

September 19, 2019
Charleston, SC

A meeting of Charleston County Council was held on the 19th day of September 2019, in the Beverly T. Craven Council Chambers, Second Floor of the Lonnie Hamilton, III Public Services Building, located at 4045 Bridge View Drive, North Charleston, South Carolina.

Present at the meeting were the following members of Council: J. Elliott Summey, Chairman, who presided; Jenny Costa Honeycutt, Anna B. Johnson, Brantley Moody, Teddie Pryor, A. Victor Rawl, Herb Sass, and Dickie Schweers. Mr. Darby was absent.

County Administrator Jennifer Miller and County Attorney Joseph Dawson were also present.

A moment of silence was observed in memory of Emily Clyburn.

The Clerk reported that in compliance with the Freedom of Information Act, notice of meetings and agendas were furnished to news media and persons requesting notification.

The Chairman announced the next item on the agenda was Suicide Prevention Month Resolution. Mr. Moody moved for approval, seconded by Mr. Rawl, and carried.

The resolution is as follows:

**A RESOLUTION
OF CHARLESTON COUNTY COUNCIL**

Proclaiming September 2019 Suicide Prevention Awareness Month

**Suicide
Prevention
Month
Resolution**

**Request to
Adopt**

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community with the simple goal of learning how to help those around us and how to talk about suicide without increasing the risk of harm; and,

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and,

WHEREAS; According to the Center for Disease Control, each year more than 47,000 people in the United States died by suicide in 2017 and that same year there were more than twice as many suicides (47,173) as homicides (19,510); and,

WHEREAS; Suicide is one of the leading causes of death among adults in the US, and the 2nd leading cause of death among people aged 10-34; and,

WHEREAS; Charleston County is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and,

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles.

NOW, THEREFORE, be it resolved that Charleston County Council does hereby proclaim the month of September 2019 Suicide Prevention Awareness Month in Charleston County and encourages all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors to genuinely convey their appreciation for their existence by any gesture they deem appropriate.

CHARLESTON COUNTY COUNCIL

J. Elliott Summey, Chairman
September 19, 2019

Mrs. Honeycutt read and presented the resolution to the Chair of the Dorchester Charleston Mental Health Commission Malinda Terry. Mrs. Terry thanked County Council for their support.

The Chairman suspended the County Council meeting in order to hold the Finance Committee.

Following the Finance Committee, the Chairman reconvened the County Council meeting.

The Chairman announced the next item on the agenda was Rural Greenbelt Projects.

ITEM A:

**Stowe Tract
Rural
Greenbelt
Project

Request to
Approve**

County Administrator Jennifer Miller and Greenbelt Program Director Cathy Ruff provided a report regarding the Stowe Tract Rural Greenbelt Project. It was stated that earlier this year the Open Space Institute submitted a Greenbelt application requesting \$2,057,000 in rural funds to purchase the Stowe Tract which consists of 448 acres located on the Intracoastal Waterway near McClellanville. The property will be added to the public lands of the Cape Romain National Wildlife Refuge.

The project was recommended for approval by the Greenbelt Advisory Board. Council's Finance Committee considered the board's recommendation in May but did not approve the project, citing a desire for an increase in the landowner donation.

The Open Space Institute has secured an additional \$2,000 from the landowner and is requesting Council reconsider the project as amended. The amount being requested has been reduced to \$2,055,000. The match amount is now \$1,017,000 (49%). The match consists of:

- \$695,000 from US Fish and Wildlife Service
- \$220,000 from North American Wetlands Conservation Act Funds
- \$102,000 Landowner Donation

The landowner is Stowe Family Holdings, LLC, and consists of the following members: Harold C. Stowe, George Washington Stowe and Merrilyn Stowe Williams.

The Stowe Tract currently contains hunting rights that will end in seven years. A 48-acre portion of the tract will be open to the public immediately and the remainder will be opened when the hunting rights are extinguished and the property is transferred to the US Fish and Wildlife Service for inclusion in the Cape Romain National Wildlife Refuge.

Committee recommended that Council:

1. Approve funding for the rural greenbelt project listed below contingent upon the owner accepting the condition that all hunting rights with the exception of those for hunting waterfowl during the 60-day waterfowl hunting season will be relinquished and those waterfowl hunting rights will expire in seven (7) years and provided that upon approval, grant agreements will be executed between the County and the appropriate parties.

Applicant Name	Project Name	Location	Acres	Total Greenbelt Funds	Acquisition Type	Total Match	Match %
Open Space Institute	Stowe Tract	McClellanville	448	\$2,055,000	Fee Simple	\$1,017,000	49%

2. Authorize the County Administrator to require the execution and delivery of proper agreements and instruments to implement the conditions of the approval of the grants funds, and to effectuate the goals of the Greenbelt Program ordinances and policies.
3. Authorize the use of \$2,055,000 funded from Greenbelt project funds; with \$1,804,608 million funded from the First Sales Tax revenues and \$250,392 from the Second Sales Tax.

Mrs. Honeycutt moved for Committee recommendations, seconded by Mr. Sass. The Chairman called for a vote, and the motion carried. Ms. Johnson and Messrs. Moody and Pryor voted nay.

ITEM B:

**The Oaks
Plantation
Greenbelt Project
Recommendation**

County Administrator Jennifer Miller and Greenbelt Program Director Cathy Ruff provided a report regarding The Oaks Plantation Rural Greenbelt Project. It was stated that earlier this year the Open Space Institute submitted a Greenbelt application requesting \$1,075,000 in rural funds to purchase the Oaks Plantation property located off Highway 61 in the Ashley River Historic District. The property consists of 205 acres that will be managed as a passive public park along the Ashley River.

The project was recommended for approval by the Greenbelt Advisory Board. Council's Finance Committee approved the project in May; however the project was denied by the full Council citing an expectation that additional matching funds would be provided by the SC Conservation Bank.

The Open Space Institute has secured an additional \$100,000 from the SC Conservation Bank and is requesting Council reconsider the project as amended. The request has been reduced to \$975,000. The match amount is now \$600,000 (62%). The match consists of:

- \$350,000 from the SC Conservation Bank

- \$200,000 Landowner Donation
- \$50,000 from the Dorchester County Conservation Trust

The landowner is the Evening Post Industries, which is the parent company of the Post and Courier. The property was on the market over a year ago. Currently no conservation restrictions exist on the land.

The Oaks Plantation property will be transferred to the Drayton Hall Preservation Trust. Initial public access will be limited for educational and resource identification purposes. The Trust will work with the CCPRC to determine a fee schedule to open the property to the general public within 12 months of acquisition.

Committee made no recommendation due to a tie vote.

Mr. Schweers moved that Council:

1. Approve funding for the rural greenbelt project listed below provided that upon approval, grant agreements will be executed between the County and the appropriate parties.

Applicant Name	Project Name	Location	Acres	Total Greenbelt Funds	Acquisition Type	Total Match	Match %
Open Space Institute	The Oaks Plantation	Charleston	205	\$975,000	Fee Simple	\$600,000	62%

2. Authorize the County Administrator to require the execution and delivery of proper agreements and instruments to implement the conditions of the approval of the grants funds, and to effectuate the goals of the Greenbelt Program ordinances and policies.
3. Authorize the use of \$975,000 funded with Greenbelt project funds from the First Sales Tax revenues.

Mr. Sass seconded the motion.

The Chairman called for a roll call vote on the motion. The roll was called and votes were recorded as follows:

Darby	absent
Honeycutt	aye
Johnson	nay
Moody	nay
Pryor	nay
Rawl	nay
Sass	aye
Schweers	aye
Summey	aye

The Chairman declared that with four (4) ayes, four (4) nays, and one (1) absent, the funding would be denied due to a tie vote.

The Chairman announced the next item on the agenda was the third reading of the ordinance approving the 2019 General Obligation Bonds.

The ordinance was given third reading.

2019 General
Obligation
Bonds

Ordinance 3rd
Reading

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$154,000,000 GENERAL OBLIGATION BONDS OF CHARLESTON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

TABLE OF CONTENTS

(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

	Page
ARTICLE I	
DEFINITIONS AND INTERPRETATIONS	
Section 1	Defined Terms9
Section 2	General Rules of Interpretation 11
ARTICLE II	
ISSUANCE OF BONDS	
Section 1	Authorisation of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates..... 12
Section 2	Redemption of Bonds 12
Section 3	Cancellation of Bonds 14
Section 4	Purchase of Bonds..... 14
Section 5	Medium of Payment 14
Section 6	Place of Payments; Selection of Paying Agent 14
Section 7	Execution of Bonds; Designation of Authenticating Agent 14
Section 8	Form of Bonds; Bond Registrar 15
Section 9	Registration and Transfers of Bonds; Persons Treated as Owners..... 15
Section 10	Mutilated, Lost, or Stolen Bonds..... 16
Section 11	Exchange of Bonds..... 16
Section 12	Regulations with Respect to Exchanges and Transfers 16
Section 13	Temporary Bonds 16
Section 14	Book-Entry Only System for the Bonds 17
ARTICLE III	
SECURITY FOR BONDS	
Section 1	Pledge of Full Faith, Credit, and Taxing Power; Additional Pledged Revenues 18
Section 2	Levy and Collection of Property Taxes 18
ARTICLE IV	
SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE	
Section 1	Sale of Bonds 18
Section 2	Disposition of Proceeds of Sale of Bonds and Other Funds..... 18

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1	Exemption from State Taxes	19
Section 2	Federal Tax Provisions.....	19

ARTICLE VI
DEFEASANCE

Section 1	Release of Ordinance	19
Section 2	Deposit of Moneys	20
Section 3	Notice of Release of Ordinance.....	20

ARTICLE VII
AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1	Amending and Supplementing of Ordinance Without Consent of Register Owners of Bonds.....	21
Section 2	Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.....	21
Section 3	Notation Upon Bonds; New Bonds Issued Upon Amendments	22
Section 4	Effectiveness of Supplemental Ordinance	22
Section 5	Supplemental Ordinance Affecting Fiscal Agents	23

ARTICLE VIII
CONCERNING THE FISCAL AGENTS

Section 1	Fiscal Agents; Appointment and Acceptance of Duties.....	23
Section 2	Responsibilities of Fiscal Agents	23
Section 3	Evidence on Which Fiscal Agents May Act	23
Section 4	Compensation	24
Section 5	Certain Permitted Acts	24
Section 6	Resignation of Any Fiscal Agent.....	24
Section 7	Removal of Fiscal Agent	24
Section 8	Appointment of Successor Fiscal Agents.....	25
Section 9	Transfer of Rights and Property to Successor	25
Section 10	Merger or Consolidation	25
Section 11	Adoption of Authentication	26

ARTICLE IX
MISCELLANEOUS

Section 1	Execution of Closing Documents and Certificates	26
Section 2	Vice Chairman May Act in Chairman's Absence; Acting Clerk May Act in Clerk's Absence	26
Section 3	Official Statement.....	26
Section 4	Benefits of Ordinance Limited to the County and Register Owners of the Bonds	27
Section 5	Ordinance Binding Upon Successors or Assigns of the County	27
Section 6	No Personal Liability	27
Section 7	Effect of Saturdays, Sundays and Legal Holidays	27
Section 8	Partial Invalidity.	27
Section 9	Continuing Disclosure Undertaking	28
Section 10	Law and Place of Enforcement of the Ordinance	28
Section 11	Repeal of Inconsistent Ordinances and Resolutions	28
Section 12	Notice of Enactment of Ordinance.	29
Section 13	Effective Date of this Ordinance.	29

- Exhibit A - Form of Bond.
- Exhibit B - Form of Official Notice of Sale.
- Exhibit C - Form of Continuing Disclosure Undertaking.
- Exhibit D - Form of Notice of Enactment of Ordinance.

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING \$154,000,000 GENERAL OBLIGATION BONDS OF CHARLESTON COUNTY, SOUTH CAROLINA; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF CHARLESTON 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 Charleston County, South Carolina (the "County Council"), the governing body of Charleston 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 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 (the County Bond Act, as so amended and continued, being hereinafter called the "County Bond Act"), the County is authorised to issue general obligation bonds of the County to defray the cost of any purpose for which the County might, 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, Article X, Section 14 of the Constitution of the State of South Carolina, Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and the County Bond Act, authorise the County Council to issue general obligation bonds, subject to a referendum, for any purpose which is a corporate purpose of the County and subject to no conditions or restrictions limiting the incurring of such indebtedness except (i) those restrictions and limitations imposed in the authorisation to incur such indebtedness; and (ii) such general obligation debt shall be issued within five years of the date of such referendum; and

WHEREAS, pursuant to the requirements of Article X, Section 14 of the Constitution of the State of South Carolina, Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and the County Bond Act, a referendum was conducted on November 4, 2014, in Charleston County (the "2014 Referendum") for the purpose of approving the issuance of not exceeding \$108,500,000 general obligation bonds to pay costs of construction or renovation of libraries in Charleston County; and

WHEREAS, the 2014 Referendum was approved by voters; and

WHEREAS, pursuant to the authorisation of the 2014 Referendum, the County issued general obligation bonds in the initial principal amount of \$70,140,000 on

November 30, 2017, for the purpose of defraying the costs of acquisition and construction of library facilities in Charleston County (the "Library Facilities"); and

WHEREAS, the County Council have now determined that it is in the best interest of the County, and necessary and proper for the general welfare of the County and its citizens, that the County proceed with the issuance of general obligation bonds in the amount of not to exceed \$27,000,000 for the purpose of defraying the costs of completing the Library Facilities, including the costs of issuance of such general obligation bonds; and

WHEREAS, the County Council have also now determined that it is in the best interest of the County, and necessary and proper for the general welfare of the County and its citizens, that the County obtain funds for the purpose of defraying or reimbursing a portion of the costs of acquisition and installation of equipment and other personal property, including a helicopter for the Sheriff's department, public works equipment, and replacing radio equipment (the "Equipment") by the issuance of general obligation bonds; and

WHEREAS, the County Council have also now determined that it is in the best interest of the County, and necessary and proper for the general welfare of the County and its citizens, that the County obtain funds for the purpose of defraying or reimbursing a portion of the costs of acquisition and construction of a community services hub, a corrections department campus, a material recovery facility, a public works complex, county office building renovations, public safety shooting range, Awendaw Fire Station, and office relocations (collectively, the "County Capital Projects" and, with the Library Projects and the Equipment, the "Projects") by the issuance of general obligation bonds; and

WHEREAS, County Council have determined that the County proceed with the issuance of general obligation bonds in the amount of not to exceed \$127,000,000 for the purpose of defraying or reimbursing the costs of acquisition and construction of the Equipment and the County Capital Projects, including the costs of issuance of such general obligation bonds; and

WHEREAS, pursuant to the authorisation 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 authorised to incur general obligation indebtedness pursuant to the County Bond Act; the assessed value of all taxable property in the County is \$4,242,701,262 for tax year 2019; the County has outstanding general obligation bonded indebtedness (as of June 30, 2019) in the amount of \$164,875,000 which counts against its 8% debt limit; consequently, the County may issue without an election an additional \$174,541,101 of general obligation bonds in addition to general obligation indebtedness that has been authorised by referenda;

WHEREAS, the Projects will be funded with the proceeds of general obligation bonds, in one or more Series, to be issued hereunder for that purpose (the "Bonds") in the amount of not to exceed \$154,000,000; and

NOW, THEREFORE, on the basis of the foregoing authorisations and for the purposes set forth above, the County Council enact this Ordinance to effect the issuance and sale of not exceeding \$154,000,000 general obligation bonds of the County, in one or more Series, authorised by the County 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.

“Act” shall mean the County Bond Act.

“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 Counsel” shall mean, with respect to the Bonds, Howell Linkous & Nettles, LLC, Charleston, South Carolina, or any other firm of attorneys of nationally recognised standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, as are approved by the County.

“Bonds” shall mean the General Obligation Bonds, Series 2019 of the County authorised to be issued hereunder, in one or more Series, in the initial aggregate principal amount of not to exceed \$154,000,000.

“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 her 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 Purchasers.

“Continuing Disclosure Undertaking” shall mean the Disclosure Dissemination Agent Agreement authorised by this Ordinance, as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean Charleston County, South Carolina.

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

“County Bond Act” shall mean 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.

“County Capital Projects” shall mean the costs of acquisition and construction of a community services hub, a corrections department campus, a material recovery facility, a public works complex, county office building renovations, public safety shooting range, Awendaw Fire Station, and office relocations and/or such other county capital facilities as approved by County Council as set forth in Section 2(a)(iii)(B) of Article IV hereof.

“County Council” shall mean the County Council of Charleston 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 amortisation 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 organised under the laws of the State of New York, and its successors pursuant to Article II, Section 14 hereof.

“Equipment” shall mean the equipment and other personal property, including a helicopter for the Sheriff’s Department, public works equipment, and replacing radio equipment and/or such other county equipment and other personal property as approved by County Council as set forth in Section 2(a)(iii)(B) of Article IV hereof.

“Financial Advisor” shall mean First Tryon Securities, LLC, the financial advisor to the County.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, and the Authenticating Agent, with respect to the Bonds.

“Interest Payment Date” shall mean any May 1 or November 1, commencing May 1, 2020.

“Letter of Representations” shall mean the Blanket Letter of Representations of the County to DTC dated December 15, 1995.

“Library Facilities” shall mean the acquisition and construction of new libraries and the renovation of libraries in Charleston County.

“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 any series 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” shall mean any Bonds issued hereunder and designated as part of the same series of Bonds.

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of Charleston 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 **Authorisation of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.**

(a)(i) Pursuant to the provisions of the County Bond Act and for the purposes of funding the costs of the Projects and paying costs of issuance of the Bonds, there shall be issued not to exceed One Hundred Fifty-four Million and no/100 Dollars (\$154,000,000.00) of general obligation bonds of the County (the "Bonds"). The Bonds shall be designated "General Obligation Bonds, Series 2019;" and may be issued in one or more series as designated by the Chairman.

(b) 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.

(c) 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 Chairman provided that:

(i) The Bonds shall bear interest at a true interest cost (TIC) not greater than 3.50% per annum on a blended basis including all Series of Bonds.

(ii) The Bonds shall mature not later than twenty-one (21) years from their date of issuance and the first maturing principal thereof shall occur within five years of the date of issuance of the Bonds.

(iii) The Paying Agent, Authenticating Agent, and Bond Registrar shall be Wells Fargo Bank N.A. (or an affiliate thereof) or such other institution as designated by the Chairman as in the best interest of the County.

(d) The Chairman 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.

(e) The Chairman is hereby expressly delegated the authority to establish by his certification the maturity schedule for those Bonds that fund the costs of the Library Facilities and the maturity schedules for those Bonds that fund the costs of the Equipment and the County Capital Projects for purposes of the constitutional debt limit applicable to that portion of the Bonds which are subject to such limitation.

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 of any Series as designated in writing by the County 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 of any Series as designated in writing by the County (but only in integral multiples of \$5,000), upon the terms and on the dates and at the redemption prices as approved by the Chairman 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 Series, 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 twenty (20) 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 (including Series designation) 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 or cause to be deposited 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.

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 Chief Financial Officer.

Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavour 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 effect 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 cheque 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 Regular Record Date.

Section 7 Execution of Bonds; 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 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; 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 Series and 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 Series, 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 of the same Series 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 of each Series. 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 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 Charleston County, and collected by the Treasurer of Charleston 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 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 Charleston 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, in one or more sales as separate Series, 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 Chairman. The Chairman 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 Act. The form of said notices 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 Chief Financial Officer to be in the best interest of the County.

Section 2 **Disposition of Proceeds of Sale of Bonds and Other Funds.**

(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:

1.1 Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first instalments of interest to become due on

the Bonds.

1.2 Any premium on the Bonds shall be deposited in the Sinking Fund Account and applied to the payment of principal of or interest on the Bonds.

1.3 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 issuing the Bonds.

(B) The remaining proceeds of the Bonds shall be applied by the County to fund costs of the Projects; provided, however, that if it becomes necessary in the judgment of County Council to expend such proceeds on equipment or capital projects of the County other than the Equipment or County Capital Projects, County Council, by resolution, may authorize and approve such other use of the proceeds of the Bonds.

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

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

ARTICLE V **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.

Section 2 **Federal Tax Provisions.**

The County Council hereby authorize the Chief Financial Officer to execute and deliver a tax regulatory agreement or certificate for the purpose of establishing and maintaining the excludability of interest on the Bonds which Bond Counsel has opined may be excluded from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VI **DEFEASANCE**

Section 1 **Release of Ordinance.**

1. 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:

1.1 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

1.2 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

1.3 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

1.4 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.

2. 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.

3. 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.

4. 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.

1. 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.

2. 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.

1. 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:

1.1 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;

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

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

1.4 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

1.5 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.

2. 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.

1. 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.

2. 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 wilful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

1. 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 authorisation and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

2. 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.

3. 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 reorganisation 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 authorised.

Section 8 Appointment of Successor Fiscal Agents.

1. 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 organised 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.

2. 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 authorised 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 organisation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organisation resulting from any merger, conversion, or consolidation or other organisation to which it may be party or any corporation or other organisation to which any Fiscal Agent may sell

or transfer all or substantially all of its corporate trust business, provided such corporation or other organisation shall be a bank or trust company organised under state or federal laws, and shall be authorised 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 authorised 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 authorised.

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 authorised 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 authorised to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

(a) The County Council hereby approve 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 connexion with the sale of the Bonds.

(b) The County Council hereby authorise 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 authorised 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 authorise the use of the Official Statement and the information contained therein in connexion 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.

1. 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.

2. 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.

1. 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:

- | | | |
|-----------|-----|--|
| Council's | 1.1 | An annual independent audit, within thirty days of the County receipt of the audit; and |
| affecting | 1.2 | Event specific information within 30 days of an event adversely 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.

2. In addition, the County Council hereby authorize the Chief Financial Officer of the County to execute the Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit B, with any changes therein as may be approved by the Chief Financial Officer of the County, upon the advice of the Financial Advisor or 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 D, of the enactment of this Ordinance with respect to funding the Equipment and the County Capital Projects 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 Charleston County,
South Carolina

ATTEST:

Clerk,
County Council of Charleston County, South Carolina

First Reading: August 15, 2019
Second Reading: August 20, 2019
Public Hearing: September 19, 2019
Third Reading: September 19, 2019

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
GENERAL OBLIGATION BOND
SERIES 2019__**

NO. R-__

CUSIP NO. _____

Interest Rate: _____ and 00/100 percentum (_____%)
Maturity Date: November 1, _____
Original Date of Issue: _____, 2019

Registered Owner: CEDE & Co.

Principal Amount: _____ and 00/100 (\$ _____)
Dollars

KNOW ALL MEN BY THESE PRESENTS, that **CHARLESTON 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 May 1 or November 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 May and November of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing May 1, 2020,

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 cheque or draught mailed to the registered owner by Wells Fargo Bank, N.A. (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 Atlanta, State of Georgia. 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 authorised 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; [favourable results of a referendum conducted in Charleston County, South Carolina, on November 4, 2014;] and an ordinance (the "Ordinance") duly enacted by the County Council of Charleston County, South Carolina, in order to fund the 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 November 1, _____ are not subject to redemption prior to their maturity. The Bonds maturing after November 1, _____, are subject to redemption on and after November 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, CHARLESTON COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chairman of the County Council of

Charleston County, by his manual signature, attested by the Clerk of the County Council of Charleston County, by her manual signature, under the Seal of Charleston County impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

CHARLESTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman
County Council of Charleston County,
South Carolina

ATTEST:

Clerk
County Council of Charleston 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.

WELLS FARGO BANK, N.A.,
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 programme.

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
CHARLESTON COUNTY, SOUTH CAROLINA**

\$ _____ *

General Obligation Bonds, Series 2019__

*Preliminary, Subject to Change

NOTICE IS HEREBY GIVEN that Charleston County, South Carolina (the "County") will receive electronic bids for all, but not less than all, of the principal amount of Charleston County, South Carolina, General Obligation Bonds, Series 2019__ (the "Bonds") until _____ A.M. Eastern Time on

_____, _____, **2019**

The sale date of all or any portion of the Bonds may be modified by notice disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids on the modified date of sale. If a new date is selected for the receipt of bids for any or all of the Bonds, it will be disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids.

Electronic bids must be submitted to the Bidcomp/**PARITY** Competitive Bidding System ("**PARITY**"). No other form of bid or provider of electronic bidding services will be accepted. For the purposes of establishing the time all bids are received, the time as maintained by **PARITY** shall constitute the official time. **NOTICE OF A CHANGE OR CANCELLATION WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN 4:00 P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** Such notice will specify the revised principal amounts and the change to the call provisions, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. Consideration of the bids and the award of the Bonds will occur by 2:00 P.M. Eastern Time on the same day of the sale. Further information regarding the electronic bidding site may be obtained by contacting **PARITY** at (212) 806-8102.

DESCRIPTION: The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made available to the public. The Bonds will be dated as of the date of delivery, which is expected to occur on _____, 2019.

Interest will be payable semiannually on May 1 and November 1 of each year beginning May 1, 2020. Principal of the Bonds will mature (subject to the right of redemption as hereinafter set forth) on November 1 in the years and amounts, as follows (subject to adjustment as provided herein):

<u>Year</u> <u>Due November 1</u>	<u>Principal*</u>
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	

*Preliminary, Subject to Change

REVISED MATURITY SCHEDULE AND/OR CALL PROVISIONS: The preliminary annual principal amounts (the "Preliminary Annual Principal Amounts") of the Bonds as set forth above in this Notice of Sale may be revised before the 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 TM3 (www.tm3.com) NOT LATER THAN 4:00 P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** 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, IF ANY.** Prospective bidders may request notification by facsimile transmission of any revisions to the Preliminary Annual Principal Amounts by so advising and faxing their telecopier number(s) to First Tryon Advisors, Financial Advisor, at _____ by 4:00 P.M., EASTERN DAYLIGHT SAVINGS TIME, at least one day prior to the date for receipt of bids.

CHANGES TO REVISED MATURITY SCHEDULE: The County further reserves the right to change the Revised Annual Principal Amounts of the Bonds after determination of the successful bidder, by increasing or decreasing the principal amount of the Bonds by not more than fifteen percent (15%) of the total par amount. Such changes, if any, will determine the final annual principal amounts (the "Final Annual Principal Amounts"). The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in

the Final Annual Principal Amounts of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices shall not change. **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 PRINCIPAL AMOUNTS WITHIN THESE LIMITS.** The County anticipates that the Final Annual Principal Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible. **AS A RESULT OF ANY SUCH CHANGES IN THE FINAL ANNUAL PRINCIPAL AMOUNTS, THE SUCCESSFUL BIDDER'S UNDERWRITER'S DISCOUNT WILL BE ADJUSTED SO THAT THE ORIGINAL PURCHASE PRICE BID AS A PERCENTAGE OF PAR REMAINS THE SAME.** Notwithstanding the foregoing, the County may decrease the principal amount of each maturity by more than the percentages stipulated above of each Revised Principal Amount if permitted by the successful bidder.

[TERM BOND OPTION: Bidders may designate two (2) or more of the consecutive serial maturities for the Bonds as one (1) or more term bond maturities equal in aggregate principal amount to, and with mandatory sinking fund redemption requirements corresponding to, such designated serial maturities.]

[OPTIONAL REDEMPTION: The Bonds maturing on or prior to November 1, _____, are not subject to optional redemption prior to their maturity. The Bonds maturing after November 1, _____, are subject to redemption on and after November 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 designated by the County (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

PURPOSE AND SECURITY: The proceeds of the Bonds will be used to fund [construction and renovation of public libraries in Charleston County] [acquisition of equipment and other personal property] [construction of _____] and other capital projects of the County; and 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 County and the full faith, credit and taxing power of the County are irrevocably pledged to the payment of the principal and interest thereof. For more complete and detailed information, please see "THE BONDS – Security for the Bonds" in the Preliminary Official Statement.

BOOK-ENTRY REGISTRATION: The Bonds will be dated the date of delivery, which is scheduled to occur on _____, 2019. The Bonds will be issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, only in book-entry form payable to a nominee of The Depository Trust Company, New York, New York ("DTC"), as securities depository for the Bonds. Reference is made to the Preliminary Official Statement relating to the Bonds for the applicable provisions relating to the transfer of beneficial ownership, the responsibilities of DTC participants, and the right of the County to discontinue use of the book-entry only system.

SUBMISSION OF BID: Electronic bids must be submitted to **PARITY**. All prospective bidders must be contracted customers of i-Deal's Bidcomp Competitive Bidding System. If you do not have a contract with Bidcomp, call (212) 404-8102 to become a customer. By submitting a bid, a prospective bidder represents and warrants to the County 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 **PARITY** a prospective bidder is not obligated to submit a bid in connection with the sale. If any provisions of this Notice of Sale shall conflict with information provided by **PARITY** as the selected provider of electronic bidding services, this Notice of Sale shall control.

INTEREST RATE AND BIDDING DETAILS: The rate of interest specified for any maturity may not be less than 4% and may not exceed 5% per annum. Bidders may specify the rate or rates of interest the Bonds are to bear in multiples of 1/8th or 1/20th of 1%, but no maturity may bear interest at more than one rate. A bid for less than all of the Bonds, or a bid for less than 100 percent (100.00%) of the par value of the Bonds, or a bid for greater than 115% of the par value of the Bonds will not be considered.

BASIS OF AWARD: Unless all bids are rejected, the Bonds will be awarded to the responsible bidder whose bid complies with this Notice of Sale and results in the lowest true interest cost to the County. 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 County will have the right to award the Bonds to one of such bidders. There will be no auction. The County reserves the right to waive irregularities in any bid and to reject any or all bids.

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

DELIVERY AND PAYMENT: Delivery of the Bonds will be made through the facilities of DTC within 45 days from the date of award, accompanied by a certified transcript of the record of proceedings, a Signature and No-Litigation Certificate, a Non-Arbitrage and Tax Certificate, and the approving opinion of Howell Linkous & Nettles, LLC. In addition, the approving opinion of Bond Counsel, substantially in the form included as an Appendix to the Preliminary Official Statement, will be delivered to the Purchaser. Certain legal matters are to be passed upon for the County by Joseph Dawson, III, Esq., County Attorney. Payment for the Bonds shall be made by wire transfer in immediately available federal funds. Delivery is expected on or about _____, 2019.

Concurrently with the delivery of the Bonds, the County 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.

CUSIP NUMBERS: The County shall assume no obligation for the assignment of CUSIP numbers for the Bonds or for the correctness of any such numbers printed thereon, but

the County will permit such printing to be done at the expense of the successful bidder, provided that such printing does not result in any delay of the date of delivery of the Bonds. 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 thereof to accept delivery of and pay for the Bonds.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared by the County, and such Preliminary Official Statement is deemed final by the County for purposes of compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"). Any omission of information from the Preliminary Official Statement is allowable under the Rule. The County will prepare and provide to the Purchaser, within seven (7) business days after the award, up to 25 copies of the final Official Statement (the "Final Official Statement") without cost to the Purchaser. 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.

After the award of the Bonds, the County will prepare copies of the Final Official Statement and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request. The successful bidder shall be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. Additional copies of the Final Official Statement may be printed at the successful bidder's expense, if such bidder agrees to pay the County in advance for the cost of any additional copies.

PURCHASER'S CERTIFICATION REGARDING ISSUE PRICE: The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County on the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Howell Linkous & Nettles, LLC, Bond Counsel for the County. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County's municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (i) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold the offering price rule"), in each case applied on a maturity by maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold the offering price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold the offering price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold the offering price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold the offering price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (A) the close of the fifth (5th) business day after the sale date; or (B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold the offering price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold the offering price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold the offering price rule, as set forth in the retail

distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold the offering price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) "sale date" means the date that the Bonds are awarded by the County to the winning bidder.

By submitting a bid, each bidder represents that it has an established reputation of underwriting new issuances of municipal bonds such as the Bonds.

CONTINUING DISCLOSURE: In order to assist the successful bidder in complying with the Rule the County will undertake to provide annual reports and notices of certain material events. A summary of the County's undertakings to comply with the Rule are contained in the Preliminary Official Statement. The County is current with the requirements of all undertakings of the County entered into in compliance with the Rule. [See the Preliminary Official Statement for information regarding past failure of the County to comply with its prior undertakings under the Rule.] [The County has not failed to comply with its prior undertakings under the Rule during the past five (5) years.]

BLUE SKY LAWS: The County has not undertaken to register the Bonds under the securities law of any jurisdiction, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking, or other laws. By submitting a bid for the Bonds, the Purchaser represents that the sale of the Bonds in jurisdictions other than South Carolina will be made only under exemptions from registration or, wherever necessary, the Purchaser will register the Bonds in accordance with the securities laws of the jurisdiction in which the Bonds are offered or sold. The County agrees to cooperate with the Purchaser in any such registration at the Purchaser's written request and expense, but the County shall not be required to consent to service of process in any such jurisdiction.

ADDITIONAL INFORMATION: A Preliminary Official Statement in a form deemed final by the County has been posted electronically at Munios.com. Additional copies of such information are available upon request to First Tryon Advisors, 1355 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204; telephone: 704.831.5035, Attention: J. Walter Goldsmith, the Financial Advisor.

County Council of Charleston County, South Carolina

\$ _____
CHARLESTON COUNTY, SOUTH CAROLINA
General Obligation Bonds, Series 2019__

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. **Defined Terms.**

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Charleston County, South Carolina (the "County") with respect to certain of the representations set forth in the Non-Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Howell Linkous & Nettles, LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: _____, 2019

**SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)**

**SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)**

**DISCLOSURE DISSEMINATION AGENT AGREEMENT NOTICE OF ENACTMENT OF
ORDINANCE AUTHORIZING ISSUANCE OF NOT EXCEEDING \$ _____
GENERAL OBLIGATION BONDS OF CHARLESTON COUNTY, SOUTH CAROLINA**

Notice is hereby given that the County Council of Charleston County, South Carolina (the "County") has enacted an Ordinance authorising the issuance of not exceeding \$_____ 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 Charleston County, South Carolina.

The Chairman called for a roll call vote on third reading of the ordinance. The roll was called and votes recorded as follows:

Darby	- absent
Honeycutt	- aye
Johnson	- aye
Moody	- aye
Pryor	- aye
Rawl	- aye
Sass	- aye
Schweers	- aye
Summey	- aye

The vote being eight (8) ayes and one (1) absent, the Chairman declared the ordinance to have received third reading approval.

The Chairman announced the next item on the agenda was the third reading of an ordinance rezoning 3749 Savannah Highway.

The ordinance was given third reading.

3749 Savannah
Hwy

Ordinance 3rd
Reading

**AN ORDINANCE
REZONING A 0.935-ACRE PORTION OF THE REAL PROPERTY
LOCATED AT 3749 SAVANNAH HIGHWAY, PARCEL IDENTIFICATION
NUMBER 285-00-00-010, FROM THE INDUSTRIAL (I) ZONING
DISTRICT TO THE COMMUNITY COMMERCIAL (CC) ZONING
DISTRICT**

WHEREAS, the property identified as parcel identification number 285-00-00-010 is currently split zoned Industrial (I) District and Community Commercial (CC); and

WHEREAS, a complete application was submitted to the Charleston County Zoning and Planning Department requesting that a 0.935-acre portion of the property located at 3749 Savannah Highway be rezoned from the Industrial Zoning District (I) to the Community Commercial (CC) Zoning District, pursuant to Article 3.4 of the *Charleston County Zoning and Land Development Regulations (ZLDR)*; and

WHEREAS, the Charleston County Planning Commission reviewed the application for rezoning and adopted a resolution, by majority vote of the entire membership, recommending that Charleston County Council (County Council) approve the application for rezoning based on the procedures established in South Carolina law and the Approval Criteria of Article 3.4 of the ZLDR; and

WHEREAS, upon receipt of the recommendation of the Planning Commission, the County Council held at least one public hearing and after close of the public hearing,

County Council has determined the rezoning meets one or more of the following criteria of Section 3.4.6 of Article 3.4 of the ZLDR:

- A. The proposed amendment is consistent with the *Comprehensive Plan* and the stated purposes of this Ordinance;
- B. The proposed amendment will allow development that is compatible with existing uses, recommended density, established dimensional standards, and zoning of nearby properties that will benefit the public good while avoiding an arbitrary change that primarily benefits a singular or solitary interest;
- C. The proposed amendment corrects a zoning map error or inconsistency; or
- D. The proposed amendment addresses events, trends, or facts that have significantly changed the character or condition of an area.

NOW, THEREFORE, be ordained it by the Charleston County Council, in meeting duly assembled, finds as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.

SECTION II. REZONING OF PROPERTY

The 0.935-acre portion of the property identified as parcel identification number 285-00-00-010, and having the location of the 0.935-acre portion identified on the map and plat attached thereto as Exhibits "A" and "B", and made part of this Ordinance by reference, is hereby rezoned from the Industrial (I) Zoning District to the Community Commercial (CC) Zoning District. The zoning map of Charleston County is hereby amended to conform to this change. Any development on the site must conform to all requirements of the *Charleston County Zoning and Land Development Regulations* and other applicable laws, rules and regulations.

SECTION III. SEVERABILITY

If, for any reason, any part of this Ordinance is invalidated by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

SECTION IV. EFFECTIVE DATE

This Ordinance shall become effective immediately following third reading by County Council.

ADOPTED and APPROVED in meeting duly assembled this 19th day of September, 2019.

CHARLESTON COUNTY COUNCIL

By: _____
J. Elliott Summey
Chairman of Charleston County Council

ATTEST:

By: _____
Kristen L. Salisbury
Clerk to Charleston County Council

First Reading: August 20, 2019
Second Reading: September 12, 2019
Third Reading: September 19, 2019

The Chairman called for a roll call vote on third reading of the ordinance. The roll was called and votes recorded as follows:

Darby	- absent
Honeycutt	- aye
Johnson	- aye
Moody	- aye
Pryor	- aye
Rawl	- aye
Sass	- aye
Schweers	- aye
Summey	- aye

The vote being eight (8) ayes and one (1) absent, the Chairman declared the ordinance to have received third reading approval.

The Chairman announced the next item on the agenda was the third reading of the Water and Sewer Ordinance.

The ordinance was given third reading.

Water & Sewer
Ordinance

Ordinance 3rd
Reading

AN ORDINANCE PROHIBITING ANNEXATION AS A PREREQUISITE FOR OBTAINING SEWER SERVICES IN THE UNINCORPORATED AREAS OF CHARLESTON COUNTY, REQUIRING CONNECTION TO SEWER LINES, AND OTHER MATTERS RELATING THERETO

WHEREAS, Charleston County is empowered pursuant to S.C. Code Ann. § 4-9-25 (Supp. 2018) to adopt ordinances as may appear to be necessary and proper for the security, general welfare and convenience of the County and for preserving health, peace, order and good government, to include providing for the orderly control of services and utilities affected with the public interest pursuant to S.C. Code Ann. § 4-9-30 (1986); and

WHEREAS, Charleston County has experienced unprecedented growth in population which places increased demands upon County infrastructure and the services necessary to secure the general welfare and health of Charleston County citizens; and

WHEREAS, improperly used or maintained on-site septic disposal systems can affect an entire community by causing one or more of the following problems: a breeding area for mosquitoes and other insects, undesirable odors, costly damage caused by sewage backing up inside the home, the spread of serious diseases, and pollution of groundwater, wells, rivers, and lakes; and

WHEREAS, State law authorizes commissioner of public works to provide sewer services within and beyond municipal limits to promote harmonious living conditions and to maintain quality standards of living for Charleston County residents; and

WHEREAS, it is necessary to ensure that the residents of the unincorporated areas of the County have access to sewer services without regard to annexation pursuant to S.C. Code Ann. § 5-31-1520 (2004), where sewer service is available as provided herein; and

WHEREAS, in order to balance the unprecedented growth and maintain the County's natural landscapes, County Council has adopted guidelines for the Rural Areas as defined in Section 3.1.7.A Future Land Use Recommendations of the Charleston County Comprehensive Plan ("Comprehensive Plan") to regulate the provision of sewer in the unincorporated areas of the County; and

WHEREAS, to ensure that sewer providers have sufficient revenues to provide adequate services, all owners of improved real property in the unincorporated areas of Charleston County whose property abuts any sewer line must comply with the sewer providers mandatory connection requirements if any, and connect with the sewer line all water closets, bathtubs, lavatories, sinks and the like so that their contents may be made to empty into that sewer; and

WHEREAS, to provide for the safety, general welfare, and convenience of the citizens of Charleston County, it is necessary to promulgate rules and regulations, to include enforcement activities, rights, and procedures for both Charleston County and its citizens relating to the provision sewer services in the unincorporated areas of the County.

NOW, THEREFORE, be it ordained by the County Council of Charleston County, South Carolina, in meeting duly assembled, County Council adopts the above-stated recitals as findings of fact and enacts the following Ordinance:

SECTION ONE: CONNECTION TO SEWER

Within the unincorporated areas of the County (excluding special purpose districts which provide sewer) it shall be unlawful to deny or condition sewer services to residents of the unincorporated area based on annexation, if sewer service is available and is directly adjacent to and/or crossing the boundary of an improved parcel. The property owner shall tie-on to a service provider's sewer line, *if available* and if any improvements thereon are occupied unless otherwise required by a sewer provider. Sewer connection shall occur within one hundred and eighty (180) days from the date sewer is available, or the adoption of this Ordinance whichever is later. Provided however, any functioning septic system shall be exempt from this Section. A septic system shall be deemed a non-functioning system if it receives a citation from any inspecting authority and repair costs meet or exceed 50% of the value of a new septic system that is appropriate for the property. A property owner with a non-functioning septic system must connect to the sewer line as described in this Section.

For the purpose of this Ordinance, sewer service shall be considered *available* if 1) the sewer service provider has installed sewer lines in the unincorporated area of the County; 2) the provision of sewer is consistent with the Comprehensive Plan and all other applicable local laws; and 3) the service provider has sufficient capacity to provide service to the area in its sole opinion. The provisions of this Section are not intended to impair or impede a sewer service provider's means and methods to conduct its business affairs as deemed appropriate by its governing body.

SECTION TWO: JUDICIAL ENFORCEMENT REMEDIES

A. Violations. Failure to comply with this Ordinance is 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.

B. Civil Penalty. Any sewer service provider whose service area extends beyond the jurisdictional boundary of a municipality or district who fails to comply with the

non-annexation provision above shall be in violation of this Ordinance. If a court of competent jurisdiction finds that a sewer provider has violated Section One of this Ordinance, it shall impose a civil penalty of no less than \$100.00 but not more than \$500.00 per day for each day of violation of this Ordinance.

C. Injunctive Relief. Any person who has been denied sewer services in the unincorporated area pursuant to the provisions of Section One, may petition the Charleston County Court of Common Pleas for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of Section One upon the service provider in the unincorporated areas.

D. Other Relief. The County may also seek injunctive relief or such other action as is appropriate for legal and/or equitable relief. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a service provider. In addition, if any sewer service provider fails to comply with the provisions of this Ordinance, any land disturbance or regulatory permit issued by a County agency or department may be suspended or revoked until such time the sewer service provider comes into compliance with this Ordinance.

SECTION THREE: SEVERABILITY

If any one or more of the provisions or portions of this Ordinance are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions and the invalidity shall in no way affect the validity of the other provisions of this Ordinance.

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 to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those 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 inoperative or unenforceable or invalid to any extent whatsoever.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

The Chairman called for a roll call vote on third reading of the ordinance. The roll was called and votes recorded as follows:

Darby	- absent
Honeycutt	- aye
Johnson	- aye
Moody	- aye
Pryor	- aye
Rawl	- nay
Sass	- aye
Schweers	- aye
Summey	- aye

The vote being seven (7) ayes, one (1) nay, and one (1) absent, the Chairman declared the ordinance to have received third reading approval.

The Chairman announced the next item on the agenda was Environmentally Acceptable Packing and Products Ordinance.

**Environmentally
Acceptable
Packaging &
Products**

**A) Delay of
Implementation
B) Ordinance 3rd
Reading**

Mr. Rawl moved to delay implementation of Ordinance number 2047, the County's plastic bag and environmentally acceptable products ordinance, in light of the proposed ordinance to amend certain provisions of the plastic bag ordinance until the amended ordinance passes third reading. Mr. Sass seconded the motion, and carried. Mr. Pryor voted nay.

The ordinance was given second reading in title only.

AN ORDINANCE REGULATING THE USE OF SINGLE USE PLASTIC CARRYOUT BAGS, PLASTIC STRAWS, AND POLYSTYRENE/PLASTIC FOAM PRODUCTS AND PROMOTING THE USE OF REUSABLE CARRYOUT BAGS AND RECYCLABLE PAPER CARRYOUT BAGS AND OTHER MATTERS RELATING THERETO AS AMENDED

The ordinance in its entirety shall appear in the Minutes of Charleston County Council at the time of third reading.

The Chairman called for a roll call vote on second reading of the ordinance. The roll was called and votes recorded as follows:

Darby	- absent
Honeycutt	- aye
Johnson	- aye
Moody	- aye
Pryor	- nay
Rawl	- aye
Sass	- aye
Schweers	- aye
Summey	- aye

The vote being seven (7) ayes, one (1) nay, and one (1) absent, the Chairman declared the ordinance to have received second reading approval.

The Chairman announced that the next item on the agenda was second reading of an ordinance rezoning several parcels on Dominic Drive.

**1724, 1725,
1740 Dominic
Drive**

**Ordinance 2nd
Reading**

Mr. Schweers stated this is the second amendment to this planned development, and therefor, the third time it had come before Council and that each time it is presented, Council ignores the comprehensive plan. It is clear that the way to get what you want from Council when you do not want to comply with the Comp Plan is to have a Planned Development. He stated that he thought during the public comment period, Mr. McShane made a reasonable proposal of either giving them four short term rentals or six units, but not both. As it stands, Council is giving them six short term rental units on three acres. No one else can do that, and it is not fair.

The ordinance was given second reading by title only.

**AN ORDINANCE
REZONING THE REAL PROPERTY LOCATED AT 1724, 1725, AND
1740 DOMINIC DRIVE, PARCEL IDENTIFICATION NUMBERS 279-00-
00-315, 279-00-00-320, AND 279-00-00-323, FROM THE PD, PLANNED
DEVELOPMENT ZONING DISTRICT (PD-128A) TO THE PD, PLANNED
DEVELOPMENT ZONING DISTRICT (PD-128B).**

The ordinance in its entirety shall appear in the Minutes of Charleston County Council at the time of third reading.

The Chairman called for a roll call vote on second reading of the ordinance. The roll was called and votes recorded as follows:

Darby	- absent
Honeycutt	- aye
Johnson	- aye
Moody	- aye
Pryor	- aye
Rawl	- aye
Sass	- nay
Schweers	- nay
Summey	- aye

The vote being six (6) ayes, two (2) nays, and one (1) absent, the Chairman declared the ordinance to have received second reading approval.

The Chairman announced the next item on the agenda was the FY20 Victims of Crime Act Grant/Law Enforcement Victim Advocacy.

**FY20 Victims of
Crime Act Grant**

**Request to
Approve**

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by County Administrator Jennifer Miller and Sheriff J. Al Cannon in regards to a request that the Sheriff's Office be allowed to apply for and accept, if awarded, the Victims of Crime Act grant. It was stated that the Victims of Crime Act (VOCA) was signed into law on October 12, 1984. The purpose of the Act was to enhance and expand direct services to victims of crime. The Act established within the U.S. Treasury a separate account known as the Crime Victims Fund. The fund is not supported by tax dollars, but rather is generated entirely by fines, penalty assessments, and forfeited bonds collected by the federal government. The U.S. Department of Justice, Office for Victims of Crime, makes annual VOCA crime victim assistance grants to the states, from the Crime Victims Fund housed in the U.S. Treasury.

In South Carolina, the primary purpose of the VOCA grant is to support the provision of direct services to victims of violent crime throughout the state for projects that will provide, enhance, improve, and expand direct services to victims of violent crime.

The Sheriff's Office is requesting permission to apply for and accept, if awarded, funding from the SC Department of Public Safety's (SCDPS) VOCA grant to support the provision of direct services to victims in Charleston County.

The purpose of these funds is to fund four Law Enforcement Victim Advocates (LEVAs) within the Sheriff's Office. The funds will cover four grant-funded FTEs, supplies, and training. Two LEVAs will serve in law enforcement and two LEVAs will serve at the detention center. There one bilingual Spanish-speaking LEVA at each (one in law enforcement and one at detention). There is an in-kind match of \$76,297. The in-kind match will be made in volunteer hours. We are requesting \$305,188 from the grantor. The grant period is October 1, 2019 through September 30, 2020.

Committee recommend that Council Allow the Sheriff's Office to apply for and accept, if awarded the Victims of Crime Act (VOCA) grant in the amount of \$305,188 with the understanding that:

- Grant funds will cover four FTEs, training, and equipment.
 - One FTE Bilingual Law Enforcement Victim Advocate (LEVA) at the Detention Center
 - One FTE LEVA at the Detention Center
 - One FTE Bilingual LEVA in Law Enforcement
 - One FTE LEVA in Law Enforcement.
- In-kind match of \$76,297 provided by volunteer hours valued at \$25 per hour. There is no cash match required.
- The grant period is October 1, 2019 through September 30, 2020.
- It is understood that at the conclusion of the grant period, the County is under no obligation to retain these positions after the grant period has expired.

Mr. Pryor moved for the committee recommendation, seconded by Mr. Rawl, and carried.

The Chairman announced the next item on the agenda was Boards and Commissions. Mr. Pryor moved for committee recommendations for Items A-F, seconded by Mr. Rawl, and carried.

ITEM A:

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury regarding the need to make an appointment to the Board of Assessment Appeals. It was stated that an announcement of vacancies for the Board of Assessment Appeals was previously made.

Application for appointment was received from Caroline Parker. Following this appointment, there will still be one vacancy on the Board of Assessment Appeals.

The Board of Assessment Appeals hears appeals from the Assessor's valuation of property values. Hearings are workload driven and are usually held on Wednesday afternoons. The Board's fifteen members shall be appointed by County Council to four year terms.

Committee recommended that Council appoint Caroline Parker to the Board of Assessment Appeals for a term to expire June 2022.

**Board of
Assessment
Appeals**

**Appointment
(1)**

**Business
License/User
Fee Appeals
Board**

**Appointment
(1)**

ITEM B:

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury regarding the need to make an appointment to the Business License/User Fee Appeals Board. It was stated that an application for appointment was received from William Litchfield. Following this appointment, there will still be two vacancies on this board.

The Business License/User Fee Appeals Board is a six member board that is charged by County Council to receive testimony and make written determinations concerning appeals of citizens and the business community aggrieved by any action taken by the Business License/User Fee Department. Half of the members of this board must be either CPAs or attorneys and other applicants are encouraged to have a strong legal and/or financial background. Meetings are scheduled in the evenings, after normal working hours, on an as-needed basis. All determinations made by this Board are final unless the decision of the Board is appealed to Council within ten days after service of the Board's decision. Terms of the Business License/User Fee Appeals Board are for four years.

This term will expire in September 2023.

Committee recommended that Council appoint William Litchfield to the Business License/User Fee Appeals Board for a term to expire in September 2023.

ITEM C:

**Accommodations
Tax Advisory
Committee**

Appointment (1)

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury regarding the need to make an appointment to the Accommodations Tax Advisory Committee. It was stated that an announcement of vacancies for the Accommodations Tax Advisory Committee was previously made.

An application for appointment was received from Elizabeth (Betsay) Painter representing the lodging industry. Following this appointment, there will still be three vacancies on this board.

The Charleston County Accommodations Tax Advisory Committee is a seven (7) member board appointed by Charleston County Council and charged by State Statute to make recommendations to Council on the expenditure of revenue generated from the state accommodations tax. The board shall consist of the following: two (2) representatives of the lodging industry whose business is located in Charleston County, a representative of the hospitality industry whose business is located in Charleston County, a representative of cultural organizations located in Charleston County, a representative who resides in Charleston County West of the Ashley (to include areas West Ashley, James Island, Johns Island, Wadmalaw Island, Hollywood, Ravenel, St. Paul's areas, Edisto Island), a representative who resides in Charleston County East of the Cooper (to include areas in Mt. Pleasant, Awendaw, McClellanville, South Santee), and a member at large who resides in any area of Charleston County.

Seven appointments initially be appointed for staggered terms of two or three years and for terms of three years following the initial appointment.

The term for this seat will expire in March 2022.

Committee recommended that Council appoint Elizabeth Painter to the Accommodations Tax Advisory Committee representing the lodging industry for a term to expire March 2022.

ITEM D:

**Procurement
Appeals Board**

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury regarding the need to make an appointment to the Procurement Appeals Board. It was stated that an announcement of vacancies for the Procurement Appeals Board was previously made.

Appointment (1)

An application for appointment was received from Nicholas Page. Mr. Page has also applied for appointment to the Library Board of Trustees.

The Charleston County Procurement Appeals Board meets only in the case of a formal protest by a vendor, regarding the solicitation of an award or an appeal from a determination made by the Director of Procurement. The Chairman of this five member Board must be an attorney. Terms are for two years.

Mr. Page was recommended by the Finance Committee to be appointed to the Library Board, therefore Committee recommended that Council re-advertise this vacancy.

ITEM E:

**Disabilities
Board**

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury regarding the need to make appointments to the Disabilities Board of Charleston County. It was stated that an announcement of vacancies for the Disabilities and Special Needs Board was previously made.

Appointment (5)

Applications for reappointment were received from P. Cooper Coker, Geoffrey Groat, Catherine LaFond, and Elizabeth Pilcher. Applications for appointment were received from Jullian Barton, Ashlin Blum, Jamie Mobberly, and Anna Belle Pfau.

Members of the Disabilities and Special Needs Board are appointed by the Governor for four year terms. County Council recommends to the Governor persons to be appointed. The mission of the Board is to assist people with disabilities in meeting their needs, pursuing their dreams and achieving their possibilities; and to minimize the occurrence and reduce severity of disabilities through prevention. The Board meets on the fourth Thursday of each month at 5:30 pm.

Committee recommended that Council recommend that the Governor appoint Cooper Coker, Geoffrey Groat, Elizabeth Pilcher, Jullian Barton, and Jamie Mobberly to the Charleston County Disabilities Board for terms to expire in September 2023.

ITEM F:

**Library Board
of Trustees**

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by Clerk of Council Kristen Salisbury provided a report regarding the need to make an appointment to the Library Board of Trustees. It

**Appointment
(1)**

was stated that an announcement of vacancy for the Library Board of Trustees was previously made.

Applications for appointment were received from Robert Flagler and Nicholas Page. Mr. Page has also applied for appointment to the Procurement Appeals Board (he is the only applicant for the Procurement Appeals Board).

The Library Board of Trustees is an 11 member Board that is charged by State Statute to control and manage the County Public Library System. Members are appointed by County Council for terms of four years. Members shall be appointed from all geographical areas of the County. Library Board meetings are held on the fourth Tuesday of each month at 5:15 pm.

Committee recommended that Council appoint Nicholas Page to the Library Board of Trustees for a term to expire December 2024.

The previous item was the last item for consideration under boards and commissions.

The Chairman announced the next item on the agenda was the Transfer of Property to the Disabilities Board.

**Transfer of
Property to the
Disabilities
Board**

**Request to
Approve**

A report was provided by the Finance Committee under date of September 19, 2019, that it considered the information provided by County Administrator Jennifer Miller and Facilities Director Timothy Przybylowski regarding the request to approve the transfer of property to the Disabilities Board. It was stated that on February 26, 2019, Council voted (in part) to authorize the transfer of up to 40,000 square feet of property located at 1357 Remount Road to the Disabilities Board of Charleston County. An ordinance is needed to accomplish the property transfer.

Committee recommended that Council approve and give first reading to an ordinance to transfer up to 40,000 square feet of property located at 1357 Remount Road to the Disabilities Board of Charleston County.

Mr. Pryor moved for the committee recommendation, seconded by Mr. Sass, and carried.

An ordinance was given first reading by title only.

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF A PORTION OF THE REAL PROPERTY
LOCATED AT 1357 REMOUNT ROAD (PARCEL ID #473-15-00-014), TO THE
DISABILITIES BOARD OF CHARLESTON COUNTY**

The ordinance in its entirety shall appear in the Minutes of Charleston County Council at the time of third reading.

The Chairman suspended the County Council meeting in order to hold Environmental Management Committee.

Following the Environmental Management Committee, the Chairman reconvened the County Council meeting.

**Bees Ferry
Landfill &
Contractual
Matter**

The Chairman announced the next item on the agenda was the Bees Ferry Landfill Update.

Recommendation

County Attorney Joe Dawson and County Administrator Jennifer Miller provided information in Executive Session regarding contractual matters and the Bees Ferry Landfill Operations.

Committee recommended that Council:

- 1) Authorize the County Attorney and Kessler Consulting, Inc. to explore and negotiate a full range of public-private partnership opportunities for the County's solid waste operations, to include but not limited to the landfilling, composting, and recycling processing, with nationally recognized solid waste, recycling, and composting companies.
- 2) Authorize the County Attorney and Kessler Consulting, Inc. to negotiate contracts to divert residential C&D, or bulky waste, from the Bees Ferry Landfill to a property permitted facility, and upon successful negotiation, authorize the County Administrator to execute those contracts.

Mr. Pryor moved for committee recommendations, seconded by Mr. Moody.

Mr. Rawl stated the County has been here before and he does not want to be here again. Mr. Rawl stated the County did have a private partnership called the incinerator, and that relationship ended a number of years ago. At that time, it cost \$46 a ton. After working with Kessler in the past, it went down to \$31 a ton and we were disposing of 70% of waste and 30% was going to the landfill. At that point, we were going through recycling, green, and spent loads of money on equipment for the landfill and personnel to run the landfill. We hired a new director who ran the landfill to the ground, sold off equipment, and messed up the MRF. We lost our composting capabilities that was once national award winning program. He stated we have serious problems, liabilities, and financial problems. If Council is going to privatize the landfill, the contracts better be written in such a way that a third grader can read, understand, ingest, and regurgitate that which is contained therein. Further, someone on staff needs to oversee the contracts and ensure they are complied with because that has not been done since he has been on Council.

The Chairman called for a vote, and the motion carried.

The Chairman asked if any member of Council wished to bring a matter before the Body.

There being no further business to come before the Body, the Chairman declared the meeting to be adjourned.

Kristen L. Salisbury
Clerk of Council