

# Lancaster County Council Regular Meeting Agenda

Monday, March 23, 2015

County Administration Building  
County Council Chambers  
101 N. Main Street  
Lancaster, SC 29720

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Steve Harper**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Presentation**
  - a. Presentation to the DAV of funds from the variety show – *Sherri Brady and Janie Demby*
  - b. Thumbs Up presentations
  - c. Municipal Separate Stormwater (MS4) Presentation – *John Gast and Jeff Catoe – pg. 4-5*
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Chairman Comments – Chairman Bob Bundy**
8. **Consent Agenda**
  - a. Minutes of the following Council Meetings:
    1. February 23, 2015 Regular meeting – pgs. 6-17
  - b. **2<sup>nd</sup> Reading of Ordinance 2015-1344 regarding an amended Fee Agreement for DLS Tire Centers, Inc.**

Ordinance Title: An Ordinance authorizing the execution and delivery of an amendment to the Fee Agreement between Lancaster County and DLS Tire Centers, Inc., to delay the start of the five year special source revenue credits by amending the fee agreement dated November 11, 2013; and other matters related thereto. *Council approved 7-0 at the March 9, 2015 meeting. John Weaver – pgs.18-22*

## 9. Non-Consent Agenda

### *Ordinance Readings*

- a. **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1343 Lancaster County Airport lease to Miller Aviation, LLC**

Ordinance Title: An Ordinance to approve the lease of certain land at the Lancaster County Airport to Miller Aviation, LLC; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. ***Council approved 7-0 at the March 9, 2015 meeting. John Weaver – pgs. 23-38***

- b. **3<sup>rd</sup> Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height (amendment needed)**

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special Exception uses, Section 4.1.17 Mini-Warehouses Subsection 6, of the Lancaster County Unified Development Ordinance. ***Planning Commission approved 7-0. Council approved 7-0 at the March 9, 2015 meeting. Penelope Karagounis – pgs. 39-41***

- c. **3<sup>rd</sup> Reading of Ordinance 2015-1342 suspension of Sunday Blue Laws**

Ordinance Title: An Ordinance to amend Ordinance No. 1163 relating to the suspension of Sunday work prohibitions so as to extend the period of suspension. ***Council approved 6-1 (Jack Estridge opposed) at the March 9, 2015 meeting. John Weaver – pgs. 42-43***

- d. **2<sup>nd</sup> Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool (amendment needed)**

Ordinance Title: An Ordinance to amend Chapter 24 of the Lancaster County Code of Ordinances related to Parks and Recreation so as to add Article III – Wylie Street Swimming Pool – ***Council approved 7-0 at the March 9, 2015 meeting. Steve Willis – pgs. 44-45***

### *Discussion and Action Items*

- e. Heath Springs Industrial Park Speculative Building – *Keith Tunnell*
- f. Standing Committee reports/comments
  - 1. *Administration Committee – Councilman Brian Carnes*
  - 2. *Infrastructure and Regulation - Councilman Larry Honeycutt*
  - 3. *Public Safety – Councilman Steve Harper*
- g. Board and Commission vacancies – *Debbie Hardin – pg. 46*
- h. Council on Aging application for a federal grant to acquire a new vehicle – *Sally Sherrin - pgs. 47-49*

**10. Status of items tabled, recommitted, deferred or held**

- a. 2<sup>nd</sup> Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. – deferred until road issues are addressed. Penelope Karagounis .
- b. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

**11. Miscellaneous Reports and Correspondence – pgs. 50-53**

- a. Time Warner Cable
- b. Government Finance Officers Association Award

**12. Calendar of Events – pg. 54**

**13. Citizens Comments *[if Council delays until end of meeting]***

**14. Executive Session - SC 30-4-40(a)(9) – Economic Development Projects – Keith Tunnell**

- a. Project Spice
- b. Project Grade
- c. Project N

**15. Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.*

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[www.mylancastercsc.org](http://www.mylancastercsc.org)



## Agenda Item Summary

Ordinance # / Resolution#: N/A  
Contact Person / Sponsor: Jeff Catoe/ John Gast  
Department: Public Works/ Keck and Wood Engineering, Inc.  
Date Requested to be on Agenda: March 23<sup>rd</sup> – Council/ March 24<sup>th</sup> Infrastructure and Regulation Committee.  
Due to deadlines within the program, we must notify Council of the Notice of Intent prior to the end of March.

### **Issue for Consideration:**

Preparation of the draft SMS4 plan (Small Municipal Separate Storm Sewer System – it is called Municipal in the federal regulations even for county governments), better known as the Storm Water plan, and several deadlines for the end of March. Most notable is the filing of the NOI or Notice of Intent to adopt the plan.

### **Points to Consider:**

This is not a program that staff is asking Council to adopt. This is a federal mandate, as promulgated in South Carolina by DHEC, that is driven by the Census declaration of portions of the panhandle as Urbanized Areas.

We are starting as small and as constrained as possible but this program will surely grow based on future Census takings and changing federal regulations.

This will involve the imposition of a new fee; the Stormwater Fee, or Rain Tax, within the designated areas. This fee will fund both personnel required to administer the program as well as operational improvements for stormwater management within the area.

### **Funding and Liability Factors:**

The amount of the fee has not yet been determined. We would anticipate seeing it added to tax bills issued in October 2015.

This is a federal requirement and we have no choice but to implement it in the designated area.

### **Council Options:**

If so desired Council can voluntarily expand the covered area. We will have certain fixed costs and expanding the area, while making people not subject to the fee otherwise, would lower the individual cost per resident.

### **Recommendation:**

Proceed with the plan as drafted. A copy of the full plan is attached as information as is a summary sheet with the items to be addressed by March 30, 2015. A motion to proceed with adopting the SMS4 Plan as prepared by Keck and Wood would be in order.



## **SMS4 PLAN – MARCH 2015 DEADLINES**

### **Page 15**

**Prepare NOI and Develop Draft Storm Water Management Plan. Full implementation will occur over a three year period.**

### **Page 19**

**Identify the pollutants of concern (POC) within the MS4**

### **Page 20**

**Analyze the pollutants of concern within the SMS4 and how a Public Education and Outreach program can impact the discharge of these pollutants.**

I would call Councils attention to the second item on Page 15. While not a March deadline, County Council is under a December 31, 2015 deadline to adopt the necessary stormwater ordinance to bring this program into effect. While obviously every jurisdictions ordinance must be localized to fit individual needs, our ordinance will closely resemble what York County and the City of Rock Hill have in place. This will be a technical ordinance; drafted by Keck and Wood with input from Public Works and the County Attorney.



**DRAFT**

*Members of Lancaster County Council*  
*Bob Bundy, District 3, Chairman*  
*Brian Carnes, District 7, Vice Chairman*  
*Steve Harper, District 5, Secretary*  
*Jack Estridge, District 6*  
*Larry Honeycutt, District 4*  
*Larry McCullough, District 1*  
*Charlene McGriff, District 2*

## **Minutes of the Lancaster County Council Regular Meeting**

101 N. Main Street, Lancaster, SC 29720

Monday February 23, 2015

6:30 p.m.

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Steve Harper, Larry Honeycutt, Larry McCullough and Charlene McGriff. Also present was Steve Willis, John Weaver, Debbie Hardin, Virginia Burgess, Veronica Thompson, Penelope Karagounis, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: Lancaster News, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

### **Welcome and recognition/pledge of allegiance and invocation**

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Council Member Charlene McGriff led the Pledge of Allegiance to the American Flag and provided the invocation.

### **Approval of the agenda**

MOTION was made by Charlene McGriff to approve the agenda as written. SECONDED by Larry McCullough. Passed 7-0.

### **Special Presentations**

#### ***Presentation of the Soil and Water Conservation District***

Willis Ballard of the Soil and Water Conservation District presented Council with information regarding the Watershed Boards and discussed that the board's main objective is to oversee the five dams in Lancaster County. He reported that the dams are in excellent condition and function well. Bill Ardrey of the Conservation District reported that the Soil and Water

Conservation District won District of the Year for South Carolina. He also reported that Amanda Roberts won Administrative Assistant of the Year and Troy Helms won Teacher of the Year.

### ***Thumbs Up Presentations***

Bob Bundy presented Thumbs Up certificates to the Soil and water Conservation District, Amanda Roberts and Troy Helms for their outstanding achievements winning the State awards.

A Thumbs Up award was given to Councilman Larry McCullough for creating the successful Thumbs Up award program.

### **Citizen Comments**

April Merrell, 1884 Tradesville Road, Lancaster spoke regarding the HOPE rent wavier.

### **Chairman Comments**

The Chairman had no comments.

### **Consent Agenda**

- a. **3<sup>rd</sup> Reading of Ordinance 2015-1330 rezoning of property by application of James E. Merrifield located near the intersection of US Hwy. 521 and SC Highway 160**
- b. **3<sup>rd</sup> Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pokket**
- c. **2<sup>nd</sup> Reading of Ordinance 2015-1341 rezoning property of Marvin R. Harper, 1495 Kershaw Camden Highway**

Larry Honeycutt made a MOTION to approve Consent Agenda items 8a – 8c. SECONDED by Charlene McGriff. Passed 7-0

### **Resolution 0867-R2015**

A Resolution authorizing the submission of a Community Development Block Grant; and providing for other matters related thereto.

Larry Honeycutt made a MOTION to approve Resolution 0867-R2015. SECONDED by Charlene McGriff. Passed 7-0.

**Needs Assessment information and Public Hearing to solicit public input on community needs and priorities for housing, public facilities and economic development.** (There were approximately 46 citizens in attendance)



**DRAFT**

Grazier Rhea of the Catawba Regional Council of Governments reviewed for information the Needs Assessment prioritized list for 2015. Council members reviewed the list and requested that number three (#3) on the list be changed to include the renovation and stabilization of a historic structure (old jail).

Ms. Rhea will bring the revised list to the March 9<sup>th</sup> meeting for Council consideration.

A public hearing was conducted and no citizens attending the meeting spoke.

### **Non-Consent Agenda**

#### ***Ordinance Readings***

#### **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1334 regarding an easement to Lancaster County Water and Sewer District for the sewer line to serve Keer.**

Ordinance Title: An Ordinance to approve a Right of Way Agreement between Lancaster County and the Lancaster County Water and Sewer District, providing an easement to the Lancaster County Water and Sewer District to be located along Old Bailes Road; and to authorize county officials to take such actions as necessary to effectuate the proposes of this ordinance.

MOTION was made by Larry McCullough to approve the 3<sup>rd</sup> Reading of Ordinance 2015-1334. SECONDED by Charlene McGriff. Passed 7-0.

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

#### **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1335 regarding the Capital Project Sales Tax Bonds**

Ordinance Title: An Ordinance Authorizing the issuance and sale of general obligation bonds, series 2015a or such other appropriate series designation, of Lancaster county, South Carolina, in the principal amount of not exceeding \$16,500,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto; and adopting written procedures related to tax-exempt debt and written procedures related to continuing disclosure.

MOTION was made by Larry Honeycutt to approve 3rd Reading of Ordinance 2015-1335. SECONDED by Brian Carnes. Passed 7-0.

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

**DRAFT**

**Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1336 regarding the Pleasant Valley Fire Protection District Bond**

Ordinance Title: An Ordinance authorizing the issuance and sale of general obligation refunding bonds (pleasant valley fire protection district), series 2015b or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$2,150,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto.

MOTION was made by Brian Carnes to approve 3rd Reading of Ordinance 2015-1336.  
SECONDED by Charlene McGriff. Passed 7-0.

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

**Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1337 regarding the refinance of bonds that were issued in 2010 for the costs associated with the Sheriff/Coroner building and the Air-Rail Park**

Ordinance Title: An ordinance authorizing the issuance and sale of general obligation refunding bonds, series 2015c or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$7,250,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto.

MOTION was made by Brian Carnes to approve 3rd Reading of Ordinance 2015-1337.  
SECONDED by Charlene McGriff. Passed 7-0.

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

**Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1331 regarding Council Standing Committees**

Ordinance Title: An Ordinance to amend the Lancaster County Code of Ordinances, Article II, Division 2 so as to add the necessary provisions for the creation, implementation and organizational structure for Lancaster County Council Standing Committees.

MOTION was made by Charlene McGriff to approve 3rd Reading of Ordinance 2015-1331.  
SECONDED by Steve Harper. Passed 7-0.



**DRAFT**

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

**2<sup>nd</sup> Reading of Ordinance 2015-1322 Amendments to the Library System Code**

Ordinance Title: An Ordinance to amend Chapter 18 of the Lancaster County Code, relating to the Library System, so as to delete archaic and duplicative language; and to provide for other matters related thereto.

MOTION was made by Larry McCullough to approve 2<sup>nd</sup> Reading of Ordinance 2015-1322. SECONDED by Larry Honeycutt. Discussion followed.

John Weaver explained that there were a number of changes from the 1<sup>st</sup> Reading version as outlined in the agenda package.

MOTION was made by Brian Carnes to amend Ordinance 2015-1322 as written for 2<sup>nd</sup> Reading. SECONDED by Larry McCullough. The amendment passed 7-0.

MOTION was made Larry McCullough to approve 2<sup>nd</sup> Reading of Ordinance 2015-1322 as amended. SECONDED by Larry Honeycutt. Passed 7-0.

**2<sup>nd</sup> Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height \*Deferred\***

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special Exception uses, Section 4.1.17 Mini-Warehouses Subsection 6, of the Lancaster County Unified Development Ordinance.

Brian Carnes requested that language be added to this Ordinance to be more specific to regarding height regulations. Penelope Karagounis will review with Zoning Official Kenneth Cauthen and Building Official Steve Yeargin.

Larry McCullough moved to defer 2<sup>nd</sup> Reading of Ordinance 2015-1338 for more firm information. SECONDED by Charlene McGriff. Passed 7-0.

**2<sup>nd</sup> Reading of Ordinance 2015-1340 Lease of 3758 Charlotte Highway, Lancaster**

Ordinance Title: An Ordinance to approve and authorize a 5 year lease with United Global Solutions Incorporated for a 5.578 parcel of land owned by Lancaster County located at 3758 Charlotte Highway, Lancaster.

MOTION was made by Jack Estridge to approve 2<sup>nd</sup> Reading of Ordinance 2015-1340. SECONDED by Brian Carnes. Discussion followed.



**DRAFT**

John Weaver informed Council that changes were made from 1<sup>st</sup> Reading that would require a motion to amend.

Larry McCullough moved to amend Ordinance 2015-1340 as written for 2<sup>nd</sup> Reading. SECONDED by Larry Honeycutt. The amendment passed 6-1. Steve Harper opposed.

MOTION was made by Jack Estridge to approve 2<sup>nd</sup> Reading of Ordinance 2015-1340 as amended. SECONDED by Brian Carnes. Passed 6-1. Steve Harper opposed.

**2nd Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names**

Ordinance Title: An Ordinance to amend the Lancaster County Procurement Code, as adopted by Council on December 13, 2010, through the passage of ordinance no. 1076 so as to add to section 2-295 an addition exemption to the procurement procedures.

MOTION was made by Brian Carnes to approve 2<sup>nd</sup> Reading of Ordinance 2015-1326. SECONDED by Charlene McGriff. Discussion followed.

Councilman McCullough asked that this process be reviewed to track the success and report quarterly/yearly metrics.

MOTION was made by Larry McCullough to amend Ordinance 2015-1326 as written for 2<sup>nd</sup> Reading. SECONDED by Charlene McGriff. The amendment passed 7-0.

MOTION was made Brian Carnes to approve 2<sup>nd</sup> Reading of Ordinance 2015-1326 as amended. SECONDED by Charlene McGriff. Passed 7-0.

**1<sup>st</sup> Reading of Ordinance 2015-1342 suspension of Sunday Blue Laws**

Ordinance Title: An Ordinance to amend Ordinance No. 1163 relating to the suspension of Sunday work prohibitions so as to extend the period of suspension.

MOTION was made by Larry McCullough to approve 1<sup>st</sup> Reading of Ordinance 2015-1342. SECONDED by Larry Honeycutt. Passed 6-1. Jack Estridge opposed.

**1<sup>st</sup> Reading of Ordinance 2015-1343 Lancaster County Airport lease to Miller Aviation, LLC**

Ordinance Title: An Ordinance to approve the lease of certain land at the Lancaster County Airport to Miller Aviation, LLC; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance.

MOTION was made by Larry Honeycutt to approve 1<sup>st</sup> Reading of Ordinance 2015-1343. SECONDED by Steve Harper. Passed 7-0.

**DRAFT**

Council requested that Steve Willis check on what kind of aircraft that Miller Aviation is certified to work on through the FAA.

### ***Discussion and Action Items***

#### **HOPE Lease**

Steve Willis discussed that the current exemption for paying the monthly lease of \$255 expired at the end of 2014. In the past Council approved a waiver during the high employment and economic downturn to allow HOPE to utilize resources to meet the needs of our citizens. The lease automatically renews unless either party notifies the other at least one year in advance. The lease renewed for a three year term on January 1, 2015.

Bekah Clawson, HOPE Director, discussed the ongoing needs of HOPE.

MOTION was made by Steve Harper to waive the lease payments for three (3) years to coincide with the term of the lease. SECONDED by Larry Honeycutt. Passed 7-0.

#### **Unified Development Ordinance rewrite information**

Kara Drane with the Catawba Regional Council of Governments (COG) reviewed the Unified Development Ordinance (UDO) rewrite information as presented in the Council package for information.

Councilman Honeycutt requested that the Planning Director find out about Conditional Zoning, specifically how York County handles this type of zoning.

#### **Grants for the Sheriff's Office for 2015-2016 Fiscal Year**

Steve Willis reported that the Sheriff has six separate grants (two continuation grants and four new grants) to submit. All grants contain funding both onetime and recurring. Local funding is \$25,125 for the continuation grants and \$49,583 for the new grants. Total federal match for all six would be \$672,387. All of these positions fall within the Sheriff's five (5) year plan.

MOTION was made by Larry Honeycutt to approve the submittal of the grants by the Sheriff's Office. SECONDED by Charlene McGriff. Passed 7-0.



**Non Budgeted Item: Local funding for vehicles for Lancaster Area Ride Service (LARS)**

Steve Willis discussed that the Lancaster Area Ride Service (LARS) requested the purchase of two vehicles in the last budget cycle and were not awarded by the Federal Government until this current budget cycle. Due to an oversight, the money that was allocated for these vehicles was not moved forward in the current budget cycle.

Steve Willis explained that these vehicles will be purchased under two separate federal programs. The 5310 program is 85% grant funding for a small bus. The total cost of the bus through state contract is \$50,598. The local grant funding requested from County Council is \$7,589.

The 5316 program is 80% grant funding for a wheelchair accessible minivan. The total cost of the van through state contract is \$37,862. The local grant funding requested from County Council is \$7,572.

Total local match requested for both vehicles is \$15,161. Total federal and state grant funding would be \$73,297.

Steve Harper made a MOTION to authorize the Finance Director to take money out of grant match to pay for the County match for vehicles. SECONDED by Larry McCullough. Passed 7-0.

**Sub-recipient agreement for Midway Project**

Steve Willis stated that this project will primarily involve work on utility lines in the community. Those lines belong to the City of Lancaster. Grant funding has already been approved by County Council. As a recap it is \$500,000 in grant funds, \$28,250 in county funding, and \$97,825 in city funding.

Brian Carnes made a MOTION to approve county funding for the Midway Project. SECONDED by Charlene McGriff. Passed 7-0.

**Appointment of Paul O. Shoup to the Indian Land Fire Fee Board**

Larry McCullough made a MOTION to appoint Paul O. Shoup to the Indian Land Fire Fee Board. SECONDED by Brian Carnes. Passed 7-0

For the record, Mr. Shoup is filling the unexpired term of Mr. John Ermantrout who verbally resigned from this position.



**DRAFT**

### **Pass Through Justice Assistance Grant (JAG)**

Councilman Bundy noted that the concern regarding this grant was that the personnel included in the grant would not bind future councils to continue the position should funding become an issue.

Mr. Willis stated that he had spoken with the Solicitor and that issue is understood and a letter will follow.

### **Monthly Finance Report**

Veronica Thompson reviewed the monthly finance report as presented in the agenda package.

### **Recreation Facilities Bond**

Steve Willis explained that there are two potential issues. The first would be spending approximately \$4 million to upgrade all existing park facilities and to acquire land for a major sports complex in central Lancaster County. The second would be to spend approximately \$17 million for the construction of a major sports complex. This would submit the question to the voters, who would make the decision to proceed or not on one or more projects.

Council discussed the need to have business case information gathered and brought back to Council regarding the current facility upgrades and also the costs of the building and maintaining a mega complex.

### **Review of present by-laws of and a general discussion of the Economic Development Corporation**

Council Members Charlene McGriff and Larry Honeycutt had the following questions and concerns regarding the Economic Development Corporation.

*Charlene McGriff requested:*

1. Review or revisit the Lancaster County Economic Development Structure and Bylaws by our attorney and make any recommendations as he deems necessary.
2. Look at present structure to determine the legalities of the structure and if it meets the needs of the employees. Is it a County Office or a 501(c)(3) non profit organization?
3. Is the Economic Development a 501(c)3 Organization or County Organization?

4. Concern with the make- up of the Board, especially the Executive Committee, most of them not living in Lancaster County, and the President, Mr. Tunnell, does not live in the county.
5. When nominations are brought to Council regarding board appointments, we need to have the needs of Lancaster County at heart. We need to have Lancaster County represented on that board
6. I understand that there are necessary agencies that need to be on the board like the utility companies, but some may need to be at the meeting but not have voting powers. They need to be there for information and answer questions.
7. Recommend that if any decisions or votes are made by individuals and members that have something to do with any subject matter that is coming up, they should recuse themselves for ethical reasons.
8. Concern with the budget. It is imperative that Economic Development budget be provided to the County Finance Committee - complete with both private and county funds.

*Councilman Honeycutt requested:*

1. Discussion of Salaries given to the Lancaster County Economic Development Staff

This topic will be placed on the March 9<sup>th</sup> agenda for discussion.

### **Committee appointments**

The following committee appointments were assigned by Chairman Bob Bundy:

**Administration:** (Finance, Budget, HR, Assessor, Auditor, County Attorney, Delinquent tax, Clerk to Council, Procurement, Risk Management, Register of Deeds, Treasurer, VA, Information Technology)  
McGriff  
Bundy  
Carnes - Chair

**Infrastructure and Regulation:** (Planning, Zoning, Code Enforcement, Building Inspections, Parks, Fleet Operations, Public Works, Building Maintenance, Airport, Library)  
Estridge  
Honeycutt - Chair  
McCullough

**Public Safety:** (Sheriff, EMS, Fire, Coroner, Animal Shelter, Communications, Clerk of Court, Probate Judge, Solicitor, Magistrate, Public Defender, GIS)  
Harper - Chair



**DRAFT**

Bundy  
McCullough

**COG:** Bundy  
McCullough

**RFATS:** Carnes

**Liaisons to Commissions-** For these positions, our attempt is to keep up the communication between the commissions and Council. This should involve going to a few meetings per year.

Airport -Harper and Honeycutt  
Assessment Appeals -Harper  
Community Relations- Bundy  
Construction Appeals - Harper  
Fire Committee-Carnes and Honeycutt  
Health and Wellness- Honeycutt and McGriff Historical  
Committee -Estridge and McGriff  
IL Fire District -Carnes and McCullough  
Library Board -McCullough  
Planning Committee -Bundy, Harper. McCullough  
Pleasant Valley Fire Dist. - Carnes  
Transportation Committee-Estridge and Honeycutt  
City of Lancaster - Honeycutt and McGriff  
City of Heath Springs-Estridge  
City of Kershaw- Estridge  
School District – McGriff

### **Executive Session**

MOTION was made by Charlene McGriff to go into Executive Session. SECONDED by Larry McCullough. Passed 7-0.

Jeff Catoe was asked to join Council in Executive Session

MOTION was made Brian Carnes to come out of Executive Session. SECONDED by Steve Harper. Passed 7-0.

Council had an Executive Session to hear a proposed sale or purchase of property. There were not votes taken. The following motion was made from Executive Session.



**DRAFT**

MOTION was made by Larry McCullough to approve the purchase of a parcel of property to be used for a new Indian Land Recycle Center and for the use of the monies previously allocated for the property's purchase. SECONDED by Brian Carnes. Passed 7-0.

### **Adjournment**

MOTION was made by Larry Honeycutt to adjourn. Seconded by Charlene McGriff Passed 7-0.

Respectfully Submitted:

Approved by Council, March 23, 2015

Debbie C. Hardin  
Clerk to Council

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Steve Harper, Secretary

## **Lancaster County Council Agenda Item Summary**

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Ordinance # / Resolution #: Ordinance No. 2015-1344

Contact Person: John Weaver

Sponsor: Lancaster County Economic development Corporation

Date of Request: March 13, 2015

**Issue For Consideration:** Whether or not it is appropriate for Council to amend Ordinance No. 2013-1239 so as to authorize DLS Tire Centers, Inc. to delay by one year the Special Source Revenue Credits that earlier were negotiated in the Fee Agreement?

**Points to Consider:** This request has been made by the company and is supported by LCEDC to allow the company's growth and investment to better coincide with the incentives offered by the county.

**Funding and Liability Factors:** N/A

**Council Options:** Approve or reject

**Recommendation:** Approval.



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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1344

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**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY AND DLS TIRE CENTERS, INC., TO DELAY THE START OF THE FIVE YEAR SPECIAL SOURCE REVENUE CREDITS BY AMENDING THE FEE AGREEMENT DATED NOVEMBER 11, 2013; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to cause to be acquired properties (which such properties constitute "projects" as defined in the Act) and to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes (the "FILOT") through a FILOT agreement (the "Fee Agreement") pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the Lancaster County Ordinance No. 2013-1239 dated November 11, 2013, the County Council authorized the execution by the County of a Fee Agreement dated as of November 11, 2013 (the "Fee Agreement") with DLS Tire Centers, Inc. ("DLS") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of producing retread tires in the County and all activities related thereto (the "Project"); and

WHEREAS, the County and DLS are desirous of amending the Fee Agreement dated November 11, 2013, to delay the start of the 5 year Special Source Revenue Credit payments from January 15, 2015 to January 15, 2016; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Fee Agreement (the "Amended Fee Agreement") by and between the County and DLS; and

WHEREAS, it appears that the Amended Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Lancaster County, South Carolina, as follows:

Section 1. It is the intention of the County Council and DLS that the amendment of the Fee Agreement shall delay the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and DLS to either party. So as to accomplish the amendment to the Fee Agreement dated November 11, 2013, an Addendum to the Original Agreement, in the form attached hereto, shall be executed by both parties.

Section 2. The terms of the Amended Fee Agreement, delaying the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full



force from and after its passage and approval.

**Section 6. Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

**Section 7. Severability.**

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

**Section 8. Controlling Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 9. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

This \_\_\_\_ day of \_\_\_\_\_, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	March 9, 2015	Passed 7-0
Second Reading:	March 23, 2015	Tentative
Public Hearing:	April 13, 2015	
Third Reading:	April 13, 2015	Tentative

## **Addendum to the Fee Agreement**

By their respective signatures hereto, Lancaster County and DLS Tire Centers, Inc., do hereby, acknowledge that the original Fee Agreement has been amended to the extent that the five (5) year Special Source Revenue Credit payment shall run from January 15, 2016 through January 15, 2020.

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

Lancaster County

\_\_\_\_\_  
Steve Willis, County Administrator

DLS Tire Centers, Inc.

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



# The Lancaster News

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## LANCASTER COUNTY COUNCIL NOTICE OF PUBLIC HEARING

A public hearing is scheduled for Monday, March 23, 2015 at 6:30 p.m. in the Lancaster County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2015-1343 "AN ORDINANCE TO APPROVE THE LEASE OF CERTAIN LAND AT THE LANCASTER COUNTY AIRPORT TO MILLER AVIATION, LLC; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE."

At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 03/04/15

  
Notary Public of South Carolina

My Commission Expires February 10, 2020

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STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

ORDINANCE NO. 2015-1343

**AN ORDINANCE**

**TO APPROVE THE LEASE OF CERTAIN LAND AT THE LANCASTER COUNTY AIRPORT TO MILLER AVIATION, LLC; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.**

Be it ordained by the Council of Lancaster County, South Carolina:

**Section 1.     Findings.**

The Lancaster County Council finds that:

(a) the County owns the land and improvements where the Lancaster County Airport is located;

(b) Miller Aviation, LLC (the "Company") proposes to lease from the County at the Lancaster County Airport two maintenance hangars and an adjacent apron area, including two shade ports and three tie-down spaces (the "Property") and to use the Property for aircraft maintenance and repair; and

(c) the public benefits to be received by the County for the lease of the Property to the Company are fair and reasonable compensation.

**Section 2.     Approval of Lease; Authority to Execute.**

A.     The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a lease by and between the Company and Lancaster County, providing for the lease of the Property to the Company (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as

attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

B. County Council authorizes and approves the lease of the Property to the Company.

**Section 3. Authority to Act.**

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney, each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

**Section 4. Severability.**

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

**Section 5. Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 6. Effective Date.** This ordinance is effective upon Third Reading.

**AND IT IS SO ORDSINED**

Dated , this 23rd day of March, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council



First Reading:	February 23, 2015	PASSED 7-0
Second Reading	March 9, 2015	PASSED 7-0
Public Hearing:	March 23, 2015	
Third Reading:	March 23, 2015	Tentative

**Exhibit A to Ordinance No. 2015-1343**

**Lease  
Lancaster County and Miller Aviation, LLC  
Certain Maintenance Hangars and Apron Area at the Lancaster County Airport**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

LAND LEASE, USE AND OPERATING AGREEMENT  
BETWEEN  
LANCASTER COUNTY, SOUTH CAROLINA  
AND  
Miller Aviation, LLC

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between COUNTY OF LANCASTER("Lessor"), and Miller Aviation, LLC, a South Carolina limited liability corporation ("Lessee").

**WITNESSETH**

WHEREAS, The County is the owner and operator of the Lancaster County Regional Airport ("Airport") which is located in Lancaster County, State of South Carolina; and

WHEREAS, Lessee desires to lease and use two maintenance hangars on certain Airport land and/or improvements and/or engage in certain Aeronautical Activities ("Activity" or "Activities") at the Airport; and

WHEREAS, The County desires to lease to Lessee and allow the use and/or operation on certain Airport land at the Airport to Lessee, in accordance with the terms herein and to grant access to Lessee to the premises for such term and conditions as defined herein.

NOW, THEREFORE, for and in consideration of the rents, fees, covenants, promises, and agreements contained herein, and for other good and valuable consideration, County and Lessee agree as follows:

**SECTION 1. GENERAL**

A This agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the hangar "Hangar" and portion of adjacent apron and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the land, except that this agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

B. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

C. The parties to this agreement hereby acknowledge and agree that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the County of Lancaster.

D. This agreement shall be governed by the laws of the State of South Carolina and construed thereunder and venue of any action brought under this agreement shall be in Lancaster County, South Carolina.

E. If any section, paragraph, sentence, or phrase entered in this agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this agreement and, to this end, the provisions of this agreement are declared to be severable.

## **SECTION 2.      LEASED AREA: 2 maintenance hangars and apron**

Building – Lessor does hereby lease to Lessee two maintenance hangars and an adjacent apron area. The two hangars include approximately 7,300 sq. ft. of space (Hangar 1 – 2,500 s.f., Hangar 2 – 4,800 s.f.) and an adjacent apron area which includes approximately 3,200 sq. ft. of space (80' x 40' feet) as shown on Exhibit "A" which is attached hereto and incorporated herein, and hereinafter referred to as the "Hangars" and located on the Airport. Per the Airport Commission, the lease is for two (2) shade ports with three (3) tie down spaces and the apron described above. Lessee hereby leases said Hangars and apron (the "**Leased Premises**") from the Lessor subject to the terms, considerations, and privileges stated herein.

## **SECTION 3.      TERM**

This lease shall be for a term of 2 years, commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2017. At the end of the term, the County can choose to continue acceptance of payment from Lessee on a month-to-month basis until such time that the County chooses to terminate this arrangement or the County may choose to draft a new lease for negotiation. All the terms and conditions stated herein shall remain in effect while the month-to-month arrangement is being exercised or while a new lease is being negotiated.

## **SECTION 4.      CONSIDERATION**

A. In consideration for the lease of the Leased Premises referenced herein, Lessee hereby agrees to pay a monthly sum of Three Hundred (\$300.00) Dollars. All payments are to be made monthly; beginning one month in advance on or before the day this agreement is entered.



B. All lease payments shall be paid as the same become due, without demand, in lawful currency of the United States and made payable to Lancaster County, South Carolina by mail or delivery.

C. In the event Lessee fails to remit any payments when the same are due, an interest rate at the rate of 10% shall be charged by Lessor beginning on the seventh (7th) day after the date the payment is due and such interest shall continue to accrue monthly against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than 90 days, this lease may be terminated by Lessor as further defined in Section 9. Two consecutive late payments made during the term of this lease or a total of four late payments made during the lease term (total) will be cause for Lessor to terminate this agreement.

D. Lessee agrees that Lessee will at all times keep the Leased Premises, including the inside and the outside of the Hangars clean and free of trash, litter, tall grass, weeds, junked automobiles, dilapidated aircraft and scrap aircraft parts, etc. or any other object(s) that may be considered unsightly as determined by the airport manager or other representative as appointed by the County.

E. Lessee shall abide and require Lessee's permitted subtenants, if any, to abide by all applicable rules and regulations as established by state, local, and federal agencies or by any other agency with the power to establish or to enforce rules and regulations concerning the use of the Leased Premises and, except as permitted in Section 6 below, will not engage in storage or disposal of hazardous chemicals, fuel, and/or oil or use thereof on the Leased Premises described herein. Should Lessee fail to keep the Leased Premises area clean and free of hazards, Lessor may, after 10 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup within ten days after demand therefore and/or general disregard for the considerations and restrictions listed in this lease agreement will be grounds for the Lessor to terminate this agreement.

F. Taxes, Fees- Lessee shall be liable for all existing or future imposed taxes and fees owed on or by Lessee's personal business or Lessee or in any way connected to the operations on the Leased Premises described herein. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. The minimum types and amounts of insurance coverages required are specified in the airport's minimum operating standards.

## **SECTION 5. UTILITIES**

The Lessor agrees to pay for normal water, electric, and sewer utility services for the leased premises during the term of this Agreement. Any abuse of, or unnecessary, or excess consumption of electricity, water, or other utility paid for by the County will constitute grounds for lease termination.

## **SECTION 6. PERMITTED USE**

A. Lessee agrees that the Leased Premises defined herein are to be only used for the following purpose: use by Lessee in conjunction with aircraft maintenance and repair including, but not limited to, airframe maintenance and repair, [power plant maintenance and repair], and avionics maintenance and repair.

B. Lessee shall safely store and use such chemicals, cleaning agents, fuel and/or oil used by Lessee in conjunction with its maintenance and repair operations in full compliance with all applicable laws and regulations including regulations from OSHA, SC Department of Labor, Licensing and Regulation, the SC Property and Liability Insurance Trusts, the Lancaster County Fire Marshal and the Lancaster County Airport Commission and/or Manager.

## **SECTION 7. RESTRICTED USE**

A. Lessee agrees that neither Lessee nor any of Lessee's permitted subtenants, if any, will use the Leased Premises or any part thereof for the purpose of temporary or permanent living quarters or for overnight occupancy.

B. Lessee agrees that neither Lessee nor any of Lessee's permitted subtenants, if any, will conduct any commercial activity at the Airport other than those permitted uses denoted in SECTION 6. Any tenant found in violation may be given, by the Lessee or by airport management, an initial written warning to cease and desist. Any subtenant found in violation after said warning has been given will be considered in violation of the airport's rules and regulations and their lease shall be terminated and will be required to vacate

C. Lessee agrees that Lessee shall submit for review and receive written approval from the airport manager and/or county representative of any sublease prior to distribution to subtenants. As long as the previously approved sublease has not been amended or otherwise modified, the lease can be distributed to the Lessee's subtenants at the Lessee's discretion.

D. Lessee agrees to provide a sufficient number of fire extinguishers of acceptable size and rating as determined by the local fire marshal within each Hangar. Such fire extinguisher(s) shall be positioned in a highly visible and readily accessible area.

E. Except as expressly permitted in Section 6, Lessee agrees that Lessee will not store and will not permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside or around the Leased Premises without prior written consent from the Lessor.

F. Lessee agrees not to make any additions or modifications to the land or Hangars including the installation of signage or improvement of interior or exterior decor unless Lessee has obtained prior approval from the airport manager or County's representative in writing and has complied with the terms of this agreement as to construction, liens, etc. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease, shall become the property of the Lessor.

G. Lessee agrees that Lessee will not operate any aviation or non-aviation related business or activity on the Leased Premises other than expressly described in Section 6A herein without the express written consent of Lessor. Any such aviation or non-aviation related business or activity must be so established through a separate contract.

H. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangars or on the Leased Premises; provided, however, with proper precaution, Lessee shall be permitted to do so on the outside leased apron area as required in order to perform maintenance.

## **SECTION 8. SUBLEASE, ASSIGNMENT, OR SALE**

The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association without first obtaining prior written approval from the County of Lancaster. Any such sublease, assignment, sale, or transfer without prior written permission from the County shall be grounds, at the option of the Lessor to immediately terminate this agreement. If the Lessor agrees to permit the transfer of this lease to another, the new Lessee shall be required to abide by and comply with all the terms and conditions of this agreement unless the County chooses to draft a new agreement with the Lessee. Any approved assignment of lease will result in a contract directly between the County of Lancaster and the Lessee and not through a sublease. The County reserves the right to withhold approval of any type of lease transfer for any or no reason whatsoever.

## **SECTION 9. TERMINATION**

A. This agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein. Should Lessee be declared bankrupt, incompetent, or become deceased, this agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or



permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 30 consecutive days, or violates any of the terms and conditions of this agreement, Lessor has the right to terminate this agreement and retake possession of any Airport property leased to or under the control of Lessee.

B. Lessee agrees and understands that Lessor reserves the right and has an obligation to further expand, develop, or improve the airport in order to meet the demands of the travelling public, including the termination of this lease agreement, in such instance that the continued leasing of the Leased Premises or otherwise would have a negative impact on any proposed development or improvements at the Airport. This Agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee.

C. This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this agreement, except as contained in paragraph 9D hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.

D. At the termination of this agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be found in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall remain responsible for any and all expenses incurred by Lessor in such action. The Lessee shall remain responsible for any outstanding bank loans, contractor payments, maintenance or other expenses owed by the Lessee.

#### **SECTION 10. LIABILITY / INSURANCE REQUIREMENTS**

A. Lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use or occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises or the roads, driveways or other public places used by Lessee at the airport. Part of the foregoing obligation of Lessee under this Section shall be met by the Lessee by obtaining and maintaining continuously in effect and at all times during the term

hereof, at Lessee's sole expense, insurance in a form satisfactory to the County to cover Lessee's liability by reason of its tortious conduct (or omission of conduct) or that of any of its employees, agents, or servants in conjunction with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured.

B. Lessee shall provide Lessor with evidence satisfactory to Lessor of all such insurance, and shall notify Lessor in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee has knowledge. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval by Lessor. The types and amounts of the minimum insurance coverage requirements are specified below:

Hangar Keeper's Legal Liability: Value \$100,000/\$50,000 any one unit.

Commercial Liability to include products and completed operations: \$25,000 per accident/\$10,000 property damage.

Policy Liability Aggregate: \$75,000

Liability Self-insured Retention: \$2,500/\$2,500

C. The Lessee shall be financially liable for any environmental contamination sites, spills, releases to the storm water system or other type of contamination that is deemed to be caused by the Lessee or by one of the Lessee's subtenants. The Lessee is also required to comply with the airport's Storm water Prevention and Pollution Program (SWPPP).

## **SECTION 11. SUBORDINATION**

The lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States government, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

## **SECTION 12. ARBITRATION**

This Agreement is subject to arbitration pursuant to the Uniform Arbitration Act, Section 15-48-10, et seq., Code of Laws of South Carolina 1976, as amended. Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration and judgment upon the dispute rendered by the arbitrators shall be final and binding on both parties. Each party shall designate one arbitrator and those two shall designate a third. The costs of arbitration and all legal expenses of both parties shall be paid by the losing party.

### **SECTION 13. RIGHT OF ENTRY**

The County and/or its representatives shall have the right to enter the Premises including all buildings, structures and improvements, at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or County's obligations under this Agreement. County shall provide advance written notice (which shall include email transmission) prior to entering any non-public area except when County determines that emergency circumstances due to safety concerns require immediate entry without prior notice. The County shall possess a key or copy thereof in order to gain access as is required to the hangar.

### **SECTION 14. QUIET ENJOYMENT**

Upon payment of rents and fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the premises and privileges granted for the term of this Agreement free from hindrance or interruption by the County. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Premises, provided same do not materially adversely affect Lessee's ability to access and use the Premises.

### **SECTION 15. MAINTENANCE OF AIRPORT**

Lessee understands and agrees that Lessor reserves the right to maintain the Airport to the standards recommended by the FAA and/or the South Carolina Department of Transportation. Such rights include the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. As such, the Lessor is not responsible for any loss of business and/or associated revenue resulting from the deactivation or closure of any airport feature including but not limited to runways, taxiways, connectors, aprons, roads, navigational aids, lighting fixtures, structures (including hangars) and other county owned property.

**THE REMAINDER OF THIS PAGE IS BLANK**



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

**County of Lancaster**

\_\_\_\_\_  
County Administrator

Attest:

\_\_\_\_\_  
Clerk to Council

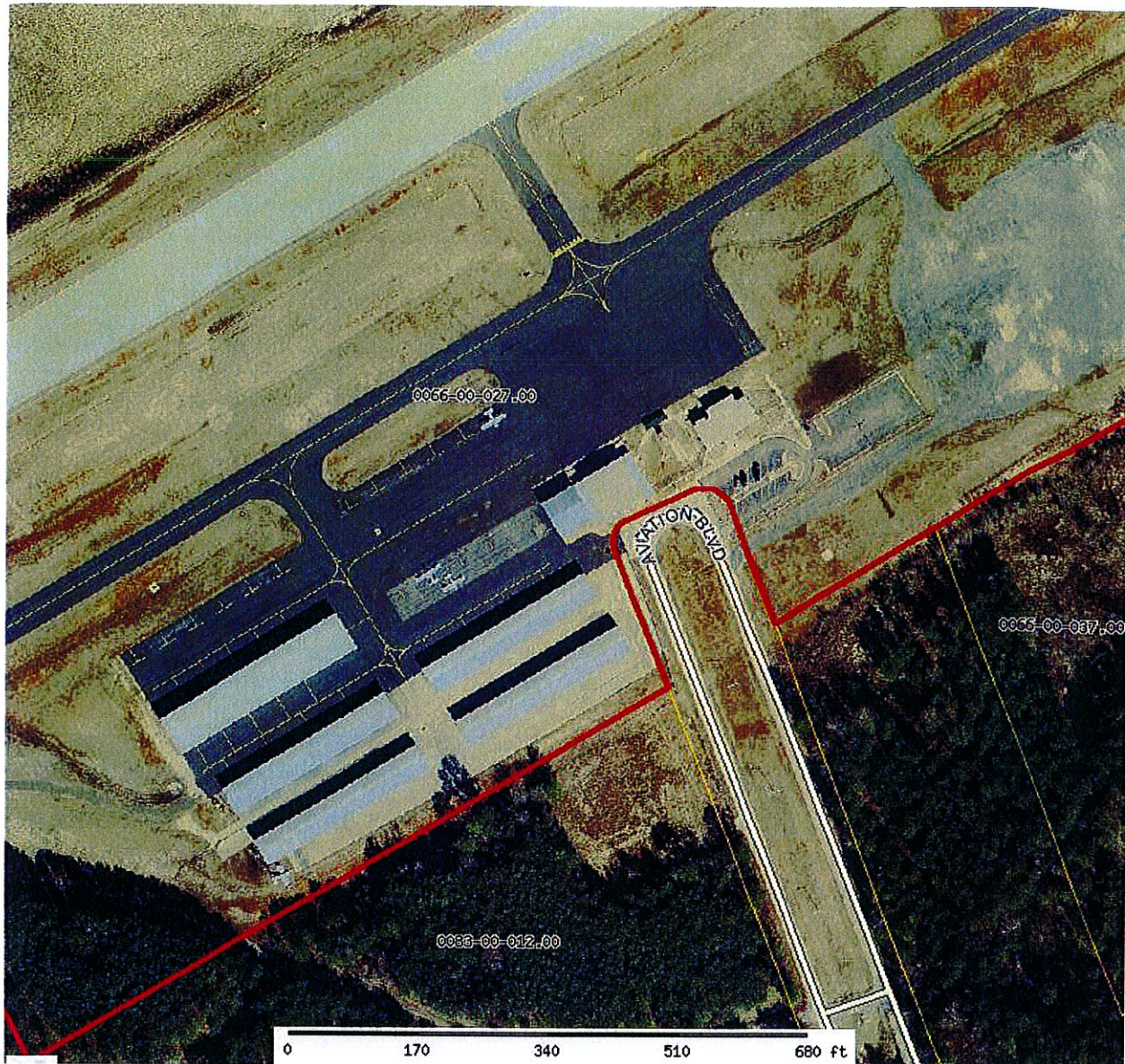
**Miller Aviation, LLC**

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

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
(Attach drawing of Hangars and apron)



Lancaster County Assessor			
Parcel: 0066-00-027.00 Acres: 300.75			
Name:	LANCASTER COUNTY AIRPORT % F MCWHIR	Land Value	\$1,653,800.00
Site:	286 AVIATION BLVD	Improvement Value	\$894,600.00
Sale:	\$0 on 11-1969 Vacant= Qual=	Accessory Value	\$58,000.00
Mail:	N MARKET ST LANCASTER, SC 29720-0000	Total Value	\$2,606,400.00

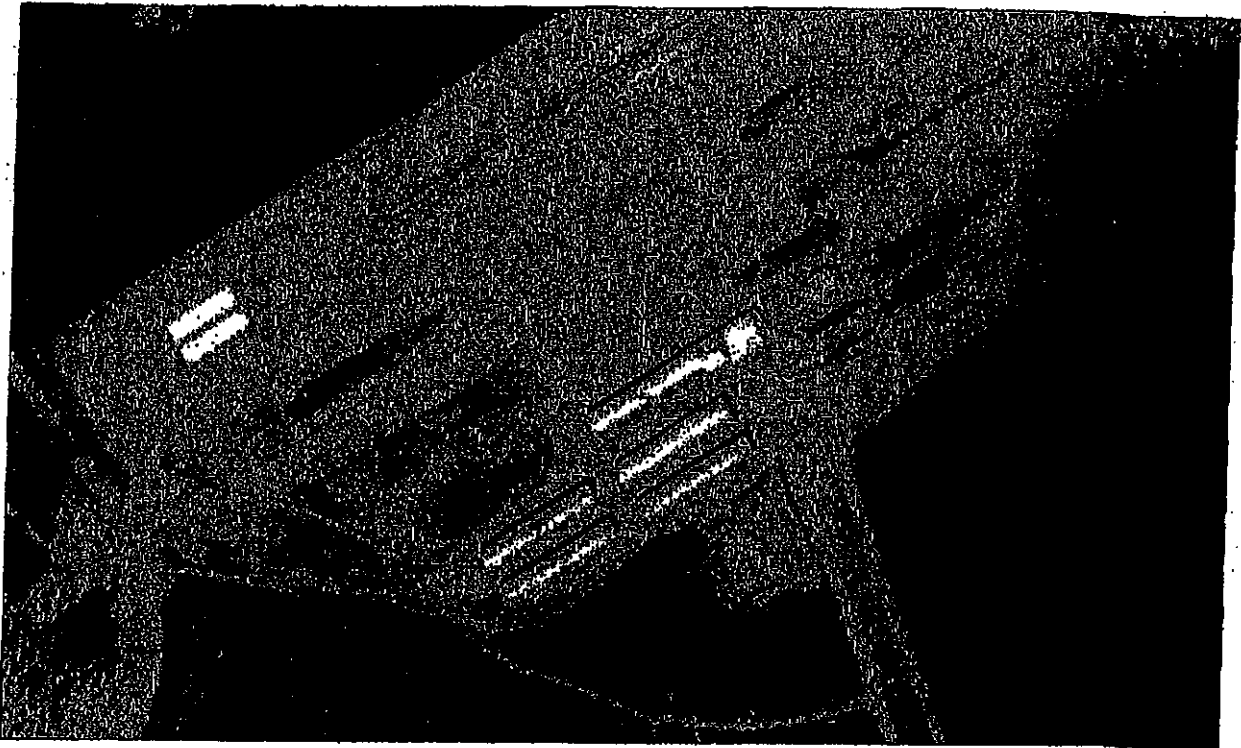


The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 02/12/15 : 17:06:33



EXHIBIT "A"  
MAINTENANCE HANGAR LEASE





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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1338

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND CHAPTER 4, CONDITIONAL AND SPECIAL EXCEPTION USES, SECTION 4.1.17 MINI-WAREHOUSES SUBSECTION 6, OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE.

Be it ordained by the Council of Lancaster County, South Carolina:

**Section 1.**      **MINI-WAREHOUSES**

Section 4.1.17 Mini-Warehouses, Subsection 6 of the Lancaster County Unified Development Ordinance is deleted:

**Section 4.1.17 Mini-Warehouses**

Due to the need to better integrate mini-warehouses into the fabric of the community; all such uses shall meet the following requirements:

1. Mini-warehousing sites shall be at least two acres but not more than ten acres in size.
2. Lot coverage of all structures shall be limited to 50 percent of the total area.
3. Vehicular ingress/egress shall be limited to one point for each side of property abutting on a street lot line.
4. No business activities conducted by tenants other than rental of storage units shall be permitted on the premises.
5. There shall be no outside storage of materials.
6. All outdoor lighting shall be installed so as not to exceed ten (10) feet in height and shall not shine or reflect directly onto any surrounding properties.

7. A Type 3 buffer yard, as defined in Chapter 12, shall be installed along any street frontage and any property line which abuts a residential district. All plants used to meet the requirements of the Type 3 buffer yard shall be evergreens.
8. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.
9. Individual storage units may be used for the storage of goods which are associated with any office, retail, or other business use. However, no business shall be allowed to operate from an individual storage unit.
10. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
11. No parking spaces or drive aisles are allowed in any required side or rear yard.
12. The minimum drive aisle width shall be 24 feet in width and the entrance shall be setback a minimum of 75 feet from the right-of-way or easement line of the street from which the site has access.
13. The entrance to the site shall have a gate. The gate shall be setback a minimum of 75 feet from the right-of-way or easement line of the adjacent street. This space is required to allow for one (1) tractor trailer and one (1) automobile to be stacked while waiting to open the front gate.
14. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.
15. The maximum building height limitation for B-3, General Commercial District is 50 feet; I-2, Heavy Industrial District is 60 feet; and all other zoning districts are 35 feet. If the building is not protected by sprinklers it can not exceed 35 feet in height for B-3, General Commercial or I-2, Heavy Industrial District properties.

**Section 2.      Severability.**

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

**Section 3.      Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 4.      Effective Date.**

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this 23rd day of March, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	February 9, 2015	Passed 7-0
Second Reading:	March 9, 2015	Passed 7-0
Third Reading:	March 23, 2015	Tentative

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1342

**AN ORDINANCE**

**TO AMEND ORDINANCE NO. 1163 RELATING TO THE SUSPENSION OF SUNDAY  
WORK PROHIBITIONS SO AS TO EXTEND THE PERIOD OF SUSPENSION**

Whereas, pursuant to SC Code Section 53-1-160(a), Lancaster County Council did on August 13, 2012 extend until June 30, 2020 the suspension of Sunday work prohibitions for the reasons cited therein; and

Whereas, Council has determined that it is appropriate to extend the suspension until a future, undetermined date;

NOW THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

**Section 1.      Extension of Sunday Work Prohibition Suspension.**

Section 2 of Ordinance No. 972 is amended to read:

“Pursuant to the provisions of Section 53-1-160(A), Code of Laws of South Carolina 1976, as amended, the application of the Sunday work prohibitions contained in Chapter 1, Title 53, Code of Laws of South Carolina 1976, as amended, are suspended in Lancaster County until such time as Lancaster County Council shall see fit and deem it right and appropriate to lift this suspension and to reinstitute the Sunday work prohibitions though out Lancaster County. Any employee of any business which operates on Sunday during the period the Sunday work prohibitions are suspended has the option of refusing to work in accordance with Section 53-1-160(A) and Section 53-1-100, Code of Laws of South Carolina 1976, as amended.”



**Section 2.      Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 3.      Severability.**

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

**Section 4.      Effective Date.**

This Ordinance is effective upon Third Reading.

And it is so ordained, this 23rd day of March, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	February 23, 2015	PASSED 6-1
Second Reading:	March 9, 2015	PASSED 6-1
Third Reading:	March 23, 2015	Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1332

**AN ORDINANCE**

**TO AMEND CHAPTER 24 OF THE LANCASTER COUNTY CODE OF ORDINANCES  
RELATED TO PARKS AND RECREATION SO AS TO ADD ARTICLE III – JOINTLY  
OWNED SWIMMING POOL.**

Be it ordained by the Council of Lancaster County, South Carolina:

**Section 1. Article III – Jointly Owned Swimming Pool.**

Chapter 24 of the Lancaster County Code is further amended to read:

**Article III – Jointly Owned Swimming Pool.**

**Section 24-51 – Joint Ownership**

Notwithstanding Section 24-24(a)(2) of the Lancaster County Code, the swimming pool located on Wylie Street in the City of Lancaster shall be owned and operated by Lancaster County. Operating and capital costs associated with the swimming pool shall be equally shared between Lancaster County and the City of Lancaster, following a review by the County Infrastructure and Regulation Committee, the City Finance Committee, and the Parks and Recreation Commission.

**Section 2. Severability.**

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

**Section 3. Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County orders, resolutions, and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 4. Effective Date.**

This ordinance is effective upon Third Reading.

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

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	March 9, 2015	Passed 7-0
Second Reading:	March 23, 2015	(TENTATIVE)
Third Reading:	April 13, 2015	(TENTATIVE)

## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Debbie Hardin

Department: Administration

Date Requested to be on Agenda: 3/23/15

**Issue for Consideration:**

Board and Commission openings

**Points to Consider:**

The Community Relations Commission has two vacant positions open in District 4 and District 6. They also have vacancy with the City Representative and School Representative. Letters have been sent to the City of Lancaster and the School district informing them of the openings.

**Funding and Liability Factors:** n/a

**Council Options:**

**Recommendation:** This is for information only.



## Agenda Item Summary

Ordinance # / Resolution#: N/A  
Contact Person / Sponsor: Steve Willis/ Sally Sherrin  
Department: Admin/ Council on Aging  
Committee: Administration  
Council or Committee Agenda date: Due to short turn around time on grant this is coming straight to Council. The deadline for submission is April 2<sup>nd</sup> and the notice was sent out by the SC Department of transportation on March 3<sup>rd</sup>.

### **Issue for Consideration:**

Application for federal grant funding to acquire new vehicle. The grant will be submitted by the Lancaster County Council on Aging.

### **Points to Consider:**

This will be for a new conversion bus to replace a 2011 model. The bus is used to transport senior citizens in the Heath Springs and Kershaw area.

This request will be under the Federal Highway Administration Section 5310 program – Enhanced Mobility of Seniors and Individuals With Disabilities.

### **Funding and Liability Factors:**

The local match, which will be requested in their FY 15-16 funding request, is \$9,335. This is a 20% local match grant. The base vehicle cost, minus tax, is \$46,774.

### **Council Options:**

Council may decide not to fund the requested grant match in FY 15-16. If such is the case, the Council on Aging needs to know now so as to not apply for the grant. That means a bus with high mileage would continue to be used for the program.

No formal action is needed at this time unless Council desires to notify the Council on Aging that local funding will not be available. Actual fund appropriations will take place as part of the budget process.

### **Recommendation:**


Staff recommends funding the grant match for the replacement of the vehicle.



South Carolina  
Department of Transportation

## MEMORANDUM

**TO:** Operators of Local Public Transportation Systems  
Councils of Governments  
Metropolitan Planning Organizations  
South Carolina Association of Counties  
Municipal Association of South Carolina  
State Human Service Agencies  
South Carolina Alliance for Mobile Infrastructure

**FROM:**  Doug Frate, Director of Intermodal & Freight Programs

**DATE:** February 27, 2015

**SUBJECT:** **Announcement of State Fiscal Year 2015-2016 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program (Partial Funding Apportionments) - Call for Rural and Small Urban Projects**

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The South Carolina Department of Transportation (SCDOT) is pleased to announce the State Fiscal Year (SFY) 2015-2016 call for projects for rural and small urbanized area *Enhanced Mobility of Seniors and Individuals with Disabilities* (Section 5310) program. In order to effectively evaluate requests for funding, OPT is requesting applicant letters of intent. Please refer to the application guidance and instructions located on the [OPT website](#) for further information.

The total federal rural and small urban Section 5310 amounts available is based on funding appropriated pursuant to FTA Federal Register Vol. 80, No. 26 (February 9, 2015) as authorized by the *Highway and Transportation Funding Act of 2014* (Pub. L. 113-159), which extends the *Moving Ahead for Progress in the 21st Century Act* (MAP-21) authorization and contract authority to carry out FTA's formula programs through May 31, 2015. As a result, FTA was limited to apportioning two-thirds of authorized funds to carry out FTA's formula programs at this time. Should Congress pass legislation that provides additional contract authority to support the formula programs for FY2015, FTA will issue an additional notice apportioning any additional amount up to the obligation limitation provided for such programs in the FFY2015 Appropriations Act. At that time, SCDOT will distribute the remaining federal apportionment. Under current authorization, the total Federal Section 5310 apportionment that will be utilized to support eligible projects in South Carolina is Rural: \$738,636 and Small Urban: \$719,971.

This program, as authorized under the provisions set forth in MAP-21, consolidated the Section 5310 and Section 5317 Programs. SCDOT administers the Small Urbanized and Rural area apportionments. Additionally, MAP-21 expanded the eligibility provisions to include operating expenses and requires specific program performance measures.





### **Matching Requirements**

The matching requirements for the Section 5310 program are:

Capital assistance: 80 percent federal share; 20 percent local share  
Operating assistance: 50 percent federal share; 50 percent local share

### **Section 5310 Application Timeline**

- **March 9, 2015** (Letter of Intent to SCDOT and Regional Council of Governments)
- **April 02, 2015** (Full Application to SCDOT)

An original signature letter of intent must be submitted to SCDOT with a copy to your regional COG. The letter of intent will be reviewed, evaluated and prioritized by the COGs. SCDOT will review all COG prioritized recommendations for final determination and recommendation for funding.

The letter of intent and application must be submitted on or before required due dates in order to be considered for funding. Documents not submitted to appropriate offices or that are received after the posted due dates will not be considered for funding. Applications for any or all programs can be submitted prior to the posted due dates. Applicants must submit a separate letter of intent and application for Rural or Small Urbanized area projects as appropriate.

It is anticipated that funding recommendations will be presented to the SCDOT Commission at its regularly scheduled meeting in April, followed by appropriate public comment solicited through the SCDOT Public Comment process. Upon ensuring required original signature documents are received and the Federal grant agreement awarded, OPT will issue contract documents for the project period of performance: **July 1, 2015 - June 30, 2016.**

### **For Additional Information**

Contact Ms. Lavern Glover, Program Manager, at (803) 737-0670 or [GloverLP@scdot.org](mailto:GloverLP@scdot.org). Program information and project application forms are located on the OPT Transit Programs web page: [http://www.scdot.org/getting/publicTransit\\_Programs.aspx#programs](http://www.scdot.org/getting/publicTransit_Programs.aspx#programs).

/dml lpg  
ec: Office of Public Transit Staff, SCDOT  
File: OPT



March 4, 2015

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Steve Willis  
County Administrator, Lancaster  
101 N. Main St., 2nd Floor  
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: Azteca America, NHL Network (SD & HD), NHL Center Ice, YouToo, Outdoor Channel (SD & HD), RFD HD, RT (Russia Today), ReelzChannel (SD & HD).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

WGN America may be repositioned from Starter TV to Standard TV on or around March 27, 2015.

On or after March 15<sup>th</sup>, the following broadcast multicast changes will take place in Hilton Head, SC: WTOG D2 Antenna TV will change programming to Bounce TV and WTOG D3 Bounce TV will change to Grit TV.

On or after March 25<sup>th</sup>, Jewish Life TV will be added to Variety Pass/Preferred TV on channel 469.

On or after April 1st, Events iN DEMAND3 Channel 662 will move to Channel 1842.

HBO will offer a free preview April 10-13, 2015. It is available to all digital subscribers and may contain PG, PG-13, TV-14, TV-MA and R rated programs. To find out how to block this preview and for more parental control information, visit [twc.com](http://twc.com) or call 800-892-2253.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: Jewish Life TV.

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale  
Director of Government Relations  
Time Warner Cable, South Carolina



**DATE:** March 16, 2015

**SUBJECT: GOVERNMENT FINANCE OFFICERS ASSOCIATION AWARD**

It is my pleasure to announce to County Council that once again we have received the GFOA Distinguished Budget Presentation Award. This is the highest award for governmental budgeting.

Our Senior Accountant, Sarah Jenkins, will be recognized with this award. A copy of the notification and press release is attached as information. The press release has been forwarded to members of our local media.

Please join me in congratulating Sarah and the entire Finance Department team for a job well done.

SW



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

February 4, 2015

Steve Willis  
Administrator  
County of Lancaster  
101 North Main Street  
Lancaster, SC 29720

Dear Mr. Willis:

I am pleased to notify you that County of Lancaster, South Carolina has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

**Sarah L. Jenkins, Senior Accountant**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director  
Technical Services Center

Enclosure



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

February 4, 2015

**PRESS RELEASE**

For Further Information Contact  
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **County of Lancaster, South Carolina** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Sarah L. Jenkins, Senior Accountant**

For budgets beginning in 2013, 1,424 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of more than 18,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

# MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, March 23 <sup>rd</sup>	6:30 p.m.	Regular Council Meeting
Tuesday, March 24 <sup>th</sup>	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Tuesday, March 24 <sup>th</sup>	5:00 p.m.	Workshop Lancaster County Council and Lancaster County Economic Development Corporation
Thursday, April 2 <sup>nd</sup>	5:30 p.m.	Administration Committee Council Conference Room
Monday, April 6 <sup>th</sup>	CLOSED	Easter Holiday – County Offices Closed
Thursday, April 9 <sup>th</sup>	11:30 – 1:30 p.m.	County Government Month – Employee Lunch Historic Courthouse
Friday, April 10 <sup>th</sup>	5:30 p.m.	Administration Committee Council Conference Room
Monday, April 13 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Tuesday, April 14 <sup>th</sup>	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, April 16 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Tuesday, April 21 <sup>st</sup>	8:00 a.m.	Public Safety Committee Council Conference Room
Thursday, April 23 <sup>rd</sup>	4-6 p.m.	Lancaster County Birthday Celebration
Monday, April 27 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Thursday, April 30 <sup>th</sup>	5:30 p.m.	Administration Committee Council Conference Room

3<sup>rd</sup> Thursday of each month ..... 4:30 p.m. ... Administration Committee  
 2<sup>nd</sup> Tuesday of each month ..... 3:00 p.m. ... Infrastructure and Regulation Committee  
 3<sup>rd</sup> Tuesday of each month ..... 8:00 a.m. .... Public Safety Committee  
 1<sup>st</sup> Thursday of each month ..... 7:00 p.m. ... Fire Commission, Covenant Street EOC Building  
 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month ..... 9:00 a.m. ... Development Review Committee, Council Chambers  
 2<sup>nd</sup> Tuesday of each month ..... 6:30 p.m. ... Zoning Appeals Board, County Council Chambers  
 2<sup>nd</sup> Tuesday of each month ..... 6:30 p.m. ... Recreation Commission, 260 S. Plantation  
 (Every other month – Beginning with Feb.) ..... 6:00 p.m. ... Library Board, Carolinian Room, Library  
 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) ..... 11:45 a.m. ... Health & Wellness Comm., various locations  
 2<sup>nd</sup> Tuesday ..... 6:00 p.m. ... Historical Commission, Library Conference Room  
 3<sup>rd</sup> Thursday of each month ..... 6:30 p.m. ... Community Relations Commission, County Council Chambers  
 1<sup>st</sup> Thursday of each month ..... 5:00 p.m. ... Planning Commission work session, County Council Chambers  
 3<sup>rd</sup> Tuesday of each month ..... 6:30 p.m. ... Planning Commission, County Council Chambers  
 Quarterly (2<sup>nd</sup> Monday -March , June, Sept, Dec.) ..... 6:30 p.m. Airport Commission, Airport Conference Room