

**AGENDA
COLLETON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, JULY 28, 2015
6:00 P.M.
COUNTY COUNCIL CHAMBERS, OLD JAIL BUILDING**

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Roll Call
4. Appearances & Public Presentations
 - a) Promise Zone Presentation given by Southern Carolina Alliance
5. Approval of Minutes
 - a) Regular Meeting June 2, 2015
 - b) Special Meeting June 19, 2015
 - c) Special Meeting June 24, 2015
 - d) Special Meeting July 21, 2015
6. Awards and Recognitions
 - a) Colleton County Council Proclamation – Proclaiming the Week of July 27 – August 2, 2015 as Gullah-Geechee Nation Appreciation Week
7. Administrator’s Briefing
8. Public Hearing
 - a) Ordinance 15-O-07, Granting Easement No. 893051 to South Carolina Electric and Gas Across a Portion of Property Owned by Colleton County Located along Robertson Boulevard between North Jefferies Boulevard and Colleton Loop in or near the City of Walterboro, County Colleton, SC; Such Easement is to be Used for the Installation, Operation and Maintenance of Electrical and Gas Facilities within Colleton County, SC; to Authorize Execution and Recording of the Easement Documents; and Other Matters Related Thereto.
 - b) Ordinance 15-O-08, To Enact Regulations Regarding Smoking in Public Places in order to Protect the Public Against the Harmful Effects of Secondhand Smoke.
 - c) Ordinance 15-O-09, Granting a Lease to Willtown Tavern, LLC and to Authorize the County Administrator to Negotiate, Finalize, Execute and Record a Lease Document for Willtown Tavern, LLC; and Other Matters Related Thereto.

9. Old Business

- a) 3rd Reading Ordinance 15-O-07, Granting Easement No. 893051 to South Carolina Electric and Gas Across a Portion of Property Owned by Colleton County Located along Robertson Boulevard between North Jefferies Boulevard and Colleton Loop in or near the City of Walterboro, County Colleton, SC; Such Easement is to be Used for the Installation, Operation and Maintenance of Electrical and Gas Facilities within Colleton County, SC; to Authorize Execution and Recording of the Easement Documents; and Other Matters Related Thereto.
- b) 3rd Reading Ordinance 15-O-08, To Enact Regulations Regarding Smoking in Public Places in order to Protect the Public Against the Harmful Effects of Secondhand Smoke.
- c) 3rd Reading 15-O-09, Granting a Lease to Willtown Tavern, LLC and to Authorize the County Administrator to Negotiate, Finalize, Execute and Record a Lease Document for Willtown Tavern, LLC; and Other Matters Related Thereto.

10. New Business

- a) 1st Reading Ordinance 15-O-11, To Ratify FY15 Grant And Budget Resolutions And Related Appropriations For All Funds; To Ratify Transfer And Other Resolutions Previously Authorized By Council; And Other Matters Related Thereto.
- b) Resolution 15-R-70, To Authorize Execution of a Hangar Lease Agreement by and Between Colleton County and the Walterboro-Colleton County Airport Commission.
- c) Resolution 15-R-71, To Authorize Renewal of an Agreement Between Colleton County and the South Carolina Department of Juvenile Justice for the Housing/Detention of Juveniles.
- d) Resolution 15-R-72, To Authorize the Budgeting of Funds for Various Grants Received for FY 2015-2016
- e) Resolution 15-R-73, To Authorize Execution of an Agreement Between Colleton County on Behalf of The Colleton County Sheriff's Office and Alcohol & Drug Abuse for the Provision of Services for the Alcohol Enforcement Team (AET).
- f) Resolution 15-R-74, To Award the Contract for Architectural and Engineering Services for the Airport Terminal Renovation Project to Watson Tate Savory Architects, Inc.

- g) Resolution 15-R-75, To Award the Contract for Architectural and Engineering Services for the Harrelson Building Customer Service Center Project to Mead and Hunt, Inc.
 - h) Resolution 15-R-76, To Award the Contract for Architectural and Engineering Services for the Colleton County Solid Waste Transfer Station Project to Alliance Consulting Engineers, Inc.
 - i) Resolution 15-R-77, To Award the Contract for LPA Design Engineer for Various Transportation and Enhancement Projects.
 - j) Resolution 15-R-78, To Award the Contract for HVAC Maintenance and Repairs for Colleton County to Commercial & Residential H & A, LLC.
 - k) Resolution 15-R-79, To Approve a Mutual Aid Agreement Between the Colleton County Sheriff's Office and the Beaufort County Detention Center.
 - l) Resolution 15-R-80, To Authorize a Fund Balance Appropriation from Fund 142 - Infrastructure/Industrial Development Fund for Direct Assistance to CCEDC, One, Inc. for Economic Development Projects.
 - m) Resolution 15-R-81, To Approve the Facility Operation Agreement between Colleton County and the Colleton Center for the Operation of the Hampton Street Auditorium.
 - n) Resolution 15-R-82, To Approve Renewal of Service Contracts for the Sheriff's Office.
 - o) Resolution 15-R-83, To Appoint Members to Board Vacancies.
- 11. Items for Information and Public Record
 - 12. Public Comments (3 minutes per person/max time 20 min.)
 - 13. Council Time
 - 14. Executive Session
 - a) Economic Development
 - 1) Project Global
 - 2) Project Lion King
 - 3) Project Cricket
 - 4) Project GP
 - 5) Project Shellfish
 - b) Contractual
 - 1) Property Insurance
 - 2) CPST- Bank of New York – REPO Trust Agreement
 - c) Legal Brief – Pending Litigation and FOIA

15. Old Business
 - a) 2nd Reading Ordinance 15-O-10, To Provide For The Issuance And Sale Of Not Exceeding \$_____ Taxable General Obligation Bonds Of Colleton County, South Carolina; To Prescribe The Purposes For Which The Proceeds Shall Be Expended, Including The Refunding Of Special Source Revenue Bonds Of The County; To Provide For The Payment Thereof; And Other Matters Relating Thereto.
16. Adjournment
17. Informal Meeting of the Whole



Proclaiming the Week of July 27 – August 2, 2015 as Gullah-Geechee Nation Appreciation Week

WHEREAS, Colleton County is one of the oldest counties in South Carolina, and in the 18th century, Colleton County and the South Carolina coast became the locale of some of the richest rice plantations in the South which were linked to specific West African ethnic groups who became known as *Gullah-Geechee*; and

WHEREAS, the Gullah-Geechee civilization originated in West Africa, and its people came to the United States as slaves to work on rice plantations, specifically in the coastal regions, including South Carolina; and with their African fare, original language, and craftsmanship, the Gullah-Geechee people left their mark on southeastern South Carolina; and

WHEREAS, the Gullah-Geechee culture has had a powerful impact on the Low Country of South Carolina, including Colleton County, and these Gullah-Geechee influences have helped to define our southern lifestyle and culture; and

WHEREAS, the preservation and celebration of the Gullah-Geechee culture has gained momentum due to the Gullah-Geechee Cultural Heritage Act, created by United States Representative James Clyburn, as well as the efforts of others such as Queen Quet, Chieftess of the Gullah-Geechee Nation and Kwame Sha, co-founders of the International Gullah-Geechee Nation Celebration and the annual Gullah-Geechee Nation Music and Movement Festival; and

WHEREAS, it is appropriate to recognize the importance of bringing awareness and appreciation for this rich culture and history in order to increase understanding of all the contributions the Gullah-Geechee have given to our area.

NOW, THEREFORE BE IT RESOLVED that Colleton County Council does hereby recognize the 2015 Gullah-Geechee Nation International Music and Movement Festival and proclaim the week of July 27-August 2, 2015 as Gullah-Geechee Nation Appreciation Week in Colleton County and encourages its citizens to participate in educational activities aimed at increasing both knowledge and appreciation of this rich culture.

Adopted this 28th day of July, 2015.

ATTEST: _____
Clerk to Council

BY: _____
Steven D. Murdaugh, Chairman

Sponsor(s): County Council
First Reading: May 5, 2015
Committee Referral: N/A
Committee Consideration Date: N/A
Committee Recommendation: N/A
Second Reading: June 2, 2015
Public Hearing: July 28, 2015
Third Reading: July 28, 2015
Effective Date: Immediately

I, _____,
Council Clerk, certify that
this Ordinance was advertised
for public hearing on _____.

ORDINANCE NO. 15-O-07

COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[An Ordinance Granting Easement No. 893051 to South Carolina Electric and Gas Across a Portion of Property Owned by Colleton County Located along Robertson Boulevard between North Jefferies Boulevard and Colleton Loop in or near the City of Walterboro, County Colleton, SC; Such Easement is to be Used for the Installation, Operation and Maintenance of Electrical and Gas Facilities within Colleton County, SC; to Authorize Execution and Recording of the Easement Documents; and Other Matters Related Thereto.]

WHEREAS:

Colleton County Council deems it to be in the best interest of the County to grant an Easement to South Carolina Electric and Gas across a portion of property owned by Colleton County located along Robertson Boulevard between North Jefferies Boulevard and Colleton Loop in or near the City of Walterboro, Colleton County, SC; such easements are to be used for the installation, operation and maintenance of electrical and gas facilities within Colleton County, SC.

NOW THEREFORE, BE IT ORDAINED BY COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

- 1) The documents attached and included herein by reference grant Easement No. 893051 to South Carolina Electric and Gas across a portion of property owned by Colleton County located along Robertson Boulevard between North Jefferies Boulevard and Colleton Loop in or near the City of Walterboro, Colleton County, SC to be used for the installation, operation and maintenance of electrical and gas facilities within Colleton County, SC.
- 2) The County Administrator is hereby authorized to sign said easement on behalf of the County pending final approval of the document by the County Attorney.
- 3) Said easement shall be recorded in the Office of the Register of Deeds for Colleton County.
- 4) Severability:

If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.

- 5) Conflict:

Provisions in other County Ordinances, Resolutions, policies, or by-laws in conflict with this Ordinance are hereby repealed.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : Gene Whetsell
First Reading : June 2, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : June 19, 2015
Public Hearing : July 28, 2015
Third Reading : July 28, 2015
Effective Date : Immediately

I, _____
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____.

ORDINANCE NO. 15-O-08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[To Enact Regulations Regarding Smoking in Public Places in order to Protect the Public Against the Harmful Effects of Secondhand Smoke.]

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of disease, including lung cancer, in nonsmokers; and

WHEREAS, there is no safe level of exposure to secondhand smoke; and

WHEREAS, limiting the exposure to secondhand smoke will protect the health and welfare of the public at large and will improve the quality of life in Colleton County, which in turn contributes to the County's being a livable community and having success in economic development; and

WHEREAS, upon assessing current conditions and the most recent medical findings made by authoritative sources, Council has determined that the Clean Indoor Act does not sufficiently address the pressing public health issue and quality of life considerations arising from the harmful effects of secondhand smoke, and action by County Council is necessary and proper.

NOW, THEREFORE, BE IT ORDAINED BY COLLETON COUNTY COUNCIL, DULY ASSEMBLED, THAT:

The provisions presented herein shall be added to the Colleton County Code of Ordinances under Title 8 – HEALTH AND SAFETY, as Chapter 8.08 - Smoking in Public Places and Places of Employment. The effective date shall be _____.

Chapter 8.08

SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

Sections:

- 8.08.10 Findings and Determinations**
- 8.08.020 Definitions**
- 8.08.030 Application to County-Owned Facilities and Vehicles**
- 8.08.040 Prohibition of Smoking in Enclosed Public Places**

- 8.08.050 Prohibition of Smoking in Places of Employment**
- 8.08.060 Prohibition of Smoking in Certain Outdoor Areas**
- 8.08.070 Reasonable Distance of Entry and Outdoor Area**
- 8.08.080 Where Smoking Not Regulated**
- 8.08.090 Declaration of Establishment as Nonsmoking**
- 8.08.100 Posting of Signs**
- 8.08.110 Nonretaliation; Nonwaiver of Rights**
- 8.08.120 Enforcement**
- 8.08.130 Violations and Penalties**
- 8.08.140 Public Education**
- 8.08.150 Governmental Agency Cooperation**
- 8.08.160 Other Applicable Laws**
- 8.08.170 Interpretation for Intent**
- 8.08.180 Severability**
- 8.08.190 Conflict**
- 8.08.200 Effect of Section Headings**

- 8.08.010 Findings and Determinations**

The County Council ("Council") of Colleton County, South Carolina, hereby finds and determines:

(a) Colleton County, South Carolina ("County"), is a body politic and corporate and a political subdivision of the State Of South Carolina, and as such possesses all powers granted to counties by the Constitution and the laws of the State of South Carolina.

(b) Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer. The Surgeon General has declared that:

(1) Secondhand smoke causes disease and premature death in nonsmokers exposed to smoke;

(2) Children exposed to secondhand smoke have an increased risk for sudden death syndrome, acute respiratory infections, ear problems, and more severe asthma;

(3) Adults exposed to secondary smoke have a higher risk of coronary heart disease and lung cancer;

(4) There is no safe level of exposure to secondhand smoke; and

(5) Separating smoking and nonsmoking sections of indoor areas does not sufficiently remove the threats of secondhand smoke in enclosed areas.

(c) A significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50 percent higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function.

(d) Smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates, and increased liability claims for diseases related to exposure to secondhand smoke.

(e) Certain outdoor events, such as parades, festivals, and other public gatherings, result in nonsmokers finding themselves in close proximity to persons who are smoking which can be reasonably seen to have the same effects of exposure as when nonsmokers are exposed to smoke in the same enclosed space. Lighted cigarettes, cigars, and pipes of people standing or sitting in close proximity have the potential of burning those with whom they inadvertently come into direct contact and making the air quality and peaceful enjoyment of outdoor events unreasonably restricted for nonsmokers.

(f) When there is a presence of secondhand smoke in enclosed spaces or in outside areas where there is a public gathering resulting in people being in close proximity in places that are otherwise open to the public at large inevitably results in persons who do not smoke being forced to bear unwarranted health risks and inappropriate deprivation of peaceful enjoyment of the premises to which they have been invited or permitted to enter, even when steps have been taken to separate "smoking" and "nonsmoking" areas within the confined space.

(g) The County recognizes that smoke creates a danger to the health and safety of the public at large and that, in order to protect the health and welfare of the public, it is necessary to restrict smoking in the manner provided for in this article (the "article").

8.08.020 Definitions

Unless the context shall clearly indicate some other meaning, the terms defined in this section shall, for all purposes of this article and other documents herein referenced, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Bar" shall mean an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

"Business" shall mean a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are offered for sale; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

"Employee" shall mean a person who is employed by an employer in consideration for direct or indirect monetary wages, commission, goods or services in kind or like compensation, and it shall also mean a person who volunteers his or her services for a non-profit entity.

"Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or nonprofit entity that employs the services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling that is enclosed on all sides by walls or windows (exclusive of doorways), which extend from the floor to the ceiling, including stationary structures and mobile public conveyances; parking structures and other facilities having only partial exterior walls but otherwise enclosed by ceilings and floors shall also be included in this definition.

"Health care facility" means an office or institution providing care or treatment of persons having diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes (except as otherwise permitted herein), homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

"Place of employment" means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" for purposes of this article unless it is used as a childcare, adult day care, or health care facility. Nor is a private passenger motor vehicle a "place of employment" when used in the performance of employment responsibilities, provided it is not being used as public conveyance.

"Private club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes, or for purposes of benefitting particular club members and their guests, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants, or entertainment venues primarily for the pecuniary benefit of the owner, or chief operating officer, or other person having substantial control shall not be treated as private clubs under this article.

"Public place" means an area to which the public is invited or to which the public is permitted to have access, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, theaters, waiting rooms, sports arena, stadiums and ball parks. A private club is a "public place" when being used for a function to which the general public is allowed entry. A private residence is not a "public place" unless it is used as a childcare, adult day care, or health care facility.

"Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, ice cream parlors, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental. The term specifically includes cigar bars, which are establishments licensed for the on-premises sale of beer, wine, and alcoholic beverages as well as some food service, but the term does not include any establishment which is primarily a bar or restaurant and which undertakes to make retail offerings of tobacco products as a means of circumventing the purposes of this article.

"Service line" means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

"Shopping mall" means an enclosed public plaza, promenade, walkway, or hall area that serves to connect retail or professional establishments.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted tobacco product in any manner or in any form.

"Sports arena" means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

8.08.030 Application to County-Owned Facilities and Vehicles

All enclosed facilities, buildings, and vehicles owned, leased, or operated by the County shall be subject to the provisions of this article.

8.08.040 Prohibition of Smoking in Enclosed Public Places

Smoking shall be prohibited in all enclosed public places within the County, including but not limited to, the following places:

- (a) Galleries, libraries, and museums.
- (b) Areas available to and customarily used by the general public in businesses and nonprofit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels.
- (c) Bars.
- (d) Bingo facilities.
- (e) Convention facilities, conference centers, and exhibition halls.
- (f) Educational facilities, both public and private.
- (g) Elevators.
- (h) Health care facilities.

- (I) Hotel and motel lobbies.
- (j) Licensed childcare and adult day care facilities.
- (k) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (l) Polling places.
- (m) Private clubs when being used for a function to which the general public is invited.
- (n) Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots.
- (o) Restaurants.
- (p) Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- (q) Retail stores.
- 7) Rooms, chambers, places of meeting or public assembly, including school buildings.
- (s) Service lines.
- (t) Shopping malls.
- (u) Sports arenas.
- (v) Theaters, performance halls, lecture halls, and similar facilities, inclusive of lobbies, audience seating areas, dressing rooms, projections booths, back stage areas, and the stage, but excluding smoking on stage when it is an integral part of a theatrical performance.

8.08.050 Prohibition of Smoking in Places of Employment

(a) Smoking shall be prohibited in all enclosed areas within places of employment without exception, including but not limited to common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles used for the conveyance of the public, but not including vehicles used in performing employment responsibilities when the sole occupants and users are person who smoke.

(b) This prohibition on smoking shall be communicated by employers to all existing employees by the effective date of this article and to all prospective employees upon their application for employment.

8.08.060 Prohibition of Smoking in Certain Outdoor Areas

Smoking shall also be prohibited in certain outdoor areas when the use involves a gathering of the public, regardless of the number actually assembled for the event, performance, or competition. This prohibition shall apply to:

- (a) Amphitheaters.
- (b) Ball parks, golf courses and stadiums when in use for athletic competitions or public performances.

(c) Parades and special events on public streets and city property, although the county administrator has the discretion, but not the obligation, to establish designated smoking areas in or in proximity to the parade or event area.

(d) Dining areas in encroachment areas on public sidewalks, plazas, and parks and dining areas on decks, balconies, and patios of restaurants and bars.

8.08.070 Reasonable Distance of Entry and Outdoor Area

Smoking is prohibited within a distance of ten feet from any entry into an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means. Smoking is also prohibited within ten feet of the boundary of the outdoor areas where smoking is prohibited. Persons who have begun smoking prior to approaching the ten-foot distance may continue doing so, provided they do not stop, stand, sit, or linger within the ten-foot distance.

8.08.080 Where Smoking Not Regulated

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of Sections 8.08.040, 8.08.050, and 8.08.060 of this article:

(a) Private residences, except when used as a licensed childcare, adult day care, or health care facility.

(b) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than 20 percent of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.

(c) Retail tobacco stores, provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this article.

(d) Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted; provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this article.

(e) Private clubs that have no employees, except when being used for a function to which the general public is admitted.

(f) Outdoor areas of places of employment except those covered by the provisions of Section 8.08.060 of this article.

8.08.090 Declaration of Establishment as Nonsmoking

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 8.08.100 is posted and shall be enforced in the same manner as all other designated non smoking areas.

8.08.100 Posting of Signs

(a) "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this article, by the owner, operator, manager, or other person in control of that place.

(b) Every public place and place of employment where smoking is prohibited by this article shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

(c) All ashtrays shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area.

(d) These signage requirements must be implemented within 90 days after the effective date of the ordinance.

8.08.110 Nonretaliation; Nonwaiver of Rights

(a) No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article or reports a violation of this article.

(b) An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

8.08.120 Enforcement

(a) This article shall be enforced by the office of the County Administrator or an authorized designee.

(b) Any citizen who desires to register a complaint under this article may initiate enforcement with the office of the County Administrator.

(d) The building codes division, fire department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.

(e) An owner, manager, operator, or employee of an establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof.

(f) In addition to the remedies provided by the provisions of this section, the County may apply for injunctive relief to enforce these provisions in any court of competent jurisdiction.

8.08.130 Violations and Penalties

(a) A person who smokes in an area where smoking is prohibited by the provisions of this article shall be guilty of an infraction, punishable by a fine of not less than \$10.00, nor more than \$25.00.

(b) A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this article shall be guilty of an infraction, punishable by a fine of not less than \$10.00, nor more than \$25.00.

(c) Violation of this article is hereby declared to be a public nuisance, which may be abated by the County by restraining order, preliminary and permanent injunction, or other means provided for by law, and the County may take action to recover the costs of the nuisance abatement.

(d) Each day of a continuing violation of this article shall be considered a separate and distinct offense.

8.08.140 Public Education

The County shall engage in a continuing program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide owners/operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

8.08.150 Governmental Agency Cooperation

The County shall annually request other governmental and educational agencies having facilities within the County to establish local operating procedures in cooperation and compliance with this article. This includes urging all federal, state, city, town, and school district agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

8.08.160 Other Applicable Laws

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

8.08.170 Interpretation for Intent

It is the intent of Council to prohibit smoking whenever the private choice of smoking intrudes or has the capacity to intrude upon the right of persons concerned about protecting their own rights to be free from the hazards and inconvenience of secondhand smoke in places where they work, stand, sit, walk, dine, drink, read, study, or engage in entertainment and recreation. All provisions shall be construed to achieve these purposes.

8.08.180 Severability

If any provision, clause, sentence, or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

8.08.190 Conflict

Provisions in other County Ordinances, Resolutions, policies, or by-laws in conflict with this Ordinance are hereby repealed.

8.08.200 Effect of Section Headings

The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this article.

ADOPTED, this _____ day of _____, 2015.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
First Reading : June 24, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : July 21, 2015
Public Hearing : July 28, 2015
Third Reading : July 28, 2015
Effective Date : Immediately

I, _____
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____.

ORDINANCE NO. 15-O-09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[An Ordinance Granting a Lease to Willtown Tavern, LLC and to Authorize the County Administrator to Negotiate, Finalize, Execute and Record a Lease Document for Willtown Tavern, LLC; and Other Matters Related Thereto.]

WHEREAS:

1. County staff has been in negotiations with Mr. Jason Lind and Mrs. Lynn Lind, co-owners and proprietors of Willtown Tavern, LLC, regarding entering into a Lease Agreement for the operation of Willtown Tavern, LLC in the restaurant facility at Dogwood Hills Golf Course; and
2. County Council deems it to be in the best interests of the County to enter into said agreement.

NOW THEREFORE BE IT ENACTED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Pending approval of the document by the County Attorney, the County Administrator is hereby authorized to execute on behalf of the County a Lease Agreement with Willtown Tavern, LLC for the operation of the restaurant facility at the Dogwood Hills Golf Course.
2. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ADOPTED, this _____ day of _____, 2015.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
First Reading : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : August 25, 2015
Public Hearing : October 6, 2015
Third Reading : October 6, 2015
Effective Date : Immediately

I, _____,
Council Clerk, certify that this
Ordinance was advertised
for Public Hearing on _____.

ORDINANCE NO. 15-O-11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[To Ratify FY15 Grant And Budget Resolutions And Related Appropriations For All Funds; To Ratify Transfer And Other Resolutions Previously Authorized By Council; And Other Matters Related Thereto.]

WHEREAS:

1. Colleton County Budget Ordinance requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
2. The County regularly adopts a final budget amendment ordinance to account for budget resolutions and interfund transfers authorized by Council during the fiscal year, as well as grants and any other supplemental appropriation actions in accordance with the 1976 South Carolina Code of Laws, as amended, and the County's budget ordinance.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The Colleton County Council hereby:
 - a. Ratifies all previously approved FY15 Budget Resolutions and authorizes and directs the County Administrator to amend the FY15 budgetary appropriations as so resolved;
 - b. Ratifies all previously approved FY15 Resolutions related to amendments to the County Record of Roads (ROR), if any.
 - c. Ratifies all Resolutions, voice motions, and other actions approved by County Council for Fiscal Year ending 6/30/15 including those awarding contracts, directing specific fiscal actions such as authorizing, increasing or reducing fund transfers, operational transfers, reclassifications, fund balance designations, and fund balance appropriations.
 - d. Approves the budgeting of funds, if any, received by the CCRFC from Covenant Billing during the Fiscal year ending 6/30/15, within Fund 156 to meet the needs of the County.
 - e. Approves any increase in Budget Revenues related to Medical Services for FY15 based on actual collections and the appropriation of said funds within Fund 156 to meet the needs of the County.
 - f. Approves the write-off of all Colleton County Fire and Rescue Medical Services billings which cannot be collected due to the statute of limitations during the fiscal year ending 6/30/15 audit as identified by CCRFC and approved by the Colleton County Administrator.

- g. Approves the write-off of all Colleton County Solid Waste Billings which cannot be collected due to the statute of limitations during the fiscal year ending 6/30/15 audit as identified and approved by the Colleton County Administrator.
 - h. Approves end-of-year adjustments as necessary to the Operational Transfers of various funds in order to decrease particular fund appropriation and correspondingly increase other fund appropriation in accordance with the operational needs and expenditures of the various Funds in FY15 and to balance the required revenue to expenditures in said Funds.
 - i. Approves recording the July 17, 2014 Public Service Authority Loan of \$1,200,000 in Fund 142, and all corresponding debt service payments related thereto.
 - j. Approves recording the May 15, 2015 South State Bank lease purchase agreement of \$1,759,724 in Fund 100, and all corresponding debt service payments related thereto.
 - k. Approves recording the May 14, 2015 General Obligation 1% Sales Tax Bonds Series 2015 of \$29,700,000 in fund 143, and all corresponding debt service payments related thereto.
2. Conflict: All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
 3. Severability: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.
 4. This ordinance includes the ratification of all Resolutions, voice motions and other actions as previously approved by Colleton County Council for the fiscal year ending 06/30/2014.

ATTEST:

Ruth Mayer, Clerk to Council

SIGNED:

Steven D. Murdaugh, Chairman

COUNCIL VOTE:

OPPOSED:

Approved as to Form
Sean P. Thornton, County Attorney

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-70

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Authorize Execution of a Hangar Lease Agreement by and Between Colleton County and the Walterboro-Colleton County Airport Commission.]

WHEREAS:

1. The Sheriff's Office has historically rented hangar space at the Lowcountry Regional Airport to house the Cessna aircraft used for law enforcement purposes; and
2. The current Agreement expires on September 30, 2015; and
3. The rental payment remains the same at \$150 per month; and
4. Staff recommends Council approve execution of the new annual Lease Agreement.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Colleton County Council hereby approves execution of the Lease Agreement (copy attached and included herein by reference) by and between Colleton County and the Walterboro-Colleton County Airport Commission for Hangar space for the Sheriff's Office airplane.
2. The County Administrator is hereby authorized to execute the lease agreement on behalf of the County pending approval of the documents by the County Attorney.
3. Funding for the Lease Payment is included in the FY16 Budget.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:

OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-71

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Authorize Renewal of an Agreement Between Colleton County and the South Carolina Department of Juvenile Justice for the Housing/Detention of Juveniles.]

WHEREAS:

- (1) County Council entered into an agreement with the South Carolina Department of Juvenile Justice for the housing/detention of juveniles; and
- (2) Said agreement is up for renewal; and
- (3) County Council deems it to be in the best interest of the County to renew said agreement for Fiscal Year 2015-2016.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Colleton County Council hereby approves renewal of the Agreement (attached and included herein by reference) between Colleton County and the South Carolina Department of Juvenile Justice for the housing/detention of juveniles.
2. Funding for the Agreement is included in the FY16 Budget.
3. The County Administrator is authorized to execute the agreement on behalf of the County pending approval of the document by the County Attorney.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-72

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Authorize Acceptance and Budgeting of Funds for Various Grants Received for FY 2015-2016.]

WHEREAS:

1. The County Budget Ordinance requires a Resolution to record all non-budgeted revenues and non-budgeted grant revenues; and
2. The County Engineer, within the Roads and Bridges Department, is considered the Office of Primary Responsibility (OPR) related to the receipt of non-budgeted income for FY16 for CDBG #4-CI-15-009; and
3. The Emergency Preparedness Agency is considered the Office of Primary (OPR) related to the receipt of non-budgeted income for FY16 for grant number 15EMPG01.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby authorizes the designation of appropriate general ledger accounts to record revenue and expenditures in the following funds for the grants and unbudgeted revenues for FY13 as listed:
 - a. Fund 120 – Special Revenue Fund; Community Development Block Grant; \$671,500; CDBG # 4-CI-15-009 for Bama Road Drainage Improvements; 10% Local Match has been provided by the Colleton CTC for engineering and construction costs.
 - b. Fund 120- Special Revenue Fund; \$62,577; #15LEMPG01 for the Local Emergency Management Performance Grant.
2. The above listed OPRs (Offices of Primary Responsibility) are responsible for preparing any external reports related to said funds, complying with grant terms and conditions, coordinating reimbursement requests with the Finance Department in addition to being the responsible parties for providing copies of external reports to the Finance Office, grant auditors, and to external auditors at the end of FY16 as requested for this grant/non-budgeted revenue received.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-73

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Authorize Execution of an Agreement Between Colleton County on Behalf of The Colleton County Sheriff's Office and Alcohol & Drug Abuse for the Provision of Services for the Alcohol Enforcement Team (AET).]

WHEREAS:

1. The Colleton Commission on Alcohol and Drug Abuse desires to engage the Colleton County Sheriff's Office to provide technical and professional services for the Alcohol Enforcement Team (AET), which targets the problems of underage drinking/driving; and
2. The Sheriff's Office desires to provide said services; and
3. An Agreement has been prepared outlining the duties, obligations, responsibilities and service payments for the two parties; and
4. County Council deems it to be in the best interest of the County to approve entering into the agreement.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. Colleton County Council hereby approves execution of the Agreement to Deliver Alcohol Enforcement Team (AET) Project Coordination (copy attached and included herein by reference) by and between Colleton County, the Colleton County Sheriff's Office, and the Colleton Commission on Alcohol and Drug Abuse.
2. The County Administrator and the Sheriff are hereby authorized to execute the agreement on behalf of the County and the Sheriff's Office pending approval of the documents by the County Attorney.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-74

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for Architectural and Engineering Services for the Airport Terminal Renovation Project to Watson Tate Savory Architects, Inc.]

WHEREAS:

1. The County advertised a Request for Proposals CPST-01 for architectural and engineering services for six of the County's Capital Projects Sales Tax Projects; and
2. The Airport Terminal Renovation project received thirteen proposals for architectural and engineering services, and a committee ranked each firm based on required qualifications, forming a short list of four firms; and
3. The four firms presented their proposals to the committee; and
4. Watson Tate Savory Architects, Inc. meets all of the requirements of the request for proposals and received the highest score from the committee; and
5. Staff recommends that the contract be awarded to Watson Tate Savory Architects, Inc.; and
6. Funding for this project is provided by the Capital Project Sales Tax. The negotiated contract price for services is \$149,285, which is subject to final approval by County Council.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby awards the contract in accordance with CPST-01 to Watson Tate Savory Architects, Inc., contingent upon review of same by the County Attorney, and authorizes the County Administrator to execute said contract.
2. Funding for this expenditure is provided by the Capital Project Sales Tax.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-75

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for Architectural and Engineering Services for the Harrelson Building Customer Service Center Project to Mead and Hunt, Inc.]

WHEREAS:

1. The County advertised a Request for Proposals CPST-01 for architectural and engineering services for six of the County's Capital Projects Sales Tax Projects; and
2. The Harrelson Building Customer Service Center project received fifteen proposals for architectural and engineering services, and a committee ranked each firm based on required qualifications, forming a short list of four firms; and
3. The four firms presented their proposals to the committee; and
4. Mead and Hunt, Inc. meets all of the requirements of the request for proposals and received the highest score from the committee; and
5. Staff recommends that the contract be awarded to Mead and Hunt, Inc.; and
6. Funding for this project is provided by the Capital Project Sales Tax. The negotiated contract price for services is \$139,250, which is subject to final approval by County Council.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby awards the contract in accordance with CPST-01 to Mead and Hunt, Inc., contingent upon review of same by the County Attorney, and authorizes the County Administrator to execute said contract.
2. Funding for this expenditure is provided by the Capital Project Sales Tax.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-76

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for Architectural and Engineering Services for the Colleton County Solid Waste Transfer Station Project to Alliance Consulting Engineers, Inc.]

WHEREAS:

1. The County advertised a Request for Proposals CPST-01 for architectural and engineering services for six of the County's Capital Projects Sales Tax Projects; and
2. The Colleton County Solid Waste Transfer Station project received eight proposals for architectural and engineering services, and a committee ranked each firm based on required qualifications, forming a short list of three firms; and
3. The three firms presented their proposals to the committee; and
4. Alliance Consulting Engineers, Inc. meets all of the requirements of the request for proposals and received the highest score from the committee; and
5. Staff recommends that the contract be awarded to Alliance Consulting Engineers, Inc.; and
6. Funding for this project is provided by the Capital Project Sales Tax. The negotiated contract price for services is \$133,000, which is subject to final approval by County Council.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby awards the contract in accordance with CPST-01 to Alliance Consulting Engineers, Inc., contingent upon review of same by the County Attorney, and authorizes the County Administrator to execute said contract.
2. Funding for this expenditure is provided by the Capital Project Sales Tax.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-77

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for LPA Design Engineer for Various Transportation and Enhancement Projects.]

WHEREAS:

1. The County advertised a Request for Proposals LPA-01 for the Local Public Agency (LPA) Design Engineer for Various Transportation and Enhancement Projects; and
2. The County received seven proposals for architectural and engineering services, and a committee ranked each firm based on required qualifications, forming an on-call list of three firms; and
3. Infrastructure Consulting and Engineering, LLC (ICE), Mead and Hunt, Inc. and Davis and Floyd, Inc. meet all of the requirements of the request for proposals and received the highest scores from the committee; and
4. Contracts will be negotiated as projects are developed beginning with the highest ranked of the three on-call firms as determined in this RFQ; and
5. Funding for the first project, US-15/Tuskegee Airman Drive Intersection Improvement, is provided by the Colleton CTC and SCDOT Federal Safety Funds.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby awards contracts in accordance with LPA-01 Infrastructure Consulting and Engineering, LLC (ICE), Mead and Hunt, Inc. and Davis and Floyd, Inc. as projects are developed, contingent upon review of same by the County Attorney, and authorizes the County Administrator to execute said contracts.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-78

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Award the Contract for HVAC Maintenance and Repairs for Colleton County to Commercial & Residential H & A, LLC.]

WHEREAS:

1. The County advertised a Request for Bids, FM-46 for HVAC Maintenance and Repairs for all County facilities; and
2. Three bids were received for this project, and Commercial and Residential H & A, LLC is the lowest qualified bidder at \$42,355.50; and
3. The prior contract was held by Innovative Solutions of South Carolina, LLC at \$63,000; and
4. Funding for this contract is included in the Facilities Repair and Maintenance Budget for FY 16.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby awards the contract for HVAC maintenance and repair in accordance with FM-46 to Commercial and Residential H & A, LLC in the amount of \$42,355.50.
2. The County Administrator is hereby authorized to execute a contract on behalf of the County pending approval of same by the County Attorney.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-79

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Approve a Mutual Aid Agreement Between the Colleton County Sheriff's Office and the Beaufort County Detention Center.]

WHEREAS:

1. A Supreme Court ruling found that for a Sheriff's Office Mutual Aid Agreement to be valid, it has to be approved by the County Council; and
2. The Sheriff's Office has the Mutual Aid Agreements currently held between the Office and neighboring jurisdictions; and
3. There is one agreement that requires Council approval (copy is attached); and
4. Staff recommends that Council approve the Mutual Aid Agreement with Beaufort County Detention Center.

NOW, THEREFORE, BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The Mutual Aid Agreement with Beaufort County Detention Center (attached and included herein by reference) is hereby approved.
2. The County Administrator is hereby authorized to sign said agreement on behalf of Colleton County.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-80

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Authorize a Fund Balance Appropriation from Fund 142 – Infrastructure/Industrial Development Fund for Direct Assistance to CCEDC, One, Inc. for Economic Development Projects.]

WHEREAS:

1. Resolution 12-R-03 established CCEDC, One, Inc, a South Carolina Nonprofit Corporation to carry out certain duties with regard to economic development projects within the County; and
2. The Council deems it to be in the County’s best interest to provide direct assistance at this time to CCEDC, One, Inc. in order to provide funding for economic development projects.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. A Fund Balance appropriation from Fund 142 – Infrastructure/Industrial Development Fund in the amount of \$150,000 is hereby authorized.
2. The County Administrator is hereby authorized to execute a direct assistance payment to CCEDC, One, Inc. for the economic development projects.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-81

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Approve the Facility Operation Agreement between Colleton County and the Colleton Center for the Operation of the Hampton Street Elementary School.]

WHEREAS:

1. Colleton County and the Colleton Center desire to enter into a Facility Operation Agreement to establish conditions for the operation of the Hampton Street Elementary School, located at 494 Hampton Street; and
2. Said agreement sets out the responsibilities of the building owner, Colleton County, and those of the tenant, the Colleton Center; and
3. It is deemed in the best interest of both parties to enter into this Facility Operation Agreement.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. County Council hereby approves the Facility Operation Agreement (included herein and by reference) between Colleton County and the Colleton Center for the Operation of the Hampton Street Elementary School.
2. The County Administrator is hereby authorized to execute said Agreement.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-82

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution to Approve Renewal of Service Contracts for the Sheriff's Office.]

WHEREAS:

1. The Sheriff's Office contract with Motorola Solutions, for all E-911 technical services, is due for renewal; and
2. The Sheriff's Office maintenance contract with SunGard, for E-911 computer software maintenance; and
3. It is deemed to be in the best interest of the citizens of the County to authorize execution of renewals of said Service Contracts.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The renewal of the service contract with Motorola Solutions in the amount of \$53,450.04 is hereby approved.
2. The renewal of the maintenance contract with SunGard in the amount of \$50,537.26 is hereby approved.
3. The County Administrator is hereby authorized to execute the contracts on behalf of the County.
4. Funding for the cost of the contracts is included in the FY 2016 Budget.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Adopted: : July 28, 2015
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 15-R-83

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

(To Appoint Members to Board Vacancies.)

WHEREAS:

1. Colleton County Recreation Commission has two vacancies (One un-expired term); and Applicants: Brian M. Johnson, Matthew W. Hooker, W. Chadwick Bishop, Benjamin W. Kennedy
2. Board of Disabilities & Special Needs has two vacancies for un-expired terms; and Applicants: Patti Lohr
3. Board of Adjustments & Appeals (Building Dept.) has two vacancies(one heat/air, one plumbing); and Applicants: None
4. Colleton County Commission of Alcohol & Drug Abuse has four vacancies; and Applicants: Dolphus Pinckney, Roman Cunningham, Vera M. Bodison
5. The County Council is the appointing authority for Boards.

NOW THEREFORE BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

The Council Hereby appoints the following:

Colleton County Recreation Commission: _____, _____

Colleton County Board of Disabilities: Patti Lohr

Colleton County Commission of Alcohol & Drug Abuse: Dolphus Pinckney, Roman Cunningham, Vera M. Bodison

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Steven D. Murdaugh, Chairman

Sponsor(s) : County Council
 First Reading : July 21, 2015
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : July 28, 2015
 Public Hearing : August 25, 2015
 Third Reading : August 25, 2015
 Effective Date : Immediately

I, _____
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____.

ORDINANCE NO. 15-O-10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$ _____ TAXABLE GENERAL OBLIGATION BONDS OF COLLETON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, INCLUDING THE REFUNDING OF SPECIAL SOURCE REVENUE BONDS OF THE COUNTY; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.]

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- Exhibit A - Form of Bond.
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- Exhibit D - Form of Continuing Disclosure Undertaking.

ORDINANCE 15-O-__

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$_____ TAXABLE GENERAL OBLIGATION BONDS OF COLLETON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, INCLUDING THE REFUNDING OF SPECIAL SOURCE REVENUE BONDS OF THE COUNTY; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF COLLETON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Colleton County, South Carolina (the "County Council"), the governing body of Colleton County, South Carolina (the "County"), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Bond Act"), County Council is authorized to issue general obligation bonds of the County for the purpose of defraying the cost of any purpose for which the County may, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, the County has previously issued its Capital Improvement and Refunding Special Source Revenue Bonds (Industrial Park Project), Series 2012 (the "Series 2012 Bond"), for the purpose of refunding certain prior issues of special source revenue bonds issued to defray the costs of grading and site work, roads, water, pollution control, sewer facilities and other utilities serving the County's industrial park, and for the construction of buildings and building renovations in the industrial park to enhance the economic development of Colleton County, which Series 2012 Bonds were secured by a pledge of certain fee-in-lieu of tax payments received by the County; and

WHEREAS, the County may, by duly enacted ordinances, authorize the levy of ad valorem property taxes on an annual basis to pay debt service from time to time on, and to refund, the Series 2012 Bonds; and

WHEREAS, the County Council have determined that it is in the best interest of the County to refund the remaining outstanding Series 2012 Bonds in the principal amount of \$_____ by issuing general obligation bonds of the County; and

WHEREAS, pursuant to the authorization of Article X, Section 14, paragraph 7(a) of the South Carolina Constitution, and subject to an eight percent (8%) constitutional debt limit, the County is authorized to incur general obligation indebtedness pursuant to the Bond Act; the assessed value of all taxable property in the County is \$_____ for tax year ____; the County has outstanding general obligation bonded indebtedness (as of June 30, 2015) in the amount of

\$_____ which counts against its 8% debt limit; consequently, the County may issue without an election an additional \$_____ of general obligation bonds; and

NOW, THEREFORE, on the basis of the foregoing authorizations and for the purpose of raising the sum of approximately \$_____ to be expended to refund the Series 2012 Bonds, the County Council enact this Ordinance to affect the issuance and sale of general obligation bonds of the County authorized by the Bond Act.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 Defined Terms.

The terms defined in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Article.

“Authenticating Agent” shall mean the authenticating agent for the Bonds designated pursuant to Section 1 of Article II hereof.

“Beneficial Owner” shall mean the person in whose name a Bond is recorded as the beneficial owner of the Bond by a Participant on the records of the Participant or such person’s subrogee.

“Bond Act” shall mean the County Bond Act, Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, as further amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

“Bonds” shall mean the Taxable General Obligation Bonds, Series 2015 of the County authorized to be issued hereunder in the aggregate principal amount of not exceeding \$_____.

“Bond Registrar” shall mean the bond registrar designated pursuant to the provisions of Section 1 of Article II hereof.

“Book-Entry Only System” shall have the meaning attributed to that term in Article II, Section 14 hereof.

“Books of Registry” shall mean the registration books maintained by the Bond Registrar in accordance with Section 8 of Article II hereof.

“Chairman” shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

“Chief Financial Officer” shall mean the Chief Financial Officer of the County or, in his absence, any other officer or employee of the County designated in writing by the County Administrator to perform the duties of the Chief Financial Officer under this Ordinance.

“Clerk” shall mean the clerk of the County Council or, in her absence, the acting clerk.

“Closing Date” shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

“Continuing Disclosure Undertaking” shall mean the Continuing Disclosure Undertaking hereby authorized to be executed by the Chairman on behalf of the County Council, as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean Colleton County, South Carolina.

“County Administrator” shall mean the County Administrator of the County.

“County Council” shall mean the County Council of Colleton County, South Carolina, the governing body of the County or any successor governing body of the County.

“Dated Date” shall mean the date of delivery of the Bonds.

“Debt Service” shall mean the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“DTC” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors pursuant to Article II, Section 14 hereof.

“Financial Advisor” shall mean Raymond James & Associates, Inc., the financial advisor to the County.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent under Article VI hereof with respect to the Bonds.

“Interest Payment Date” shall mean any _____ 1 or _____ 1, commencing _____ 1, _____.

“Letter of Representations” shall mean the Blanket Letter of Representation of the County to DTC dated July 10, 1997.

“Net Proceeds,” when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any.

“Ordinance” shall mean this Ordinance as from time to time amended and supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

“Original Purchaser” shall mean the first purchaser of the Bonds from the County.

“Participants” shall mean those broker-dealers, banks, and other financial institutions for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” shall mean the paying agent for the Bonds designated pursuant to Section 1

of Article II hereof.

“Securities Depository” shall mean the administrator of the book-entry only system for the Bonds, as further described in Article II, Section 14 hereof and any successor appointed as provided in Article II, Section 14 hereof. The initial Securities Depository shall be DTC.

“Series 2012 Bonds” shall mean the County’s remaining outstanding \$_____ Capital Improvement and Refunding Special Source Revenue Bonds (Industrial Park Project), Series 2012.

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of Colleton County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

Section 2 General Rules of Interpretation.

For purposes of this Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) Articles, Sections, and Paragraphs, mentioned by number are the respective Articles, Sections, and Paragraphs, of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

(e) The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

ARTICLE II

ISSUANCE OF BONDS

Section 1 Authorization of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.

(a) Pursuant to the provisions of the Bond Act and for the purposes of refunding the Series 2012 Bonds and paying costs of issuance of the Bonds, there shall be issued not exceeding _____ and no/100 Dollars (\$_____.00) of general obligation bonds of the County. The Bonds shall be designated “Taxable General Obligation Bonds, Series 2015”; and may be issued in one or more series as designated by the County Administrator. The Bonds shall be originally dated the Dated Date, shall be in fully-registered form, shall be in denominations of Five Thousand and no/100 Dollars (\$5,000.00) each or any integral multiple thereof, and may be numbered from R-1 upward.

(b) The Bonds will bear interest at such rates, payable on each Interest Payment Date, and will mature on the dates and in the amounts as are approved by the County Administrator provided that:

(i) The Bonds shall not bear interest at a true interest cost (TIC) greater than _____% per annum.

(ii) The Bonds shall mature not later than _____ 1, _____.

(c) The County Administrator is hereby expressly delegated the authority to approve the sale and issuance of the Bonds so long as they conform to all of the parameters set forth in this Ordinance, including, but not limited to, this Section 1 of Article II.

(d) The Paying Agent, Authenticating Agent, and Bond Registrar shall be such institution as designated by the County Administrator as in the best interest of the County.

Section 2 Redemption of Bonds.

(a) General. The Bonds may not be called for redemption by the County except as provided in this Section 2.

(b) Redemption. The Bonds may be subject to redemption prior to their maturity, in whole or in part, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), upon the terms and on the dates and at the redemption prices as approved by the County Administrator prior to the issuance of the Bonds.

(c) Partial Redemption of Bonds. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of that Bond to the Paying Agent. Upon surrender of such Bond,

the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorized denominations equal in aggregate principal amount to, and of the same maturity and interest rate as, the unredeemed portion of the Bond surrendered.

(d) Official Notice of Redemption. (i) Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owners of the Bond or Bonds to be redeemed at the address shown on the Books of Registry. Notice of redemption shall describe whether and the conditions under which the call for redemption may be revoked. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(ii) All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price.

(e) Conditional Notice of Redemption of Bonds Permitted. In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded.

(f) Deposit of Funds. At least one day prior to any redemption date, the County shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(g) Effect of Deposit of Funds. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless (i) the County shall have revoked the redemption in accordance with the terms set forth in the official notice of redemption or (ii) the County shall default in the payment of the redemption price) such Bonds or

portions of Bonds shall cease to bear interest. If said money shall not be available on the redemption date, such bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Instalments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

(h) Further Notice. In addition to the foregoing notice, further notice shall be given by the County as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed. Such further notice of redemption may be combined with official notice as above prescribed in a single notice.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption and (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bond as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(iii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 3 Cancellation of Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the County Administrator.

Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as

may be specified by the County. The Paying Agent may so purchase the Bonds; provided that any limitations or restrictions on such redemption or purchases contained in this Ordinance shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to affect such purchase in excess of the redemption price thereof.

Section 5 Medium of Payment.

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 the payment of public and private debts.

Section 6 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the corporate trust office of the Paying Agent. Interest on any Bond shall be payable on each Interest Payment Date by check or draught mailed to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the Regular Record Date) by the Paying Agent. Principal of, redemption premium, if any, and interest payable to any person holding Bonds in aggregate principal amount of \$1,000,000 or more will be paid, upon the written request of any such registered owner in form and substance satisfactory to the Paying Agent, by wire transfer of immediately available funds to an account within any of the continental United States of America designated by such registered owner on or before the Record Date.

Section 7 Execution of Bonds; Designation of Authenticating Agent.

(a) The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chairman, and attested by the manual or facsimile signature of the Clerk, and the seal of the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be that of the officer who is in the office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effective notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

(b) The Bonds shall bear a certificate of authentication, substantially in the form set forth in Exhibit A, duly executed by the Authenticating Agent. The Authenticating Agent shall authenticate each Bond with the manual signature of an authorized officer of the Authenticating Agent, but it shall not be necessary for the same authorized officer to authenticate all of the Bonds. Only such authenticated Bonds shall be entitled to any right or benefit under this Ordinance. Such certificate on any Bond issued hereunder shall be conclusive evidence that the Bond has been duly issued and is secured by the provisions hereof.

Section 8 Form of Bonds; Designation of Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest, or other amounts due thereunder shall be payable only to the registered owner thereof. The County Council hereby direct the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance with any appropriate variations, legends, omissions, and insertions as permitted or required by this Ordinance or law.

Section 9 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 12 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) The Bond Registrar shall not be required to exchange or transfer any Bond or portion thereof (i) for which notice of redemption has been mailed to the registered owner thereof or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

Section 10 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bonds, they shall first be surrendered to the Paying Agent, and in the case of any lost, stolen, or destroyed Bonds, there shall be first furnished to the County and the Paying Agent evidence of their loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; provided that in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify the County and the Paying Agent shall be sufficient. In the event any such Bonds shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, may charge the registered owner of such Bond with their reasonable fees and expenses to replace mutilated, lost, stolen, or destroyed Bonds.

Section 11 Exchange of Bonds.

Subject to the provisions of Section 9 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent, or the Bond Registrar may make as provided in Section 12 of this Article, be exchanged for a principal amount of Bonds of any other authorized denominations equal to the unpaid principal amount of surrendered Bonds.

Section 12 Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent, may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 13 Temporary Bonds.

The Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the County Council, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Paying Agent and the Paying Agent shall deliver

and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 14 Book-Entry Only System for the Bonds.

(a) The provisions of this section shall apply with respect to any Bond registered to Cede & Co. or any other nominee of DTC while the book-entry only system (the “Book-Entry Only System”) provided for herein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(b) The Bonds shall be issued as a single Bond for each maturity. On the date of the initial authentication and delivery of all of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC as the registered owner of the Bonds. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations, and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interests in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on such Bonds to the extent of the sum so paid. No person other than DTC shall receive a Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this section shall refer to such new nominee of DTC.

(c) Upon receipt by the County of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the County shall issue, transfer, and exchange Bonds as requested by DTC in authorized denominations, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute Securities Depository willing and able upon reasonable and customary terms to maintain custody of the Bonds registered in whatever name or names the registered owners transferring or exchanging such Bonds shall designate in accordance with this section.

(d) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Bonds registered in the name of a registered owner

other than DTC, the County may so notify DTC, whereupon DTC will notify the Participants of the availability through DTC of such Bonds. In such event, upon the return by DTC of Bonds held by DTC in the name of Cede & Co., the County shall issue, transfer, and exchange Bonds in authorized denominations as requested by DTC, and whenever DTC requests the County to do so, the County will cooperate with DTC in taking appropriate action after reasonable notice to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging Bonds shall designate, in accordance with this section.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representations delivered by the County to DTC.

(f) In the event that the Book-Entry Only System pursuant to this section is discontinued, the Bonds shall be issued, transferred, and exchanged through DTC and its Participants to the Beneficial Owners.

ARTICLE III

SECURITY FOR BONDS

Section 1 **Pledge of Full Faith, Credit, and Taxing Power.**

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

Section 2 **Levy and Collection of Property Taxes.**

The Auditor and Treasurer of Colleton County, South Carolina, shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 1 Sale of Bonds.

The Bonds shall be sold at public sale, at the price of not less than 100% of par and accrued interest to the date of delivery, in accordance with Section 11-27-40(9)(b) of the Code of Laws of South Carolina 1976, as amended, on the terms and conditions as are approved by the County Administrator. The County Administrator is hereby expressly delegated the authority to approve the sale of the Bonds so long as they conform to all of the parameters set forth in Section 1 of Article II hereof. The sale of the Bonds shall be advertised as directed by the Chief Financial Officer in accordance with the Bond Act. The form of said Notice, and the conditions of sale, are substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. Bids for the purchase of the Bonds may be received in such form as determined by the County Administrator to be in the best interest of the County.

Section 2 Disposition of Proceeds of Sale of Bonds; Redemption of Outstanding General Obligation Bonds.

(a) The proceeds derived from the sale of the Bonds issued pursuant to this Ordinance shall be made use of by the County Council as follows:

(i) Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first instalment of interest to become due on the Bonds.

(ii) Any premium shall be applied as directed by the County Administrator upon the advice of the Financial Advisor.

(iii) The remaining proceeds derived from the sale of the Bonds shall be applied as follows:

(A) Sufficient proceeds shall be applied to defray the costs of issuance of the Bonds.

(B) Proceeds shall be applied by the County to pay the redemption price of the County's outstanding Capital Improvement and Refunding Special Source Revenue Bonds (Industrial Park Project), Series 2012 (the "Series 2012 Bonds"), including premium, if any.

(C) Any remaining proceeds of the Bonds, after their application to the purposes set forth in subparagraphs (A) and (B) above, together with investment earnings on the proceeds of the Bonds, shall be applied as directed by the County Council to defray costs of capital projects of the County.

(b) No purchaser or registered owner of the Bonds shall be liable for the proper application of the proceeds thereof.

(c) The County Council hereby authorizes the County Administrator, upon the advice of the Financial Advisor and bond counsel, to call for redemption the County's remaining outstanding Series 2012 Bonds.

ARTICLE V

STATE TAX EXEMPTION OF BONDS

Section 1 Exemption from State Taxes.

Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

ARTICLE VI

DEFEASANCE

Section 1 Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article in each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent or other escrow agent meeting the requirements of a Fiscal Agent hereunder, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity of the Bonds to be defeased, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any,

so deposited at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due or to become due on and prior to the maturity date or dates; or

(iv) If there shall have been so deposited either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal and interest due or to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Fiscal Agents, shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Fiscal Agents shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the registered owners of Bonds the funds so held by the Fiscal Agents as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with a Fiscal Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Fiscal Agent in trust for the respective registered owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the registered owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Fiscal Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

(a) In the event any of said Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a)(iii) or (iv) of this Article is made, the County shall give the Fiscal Agent irrevocable instructions to mail, as soon as practicable by first class mail, a notice to the registered owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of Section 1 of this Article has been made with the Fiscal Agent, and (ii) said Bonds are deemed to have been paid in accordance

with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, said Bonds.

(b) The County covenants and agrees that any moneys which it shall deposit with the Fiscal Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 **Amending and Supplementing of Ordinance Without Consent of Registered Owners of Bonds.**

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

(i) To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing and correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

(ii) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(iii) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of this Ordinance;

(iv) To grant or confer upon the registered owners of the Bonds any additional rights, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them; or

(v) To make such additions, deletions, or modifications as may be necessary to assure compliance with section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County Council shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental

ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the registered owners of the Bonds then outstanding.

Section 2 Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance authorized by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the registered owners of the Bonds approve the particular form of the wording of the proposed amendment or supplement or of the supplemental ordinance effecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement, of such amendment or supplement postage prepaid, to each registered owner of Bonds then outstanding at his address appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the registered owners shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorized by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 3 Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the registered owner of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such

additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds, so modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the registered owner of any Bond then outstanding shall be exchanged without cost to such registered owner for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of bond counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the registered owners of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent with respect to the Bonds shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, Authenticating Agent, or escrow agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the Chairman, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by the Chairman.

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of that Fiscal Agent shall control the compensation to be paid to it.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as a depository for and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by either the Chairman or the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorized.

Section 8 Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8 shall be a trust company or bank organized under state or federal laws and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such institution willing, qualified, and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after notice, if any, as the court may deem proper, appoint a successor.

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of the predecessor Fiscal Agent, with like effect as if originally named in that capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver, all instruments of conveyance and further assurance and do all things as may reasonably be required for more fully and certainly vesting and confirming in the successor Fiscal Agent all the right, title, and interest, of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver, to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing, shall, on request, and so far as may be authorized by law, be executed, acknowledged, and delivered, by the County. Each successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

Any corporation or other organization into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organization resulting from any merger, conversion, or consolidation or other organization to which it may be party or any corporation or other organization to which any Fiscal Agent may sell or transfer all or substantially

all of its corporate trust business, provided such corporation or other organization shall be a bank or trust company organized under state or federal laws, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chairman, the Clerk, the County Administrator, the Chief Financial Officer of the County, and all other officers and employees of the County, are fully authorized and empowered to take all further action and to execute and deliver all closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds and the action of such officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, is hereby fully authorized.

Section 2 Vice Chairman May Act in Chairman's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chairman, the vice chairman of the County Council is fully authorized to exercise all powers vested in the Chairman under this Ordinance. In the absence of the Clerk, the acting clerk of the County Council is fully authorized to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

(a) The County Council hereby approves the form of the Preliminary Official Statement relating to the Bonds in substantially the form presented at third reading hereof and hereby direct the distribution thereof in connection with the sale of the Bonds.

(b) The County Council hereby authorize the Official Statement of the County relating to the Bonds substantially in the form of the Preliminary Official Statement presented at this meeting, with any modifications as the Chief Financial Officer of the County, upon the advice of the Financial

Advisor and bond counsel, approves; the Chief Financial Officer of the County is hereby authorized and directed to execute copies of the Official Statement and deliver them to the Original Purchaser of the Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the County hereby authorize the use of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds.

Section 4 Benefits of Ordinance Limited to the County and Registered Owners of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the registered owners of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the registered owners from time to time of the Bonds as herein and therein provided.

Section 5 Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the registered owners of the Bonds.

Section 6 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, or any officer or employee of the County, as such, in his or her individual capacity, past, present, or future, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the registered owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal

Agent is located, the action shall be taken on the first secular or business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the time shall continue to run until midnight on the next succeeding secular or business day.

Section 8 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the registered owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9 Continuing Disclosure Undertaking.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the County Council covenant to file with a central repository for availability in the secondary bond market when requested:

(i) An annual independent audit, within thirty days of the County Council’s receipt of the audit; and

(ii) Event specific information within 30 days of an event adversely affecting more than five percent of the aggregate of revenues of the County.

The only remedy for failure by the County Council to comply with the covenant in this Section 9 shall be an action for specific performance of this covenant. The County Council specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any registered owner of any Bonds.

(b) In addition, the County Council hereby authorizes the County Administrator to execute the Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit D, with any changes therein as may be approved by the County Administrator, upon the advice of the

Financial Advisor or bond counsel. The County Council further hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with the Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds; however, any registered owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 11 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any resolution or ordinance, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 12 Notice of Enactment of Ordinance

Upon enactment of this Ordinance, notice, substantially in the form attached hereto as Exhibit C, of the enactment of this Ordinance shall be published in The Post and Courier, a newspaper published in Charleston, South Carolina of general circulation in the County.

Section 13 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

(SEAL)

Chairman,
County Council of Colleton County, South
Carolina

ATTEST:

Clerk,
County Council of
Colleton County, South Carolina

First Reading: July 21, 2015
Second Reading: July 28, 2015
Public Hearing: _____, 2015
Third Reading: August 25, 2015

FORM OF BOND

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON
GENERAL OBLIGATION BOND OF 2015

NO. R-1

CUSIP NO. _____

Interest Rate: _____ and ___/100 percentum (____%)

Maturity Date: _____ 1, _____

Original Date of Issue: _____, 2015

Registered Owner: CEDE & Co.

Principal Amount: _____ Million _____ and ___/100
(\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that **COLLETON COUNTY, SOUTH CAROLINA** (hereinafter called the County), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), the Principal Amount set forth above, and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Amount from the most recent _____ 1 or _____ 1 to which interest shall have been paid, or if no interest shall have been paid, from the Original Date of Issue, interest being payable to the Maturity Date hereof on the first days of _____ and _____ of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing _____ 1, _____, at the Interest Rate per annum specified above, until payment of the Principal Amount. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding such Interest Payment Date (the Regular Record Date), by check or draught mailed to the registered owner by _____ (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in the City of _____, State of _____. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _____ Million Dollars (\$ _____), issued pursuant to and for purposes authorized by the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended) as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; and an ordinance (the “Ordinance”) duly enacted by the County Council of Colleton County, South Carolina, in order to fund costs of capital projects of the County and costs of issuance of the Bonds.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the registered owner of this bond. Reference is hereby made to the Ordinance, to all provisions of which any registered owner of this bond by the acceptance hereof thereby assents.

THE BONDS maturing on or prior to _____ 1, _____ are not subject to redemption prior to their maturity. The Bonds maturing after _____ 1, _____, are subject to redemption on and after _____ 1, _____, at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.

IF BONDS are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending a notice, by first class mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the registered owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.

ALL PRINCIPAL, interest, or other amounts due hereunder, shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute power hereof for all purposes, and payment of the principal of, premium, if any, and interest on, this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments,

pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond, against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the County, as in the case where the Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer any bond (i) for which notice of redemption has been mailed to the Registered Owner or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

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

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 done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorized officer of the authenticating agent.

IN WITNESS WHEREOF, COLLETON COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chairman of the County Council of Colleton County, by his manual signature, attested by the Clerk of the County Council of Colleton County, by her manual signature, under the Seal of Colleton County impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

COLLETON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Chairman
County Council of Colleton County,
South Carolina

ATTEST:

Clerk
County Council of Colleton County,
South Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

_____,
as Authenticating Agent

By: _____
Authorised Officer

Date of Authentication: _____

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

TEN ENT - as tenants by the entireties

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

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

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

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (“STAMP”) or similar program.

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

OFFICIAL NOTICE OF SALE

\$ _____*

**COLLETON COUNTY, SOUTH CAROLINA
TAXABLE GENERAL OBLIGATION BONDS
SERIES 2015**

ELECTRONIC BIDS VIA BIDCOMP/PARITY ELECTRONIC BID SUBMISSION SYSTEM (“PARITY®”) WILL BE RECEIVED BY THE CHAIRMAN OF COLLETON COUNTY COUNCIL, in the Office of the Colleton County Administrator, 109 Benson Street, Walterboro, South Carolina until:

_____ a.m. (Eastern Time) on _____, September __, 2015

At such time and location the electronic bids will be made publicly available for the purchase of all, but not less than all, of the \$ _____* Taxable General Obligation Bonds, Series 2015 (the “Bonds”) of Colleton County, South Carolina (the “Issuer”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of PARITY® may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

PRINCIPAL AND INTEREST PAYMENTS AND AMOUNTS OF THE BONDS. The Bonds will be dated and bear interest from their date of delivery, expected to be September __, 2015, at a rate or rates to be named by the successful bidder. Interest on the Bonds will be payable on _____ 1 and _____ 1 of each year commencing _____ 1, 2016. The Bonds will mature and mandatory sinking fund instalments with respect to the Bonds to be issued as term bonds, if any, will be due on _____ 1 (the “Annual Principal Payment Date”) in the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2017	\$ _____	2019	\$ _____
2018	_____	2020	_____

RIGHT TO AMEND. The Issuer reserves the right to amend this Official Notice of Sale, including, but not limited to, the right to change the date of the bond sale, the aggregate principal amount of the Bonds, and the annual principal amounts of the maturities of the Bonds.

Change of Sale Date: THE SALE DATE OF ALL OR ANY PORTION OF THE BONDS MAY BE MODIFIED BY NOTICE DISSEMINATED VIA THOMSON MUNICIPAL MARKET MONITOR

* Preliminary, subject to adjustment as set forth herein.

NEWS SERVICE (www.tm3.com) OR ANOTHER ELECTRONIC INFORMATION SERVICE NOT LATER THAN 9:30 A.M. (EASTERN TIME) ON THE DAY OF THE SALE. If a new date is selected for the receipt of bids for any or all of the Bonds, it will be disseminated via Thomson Municipal Market Monitor News Service (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids.

Adjustments to Maturity Schedule: The preliminary annual principal amounts (the “Preliminary Annual Principal Amounts”) of the Bonds as set forth above may be revised before the opening and viewing of electronic bids for the purchase of the Bonds. Any such revisions (the “Revised Annual Principal Amounts”) will be given by NOTIFICATION PUBLISHED ON THOMSON MUNICIPAL MARKET MONITOR NEWS SERVICE (www.tm3.com) NOT LATER THAN 9:30 A.M., EASTERN TIME ON THE DAY OF THE BOND SALE. In the event that no such revisions are made, the Preliminary Annual Principal Amounts will constitute the Revised Annual Principal Amounts. **BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED ANNUAL PRINCIPAL AMOUNTS.** Prospective bidders may request notification by facsimile transmission of any revisions to the Preliminary Annual Principal Amounts by so advising and faxing their facsimile number(s) or email address(es) to Raymond James & Associates, Inc., Financial Advisor, at (855) 379-4819 (Attention: Jennifer Mills) by 2:00 P.M., Eastern Time, at least one day prior to the date for receipt of bids.

Adjustments to Revised Maturity Schedule: After selecting the winning bid, the Chairman will determine the final aggregate principal amount of the Bonds and each final annual principal amount (the “Final Aggregate Principal Amount” and the “Final Annual Principal Amounts,” respectively; collectively, the “Final Amounts”). As promptly as reasonably possible after the bids are received, the Issuer will notify the bidder to whom the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the Issuer of the initial public offering prices of each maturity of the Bonds (the “Initial Reoffering Prices”). The Initial Reoffering Prices of the Bonds will be used to determine the Final Amounts to accommodate objectives of Colleton County (the “County”), such as to limit net bond proceeds, maintain compliance with constitutional and statutory debt limitations, maintain level annual debt service within each fiscal year, achieve a more favorable interest rate at the sale of the Bonds, and achieve any savings objectives, as applicable. In determining the Final Amounts, the Chairman will not reduce or increase the Revised Aggregate Principal Amount by more than 10 percent of such amount. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS WITHIN THESE LIMITS.** The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the Final Annual Principal Amounts of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters discount and original issue discount/premium, if any, but will not change the selling compensation per \$5,000 of par amount of Bonds from the selling compensation that would have been received based on the purchase price of the winning bid and the initial public offering prices. The interest rate specified by the successful bidder for each maturity at the initial reoffering price for such maturity will not change. The Issuer anticipates that the Final Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible, but no later than 4:00 p.m. (Eastern Time) on the day of the sale.

TERM BONDS. Bidders may designate in their bid two or more consecutive annual principal payments as a term bond which matures on the last Annual Principal Payment Date of the sequence. Any term bond so designated must be subject to mandatory sinking fund redemptions in each year on the Annual Principal Payment Dates such that the principal amounts subject to mandatory sinking fund redemption match the Revised Annual Principal Amounts and equal, together with the principal amount of such term bond due at its maturity, the principal amount of the term bond. There is no limitation on the number of term bonds.

DESCRIPTION, PURPOSE AND SECURITY OF THE BONDS.

Book-Entry Only: The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York (“DTC”).

General: Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the office of the Colleton County Treasurer (the “Paying Agent”). Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$5,000 or any multiple thereof.

Purpose and Security: The proceeds of the Bonds will be used to provide funds (i) to refund the County’s Special Source Revenue Bonds, Series ____; (ii) to pay capitalized interest on the Bonds; and (iii) to pay costs of issuance of the Bonds. See “THE BONDS – Plan of Finance” in the Preliminary Official Statement.

The Bonds are general obligations of the Issuer and the full faith, credit and taxing power of the Issuer are irrevocably pledged to the payment of the principal and interest thereof. For more complete and detailed information, please see “THE BONDS – Security for Bonds” in the Preliminary Official Statement.

OPTIONAL REDEMPTION: The Bonds maturing on or prior to _____ 1, ____ are not subject to optional redemption prior to their maturity. The Bonds maturing after _____ 1, ____, are subject to redemption on and after _____ 1, ____, at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.

BOND INSURANCE. The Issuer has not contracted for the issuance of any policy of municipal bond insurance for the Bonds. If the Bonds qualify for any such policy or commitment therefor, any purchase of such insurance or commitment shall be at the sole option and expense of the successful bidder, and any increased costs of issuance or delivery of the Bonds resulting by reason of such insurance or commitment shall be the responsibility of such bidder. Bids shall not be conditioned upon the issuance of such policy or commitment. Any failure of the Bonds to be so insured or of any such policy or commitment to be issued, or any rating downgrade or other material event occurring relating to the issuer of any such policy or commitment, shall not in any way relieve of the successful bidder of

its contractual obligations arising from the acceptance of its bid for the purchase of the Bonds.

BIDDING DETAIL AND BASIS OF AWARD. Each bid must be for all and not part of the entire \$ _____* of Bonds and must name the rate or rates of interest the Bonds are to bear. The bids shall comply with the following conditions: (i) the rate of interest specified for any maturity may not exceed ____% per annum; (ii) the rate or rates of interest the Bonds are to bear must be multiple of 1/8th or 1/20th of 1%; (iii) all Bonds with the same Annual Principal Payment Date must bear the same rate of interest; (iv) no Bond shall bear more than one rate of interest; and (v) each Bond shall bear interest from the Dated Date to its Annual Principal Payment Date at the interest specified in the bid.

A bid for less than 100 percent (100.00%) of the par value of the Revised Aggregate Principal Amount of the Bonds or a bid for greater than ____% of the par value of the Revised Aggregate Principal Amount of the Bonds will not be considered.

Unless all bids are rejected, the Bonds will be awarded to the responsible bidder whose bid complies with this Official Notice of Sale and results in the lowest true interest cost to the Issuer based on the Revised Amounts. The lowest true interest cost will be determined in accordance with the True Interest Cost (“TIC”) method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the debt service payment dates to the Dated Date of the Bonds and to the aggregate purchase price. If two (2) or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the price producing the same lowest TIC; provided, that if apportionment is not acceptable to such bidders, the Issuer will award the Bonds to one of such bidders by lot. There will be no auction.

Each bidder is requested to include in its bids a statement of TIC offered in its bid, but this statement shall not be deemed to be part of the bid.

Any premium offered must be paid in cash as a part of the purchase price.

The Chairman reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The Chairman also reserves the right to waive any irregularity or informality with respect to any bid.

NO GOOD FAITH DEPOSIT. A good faith deposit is not required for a bid to be considered for the Bonds.

ELECTRONIC BIDDING PROCEDURES.

Registration to Bid: Electronic bids must be submitted to **PARITY**. All prospective bidders must be contracted customers of IPREO's BiDCOMP/PARITY Competitive Bidding System ("BiDCOMP"). If you do not have a contract with BiDCOMP, call 212.849.5021 to become a customer. By submitting a bid, a prospective bidder represents and warrants to the Issuer that such a bidder's bid for the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid, and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP a prospective bidder is not obligated to submit a bid in connection with the sale.

If any provisions of this Official Notice of Sale conflict with information provided by BiDCOMP as the selected provider of electronic bidding services, this Official Notice of Sale shall control.

Bids are Irrevocable Offers to Purchase the Bonds: Bids to purchase Bonds must be submitted electronically via PARITY[®]. Bids will be communicated electronically to the County at 11:30 a.m. (Eastern Time) on Tuesday, April 28, 2015. Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP. Once the final bid has been saved in BiDCOMP, the bidder may select the final bid button in BiDCOMP to submit the bid to PARITY[®]. Once the bids are communicated electronically via PARITY[®] to the Issuer and the sale time has passed (11:30 a.m. Eastern Time), each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP shall constitute the official time

Disclaimer: Each prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the Issuer nor BiDCOMP shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any prospective bidder, and neither the Issuer nor BiDCOMP shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY[®]. The Issuer is using PARITY[®] as a communication mechanism, and not as the Issuer's agent, to conduct the electronic bidding for the Bonds. The Issuer is not bound by any advice and determination of BiDCOMP to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular "Bidding Detail and Basis of Award" set forth above. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY[®] are the sole responsibility **of the bidders; and the Issuer is not responsible, directly or indirectly, for any of such costs or expenses.** If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone BiDCOMP and notify the County's Financial Advisor, George Pugh, Raymond James & Associates, Inc., by telephone at (912) 634-2824 or by e-mail to george.pugh@raymondjames.com.

REOFFERING AND SALE OF THE BONDS.

Compliance with Laws: By submitting a bid, each initial purchaser agrees to apply with all applicable laws and regulations in force in any jurisdiction where it purchases, offers, or sells the Bonds or possesses or distributes the Official Statement with respect to the Bonds (the “Official Statement”) or any other offering or publicity material relating to the Bonds and will obtain any consent, approval, or permission required by it for the purchase, offer, or sale of the Bonds under the laws and regulations in force in any country or jurisdiction to which it is subject or in which it makes such purchases, offers, or sales and the Issuer shall have no responsibility therefor.

Reoffering Certificate: The successful bidder (the “Purchaser”) shall be required to provide a certificate (the “Reoffering Certificate”) and such other information that would demonstrate to the satisfaction of the Issuer that, as of the date of the award of the Bonds to the Purchaser (the “Sale Date”), the Purchaser (a) made a bona fide offering of all of the Bonds at prices no higher than or yields no lower than those set forth on the cover page of the Official Statement (the “Initial Offering Prices”) to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) and (b) reasonably expected that the respective Initial Offering Price applicable to each maturity would be the first price at which at least 10 percent of each maturity of the Bonds would be sold. The Reoffering Certificate shall state that, at the time the Purchaser agreed to purchase the bonds, based upon then prevailing market conditions, it had no reason to believe any of the Bonds would be initially sold to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at prices higher than or yields lower than the Initial Offering Prices.

The purchaser shall also certify, in form and substance satisfactory to the Issuer, the following:

1. The aggregate of the Initial Offering Prices for the Bonds;
2. That the aggregate of the Initial Offering Prices does not exceed the fair market value price of the Bonds as of the Sale Date;
3. That, as of the date of the execution of the Reoffering Certificate, all of the Bonds have actually been offered to general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the Initial Offering Prices and the first price at which at least 10 percent of each maturity of the Bonds has been sold to the general public was the respective Initial Offering price, except for any maturity(ies) specifically set forth in the Reoffering Certificate (the “Specified Maturities”);and
4. That, with respect to any Specified Maturities (as defined in paragraph 3 above), the Bonds of such maturities were continuously offered to the general public at the Initial Offering Price(s) for a period after the purchaser was awarded the Bonds (the “Initial Offering Period”), and the Purchaser made reasonable efforts to sell such Bonds to the general public at the Initial Offering Price(s) throughout the Initial Offering Period. During the Initial Offering Period the Bonds of any Specified Maturities were not offered to bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers. Prevailing market conditions during the Initial Offering Period prevented a substantial amount of such Bonds from being sold at the Initial Offering Price(s).

OFFICIAL STATEMENT. The Preliminary Official Statement dated _____, 2015, with respect to the Bonds has been prepared by the Issuer, and such Preliminary Official Statement has been deemed final by the Issuer as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (“Rule 15c2-12”) except for certain permitted omissions described in paragraph (b)(1) of Rule 15c2-12, but is subject to change without notice and to completion or amendment or supplementation.

The Issuer is distributing copies of the Preliminary Official Statement to potential bidders electronically through Financial Press, LLC. Potential bidders may also obtain an electronic copy of the Preliminary Official Statement by logging on to the website of Financial Press, LLC at finpressllc.com.

The Issuer designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. By submitting a bid for the Bonds, the Purchaser agrees to (i) accept such designation, and (ii) assure proper dissemination of the final Official Statement. The Issuer will prepare and provide to the Purchaser, within 7 business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the County believes are necessary. The Purchaser will be required to provide prompt pricing information on the Sale Date for the Issuer to complete the Official Statement. The Purchaser agrees to file electronically the Official Statement with the Municipal Securities Rulemaking Board by the closing date.

CONTINUING DISCLOSURE. In order to assist the Purchaser in complying with Rule 15c2-12, the Issuer will undertake pursuant to an agreement (the “Continuing Disclosure Undertaking”), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

The Issuer will provide to the Purchaser as part of the closing papers a representation that [except as otherwise set forth in the Official Statement] there have not been any instances in the previous five years in which the Issuer failed to comply, in all material respects, with any previous continuing disclosure undertaking agreed to pursuant to Rule 15c2-12.

CUSIP NUMBERS. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds. Each maturity of the Bonds must have a separate CUSIP number, which shall be the responsibility of and shall be paid by the Purchaser.

DELIVERY AND PAYMENT. Delivery of the Bonds will be made through the facilities of DTC on or about September __, 2015, accompanied by (i) a certified transcript of the record of proceedings, (ii) a copy of the Official Statement relating to the Bonds, dated the date of award of the Bonds to the Purchaser, and similar in form and substance in all material respects to the Preliminary Official Statement, as amended or supplemented, (iii) a Signature and No-Litigation Certificate, (iv) a Non-Arbitrage and Tax Certificate, (v) the Continuing Disclosure Undertaking, (vi) the opinion letter of Howell Linkous & Nettles, LLC, Charleston, South Carolina., Bond Counsel to the Issuer, in

substantially the form included as an Appendix to the Official Statement, (vii) the opinion letter of Howell Linkous & Nettles, LLC, as disclosure counsel to the Issuer, and (viii) the opinion letter as to certain legal matters passed upon for the Issuer by Sean P. Thornton, Esq., County Attorney.

Payment for the Bonds shall be made by wire transfer in immediately available Federal funds. Delivery is expected on or about September __, 2015.

Concurrently with the delivery of the Bonds, the Issuer will furnish a certificate, signed by the appropriate officials, stating in effect that, as of its date and at all times subsequent thereto and up to the time of delivery of the Bonds, the information contained in the Preliminary Official Statement was, and such information contained in the Official Statement is, true and correct in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

ADDITIONAL INFORMATION: Additional information is available upon request to George Pugh, Raymond James & Associates, Inc., 951 East Byrd Street, Suite 930, Richmond, VA 23219; phone (912) 634-2824, or e-mail to georgepugh@raymondjames.com, the Financial Advisor to the Issuer. The Preliminary Official Statement and the Official Notice of Sale will be available in electronic format on the following website: finpressllc.com.

COLLETON COUNTY, SOUTH CAROLINA

Dated _____, 2015.

**NOTICE OF ENACTMENT OF ORDINANCE AUTHORISING ISSUANCE
OF NOT EXCEEDING \$_____ TAXABLE GENERAL OBLIGATION
BONDS OF COLLETON COUNTY, SOUTH CAROLINA**

Notice is hereby given that the County Council of Colleton County, South Carolina (the “County”) has enacted an Ordinance authorising the issuance of not exceeding \$_____ taxable general obligation bonds of the County secured by a pledge of the full faith, credit, and taxing power of the County.

By order of the County Council of Colleton County, South Carolina.

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Disclosure Undertaking”) is executed and delivered this ___ day of September, 2015, by Colleton County, South Carolina (the “Issuer”) in connection with the issuance of the Issuer’s \$ _____ Taxable General Obligation Bonds, Series 2015 (the “Bonds”). The Bonds are being issued pursuant to an Ordinance enacted by the County Council of Colleton County (the “County Council”), the governing body of the County (the “Ordinance”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the U.S. Securities and Exchange Commission (the “SEC”) Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Ordinance or elsewhere in this Disclosure Undertaking, which apply to any capitalized terms used in this Disclosure Undertaking, the following capitalized terms shall have the following meanings:

“Annual Report” means the annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

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

“Dissemination Agent” means any person designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system described in SEC Release No. 34-59062 (or any successor electronic information system) and maintained by MSRB as the sole repository for the central filing of electronic disclosure pursuant to the Rule.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Unless otherwise designated by MSRB or the SEC, filings with the MSRB are to be made through EMMA.

“Official Statement” means the Official Statement dated September ___, 2015, prepared in connection with the Bonds.

“Participating Underwriter” means any of the original underwriters of the Bonds required to

comply with the Rule in connection with the offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of South Carolina.

Section 3. Provision of Annual Reports. (a) The Issuer shall, not later than seven (7) months after the end of the County’s fiscal year, commencing with the report for the fiscal year ending June 30, 2015, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. 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 4 of this Disclosure Undertaking; provided, however, that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required for the filing of the Annual Report if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a) hereof.

(b) The Annual Report shall be submitted to the MSRB either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by the MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer’s submitter.

(c) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the Issuer shall, in a timely manner, send or cause to be sent to the MSRB, a notice in substantially the form attached hereto as Exhibit A.

(d) In the event that there is a Dissemination Agent, then not later than fifteen (15) business days prior to each due date, the Issuer shall provide the Annual Report to the Dissemination Agent for distribution to the MSRB. In connection with this distribution of the Annual Report, the Dissemination Agent, if any, shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided to the MSRB.

Section 4. Contents of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The Issuer’s complete audited financial statements for the preceding fiscal year prepared in accordance with accounting principles generally accepted within the United States of

America as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. 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 Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available;

(b) Updates of the financial information and operating data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings in the Official Statement:

- (i) Assessed Value of Taxable Properties in Colleton County;
- (ii) Property Tax Collection Record;
- (iii) Millage Levied Within Colleton County; and
- (iv) Largest Taxpayers.

The Annual Report may consist of one or more documents. 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 made available to the public on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) The Issuer shall give or cause to be given notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the 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 of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of security holders, if material;

- (viii) Bond calls, if material and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of any obligated person, which 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 trustee, if material.

Section 6. Format for Filing With the MSRB. All documents provided to the MSRB pursuant to this Disclosure Undertaking shall be submitted in electronic format and shall identify the Bonds by name and CUSIP number or shall be accompanied by such identifying information as described from time to time by the MSRB.

Section 7. Termination of Reporting Obligation. This Disclosure Undertaking shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased; provided, however, that if the Rule (or any successor provision) shall be amended, modified, or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further that if and to the extent the Rule (or any successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision

of the Rule so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the Issuer shall electronically file notice of such defeasance with the MSRB, and such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Undertaking.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) This Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given by filing with the MSRB and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking; provided, however, that any such action may be instituted only in the federal or State courts located in or applicable to Colleton County, South Carolina. A default under this Disclosure Undertaking shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and in any separate written agreement between the Issuer and the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. This Disclosure Undertaking is not intended to create any monetary rights on behalf of any person.

COLLETON COUNTY, SOUTH CAROLINA

By: _____

Its: _____

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT

Issuer: Colleton County, South Carolina

Obligations: \$_____ Taxable General Obligation Bonds, Series 2015

Date of Issuance: _____ September __, 2015

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section _____ of the Ordinance adopted on _____, 2015. The Issuer anticipates that the Annual Report will be filed by_____.

COLLETON COUNTY, SOUTH CAROLINA

By: _____
Its: _____

Date: _____, _____