District 4; and Alan Obstler, Council District 8, for reappointment and Allan Miller, representing at-large, for appointment to serve as members of the Tax Equalization Board.

## **INFORMATION ITEMS**

### **4. An Ordinance to Adjust the Base Salaries of the Beaufort County Magistrates**

**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:** Mrs. Allison Coppage, Assistant County Attorney, reviewed this item with the Committee. In reviewing this ordinance, staff came across a housekeeping issue. The base salaries, as written in the ordinance, are from 2007. Since then, there have been cost of living adjustments in 2008, 2012, and 2013. The base salaries have been struck-through, and the new base salaries are now provided in the ordinance, as well as the inclusion of the requested base salary for the Beaufort County Magistrates.

Additionally, Mr. Jerry Stewart requested staff to remove the Veterans Affairs Director from the ordinance. He is an appointed official and is not subject to reappointment. Therefore, the 5% increase allowed in the ordinance, would not be applicable to that position.

Mrs. Coppage stated the salary included in the ordinance for magistrates is for all magistrates. The Chief Magistrate makes the salary and receives a state stipend.

Chief Magistrate Lawrence P. McElynn stated the chief magistrate is a full time chief magistrate and receives a state stipend. The Associate Magistrate gets a state stipend as well. The budget County Council approved July 1, 2014, provided \$40/hour for magistrates, \$41/hour for associate chief magistrate, and \$42/hour for chief. That is not being taken into effect at this moment. Everyone is getting \$38/hour currently.

Mr. Josh Gruber, County Administrator, said a chief magistrate, that is full time, is entitled to a \$3,000 salary supplement. A part-time chief magistrate is entitled to a \$1,500 salary supplement. There is no mandated state supplement for an associate chief magistrate. In the current budget, the magistrates includes within their budget an amount that would provide the associate chief magistrate \$1/hour, and the chief magistrate \$2/hour more than requested in the proposed ordinance. In order for that language to be incorporated, staff would need to be instructed by Council to do so. That guidance has not been received. The base magistrate salary included in the ordinance is the equivalent of \$40/hour. The majority of magistrates are part-time.

Mr. Flewelling inquired as to the dollar amount currently in the ordinance as it stands today. Mr. Gruber stated magistrates are not included in the current ordinance. Their base salary

today is 55% of the circuit judge salary. The current magistrate's salaries vary due to longevity, reappointment bonuses and cost of living adjustments that have been provided to them throughout their tenure.

Mr. Rodman provided the Committee with a spreadsheet that demonstrated the range of salaries for other counties for both magistrates and chief magistrates. It also provided the current salaries for all of the judges in Beaufort County to include circuit court, family court, master in equity, probate and magistrate. He suggested the possibility of providing language in the ordinance that would affix the magistrate's salary to a percentage of the circuit court judge salary. He provided proposed variances of such percentage for the Committee's review. This would make it so Council does not have to go back through an ordinance change in the future.

Mr. Flewelling stated that currently we are obligated by state law to pay our magistrates 55% of what a circuit court judge makes. Currently, the Circuit Court Judge makes \$136,200. That would mean we are required by law to pay them \$74,910 but are currently paying them \$78,000. We are already paying them more than state statute allows. He is confused as to why it is necessary to move more to the magistrates. We have already evened out the pay differential between newly appointed magistrates and magistrates who have been in office for a number of years. Just that they are not making what they would in other counties, is not a reason to increase their salary. He intends to vote against the magistrate portion when the time comes. He wants to pay the amount we obligated ourselves to pay. He does not remember making a decision concerning the magistrate's salary in the budget process. He does not remember approving an increase for any county employee. Had that been explicitly clear, there would have been a lot more no votes.

Mr. Gruber said the removal of the step increase was done during the budget process. The increase for the difference in salary came about in the function of last year's adopted budget. There was a presentation made to the Finance Committee that received the Chief Magistrate's desire and request for his budget with that intent. Ultimately, the budget was adopted. Before we could authorize the expending of those monies budgeted, it was brought to attention to need an ordinance to approve the salary.

Mr. Flewelling said his recollection was that the discussion of raises for the magistrates were in that phase of the Finance Committee where Council was reviewing the "wish lists" of all various departments within the budget. No departments got everything they wanted. When we look at the final budget amounts, we decide on individual department budgets. He feels this to be a clerical error. Had we wanted the magistrates to make more money, Council would have approved an ordinance to accommodate that desire.

Mr. Rodman said Council is not obligated by what happened during the budget process. In looking at what other counties are paying, he feels it is a reasonable amount.

Mr. Fobes said that competitive salaries are higher. He does not feel Council has had an appropriate amount of time to discuss this aspect of what we are approving. He did not think

Council approved an increase in the base salary. He will not vote for this until there is additional discussion.

Mr. Stewart stated we passed a budget, but did not address what it means in regards to the ordinance or establishing a base salary. He inquired as to the magistrate's current salary.

Mr. Gruber said he could not speak to the current base salary for magistrate without the current circuit court judge's salary. He cannot verify or speak to the numbers provided by Mr. Rodman.

**Main motion:** It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee approve and recommend Council approve on first reading an ordinance to amend Section 2-346 of the Beaufort County Code of Laws establishing the salaries for various elected and appointed officials as presented with the exception that the Magistrate base salary of \$83,200 be amended to reflect the current rate of pay.

**Motion to postpone:** It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Committee postpone discussion of this item until the next Finance Committee meeting.

Mr. Gruber stated that a motion to postpone to a date certain is an interceding motion; it takes precedence over a main motion. If adopted, the main motion would not be pending, but will have to be brought up, motioned and seconded once reconvened.

**Vote on motion to postpone:** The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** This item was postponed until the next Finance Committee meeting.

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

- Airports Board**

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

**Status:** This item was postponed until the next Finance Committee meeting.

## **6. Executive Session**

**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. Flewelling, seconded by Mr. Fobes, that Committee go immediately into executive session for discussion of matters relating to the proposed location, expansion or the provision of services encouraging location or expansion of industries or other

business in Beaufort County. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Status:** No action came out of executive session.

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## FINANCE COMMITTEE

December 10, 2014

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

The Finance Committee met Monday, December 10, 2014 beginning at 3:00 p.m., in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman Rick Caporale, Vice Chairman Steve Fobes and members Brian Flewelling, William McBride, Stu Rodman and Jerry Stewart. Non-Committee members Cynthia Bensch, Gerald Dawson and Laura Von Harten present.

County staff: Allison Coppage, Deputy County Attorney; Andrew Dalkos, Systems Management Director; Joshua Gruber, Deputy County Administrator / Special Counsel; Doug Henderson, Treasurer; Alicia Holland, Chief Financial Officer; Gary Kubic, County Administrator; Eric Larson, Environmental Engineering Director; Dan Morgan, Mapping and Applications Director; Dave Thomas, Purchasing Director; and Maria Walls, Treasurer-elect.

Media: Joe Croley, Lowcountry Inside Track.

Public: Dick Farmer, Accommodations Tax Board Chairman; Hannah Horn, Beaufort Regional Chamber of Commerce; Christina Wretzel; Olivia Young.

Councilman Caporale chaired the meeting.

### ACTION ITEMS

#### **1. Discussion / Council Compensation**

**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:** Committee Chairman Rick Caporale reviewed this item with the Committee. A subcommittee was created to review all elected and appointed officials' salary. He does not know where that process currently stands or if any backup documentation is available. Today's discussion will focus primarily on Council stipend.

Mr. Rodman provided the Committee with a spreadsheet that showed stipend per member for various counties, as well as the County's stipend with various different options to increase.

Mr. Caporale stated numerous Council members are attending more meetings than that allowed within the cap. He feels Council should get paid for the meetings they attend.

Ms. Von Harten stated the Compensation Subcommittee brought forward a recommendation to raise the amount of the stipend from \$40 to \$75. An increase in the stipend is needed. She does not feel the increase in the number of meetings to be favorable. She also spoke about the Magistrate's salary and the lack of an ordinance to support the pay raise Council approved during the budget season.

Mr. Kubic stated Staff needs an amendment to the Magistrate's ordinance in order to provide them the increase.

Mrs. Bensch said there has not been an increase in Council members' compensation in ten years. She said Council's responsibility goes further than just meeting attendance.

**Motion:** It was moved Mr. Rodman, seconded by Mr. Flewelling, that Committee approve and recommend Council approve on first reading an ordinance to amend the County Council Stipend from \$40 to \$50 per meeting and to amend the number of meetings from 144 to 180 for the fiscal year.

Mr. Flewelling stated he would agree to an increase in the meeting cap, but not an increase in the amount. He does not feel the budget should take that kind of hit.

Mr. Dawson stated the economy is still struggling. Council did not give employees an increase this year. Council did not give the Administrator an increase. He feels it should be left alone. Council is doing itself and the citizens a disservice. He would not support an increase.

Mr. Stewart feels this should be taken up with the budget process. At this moment, he does not feel it is justified. We chose to run and, knew the pay and the amount of work involved. He feels he made the decision with the facts at the time and intends to stick to it for the tenure.

Ms. Von Harten said when she ran for office, at that time there were more committees than there are currently, which was more money. We need to keep our eyes on the prize for what people should be doing, whether employees have received a raise or not.

**Motion to amend by substitution:** It was moved by Mr. Flewelling to reduce the amount of stipend from \$50 to \$40 per meeting. The motion died for a lack of a second.

Mr. Fobes stated there has not been a cost of living adjustment in many years. Council deserves the increase in stipend. He had no idea the amount he was going to make when he ran for Council.

The vote: YEAS – Mr. Caporale, Mr. Fobes, Mr. McBride, and Mr. Rodman. NAYS – Mr. Flewelling and Mr. Stewart. The motion passed.

**Recommendation:** Council approve on first reading an ordinance to amend the County Council Stipend from \$40 to \$50 per meeting and to amend the number of meetings from 144 to 180 for the fiscal year.

## 2. 2015 Accommodations Tax (2% State) Board Recommendations

**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:** Accommodations Tax Board Chairman Dick Farmer reviewed with the Committee the recommendations from the Accommodations Tax Board who met December 3, 2014. He reviewed the reasons for each determination.

**Motion:** It was moved Mr. Flewelling, seconded by Mr. Fobes, that the Committee approve and recommend County Council approve the Accommodations Tax (2% State) appropriations as follows:

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

The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** County Council approve the Accommodations Tax (2% State) appropriations as follows:

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

### **INFORMATION ITEM**

#### **3. Discussion / Graves Property Purchase Option**

**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. Josh Gruber, Deputy County Administrator, provided the Committee with the history and legal requirements for this item. Last year, the County purchased 18 acres on the Okatie River for \$4 million from Robert Graves. We also spent \$500,000 to purchase an option on the remaining property. That option called for a total purchase price of \$12 million for

the remaining 80 acres. The option price would go towards the purchase price if we choose to move forward. He stated he does not recommend action on any other pieces of property in the vicinity until Council makes a decision on the 80 acres. He also stated, any decisions regarding a rezoning request should be delayed until a decision is made on that option.

Mr. Caporale said it seems we could buy the 80 acres and preserve it, or buy it with the notion toward developing it. Council needs to determine a purpose of the property in order to decide whether to make the purchase.

Mr. Rodman said if we do not want to acquire the property, we might want to entertain putting it on the open market. As a County, we would be well served to do the zoning upgrade now.

Mr. Gruber stated the zoning follows a use, not vice versa. It would all be speculative which is not responsible in the long term. Mr. Gruber stated Mr. Graves is trying to rezone to market the property for a specific use. Staff has been quietly marketing the property.

Mrs. Bensch spoke about economic development and stated she is not convinced the reasoning for delaying the rezoning.

Mr. Gary Kubic, County Administrator, spoke in regard to concept development. This property is unique because it sits next to a critical water resource, it sits next to a residential community, it has a frontage area on a heavily travelled thoroughfare, and a decision on this property impacts many things. In order to market the property we have to look the facts about the property. He reviewed the various options at hand. He spoke about the possibility of a purchase under Rural and Critical Lands Preservation Program. He also spoke about the US 278 Widening project and the stormwater flow generated by U.S. Highway 278 and Berkeley Hall. He has asked the Stormwater Utility Department to conduct such analysis. Other things we must ask, is there a portion of the acreage that could cure or enhance the water of the Okatie. Staff has also been asked to look at the previously purchased property and see if it is more beneficial to increase the acreage of preservation. If the County considers U.S. Highway 278 and accepts the concept that the property is attractive for some type of development, then we need to secure that amount of acreage aside from Rural and Critical Lands Preservation Program and stormwater. Council could then market the property.

**Status:** Staff will provide Council with additional information at the next meeting.

#### **4. Consideration of Contract Renewal**

- **CompuCom, Microsoft Licensing for Beaufort County**

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

**Discussion:** This is a contract renewal for Microsoft licenses and SQL Server Lessening for Beaufort County. The contract totals \$81,261 and the source of funding is account #10001150-51110, maintenance contracts.

**Motion:** It was moved Mr. McBride, seconded by Mr. Fobes, that Committee approve and recommend County Council approve a contract renewal for Microsoft Licensing and SQL Server Licensing to CompuCom, Dallas, Texas in the amount of \$81,261. The source of funding is account #10001150-51110, maintenance contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

**Recommendation:** County Council approve a contract renewal for Microsoft Licensing and SQL Server Licensing to CompuCom, Dallas, Texas in the amount of \$81,261. The source of funding is account #10001150-51110, maintenance contracts.

DRAFT

## GOVERNMENTAL COMMITTEE

December 1, 2014

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

The Governmental Committee met Monday, December 1, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

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

County Staff: Allison Coppage, Assistant County Attorney; Phil Foot, Division-Director, Public Safety; Gary Kubic, County Administrator, and Joshua Gruber, Deputy County Administrator/Special Counsel.

Public: Danny Black, President and CEO, Southern Carolina Regional Development Alliance; Bronco Bostick, Southern Carolina Regional Development Alliance; Senator Tom Davis; Carl Gooding, Southern Carolina Regional Development Alliance; Alice Howard, Councilman-elect District 4; Lynn-Stokes Murray, consultant, McNair Law Firm; Thomas Williams, Southern Carolina Regional Development Alliance, and Bill Workman, Southern Carolina Regional Development Alliance.

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

Mr. Stewart chaired the meeting.

### INFORMATION ITEMS

#### **1. McNair Law Firm Contract Extension for Providing Lobbying Efforts as it Relates to the Education Funding Formula**

**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:** Committee members received a presentation from Lynn-Stokes Murray, a consultant with the McNair Law Firm (McNair). McNair's proposal provides for governmental relations representation and consultation before the 2015 General Assembly and the executive branch of the South Carolina government. The two major accomplishments are securing of

funding for USC Beaufort and for the County K – 12 schools. McNair, working with Senator Tom Davis, made great progress in eliminating the disparity of the EFA formula and its impacts on the Beaufort County School District.

The 2015 contract is essentially the same engagement terms and conditions of the 2014 Legislative Session. The County would contract with McNair for \$37,500 contingent upon the School Board additionally contracting with McNair for \$37,500. McNair would also perform work for USC Beaufort for \$25,000. In addition to these retainers, McNair offers to assist on up to two additional legislative matters of Council's choosing for \$12,500. The engagement period begins January 1, 2015 through December 31, 2015.

Mr. Gary Kubic, County Administrator, supports entering into the contract another year. If we compare other consulting contracts, what they have been able to produce for us in the state is unparalleled and, in fact, is most impressive. He hopes Council will support the contract.

Mr. Vaux expressed concern with providing for a blanket waiver for any conflict of interest that might arise in the future that we do not know about today. ("The County's acceptance of this engagement letter confirms the County's advance waiver of any conflicts that such other representation would present.")

Mr. Josh Gruber, Deputy County Administrator, stated his interpretation of that language, essentially, is that this is a multi-party agreement. There may be times where McNair is representing one or more of the other parties to that agreement in some other functions. We are agreeing in advance that we are not going to use our lobbying contract with them as a barrier to prevent them from representing another party in some fashion.

McNair, as a firm, typically, is friendly with the County. There have been multiple instances in the past where even if we have had some kind of disagreement, they will not try to pursue any kind of active lawsuit against the County per se. They typically farm that out to other entities, as a practice, because of our long-standing relationship with them.

**Status:** Committee renewed a contract with the McNair Law Firm to provide lobbying efforts effective January 1, 2015 through December 31, 2015 in the amount of \$35,000. Further, the Deputy County Administrator will craft language regarding the County's advance waiver of any conflicts *i.e.*, limit it whereby we will waive our claims arising out of our representation of the parties to this agreement that may be acceptable for them and not be so open-ended.

## 2. Legislative Update

**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:** State Senator Tom Davis discussed the three major issues before the Legislature -- K-12 funding, USC-Beaufort funding, and road funding. Other issues include

Ethics Reform, additional recurring revenues (used to issue bonds) being directed to either the State Infrastructure Bank or SCDOT, Local Government Fund, and the application for a new Port in Jasper County.

**Status:** Information only.

### **3. Discussion / Economic Development**

**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. Danny Black, President and CEO, Southern Carolina Regional Development Alliance, presented this item to the Committee. The Southern Carolina Regional Development Alliance (SCA) is comprised of six counties: Allendale, Bamberg, Barnwell, Colleton, Hampton and Jasper. This 501(c)3 non-profit organization was established in 1996 with a primary focus on marketing and industrial recruitment. SCA accomplishes its mission utilizing marketing and industrial recruitment, product development, as well as the facilitation of workforce development and community development.

**Status:** Information only. No action required.

## NATURAL RESOURCES COMMITTEE

December 8, 2014

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

The Natural Resources Committee met Monday, December 8, 2014 beginning at 1:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

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

County Staff: Allison Coppage, Assistant County Attorney; Tony Criscitiello, Planning Director; Joshua Gruber, Deputy County Administrator / Special Counsel; Gary Kubic, County Administrator; Eric Larson, Environmental Engineering Director; Rob Merchant, Long-Range Planner; Dave Thomas, Purchasing Director.

Public: Reed Armstrong, Beaufort Office of the Coastal Conservation League; Bennett McNeal, David Tedder, Joshua Tiller.

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

Mr. Flewelling chaired the meeting.

### ACTION ITEMS

#### **1. Consideration of Contract Award US 278 Stormwater Pond Retrofit Project – Dirt Hauling Services (> \$100,000)**

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

**Discussion:** Mr. Eric Larson, Division Director – Environmental Engineering, presented this item to the Committee. This project is part of a larger project to construct four-stormwater detention ponds along U.S. Highway 278 to capture and treat runoff from the roadway widening that occurred in 2013 and 2014. The ponds are to be constructed by the Beaufort County Stormwater Infrastructure crews. In conjunction with this project, the excavated soil from the pond sites is being hauled and stockpiled at the Buckwalter Park soccer complex for a future

project to construct additional soccer fields. The scope of this contract is to provide hauling services only. Beaufort County advertised for bid submittals on this project on October 24, 2014 and received two bids on November 14, 2014 for an hourly rate based on a minimum of 6 trucks, each operating 8 hours per day for 60 working days. The lowest bidder was The Lane Construction Company of Beaufort, South Carolina with a truck per hour amount of \$82.00, which amounts to \$236,160.

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

**Recommendation:** Council award a contract to The Lane Construction Company, Beaufort, South Carolina, for an amount not to exceed \$236,160 for the U.S. 278 Stormwater Pond Retrofit Project – Dirt Hauling Services. Funding will come from the following accounts: #50260013-51160, Stormwater Capital Improvement Fund \$95,180, #33402-54503, U.S. 278 STP Fund \$22,270, and #26520011-54450, Buckwalter Soccer Field Expansion (PALS Impact Fees) \$118,710.

- 2. Zoning Map Amendment (Lady's Island) R200-15-51, -51a, -724, and -725 (39.03 acres, known as the Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District And Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD); Owner: B. McNeal Partnership LP / Applicant: Bennett McNeal / Agent: Josh Tiller**

**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:** The Village at Oyster Bluff is a proposed mixed-use Planned Unit Development (PUD) with 114 dwelling units and 5.5 acres of commercial. The total acreage of the site is 39.03 acres giving the PUD a gross density of 2.92 dwelling units per acre. The site is an undeveloped series of parcels located between Sams Point Road and Sunset Boulevard on Lady's Island, directly north of the Oyster Factory Road. The site is located approximately 0.8 miles north of the intersection of Sea Island Parkway and Sams Point Road.

The site was originally The Village at Lady's Island PUD, which Council approved in 1996. The Village PUD had 200 dwelling units and a gross density of 5.1 dwelling units per acre along with 12 commercial lots. The PUD was sunsetted under the provisions of Section 1 06-7(2) which gave a January 1, 2010 deadline for PUDs approved prior to 1999 where less than 50% of the lots have been platted. Council did not approve an extension of the Village PUD because 0% of the PUD had been platted and the residential density was not consistent with the surrounding

existing development and zoning districts. The property was then rezoned Lady's Island Community Preservation (LICP) and Lady's Island Expanded Home Business (LIEHB).

Since that time, the property owner has been working with the Lady's Island Community Preservation Committee to chart a path forward. Originally, the property owner explored using the Planned Community provision available in the LICP district. The applicant found that the 2.6 dwelling units per acre density and 40% open space requirement rendered the site very difficult to develop effectively. Recognizing the limitations of the Planned Community provision, planning staff worked with the Community Preservation Committee to allow Traditional Community Plans on sites located within two miles from the intersection of Sea Island Parkway (U.S. 21) and Sam's Point Road. This provision is incorporated into the draft Community Development Code (CDC) that is being considered for adoption by County Council. The applicant chose to pursue a PUD to expedite the project and to make modifications to the Traditional Community Plan provisions that will be found in the new CDC.

This project went before the Metropolitan Planning Commission at their September 15, 2014 meeting. At that time, staff supported the overall plan, but had many concerns about the standards within the PUD which deviated from the intent of the draft CDC to create walkable communities. Since that time, the applicant has made modifications to the PUD document to address staff concerns and incorporated them into the PUD document for County Planning Commission's review. These modifications included:

- Standards to limit the width of driveways at the entrance to streets and avoid houses being dominated by front facing garages.
- Providing an "Oyster Bluff Village House" building type to ensure traditionally proportioned houses address the street with porches and stoops.
- Providing a "build-to line" in the T4 Hamlet Center District and showing an internal street within the commercial portion of the site plan.
- Clarifying that the parking, lighting, landscaping, signage and street standards of the draft Beaufort CDC will apply to development within this PUD.
- Providing a buffer along Sunset Boulevard.

The Planning Commission approved this Zoning Map amendment and rezoning request with the condition that they address the three conditions raised by County staff and work on buffer opacity. They recommend to Council for approval.

Mr. Rob Merchant, Long-Range Planner, provided the Committee with a short PowerPoint presentation that demonstrated the amendments to the Beaufort County Zoning and Development Standards Ordinance.

**Motion:** It was moved by Mrs. Bensch, that Natural Resources Committee approve and recommend Council approve on first reading the Zoning Map Amendment (Lady's Island) R200-15-51, -51a, -724, and -725 (39.03 acres, known as The Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) contingent upon the condition

of the inclusion of traffic calming measures for Sunset Boulevard in the proposed Master Plan, and addressing of the timing of the paving of Oyster Factory Road. The motion failed for lack of a second.

**Motion:** It was moved by Mr. Stewart, seconded by Mr. McBride, that Natural Resources Committee approve and recommend Council approve on first reading a Zoning Map Amendment (Lady's Island) R200-15-51,-51a, -724, and -725 (39.03 acres, known as The Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) contingent upon the following conditions: (1) Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point Road would need to meet the County's separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer. (2) As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit. (3) The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading a Zoning Map Amendment (Lady's Island) R200-15-51, -51a, -724, and -725 (39.03 acres, known as The Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) contingent upon the following conditions: (1) Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point Road would need to meet the County's separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer. (2) As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit. (3) The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed.

### INFORMATION ITEMS

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

##### **US 278 Stormwater Pond Retrofit Project – Clearing and Grubbing (< \$100,000)**

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

**Discussion:** Mr. Eric Larson, Division Director – Environmental Engineering, presented this item to the Committee. This project is part of a larger project to construct four stormwater detention ponds along U.S. 278 to capture and treat runoff from the roadway widening that occurred in 2013 and 2014. The ponds are to be constructed by the Beaufort County Stormwater Infrastructure crews. In conjunction with this project, the excavated soil from the pond sites is being hauled and stockpiled at the Buckwalter Park soccer complex for a future project to construct additional soccer fields. The scope of this contract is to provide clearing and grubbing only for the five sites to facilitate excavation and stockpiling. Beaufort County advertised for bid submittals on this project on October 24, 2014 and received two bids on November 14, 2014. JS Construction Services, Inc., Bluffton, South Carolina was the lowest bidder.

**Motion:** It was moved by Mr. Stewart, seconded by Mrs. Bensch, that Natural Resources Committee approve and recommend Council award a contract to JS Construction Services Inc., Bluffton, South Carolina, in the amount not to exceed \$78,280 for the US 278 Stormwater Pond Retrofit Project – Site Clearing and Grubbing. Funding will come from the following accounts: 350260013-51160, Stormwater Capital Improvement Fund \$73,680, 333402-54503, U.S. 278 2012 STP Fund \$7,423, and 326520011-54450, Buckwalter Soccer Field Expansion (PALS Impact Fees) \$3,970. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux. The motion passed.

**Recommendation:** Council award a contract to JS Construction Services Inc., Bluffton, South Carolina, in the amount not to exceed \$78,280 for the US 278 Stormwater Pond Retrofit Project – Site Clearing and Grubbing. Funding will come from the following accounts: 350260013-51160, Stormwater Capital Improvement Fund \$73,680, 333402-54503, U.S. 278 2012 STP Fund \$7,423, and 326520011-54450, Buckwalter Soccer Field Expansion (PALS Impact Fees) \$3,970.

#### 4. Discussion / Design Review Board Appointments

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

**Discussion:** Mr. Tony Criscitiello, Planning Director, reviewed this item with the Committee. One of the changes that will occur upon the adoption of the Community Development Code (CDC) is the consolidation of the Northern and Southern Beaufort County Corridor Review Boards (CRBs) into one countywide Design Review Board (DRB). The CRBs have served the County well and their members have shown a high degree of professionalism that has resulted in a greater quality of development throughout the County. Therefore, the Planning Staff recommends that current CRB members be given the opportunity to serve on the new DRB. We currently have 11 active CRB members and only 7 positions on the new DRB. Planning staff is in the process of contacting each of the CRB members and asking them if they are interested in serving on the DRB. Some have expressed interest in serving while others have indicated that they are ready to step down from their duties. The DRB calls for two architects, two landscape architects, two design professionals, and one member at large. It is our hope to present to the Natural Resources at their January 2015 meeting a slate of seven candidates ready to serve on the DRB. He provided the Committee with a list of current active CRB members.

**Status:** Information item only.

## 5. Executive Session

**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 Ms. Von Harten, seconded by Mr. McBride, that Natural Resources Committee go immediately into executive session for discussions of negotiations to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. McBride, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Vaux The motion passed.

**Status:** Committee went into executive session for discussions of negotiations to proposed contractual arrangements and proposed purchase of property.

DRAFT

## PUBLIC FACILITIES COMMITTEE

January 20, 2015

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

The Public Facilities Committee met Tuesday, January 20, 2015 beginning at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

### ATTENDANCE

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

County Staff: Allison Coppage, Assistant County Attorney; Andrew Dalkos, Division Director-Systems Management; Joshua Gruber, Deputy County Administrator/Special Counsel; Colin Kinton, Division Director-Transportation Engineering; Gary Kubic, County Administrator; Eric Larson, Division Director-Environmental Engineering; Rob McFee, Division Director-Facilities & Construction Engineering; and Jim Minor, Solid Waste & Recycling Manager.

Public: Reed Armstrong, Beaufort Office, Coastal Conservation League; Kate Schaffer, Beaufort Office, Coastal Conservation League; and Henry White, a resident of Trotter's Loop.

Media: Joe Croley, Lowcountry Inside Track, and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Mr. Dawson chaired the meeting.

### ACTION ITEMS

#### **1. Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right Of Way Condemnation Request – Devonwood Drive, 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)

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. Devonwood Drive is a dirt road located off Burnt Church Road, which interconnects to Benton Field Drive. Public Works has maintained this

approximately 0.3-mile dirt road for more than 20 years. Devonwood Drive, ranked fourth and selected for paving in the FY 2014/2015 – FY 2016/2017 Dirt Road Paving Program.

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Bensch, that Committee approve and recommend Council approve the condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Sommerville. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

**Recommendation:** Council approve the condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road.

## 2. Update / Trotter's Loop Dirt Road Right of Way Condemnation

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

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. Right of way deeds have been submitted for 20 of the 30 abutting parcels. Of the remaining ten parcels, four of the listed owners are deceased, three live out of town, and one has nine living part owners.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Fobes, that Committee approve and recommend Council authorize the acquisition of Trotter's Loop, by condemnation, if necessary, along those parcels in the first 3,600 feet of this dirt road. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Sommerville. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

**Recommendation:** Council authorize the acquisition of Trotter's Loop, by condemnation, if necessary, along those parcels in the first 3,600 feet of this dirt road.

## 3. Consideration of Reappointments and Appointments

### • Solid Waste and Recycling Board

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

**Motion:** It was moved by Mr. McBride, seconded by Mrs. Howard, that Committee approve and recommend Council nominate Ben Wheatley, representing Solid Waste District #7-Lady's Island, for reappointment to serve as a member of the Solid Waste and Recycling Board. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Sommerville. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

**Recommendation:** Council nominate Ben Wheatley, representing Solid Waste District #7-Lady's Island, for reappointment to serve as a member of the Solid Waste and Recycling Board.

## **INFORMATION ITEM**

### **4. Consideration of Contract Award**

#### **Traffic Signal Installation / Bluffton Parkway at Buckingham Plantation Drive (< \$100,000)**

**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. Colin Kinton, Division Director-Transportation Engineering, presented this item to the Committee. Beaufort County requested bids for the installation of a new traffic signal at the intersection of Bluffton Parkway and Buckingham Plantation Drive. The signal is to replace the existing all-way stop with the completion of Bluffton Parkway Phase 5A Flyover project. Signal construction was originally included in the flyover project contract; however, due to the need for redesign of the signal, it was removed from the contract to bid separately. The County received four bids on December 9, 2014. An analysis of Walker Brothers, Inc., bid prices revealed no apparent cause of rejecting their bid. Therefore, Walker Brothers, Inc. is the certified lowest responsible/responsive bidder. Staff is requesting a 10% project contingency of \$7,750. Total project budget is \$85,247.

**Motion:** It was moved by Mr. Fobes, seconded by Mrs. Bensch, that Committee award a contract to Walker Brothers, Inc., Lexington, South Carolina in the amount of \$77,497 for the traffic signal installation at Bluffton Parkway and Buckingham Plantation Drive. Additionally, approve a project contingency of 10% (\$7,750) bringing the total budget to \$85,247. The source of funding is Bluffton Parkway Phase 5A sales tax projects, account #33401-54500. The vote: YEAS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Sommerville. ABSENT – Mr. Caporale and Mr. Vaux. The motion passed.

**Status:** Committee awarded a contract to Walker Brothers, Inc., Lexington, South Carolina in the amount of \$77,497 for the traffic signal installation at Bluffton Parkway and Buckingham Plantation Drive. Additionally, approve a project contingency of 10% (\$7,750) bringing the total budget to \$85,247. The source of funding is Bluffton Parkway Phase 5A sales tax projects, account #33401-54500.

### **5. Update / RiverPort / Exit 3**

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

**Discussion:** Mr. Rob McFee, Division Director-Facilities & Construction Engineering, presented this item to the Committee. The RiverPort/Exit 3 project is a 5,200 acre planned development in Jasper County within the City of Hardeeville limits. This property, owned by Stratford Company, straddles I-95 at mile marker 3. The current master plan of the property development shows approximately 2,340 acres of mixed-use village, 840 acres of commercial village and approximately 1,755 acres of business park.

RiverPort represents a significant economic development opportunity for the region and based on an economic analysis performed in 2009, it is anticipated this development will lead to an increase of over \$230 million in total personal income for Jasper County as well as more than 8,100 new jobs by year ten. Based on these forecasts, The City of Hardeeville and Jasper County were awarded a \$3.9 million grant by the State Infrastructure Bank in 2011 in order to pursue the environmental permitting and design plans for the public use components of the interchange and road network west of US Highway 17.

In order for Jasper County and the City of Hardeeville to maintain the project eligibility for potential federal funding, it was agreed that, in the interest of regional cooperation, Beaufort County would act at the Local Public Agency (LPA). This was formalized in a Memorandum of Understanding (MOU) between Beaufort County, Jasper County, the City of Hardeeville and Stratford Company in 2011. Based on this cooperative approach, Baker International was selected as the primary consultant on the project based on their qualifications by an evaluation committee consisting of all MOU signatories in 2012.

**Status:** Information only. No action is required.

**REAPPOINTMENTS AND APPOINTMENTS  
TO  
BOARDS AND COMMISSIONS**

**January 26, 2015**

**1. Finance Committee**

① Accommodations Tax (2%) Board

Nominate	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Dick Farmer	At-Large	Reappoint	10/11

② Tax Equalization Board

Nominate	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Robert Brown	Council District 5	Reappoint	8/11
01.26.15	Gloria Criscuolo	Council District 9	Reappoint	8/11
01.26.15	William John	Council District 10	Reappoint	8/11
01.26.15	Kenneth Joy	Council District 3	Reappoint	8/11
01.26.15	Neil Lipsitz	Council District 4	Reappoint	8/11
01.26.15	Alan Obstler	Council District 8	Reappoint	8/11
01.26.15	Allan Miller	At-Large	Appoint	6/11

**2. Public Facilities Committee**

① Solid Waste and Recycling Board

Nominate	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Ben Wheatley	Solid Waste Dist 7 (LI)	Reappoint	8/11

RESOLUTION 2015 \_\_\_\_\_

TO APPROVE THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE COUNTY AND THE SOUTH CAROLINA ASSOCIATION OF COUNTIES RELATING TO THE SOUTH CAROLINA ASSOCIATION OF COUNTIES BEING AUTHORIZED AND DESIGNATED AS THE CLAIMANT AGENT FOR THE COUNTY PURSUANT TO THE SETOFF DEBT COLLECTION ACT OF 2003, AS AMENDED, AND TO AUTHORIZE THE BEAUFORT COUNTY LIBRARY TO USE THE PROCEDURES PROVIDED IN CHAPTER 56, TITLE 12 AS THE INITIAL STEP IN THE COLLECTION OF DELINQUENT FEES.

WHEREAS, the Setoff Debt Collection Act of 2003, as amended, (South Carolina Code Section 12-54-10), allows the South Carolina Department of Revenue to render assistance in the collection of delinquent accounts or debts owing to the County; and

WHEREAS, S.C. Code Ann. § 12-51-40(e) authorizes, in the alternative and subject to the prior approval of the county governing body, the Beaufort County Library to use the procedures provided in Chapter 56, Title 12 (Setoff Debt Collection Act), as the initial step in the collection of delinquent fees; and

WHEREAS, the County Council wishes to increase the collection rate of debts that are due and owing to the County by availing itself of the Setoff Debt Collection Act of 2003, as amended; and

WHEREAS, County Council has reviewed and approved the memorandum of Understanding and Agreement designating the South Carolina Association of Counties to serve as the claimant agent.

NOW, THEREFORE, BE IT RESOLVED, the County Council of Beaufort County hereby adopts a resolution approving a Memorandum of Understanding and Agreement between the County and the South Carolina Association of Counties relating to the Association serving as the claimant agent pursuant to the Setoff Debt Collection Act of 2003, as amended. A copy of the Memorandum of Understanding and Agreement is incorporated herein by reference.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

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

STATE OF SOUTH CAROLINA	)	
COUNTY OF RICHLAND	)	MEMORANDUM OF UNDERSTANDING
	)	AND AGREEMENT
SOUTH CAROLINA	)	PARTICIPATION IN THE
ASSOCIATION OF COUNTIES	)	SETOFF DEBT COLLECTION PROGRAM
AND	)	
BEAUFORT COUNTY LIBRARIES	)	
	)	

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This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_ 2015, by and between the above referenced Claimant Agency and the South Carolina Association of Counties (“SCAC”) in furtherance of Act No 114, 1999 S.C. acts codifying the 1999 amendments to the Setoff Debt Collection Act, S.C. Code § 12-56-10 *et seq.*

WHEREAS, the Setoff Debt Collection Act, S.C. Code §12-56-10 *et seq.* (2003), authorizes the South Carolina Department of Revenue herein after Department to render assistance to collect any delinquent account or debt owing to any Claimant Agency by the Department’s setting off any income tax refunds due to a debtor by the sum certified by the Claimant Agency as a delinquent debt; and

WHEREAS, the Claimant Agency desires to enter into this Agreement with SCAC in order to participate in the Setoff Debt Collection Act to increase the collection rate of delinquent debts owed to Claimant Agency; and

WHEREAS, SCAC is a political subdivision or purposes of the Setoff Debt Collection Act and is authorized to submit claims on behalf of its members, other political subdivisions and Claimant Agencies as defined in S.C. Code §12-56-10 *et seq.* (1999);

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, it is hereby understood and agreed by and between the Claimant Agency and SCAC that:

1. The Claimant Agency is a state agency, board, committee, commission, public institution of higher learning, political subdivision of the State of South Carolina, South Carolina Student Loan Corporation, a housing authority established pursuant to Articles 5, 6, and 9 of Chapter 3 of Title 31 of the South Carolina Code or a member of SCAC and is authorized to participate in the Setoff Debt Collection Act.
2. The Claimant Agency hereby designates, appoints, and authorizes SCAC to process for submission to the Department of the Claimant Agency’s delinquent debts.

Delinquent debt means any sum due and owing Claimant Agency, including collections costs, administrative fees, court costs, fines, penalties and interest which have accrued through contract, subrogation, tort, operation of law or any other legal theory regardless of whether there is an outstanding judgment for that sum which is legally collectible and for which a collection effort has been or is being made. Delinquent debt does not include sums owed to a county hospital when the hospital and the debtor have entered into a written payment agreement and the debtor is current in meeting the obligations of the agreement.

3. SCAC agrees to submit delinquent debts to the Department. The Claimant Agency is responsible for complying with the notice and appeal provisions and other requirements of the Setoff Debt Collection Act.

4. Upon execution of this Agreement, Claimant Agency shall file a "Participation Form" with SCAC designating a Setoff Debt Coordinator with SCAC. The Setoff Debt Coordinator shall be the designated contact between SCAC and Claimant Agency for all communications and is authorized by Claimant Agency to carry out the requirements of the Setoff Debt Collection act, S.C. Code §12-56-10 *et seq.* (2003). The Setoff Debt Coordinator shall supply SCAC with any and all information which in the opinion of SCAC is necessary for the proper implementation of this Agreement.

5. The Claimant Agency shall use SCAC's "entity User Setoff Debt Software Program" or an ASCII file or Excel file layout specified by SCAC to prepare diskettes or electronic transfer files referred to herein as "debt files" and "adjustment to debt files." If, in the opinion of SCAC, change to the "entity User Setoff Debt Software program" or specifications of an ASCII file or Excel file are necessary to carry out this program, SCAC shall timely notify the Claimant Agency. The Claimant Agency covenants and agrees that it shall immediately implement any changes required by SCAC.

SCAC shall not accept a debt file or adjustment to debt file that is not prepared as specified by SCAC. SCAC will accept debt files that are electronically transferred through SCAC's File Transfer Protocol FTP software. Paper hard copies shall not be accepted.

Each "debt file" submitted to SCAC is deemed to bear a certification that the debts are owed and due to the Claimant Agency, for which prior efforts to collect have been made, and which Claimant Agency instructs SCAC to submit to the Department for collection from a debtor's tax refund. Each "adjustment to debt file" is deemed as authorization to SCAC to notify Department to reduce a previously submitted debt to the amount stated. A "debt file" and an "adjustment to debt file" shall have the certification provided in paragraph 6 affixed to it.

6. SCAC is not, and shall not be liable for a wrongful or improper setoff. Each "debt file" supplemental "debt file" or "adjustment to debt file" shall have affixed to it a "Certification Form" provided by SCAC which states:

"I hereby certify that the Claimant Agency for who the attached data diskette was prepared has complied with all the requirements of the Setoff Debt Collection act; that the Claimant Agency has properly given each individual debtor whose name appears in the data diskette the notice of intention to set off and the Claimant Agency's appeal procedures pursuant to S.C. Code §12-56-62; that the information contained in the attached data diskette has been reviewed by me and is, to the best of my knowledge and belief, true, correct, and complete."

7. Not less than thirty (30) days before a debt file with SCAC, Claimant Agency shall provide the debtor with the statutory notice advising the debtor of the Claimant Agency's intention to cause the debtor's tax refund to be set off.

8. Only after the required statutory thirty (30) days notice is provided to debtor by Claimant Agency may Claimant Agency transmit a "debt filed" to SCAC. Debt files shall be received in the SCAC offices on or before November 1 of the preceding calendar year in which the refund would be paid.

9. Upon receipt of Claimant Agency's "debt file," SCAC shall compile the information and submit the data to the Department on or before the close of business on December 15.

10. Debts totaling less than fifty (\$50.00) dollars per individual at the time the debt is first submitted to SCAC for setoff may not be submitted. This provision does not prohibit submitting in subsequent years under paragraph 12 of this Memorandum, those debts which were fifty (\$50.00) or more when first submitted to SCAC even though, in subsequent years, that debt is less than fifty (\$50.00) because of successful interception(s) resulting in partial payment of the delinquent debt.

If a debtor is due a refund of more than twenty-five dollars (\$25.00), the Department sets the tax refund off in the amount of the delinquent debt plus twenty-five dollars (\$25.00).

Pursuant to the S.C. Code §12-56-63 of the Setoff Debt Collection Act, as amended the South Carolina Department of Revenue shall add to each debt setoff the sum of \$25 to defray its administrative cost, and SCAC as claimant agent for the Entity, shall add \$25 to each "successful interception" as provided below, which shall be retained by SCAC to defray its administrative costs

"Successful interception" means the Department matched a debt submitted by SCAC against a tax refund for interception and payment towards a delinquent debt owed to Claimant Agency. Payment shall be made as provided in paragraph 11

11. Payment to SCAC by Claimant Agency for each successful interception is made as follows: SCAC will add the amount of the debt due Claimant Agency in the amount of twenty – five (dollars (\$25.00) and retain said twenty-five dollars (\$25.00); provided, however, SCAC will not collect more than twenty-five dollars (\$25.00) from any one individual in a calendar year.

12. In the event of partial payment of a delinquent debt, the balance of the debt may be submitted in a following year and twenty-five dollars (\$25.00) shall be paid to SCAC for successful interception of a tax return in a subsequent year notwithstanding the previous year's interception and payment.

13. Claimant Agency acknowledges that Claimant Agency is responsible for the notice and hearing requirements of the Setoff Debt Collection Act and that SCAC is exempt from these provisions of the Setoff Debt Collection Act. The Claimant Agency affirms to SCAC that it will comply with the notice and hearing procedures required by S.C. Code §12-56-10 *et seq.*

14. The Claimant Agency shall file an "Appointment of Hearing Officer" form with SCAC certifying the appointment of a hearing officer. If the appointed hearing officer is unable to serve at any time, the Claimant Agency shall appoint another officer and file a new "Appointment of Hearing Officer" form with SCAC.

15. Within seven (7) calendar days of Claimant Agency's receipt of a debtor's Notice of Protest the Claimant agency shall send Notice of Protest to the Department and send a copy to SCAC. At the same time the Claimant Agency shall notify SCAC with an Adjustment to debt file" diskette marking the protested delinquent debt a protest account

The Claimant Agency shall conduct a protest hearing in conformity with S.C. Code §12-56-65 and shall provide the Department and SCAC with a copy of the "verification of Hearing and "Decision of Hearing Officer" no later than seven (7) calendar days from the date these forms are executed by the hearing

officer. If further appeal is taken, Claimant Agency shall immediately file copies of all pleadings and papers with the Department and SCAC.

Upon resolution of protest, Claimant Agency shall notify SCAC of the resolution of the protest by sending and "adjustment to debt file" diskette either reducing the balance or taking the debt out of protest status.

16. If the Claimant Agency is found to be entitled to no part of the amount of a setoff, it shall make a refund to the debtor in an amount equal to the amount of the debt plus the fee to the Department and the fee paid to SCAC along with interest, if any, as required by the Setoff Debt Collection Act.

17. SCAC shall remit to the Claimant Agency through a check or an electronic bank deposit funds received from the Department within a reasonable time from the date of receipt from the department. Thereafter, SCAC shall provide the Claimant Agency an accounting of the funds collected which will include the name of the debtor, the debtor's social security number, and the amount of the setoff. The Claimant Agency shall provide debtors with proper notice of payment and balance, if any, as required by the Setoff Debt Collection Act.

18. The Claimant Agency shall hold SCAC free and harmless and shall indemnify SCAC against any and all damages, claims, causes of action, injuries, actions, liabilities or proceedings arising from the performance of SCAC.

19. This Memorandum of Understanding and Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party; provided, however, that any debts submitted by the Claimant Agency to SCAC shall continue to be covered under the terms and conditions of the agreement until SCAC is notified by the Department that it has completed the collection cycle for that setoff year.

20. This Memorandum of Understanding is solely between SCAC and the Claimant Agency and is not intended to benefit any other person or entity. No debtor and/or taxpayer or their spouse, family member, successor or assign is intended to be a third party beneficiary of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding and Agreement to be properly executed on the day and year first above written.

ATTEST:

On Behalf of Claimant Agency:

By:

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

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

On Behalf of the S.C. Association of Counties:

By:

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

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *gkubic*  
Josh Gruber, Deputy County Administrator *JG*

FROM: Robert McFee, PE, Facilities & Construction Engineering Director *RM*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way  
Condemnation Request– Devonwood Drive, Bluffton**

DATE: January 14, 2015

**BACKGROUND.** Devonwood Drive is a dirt road located off of Burnt Church Road which interconnects to Benton Field Drive. Public Works has maintained this approximately 0.3 mile dirt road for over 20 years. Devonwood Drive was ranked 4th and selected for paving in the FY 14/15 – FY 16/17 Dirt Road Paving Program.

Staff presented the original request for condemnation at the September 15, 2014 Public Facilities Committee meeting. The Committee deferred consideration of the request to allow County staff to meet with the owners of the platted right of way who do not want the road paved, and for staff to obtain information about traffic and residents of Devonwood Drive. Traffic Engineering prepared a map, traffic studies, and recommendations associated with paving of Devonwood (attached). Engineering sent another letter to the owner of the right of way on November 14, 2014 but did not get a response. On January 13, 2015, the construction manager met with the right of way owner to discuss the road, proposed traffic mitigation measures, and the need for right of way. The owner understands the proposed mitigations but does not see them as effective. They understand the county has offered the proposed mitigation but still decline to grant right of way because of reservations that paving the road would be detrimental to the neighborhood.

The Beaufort County Transportation Committee rating for paving is very high, reflecting the level of maintenance provided by the County Public Works Department. Across the County, dirt road maintenance costs average 2.7 times more than road maintenance for paved County roads. Devonwood Drive also provides a second access to the County's fuel facility and to the Public Works South site as well as the Lowcountry Rural Transportation Authority. Should the only paved access to the fueling facility become blocked, operations of public service and emergency vehicles can be impacted, so a second all weather access to the facility is highly desirable. The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road. The committee may alternately elect to designate Devonwood Drive as a private road and direct that the county perform no further work or maintenance on this road.

**FOR ACTION.** Public Facilities Committee on January 20, 2015.

**RECOMMENDATION.** The Public Facilities Committee approves and recommend to County Council to approve condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road.

JRM/DS/mjh

- Attachments: 1) Traffic Engineering Information & Property Map  
2) Sample Right of Way Request Letters  
3) 9/15/14 Public Facilities Agenda Item

cc: Eddie Bellamy



COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION  
ENGINEERING DEPARTMENT  
113 Industrial Village Road, 29906  
PO Drawer 1228, Beaufort, SC 29901-1228  
Phone: (843) 255-2940 Fax: (843) 255-9443

### **Devonwood Drive Traffic Engineering Information and Recommendations**

#### **Background Information**

Traffic counts have been collected, indicating very low traffic volumes on this roadway. Counts are included on the attached map for reference.

Staff has determined the number of residential buildings along Devonwood Dr and Devonwood Ct = 24. The number of commercial buildings = 2. Total number of parcels = 10.

BCSD has indicated that 10 children live along Devonwood Dr and Devonwood Ct that walk to M.C Riley Elementary for school. There is an existing marked crosswalk across Burnt Church Rd and a crossing guard is present before and after school to assist children crossing the road to/from M.C. Riley El.

Devonwood is posted for No TRUCKS at both ends. It is understood that Public Works and LRTA are aware of this posting and do not use Devonwood to access the fuel depot. Busses and trucks would only use this route in an emergency.

#### **Recommendation**

In order to control vehicle speeds on Devonwood Drive and to ensure the safety of school children walking to school, Traffic Engineering recommends the inclusion of two engineered speed humps on Devonwood Drive. These speed humps will be installed at equal spacing along the length of the roadway that will maintain a vehicle crossing speed of approximately 20 mph.

The estimated additional cost to include two speed humps in the design of a dirt roadway to be paved is approximately \$6,000.

This roadway could be a good test case of the inclusion of traffic calming speed humps in the design of a County road paving project rather than afterwards in an effort to address citizen concerns.

A second consideration could be the inclusion of a concrete sidewalk along Devonwood Dr between Burnt Church Rd and Devonwood Ct as an added element of the roadway paving project. An additional small easement or right of way would likely be necessary to accommodate a sidewalk of approximately 757 feet long from Devonwood Court to Burnt Church Road. A sidewalk would cost approximately \$30,000 plus the costs of any clearing and fence relocations that may be required.

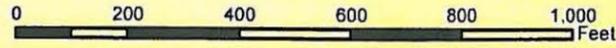
# Devonwood Drive Properties; Bluffton, SC

(Color Photo 2014)



Prepared by  
Beaufort County  
GIS Division

Generated September 30, 2014



PIN	Owner	Mailing Address	City	State	ClassCode	Res Bldgs	Comm Bldgs
R600 039 000 0203 0000	GORMAN MICHAEL E Sr	12 DEVONWOOD DR	BLUFFTON	SC	ResImp SingleFamily	1	0
R600 039 000 0205 0000	CLINTON JAMES ALLEN II LORENA B	14 DEVONWOOD DR	BLUFFTON	SC	MHVac UnplattedSite Severe	1	0
R600 039 000 0206 0000	BH HOLDINGS LLC (A SOUTH CAROLIN	PO BOX 22561	HILTON HEAD ISL	SC	CommVac	0	1
R600 039 000 0226 0000	GEORGE GILLESPIE REVOC TRUST	15 ROCKY CREEK LN	GREENVILLE	SC	ResVac Platted&Unplatted	0	0
R600 039 000 0269 0000	STRICKLAND JONI LEWIS	50 HAYES LN	CERRO GORDO	NC	ComImp MobileHomePark	19	0
R600 039 000 0271 0000	ROOKER WILLIAM A ROSA L JTROS	PO BOX 9	BLUFFTON	SC	MHImp UnplattedSite	2	0
R600 039 000 0286 0000	LOWCOUNTRY REGIONAL TRANSPOR	PO BOX 2029	BLUFFTON	SC	Governmental Vac	0	1
R600 039 000 1552 0000	LEWIS RUSSELL ANTHONY	1 DEVONWOOD DR	BLUFFTON	SC	ResImp SingleFamily	1	0
R600 039 000 226A 0000	GEORGE GILLESPIE REVOC TRUST	15 ROCKY CREEK LN	GREENVILLE	SC	ResVac Platted&Unplatted	0	0
R600 040 000 0003 0000	ALAN A ULMER REVOCABLE TRUST E	177 ULMER RD	BLUFFTON	SC	AgVac Forest	0	0

10 Children who attend MC Riley Elementary School live along Devonwood Drive.  
00 = AM Peak  
(00) = PM Peak



November 14, 2014

Alan A. Ulmer, Jr.  
P.O. Box 23  
Bluffton, SC 29910-0023

**Re: Devonwood Drive (formerly Sawmill Road)**

Dear Mr. Ulmer:

The County has reviewed your concerns regarding speeding vehicles on Devonwood Drive. We have determined that it would be appropriate to install speed humps in order to control the traffic on this road. If you will convey your interest in Devonwood Drive to Beaufort County, we will pave the road and install two speed humps.

We have enclosed a quitclaim deed for this purpose. We respectfully request that you execute this deed, have it notarized, and return it to the Engineering Division in the self-addressed envelope provided. If you do not wish to grant the right-of-way, please return the unsigned deed in the same envelope.

Should you have any questions or concerns, please contact Eric Klatt, Beaufort County Right-of-Way Manager at (843) 255-2698. Thank you for your time and consideration.

Sincerely,

Eric W. Klatt  
Right-Of-Way Manager

EWK/cvs  
Enclosures: Deed, Map

August 16, 2013

Alan A. Ulmer, Jr.  
P.O. Box 23  
Bluffton, SC 29910-0023

**Re: Devonwood Drive (formerly Sawmill Road)**

Dear Mr. Ulmer:

As you know, Devonwood Drive is a County-maintained dirt road that runs from Burnt Church Road to Benton Field Road. It is approximately 1,360' long and has a platted 50' right-of-way. The right-of-way actually extends about 350' beyond Benton Field Road.

Our research indicates that you, C. A. Ulmer, and Hugh M. Ulmer are the owners of the Devonwood Drive right-of-way. Beaufort County would like to acquire your interest in this roadway in order to qualify it for our CTC-funded road paving program.

The CTC, or County Transportation Committee, is responsible for selecting the dirt roads to be paved and for administering the State gas tax money used to fund the paving program. One of the CTC's requirements is that the County acquire a 50' right-of-way on a given road before it can be paved. A quitclaim deed has been enclosed for this purpose. We respectfully request that you execute this deed, have it notarized, and return it to the Engineering Division in the self-addressed envelope provided. If you do not wish to grant the right-of-way, please notify the Engineering Division as soon as possible and return the unsigned deed to the above address.

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Sincerely,

J. Robert McFee, PE  
Division Director, Engineering and Infrastructure

JRM/EWK/cvs  
Enclosures: Deed, Map

November 14, 2014

C. A. Ulmer  
P.O. Box 81  
Bluffton, SC 29910-0081

**Re: Devonwood Drive (formerly Sawmill Road)**

Dear Mr. Ulmer:

The County has reviewed your concerns regarding speeding vehicles on Devonwood Drive. We have determined that it would be appropriate to install speed humps in order to control the traffic on this road. If you will convey your interest in Devonwood to Beaufort County, we will pave the road and install two speed humps.

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Eric W. Klatt  
Right-Of-Way Manager

EWK/cvs  
Enclosures: Deed, Map

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P.O. Box 81  
Bluffton, SC 29910-0081

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Sincerely,

J. Robert McFee, PE  
Division Director, Engineering and Infrastructure

JRM/EWK/cvs  
Enclosures: Deed, Map

November 14, 2014

Hugh M. Ulmer  
707 Stuart St.  
Savannah, GA 31405

**Re: Devonwood Drive (formerly Sawmill Road)**

Dear Mr. Ulmer:

The County has reviewed your concerns regarding speeding vehicles on Devonwood Drive. We have determined that it would be appropriate to install speed humps in order to control the traffic on this road. If you will convey your interest in Devonwood to Beaufort County, we will pave the road and install two speed humps.

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Sincerely,

Eric W. Klatt  
Right-Of-Way Manager

EWK/cvs  
Enclosures: Deed, Map

August 16, 2013

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707 Stuart St.  
Savannah, GA 31405

**Re: Devonwood Drive (formerly Sawmill Road)**

Dear Mr. Ulmer:

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Division Director, Engineering and Infrastructure

JRM/EWK/cvs  
Enclosures: Deed, Map



COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GK*  
Josh Gruber, County Attorney *JG*

FROM: Robert McFee, Director of Engineering & Infrastructure *RM*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way  
Condemnation Request- Devonwood Drive, Bluffton**

DATE: August 25, 2014

**BACKGROUND.** Devonwood Drive is a dirt road located off of Burnt Church Road which interconnects to Benton Field Drive. Public Works has maintained this approximately 0.3 mile dirt road for over 20 years. Devonwood Drive was ranked 4th and selected for paving in the FY 14/15 – FY 16/17 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a deeded 50 – foot right of way before the road can be advertised for a dirt road paving contract. Devonwood Drive has a platted 50 foot right of way which has never been deeded to Beaufort County. Staff has followed the current process to try and obtain deed to this right of way.

The staff efforts to-date to obtain right of way for Devonwood Drive include, researching ownership, preparing letters and deeds, and providing time for owner consideration and questions or discussions. The timeline associated with this process has been approximately ten months. The owner did not respond to staff's letters. The owner spoke with the district representative and declined to grant right of way indicating he did not want the road paved. The County Public Works Director has had conversation with the owner who has indicated concern over certain public vehicles speeding on this short road.

The Beaufort County Transportation Committee rating for paving is very high, reflecting the level of maintenance provided by the County Public Works Department. Devonwood Drive also provides a second access to the County's fuel facility and to the Public Works South site as well as the Lowcountry Rural Transportation Authority. Should the only paved access to the fueling facility become blocked, operations of public service and emergency vehicles can be impacted, so a second all weather access to the facility is highly desirable. The Public Works and Engineering Departments jointly recommend that the committee approve condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road.

**FOR ACTION.** Public Facilities Committee on September 15, 2014.

**RECOMMENDATION.** The Public Facilities Committee approves and recommend to County Council to approve condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road.

JRM/DS/mjh

Attachments: 1) Location Map  
2) Sample Right of Way Request Letters

cc: Eddie Bellamy

**Legend**

-  STREETS
-  NOT GRANTED R/W
-  WATER



DEVONWOOD CT

DEVONWOOD DR

BENTON FIELD RD

ULMER RD

**DEVONWOOD DR R/W PARCELS**



Prepared by  
Beaufort County  
GIS Division

Generated September 05 2014



August 16, 2013

Alan A. Ulmer, Jr.  
P.O. Box 23  
Bluffton, SC 29910-0023

**Re: Devonwood Drive (formerly Sawmill Road)**

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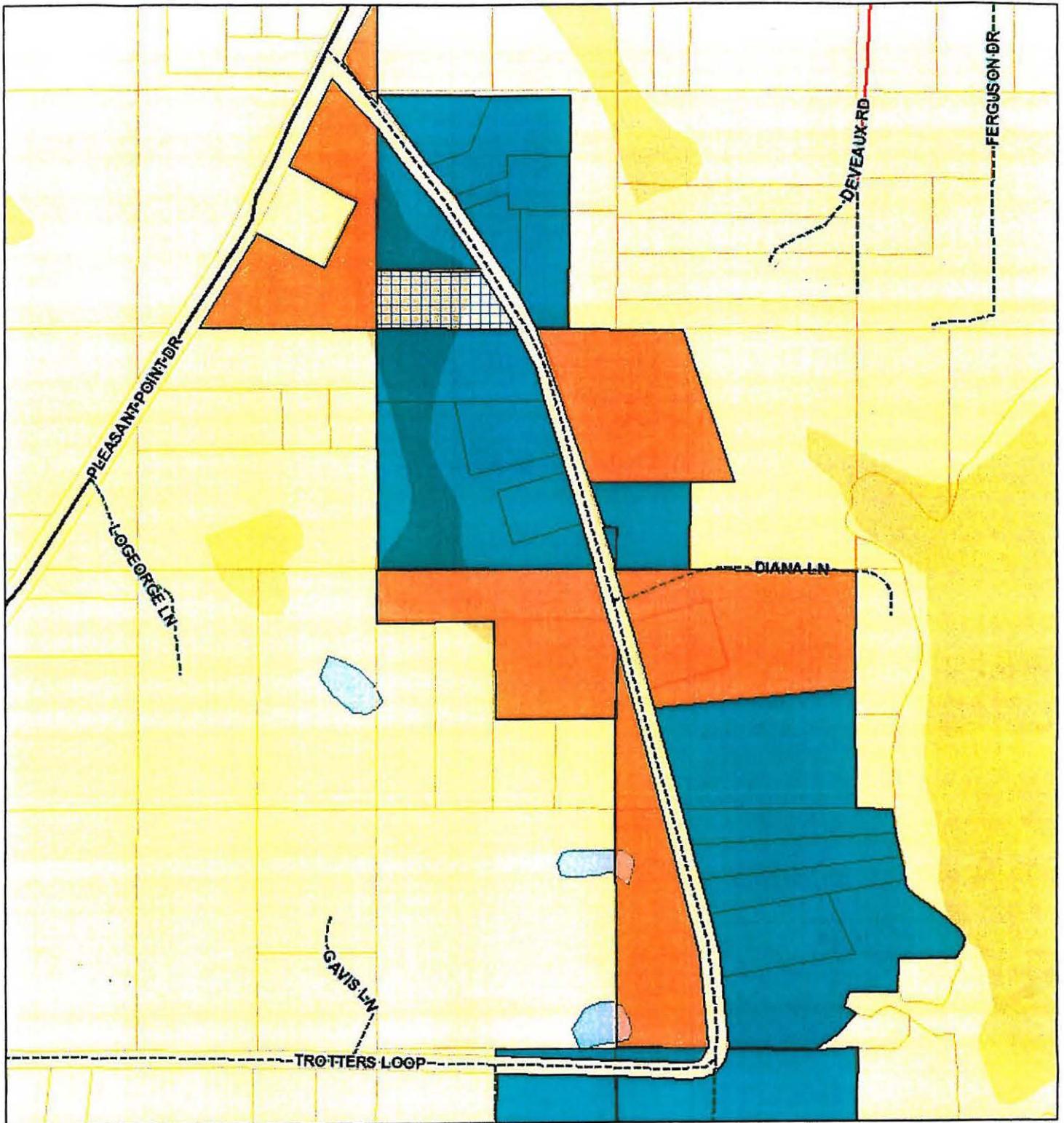
Should you have any questions or concerns, please contact Eric Klatt, Beaufort County Right-of-Way Manager at (843) 255-2698. Thank you for your time and consideration.

Sincerely,

J. Robert McFee, PE  
Division Director, Engineering and Infrastructure

JRM/EWK/cvs  
Enclosures: Deed, Map

# TROTTERS LOOP



R/W DEEDS HAVE BEEN SUBMITTED FOR 20 OF 30 ABUTTING PARCELS (SHOWN IN BLUE). OF THE REMAINING 10 PARCELS, 4 OF THE LISTED OWNERS ARE DECEASED, 3 LIVE OT-OF-TOWN, AND 1 HAS 9 LIVING PART-OWNERS.

DATE: January 23, 2015

TO: Honorable William L. McBride, Chairman  
Community Services Committee

FROM: Morris C. Campbell, ED, Community Services

RE: Recommended Needs Assessment Prioritization 2015

Based on the Needs Assessment public hearing held at the last Council meeting, Administrative staff's review and discussion of potential projects that could/would qualify for the Community Development Block Grant Program, we submit the following recommendation of rankings for consideration and approval.

Neighborhood Improvement Projects (multiple activities) in LMI neighborhoods:

- Buckingham Point
- Crystal Lake
- Salem Road
- Others as identified

Public Infrastructure and Facilities

- County community services One-stop facility
- Water/Sewer service
  - Seabrook
  - Stuart Point
  - Other areas as identified
- Drainage
  - Areas that qualify and are priorities of the Stormwater Utility Department

Infrastructure to Support New and/or Existing Businesses

Please let me know if you have any questions or if there is a need for us to provide additional information. Thank you.

c: Gary Kubic, County Administrator  
Joshua Gruber, Deputy County Administrator  
Monica Spells, Assistant County Administrator, CE&O  
Tony Criscitello, County Planning Director



**MEMORANDUM**

**TO: Morris Campbell  
Community Services/Beaufort County**

**FROM: Michelle Knight  
Lowcountry COG**

**DATE: January 22, 2015**

**RE: Needs Assessment 2015 – staff recommendations on prioritization by Community Services Committee  
For meeting discussion on January 26, 2015**

Per our discussion this memo is to provide the Community Services Committee with information regarding the ranking of priorities the previous year, a recap of the remarks from this year's public hearing and a status update on the County's current CDBG project.

During Council's 2/24/14 meeting they ranked priorities for 2014 in the following manner:

- 1) Multiple Neighborhood Improvement projects
- 2) Water, Sewer and/or Drainage Improvements
- 3) Infrastructure to Support New and/or Existing Businesses
- 4) Improvements to Public Facilities

During the 2015 public hearing the items that were specifically mentioned (in no particular order) included public water and water access in the Seabrook area, support of the Osprey Village project, the desire to have a "one stop" shop for community services that are provided through a number of local non profits and neighborhood improvements for safety purposes in low to moderate income areas. Reviewing the general ranking above from last year, I would probably make some minor alterations to format as we discussed but most of the needs would still fall in the first two categories. Please give me a call if we need to discuss more specifics regarding prioritizing the needs. I am also attaching a brief two page summary of what was discussed program wise at the public hearing on 1/12/15 as well as a draft format on the prioritization for your review.

Attachment (2)

## 2015 CDBG PROGRAM INFO

The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income. The program has been funded through the state since 1982 by US Dept of Housing and Urban Development under the Housing and Community Development Act of 1974, as amended (Title I). The annual allocation from HUD for the program is administered by SC Dept of Commerce Division of Community Grant Programs.

The State is anticipating receiving approx \$19,295,365 CDBG funds for 2015. This allocation has been divided among the SC's programs as follows:

Community Development (CD) Prgm:	\$16,116,505
• Community Infrastructure (CI)	\$10,216,505
• Community Enrichment (CE)	\$3,000,000
• Neighborhood Revitalization(NR)	\$2,000,000
• "Ready to Go"(RTG)	\$600,000
• Special Projects (SP)	\$300,000
Business Development (ED) Prgm:	\$2,000,000
Regional Planning Assistance	\$500,000
State Technical Assistance & Adm:	\$678,860

All projects have to meet a National Objective meaning:

- 1) Benefit low-to-moderate income persons;
- 2) Aid in the prevention or elimination of slums or blight;
- 3) Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community which are of a recent origin or recently became urgent and where other financial resources are not reasonably available to meet the need (AKA Urgent Need).

Also as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing as such I would remind you that we all have a right to be treated fairly in the sale and rental of housing, in residential real estate transactions and in the provision of brokerage services regardless of our race, color, religion, sex, familial status, or national origin. Title VIII of the Civil Rights Act of 1968 as amended and otherwise known as the Fair Housing Act affords us these protections. Fair Housing is the Law. If you believe that you have been treated unfairly and have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated. The City/County is committed to Fair Housing. For more information, please call us at 843-726-5536.

### Community Development Program:

App. Request Deadlines: CI - 3/13/15; CE, NR, SP - 8/14/15; RTG - ongoing

Full Submission Deadlines: CI – 4/13/15; CE, NR, SP – 9/14/15; RTG - 30 days after request made

Min/Max Amounts: \$50,000 Minimum

\$750,000 Maximum for CI; \$500,000 Maximum for CE, NR & RTG; \$150,000 SP

Match Requirements: 10% on everything

**CD General Prgm Description:** Designed to produce outcomes that improve citizen's quality of life and create a competitive environment for business by addressing essential community development needs, primarily of LMI persons. A CD application will compete within five categories that have the same general submission requirements.

- 1) Community Infrastructure: Must contribute to the creation of healthy and sustainable communities by alleviating documented threats to the public welfare of the community or providing improved access to critical public facilities needs including water, sewer, drainage, and roads. State priorities in order are: 1- significant improvements to existing infrastructure that address health concerns, 2- viable regional solutions or new service near business centers where it is cost effective, and 3- upgrades to address quality standards or new service that is not near business centers but is cost effective.
- 2) Community Enrichment: Program designed to fund facilities, services and other activities that strengthen existing communities and support a high quality of life within the following state priority areas: increasing economic competitiveness, education and workforce development, and safe and healthy communities.

*Economic Competitiveness examples*: Developing energy efficiencies for CDBG Public facilities, brownfield projects, downtown streetscape, planning for regional infrastructure.

*Education and Workforce Development examples*: Libraries; publicly owned (non school) facilities that mentor or offer extended education programs to at risk youth; and transportation oriented public facilities or services that serve LMI workforce populations.

*Safe and Healthy Communities examples*: Public safety facilities in LMI neighborhoods; demolition or clearance; health clinics or equipment; firefighting facilities or equipment serving LMI neighborhoods near business centers.

- 3) Neighborhood Revitalization: Program will assist in the development of sustainable communities through revitalization in town residential neighborhoods. Project must incorporate comprehensive strategies for linking commercial revitalization successes with improvements to neighborhoods that are adjacent to downtown/business centers. Activities include: Infrastructure, public facilities, housing, clearance, and public services. A completed neighborhood plan is a pre requisite to the application
- 4) Ready to Go: any project that is eligible under CI and CE programs and has completed all the activities necessary to be ready to bid within 60 days of an award.
- 5) Special Projects: designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partners to CDBG. These projects could include historic preservation, innovation, energy conservation, parks, trails/greenways. There should be significant leveraging, impact and community support. Has to meet a national objective. Priorities are: 1- Projects that impact ED or increase competitiveness, 2- Projects that address public health and safety or improve LT sustainability, and 3- energy conservation/historic preservation

#### **Business Development Program:**

Application Deadline: None. Application requests accepted as projects develop.

Min/Max based on cost per job amounts and types of jobs provided as a result of the investment:

\$50,000 Minimum/\$500,000 Maximum

Match Requirements: 10% of grant request on all other type projects

Program Description: Program provides assistance to units of local government to improve economic competitiveness and create opportunities for economic productivity; particularly through projects which will create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the growth and diversification of the local economy.



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

TO: Councilman William L. McBride, Chairman, Community Services Committee  
FROM: Dave Thomas, CPPO, Purchasing Director *DT*  
SUBJ: Request to Purchase six new minivans from State Contract for Beaufort County's Department of Disabilities and Special Needs  
DATE: January 20, 2015

**BACKGROUND:** The Purchasing Department received a request from the Department of Disabilities and Special Needs to purchase six new 2015 Dodge Grand Caravan minivans from Butler Dodge, a State contract vendor. Two of the vehicles are for staff support at the two new Community Training Homes (CTH) in Bluffton. The other vans will replace high mileage vans and support the Adult Employment (Day Program), whose numbers have increased dramatically in FY 2015. For further information see the attached DSN vehicle replacement chart.

Dodge has a lengthy production shutdown scheduled from 2/13/15 until 5/25/15. Three of the vans will be delivered in February, but the remaining vans delivery may be delayed until July, 2015.

<u>STATE CONTRACT VENDOR INFORMATION</u>		<u>COST</u>	<u>TOTAL</u>
Butler Dodge, Beaufort, SC	2015 Dodge Caravan	3 x \$23,096	= \$69,288
	2015 Dodge Caravan*	3 x \$23,136	= \$69,408
	Extra key	6 x \$125	= \$750
	Tax	6 x \$300U	= \$1800
	Total Cost		\$141,246

\*Comes with Daylight Running Lights.

**FUNDING:** Department of Disabilities and Special Needs - Vehicle Purchases. There is \$450,000 available to fund the upcoming vehicle replacement plan (attached Chart).

**FY 2014 COST:** N/A

**FOR ACTION:** Community Services Committee meeting occurring January 26, 2015.

**RECOMMENDATION:** The Community Services Committee approves the purchase of six (6) 2015 Dodge Grand Caravans from Butler Dodge, Chrysler, Jeep and recommends to County Council approval of the contract for a total purchase price of \$141,246.

CC: Gary Kubic, County Administrator *GKubic*  
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*  
Alicia Holland, Asst. Co. Administrator, Finance *AH*  
Monica Spells, Asst. Co. Administrator, Civic Engagement *MS*  
Morris Campbell, Community Services Director *MC*  
Mitzi Wagner, Disabilities and Special Needs Director *MW*

Attachments: State Contract Pricing, DSN Replacement Chart

## Van, Mini, 7/8 Passenger, Flex-Fuel

<u>Contract Number:</u>	5000013881	<u>Contractor:</u>	Butler Chrysler Dodge Jeep
<u>Initial Contract Term:</u>	11/1/13 – 10/31/14	<u>Address:</u>	1555 Salem Rd Beaufort, SC 29902
<u>Contract Rollover Dates:</u>	11/1/14 – 10/31/15	<u>Vendor #:</u>	7000002437
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Amy Hill
<u>Model:</u>	Dodge Grand Caravan (RTKH53) AVP/SE	<u>Email:</u>	<a href="mailto:amyhill@butlerchrysler.com">amyhill@butlerchrysler.com</a>
<u>Commodity Code:</u>	07192	<u>Telephone:</u>	(843) 522-9696 ext. 123
<u>Delivery :</u>	90-120 days ARO	<u>Fax:</u>	(843) 522-9696

\*\*\* There will be a lengthy shutdown in production from 2/13/2015 until 5/25/2015. The pricing will not change when production reopens in May. All orders to be built prior to the shutdown MUST be ordered by 11/14/14 to ensure January production\*\*\*

**BASE PRICE = \$21,093.00**

\* Click on the link above for an itemized listing of items included in the base price.

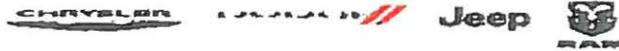
### Optional Additions

Rear Air Conditioning ... Factory Standard

### Optional Deductions

Auxiliary Power Connection - Standard State Spec ... Factory Standard

# Butler



1555 SALEM RD, BEAUFORT S.C. 29902  
(843) 522-9696

1/20/2015

<b>Buyer:</b>	Beaufort County Board of DSN
	100 Clearwater Way/PO BOX 129
	Port Royal SC 29935
	attn: Beth Cody

<b>Phone:</b>	
<b>Work:</b>	

<b>Cell:</b>	
<b>Phone:</b>	
<b>Fax:</b>	

<b>Make:</b>	Dodge
<b>Model:</b>	Grand Caravan
<b>Year:</b>	2015
<b>Color:</b>	Bright White
<b>VIN:</b>	t/b/d
<b>Stock #:</b>	t/b/d
<b>Mileage:</b>	t/b/d

<b>Make:</b>	
<b>Model:</b>	
<b>Year:</b>	
<b>Color:</b>	
<b>VIN:</b>	
<b>Stock #:</b>	
<b>Mileage:</b>	
<b>ACV:</b>	

**MSRP** \$25,085.00

**Sale Price** \$21,093.00

Options Included			
Backup Alarm		\$	128.00
Safety Pkg		\$	375.00
Aftermarket Vinyl Seats		\$	1,500.00
Extra Key		\$	125.00
<b>Options Total</b>			<b>\$2,128.00</b>

<b>Sub Total</b>	<b>\$23,221.00</b>
DOC	
Tag	
3% Tax	\$300.00
<b>Balance Due</b>	<b>\$23,521.00</b>
<b>Balance Due for 3 vehicles</b>	<b>\$70,563.00</b>

Manager Amy Hill Customer \_\_\_\_\_

<b>Insurance Information</b>			
Agency Name and Address:			
Policy No.:		Phone No.:	
Comp.:	Collision:	Insurance Company:	
Contact:	Date:	Effective Dates:	

# Butler



1555 SALEM RD, BEAUFORT S.C. 29902  
(843) 522-9696

1/20/2015

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	100 Clearwater Way/PO BOX 129
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	attn: Beth Cody

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<b>Work:</b>	

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<b>Phone:</b>	
<b>Fax:</b>	

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<b>Model:</b>	Grand Caravan
<b>Year:</b>	2015
<b>Color:</b>	Bright White
<b>VIN:</b>	t/b/d
<b>Stock #:</b>	t/b/d
<b>Mileage:</b>	t/b/d

<b>Make:</b>	
<b>Model:</b>	
<b>Year:</b>	
<b>Color:</b>	
<b>VIN:</b>	
<b>Stock #:</b>	
<b>Mileage:</b>	
<b>ACV:</b>	

**MSRP** \$25,085.00

**Sale Price** \$21,093.00

Options Included	
Backup Alarm	\$ 128.00
Safety Pkg	\$ 375.00
Daytime Running Lights	\$ 39.60
Aftermarket Vinyl Seats	\$ 1,500.00
<b>Additional Key</b>	<b>\$ 125.00</b>
<b>Options Total</b>	<b>\$2,167.60</b>

**Sub Total** \$23,260.60

DOC  
Tag  
3% Tax \$300.00

**Balance Due** \$23,560.60

**Balance Due for 3 vehicles** \$70,681.80

**Manager** Amy Hill **Customer** \_\_\_\_\_

Insurance Information			
Agency Name and Address:			
Policy No.		Phone No.:	
Comp.:	Collision:	Insurance Company:	
Contact:	Date:	Effective Dates:	

Number	Type	Year	Program	Mileage	Cost for Year 2014	Condition	Other	COST
18870	Ford Crown	1999	Admin	178,100	583.43	Fair	Replace 2016	
20148	Ford Crown	2001	Admin	130,448	242.13	Fair	Replace 2016	
20149	Ford Crown	2001	Admin	170,423	1,079.79	Fair	Replace 2016	
22997	Dodge Stratus	2006	Admin Bluffton	81,262	923.94	Good		
23103	Dodge Stratus	2006	Admin Bluffton	76,643	410.00	Good		
23204	Chevy Impala	2007	Admin	99,421	423.24	Good		
23206	Chevy Impala	2007	Admin Bluffton	114,732	627.96	Good		
23294	Chevy Impala	2008	Admin Bluffton	76,226	105.57	Good		
23459	Dodge Avenger	2010	Admin	64,626	1,266.84	Good		
23591	Ford Fusion	2012	Admin	41,122	272.58	Good		
38348	Chevy Impala	2014	Admin	7,627	139.50	X Good		
20232	Dodge/Ram 15 passage	2001	Day Program	182,242	1,931.42	Poor	Replace with a minivan	\$25,000
20233	Dodge/Ram 15 passage	2001	Day Program	159,145	917.50	Swapped out with PALS	Replace with a minivan	\$25,000
21581	Dodge/Ram 15 passage	2002	Day Program	132,237	1,903.38	Poor	Replace with a minivan	\$25,000
22911	Ford Lift Van	2004	Day Program	151,736	1,899.04	Poor	Currently out for repair est 1,600.00 Replace with new bus w/ lift	\$55,000
23102	Ford Club Wagon 15 passage	2006	Day Program	237,502	1,155.99	Fair	Replace 2016	
23107	Ford Club Wagon 15 passage	2006	Day Program	150,342	1,445.11	Fair	Replace 2016	

Number	Type	Year	Program	Mileage	Cost for Year 2014	Condition	Other	
23289	Ford Club Wagon 15 passage	2008	Day Program	172.152	1,892.22	Good		
23309	Ford Lift Van	2008	Day Program	100.902	2,413.52	Good		
23333	Goshen Coach	2008	Day Program	158.364	4,921.18	Off Fleet	Replace with new bus w/lift	\$55,000
33231	Ford Lift Van	2006	Day Program	103.502	3,375.79	Poor	Currently out for Repair on Lift Replace minivan w/ wheelchair tie down and ramp	\$50,000
38368	Ford Club Wagon 15 passage	2014	Day Program Breakers	1,120	150.22	Great		
38369	Ford Club Wagon 15 passage	2014	Day Program Breakers	6,414	230.22	Great		
23158	Dodge Caravan	2007	Day Program	155,411	1,825.98	Good		
?	Minivan	2015	Day Program				Based on the increase # of consumers and need for additional transportation	\$25,000
23196	Uplander	2007	Ivy Lane	114,004	1,402.25	Good		
23143	Ford Lift Van	2006	Chloe CTH	169,171	2,178.64	Good		
23144	Ford Lift Van	2006	Peyton Way	204,482	2,754.64	Fair	Currently Day Program using & they use Adm. Vehicle- Replace with Minivan with tie down	\$50,000
23145	Ford Lift Van	2006	Little Capers	147,696	2,674.33	Fair	Replace 2016	

38357	Grand Caravan	2014	Cottage Walk	6,370	280.28	XX Good		
22912	Dodge Caravan	2005	Port Royal Residence	159,142	1735.34	Good		
23169	Goshen	2006	Port Royal Residence	80,322	2,575.98	Fair	Replace 2016	
22971	Ford 15 passage	2006	Port Royal Residence	70,081	2,453.45	Good	Vehicle just hit & totaled- Replace with minivan with tie down	\$50,000
?	Minivan	2015	Pinercrest				New Bluffton House	\$25,000
?	Minivan	2015	Lakes Crossing				New Bluffton House	\$25,000
<b>TOTAL COST</b>								<b>\$410,000</b>

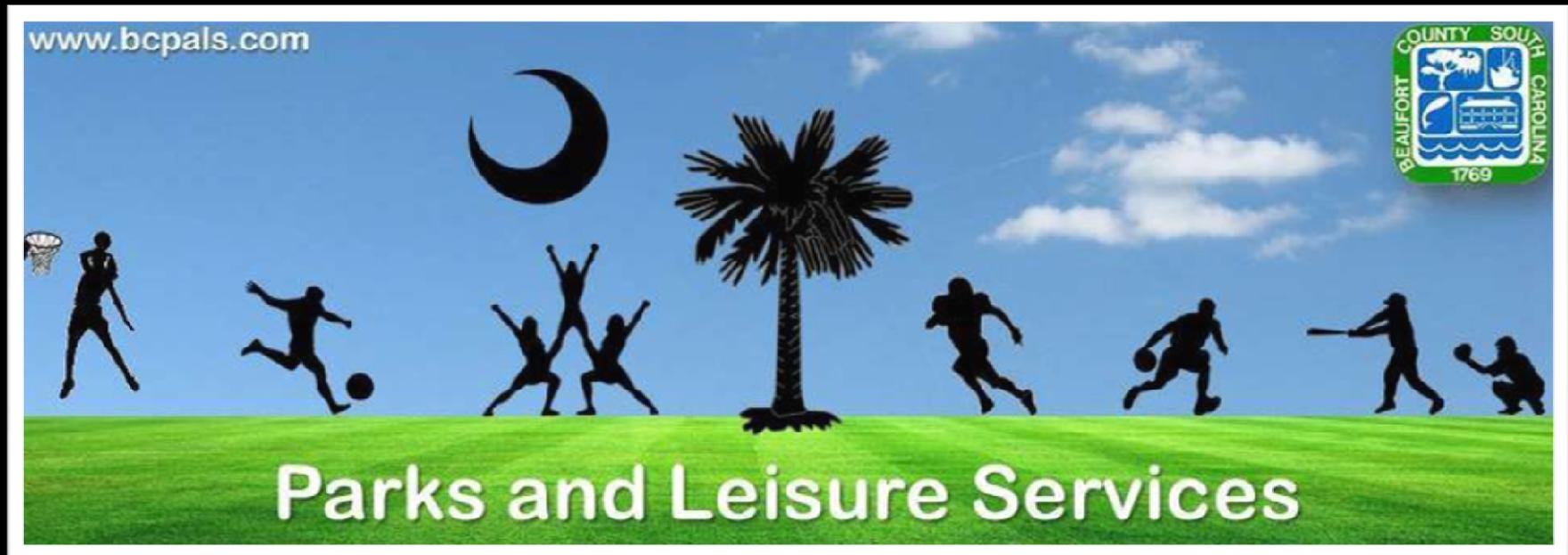


# *Beaufort County PALS*

Presentation to  
Beaufort County Council  
Community Services Committee  
January 26, 2015

# Overview

- Indoor pool hours modification
- Update on PALS Advisory Board Activity



# Indoor Pool Hours

- Three indoor pools
  - Beaufort (adjacent to Beaufort High School)
  - Battery Creek (adjacent to Battery Creek High School)
  - Bluffton (adjacent to Michael C. Riley Elementary School)
- Current hours
  - Monday - Friday, 6 am to 8 pm
  - Saturday, 7 am to 2 pm
- 3-month study of indoor pool usage (April-June 2014)
  - Minimal use between hours of 6 am to 3 pm at Beaufort and Battery Creek
    - Exception: Mid-day water aerobics at Beaufort pool
  - Presented at Community Services Committee meeting held on October 27, 2014

# Indoor Pool Hours

- Recommendation: Amend indoor pool hours
  - Bluffton: No changes recommended
    - Rationale: Only one pool south of the Broad River
  - Beaufort:
    - Monday, Wednesday, Friday: 6:00 am - 8:00 pm
    - Tuesday, Thursday: 12:00 pm to 8:00 pm
    - Saturday: 7:00 am - 2:00 pm (unchanged)
  - Battery Creek:
    - Monday, Wednesday, Friday: 12:00 pm - 8:00 pm
    - Tuesday, Thursday: 6:00 am - 8:00 pm
- *Learn-to-Swim activities with BCSD will not be compromised or reduced*

# *Indoor Pool Hours*

- Pros and Cons of suggested hour changes
- Pros
  - Estimate annual cost difference of over \$56K in personnel costs alone
  - At least one pool NOB open for early morning lap swimmers Monday through Friday
- Cons
  - Greater travel distance for some early morning swimmers
  - It's a change to existing schedule

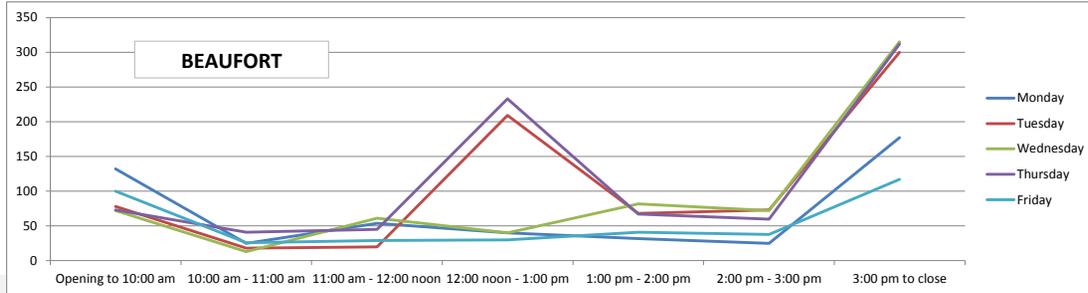
# *PALS Advisory Board Activity Update*

- Approved two policy directives at meeting of 12/4/14
- Late Pickup Policy
  - Imposes fees for late pickup of children from after school and summer camp
    - Zero to 10 minutes: \$5 (after exceeding grace periods allowed)
    - 11-15 minutes: \$10
    - 16-20 minutes: \$15
    - 21-25 minutes: \$20
    - 26-30 minutes: \$25
    - Over 30 minutes: \$30 (with applicable protocol followed)
- Establishment and Management of Registration Periods
  - Introduces early registration period w/ discount incentive
  - Eliminates late registration period and late fees

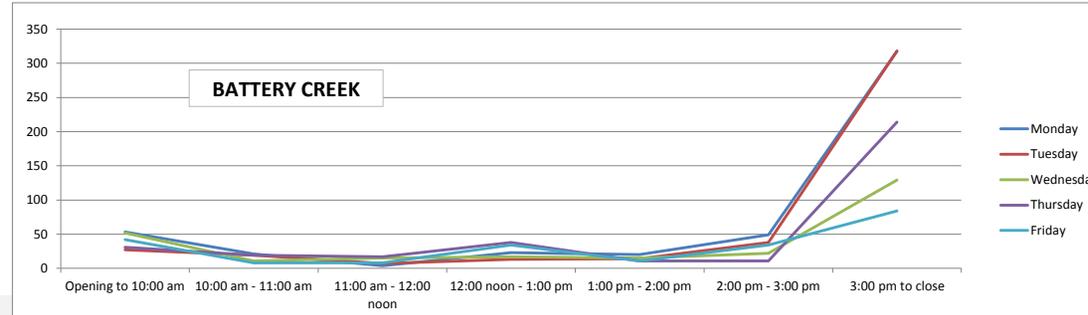
# *PALS Advisory Board Activity Update*

- **Strategic Planning**
  - Community Services Committee, at its 10/27/14 meeting expressed a desire to meet with PALS Advisory Board
  - PALS Advisory Board Strategic Planning Committee will meet this month, with the joint meeting to follow (dates are TBD)
- **Strategic Planning Objectives**
  - Plot a path forward for delivery of recreational services in Beaufort County
  - Define PALS core functions and provide the best products/service(s) possible, given identified constraints

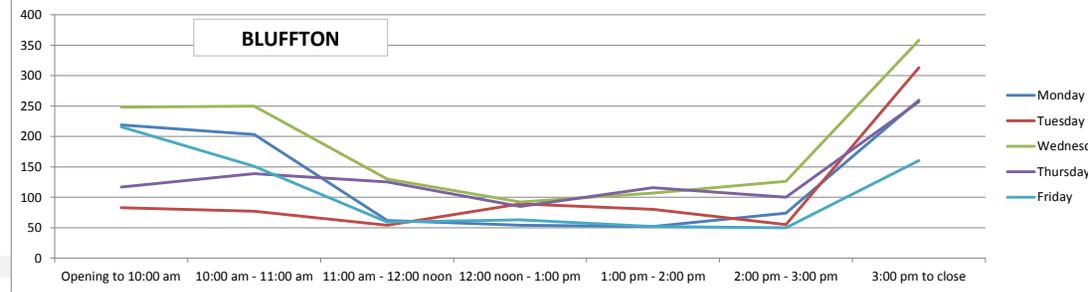
BEAUFORT INDOOR POOL						
April-June 2014						
Number of Patrons	Monday	Tuesday	Wednesday	Thursday	Friday	Totals
Opening to 10:00 am	132	78	72	73	100	455
10:00 am - 11:00 am	25	18	13	41	26	123
11:00 am - 12:00 noon	54	20	61	45	29	209
12:00 noon - 1:00 pm	40	209	40	233	30	552
1:00 pm - 2:00 pm	32	68	82	67	41	290
2:00 pm - 3:00 pm	25	73	72	60	38	268
3:00 pm to close	177	300	315	312	117	1221
	485	766	655	831	381	3118



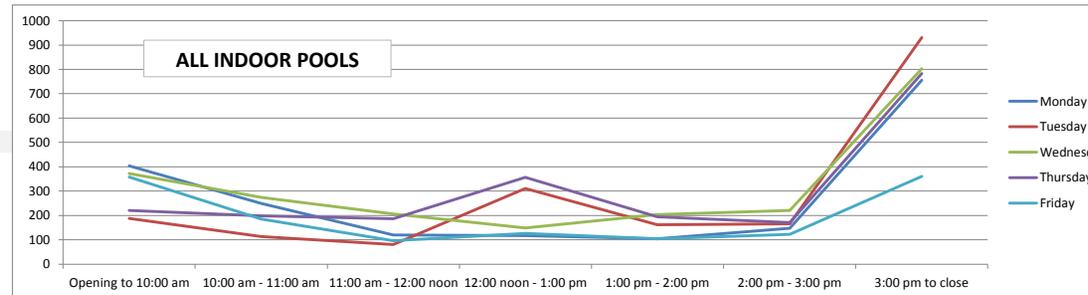
BATTERY CREEK POOL						
April-June 2014						
Number of Patrons	Monday	Tuesday	Wednesday	Thursday	Friday	Totals
Opening to 10:00 am	53	27	52	31	42	205
10:00 am - 11:00 am	21	19	11	19	8	78
11:00 am - 12:00 noon	4	7	15	17	8	51
12:00 noon - 1:00 pm	23	13	17	38	34	125
1:00 pm - 2:00 pm	20	14	15	11	11	71
2:00 pm - 3:00 pm	49	38	22	11	34	154
3:00 pm to close	318	318	129	214	84	1063
	488	436	261	341	221	1747



BLUFFTON INDOOR POOL						
April-June 2014						
Number of Patrons	Monday	Tuesday	Wednesday	Thursday	Friday	Totals
Opening to 10:00 am	219	83	248	117	216	883
10:00 am - 11:00 am	203	77	250	139	151	820
11:00 am - 12:00 noon	62	54	130	125	59	430
12:00 noon - 1:00 pm	54	89	92	85	63	383
1:00 pm - 2:00 pm	52	80	107	116	52	407
2:00 pm - 3:00 pm	74	55	126	100	50	405
3:00 pm to close	260	313	358	257	160	1348
	924	751	1311	939	751	4676



Aggregate						
Monday	Tuesday	Wednesday	Thursday	Friday	Totals	
Opening to 10:00 am	404	188	372	221	358	1543
10:00 am - 11:00 am	249	114	274	199	185	1021
11:00 am - 12:00 noon	120	81	206	187	96	690
12:00 noon - 1:00 pm	117	311	149	356	127	1060
1:00 pm - 2:00 pm	104	162	204	194	104	768
2:00 pm - 3:00 pm	148	166	220	171	122	827
3:00 pm to close	755	931	802	783	361	3632
<b>Totals</b>	<b>1897</b>	<b>1953</b>	<b>2227</b>	<b>2111</b>	<b>1353</b>	<b>9541</b>



Typical Pool Staffing	Hrly Wage	Avg of all Rates						
Manager	\$15.53	\$14.12						
WSI	\$14.96							
Head Lifeguard	\$13.36							
Lifeguard PT	\$12.63							
<i>Note: Pools are staffed with 3 - 4 personnel depending on scheduled activities.☒ DHEC guidelines require at least three guards anytime pool is open to the public.</i>								
<b>Average Personnel Cost of one Indoor Pool Hour (3.5 x avg rate)</b>	<b>\$49.42</b>							
<b>Current Hours</b>	<b>Saturday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Total Hrs Per Week</b>	<b>Personnel Cost</b>
Bluffton	7 am - 2 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	73	\$3,607.66
Battery Creek	7 am - 2 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	73	\$3,607.66
Beaufort	7 am - 2 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	73	\$3,607.66
							<b>Totals</b>	<b>219</b>
								<b>\$10,822.98</b>
<b>Option "Zero"</b>	<b>Saturday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Total Hrs Per Week</b>	<b>Personnel Cost</b>
Bluffton	7 am - 2 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	48	\$2,372.16
Battery Creek	7 am - 2 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	48	\$2,372.16
Beaufort	7 am - 2 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	8 am - 10 am 3 pm - 8 pm	6 am - 10 am 3 pm - 8 pm	48	\$2,372.16
							<b>Totals</b>	<b>144</b>
								<b>\$7,116.48</b>
<b>Option #1</b>	<b>Saturday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Total Hrs Per Week</b>	<b>Personnel Cost</b>
Bluffton	7 am - 2 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	73	\$3,607.66
Battery Creek	7 am - 2 pm	12 pm - 8 pm	6 am - 8 pm	12 pm - 8 pm	6 am - 8 pm	12 pm - 8 pm	59	\$2,915.78
Beaufort	7 am - 2 pm	6 am - 8 pm	12 pm - 8 pm	6 am - 8 pm	12 pm - 8 pm	6 am - 8 pm	65	\$3,212.30
							<b>Totals</b>	<b>197</b>
								<b>\$9,735.74</b>
<b>Option #2</b>	<b>Saturday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Total Hrs Per Week</b>	<b>Personnel Cost</b>
Bluffton	7 am - 2 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	8 am - 8 pm	6 am - 8 pm	73	\$3,607.66
Battery Creek	7 am - 2 pm	2 pm - 8 pm	2 pm - 8 pm	2 pm - 8 pm	2 pm - 8 pm	2 pm - 8 pm	53	\$2,619.26
Beaufort	7 am - 2 pm	6 am - 8 pm	12 pm - 8 pm	6 am - 8 pm	12 pm - 8 pm	6 am - 8 pm	65	\$3,212.30
							<b>Totals</b>	<b>191</b>
								<b>\$9,439.22</b>
<b>Personnel Cost Difference</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Annually</b>					
No Change to Hours	\$0.00	\$0.00	\$0.00					
Option "Zero"	(\$3,706.50)	(\$16,104.74)	(\$193,256.91)					
Option #1	(\$1,087.24)	(\$4,724.06)	(\$56,688.69)					
Option #2	(\$1,383.76)	(\$6,012.44)	(\$72,149.25)					

# Attention Parents / Guardians

## *New Late Pickup Policy*

***Effective January 1, 2015, the following fees shall apply to Parks and Leisure Services After School and Summer Camp Activities in instances where children are not picked up following normally scheduled program end of day times:***

Time elapsed since end of day	Applicable Fee (per child)
0 – 10 minutes	\$5 <i>*Free grace period not to exceed three occurrences during school year or summer camp, whichever is applicable. No grace period shall be applied in any case where the child is picked up over 10 minutes late.</i>
11 – 15 minutes	\$10
16 – 20 minutes	\$15
21 – 25 minutes	\$20
26 – 30 minutes	\$25
Over 30 minutes	\$30 Additionally, staff will follow established protocol for contacting parents, or law enforcement if no one authorized to pick up the child can be reached

***All late fees incurred in a given month must be paid in full concurrent with payment for next service interval. Failure to satisfy outstanding charges in a timely manner may result in suspension or forfeiture of registration in all PALS activities, to be determined at the discretion of the Parks and Leisure Services Director.***



child abuse prevention association  
post office box 531 • beaufort • sc • 29901  
phone 843.524.4350 • fax 843.525.0070 • capa714@earthlink.net  
www.capabeaufort.org

December 5, 2014

Mr. Gary Kubic  
Beaufort County Administrator  
PO Drawer 1228  
Beaufort, SC 29901

Dear Mr. Kubic:

As a member of Beaufort's Child Abuse Prevention Association (CAPA), I have been asked by the Board of Directors to explore the possibility of a land transfer from Beaufort County to CAPA.

[REDACTED]

As Beaufort County grows, the CAPA mission to provide prevention, intervention and programs targeted at breaking the cycle of child abuse and neglect has increased. The shelter operated at, or near, capacity this past year. With increased programs directed at family intervention by the South Carolina Department of Social Services, the need to expand the shelter is quite important.

CAPA would like to acquire approximately 0.39 acres of real estate immediately north of the shelter. Enclosed exhibit shows the area in question. If the county would donate the real property to CAPA, we would have the specific parcel surveyed and a legal description prepared. This donation would greatly enhance our ability to continue serving Beaufort County in preventing child abuse.

If you have questions, please contact me or Christine Wilson, Executive Director of CAPA.

Sincerely,

Charles F. Braddock  
843.645.9566

Enclosure

cc: Brian Flewelling, Beaufort County Council  
Joshua A. Gruber, Deputy County Administrator  
Alice Howard, Beaufort County Council  
Scott Marshall, Parks and Leisure Services



The Child Abuse Prevention Association (CAPA), a United Way agency accredited by the Council on Accreditation, serving children and families of Beaufort and surrounding counties for over 30 years.



**ORDINANCE NO. 2015 /**

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

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

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

First Reading: December 8, 2014  
Second Reading: January 12, 2015  
Public Hearing:  
Third and Final Reading:

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

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

First Reading: December 8, 2014  
Second Reading: January 12, 2015  
Public Hearing:  
Third and Final Reading:

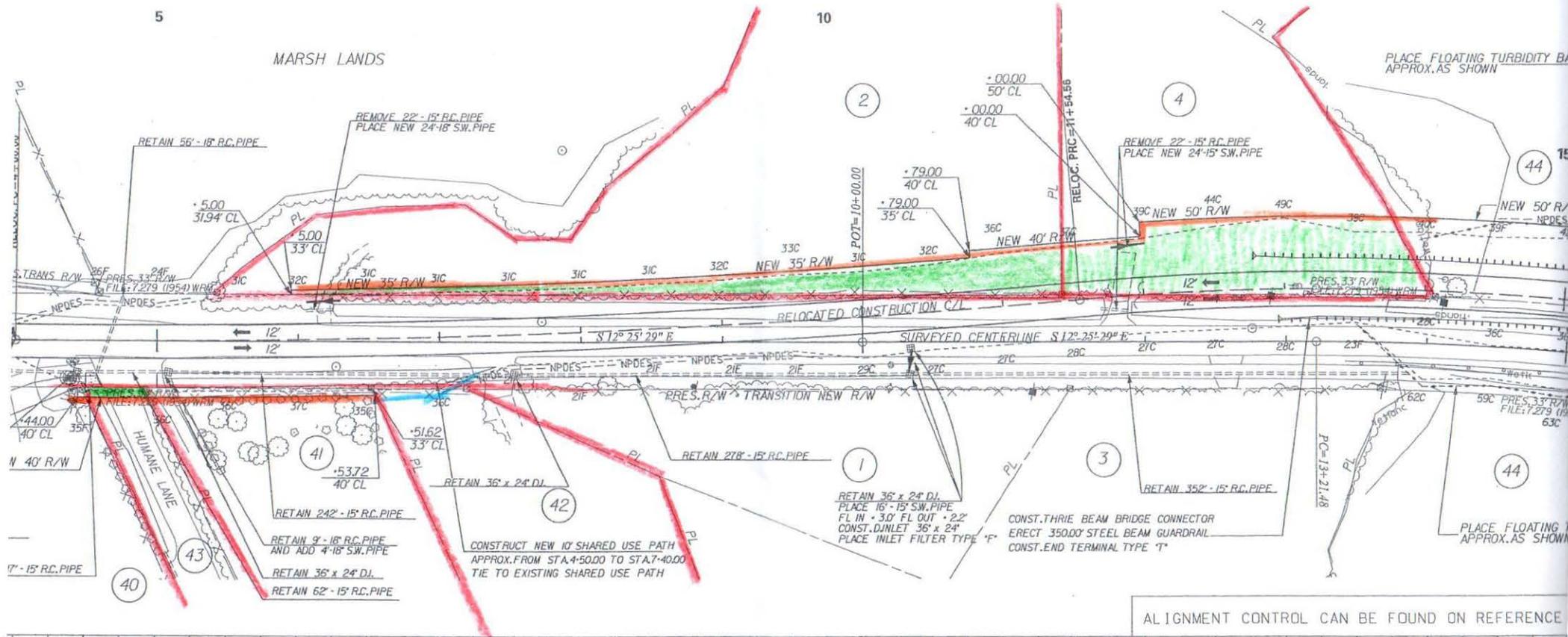
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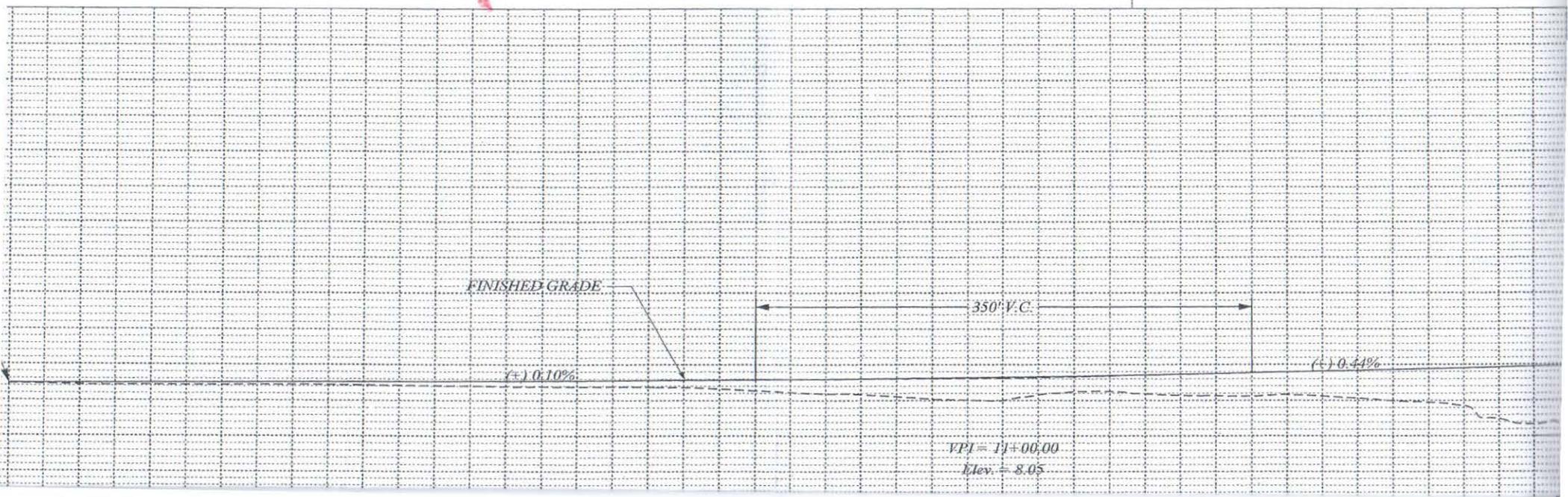
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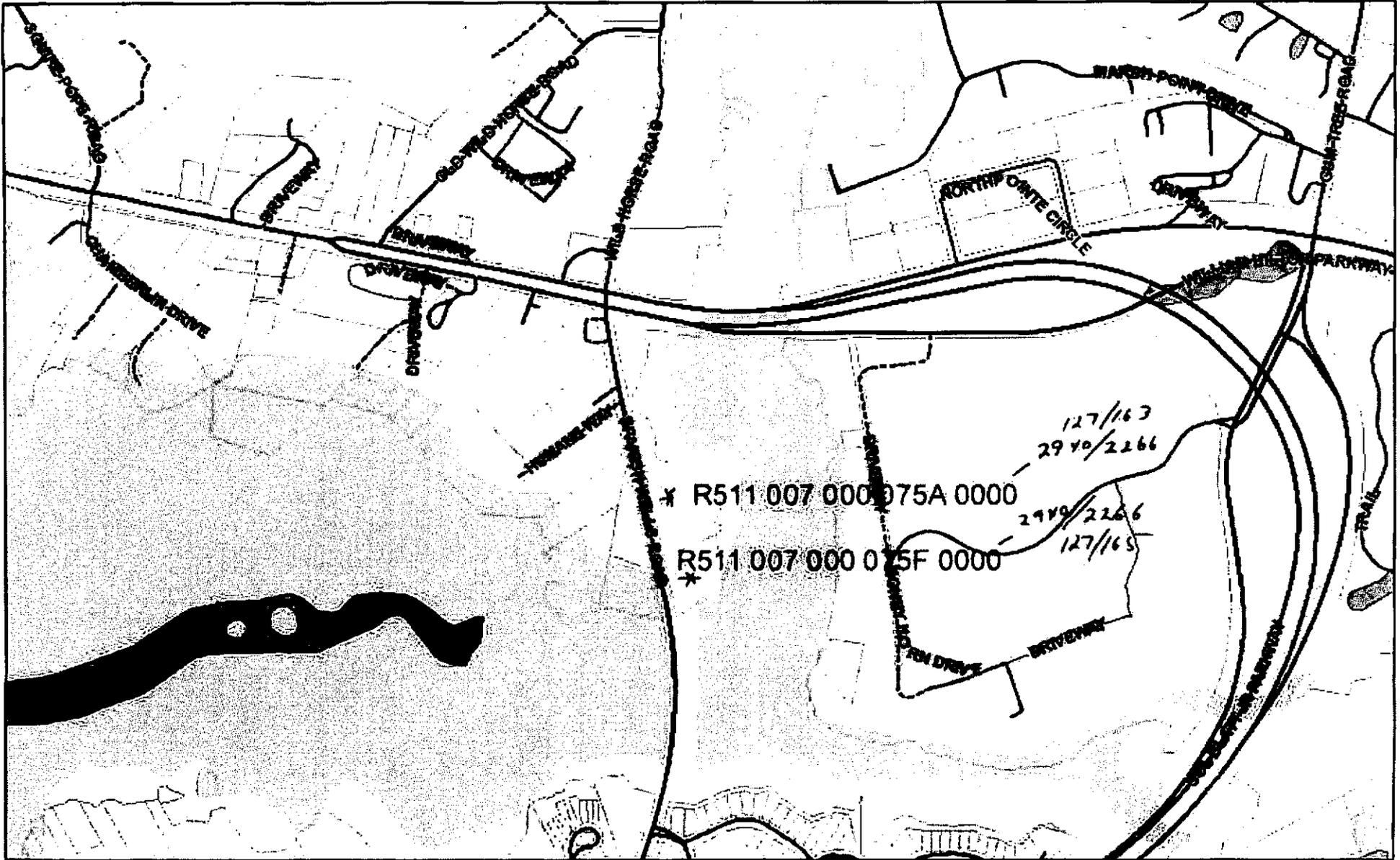
MARSH LANDS

PLACE FLOATING TURBIDITY BA APPROX. AS SHOWN



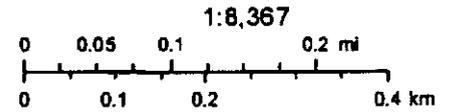
ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE





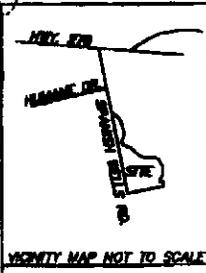
October 16, 2014

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





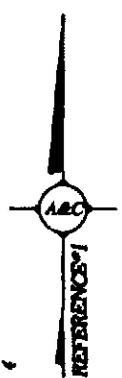
2005  
18035



- NOTES**
- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
  - 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
  - 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
  - 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
  - 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
  - 6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREIN NAMED PARTY(IES). THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE HERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

**PLAT REFERENCE**  
1. PLAT BOOK 107, PAGE 185

BEAUFORT COUNTY S.C. ROD  
BK 00127 PGS 0143.  
DATE: 03/30/2009 10:43:54 AM  
INBT # 2008017369 RCPTS 579864



**FLOOD NOTE:**  
THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE 'X' PER F.E.M.A. FLOOD INSURANCE RATE MAP. SEE COMMUNITY MAP #20250, PANEL 8 D A SPECIAL FLOOD HAZARD AREA BASE FLOOD ELEVATION 14.0' M.S.L. MAP NUMBER: SEPT. 28, 1998

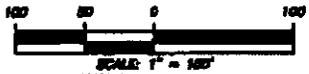
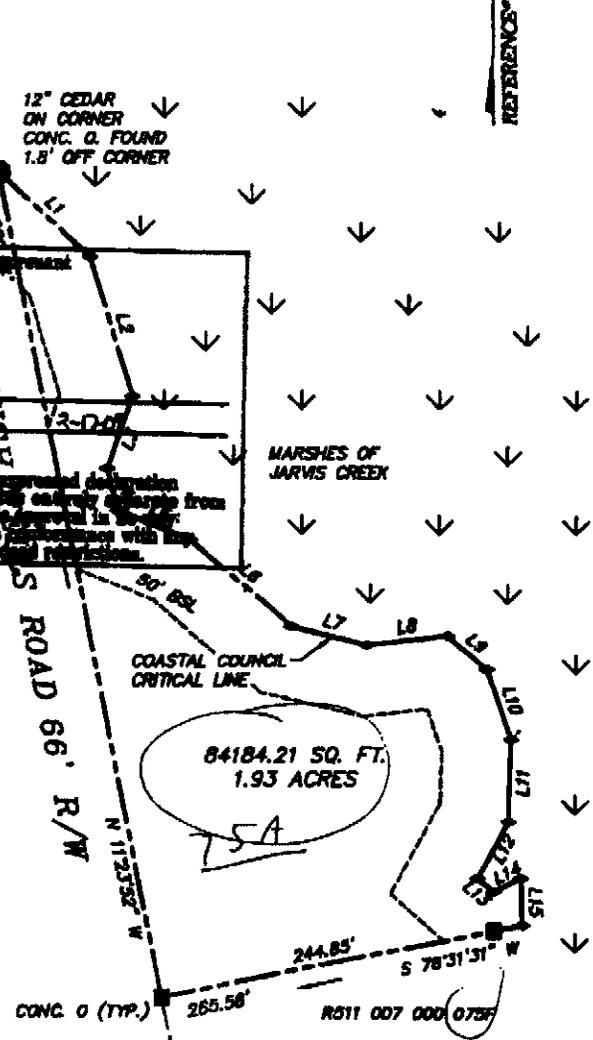
This plat does not constitute development to the Town of Hilton Head Island, SC Land Management Ordinance Section:

16-1-100(1)  
 16-1-100(2)  
 16-1-100(3)

Certified by: *U. Colin*  
 Title: *Dev. Plat* Date: *1-3-2009*

**Disclaimer:**  
 The Town of Hilton Head Island makes no expressed declaration of policy that the public regulation of land use is separate from and independent of private restrictions. The approval in this plat implies that the proposed development is in accordance with any restrictive covenants, private agreements or deed restrictions.

LINE	BEARING	DISTANCE
L1	S 47°42'41" E	89.76'
L2	S 17°02'17" E	104.18'
L3	S 18°26'38" W	54.32'
L4	S 14°32'24" E	30.87'
L5	S 87°31'21" E	25.40'
L6	S 49°30'37" E	88.75'
L7	S 78°30'44" E	25.70'
L8	N 83°13'46" E	58.33'
L9	S 90°03'36" E	37.24'
L10	S 19°43'43" E	22.40'
L11	S 01°28'20" W	58.52'
L12	S 38°27'11" W	46.16'
L13	S 49°14'17" E	14.96'
L14	N 63°24'53" E	21.89'
L15	S 01°42'18" E	33.80'



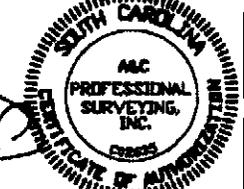
EQUIPMENT USED: SOKKIA TOTAL STATION  
 FREEDOM 1/INFINITY  
 FIELD WORK COMPLETED: 01/29/2009

I hereby state that to the best of my knowledge, information and belief, the survey shown herein was made by the methods of land surveying in South Carolina, and made or caused the measurements for a Chain & Survey or qualified thereto. Also there are no title encumbrances or prohibitions other than shown. In my opinion the property shown is the true and correct boundaries of the subject parcel(s). Survey and plat made in accordance with the subject surveyors seal. Witness my official signature and seal this 29th day of January, 2009.

**A & C**  
 PROFESSIONAL SURVEYING, INC.  
 www.aandc.com

**EQUIPMENT:**  
 LOT No.: -  
 BLOCK: -  
 PLAT BOOK: -  
 DATED JANUARY 28, 2009  
 LOT No.: 0000  
 DRAIN BY: 00C  
 CHECKED BY: MDC

PREPARED FOR: JAY AULD AND BILLY FLOYD



**PLAT OF 1.93 ACRES,  
 KNOWN AS  
 R511 007 000 075A**

HILTON HEAD ISLAND BOUNDARY BEAUFORT COUNTY, S.C.

# EXHIBIT B

THE STATE OF SOUTH CAROLINA

PERMISSION FOR:

COUNTY OF BEAUFORT

CONSTRUCTION SLOPES

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

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

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

### SPECIAL PROVISIONS:

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

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

Checked \_\_\_\_\_ By \_\_\_\_\_  
Recorded \_\_\_\_\_ By \_\_\_\_\_  
Project BR07(009) File 7.039102 Tract 42

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

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

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

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

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

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

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

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

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

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

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

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

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

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

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

The Bonds shall be issued as fully-registered bonds; shall be dated as of their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest at such times as hereafter designated by the County Administrator at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Security for the Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, pursuant to Section 12 of Article X of the Constitution and this Ordinance, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

Section 14. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 15. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

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

Section 17. Filings with Central Repository. In compliance with Act No. 442 (1994 Acts), the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days for the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

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

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

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

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

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

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

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

Section 21. Miscellaneous. The County Council hereby authorizes the County Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and First Southwest as Financial Advisor, in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading: December 8, 2014

Second Reading: January 12, 2014

Public Hearing:

Third and Final Reading:

(FORM OF BOND)

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

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</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 named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable \_\_\_\_\_ 1, \_\_\_\_\_ and semiannually thereafter on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance of the County authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, there shall be levied annually by the Auditor of Beaufort County and collected by the Treasurer of Beaufort County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Bluffton Township Fire District (the "Fire District").

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

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

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

[Redemption Provisions]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable

property in the County sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

ATTEST:

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

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Ordinance of Beaufort County, South Carolina.

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

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

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

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

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

under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(state)

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ (Name and Address of Transferee) \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

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

\_\_\_\_\_  
(Authorized Officer)

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Clerk, County Council

FORM OF NOTICE

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

The proceeds of the Bonds will be used: (a) to defray the cost of the construction of fire facilities and the purchase of additional equipment, including but not limited to fire trucks; (b) to pay costs of issuance of the Bonds; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

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

BEAUFORT COUNTY, SOUTH CAROLINA

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

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

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

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

Electronic Bids:

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

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

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
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The Bonds will bear interest from the date thereof payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing \_\_\_\_\_, until they mature.

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

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

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

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

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

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

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

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

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2015 in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchasers at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds.

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

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_, 2015, is executed and delivered by Beaufort County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Series 2015 Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2015 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

“Series 2015 Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for all Series 2015 Bonds to which the document applies.

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

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

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

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

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Bonds (including persons holding Series 2015 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2015 Bonds for federal income tax purposes.

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

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

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

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2015 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Series 2015 Bonds, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2015 Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

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

## SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2014. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

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

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

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

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
  - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
  - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
  - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
    - “Principal and interest payment delinquencies;”
    - “Non-Payment related defaults, if material;”
    - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
    - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
    - “Substitution of credit or liquidity providers, or their failure to perform;”
    - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
    - “Modifications to rights of securities holders, if material;”
    - “Bond calls, if material;”
    - “Defeasances;”
    - “Release, substitution, or sale of property securing repayment of the securities, if material;”
    - “Rating changes;”
    - “Tender offers;”
    - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
    - “Merger, consolidation, or acquisition of the obligated person, if material;” and
    - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
  - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

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

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

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

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data.”

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

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

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

### SECTION 3. Content of Annual Reports.

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

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

True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

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

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

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

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

(a) The occurrence of any of the following events with respect to the Series 2015 Bonds constitutes a Notice Event:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

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

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

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

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

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Series 2015 Bonds and the 9-digit CUSIP numbers for the Series 2015 Bonds as to which the provided information relates.

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

SECTION 7. Voluntary Filing.

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

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

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

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

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2015 Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2015 Bonds, when the Issuer is no longer an obligated person with respect to the Series 2015 Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2015 Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Series 2015 Bonds or under any other document relating to the Series 2015 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Series 2015 Bonds or any other party. The Disclosure Dissemination Agent shall have

no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Series 2015 Bonds.

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

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

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2015 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

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

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Series 2015 Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2015 Bonds, and shall create no rights in any other person or entity.

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

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

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

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

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

BEAUFORT COUNTY, SOUTH CAROLINA, as Issuer

By: \_\_\_\_\_  
Name: Gary Kubic  
Title: County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

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

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

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

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

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

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

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

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

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

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2015 Bonds as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

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

\_\_\_\_\_

cc:

EXHIBIT C-1  
EVENT NOTICE COVER SHEET

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

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

---

Issuer's Six-Digit CUSIP Number:

---

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

---

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

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

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

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

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

Signature:

---

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

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

Date:

EXHIBIT C-2  
VOLUNTARY EVENT DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

EXHIBIT C-3  
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

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

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

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

Signature:

\_\_\_\_\_

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

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

Date:

2015 /

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

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

1. Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point road would need to meet the County’s separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer.
2. As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit.
3. The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed.

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

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

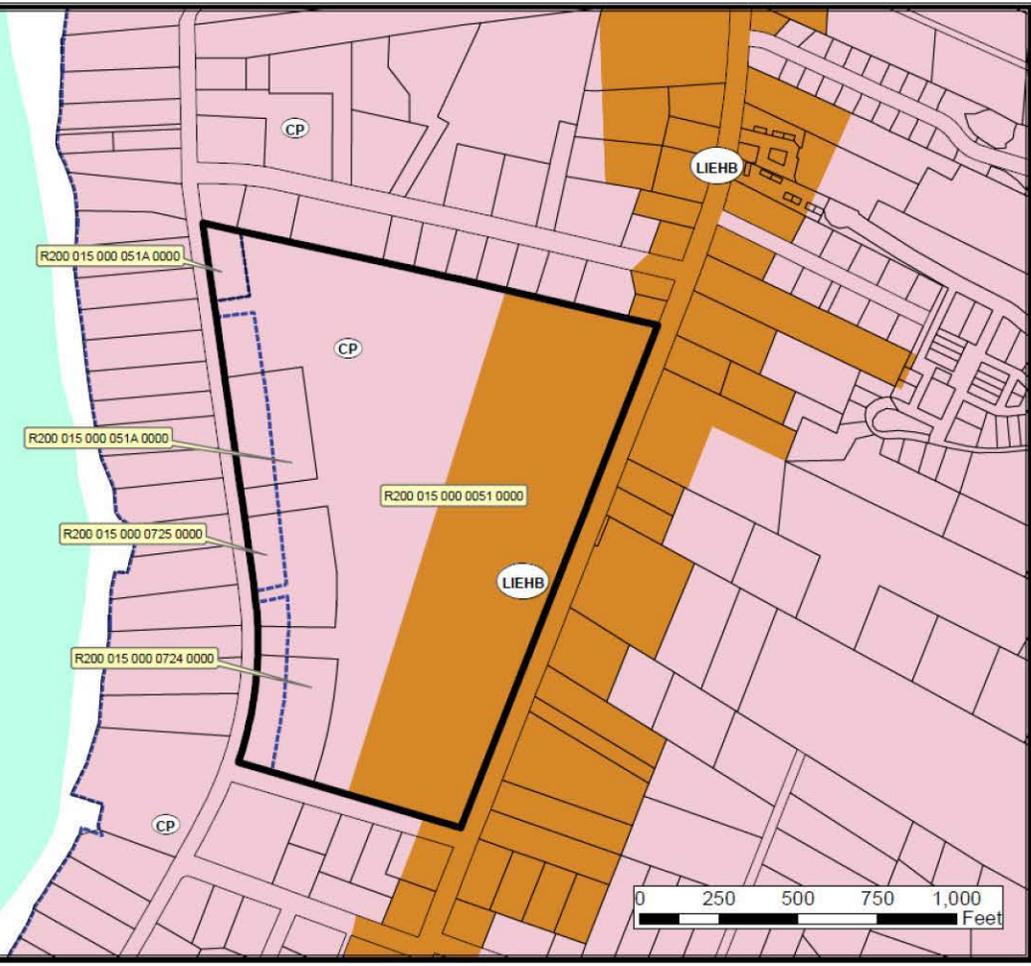
\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

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

First Reading: December 8, 2014  
Second Reading: January 12, 2015  
Public Hearing:  
Third and Final Reading:

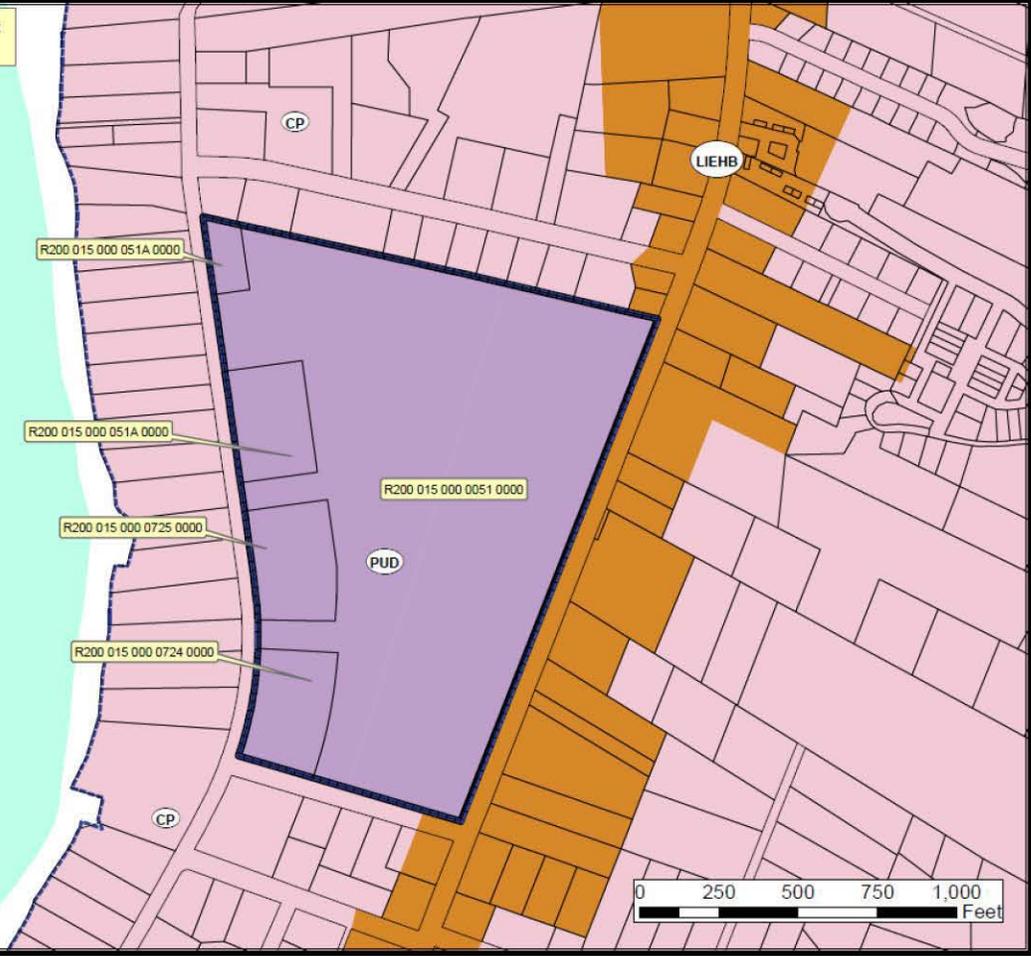
**LI ZONING CURRENT:**  
as of September 4, 2014



Focus Area  
CP Districts  
District  
Community Preservation (CP)  
Ladys Island Expanded Home Business (LIEHB)



**LI ZONING PROPOSED CHANGE:**  
as of September 4, 2014



CP Districts  
Focus Area  
District  
Community Preservation (CP)  
Ladys Island Expanded Home Business (LIEHB)  
Planned Unit Development (PUD)



# **The Village at Oyster Bluff, Lady's Island Planned Development District Master Plan Narrative**

## **I. Zoning History, Project Introduction and Overview**

The proposed Village at Oyster Bluff on Lady's Island, is a replacement zoning district for the PUD known formerly as The Village at Lady's Island PUD. The proposed Village PUD Master Plan regulatory scheme consists of general narratives, Proposed Layout, Community Standards, Architectural Standards and Projected Land Uses.

The initial PUD was originally approved in 1996 by Beaufort County under the development regulations generally referred to as ordinance 90-3 (as amended) for 200 dwelling units (81 single family and 119 multi-family) and 12 commercial lots at a gross density of approximately 6 density units per acre. At the time the original PUD was approved in 1996, the underlying zoning was Development District (DD), permitting residential development up to 8 units per care. The property is a +/-39.03 Acre tract of land situated along Sam's Point Road on Lady's Island at the intersection of Oyster Factory Road. The original PUD was designed as a Neo-Traditional community incorporating a mix of housing types and commercial uses. It was a complement to the larger single family home lots created from the holdings along Factory Creek that were the Maggionne Oyster Factory which ceased operations in the early 1980s, and were platted independently of the PUD. The PUD area is the interior area on the other side of Sunset Boulevard that bisected the oyster factory holdings of the Maggionne family.

In December of 2009, a request was made by the applicant to extend the expiration date (December 31, 2010) of the Village PUD. The extension was requested in part because of the 2004 changes to Section 106-7 of the ZDSO that imposed an expiration date on low impact developments, which otherwise would have continued in effect indefinitely, as well as the negative market forces which had developed after the housing/financing crash of 2007-2008, which inhibited construction. A new narrative was prepared addressing the matters required under Section 106-2445 and 2447. Both the original The Village PUD and 2009 new narrative are attached (Exhibit K).

That 2009 submission was not approved, generally because the proposed density in 2009 was considered to be too high by staff and the Lady's Island Community Preservation Committee, and the County was embarking on a revision to its zoning code incorporating form based code principles. The applicant has continued to work with staff and the Lady's Island Community Preservation Committee to achieve a mixed use plan which is not as dense as that proposed in 2009, but also incorporates concepts from the community code being adopted by the County.

The applicant requests an approval for a new Planned Development District, PDD, The Village at Oyster Bluff PDD that is in keeping with the graduated density and commercial mixed use approach originally approved in The Village PUD. This new PDD proposes a total residential density of 2.92 units per acre, a total of 114 single family units (113 units located in the T-3N and 1 unit located in the T-4 HC). (See Table 1) The proposed density is nearly half the density originally approved back in 1996 and nearly a third less than the underlying zoning at the time. Additionally, and in light of the pending new Beaufort County Community Development Code, this proposed submittal draws from development standards from within the County's new Code and also implement standards that are in keeping with current housing market conditions. In other words, this proposed project's development standards will be an amalgam of both the new Beaufort County Community Development Code and modification to those codes that are constructive to market demand. (See Exhibit J)

**Table 1**

<u>Transect</u>	<u>Acres</u>	<u>Units</u>
<b><u>Oyster Bluff T-3 Neighborhood</u></b>	<b>+/-33.54 AC</b>	<b>113 SF</b>
<b><u>Oyster Bluff T-4 Hamlet Center</u></b>	<b>+/- 5.49 AC</b>	<b>1 Apartment</b>
<b><u>Total:</u></b>	<b>+/-39.03 AC</b>	<b>114</b>
	<b><u>Total Density:</u></b>	<b>2.92 Units/AC</b>

**II. Existing Conditions**

The subject property owner and applicant, McNeal Land Company, submits this application.

The application seeks approval of The Village at Oyster Bluff PDD based on the conditions of the pending Beaufort County Community Development Code, modifications to the New Code, and the matters contained in the application.

The Village at Lady's Island approximately 39.09 acres have been planned based on available information. Aerial photography was used to identify hardwood tree groupings for master planning efforts. Changes may be required based on constraints identified during the development permit process. This parcel is located along Sam's Point Road on Lady's Island at the intersection of Oyster Factory Road. Tree cover consists of a mixture of hardwoods (See Exhibit B). The property drains west towards Factory Creek. Prior to the widening of Sam's Point Road, and in anticipation of the development of this parcel under the original PUD, cooperative drainage easements were developed from Sam's Point Road to other properties owned by McNeal which ultimately discharge into Factory Creek at an outfall provided by McNeal. The attached Exhibits give detailed information regarding the existing conditions of the property. These items include:

**A. Boundary & Wetland Surveys**

The boundary survey plat (see Exhibit C) of the property contains the following information: 1) Vicinity Map 2) Boundary and Dimensions 3) Existing Easements 4) Existing Roads and Access Points 5) Property Owners of Adjacent Properties 6) Existing Drainage Ways 7) Setbacks and Buffers

**B. Wetlands Permit**

There are no freshwater wetlands on the property.

**C. Topography**

See Exhibit C Boundary Plat

**D. Conceptual Stormwater Master Plan**

See Exhibit D Drainage Master Plan

**E. Conceptual Water Distribution Master Plan**

See Exhibit E Water Master Plan

**F. Conceptual Wastewater Collection Master Plan**

See Exhibit F Sewer Master Plan

### **III. Development Master Plan**

The project will be developed in accordance with the proposed Beaufort County Community Code, as modified herein. Access points, wetlands, archeology and storm water methods have been coordinated. The final location of roads, lagoons, open spaces, buildings, parking, active recreational/athletic sites and other elements may vary at the time of Development Permit Applications. The plan demonstrates a potential arrangement of land uses and road corridors. The final layout will vary based on development needs, market conditions and environmental constraints. The property will be accessed from two separate locations on Sam's Point Road, two separate locations on Oyster Factory Road and one location on Sunset Boulevard. The two entrance locations on Sam's Point Road have been coordinated and approved by SCDOT. In response to community concerns, and contrary to the established pattern of development along Sunset Boulevard, the lots along Sunset Boulevard do not take direct access from Sunset Boulevard, but incorporate an interior alley/roadway system that provides limited interconnectivity to that Road across to Sam's Point Road. The Master Plan allows for the development of single family residential, commercial and active recreational areas in accordance with the pending Beaufort County Community Code as modified herein.

Preliminary phasing for the project is illustrated in the attached Phasing Plan (Exhibit G). Location and engineering for each phase will occur as the market demands and budgets apply.

#### **A. Site Design and Development Standards**

The project development standards will emulate the proposed Beaufort Community Code Zoning and Development Standards proposed for adoption for T-3 Neighborhood (T3N) and T-4 Hamlet Center (T-4HC) Transects, as modified herein (Exhibit J) and named The Village at Oyster Bluff Modified T3 Neighborhood and The Village at Oyster Bluff T-4 Hamlet Center Standards, respectively. The applicant intends to responsibly exercise the design functions entrusted to the applicant as the private developer under the Village at Oyster Bluff architectural design guidelines imposed by restrictive covenants. In addition, architectural and design standards will meet or exceed Article 5 of the pending Community Code (Dated 02/2014) or as modified herein (Exhibit N). See Exhibit L for an example Conceptual Plan for The Village at Oyster Bluff T-4HC transect.

Standards for parking, lighting, landscaping, signage and streets will meet or exceed the pending Community Code (Dated 02/2014) or as modified herein. The Master Plan will meet or exceed the minimum tree requirements as required by Division 5.11: Resource Protection

Standards of the proposed Community Code.

Site Development within the Village at Oyster Bluff is governed by the Development Standards included as part of this Master Plan approval. Exterior buffers and setbacks are shown on Table 2, and internal setbacks are included in Exhibit J.

**Table 2:**

<b>Street ROW/Boundary</b>	<b>Oyster Bluff T-3 HN</b>	<b>Oyster Bluff T4-HC</b>
<b>SC HWY 802 (Sam's Pt. Road)</b>	<b>50'</b>	<b>10'</b>
<b>Oyster Factory Road</b>	<b>0'</b>	<b>10'</b>
<b>Sunset Boulevard</b>	<b>15'</b>	<b>N/A</b>
<b>Northern Boundary</b>	<b>0'</b>	<b>N/A</b>

## **B. Storm Water Management**

The Stormwater Management Plan is shown on Exhibit D. The storm water layout is preliminary and subject to change pending final design of the drainage system and approval by OCRM and the Beaufort County Engineering department. The storm water will be filtered through the series of interconnected lagoons or equivalent Best Management Practices (BMP) prior to being released into an existing drainage culvert that was previously installed under Sunset Boulevard to convey storm water run off from this tract and the adjacent area into Factory Creek. Additionally, infiltration techniques will be investigated along with other items such as Littoral Shelves at the time of the final drainage system and development permit.

The proposed storm drainage system will comply with the current

Beaufort County Ordinance, Beaufort County BMP Manual and OCRM regulations and will meet or exceed these requirements. The final storm water design will be submitted along with other final engineering documents at the time of the development permit application.

### **C. Utility Services**

#### 1) Potable Water Distribution

Potable Water will be provided by Beaufort-Jasper Water & Sewer Authority (BJWSA). An existing water main on Sam's Point Road will provide adequate flow to support this project (See letter of availability from BJWSA).

#### 2) Wastewater Collection

Wastewater Collection will be provided by a combination of gravity sewers, pumping station(s), and force main(s) located throughout the site. The wastewater will be collected and pumped to an existing force main located on Sam's Point road where it will be transported to a wastewater facility owned and operated by BJWSA.

#### 3) Electric & Gas Supply and Service

Power will be provided by South Carolina Electric and Gas; however, gas is not currently available to the project.

#### 4) Telecommunication Service

Telecommunication service will be provided by Hargray Communications. Communications. The telecommunications infrastructure will include voice, data, and video facilities. Initial Master Plan approval does not amend any rights provided to a landowner by the Public Service Commission or South Carolina law.

#### 5) Lady's Island St. Helena Fire District

The community is in the Lady's Island St. Helena Fire District jurisdiction. The water supply system will be designed to provide fire flow to adequately serve the site. (See attached letter of service from the Lady's Island St. Helena Fire District)

### **D. Proposed Roadways**

In addition to the internal drives, a system of pedestrian walks and nature trails is planned. The proposed nature trail will be used by property owners for recreation, exercise and ecological education. A conceptual plan of the proposed nature trail and drive network is illustrated on the Master Plan (Exhibit A). The actual layout may differ at the time of development permit submission, based upon actual engineering and future planning, so long as the terms of the Concept Plan are respected and followed.

Roadways and drives will be owned and maintained by The Village at Oyster Bluff property association.

#### **E. Ownership and Maintenance of Common Areas and Utilities**

##### 1) Common Areas

Development of the property will be owned and maintained by The Village at Oyster Bluff's property association. All easements, buffers, active recreation/athletic areas, open space, nature trails, etc., will be owned by The Village at Oyster Bluff's property association. This ownership will include the maintenance of facilities, lagoons and drainage on the property.

##### 2) Utilities

Beaufort-Jasper Water & Sewer Authority will own and operate the water and sewer facilities necessary for this project. Electrical Power facilities will be owned and operated by SCE&G, or other provider as approved by the Public Service Commission. In addition any Telecommunication Facilities will be owned and operated by Hargray Communications or other provider.

#### **IV. Vesting Provision**

The provisions of this PDD, and all phases of development set forth in the Master Plan, shall be vested against any future changes to Beaufort County law or zoning and development ordinances if Owner shall have achieved Substantial Development. "Substantial Development" shall mean (1) the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits) of not less than twenty-five percent (25%) of the total Development proposed for the property, as shown and depicted on the Master Plan, or 2, the completion of the drainage and paving of the County owned road known as Oyster Factory Road, by the Owner or Developer. Upon the occurrence of either of these alternative

events, the Property shall be entitled to complete construction of the as of then undeveloped remaining areas of the Property in accordance with the specifications of the Master Plan.

## **V. Land Use Parcel Delineations and Uses**

The property delineates approximately 39.03 Acres. The land uses are labeled on the Master Plan to identify the most likely uses expected under the applicant's current development forecasts. Of the total acres, approximately 5.49 Acres are commercial, approximately 33.54 Acres are residential with +/-10.77 Acres of common open space.

Development of the property will be subject to design guidelines that comply with the development standards of the pending Beaufort County Community Code as modified herein. All environmental standards, including Best Management Practices regarding storm water runoff, will be demonstrated at the time of final design and Development Permit Application. Future development permits will be issued for site specific development on each site upon individual applications for development approval which demonstrate compliance with these applicable use and site standards.

## **VI. Traffic Impact and Mitigation**

The proposed Village at Oyster Bluff development is located north of Oyster Factory Road between Sam's Point Road and Sunset Blvd. in Beaufort, South Carolina. For the Planned Unit Development (PUD) traffic analysis, the project is assumed to include 114 single family homes, a 16 fueling position gas station, 10,000 square feet (sf) of office space, and 29,000 sf of self storage with one apartment over the storage office. Detailed site planning will identify site circulation plan for the development to ensure proper traffic flow and truck access to the proposed land uses.

Development access is planned via two full access driveways on Sam's Point Road, one right-in, right-out driveway on Sam's Point Road and two full access driveways on Oyster Factory Road. Two full access curb cuts exist today on Sam's Point Road for this property, but would need to be upgraded for the design of the new use of the property. Traffic was assigned to the proposed right-in, right-out driveway (Driveway #3) in the analysis, however, this location is subject to South Carolina Department of Transportation (SCDOT) approval as an additional access point for the site along Sam's Point Road. If this location is not granted by SCDOT, it is expected that these trips would access the site via Driveway #2 or Driveway #4 and would increase the traffic demand at those driveways. The spacing of the access points on Oyster Factory Road is subject to Beaufort County approval. An additional access point is being contemplated on Sunset Boulevard. This access point is projected to have limited use from the

residential units. In the analysis, these trips were combined into Driveway #5 trip distribution.

For the purposes of this Traffic Impact Analysis (TIA), proposed development is assumed complete in 2019.

This report presents the trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands.

The following intersections were included in this analysis based on the direction of Beaufort County staff:

- Sam's Point Road (US 21) at Sea Island Parkway (US 21 Business)
- Sam's Point Road at Oyster Factory Road
- Oyster Factory Road at Sunset Blvd.
- Project driveways

All intersections currently operate at LOS D or better.

In the 2019 no build conditions, the delay and congestion are projected to increase at study area intersections. Intersection splits were optimized at the intersection of Sam's Point Road at Sea Island Parkway in the 2019 no build conditions but additional roadway improvements were not assumed. The unsignalized study area intersections operate at LOS D or better for both the AM and PM peak hour 2019 no build scenarios. However, Sam's Point Road at Sea Island Parkway operates at LOS E during the AM peak hour and LOS D during the PM peak hour.

The following improvements were assumed in the 2019 build analysis:

- Oyster Factory Road paved from Sunset Boulevard to Sam's Point Road
- Construction of a westbound left-turn lane on Oyster Factory Road from Driveway #4 to Sam's Point Road
- Upgrade of Driveway #1 and Driveway #2 on Sam's Point Road to SCDOT driveway standards each with exclusive left- and right-turn lanes

Sam's Point Road at Sea Island Parkway, Sam's Point Road at Oyster Factory Road, and Sam's Point Road at Driveway #2 are projected to operate with elevated delay during the AM peak hour conditions. Sam's Point Road at Sea Island Parkway is projected to continue to operate at LOS E with an increase in delay of three percent from the 2019 AM peak hour no build conditions. A specific improvement has not been identified at this time for this intersection. It is recommended that the potential for improvements at this intersection be revisited when the final land uses are designed for the site to determine what

improvement or improvements, such as installation of turn lanes are needed for the intersection.

The unsignalized intersections of Sam's Point Road at Oyster Factory Road and Sam's Point Road at Driveway #2 are projected to operate at with elevated delay for side street left-turn operation in the morning. Side street delay at minor approaches on major roadways is not uncommon. Exclusive left-turn lanes are already planned for these movements.

**PROPERTY ACREAGE SUMMARY**

TOTAL ACRES:	+/- 39.03 ACRES
OYSTER BLUFF T-4 HAMLET CENTER ACREAGE:	+/- 5.49 ACRES
OYSTER BLUFF T-3 NEIGHBORHOOD ACREAGE:	+/- 33.54 ACRES
TOTAL OPEN SPACE:	+/- 10.77 ACRES (27.5%)

**LOT SUMMARY**

 45' LOTS* (45' X 110')	-	30 UNITS
 55' LOTS* (55' X 110'/115')	-	37 UNITS
 65' LOTS* (65' X 115')	-	46 UNITS
 Oyster Bluff T-4 Hamlet Center	-	1 UNIT

TOTAL UNITS	114 LOTS
DENSITY	2.92 UNITS/ACRE

\*Oyster Bluff T-3 Neighborhood (T3N)

 Oyster Bluff T-4 Hamlet Center Main Building "Facade Zone"

**LEGEND**

-  1 PARK (5.28 TOTAL ACRES)
-  2 CLUBHOUSE
-  3 POOL
-  4 PLAYGROUND
-  5 LAKE (1.78 TOTAL ACRES)
-  6 FISHING GAZEBO
-  7 LOOPED FITNESS TRAIL
-  8 LAGOON



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# The Village at Oyster Bluff Master Plan

BEAUFORT COUNTY, SOUTH CAROLINA

August 15, 2014



NORTH

GRAPHIC SCALE



0 100' 200' 300'

THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.