

Lancaster County Council Regular Meeting Agenda

Monday, March 9, 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 Larry McCullough**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **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]*
6. **Chairman Comments – Chairman Bob Bundy**
7. **Motion to Reconsider to reflect the entity name in Ordinance 2015-1333 – pgs. 5-12**
8. **Consent Agenda**
 - a. **Minutes of the following Council Meetings:**
 1. **February 9, 2015 Regular meeting – pgs. 13-21**
 2. **February 23, 2015 Regular meeting – pgs. 22-33**
 - b. **3rd Reading of Ordinance 2015-1341 rezoning property of Marvin R. Harper, 1495 Kershaw Camden Highway**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Marvin R. Harper, located at 1495 Kershaw Camden Highway from R-30, Low Density Residential/Agricultural District to R-30S Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission approved 7-0. Council approved 7-0 at the February 23, 2015 meeting. Penelope Karagounis – pgs.34-35*
 - c. **3rd 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. *Council approved 7-0 at the February 23, 2015 meeting. Steve Willis – pgs. 36-40*

d. **3rd 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. *Council approved 7-0 at the February 23, 2015 meeting. John Weaver – pgs. 41-42*

e. **2nd 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 February 23, 2015 meeting. John Weaver – pgs. 43-56*

9. **Resolutions**

- a. 0865-R2015 Town of Kershaw Community Pool – Steve Willis – pg. 57-58
- b. 0869-R2015 presentation of Service weapon for Reserve Deputy Roger Phillips – Steve Willis – 59-61

10. **Non-Consent Agenda**

Ordinance Readings

a. **Public Hearing and 3rd 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. *Council approved 6-1 (Steve Harper opposed) at the February 23, 2015 meeting. John Weaver – pgs.62-72*

b. **2nd Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height**

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 February 23, 2015 meeting. Penelope Karagounis – pgs. 73-77*

c. **2nd 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 February 23, 2015 meeting. John Weaver – pgs. 78-79*

d. **1st 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. *John Weaver – pgs.80-83*

e. **1st Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool**

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 – *Steve Willis – pgs. 84-88*

Discussion and Action Items

- f. Adoption of 2015 Prioritized Community Needs List – *Steve Willis – pgs. 89-93*
- g. Grants to Encourage Arrests Policies and Enforcement of Protection Orders – *Charlene McGriff – pg. 94-103*
- h. Non-budgeted items:
 - 1. Pleasant Valley Fire Department Fee Board request to purchase new utility vehicle – Brian Endres, Board Chairman – *pg. 104-105*
 - 2. Acquisition of heavy equipment for Public Works – *Steve Willis – pgs. 106-109*
 - 3. Additional Information Technology (IT) Staff – *Steve Willis & Devin Allman – pgs. 110-111*
- i. Appointment of Terry Graham to the Board of Zoning Appeals – *Debbie Hardin*
- j. Appointment to Solid Waste Advisory Committee Members – *Steve Willis – pgs. 112-113*
- k. Conditional zoning question – *Penelope Karagounis and Larry Honeycutt – pgs. 114-119*
- l. Economic By-laws - *John Weaver, Charlene McGriff and Larry Honeycutt – pgs. 120-138*
- m. Committee appointments - *Bob Bundy*
 - 1. Economic Development Board

11. Status of items tabled, recommitted, deferred or held

- a. 2nd 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

12. Miscellaneous Reports and Correspondence – pgs. 139-142

- a. Time Warner Cable
- b. FAA Question

13. Calendar of Events – pg. 143

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

15. **Executive Session** – §30-4-70(a)(1) discussion of a person regulated by a public body – Bob Bundy

16. **Adjournment**

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

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website:
www.mylancastersc.org

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015-1333

Contact Person :

Sponsor:

Department:

Date of Request:

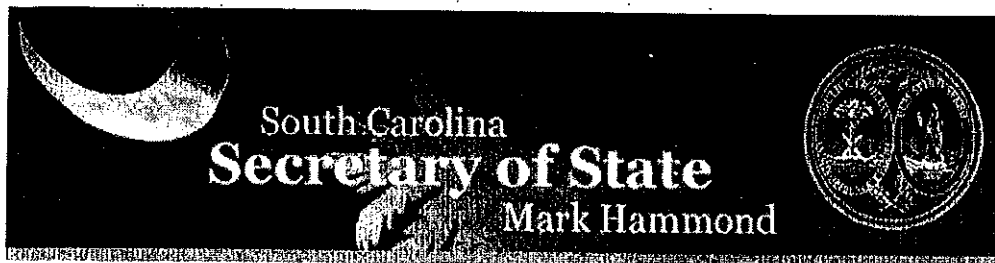
Issue For Consideration: Neither the original ordinance (#1188) nor this ordinance passed February 23, 2015 makes reference to the corporate entity that is receiving the benefit. The 2012 ordinance references only **Project Brick** and the recently passed ordinance references no named entity at all. The correct name of the corporate entity is **Fancy Pokkett USA Holdings, Inc.** A redrafted ordinance #2015-1333 has been included in the agenda packet for Council's consideration that clarifies the situation and properly names the corporate beneficiary.

Points to Consider: N/A

Funding and Liability Factors: N/A

Council Options: N/A

Recommendation: There must be a Motion to Reconsider made, seconded and voted upon prior to the minutes of February 23, 2015 being approved. Thereafter, when Ordinance No. 2015-1333 is called, there should be a motion/second to amend ordinance 2015-1333 as written and a vote taken. Lastly, there should be a motion/second to consider Ordinance No. 2015-1333 as amended and a vote taken.

**FANCY POKKET USA HOLDINGS, INC.**

*Note: This online database was last updated on 2/26/2015 3:06:42 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	PARACORP INCORPORATED
ADDRESS:	2 OFFICE PARK CT
CITY:	COLUMBIA
STATE:	SC
ZIP:	29223
SECOND ADDRESS:	STE 103
FILE DATE:	01/28/2013
EFFECTIVE DATE:	01/28/2013
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Incorporation	01/28/2013	INCORPORATION	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1333

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND ARTICLE II, SECTION (A) OF THE CONVEYANCE AGREEMENT AS ADOPTED BY ORDINANCE 1188 ON DECEMBER 12, 2012 SO AS TO GRANT TO FANCY POKKET USA HOLDINGS, INC., ADDITIONAL TIME; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, on December 28, 2012, Lancaster County Council passed Ordinance No. 1188; and

WHEREAS, in that ordinance, the business entity to which the legislation was applicable was identified only by its economic development project name, Project Brick, and not by its proper corporate name, Fancy Pokket USA Holdings, Inc.; and

WHEREAS, in considering this ordinance, it is appropriate to correctly identify the corporate entity by its Registered Name as noted in the records of the South Carolina Secretary of State;

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

Section 1. Incentive and Conveyance of Property Agreement.

Section (a) of Article II of the Incentive and Property Conveyance Agreement, as adopted by Ordinance No. 1188, is further amended to read:

The Company agrees as follows:

- a) Fancy Pokket USA Holdings, Inc., will acquire the Property from the County for a consideration of \$100.00 subject to the terms of this Agreement, including Article IV hereof. In return for acquiring the Property for nominal consideration, the Company commits to complete the construction of the Facility on the Property within twenty one (21) months of the conveyance of the Property to the Company.

As used in this Article II(a), "completion of construction" and "complete the construction" and similar phrases means the issuance of a certificate of occupancy for the Facility.

Company agrees that the County has the right to reserve in the deed in which the County conveys title to the Property to the Company a repurchase option (the "Repurchase Option") in which County has the right (subject to the payment provisions below), but not the obligation, to cause the Company to reconvey the Property to the County for the consideration of \$100.00 if the Company fails to initiate construction of the building on the Property within six (6) months from the date of conveyance to the Company. As used in this Agreement, "initiate construction of the building" means pouring the concrete footings for the building. After initiation of construction of a building, if the building is not completed within twenty one (21) months from the date of conveyance to the Company, the Company must pay the County the sum of \$274,000 as reimbursement for the Property within ninety (90) days from the end of the date on which the Company's obligation to complete should have been met. At any time after the Company has complied with the building requirements described in this Article II(a), the County agrees to execute, within fifteen (15) business days after requested by the Company, a recordable document acknowledging termination of the Repurchase Option.

The County's right to receive payment as provided in this Article II(a) shall be secured by a mortgage on the Property given by the Company to the County. The County agrees that the mortgage will be subordinated to any other mortgage that may be required by a lender financing the construction of the building on the Property at the closing of the construction loan from such lender and upon receipt by the County of an executed construction contract providing for the construction of the Facility. The County's mortgage shall be released upon payment of the amount provided in Article II(a) or completion of construction of the Facility within twenty one (21) months from the date of conveyance to the Company. Company agrees that, other than the mortgage given by the Company to the County, until the Company closes on a construction loan for the Facility on the Property, no other mortgage on the Property may be given by the Company.

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, orders and resolutions, 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:	January 26, 2015
Second Reading:	February 9, 2015
Third Reading;	February 23, 2015

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1333

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ARTICLE II, SECTION (A) OF THE CONVEYANCE AGREEMENT AS ADOPTED IN ORDINANCE BY ORDINANCE 1188 ON DECEMBER 12, 2012 SO AS TO GRANT ADDITIONAL TIME; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Incentive and Conveyance of Property Agreement.

Section (a) of Article II of the Incentive and Property Conveyance Agreement, as adopted by Ordinance No. 1188, is further amended to read:

The Company agrees as follows:

- a) The Company will acquire the Property from the County for a consideration of \$100.00 subject to the terms of this Agreement, including Article IV hereof. In return for acquiring the Property for nominal consideration, the Company commits to complete the construction of the Facility on the Property within ~~eighteen (18)~~ twenty one (21) months of the conveyance of the Property to the Company.

As used in this Article II(a), "completion of construction" and "complete the construction" and similar phrases means the issuance of a certificate of occupancy for the Facility.

Company agrees that the County has the right to reserve in the deed in which the County conveys title to the Property to the Company a repurchase option (the "Repurchase Option") in which

County has the right (subject to the payment provisions below), but not the obligation, to cause the Company to reconvey the Property to the County for the consideration of \$100.00 if the Company fails to initiate construction of the building on the Property within six (6) months from the date of conveyance to the Company. As used in this Agreement, "initiate construction of the building" means pouring the concrete footings for the building. After initiation of construction of a building, if the building is not completed within ~~eighteen (18)~~ twenty one (21) months from the date of conveyance to the Company, the Company must pay the County the sum of \$274,000 as reimbursement for the Property within ninety (90) days from the end of the date on which the Company's obligation to complete should have been met. At any time after the Company has complied with the building requirements described in this Article II(a), the County agrees to execute, within fifteen (15) business days after requested by the Company, a recordable document acknowledging termination of the Repurchase Option.

The County's right to receive payment as provided in this Article II(a) shall be secured by a mortgage on the Property given by the Company to the County. The County agrees that the mortgage will be subordinated to any other mortgage that may be required by a lender financing the construction of the building on the Property at the closing of the construction loan from such lender and upon receipt by the County of an executed construction contract providing for the construction of the Facility. The County's mortgage shall be released upon payment of the amount provided in Article II(a) or completion of construction of the Facility within ~~eighteen (18)~~ twenty one (21) months from the date of conveyance to the Company. Company agrees that, other than the mortgage given by the Company to the County, until the Company closes on a construction loan for the Facility on the Property, no other mortgage on the Property may be given by the Company.

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, orders and resolutions, 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 February, 2015.

LANCASTER COUNTY, SOUTH CAROLINA




Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council


ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading:	January 26, 2015
Second Reading:	February 9, 2015
Third Reading:	February 23, 2015

Approved as to form:



John Weaver, County Attorney



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 9, 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 Larry Honeycutt led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Steve Willis suggested that Item 5 – Special Presentations, be deferred to the next meeting because the recipient was unable to attend.

MOTION was made by Charlene McGriff to approve the agenda as amended. SECONDED by Brian Carnes. Passed 7-0.

Citizen Comments

1. Bailey Patrick – Charlotte, NC - Mr. Bailey requested to wait until 1st reading of Ordinance 2015-1339 to speak.

2. Waylon Wilson – 15117 Legend Oaks Court, Indian Land, SC – spoke regarding Ordinance 2015-1330 and Ordinance 2015-1322.

Chairman Comments

The Chairman had no comments.

Consent Agenda

- a. Minutes of the following Council Meetings
 1. January 26, 2015 Regular Meeting
- b. 3rd Reading of Ordinance 2015-1319 Repealing Dealer Tag Fees
- c. 3rd Reading of Ordinance 2015-1315 Rezoning of property of Mary Alice Stroud Knight located at 1702 John Truesdale Road.
- d. 3rd Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney
- e. 3rd Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences
- f. 3rd Reading of Ordinance 2015-1329 amendment regarding deletion of the “partially within” language from the text of the Highway Corridor Overlay District
- g. 3rd Reading of Ordinance 2015-1320 amendments to the code updating Building Official and Zoning Official duties, update modular building codes
- h. 2nd 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

- i. 2nd Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pockket
- j. 2nd reading of Ordinance 2015-1334 regarding an easement to Lancaster County Water and Sewer District for the sewer line to serve Keer.
- k. 2nd Reading of Ordinance 2015-1335 regarding the Capital Project Sales Tax Bonds.
- l. 2nd Reading of Ordinance 2015-1336 regarding the Pleasant Valley Fire Protection District Bond
- m. 2nd Reading of Ordinance 2015-1337 regarding the refinancing of bonds that were issued in 2010 for the costs associated with the Sheriff/Coroner building and the Air-Rail Park.
- n. 2nd Reading of Ordinance 2015-1331 regarding Council Standing Committees

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

Resolution 0866-R2015 accepting a bridge on Gilroy Drive in the Regent Park Subdivision into the County Road system.

Jonathan McCall, with Provident Development Group, Inc., spoke about the Developer's options on the bridge. He stated that if the County would take the bridge then that would allow the Developer to use the money that would have been used to bore under the bridge and use it toward improving the roads and infrastructure in Regent Park.

Brian Carnes made a MOTION to approve Resolution 0866-R2015. SECONDED by Larry McCullough.

Brian Carnes amended the motion to add language to the Resolution as follows: that we accept the bridge with the contingency that only if SCDOT will accept the road (Regent Parkway) in writing by the district engineer. SECONDED by Larry McCullough. Passed 4-3. Charlene McGriff, Larry Honeycutt and Steve Harper opposed.

Brian Carnes made a MOTION to approve Resolution 0866-R2015 as amended. SECONDED by Larry McCullough Passed 4-3. Charlene McGriff, Larry Honeycutt and Jack Estridge opposed.

Larry McCullough made the recommendation that this item be put back on the agenda within 120 days for further review. Debbie Hardin, Clerk to Council, stated that she will put this Resolution in the status of items held, tabled or recommitted.

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1321 Amend Agreement of Multi-County Park to enlarge the park and extend termination date.

Ordinance Title: An Ordinance to amend the agreement for development of joint county industrial park dated June 1, 2001 by and between Chesterfield and Lancaster Counties so as to enlarge the park and extend the earliest termination date applicable to the property of Schaeffler Group USA, Inc., in Chesterfield County.

Public Hearing was held and no one spoke.

Larry Honeycutt made a MOTION to approve 3rd reading of Ordinance 2015-1321. SECONDED by Jack Estridge. Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2015-1323 regarding Silgan Containers Manufacturing Corporation (Project Mermaid) Fee in Lieu of Taxes and Special Source Revenue Agreement

Ordinance Title: An Ordinance to authorize the execution and delivery of a fee agreement by and between Lancaster County and Silgan Containers Manufacturing Corporation providing for the payment of Fee-In-Lieu of taxes and the provision of Special Source Revenue Credits; to express the intention of Council to provide monies to the Economic Development fund; and to provide for other matters related thereto.

Public Hearing was held and no one spoke

Brian Garner made a MOTION to approve 3rd reading of Ordinance 2015-1323. SECONDED by Larry McCullough. Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2015-1324 regarding the Silgan Containers Manufacturing Corporation (Project Mermaid) Multi County Park.

Ordinance Title: An Ordinance to amend the Master Multi-County Park Agreement between Lancaster County and Chesterfield County, dated as of December 9, 2013, so as to add the agreement property located in Lancaster County (one parcel – Silgan Containers Manufacturing Corporation); and to provide for other matters related thereto.

Steve Harper made MOTION to approve 3rd reading of Ordinance 2015-1324.
SECONDED by Larry McCullough. Passed 7-0.

Public Hearing was held and no one spoke.

1st 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.

John Weaver, County Attorney, explained that if this Ordinance passes as is, he will have a clean version with the noted changes listed in the agenda package for 2nd reading.

Brian Carnes made a MOTION to approve 1st reading of Ordinance 2015-1322.
SECONDED by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height.

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 asked Penelope Karagounis, Planning Director, to include language in the ordinance regarding the maximum building height limitation for B-3, General Commercial District. Ms. Karagounis will add for 2nd reading. .

Larry Honeycutt made a MOTION to approve 1st reading of Ordinance 2015-1338.
SECONDED by Steve Harper. Passed 7-0.

1st Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC.

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Haldenby Holdings, LLC., and Landsford Riverpark, LLC. Property is located 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road, from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District; and to provide for other matters related thereto.

Bailey Patrick, partner with Marrifield, Patrick and Vermillion, explained that this is a rezoning application of Haldenby Holdings, LLC and Landsford River park, LLC c/o

Cynthia Tyson to rezone +/-231.66 acres from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District.

Keith Tunnell, President of Economic Development, handed out an aerial map of the land to be rezoned. Attached as Schedule A.

Larry Honeycutt made a MOTION to approve 1st reading of Ordinance 2015-1339. SECONDED by Steve Harper. Passed 5-2. Bob Bundy and Larry McCullough opposed.

Steve Harper made a MOTION to defer 2nd reading until issues regarding the roads are addressed. SECONDED by Charlene McGriff. Passed 7-0.

1st 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.

John Weaver told Council that he will have this Ordinance in final form for 2nd reading. Steve Harper asked that the financial be reviewed prior to third reading.

Brian Carnes made a MOTION to approve 1st reading of Ordinance 2015-1340. SECONDED by Jack Estridge. Passed 7-0.

1st Reading of Ordinance 2015-1341 rezoning property of Marvin R. Harper, 1495 Kershaw Camden Highway

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Marvin R. Harper, located at 1495 Kershaw Camden Highway from R-30, Low Density Residential/Agricultural District to R-30S Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto.

Bob Bundy asked Penelope Karagounis if they could look into the land lock question before the next reading and Ms. Karagounis agreed.

Larry Honeycutt made a MOTION to pass 1st reading of Ordinance 2015-1341. SECONDED by Steve Harper. Passed 7-0.

Discussion and Action Items

Heath Springs Speculative Building Program presentation –

Keith Tunnell, with Economic Development, explained that the goal is to build a 50,000

square foot speculative building and clear the remaining lot of 11 acres in the County-owned Heath Springs Business Park to attract new business and industry.

April Lucas, with Nexsen Pruet Law Firm explained the details of the loan. The loan amount would be approximately \$2 million with consideration of Council to earmark funds from the 7% fund to pay off the loan. Santee Cooper will be the loan provider with zero percent interest for the first three years. Lynches River Electric Cooperative is a partner on the loan and has provided \$230,000 in funds to pay for the loan. SC Commerce has approved a \$350,000 grant for the speculative building. Additional grants will be actively sought by Economic Development including Comporium and additional future grants from Lynches River Electric Cooperative.

This discussion was for information only and Ordinances will be brought back to Council at a future meeting.

Airport Application for Federal Assistance for 2015-16 funding –

Steve Willis told Council that this is a Federal Aviation Administration (FAA) grant application for engineering and design on a heavy aircraft apron. The construction grant is anticipated for the following fiscal year. This is a 90% federal grant with a 5% local match. The heavier apron is needed for the ability to accommodate the parking of heavy corporate aircrafts. Local funding would be \$8,025 and would be in fiscal year 15-16.

Larry Honeycutt made a MOTION that the County Administrator be authorized to execute the Application for Federal Assistance – FAA Airport Improvement Program – Heavy Aircraft Parking Apron (Design). SECONDED by Charlene McGriff. Passed 7-0.

Renewal of Airport Maintenance Hangar Lease –

Steve Willis said that this is a renewal of Airport Maintenance Hangar lease. He explained that the lease must be done in the way of an ordinance. Renewal was recommended by the Airport Commission.

Larry Honeycutt made a MOTION to move forward with the creation of an ordinance for renewal of the Airport Maintenance Hanger Lease. SECONDED by Larry McCullough. Passed 7-0.

Request for reimbursement by L-Star of bond funds for Walnut Creek –

Steve Willis informed Council that the prior developer posted letters of credit for the construction of certain infrastructure, primarily sidewalks, when Edenmoor (nka Walnut Creek) was under construction. The infrastructure was not completed when the developer

went under and Lancaster County redeemed the letters for cash. L-Star subsequently obtained Edenmoor from the Forfeited Land Commission. As part of their work they installed a portion of the infrastructure covered by the bond. They are now requesting payment from the cash held for the work performed.

Jeff Catoe, Public Works Director, explained that all of the work had indeed been completed except for 2 roads that needed some work done on them. Mr. Willis then stated that we would be reimbursing L-Star \$250,000 for work they have completed out of \$313,000 that the County has in holding. The remaining \$63,000 will be held until the road work is completed by L-Star.

Brian Carnes made a MOTION to approve the request by L-Star for reimbursement out of the bond money of Walnut Creek in the amount of \$250,427.19. SECONDED by Larry McCullough. Passed 5-2. Bob Bundy and Jack Estridge opposed.

Planning for Fleet Operations facility and hiring a consultant --

Steve Willis explained that the development of a new Fleet Operation facility is a number one stated goal of Council. In order to bring a proposal to Council for consideration, he needs to develop schematic plans for the facility. Bryant Cook, Procurement Officer, came back with a successful proposer. That proposer has submitted a cost estimate of \$11, 225 to complete schematic plans for the facility.

Brian Carnes made a MOTION to authorize the County Administrator to proceed in hiring Perception Builders to meet the proposed scope of work. SECONDED by Larry Honeycutt. Passed 7-0.

Discussion of permanent Sunday Blue Law suspension --

John Weaver, County Attorney, explained that it would be possible to develop an ordinance to suspend the Sunday Blue Law that regulates business hours on Sundays. He explained that they are now suspended until 2020.

Larry McCullough made a MOTION to proceed with the development of an Ordinance for the permanent suspension of the Sunday Blue Law. SECONDED by Larry Honeycutt. Passed 6-1. Jack Estridge opposed.

Majority Vote for Fund Balance expenditures --

Veronica Thompson, Finance Director, told Council that she would research best practices and report back to them.

Unfunded federal mandate regarding upgrades to Criminal Justice Information System –

Steve Willis informed Council that this item is an unfunded federal mandate that requires upgrades to Criminal Justice Information System. This is coming from the State Law Enforcement Division (SLED) but is promulgated from a US justice Department requirement. The mandatory upgrades include both one time costs as well as recurring costs. One time costs are for both computer hardware and software. Recurring costs are associated with ongoing software and one new person. The liability for taking no action is the loss of access to criminal justice data. This would include criminal history date tag and license data, NCIC stolen and wanted data, ect. In essence, this would cripple both law enforcement and the court system.

Full information on equipment and costs are included in the agenda package.

Larry Honeycutt made a MOTION to proceed with the unfunded federal mandate upgrades in the amount of \$113,423 from fund balance and discussed. SECONDED by Larry McCullough. Passed 7-0.

Councilman Honeycutt requested that the bond information regarding recreation be place on the next agenda as a discussion item

Adjournment

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

Respectfully submitted:

Approved by Council, February 23, 2015

Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary



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.

DRAFT

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. **3rd 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. **3rd Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pokket**
- c. **2nd 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.

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)

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 9th meeting for Council consideration.

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

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd 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 3rd 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 3rd 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.

Public Hearing and 3rd 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 3rd 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 3rd 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.

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

2nd 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 2nd Reading of Ordinance 2015-1322. SECONDED by Larry Honeycutt. Discussion followed.

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

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

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

2nd 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 2nd Reading of Ordinance 2015-1338 for more firm information. SECONDED by Charlene McGriff. Passed 7-0.

2nd 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 2nd Reading of Ordinance 2015-1340. SECONDED by Brian Carnes. Discussion followed.

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

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

MOTION was made by Jack Estridge to approve 2nd 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 2nd 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 2nd Reading. SECONDED by Charlene McGriff. The amendment passed 7-0.

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

1st 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 1st Reading of Ordinance 2015-1342. SECONDED by Larry Honeycutt. Passed 6-1. Jack Estridge opposed.

1st 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 1st Reading of Ordinance 2015-1343. SECONDED by Steve Harper. Passed 7-0.

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. Past Councils 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)

DRAFT

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 of 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?

- DRAFT**
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 9th 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 joined 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.

Adjournment

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

Respectfully Submitted:

Approved by Council, March 9, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1341

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF MARVIN R. HARPER, LOCATED AT 1495 KERSHAW CAMDEN HIGHWAY FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30S, LOW DENSITY RESIDENTIAL/ MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Marvin R. Harper applied to rezone property located at 1495 Kershaw-Camden Highway from R-30, Low Density Residential/Agricultural District, to R-30S , Low Density Residential/Manufactured Housing/Agricultural District.

(b) On January 20th , 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended Approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0081N-0A-021.00.

Section 3. 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 4. 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 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 9th 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 th	Passed 7-0
Second Reading:	February 23 rd	Passed 7-0
Third Reading:	March 9 th	TENTATIVE

Approved as to form:

County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1322

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.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) certain sections of Chapter 18 of the County Code need amending to delete archaic language;

(b) certain sections of Chapter 18 of the County Code are duplicative of state law; and

(c) as a general rule the County Code should not simply restate state law.

Section 2. Chapter 18 – Library System.

Chapter 18 of the Lancaster County Code is amended to read:

Sec. 18-1. Established.

Pursuant to the provisions of Act 564 of 1978, codified as Section 4-9-35 et seq., South Carolina Code of Laws of 1976, there is hereby established the Lancaster County library system.

Sec. 18-2. Applicability of certain state law.

(a) All state laws and regulations relating to county public library systems shall apply to the library system created pursuant to Section 18-1.

(b) All employees of the county public library system shall be subject to the grievance provisions of S.C. Code 1976, Section 4-9-30(7) and shall be county employees and subject to the county's personnel policies; provided, however the Library Director shall be selected by the library board. Notwithstanding the above, the library board may set the employee working hours and holidays so long as they comply with all federal and state laws.

Sec. 18-3. Funding.

The county public library system shall be funded by annual appropriations by the county council plus aid provided by the state and federal governments and other sources.

Sec. 18-4. Fiscal procedures; budget.

(a) Annually, at a time designated by the county finance director, the library board shall submit a budget for the ensuing fiscal year adequate to fund the operation and programs of the library system. Such budget shall list all funds which the board anticipates will be available for the operation of the library system. All funds appropriated, earned, granted or donated to the library system or any of its parts shall be used exclusively for library purposes. All funds appropriated, earned, granted or donated to the library system, including funds appropriated by the county council, shall be deposited into a designated account maintained and controlled by the Lancaster County Finance Director. Expenditures from the library system's designated account are to be approved by the Library Director.

(b) All financial protocols relating to the library system including audits shall conform to the procedures established by the county council.

(c) The library system shall comply fully with Lancaster County Procurement Code. So as to insure the library system's compliance with the Lancaster County Procurement Code, the library board shall appoint one member whom, along with the library director, shall serve as liaisons with the Administrator and Procurement Director to better coordinate budgetary issues.

(d) All expenditures or contractual arraignments by the library system that exceed a budgeted category as approved by the council must be submitted to the County Administrator for his review and approval prior to the expenditure or the execution of the contractual arraignment.

(e) All financial procedures relating to the library system, including employee payroll, shall be administered by and through the county's finance department. In transferring this responsibility from the library system to the county finance department, the library system's information technology personnel and the library system's payroll and bookkeeping personnel shall be subject to reassignment within the county as determined by the County Administrator.

Secs. 18-5—18-20. Reserved.

Sec. 18-21. Composition; terms.

(a) The county library system shall be controlled and managed by a board of trustees, known as the county library board. The board shall be composed of nine (9) members appointed by the county council. One (1) member shall be appointed from each of the seven (7) county council districts, upon recommendation of the council member elected from that district; provided, however, residency in the council member's district is not required. Two (2) members shall be appointed at-large by the county council.

(b)

(1) The term of office for all board members is four (4) years. All terms end on June 30. A person who has served two (2) consecutive terms on the board is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; provided, however, upon a two-thirds vote of the county council members, a person may be reappointed to the board notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

(2) A member of the board who misses three (3) consecutive meetings of the board during any fiscal year or a total of five (5) meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the board chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.

(3) Any member of the board may be removed at any time by county council.

(c) Within one (1) year of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a board member.

Sec. 18-22. Officers; meetings.

(a) Each year, the board shall elect a chair, vice-chair, secretary, treasurer and such other officers as it deems necessary, and may make rules and regulations for the conduct of its business. The board shall meet not less than four (4) times each year and at other times as called by the chair, or upon the written request by a majority of the members.

(b) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the board chair and the county administrator.

Sec. 18-23. Powers; duties; functions.

The library board shall be authorized to exercise powers as to the policies of the county library which shall not be inconsistent with the general policies established by the county council and, pursuant to that authority, shall be empowered to perform the duties as found in sections 4-9-36 and 4-9-37 of the South Carolina Code of Laws, as may be amended from time to time.

Sec. 18-24. Annual report.

(a) The library board shall annually make a report of its activities, showing in summary form its receipts and expenditures, the libraries and bookmobile routes operated by it, the number of books, periodicals and other property owned by it, the character of the service rendered to the people of the county, including the number making use of its services, and such other pertinent facts as would show its activities during the preceding fiscal year. Reports shall be filed in the office of the Clerk to Council for the county and copies shall be furnished to each member of the county council.

(b) The county shall include the board in the annual independent audit of the financial records of the county.

Sec. 18-25. Freedom of information.

The Lancaster County Library Board is a public body within the meaning of Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act and, as such is required to give public notice of its meetings and agendas and attempt to notify the press thereof as required by the Act. Meetings may be closed only in accordance with statutory procedures in the Act.

Section 3. 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 4. 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 5. Effective Date.

This ordinance shall become effective upon Third Reading. All reasonable and necessary steps required by the County Administrator, Human Resources, the Finance Director, the Library Director and the Library Board shall be implemented without delay so that a complete and final transition of all aspects of the directives and amendments outlined in this ordinance will be operational on July 1, 2015.

AND IT IS SO ORDAINED

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

	January 12, 2015	Tabled
	January 26, 2015	Referred
First Reading:	February 9, 2015	Passed 7-0
Second Reading:	February 23, 2015	Passed 7-0
Third Reading:	March 9, 2015	Tentative

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1326

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY PROCUREMENT CODE, AS ADOPTED BY COUNCIL ON 12/13/2010 THROUGH THE PASSAGE OF ORDINANCE NUMBER 1076 SO AS TO ADD TO SECTION 2-295 AN ADDITIONAL EXEPTION TO THE PROCUREMENT PROCESS.

WHEREAS, it may be advantageous from time to time and under certain circumstances for Lancaster County to consider the purchase of a particular "brand name" for the county's needs and use in its fleet operations; and

WHEREAS, prior to the final selection of any "brand name" equipment for fleet operations, the Fleet Operations Manager must present to the Division Director a written analysis that details the salient physical functional and performance characteristics of the "brand name" item as compared with other similar equipment available from different manufacturers; and

WHEREAS, upon receipt of the Manager's report and recommendation, the Division Director may recommend or reject the "brand name" acquisition prior to the request being forwarded to the Administrator for a final decision,

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.

Subject to the County's compliance with the selection analysis and requirements noted herein, an additional exemption to the county's procurement procedures is permitted and Section 2-295 (a) of the Lancaster County Procurement Code is amended so as to add:

(h) Brand name fleet operations equipment

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.

AND IT IS SO ORDAINED,

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:	January 12, 2015	Passed 7-0
Second Reading:	February 23, 2015	Passed 7-0
Third Reading:	March 9, 2015	(TENTATIVE)

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 ____ day of May, 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	Tentative
Public Hearing:	March 23, 2015	Tentative
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

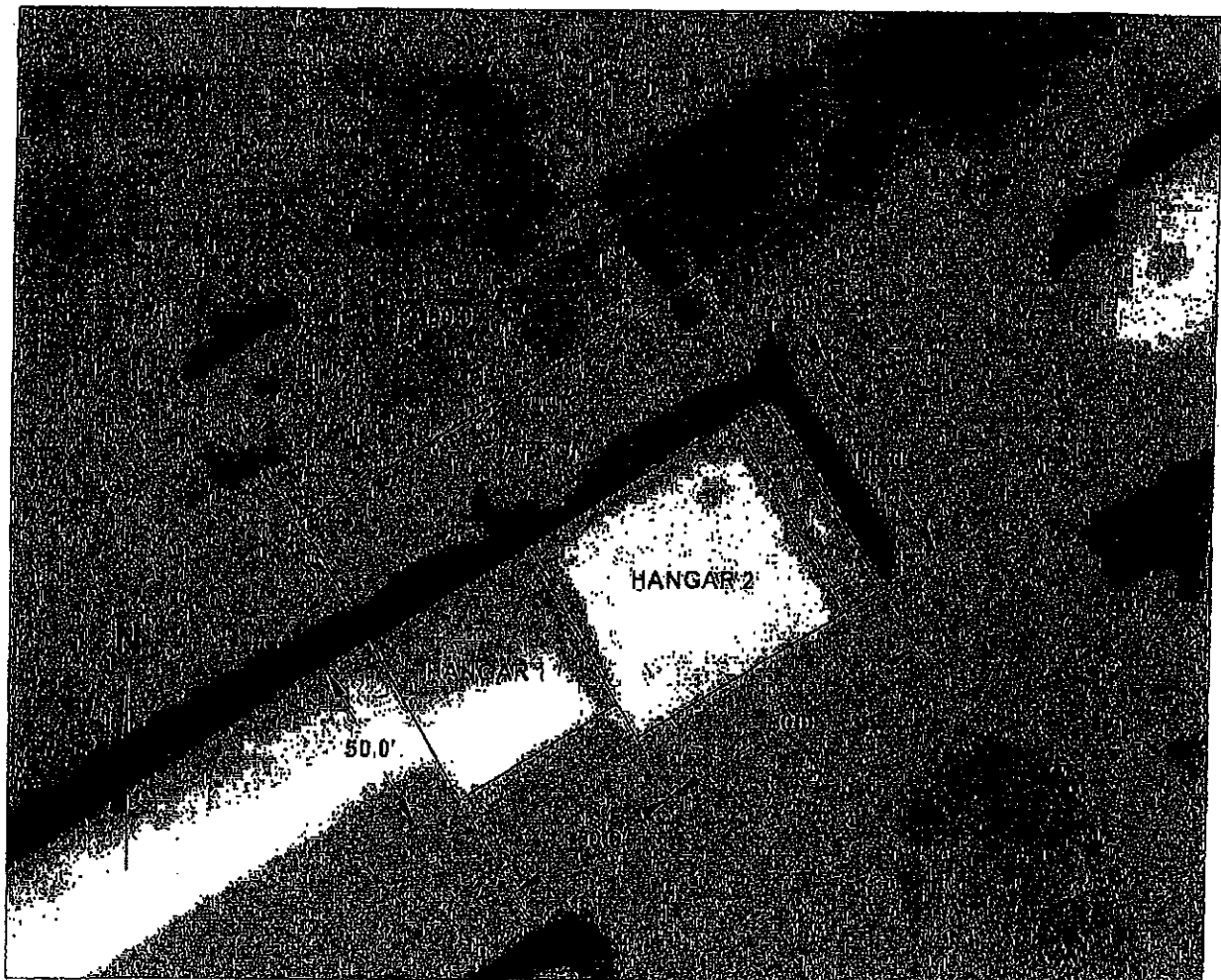
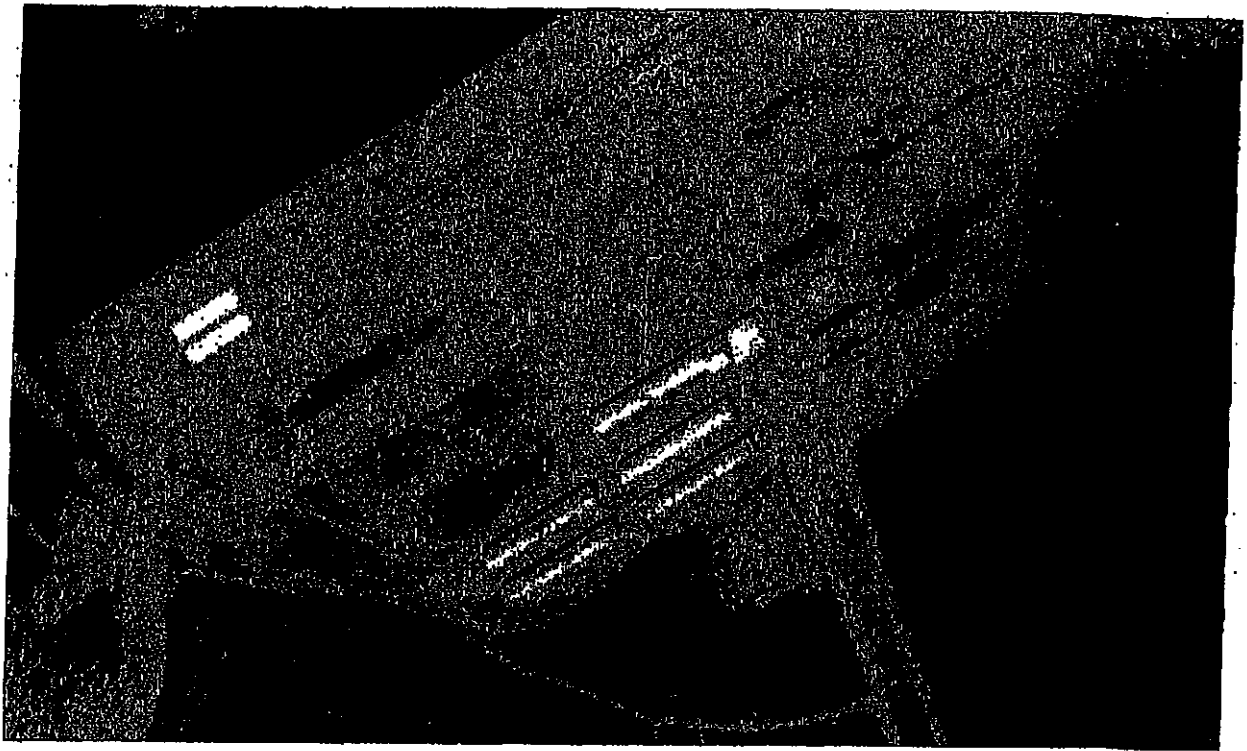
By: _____

Print name: _____

Its: _____

EXHIBIT A
(Attach drawing of Hangars and apron)

EXHIBIT "A"
MAINTENANCE HANGAR LEASE



STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

RESOLUTION NO. 0865-R2015

A RESOLUTION

TO COME INTO A PARTNERSHIP WITH THE TOWN OF KERSHAW FOR THE ONGOING EXPENSE AND MAINTENANCE OF THE KERSHAW COMMUNITY POOL.

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

WHEREAS, Lancaster County agrees to reimburse the Town of Kershaw (hereafter "Town") for one half of swimming pool operations utilizing the formulas outlined below.

Regular Operations and Maintenance.

WHEREAS, At the end of each swimming pool season the Town shall submit a written report outlining pool expenses and revenues from the operation of the Kershaw pool to the Lancaster County Parks and Recreation Director (hereafter "Director"). The Director will review the report to insure that all items listed are usual and customary expenses/ revenues. Once the Director is satisfied the report is complete, (s)he will coordinate with the County Chief Financial Officer to reimburse the Town of Kershaw for swimming pool expenses utilizing the following formula: Expenses minus revenues and reimburse one-half of the resulting loss.

Capital Replacement Items

WHEREAS, The Town shall submit a written report to the Director outlining the capital item to be replaced and the cost thereof. The Director will review the report to insure that the item is a usual and customary expense for capital items related to the operation of a swimming pool. Upon submission of the final bill to the Director, (s)he will coordinate with the County Chief Financial Officer to reimburse the Town of Kershaw for one half of the cost.

Capital Improvement Items

WHEREAS, The Town shall submit a written report to the Director outlining the desired capital improvement. The Director will review the report to insure that the item is a usual and customary expense for capital items related to the operation of a swimming pool. The Director will then submit a report to County Council who shall determine if the County will fund one half of the proposed Capital Improvement.

Expenses Outside the Prior Categories

WHEREAS, The Town shall submit a written report to the Director outlining the expense. The Director will review the report to insure that the item(s) is a usual and customary expense related

to the operation of a swimming pool. The Director will then submit a report to County Council and Council shall determine if the County will fund one half of the requested expense.

This resolution is effective upon its adoption.

AND IT IS SO RESOLVED

Adopted this 9th 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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

RESOLUTION NO. 0869-R2015

A RESOLUTION

EXPRESSING APPRECIATION TO RESERVE DEPUTY SHERIFF ROGER PHILLIPS AND AUTHORIZING A GIFT TO HIM BY LANCASTER COUNTY OF HIS SERVICE SIDEARM ON THE OCCASION OF HIS RETIREMENT

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

WHEREAS, Lancaster County acknowledges the accomplishments and achievements of Reserve Deputy Sheriff Roger Phillips, who has served and protected the citizens of Lancaster for 18 years; and

WHEREAS, Lancaster County formally acknowledges Reserve Deputy Sheriff Roger Phillips retirement from the Lancaster County Sheriff's Office; and

WHEREAS, Lancaster County Council wishes the very best to Reserve Deputy Sheriff Roger Phillips in his retirement and expressing profound appreciation for his years of dedicated service, desires to commemorate his service by making to Reserve Deputy Sheriff Roger Phillips a gift of his service sidearm;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that Barry Faile, the Sheriff of Lancaster County, is authorized to present to Reserve Deputy Sheriff Roger Phillips his service sidearm as a gift on the occasion of his retirement.

AND IT IS SO RESOLVED this 9th day of March, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney



Lancaster County
Sheriff's Office

BARRY S. FAILE

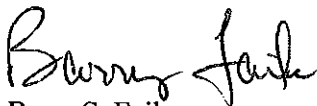
SHERIFF

Memorandum

Date: 03/02/2015
To: County Administrator Steve Willis and Members of Council
From: Sheriff Barry S. Faile
Cc:
RE: Presentation of service weapon for Reserve Deputy Roger Phillips

As of February 23rd, 2015 Reserve Deputy Roger Phillips has retired from our agency. Roger has served our agency as a Reserve Deputy Sheriff for the last 18 years. Almost all of that service was done on a volunteer basis without compensation. Our policy states that any member who retires from service with more than 15 years of service may be awarded their service weapon. It is our desire to reward Roger's contribution to our agency and Lancaster County by transferring ownership of his service weapon to him. Thank you for your consideration in this matter.

Sincerely,


Barry S. Faile

Sheriff, Lancaster County

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 9, 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. 2015-1340 "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."

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 02/18/15



Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1340

**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.**

WHEREAS, in December, 2014, Lancaster County and United Global Solutions, Inc., entered into a Space Use Permit for a period of three (3) months whereby, Lancaster County authorized United Global Solutions, Inc., the use of a facility and surrounding real property identified generally as 3758 Charlotte Highway, Lancaster, South Carolina; and

WHEREAS, Lancaster County and United Global Solutions, Inc., have negotiated the terms and conditions of a sixty (60) month lease whereby, United Global Solutions, Inc., will continue with the use and occupancy of the premises in accordance with the lease accompanying this ordinance and incorporated herein by reference; and

WHEREAS, County Council has determined that the use, term and lease payments are fair and reasonable and in the best interest of Lancaster County;

THEREFORE, be it ordained that the Lease between Lancaster County and United Global Solutions, Inc., that accompanies this ordinance is incorporated herein as fully as if repeated verbatim and is approved, accepted and authorized upon passage and thereafter fully executed by both parties and recorded in the Office of the Register of Deeds for Lancaster County.

AND IT IS SO ORDAINED

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:	February 9, 2015	Passed 7-0
Second Reading:	February 23, 2015	Passed 6-1
Public Hearing	March 9, 2015	(TENTATIVE)
Third Reading;	March 9, 2013	(TENTATIVE)

Approved as to form:

John L. Weaver, County Attorney

STATE OF SOUTH CAROLINA

REAL PROPERTY LEASE

COUNTY OF LANCASTER

This Lease is made and entered into as of the 9th day of March, 2015 by and between **LANCASTER COUNTY, SOUTH CAROLINA**, ("County") and **UNITED GLOBAL SOLUTIONS, INC.** ("Company"), a business entity formed and existing under the laws of the State of South Carolina, and authorized to do business in Lancaster County, South Carolina.

WITNESSETH

WHEREAS, County is the owner of that certain parcel of property containing 5.578 acres identified as 3758 Charlotte Highway, Lancaster, South Carolina; Tax Map Number 0032-00-018.00, and

WHEREAS, Company desires to lease, occupy and use both the acreage and the building located thereon to conduct its materials distribution business; and

WHEREAS, County is willing to authorize and allow Company to lease, occupy and utilize the building and surrounding outside premises, subject to the restrictions and terms provided herein:

NOW, THEREFORE, County and Company agree as follows:

1. **Lease.** County hereby leases and authorizes the Company to occupy and use the approximately Twenty Two Thousand Three Hundred Sixty (22,360) square foot building together with any surrounding curtilage and parking ("Property") to be utilized for Company's materials distribution business.
2. **Term.** The term of this Lease shall commence on March 10, 2015, and it shall continue in force and effect until February 29, 2020, but no longer than the sixty (60) months from the date of commencement unless otherwise earlier terminated. After actual physical occupancy of the property by Company, either party may terminate this Lease for any reason by giving at least ninety (90) days written notice to the other party. Any act of default hereunder, including without limitation failure to pay the monthly lease payment when due, shall terminate any right, license or permission for use of the entire property immediately upon event of default. This Lease shall not be renewed or extended, nor shall another such Lease be entered into between the same parties.
3. **Use.** During the term hereof, Company shall occupy and use property authorized by County solely in connection with its materials distribution facility, to the extent permitted by and fully in compliance with all applicable rules, regulations, and requirements of any Federal, State, City or County regulatory agency having jurisdiction over the Company's operations. Company shall also fully comply with all safety and security policies/directives as established by Lancaster County.

Company's employees and customers will have reasonable access to and from and the right to use and occupy property for the sole purpose of engaging in or furthering Company's business.

4. Lease Payment; Late Payment; Taxes.

A. Lease Payment. As the monthly lease payment for occupancy and use of the property, Company shall pay County monthly payments of **Three Thousand Seven Hundred Twenty Six (\$3,726.00) Dollars** per month for its use of the property from March 10, 2015 through February 28, 2018. Company shall pay said amounts without set-off or deduction, in advance and without demand on or before the first day of each month during the term hereof. Thereafter, beginning March 1, 2018 and continuing on monthly through the ending term of this lease, February 29, 2020, Company shall pay County monthly payments of **Five Thousand Five Hundred Ninety (\$5,590.00) Dollars** subject to the same payment terms and conditions noted herein.

B. Late Payment. Company acknowledges that the late payment by Company of any monthly installment of lease payment or other charges will cause County to incur certain costs and expenses not contemplated under this Lease, the exact amount of which are difficult or impracticable to determine. Therefore, if any such amount owing is not received by County within three (3) days following the due date thereof, Company shall immediately pay to County a late charge of **Two Hundred (\$200.00) Dollars** in addition to the monthly lease payment noted above.

C. Taxes. Beginning in 2015 and continuing throughout the Company's occupancy and usage of the facility and surrounding acreage, all real property taxes and personal property taxes assessed upon the property being utilized and occupied by the Company shall be the sole responsibility of the Company. All taxes of any type shall be paid by the Company in a timely fashion.

5. Utilities and Services. County shall supply access to water, natural gas and electricity to the extent and capacity of the currently existing mains, lines, transformers, and panels. Company shall be solely responsible for the payment of all utility charges, telephone, trash removal, hazardous waste removal and other services used by Company in or on the property, to include hook-up fees, advanced deposits or other such costs, regardless of whether the utility charge is incurred in the name of Company or County. Company shall accept transfer of all applicable utility meters to Company's name when so tendered by County. In the event Company incurs any utility charge in the name of County, Company shall reimburse County for the full amount of the charge within five (5) calendar days of the date of written notice to Company of the amount of the charge. County assumes no responsibility for interruption of such services for any reason whatsoever.

6. Cleaning and Maintenance. Company, at its sole cost and expense, shall keep the facility

and outside property in a clean, neat and orderly condition at all times, and shall be responsible for maintaining all non-structural elements, including without limitation plumbing and HVAC. Company understands that it is responsible for the conduct of its guests, permittees, invitees, and licensees on the premises. Company shall not store any personal property exterior to the building on the unimproved premises associated with the building. Company is prohibited from taking any action which would negate or void the warranty, if any, on the roofs of any building within its facility

7. Alterations. Company may make an alteration, addition, or improvement to the facility with the prior written approval of the County Administrator. Company shall submit a written request for permission to perform such alterations, which shall include a description of the improvements, a site plan, and any other documentation requested by the County Administrator to demonstrate the suitability of the improvements or alterations. Unless County elects otherwise, all permanent alterations, additions, or improvements to the facility shall become the property of County upon termination. All agreed upon improvements must be made in a workmanlike manner, in accordance with all applicable statutes, ordinances, rules and regulations, including without limitation applicable building codes, and may be made only upon written approval of County's Building Department after review of complete plans for such improvements.
8. Grant of Option. For and in consideration of the Option Fee payable to the County as set forth herein, County does hereby grant to Company the exclusive right and Option to purchase the 5.578 acre premises upon the terms and conditions set forth herein.
 - a. Payment of Option Fee. Company agrees to pay County Option Fee of **Twenty Five Thousand (\$25,000.00) Dollars** upon the exercise of the option. It is understood and agreed that the Option Fee shall be considered as a credit toward the final negotiated sales price. The exercise of the option must be in writing provided to the County at the address noted herein. The Option Fee must accompany the written notice. The date of sending the notice shall be the Option Exercise Date. In the event that the Company does not exercise its exclusive right to purchase the property through the closing and transfer of the property within one hundred twenty (120) days of the Option Exercise Date, this Option shall become absolutely null and void and neither party shall have any liability regarding this Grant of Option to the other. However, the voiding of this Option by the Company's failure to close shall not infringe upon nor lessen the Company's right to continue utilizing the property for the remaining months of the lease.
 - b. Purchase Price. The price of the 5.578 acres and all improvements thereon from which the County and Company shall decide upon a final sales price will be initially narrowed by the written valuation of the property by two (2) independent certified MAI appraisers. The County shall select one appraiser and be fully responsible for the cost of the services rendered by that appraiser. Likewise, the Company shall select the second appraiser and shall be fully responsible for the cost of the services rendered. It is agreed and understood that the selection of the two appraisers shall be an open process and that the selected appraisers will be acceptable to both parties. Upon presentation and review of the two appraisals by the County and the Company, the parties shall negotiate a final purchase price that both parties believe to be fair and reasonable. If a final purchase price cannot be

agreed upon, the Twenty Five Thousand (\$25,000.00) Dollars Option Fee shall be returned to the Company.

8. Right of Entry. Prior to the Company's purchase of the property, should such occur, County shall have the right to enter the facility and grounds at any time for any reasonable purpose.
9. Compliance with Law.
 - A. General Compliance. Company will comply with all applicable statutes, ordinances, rules, regulations, orders and directives of any governmental authority, including County, in its occupancy and use of the property
 - B. Acceptance of Premises. Company accepts the property in its "as-is" condition and County has no obligation to improve, repair, restore, or alter any portion of the property. Company acknowledges that neither County nor any agent, employee, director or official of County has made any representation or warranty, except as otherwise expressly provided in this Lease, with respect to the property and facility including, without limitation, any representation or warranty with respect to the suitability or fitness of the building or any portion thereof for the conduct of Company's business.
 - C. Jurisdiction of Other Agencies. If Company's activities and operations shall in any way fall within the jurisdiction or regulatory authority of other governmental agencies, including without limitation the South Carolina Department of Health and Environmental Control ("DHEC"), Company must secure and produce evidence of such agency's final approval of such operations or occupancy of Space. If such activities and operations fall outside DHEC's jurisdiction, Company shall procure and submit to County the statement of an appropriately authorized DHEC representative to that effect. Company acknowledges that its representations and warranties pursuant to this subsection are material to the County's agreement to authorize the Company's use of the property.
10. Release and Indemnity.
 - A. Release. Company hereby releases County from any liability to Company for any loss or damage to any property of Company, its officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees, and for the death or injury of any officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees of Company, occasioned by theft, fire, acts of God, public enemy, injunction, riot, strike, insurrection, war, governmental body or authority including County, or any other matter beyond the control of County, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the facility, or failure to make repairs, or for any cause whatsoever, except the sole negligence or willful misconduct of

County.

- B. Indemnity. Company hereby releases and will defend, indemnify and hold harmless County, its departments, agencies, boards, commissions, committees, officers, directors, employees, and agents and assigns of any of them ("Indemnified Parties") from and against any and all liability, claims, penalties, fines, causes of action, suits, liens, losses, loss of use, damages, costs and expenses of any kind (including legal fees and litigation costs) which may be suffered by, accrued against, be charged to or be recoverable from the Indemnified Parties by reason of:

(1) any occurrence, in, upon, or at the property, however caused, or any cause of action of any nature whatsoever, in law or equity, arising out of or incidental to this Lease or the use or occupancy of the facility and/or outside grounds; and/or

(2) any occupancy, use, or misuse of the facility, or the areas surrounding the facility, or the service areas, parking areas, pedestrian areas, pedestrian walks or driveways in or around the facility, by Company, its officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees, including without limitation uses or misuses which may render the premises subject to the Americans with Disabilities Act in whole or in part; and/or

(3) any violation of any law, regulation or ordinance by Company or its employees, officers, directors, agents, customers, concessionaires, vendors, contractors or invitees; and/or

(4) any occurrence arising in whole or in part out of the negligent act, or negligent failure to act, of Company, its officers, directors, employees, agents, customers, vendors, contractors or invitees.

The provisions of this section shall survive the expiration or early termination of this Lease.

- C. Environmental Indemnification. Company shall also indemnify, defend (with counsel satisfactory to County), and hold County, its departments, agencies, council, boards, commissions, committees, members, officers, directors, employees, and agents and assigns of any of them harmless from and against any and all loss, cost, damage, expense, claim, cause of action, judgment, penalty, fine or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling or presence of Hazardous Materials on, under, or about the facility in violation of Company's obligations under this Lease ("Hazardous Materials Release"). This indemnification shall include, without limitation, (a) personal injury claims, (b) the payment of liens, (c) diminution in

the value of the property, or any building located thereon; (d) damages for the loss or restriction on use of the facility; (e) sums paid in settlement of claims, (f) actual attorneys' fees, consulting fees, court costs, and expert fees, (g) the cost of any investigation of site conditions, (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authority or deemed necessary in County's reasonable judgment, (i) and any fines associated with Company's activities. County shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings or action initiated in connection with the Hazardous Materials Release. County may also negotiate, defend, approve, and appeal any action taken or issued by any applicable governmental authority with regard to a Hazardous Materials Release. Any costs or expenses incurred by County for which Company is responsible under this Paragraph or this Lease and has indemnified County, (i) shall be paid to County on demand, during the term of this Lease as additional lease payments; and (ii) from and after the expiration or earlier termination of the Lease shall be reimbursed by Company on demand. Company's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease and shall bind Company's successors and assignees and inure to the benefit of County's successors and assigns.

11. Insurance Required. Company agrees to purchase and keep in force and maintain at all times during the term of this Lease, at its own expense, for the benefit of itself and County as additional named insured, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina all insurance as may be required under any applicable minimum standards for Lancaster County. At minimum, Company agrees to insure against: (A) all liability for damage to or loss of Company's and its customer's property located on the acreage, (B) liability for property damage and personal injury or death arising from acts or omissions of Company, its agents and employees, (C) liability for any damage or harm resulting from any release of any hazardous material, as that term is defined by the United States Environmental Protection Agency, including, but not limited to, costs of remediation or mitigation of such release of hazardous materials, and (D) Workers Compensation claims of all employees. Said insurance shall be maintained throughout the term of this Lease with an insurance company acceptable to County with liability limits of at least \$1,000,000.00 where such limits are not otherwise set forth in any applicable minimum standards. The policy or policies shall contain a contractual liability endorsement expressly covering the indemnification provisions of Section 10 of this Lease. Company shall also purchase, at its own cost and in its sole discretion, such business interruption or other insurance to protect Company's interest in the event of major or minor damage or disaster to the facility.

This Lease shall not become effective until Company shall provide to the Lancaster County Attorney a copy of certificate(s) evidencing the above insurance. The certificate of insurance shall provide that no material alteration, reduction, or termination of coverage shall occur without the insurance carrier giving County at least thirty (30) days' written notice prior to such alteration, reduction, or termination.

12. Subuse and Assignment. Company shall not allow any other entity to occupy or use any of the property without the written consent of the Lancaster County Council and no attempted assignment of this Lease by Company shall be effective.
13. GOVERNING LAW. THIS PERMIT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. This Lease is not subject to alternative dispute resolution except where ordered by a court of competent jurisdiction or required by operation of law. The forum for any action or claim brought as a result of this contract shall be the Court of Common Pleas, Lancaster County, South Carolina.
14. Entire Agreement/Amendment. This Lease constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, representations and understandings concerning the same, whether written or oral. The provisions of the Lease may be modified, amended or waived only by a written instrument executed by County and Company.
15. Termination of Lease. In the event of termination of this Lease by either Party, Company shall promptly cause to be removed all personal property from the facility and real property. Any property left on leased premises by Company and remaining there fifteen days after the date on which Company either vacated the property or should have vacated the property according to the notice of termination sent by the terminating party, may be deemed, at the sole and exclusive option of the County, abandoned. Once so deemed, such property shall become the exclusive property of the County and may be disposed of as such in accordance with applicable statutes, ordinances, and County procedures. Alternatively, County may have such property removed, at Company's sole expense.
16. Notices. Any notices required or sent hereunder shall be in writing and shall be sent as follows:

As to County:

Lancaster County
Attn: Steve Willis, County Administrator
Post Office Box 1809
Lancaster, South Carolina 29271

As to Company:

United Global Solutions, Inc.
Attn: Michael Hosseini, CFO-CIO
Post Office Box 19589
Charlotte, North Carolina 28219

Either party from time to time may change its address by written notice to the other party. Notices hereunder shall be deemed effective when delivered by hand delivery or

overnight courier, or three days after deposit in the United States mail, first class, postage prepaid.

WITNESS the signatures of the parties as of the date first written above.

ATTEST:

LANCASTER COUNTY:

By: _____

Its: _____

Date: _____

ATTEST:

UNITED GLOBAL SOLUTIONS, INC.

By: _____

Its: _____

Date: _____

Lancaster County Council Agenda Item Summary

Date of Request: March 9, 2015

Contact Person / Sponsor: Penelope G. Karagounis

Department: Planning Department

Issue under Consideration:

The application of Lancaster County Zoning Administrator to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. The purpose of this amendment is to delete Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height." At the first reading, Councilman Brian Carnes suggested staff to add the height regulations for the zoning districts as an added regulation to the conditions for mini-warehouses. On February 23, 2015, County Council deferred 2nd reading so staff could clarify the height regulation. This amendment has created new text to read as following: 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.

Points to Consider:

We are deleting the Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height." The conditions for mini-warehouses were written in 1998 when indoor climate controlled mini-warehouses were not in existence. Staff believes that this text amendment should be approved to delete a regulation that is not compatible with today's design of modern day mini-warehouses. The Lancaster County Planning Department checked with the Zoning Administrator from York County and they do not have this condition as a requirement. Kenneth Cauthen, Zoning Administrator stated that the height requirement in a B-3 is allowed for more than 12 feet. Basically the maximum building height limitation for B-3 is 50 feet; I-2 is 60 feet; and all other zoning districts are 35 feet. Mini-warehouses are allowed as a conditional use in R-45A, R-45B, B-3, I-1, and I-2.

I followed up with Kenneth Cauthen, Zoning Administrator and Steve Yeargin, Building Official and they both agreed the set height requirements were correct to state as a regulation in the conditions of mini-warehouses. Adding language of not allowing buildings higher than 35 feet without being protected by sprinklers was agreed by them.

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

The Planning Department made a recommendation to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. On January 20, 2015, a public hearing was held and the Lancaster County Planning Commission recommended to approve the text amendment by a vote of 7-0.

The full staff report is available on the Lancaster County Planning Departments website under meeting minutes and agendas.

The revised regulation has been implemented to the draft ordinance and is ready for 2nd reading consideration by the Lancaster County Council.

Attachments: Planning Commission Staff Report

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-9-15 DH

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1338

COUNTY OF LANCASTER

)

~~Indicates Matter Stricken~~

Indicates New Matter

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.

Ordinance No. 2015-1338

Page 1 of 3

COLUMBIA _____

- ~~6. None of the side walls of the structure shall be over 12 feet in height.~~
7. 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.
8. 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.
9. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.
10. 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.
11. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
12. No parking spaces or drive aisles are allowed in any required side or rear yard.
13. 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.
14. 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.
15. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.
16. 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 9th 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	Tentative
Third Reading:	March 23, 2015	Tentative

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

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

Approved as to form:

County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1344

)

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	Tentative
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:

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Steve Willis

Department: 021 Administration

Issue under Consideration:

Acceptance of parcel 0068P-0N-009.00 containing a swimming pool, tennis courts, and parking lot. It is the intent for Lancaster County to own and operate the pool, sharing costs with the City of Lancaster and for the City to own the rest of the parcel. Costs would be shared for the parking lot and the future of the tennis courts would be subject to discussion between the two Councils. Parks and Recreation would move immediately to make lighting repairs for safety reasons.

Amending the County Code to provide for County ownership of the swimming pool located on Wylie Street.

Points to Consider:

It is planned that the County and City will share equally in the operating and capital costs for the Wylie Street pool. By separate resolution, the same cost sharing arrangement will be made for the Town of Kershaw, which will continue to own and operate that pool. An annual spending review for pool costs will be made by the respective Council Finance Committees and the Parks and Recreation Commission.

The current County and City Codes call for ownership to be vested with the government where the property is located. Section 24-24(a)(2) of the County Code reads:

(2) Acquire land and facilities by gift or purchase, provided title to the acquired property be held by the governments where the property is located.

The County Code must be amended in order to provide for ownership of the pool.

Funding and Liability Factors:

Parks and Recreation will need additional funding to assume the new responsibilities for pools located in both Lancaster and Kershaw.

We currently operate the Wylie Street pool and have proper insurance coverage.

Options:

Council has already decided to move forward on this project so there is no option; the Code must be amended to provide for the County ownership of the pool.

The ordinance is confirming the desire of Council.

Recommendations:

Approval of the ordinance as presented.

Attachments: Ordinance

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-5-15 DN

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

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 – WYLIE STREET
SWIMMING POOL**

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

Section 1. Article III – Wylie Street Swimming Pool.

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

Article III – Wylie Street Swimming Pool.

Section 24-51 – Swimming Pool 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 Administrative 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

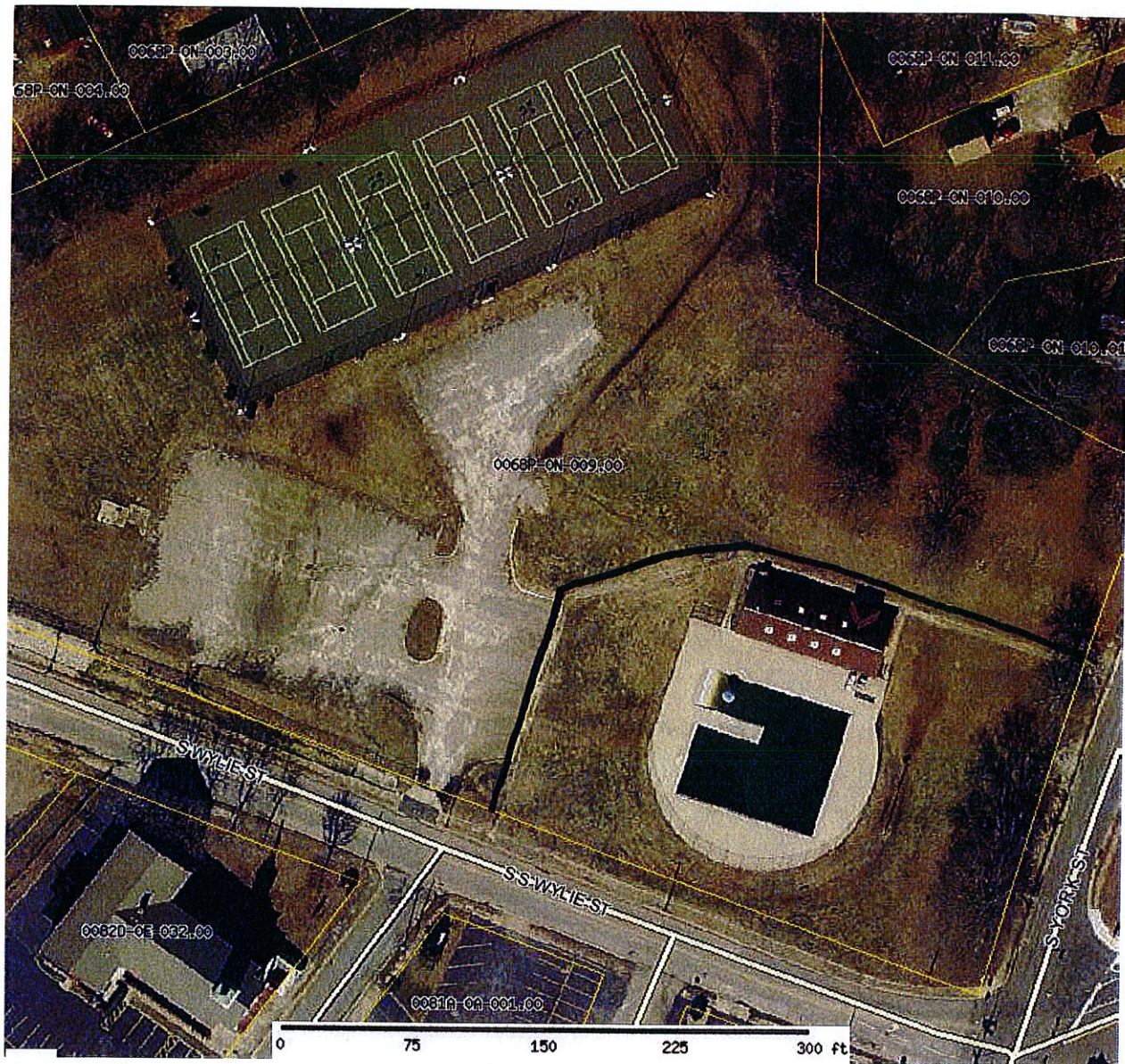
Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	March 9, 2015	(TENTATIVE)
Second Reading:	March 23, 2015	(TENTATIVE)
Third Reading:	April 13, 2015	(TENTATIVE)



Lancaster County Assessor			
Parcel: undefined Acres:			
Name:		Land Value	
Site:		Improvement Value	
Sale:		Accessory Value	
Mail:		Total Value	



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: 02/15/15 : 14:13:47

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Adoption of 2015 Prioritized Community Needs List.

Points to Consider:

Council conducted a public hearing on this at the last Council meeting.

Grazier Rhea has made changes to the list based upon Council feedback at the last meeting.

A revised list is attached as information.

Funding and Liability Factors:

N/A

Options:

Approve or reject the list as presented.

Recommendations:

I recommend the revised list be approved as presented.

If Council is amenable, the following motion would be in order:

MOTION: That the 2015 list of Priority Community Needs as prepared by the Catawba Regional Council of Governments is hereby adopted. The Clerk to Council shall transmit this adoption to the Council of Governments.

Attachments: Revised 2015 list from the COG

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-5-15 DN



MEMORANDUM

TO: Lancaster County Council

FROM: Catawba Regional Council of Governments

DATE: March 2, 2015

SUBJECT: Community Development Priority Needs

In order to apply for Community Development Block Grant funds, Lancaster County must complete a Needs Assessment. A Needs Assessment Public Hearing was held on Monday, February 23, 2015 as part of the regularly scheduled Lancaster County Council meeting. At this hearing, Catawba Regional Council of Governments staff presented the past identified community needs and received comments concerning the current needs, especially as they relate to the low and moderate income persons in Lancaster County.

Attached is an updated list of prioritized needs that were identified at the February 23 meeting. This is a request for council to review the identified needs list and to make any changes at your March 9, 2015 meeting. Once the list is finalized, it needs to be approved by County Council.

For additional information, please contact Grazier Rhea, with Catawba Regional Council of Governments, at 803-327-9041.

LANCASTER COUNTY
PRIORITIZED COMMUNITY NEEDS
FEBRUARY 2015

Lancaster County held a Needs Assessment Public Hearing on Monday, February 23, 2015. As a result of the hearing the, community needs affecting low and moderate income persons in Lancaster County were identified. The following lists the top priority community needs of Lancaster County:

1. Upgrade and extension of water and sewer services for low and moderate income areas, including the Erwin Farms area, Midway area, Dobson School area, Kershaw Mill area, and Emerald Estates area.
2. Upgrade facilities for the Department of Social Services, Health Department and other public agencies serving low and moderate income persons.
3. Renovation and preservation of the Lancaster historic jail.
4. Neighborhood revitalization activities in low and moderate income areas, including the Midway area, Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
 - Clearance and clean-up
 - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
 - Housing rehabilitation
 - Activities to increase affordable housing
 - Job training and educational opportunities
 - Socioeconomic assistance
 - Franchised curbside solid waste collection in target areas
5. Upgrade library facilities throughout Lancaster County to meet community needs and expand workforce training and development.
6. Development of greenways and trails.
7. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
8. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
9. Improve transportation between Lancaster's three municipalities, City of Lancaster, Town of Heath Springs, and Town of Kershaw, including highway (US 521) and rail (L&C Railway) modes of transportation.
10. Add turning lanes for the Andrew Jackson middle and high schools and the Buford elementary and middle schools.
11. Improve transportation between the City of Lancaster and Buford Community (SC 9 South).

12. Locate social service agency and county agency facilities in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
13. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
14. Undertake activities to promote fair housing opportunities for all citizens.

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Councilwoman Charlene McGriff

Department: Council

Issue under Consideration:

Pursuit of a grant that would benefit victims of criminal domestic violence and related crimes. This program encourages arrest policies and enforcement of protection orders.

Points to Consider:

Councilwoman McGriff will present information on the program but will recuse herself from any Council discussion and voting.

Funding and Liability Factors:

No county funding is being requested for this application.

Options:

Approve or reject the the request for the grant application.

Recommendations:

Staff recommends approval of the application.

Attachments: Grant Forms

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

GRANT TRACKING UPDATE

FUNDING SOURCE: Office of Violence Against Women – U.S. Department of Justice

GRANT INITIATIVE: Grants to Encourage Arrest Policies and Enforcement of Protection Orders

ESTIMATED RANGE OF AWARDS: Approximately 60 grants

AVAILABLE FUNDS: \$450,000 for the three-year project period

LENGTH OF GRANT: 36 Months (Continuation applications are encouraged)

DEADLINE: March 24, 2013

FOCUS OF FUNDING:

Grants encourage partnership between local governments, victim service agencies, law enforcement to ensure that sexual assault, domestic violence, dating violence and stalking are treated as serious violations of criminal law requiring coordinated involvement of the entire system

PROGRAM SPECIFICS:

This is a reapplication of a grant awarded to Lancaster County in 2011. No match is required for the project and any staff hired through the legislation does not require that any staff or interventions be sustained.

Proposed partners would include:

Palmetto Citizens Against Sexual Assault
Lancaster County Sheriff's Department
6th Circuit Solicitor's Office
Southeast Center for Strategic Community Development (Evaluation)

The proposed project would fund the following elements:

- Designated law enforcement position to focus on investigation of domestic violence and sexual assault
- Solicitor position to facilitate speedy prosecution of offenders
- Victim services including forensic medical exams

March 5, 2015

The Office on Violence Against Women
c/o Lockheed Martin Aspen Systems Corporation
OVW Arrest Program
Mail Stop 2K
2277 Research Boulevard
Rockville, MD 20850

RE: Certification of Eligibility

Dear Sir/Madam:

As per the requirements outlined in the CFDA 16.590 (Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program), please accept this letter certifying that the laws and policies in Lancaster County, South Carolina:

- A. Encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed; and
- B. Encourage or mandate arrest of domestic violence offenders who violate the terms of a valid and outstanding protection order;

In addition:

- C. All laws, policies, or practices and their training programs discourage dual arrests of offender and victim;
- D. All laws, policies, or practices prohibit issuance of mutual restraining orders of protection except in cases where both spouses file a claim and the court makes detailed findings of fact indicating that both spouses acted primarily as aggressors and that neither spouse acted primarily in self-defense; and
- E. All laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence, or stalking, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, Tribal or local jurisdiction; and

- F. No law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under Federal, Tribal, State, Territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense; and
- G. The refusal of a victim to submit to an examination described in subparagraph (A) shall not prevent the investigation of the offense.

Thanks much for your consideration of our proposal.

Sincerely,

Bob Bundy, Chair
Lancaster County Council

Steve Willis
County Administrator

March 5, 2015

Director Office on Violence Against Women
800 K Street, Suite 920
Washington, DC 20530

Dear Sir or Madam:

The applicant for the proposed project (Lancaster County, South Carolina) certifies that any funds awarded through the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program will be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purpose of providing services to victims of domestic violence, dating violence and child victimization. The applicant (Lancaster County, South Carolina) understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Sincerely,

Bob Bundy, Chair
Lancaster County Council

Steve Willis
County Administrator



**Acknowledgement of Notice of Statutory Requirement to Comply with the
Confidentiality and Privacy Provisions of the Violence Against Women Act, as
Amended**

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Steve Willis

County Administrator

Typed Name of Authorized Representative

Title

Telephone Number 803-285-1565

Signature of Authorized Representative

Date Signed

Lancaster County

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.



B. Violence Against Women (OVW) – Purpose Areas #5

Supplanting Provision Applicable to Purpose Area 5 . (See Example below.) The Violence Against Women Act (VAWA) provides that, "[a]ny Federal funds received [under an OVW grant] shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for [OVW grant] activities. . . ." 42 USC 13925(b)(4). This means that a grantee may not reduce State, local, Tribal or other non-Federal funds that have been allocated for an OVW-permissible activity because Federal funds are available (or expected to be available) to fund that same activity. Rather, Federal funds must be used to supplement existing State, local, Tribal or other funds for OVW program activities.

Tribe A has two (2) prosecutors and wishes to hire a specialized domestic violence prosecutor. The Tribe receives OVW FY 2011 CTAS funding for this purpose. Instead of hiring an inexperienced new prosecutor, the Tribe wishes to use one of the existing prosecutors for the specialized domestic violence prosecutor grant position and backfill the previous position, which does not focus on violence against women. Under these circumstances, supplanting would not have occurred because the Tribe used federal funds to supplement OVW permissible grant activities.

Lancaster County Council Agenda Item Summary

Date of Request: 2/26/2015

Contact Person / Sponsor: Brian Endres

Department: PVFD Fee Board

Issue under Consideration:

Current FY 2015 budget has funds from the Bond America program accounted for but not allocated, we would like to add a budget line to purchase a new utility vehicle before the price increases. In order to purchase the vehicle we would need to reallocate the funds and also draw approximately \$30,000 from our account reserves.

Points to Consider:

The PVFD Fee Board and Department have been very conservative and stayed under budget every year, this is a one time request to utilize reserves to take advantage of the less expensive 2015 utility vehicle before the price is increased on the 2016 version.

Funding and Liability Factors:

The funds are within the departments reserves and all maintenance and costs are allocated in the projected FY 2016 budget.

Options:

The other option would be to wait for the FY 2016 budget however this would add an unnecessary cost in price to the vehicle.

Recommendations:

The PVFD Fee Board recommends the one time expenditure to purchase the utility vehicle to come from the combination of the funds in the FY 2015 budget that are not allocated to an action item and up to \$30,000 from our reserve account to purchase the vehicle in the first quarter of 2015 prior to the release of the 2016 vehicle year models.

Attachments: _____

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 2-26-15 PH

SUBMIT

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Acquisition of heavy equipment for Public Works.

Points to Consider:

This fall the Finance Committee heard the request to acquire these items. They decided to hold off and see what the audit showed as the status of the fund balance.

The last heavy equipment purchase for Public Works was in 2011.

This request now comes to Council through the Finance Committee.

Funding and Liability Factors:

Items to be acquired:

Road tractor for hauling low-boy trailer - \$108,000. We had hoped to make this last another year but it is no its last legs.

Motorgrader - \$167,000 using trade-in. This is an extremely attractive offer and is for a limited time.

Rolloff truck for Solid Waste - \$190,000. This piece of equipment is down and we either need to invest a significant sum to get it running or replace it. If we invest the money to get it running there is no guarantee something else won't go out no this old truck and this course of action is not recommended.

Total - \$465,000

As a practical note if we order now the items will not be in until the late May - early June time frame.

Options:

Accept or reject the request. We will continue to accrue repair cost until replacement occurs.

Recommendations:

Approve the request. These are all one time capital expenses which will help reduce recurring operating and maintenance expenses.

Attachments: Caterpillar proposal for motorgrader

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-2-15 1014



February 20, 2015

County of Lancaster
PO Box 1809
Lancaster, SC 29721

Dear Mr. Brandon Elliott,

We would like to thank you for your interest in our company and products, we are pleased to offer you the following for your consideration.

One (1) New **CAT 120M2** with all standard equipment and listed optional equipment below.

Machine Specifications

NEW 2015 CAT 120M2 MOTOR GRADER
CAT C7.1 ACERT U.S. TIER 4 INTERIM 145HP
12' MOLDBOARD WITH BOLT ON CUTTING EDGES
STANDARD JOYSTICK CONTROLS
ENCLOSED CAB & AIR, COMFORT PACKAGE
LIGHTS, FRONT HEADLIGHTS LOW MOUNT
LIGHTS, WORKING, ROADING

Warranty

Standard Warranty: 12 Month/Unlimited Hour Standard Warranty. Blanchard Machinery will cover all travel time and mileage during the first 6 months of the standard machine warranty.

Extended Warranty: 5 Year 4000 Hour Governmental Premier Warranty



Trade In Value

1989 CAT 120G Motor Grader 87V09056.....\$30,000.00

Pricing

Governmental Discounted Price.....\$199,953.00
Extended Warranty.....Included
Blanchard CAT Loyalty Discount.....-\$3,362.00
Trade In Value.....-\$30,000.00

Total W/O Taxes **\$166,591.00**

Accepted By _____ Date _____

Signature _____

We wish to thank you for the opportunity of quoting your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt McDaniel", with a stylized flourish at the end.

Matt McDaniel
803-207-1206
Machine Sales Representative

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Restoring a previously cut position in the IT Department. As I reported to the Administration Committee, we trimmed the position last FY in an effort to save some money. My efforts didn't work out as we had our personnel stretched too thin.

Points to Consider:

While the position is new to this fiscal year, it is not a new position to Lancaster County.

With the emphasis being placed on cyber security, this is not an area where we can go lacking.

Funding and Liability Factors:

Salary for the position - \$35,000 per year; this would be \$46,550 with fringe.

For the current fiscal year we would anticipate filling this in the final quarter, making that fiscal impact approximately \$11,637.

As mentioned previously, our main liability is in not addressing IT needs and leaving data vulnerable to hacking.

Options:

Accept or reject the request.

Recommendations:

I recommend accepting the request. This matter has been to the Administration Committee and I would defer to members for such comments that the desire to make.

Attachments: None

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-5-15 DN

Lancaster County Council Agenda Item Summary

Date of Request: March 2, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Appointment to Solid Waste Advisory Committee

Points to Consider:

This is the Committee charged with reviewing the Solid Waste Plan developed by the Council of Governments with staff input.

Once Council has approved the plan, the Committee will meet annually to see if any revisions should be recommended to County Council.

The Committee has 6 members; 2 appointed by County Council at large, 2 appointed by the municipalities, and 2 appointed by County Council to fill specific slots; 1 from the solid waste hauling business and 1 citizen with an environmental background.

Funding and Liability Factors:

N/A

Options:

For the two members appointed by County Council we respectfully recommend Public Works Director Jeff Catoe and Solid Waste Director Sonny Connor. For the Solid Waste hauler we recommend Timmy Dunlap and for the citizen with an environmental background we recommend Jim Augustin of Indian Land (recommended by Lindsay Pettus). For the municipal representatives we recommend Marty Cauthen from the City of Lancaster and Tony Starnes from the Towns of Heath Springs and Kershaw.

Recommendations:

We recommend the members above be appointed for a term to expire as show below. This will start staggered terms.

For a two year term:

Sonny Connor

Tony Starnes

Timmy Dunlap

For a four year term:

Jeff Catoe

Marty Cauthen

Jim Augustin

Attachments: None

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-2-15

Lancaster County Council Agenda Item Summary

Date of Request: March 9, 2015

Contact Person / Sponsor: Penelope G. Karagounis

Department: Planning Department

Issue under Consideration:

Councilman Larry Honeycutt requested for me to obtain information about York County's conditional zoning. I was able to receive their ordinance that was approved on March 17, 2014. This ordinance amended York County's, South Carolina Code, Chapter 155, by creating a new section 155.579 in order to provide and clarify the authority for granting conditional approvals by the York County Council upon approval of any amendment to the Zoning Map or Public Service Use; and to provide for a public hearing.

The Planning Commission and the Director may recommend and the County Council may impose reasonable conditions upon the approval of any amendment to the Zoning Map, Public Service Use Permit found necessary to ensure compliance with the intent of the Comprehensive Plan, York County Zoning Code or other applicable County Ordinances. Such conditions may be used when necessary to prevent or minimize adverse impacts upon property or the environment (See Ordinance for conditions).

Points to Consider:

The Catawba Regional Council of Government is working on our rewrite of our Unified Development Ordinance and amendment to our Zoning Map. It is my recommendation to have them review the York County Ordinance to see if we can incorporate this with our rewrite.

Funding and Liability Factors:

My recommendation is for John Weaver, County attorney to review the York County Ordinance and provide input to Lancaster County from a legal standpoint.

Options:

Recommendations:

My recommendation is to provide this information to our consultant to review and see if and how we can incorporate this with our rewrite of our Unified Development Ordinance.

Attachments: York County, South Carolina Ordinance No. 614 - Adopted 3-17-14

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 3-2-15 *DN*

AN ORDINANCE

TO AMEND THE CODE OF THE COUNTY OF YORK, SOUTH CAROLINA, CHAPTER 155, BY CREATING NEW SECTION 155.579 IN ORDER TO PROVIDE AND CLARIFY THE AUTHORITY FOR GRANTING CONDITIONAL APPROVALS BY THE YORK COUNTY COUNCIL UPON APPROVAL OF ANY AMENDMENT TO THE ZONING MAP OR PUBLIC SERVICE USE; TO PROVIDE FOR A PUBLIC HEARING; AND, TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNTY COUNCIL OF YORK COUNTY, SOUTH CAROLINA:

SECTION 1. Legislative findings. As an incident to the adoption of this ordinance, the York County Council, as the governing body of York County, South Carolina, has made the following legislative findings:

1.1 The Code of York County, South Carolina, should be amended by amending Chapter 155, by creating new Section 155.579, in order to provide and clarify the authority for granting conditional approvals by the York County Council upon approval of any amendment to the zoning map or public service use, and in order to promote, protect and provide for the health, safety and welfare of York County and its citizens.

1.2 Council is empowered to enact ordinances for the implementation and enforcement of powers granted to Council pursuant to Sections 4-9-30 (9), (14), and (17), S.C. Code Ann., as amended and to exercise such other powers as may be authorized for counties under Sections 6-29-780; 6-29-790; 6-29-800, and 6-29-860, S.C. Code Ann., as amended.

1.3 Council finds that the amendment and the clarification of notice requirements and conditional approvals will:

(A) Ensure that clear guidelines are established granting the authority to the York County Council to provide conditional approvals for amendments to the zoning map and public service use requests;

(B) Promote the public health, safety, order, appearance, prosperity and general welfare.

SECTION 2. Code of York County Amended. Chapter 155, is hereby amended to create new section 155.579 which shall read as follows:

Section 155.579. Conditional Approvals.

(A) Conditions of Approval.

The Planning Commission and the Director may recommend and the County Council may impose reasonable conditions upon the approval of any amendment to the Zoning Map, Public Service Use Permit found necessary to ensure compliance with the intent of the Comprehensive Plan, York County Zoning Code or other applicable County ordinances. Such conditions may be used when necessary to prevent or minimize adverse impacts upon property or the environment. For example, conditions may include, but shall not be limited to the following:

- (1) Limitations or requirements on the size, intensity of use, bulk and location of any structure.
- (2) Increased landscaping, bufferyard, screening or setback requirements from property lines or water bodies.
- (3) Greenspace and open space conservation.
- (4) Driveway curb cut limitations.
- (5) Restrictions to land uses or activities that are permitted.
- (6) Prohibited locations for buildings, structures, loading or parking areas.
- (7) The provision of adequate ingress and egress.
- (8) Making project improvements for streets, sidewalks, parks or other community facilities.
- (9) Building height, massing or compatible architectural design features.
- (10) Hours of operation.
- (11) Other conditions that the County Council, Planning Commission, and/or Director find are necessary as a condition of approval of an amendment to the Zoning Map or Public Service Use.

(B) Such Conditions, Limitations or Requirements shall be:

- (1) Set forth in the motion approving the amendment or Public Service Use.
- (2) Set forth in the local ordinance that officially records the amendment or Public Service Use.
- (3) In effect for the period of time specified in the amendment. If no time period is stated, the conditions shall continue for the duration of the matter which it conditions and become an integral part of the Zoning Map amendment or Public Service Use to which the conditions are attached and shall be:
 - a. Required of the property owner and all subsequent owners as a condition of their use of the property.

- b. Interpreted and continually enforced by the Department in the same manner as any other provision of the York County Code of Ordinances.
- c. If a condition imposed by the York County Council is not consistent with what is being proposed in regard to the use or development of the property and associated structures, the matter must be re-heard by the York County Council through the rezoning process to modify any conditions established by the Council.

(C) Alterations to Conditions of Approval:

Alterations or repeal of conditions attached to any amendment to the Zoning Map, shall be made only by the County Council following a duly advertised public hearing and public notice conducted pursuant to procedures provided in Section 155.574 of the York County Code of Ordinances.

SECTION 3. Public Hearing Required.

The York County Council shall conduct a public hearing after publishing a notice of the date, time and place of such hearing at least fifteen (15) days in advance of such hearing before final legislative action is taken for the adoption of this ordinance.

SECTION 4. Severability.

The provisions of this ordinance are hereby declared to be severable, and if any provision or section of this ordinance is declared to be unconstitutional or unenforceable by the final order of a court of competent jurisdiction, such declaration shall not affect the constitutionality, legality or enforceability of any other section or provision of this ordinance, which shall be deemed severable, valid, enforceable and effective.

SECTION 5. Repeal of inconsistent sections and ordinances.

All sections of the York County Code of Ordinances and all York County ordinances in conflict with this ordinance are hereby amended to the extent of such conflict.

SECTION 6. Effective date.

This ordinance shall take effect immediately upon adoption.

Adopted this 17 day of March, 2014.

YORK COUNTY COUNCIL

By: 

J. Britt Blackwell, O.D., Chairman
York County Council

Attest: 

William P. Shanahan, Jr., County Manager

First Reading: February 3, 2014
Second Reading: February 17, 2014
Public Hearing: February 17, 2014
Third Reading: March 17, 2014

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Discussion Item – LCEDC Bylaws

Contact Person: John Weaver

Sponsor: Charlene McGriff

Department: County Attorney

Date of Request: February 23, 2015

Issue For Consideration: At the request of Councilwoman McGriff, I was asked to review the current EDC bylaws and to report to Council on March 9 my findings and opinion. In so doing, I have reviewed Ordinance # 2014-1279, passed by Council on October 13, 2015, and the accompanying bylaws of the LCEDC that were attached thereto, those bylaws being last amended on April 18, 2012.

Points to Consider: The findings will be presented verbally to Council on March 9 as an open session discussion item.

Funding and Liability Factors: N/A

Council Options: After discussion/debate of the issues, Council may chose to take no action or may chose to vote to follow the recommendation of the County Attorney.

Recommendation: It is my recommendation that Lancaster County Council require the LCEDC to review, revise and amend its present bylaws so that a more complete document serves as the corporation's foundation.

FILED
OFFICE OF CLERK
OF COURT
2014 OCT 15 AM 10:54
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2014-1279

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE BYLAWS OF THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(A) The Council finds and determines that:

(1) Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended (the "Code"), provides that economic development is a function of county government and the County may make appropriations for economic development;

(2) in *Nichols v. South Carolina Research Authority*, 351 S.E.2d 155 (S.C. 1984) the South Carolina Supreme Court determined that economic development is a valid public purpose;

(3) the investment of capital and creation of jobs is of vital importance to the citizens of the County;

(4) economic development is one of the more important functions performed by the County;

(5) to successfully provide for the economic development function in the County's government requires an approach that is tailored to the needs of the various economic development constituencies in the County;

(6) Council, by passage of Resolution of Endorsement #92, dated July 29, 1985, found that the Bylaws of the Lancaster County Economic Development Corporation constituted a viable economic development framework and endorsed the establishment of the then proposed non-profit corporate structure;

(7) the Internal Revenue Service has determined, by letter dated September 8, 1988, that the Lancaster County Economic Development Corporation is exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code;

(8) the Lancaster County Economic Development Corporation is organized under South Carolina law as a non-profit entity; and

(9) the use by the County of the Lancaster County Economic Development Corporation as a means to fulfill the County's economic development objectives is in the best interests of the County and its citizens.

(B) It is the purpose of this ordinance to approve the revised bylaws of the Lancaster County Economic Development Corporation.

Section 2. Approval of bylaws.

The Bylaws for the LCEDC, attached to this ordinance as Exhibit A (the "Bylaws"), are authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Bylaws are incorporated herein by reference as if the Bylaws were set out in this ordinance in its entirety. The form and content of the Bylaws, which must be exactly as attached to this ordinance, are hereby approved. No changes may be made to the Bylaws except upon passage of an ordinance by Council to that effect.

Section 3. Confirmation of appointments to board of directors.

Council ratifies and confirms the appointment or election of the members of the Board of Directors of the Lancaster County Economic Development Corporation serving on the effective date of this ordinance. The members of Board of Directors serving on the effective date of this ordinance shall serve for the balance of the term for which the member was appointed or elected and such service shall be deemed to be accordance with the Bylaws.

Section 4. Conflicting Provisions.

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

Section 5. 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.

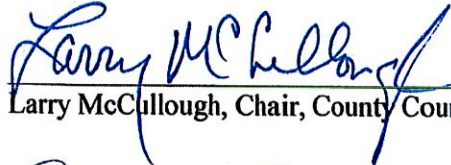
Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

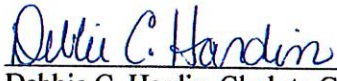
AND IT IS SO ORDAINED, this 13th day of October, 2014.

LANCASTER COUNTY, SOUTH CAROLINA


Larry McCullough, Chair, County Council

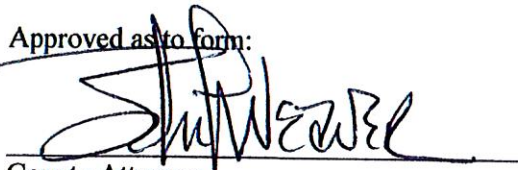

Jack Estridge, Secretary, County Council

ATTEST:


Debbie C. Hardin, Clerk to Council

First Reading: June 9, 2014
Second Reading: June 23, 2014
Public Hearing: July 14, 2014
Third Reading: July 14, 2014
Third Reading: August 11, 2014
Third Reading: October 13, 2014

Approved as to form:


County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 2014-1279

**Lancaster County Economic Development Corporation
Revised Bylaws**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**BY-LAWS
OF THE
LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION**

ARTICLE I

Corporate Name and Purpose

Section 1. Name. The name of this corporation is the Lancaster County Economic Development Corporation, hereinafter referred to as the Corporation.

Section 2. Purpose. The purpose of this Corporation is, in general, to further economic development in Lancaster County, S.C. to promote and assist in the growth and development of business concerns and to engage in those activities which are in furtherance of, or related to, the purposes herein stated. The principal objective of the Corporation shall be to benefit the County economically by fostering increased employment opportunities and by expansion of business and industry; thereby, lessening the burdens of government and combating community deterioration. Said Corporation is organized as an exempt organization under section 501(c) (4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

More specifically, the Corporation is empowered to engage in such activities as the following:

(a) To formulate, aid and assist projects designed to promote economic development through the attraction to Lancaster County of new industry, new business, and new commercial enterprises, and through the encouragement of existing industry, existing business, and existing commercial enterprises within the county.

(b) To acquire by purchase, exchange, lease, gift, devise or otherwise, and to hold, own, maintain, manage, improve and develop, and to sell, transfer, convey, lease, mortgage, exchange, or otherwise deal in or with real property situated in the county that is now or may hereafter be suitable or adaptable as a site or sites for the expansion of existing industry, existing business, and existing commercial enterprises;

(c) To borrow or to loan money for its corporate purposes, and to draw, make, accept, endorse and execute notes, debentures, bills of exchange and other negotiable instruments and obligations, and in order to secure the same, or any of its contracts or obligations, to convey, transfer, assign, mortgage or pledge all or any part of the property of this corporation under such terms and conditions as the Board of Directors may determine;

(d) To promote the general business condition of the community and the common good and general welfare of the people of Lancaster County by aiding and encouraging new and expanded industrial development within the County, thus reducing unemployment and affording to the people of the county increased employment opportunities, civic betterment's and social improvements.

(e) To cooperate with the Lancaster County Planning Commission the County of Lancaster, Lancaster County Chamber of Commerce, City of Lancaster, Town of Heath Springs, Town of Kershaw and all other entities or association in all programs for the economic development of Lancaster County and for the common good and general welfare of its people.

(f) To carry on any activity and to deal with and expend any such property or income from for any of the foregoing purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the Certificate of Incorporation, the By-Laws of the Corporation, or any other limitations as are prescribed by law, provided that no such activity shall be such as is not permitted by a corporation exempt from Federal Income Tax under Section 501(c)(4) of the Internal Revenue Code of 1954 or any corresponding future provision of the Revenue Code, and that the Corporation shall not attempt to influence legislation by propaganda or otherwise, nor shall it intervene in, or participate in, any political campaign on behalf of any candidate for public office and provided further that no part of the net earnings of this Corporation shall inure to the benefit of any member or private individual, and no member, director or officer of the Corporation shall receive any pecuniary benefit from the Corporation, except such reasonable compensation as may be allowed for services actually rendered to the Corporation.

ARTICLE II

Membership

Section 1. Qualifications. Any person, firm, or corporation may become a member of the Corporation.

Section 2. Membership Classes. Members meeting the qualifications in Section 1 above shall be regular members except for certain entities that shall be classified as ex officio members and that will have authority hereinafter established to appoint certain voting ex officio directors not subject to election by the regular membership. Said ex officio members are Lancaster County Council, Lancaster County School District and the City Councils of Lancaster, Kershaw and Heath Springs.

Section 3. Resignation. Any member may withdraw from the Corporation after fulfilling all obligations to it by giving written notice of such intention to the Secretary, which notice shall be presented to the Board of Directors of Executive Committee by the Secretary at the first meeting after its receipt.

Section 4. Suspension. A member may be suspended for a period or expelled for cause such as violation of any of the By-Laws or Rules of the Corporation, or for conduct prejudicial to the best interests of the Corporation. Suspension or expulsion shall be by a two-thirds vote of the membership of the Board of Directors, provided that a statement of the charges shall have been mailed by registered mail to the member under charges at his or her last recorded address at least fifteen days before final action is taken thereon; this statement shall be accompanied by a notice of the time when and place where the Board of Directors is to take action in the premises. The member shall be given an opportunity to present a defense at the time and place mentioned in such notice.

ARTICLE III**Fiscal Year and Audit**

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

Section 2. Audit. The Board of Directors shall have a certified audit made by a Certified Public Accountant of all books, records, reports, correspondence, or any other matter pertaining to the fiscal affairs of the corporation and report findings to the Board of Directors following the close of each fiscal year. The audit shall be made not less than once each fiscal year with one copy provided to each Director.

ARTICLE IV**Dues**

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of initiation fee, if any, and annual dues payable to the Corporation by members.

Dues of ex officio members shall be initially established by the Board of Directors. Proposed ex officio dues shall be submitted to each ex officio member prior to fiscal year for which they are intended and shall become final upon majority approval of the affected ex officio member's governing body. It is intended that ex officio member dues offset a reasonable portion of normal operating expenses and that amounts considered necessary for special activities such as debt service, real property acquisition/development, and promotions/entertainment be excluded from their calculations.

Section 2. Payment of Dues. Dues shall be payable in advance on the first day in each fiscal year. Dues of a new member shall be prorated from the first day of the month in which such new member is elected to membership, for the remainder of the fiscal years of the Corporation.

Section 3. Default and Termination of Membership. When any member shall be in default in the payment of dues for a period of three months from the beginning of the fiscal year or period for which such dues became payable, his/her membership may thereupon be terminated by the Board of Directors in the manner provided in Article II, Section 4, of these By-Laws.

ARTICLE V**Meetings**

Section 1. Annual Meetings. There shall be an annual meeting no later than the thirtieth day of April in each year for election of members of the Board of Directors and for receiving the annual reports of officers, directors, and committees, and the transaction of other business. Notice of the meeting, shall be mailed, except as herein or by statute otherwise provided, to the last recorded address of each member at least five days and not more than 30 days before the time appointed for the meeting. All notices of meetings shall set forth the place, date, time and purpose of the meeting.

Section 1-A. Regular Board Meetings. There shall be regular meetings of the Board of Directors every other month to conduct the business of the corporation. Notice shall be given the public and all Board Members at least 48 hours in advance of the meeting. Meetings will be held beginning each fiscal year on the second Monday of July with regular meetings to be held the second Monday of September, November, January, March, and May of the fiscal year.

Section 2. Special Meetings of Members. Special meetings may be called by the Board of Directors or the Executive Committee at their discretion. Upon the written request of twenty members, the Board of Directors shall call a special meeting to consider a specific subject. Notice for any special meeting is to be given in the same manner as for the annual meeting. No business other than that specified in the notice of meeting shall be transacted at any special meeting of the members of the Corporation.

Section 3. Waiver. Notwithstanding the provisions of any of the foregoing sections, a meeting of the members of this Corporation may be held at any time and at any place within or without the State of South Carolina, and any action may be taken thereat, if notice is waived in writing by every member having the right to vote at the meeting.

Section 4. Quorum. The presence in person or by proxy of a majority of the members of the Corporation entitled to vote shall be necessary to constitute a quorum for the transaction of business.

Section 5. Inspectors of Election. Two inspectors of Election shall be chosen by vote of the members at the annual meeting and at each subsequent annual meeting. They shall act as inspectors of Election at the next annual meeting and at all special meetings until the next annual meeting.

Section 6. Voting. Any member of a firm or an officer of a corporation may represent it at any meeting. Any firm or corporation may be represented at any meeting by any member of its staff delegated by it for that purpose; but each firm or corporation shall be entitled to only one vote. If the manner of deciding any question has not otherwise been prescribed, it shall be decided by majority vote of the members present in person or by proxy.

Section 7. Proxies. Every member of the Corporation entitled to vote at any meeting thereof may vote in proxy. A proxy shall be in writing and revocable at the pleasure of the member executing it. Unless the duration of the proxy is specified, it shall be invalid after eleven months from the date of its execution.

Section 8. Order of Business. The order of business shall be as follows at all the general membership meetings of the Corporation:

- (a) Calling of the roll.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Presentation of the minutes.
- (d) Receiving communications.

- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

Any question as to priority of business shall be decided by the Chair without debate.

This order of business may be altered or suspended at any meeting by a majority vote of the members present.

ARTICLE VI

Directors

Section 1. Number. The property, affairs, activities, and concerns of the Corporation shall be vested in a Board of Directors, consisting of seventeen (17) directors, including nine (9) regular and eight (8) ex officio. The members of the Board shall, upon appointment or election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected or appointed and qualified.

Section 2. Election of Directors and Term. The LCEDC Board of Directors shall provide a list of nominees annually each June to the Lancaster County Council for their election of individuals to serve on the LCEDC Board of Directors for the coming fiscal year. The Lancaster County Council has full authority to elect members of the Board.

The LCEDC Board of Directors at each annual meeting, shall nominate a number of directors equal to that of those whose terms have expired and each shall be elected for the term of four (4) years. An elected director may serve no more than two full consecutive terms without a minimum twelve month hiatus from the board.

Seven (7) of seventeen (17) directors shall be classified as ex officio directors with full voting rights and shall be initially and subsequently nominated by ex officio members as follows with election by the Lancaster County Council:

Ex-Officio Members	Number of Directors	Term of Office
Lancaster County Council Members	3	4 Years
Lancaster City Council	1	4 Years
Kershaw Town Council	1	4 Years
Heath Springs Town Council	1	4 Years
Lancaster County School District	1	4 Years

The Ex-Officio members shall be nominated by each governing entity with approval by the Lancaster County Council as follows:

The Chairman of the **Lancaster County Council ("County Council")** shall appoint three members of the Lancaster County Council who shall serve as ex-officio

members for four-year terms. In the event a sitting member of County Council who serves on the Board of Directors no longer retains his/her seat, the County Council Chairman shall appoint a replacement upon the expired County Council term of the appointee.

The **Lancaster County Chamber of Commerce** Board of Directors shall nominate its President to serve as the ex-officio member.

The **Town of Kershaw Council** shall nominate the Town Manager or such suitable representative as its ex-officio member to the Board of Directors.

The **City of Lancaster Council** shall nominate a member of the Lancaster City Council or such suitable representative as its ex-officio member to the Board of Directors.

The **Town of Heath Springs** shall, in the absence of a Town Manager, nominate the duly elected Mayor or such suitable representative as its ex-officio member of the Board of Directors.

The **Lancaster County School District** shall nominate its Superintendent or an elected member of the School District Board as its ex-officio member of the Board of Directors.

In addition, a representative of the Lancaster County Planning Office shall attend meetings in a non-voting advisory capacity.

Section 3. Duties of Directors. The Board of Directors may: (1) hold meetings at such times and places as it thinks proper; (2) admit members and suspend or expel them by ballot; (3) appoint committees on particular subjects from the members of the Board, or from other members of the Corporation; (4) **audit bills and disburse the funds of the Corporation;** (5) print and circulate documents and publish articles; (6) carry on correspondence; (7) **employ agents;** and (8) devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the Corporation.

Section 4. Meetings of Board. A regular meeting of the Board of Directors shall be held immediately succeeding the annual election in April for the purpose of electing officers and any other business as necessary. Notice of the meeting shall be made to each member of the Board at least ten days before the time appointed for the meeting. The Chairman may, when he deems necessary, or the Secretary shall, at the request in writing of three members of the Board, issue a call for a special meeting of the Board, and only five days' notice shall be required for such special meetings.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. In the absence of the Chairman and Vice Chairman, the quorum present may choose a Chairman for the meeting. If a quorum is not present, a lesser number may adjourn the meeting to a later day, not more than ten days later.

Section 6. Absence. Should any regular member of the Board of Directors absent himself unreasonably from three consecutive meetings of the Board without sending a communication to the Chairman or Secretary stating his reason for so doing, and if his excuse should not be accepted by the members of the Board, his seat on the Board may be declared vacant, and the Chairman may forthwith proceed to fill the vacancy.

Section 7. Vacancies. Whenever any elected member vacancy occurs of Directors by death, resignation, or otherwise, it shall be filled without undue delay by nomination by the Board and a majority vote of the County Council at its next regularly scheduled meeting. Members representing County Council shall be appointed by the Chairman. The person so chosen shall fulfill the unexpired term of the director and may be reelected to two additional consecutive terms.

Section 8. Removal of Elected Directors. Any one or more of the directors may be removed either with or without cause, at any time, by a vote of two-thirds of the members present at any special meeting called for that purpose.

ARTICLE VII

Officers

Section 1. Number. The officers of this Corporation shall be Chairman, Vice-Chairman, a Secretary, Treasurer, and a member of the Lancaster County Council as appointed by the County Council Chairman who will serve as a second Vice-Chairman.

Section 2. Method of Election. The Board of Directors shall elect all officers for a term of one year, the Chairman and Vice-Chairman being elected from the Board of Directors. A majority of a quorum present shall be necessary to constitute an election. The initial terms of the officers shall be deemed to begin July 1 for purposes of calculating the expiration of said terms. The term is from July 1 fiscal year to June 30 the following year. Chairman may serve no more than two full consecutive terms.

Section 3. Duties of Officers. The duties and powers of the officers of the Corporation shall be as follows:

Chairman

The Chairman shall preside at all meetings of the Corporation and of the Board of Directors and of the Executive Committee and shall be a member ex officio, with right to vote, of all committees except the Nominating Committee. He shall also, at the annual meeting of the Corporation and such other times as he deems proper, communicate to the Corporation or to the Board of Directors such matters and make such suggestions as may in his opinion tend to promote the prosperity and welfare and increase the usefulness of the Corporation and shall perform such other duties as are necessarily incident to the office of the Chairman.

Vice Chairman

In case of death or resignation of the Chairman, or the inability from any cause to act the Vice-Chairman shall succeed to the office of Chairman.

Secretary

It shall be the duty of the Secretary to give notice of and attend all meetings of the Corporation and its several divisions and all committees and

keep a record of their doings; to conduct all correspondence and to carry into execution all orders, votes, and resolutions not otherwise committed; to keep a list of the members of the Corporation, to collect the fees, annual dues, and subscriptions and pay them to the Treasurer; to notify the officers and members of the Corporation, of their election; to notify members of their appointment on committees; to furnish the Chairman of each committee with a copy of the vote under which the committee is appointed, and at his request give notice of the meetings of the committee; to prepare under the direction of the Board of Directors, an annual report of the transactions and conditions of the Corporation, and generally to devote his/her best efforts to forwarding the business and advancing the interests of the Corporation. In case of absence or disability of the Secretary, the Executive Committee may appoint a Secretary pro tem. The Secretary shall be the keeper of the Corporation's seal.

Second Vice-Chairman

The County Council Vice-Chairman Appointee will serve on the Executive Committee and provide assistance to the Committee and report back to the County Council on the actions and activities of the Executive Committee as needed.

Treasurer

The Treasurer shall keep an account of all moneys received and expended for the use of the Corporation, and shall make disbursements only upon vouchers approved in writing by any member of the Executive Committee. He shall oversee deposits to a bank, or banks, or trust company approved by the Executive Committee, and make a report at the annual meeting or when called upon by the Chairman.

The funds, books, and vouchers in his hands shall at all times be under the supervision of the Executive Committee and subject to its inspection and control. At the expiration of his/her term of office, he/she shall deliver over to his/her successor all books, moneys, and other property, or, in the absence of a treasurer-elect, to the Chairman.

Section 4. Bond of Treasurer. The treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Section 5. Vacancies. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose. Completion of a partial term of office shall not be used to calculate term of office limitations.

Section 6. Compensation of Officers. The officers shall not receive any salary but may be reimbursed for expenses incurred in the line of service to the corporation.

ARTICLE VIII

Committees

Section 1. Executive Committee. There shall be elected annually by the Board of Directors one member thereof who, with the Chairman, the Vice Chairman, the Treasurer, the Secretary, and the Second Vice-Chairman, shall constitute an Executive Committee. Additionally, the immediate past Chairman of the development corporation is to serve for a period of one year, on the Executive Committee for purposes of continuity in policy development and operational and administrative procedures. The Executive Committee shall appoint such employees as may be necessary to conduct the business of the Corporation; they may act on behalf of the Corporation in any matter when the Board of Directors is not in session, reporting to the Board of Directors for its ratification of their action at each regular or special meeting called for that purpose. Three members shall constitute a quorum for the transaction of business. Meetings may be called by the Chairman or by three members. The Executive Committee shall have the Treasurer's accounts audited at least once each year by an accountant and report thereon to the Board of Directors.

Section 2. Committee on Nominations. No later than October 31st of each year, the Board of Directors shall appoint a Nominating Committee of five members, whose duty it shall be to nominate candidates (LCEDC members in good standing) to replace retiring directors at the next annual election. They shall notify the Secretary in writing, at least twenty (20) days before the date of the annual meeting, of the names of such candidates, and the Secretary, except as herein otherwise provided, shall mail a copy thereof to the last recorded address of each member simultaneously with the notice of the annual meeting. In addition the nominating committee shall recommend a slate of officers to be elected at the board meeting immediately following the annual meeting. Additional nominations from the floor may be considered.

Section 3. Independent Nominations. Nominations for directors may also be made, endorsed with the names of not less than ten members (in good standing) of the Corporation, if forwarded to the Secretary at least five days prior to the annual meeting of the Corporation for immediate transmittal by him/her to the members.

Section 4. Other Committees. At the first meeting of the Board of Directors after their election, or as soon thereafter as practicable, the Chairman may, subject to its approval appoint such standing committees as Committee of Membership, Committee on Projects Committee on Business Relations and Recruitment, Committee on Information and Statistics and Committee on Publicity. The members of such committees shall hold office until the appointment of their successors.

Section 5. Special Committees. The Chairman may, at any time, appoint other committees on any subject for which there are no standing committees.

Section 6. Committee Quorum. A majority of the members present at any committee meeting of the Corporation shall constitute a quorum for the transaction of business, unless any committee shall be a majority vote of its entire membership decide otherwise.

Section 7. Committee Vacancies. The various committees shall have the power to fill vacancies in their membership.

ARTICLE IX**Annual Operating Budget**

Section 1. Preparation and Adoption. The Board of Directors shall, prior to the end of each fiscal year, adopt by majority an annual operating budget including a revenue fund composed of line items by source and an expenditure fund composed of line items by object account. In addition, the Board of Directors may, as deemed necessary, adopt a capital projects budget and/or a special projects budget, and/or a debt service budget.

Section 2. Budget Controls. Any budget(s) adopted by the Board of Directors shall balance as to expenditure and revenue funds. No expenditure line item allocation shall be exceeded. However, budget items may be amended by transfer or supplemental appropriation by majority action of the Board of Directors. The Executive Committee shall prepare any budget proposed for adoption and shall transmit copies thereof to the Board of Directors at least ten (10) days prior to be considered for adoption.

ARTICLE X**Distribution upon Dissolution**

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501(c) (4) and 170 (c) (2) of the Internal Revenue Code, or to the Federal, State, or Local Government for exclusive public services.

Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income tax under Section 501 (c) (4) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United State Internal Revenue Law.

ARTICLE XI**Amendments**

~~These By-Laws may be amended, repealed, or altered in whole or in part by a two-thirds majority vote of the corporate membership at any duly organized meeting of the Corporation. Votes may be cast by members present or by proxy. The proposed change shall be mailed to the last recorded address of each member at least ten days before the time of the meeting, which is to consider the change.~~

These By-Laws may be amended, repealed, or altered in whole or in part by a two-thirds majority vote of the County Council at any regularly scheduled meeting of the County Council. The Board, by a two-thirds majority vote, may recommend to County Council changes to these By-laws.

Adopted February 20, 1986
Amended May 5, 1987
April 28, 1992
April 22, 1996
January 9, 2006
April 16, 2007
April 19, 2010
April 29, 2011
April 18, 2012

Amendment: 1

The City of Lancaster Council shall appoint a member of the Lancaster City Council as its ex-officio member to the Board of Directors.

Item U

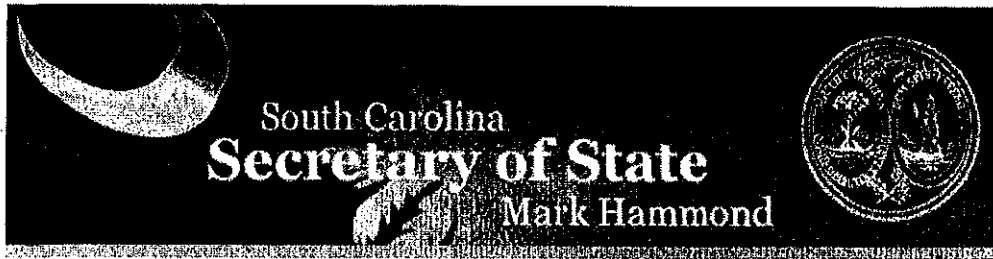
Charlene

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.

Honeycutt

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

It is requested that this information be placed on the March 9th agenda.



LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION

Note: This online database was last updated on 2/24/2015 3:05:47 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SC
/ ORGANIZATION:	Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	HDQTERS
ADDRESS:	405 N MAIN ST LANCASTER SC
CITY:	
STATE:	
ZIP:	
SECOND ADDRESS:	

FILE DATE:	02/20/1986
EFFECTIVE DATE:	02/20/1986
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	03/12/1986	CH FM LANCASTER ECONOMIC DEVELOPMEN	Film
Incorporation	02/20/1986	Chtr [21551E] ELEE	Film

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201
Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

John Weaver

From: Morgan, Rick [RMorgan@MCNAIR.NET]
Sent: Friday, October 17, 2014 2:43 PM
To: John Weaver
Cc: Ey, Mike
Subject: LCEDC Employment

John,

Thanks for asking Debbie to send me the Ordinance and the LCEDC bylaws. I have also seen the notice for the LCEDC's October 28 special called Board meeting.

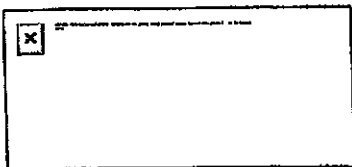
From an employment perspective, I have the following initial observations.

- While it appears that the LCEDC wants to move quickly now that the Ordinance has been passed, if employment decisions such as hiring are made too quickly without points below covered, individuals may not have all the necessary things in place from a wage and benefit standpoint. Legal Counsel for the LCEDC should be involved to advise the LCEDC Board on any changes/amendments to bylaws or other internal policies that might be needed for employment or other items.
- LCEDC is a separate entity and it should be responsible for its employees.
- LCEDC should hire/employ individuals according to LCEDC guidelines (I did not see any in the Bylaws Debbie sent to me, nor am I aware of any having been established).
- When or if an individual is hired by LCEDC whether by agreement (written or oral) or in an at-will relationship, that person should submit his/her resignation as a County employee at the time of LCEDC employment or if they do not, Lancaster should send notice of termination.
- While that sounds harsh, County does not need to have nor do I recommend a joint/co-employment exposure where liability can exist when the County no longer is in control of the employer/employee relationship.
- When resignation or other termination takes place, Lancaster County should provide any notice(s) to the employee that is/are required by any benefit or retirement plan.
- For state benefits, the LCEDC will need to make application to SCRS for a determination of benefit eligibility for its employees. That should be a LCEDC driven effort and expense.
- If LCEDC desires the County assistance in administration of payroll and benefits, the LCEDC and LC should enter into an administrative services agreement to provide the administrative assistance.
- If an administrative services agreement is reached, LCEDC must provide necessary documentation of eligibility, entities to which payments/deposits, etc., should be made/sent.

Please let me know if you have any questions.

Best regards,

Rick



Richard J. Morgan
Shareholder
rmorgan@mcnair.net

McNair Law Firm, P.A.
Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 753 3278 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Bio URL | Web site



February 18, 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:

On or after February 19th, NuvoTV (SD & HD) will be made available on channel 169, in addition to its current position on channel 900.

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

On or after March 15th, 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 25th, 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.

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.

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, appearing to read "Ben Breazeale".

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



February 18, 2015

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Mr. Steve Willis
County Administrator, County of Lancaster
101 N. Main Street
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: WHFL, WGGG, WNVN, WCTI (SD & HD), WCTI D2, WFXI (SD & HD), WYDO (SD & HD), W18BB-TV, Azteca America, NHL Network (SD & HD), NHL Center Ice (SD & HD), Youtoo, Outdoor Channel (SD & HD), RFD HD, RT (Russia Today), ReelzChannel (SD & HD).

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. Depending on your television market, the following changes are planned:

On or after March 17th, WXLV D3 Grit TV will be added to Digital Broadcast channel 1241.

On or after March 17th, WRDC D2 Grit TV will be added to Digital Broadcast channel 1265.

On or after March 17th, WTVZ D3 Grit TV will be added to Digital Broadcast channel 1266.

On or after March 25th, 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.

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 TV.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 336-217-3538.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck", with a long horizontal flourish extending to the right.

Michael E. Tanck
Director, Government Relations

MT/tw

SUBJECT: FAA QUESTION

I checked with Paul Moses and the Federal Aviation Administration governs repairs and inspections on aircraft. He advises Justin Miller is both a FAA certified mechanic and aircraft inspector for the types of aircraft at the Lancaster Airport. If more advanced aircraft come in I feel confident he could pass the necessary certifications.

SW

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, March 9 th	6:30 p.m.	Regular Council Meeting
Tuesday, March 10 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Friday, March 13 th	7:45 a.m.	Chamber of Commerce Legislative Breakfast USCL-Bradley Arts Building
Tuesday, March 17 th	8:00 a.m.	Public Safety Committee Council Conference Room
Monday, March 23 rd	6:30 p.m.	Regular Council Meeting
Tuesday, March 24 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, April 9 th	11:30 – 1:30 p.m.	County Government Month – Employee Lunch Historic Courthouse
Monday, April 13 th	6:30 p.m.	Regular Council Meeting
Tuesday, April 14 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, April 23 rd	4-6 p.m.	Lancaster County Birthday Celebration
Monday, April 27 th	6:30 p.m.	Regular Council Meeting

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