

Lancaster County Council Workshop and Regular Meeting Agenda

Monday, January 12, 2015

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

1. **Call to Order – Chairman Bob Bundy** 4:30 p.m.
2. **Workshop Topics**
 - a. Council Standing Committees – pgs. 5-7
 - b. Council procedures
3. **Recess – at close of workshop**
4. **Welcome and Recognition – Chairman Bob Bundy** 6:30 p.m.
5. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
6. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
7. **Special Presentations**
 - a. Thumbs Up to Noah Reynolds, Scott Craton and Michelle Railey
 - b. Employee of the Year – Trish Hinson presented by Chairman Bundy
8. **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]*
9. **Chairman Comments – Chairman Bob Bundy**
10. **Discussion/Action Item**
 - a. Leroy Springs Swimming Pool possible donation to the City and County of Lancaster – Steve Willis and Hal Hiott – pgs. 8-16

11. Consent Agenda

a. Minutes of the following Council Meetings

1. December 8, 2014 Regular Council Meeting – pgs. 17-27

12. Resolutions

- a. 0861-R2015 – Resolution rescinding the Traffic Calming Policy – *Steve Willis* pgs. 28-32**
- b. 0862-R2015 – Resolution amending a section of Resolution 792 relating to marked county vehicles – *Steve Willis* – pgs. 33-42**
- c. 0863-R2015 – Resolution regarding Brookchase General Obligation Bond – *John Weaver* – pgs. 43-50**

13. Non-Consent Agenda

Ordinance Readings

- a. 1st Reading of Ordinance 2015-1319 Repealing Dealer Tag Fees**
Ordinance Title: An Ordinance to amend Section 26-34 of the Lancaster County Code, relating to road improvement and maintenance fees so as to delete dealer tags; and to provide for other matters related thereto. *Steve Willis and Veronica Thompson – pgs. 51-55*
- b. 1st Reading of Ordinance 2015-1320 amendments to the code updating Building Official and Zoning Official duties, update modular building codes**
Ordinance Title: An Ordinance to amend Chapters 7, 19, and 20 of the Lancaster County Code, relating to update code references, delineate duties for the Building Official and Zoning Official, update modular building codes; and to provide for other matters related thereto. *Steve Willis – pgs. 56-65*
- c. 1st 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 a 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. *Steve Willis and John Weaver – pgs. 66-74*
- d. 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. *Steve Willis – pgs. 75-81*

e. **1st Reading of Ordinance 2015-1323 regarding 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 Project Mermaid 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. *Steve Willis and John Weaver – pgs.82-112*

f. **1st Reading of Ordinance 2015-1324 regarding the 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 Willis and John Weaver– pgs. 113-118*

g. **1st Reading of Ordinance 2015-1325 rezoning of property of Mary Alice Stroud Knight located at 1702 John Truesdale Road.**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Mary Alice Stroud Knight, located at 1702 John Truesdale Road from R-30, Low Density Residential/Agricultural District to R-30D, Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission approved 7-0. Andy Rowe – pgs. 119-130*

h. **1st Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names**

Ordinance Title: An Ordinance to amend Section 2-266 of the Lancaster County Code of Ordinances related to procurement process exemptions so as to add use of Brand Name or Equal purchase descriptions; and to provide for other matters related thereto. *Steve Willis – pgs. 131-134*

i. **1st Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney**

Ordinance Title: An Ordinance to amend Lancaster County Ordinance Number 851, adopted September 24, 2007 so as to define the selection, status and duties of the attorney responsible for the County's legal issues. *John Weaver – pgs. 135-138*

j. **1st Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences**

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance. *Andy Rowe – pgs. 139-144*

- k. **1st Reading of Ordinance 2015-1329 amendment regarding deletion of the “partially within” language from the text of the Highway Corridor Overlay District**
Ordinance Title: An Ordinance to amend Chapter 2 Zoning Districts and Zoning Map, Section 2.1.5 Overlay Districts, Subsection 7 (b) (1) (Highway Corridor Overlay District) of the Lancaster County Unified Development Ordinance. *Planning Commission approved 7-0. Penelope Karagounis – pgs. 145-150*

Discussion and Action Items

- l. Economic Development fund regarding the Keer Fee in Lieu of Tax Agreement – *Steve Willis and Councilman Jack Estridge – pgs. 151-152*
- m. Solid Waste Advisory Committee number of appointees – *Steve Willis - pgs.153-154*
- n. Appointment of James Barnett to the Planning Commission filling the unexpired term representing District 4. – *Debbie Hardin – pgs. 155-156*
- o. 2014 Fire Service Grant Submissions – *Morris Russell – pgs. 157-159*
- p. Lease rate for HOPE – *Steve Willis – pgs. 160-161*
- q. Offer to purchase property owned by Lancaster County located at 3888 Chester Highway (Old Temporary Courthouse/Wamsutta) *Steve Willis – pgs. 162-175*

14. Status of items tabled, recommitted or held

- a. None

15. Miscellaneous Reports and Correspondence – pgs. 176-184

- a. Time Warner Cable

16. Calendar of Events – pg.185

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

18. Executive Session

- a. **Personnel Matter – Chairman Bob Bundy** *Motions, if any, arising from executive session*

19. 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

Committees

- (a) **Appointment.** All committees, including any ad hoc committees which become necessary, shall be appointed by the Council Chairman and the chairman of the individual committees shall be appointed by the Council Chairman. The committee may, at its discretion, elect a vice-chairman and such other officers as it may choose.
- (b) **Committee of the Whole.** At the discretion of the Council Chairman or upon the majority vote of council, any committee may sit as a Committee of the Whole made up of all members of council.
- (c) **Standing Committees.** Standing committees may be established at the discretion of County Council.

Examples of such committees include, without limitation:

Administration.

Infrastructure and Regulation.

Public Safety.

All standing committees established prior to the effective date of this ordinance are abolished.

- (d) **Assignment of county government functions to a committee-committee structure/committee assignments.** The Council Chairman shall provide a list of the various county divisions, departments, boards and commissions and other activities that are assigned to any standing committee established. These assignments may be changed, as necessary, by the Council Chairman, with the advice of the County Administrator. Any change in the committee assignment of various government functions shall not become effective until it is announced at a regularly scheduled meeting of the County Council and the Administrator has been notified in writing by the Council Chairman.
- (e) **Member assignments.** After consulting with council members regarding their preferences for committee assignments, the Council Chairman shall appoint council members to any standing committee established. Committee assignments shall be made for a period of one (1) year beginning with the first regularly scheduled council meeting in each January. The Council Chairman may, from time to time, make changes to committee assignments for any of the following reasons: to fill a vacancy; to accommodate a new council member; to respond to a formal request from a council member to change committees; to solve a schedule conflict; or to make changes in the committee chairmanships.
- (f) **Chairpersons.** The Council Chairman, in exercising the duties under subsection (a)

above, may make changes to committee chair assignments as is seen fit, but must make the initial and any subsequent changes to committee chair assignments at a public meeting of the county council. The Council Chairman will make committee chair assignments for one (1) year terms.

- (g) **Council attendance.** All council members may attend any committee meeting, but a member may cast a vote on a matter only if he or she is a voting member of that committee. If a member of council is in attendance at a committee meeting where he or she is not a voting member, that member may participate in the meeting. Committee members not in attendance at committee meetings may not cast a vote by proxy.
- (h) **Quorum.** A minimum of two (2) members of a committee will constitute a quorum. If a quorum is not met at any scheduled committee meeting, the matters scheduled to be discussed will be forwarded to the full council and clearly marked "forwarded without recommendation." If a particular item does not receive a majority vote, it will be forwarded to the full council and clearly marked "forwarded without recommendation."

The committee chairman shall be the presiding officer over committee meetings. The committee, by majority vote, may designate one (1) of its members to serve as vice-chairman of the committee. In the absence of the committee chairman, the committee vice-chairman shall fulfill the duties of the committee chairman. Committees shall follow all the parliamentary and procedural rules of the county council, except that, any motion made in committee shall not require a second in order to be considered and voted on by the committee.

- (i) **Meeting schedule.** Committees shall meet as necessary to conduct the work of the committee. The chairman of each committee shall schedule committee meetings at a time decided by majority vote of the committee members. The chairman of each committee shall schedule special meetings of the committee as necessary. Committee schedules will be approved by the Council Chairman in order to ensure that meeting schedules do not conflict. A scheduled committee meeting may be canceled by the chairman of the committee with at least twenty-four (24) hours' notice to the committee members.
- (j) **Subcommittees.** Subcommittees may be created as the need arises by the committee chairman, but only as it appears necessary for a particular issue to be addressed in depth. All subcommittees will meet on a regularly scheduled committee day and may be dissolved by the committee chairman at his or her discretion.
- (k) **Agenda process.**
 - (1) The suggested format for committee agendas will be as set forth by the Council Chairman.

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- (2) . Proposed committee agendas will be prepared by the Administrator or a designee and submitted to the chairman of each committee at least five (5) working days prior to the scheduled committee meeting. Committee members may also submit items directly to be put on the committee agenda and shall submit these items to the Clerk to Council at least five (5) working days prior to the scheduled committee meeting. Committee agendas will be approved by the appropriate committee chairman and the Council Chairman.
- (3) Once the committee agenda packet is in final form, it will be distributed to each committee member at least three (3) working days (not including the meeting date) prior to the meeting. A copy of the agenda only (not including any backup materials) will be distributed at the same time to each council member not on the committee.
- (l) Public input may be allowed at the beginning of each committee meeting. If provided for, no speaker will be allowed more than five (5) minutes, with the total number of speakers to be determined by the committee chairman with a view towards avoiding redundancy. If the committee chairman feels that the person providing input during this section of the agenda is addressing something which is irrelevant to the committee's business, he may interrupt or stop the speaker as seen fit and appropriate.
- (m) **Administrative and staff reports.** The County Administrator and the appropriate staff will report to the committee on any matter in which the committee may have an interest or of which the committee may need to be made aware.
- (n) **Form for action items.** All business to be considered by the committee for action must be provided by either a resolution or an ordinance and placed in the agenda packet with a briefing narrative. All discussion items must be accompanied by a briefing narrative. Resolutions shall be in a form approved by the County Administrator.
- (o) **Minutes.** Minutes of a committee meeting will be taken by either a qualified person assigned to the regular staff of a division or by the Clerk to Council, as the chairman of the committee chooses.

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Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Motion to Reconsider vote on swimming pool issue from December 8, 2014 County Council meeting.

Points to Consider:

Parks and Recreation Director Hal Hiott has additional information regarding potential new costs associated with use of school facilities for recreational purposes if we cannot provide them use of the swimming pool.

Hal recently met with Councilman Estridge and Kershaw Town Administrator Tony Starnes to discuss their pool operations. This would be an additional cost related to the provision of swimming pool services in Lancaster County.

A Motion To Reconsider had been discussed. However, since we are starting a new Council year, Attorney Weaver has opined that the matter may be revisited as part of the regular agenda without the need for said motion.

Funding and Liability Factors:

Hal is still developing information at the time this report was written. It will be discussed by him at the meeting and included in the package.

Options:

Council may decide to accept the donation under the terms discussed (joint ownership) or reject. If accepted, an amendment to the County Code (as well as the City of Lancaster Code) will be needed to provide for joint ownership.

Recommendations:

It appears the additional costs associated with payments to the School District in lieu of use of the pool for the swim team would exceed the cost of one half operations at both pools. While capital costs will certainly vary from year to year, this should generally hold true. Presuming Council determines this is a recreational service the County should offer, acceptance of the proposal would be financially prudent.

Attachments: Material to be presented by Parks and Recreation

Sign off by: (initial)

County Administrator



Finance Director

County Attorney



Other staff

Received by Clerk to Council on

1-5-15



December 29, 2014

Information provided for Council

Currently LCPR has a trade off agreement where LCPR uses the School District's football stadiums for LCPR tackle football games and District events hosted by Lancaster County. In return the School District uses the pool and a couple of our ball fields for their swim team practices, swim meets, and JV softball programs. If the pool ceases to operate, LCPR would have to start paying for use of the Stadiums. The fee discussed was \$250 per hour. At the 2014 usage rate that would cost around \$39,000 to \$40,000. Figures provided.

Also, at the request of Councilman Carnes and Councilman Estridge, LCPR is providing figures for the operation of the Kershaw pool. On Thursday, December 18th, LCPR met with Councilman Jack Estridge, Mayor Wayne Rhodes, Kershaw administrator Tony Starnes and Lancaster County Administrator Steve Willis to discuss Town of Kershaw's pool operation. Figures are provided for Kershaw pool operation.

LCPR is also providing figures on the Lancaster pool operation.

Capital cost figures that could be associated with the Lancaster Pool property over the next 10 years are provided. LCPR would like to reiterate that the tennis courts are usable at this time. The pool should be the main priority and in the event repairs are needed to the courts a decision could be made to demolish all the courts, upgrade all courts, or upgrade only a portion of the courts.

LCPR hopes that council will reconsider the acceptance of the Leroy Springs property.

Lancaster School District Football Stadium Use

				TOTAL
90 Games	X	1.75 hours	X	\$250 per hour
				\$39,375

**Figures based on 2014 Youth Football/Soccer Programs. If we lose current agreement with School District on trade-off of pool use, then LCPR will expect this cost during next year's Youth Football/Soccer programs.

2014 Summer- Leroy Springs Swimming Pool Financial Report

MONTHLY FINANCIAL REPORTS		UTILITIES EXPENSES			WAGES
		Phone	Power	Water	
Jan-14	\$325.00		(\$124.72)	(\$115.25)	(\$20,514.28)
Feb-14			(\$127.30)	(\$119.25)	
Mar-14			(\$127.30)	(\$117.25)	
Apr-14	\$1,175.00	(\$57.93)	(\$127.30)	(\$117.25)	
May-14	\$557.80	(\$57.93)	(\$869.93)	(\$64.09)	
Jun-14	\$6,206.02	(\$57.93)	(\$1,025.89)	(\$1,171.44)	
Jul-14	\$2,813.38	(\$57.93)	(\$1,047.13)	(\$341.28)	
Aug-14	\$6,865.65	(\$57.93)	(\$991.23)	(\$344.95)	
Sep-14	\$142.00	(\$57.93)		(\$259.40)	
Oct-14				(\$280.95)	
Nov-14					
Dec-14					
Total: \$18,084.85		Total: (\$347.58) (\$4,440.80) (\$2,931.11)			Total: (\$20,514.28)

GRAND TOTALS

Monthly Financial Reports	\$18,054.85	
Utility Expenses	(\$7,719.49)	
Wages	(\$20,514.28)	
	(\$10,178.92)	
	(\$5,000.00)	This amount is what Leroy Springs used to give us each year to operate. This amount will no longer be given to LCPR to help offset operating costs.
	(\$15,178.92)	Total Loss in Operating Costs

2014 Summer- Kershaw Swimming Pool Financial Report

(Figures were provided by Town Administrator Tony Starnes)

<u>INCOME</u>		<u>EXPENSES</u>		<u>WAGES</u>
	\$7,328.00	Insurance	(\$1,011.00)	(\$15,834.00)
		Sales Tax	(\$252.00)	
		Utilities	(\$6,695.00)	
		Supplies	(\$478.00)	
		Chemicals	(\$1,166.00)	
		Routine Maintenance	(\$1,780.00)	
Total: \$7,328.00		Total: (\$11,382.00)		Total: (\$15,834.00)

GRAND TOTALS

Income	\$7,328.00
Expenses	(\$11,382.00)
Wages	(\$15,834.00)
	<hr/>
	(\$19,888.00)

(\$8,773) Non-reoccurring capital expenses (Major maintenance items such as roof, pump, and fencing)

Possible capital cost over next 10 years for pool property in Lancaster

Cost estimates are based on current pricing

Pool	Re-marbleization of pool surface	\$75,000
	Cement decking	\$50,000
	Pump motor	\$ 4,000
	Chlorinator feeder	\$ 4,000
	Key pad	\$1,800
Total		<hr/> \$134,800

Tennis Courts: There are currently 6 courts. At today's rate you can figure roughly \$50,000 for every 2 courts. For all 6 courts \$150,000. To re-fence the entire area without new posts would be \$10,500. To re-fence with new posts would be \$18,500. To fix breaker box \$2,500.

Maximum total for courts would be \$171,000 if all work had to be done.

Councils could make decision to fix entire court, only a couple courts, or complete removal of courts which would save a tremendous amount of money. There are different options available here.

Proposed Financial Obligations

KERSHAW

What each municipality
would be responsible
for:

Operating Deficits	(\$19,888)	50%	\$9,944
Capital Costs	(\$8,773)	50%	\$4,386.50

LANCASTER

Operating Deficits	(\$15,178.92)	50%	\$7,589.46
Capital Costs	(\$6,500)	50%	\$3,250

***Figures based on 2014 financial reports.



January 5, 2015

Charlene McGriff
Lancaster County Council
cmcgriff@comporium.net

Hi Ms. McGriff,

Sorry for taking so long to respond to your questions regarding the County's funding of the Wylie Street pool. As you know, the pool is used by Lancaster High's swim team approximately 45 days each year as well as by North Elementary and McDonald Green Elementary twice a week with their summer programs. We basically have had an informal agreement that the schools could use the pool at no cost in exchange for the Lancaster County Recreation Department using our football fields, softball fields, and soccer fields at no cost.

We have estimated the district's cost for the use of the football fields alone to be \$19,800 annually. This is based on our current rates for property rentals. Other facilities that are owned by the District and maintained by LCRD include softball fields and soccer fields. Gymnasiums and other facilities/fields are also used throughout the District by LCRD for practice free of charge. Our area athletic directors willingly work with LCRD on other needs for facilities as they arise.

We hope that the County will continue to maintain the pool for our children and community and we will continue our current partnership with LCRD. Please feel free to contact us if you have any questions.

Sincerely,

Tony Walker, CFO

Cc: Dr. Gene Moore
Bobby Parker
David Small



Minutes of the Lancaster County Council
Regular Meeting
101 N. Main Street, Lancaster, SC 29720

Members of the Lancaster County Council

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

Monday, December 8, 2014

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Steve Harper, Larry Honeycutt, 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, Kenhew 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.

CALL TO ORDER

Chairman Larry McCullough called the meeting to order at 6:00 p.m.

EXECUTIVE SESSION

MOTION was made by Brian Carnes to go into Executive Session to hear an Economic Development and contractual matter. SECONDED by Charlene McGriff. Passed 7-0.

MOTION was made by Larry Honeycutt to go out of Executive Session. SECONDED by Charlene McGriff. Passed 7-0.

Charlene McGriff made a MOTION to give the County Attorney authority to proceed with the contractual matter. SECONDED by Brian Carnes. Passed 7-0.

WELCOME AND RECOGNITION/PLEDGE OF ALLEGIANCE AND INVOCATION

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

APPROVAL OF AGENDA

Brian Carnes asked that the agenda be amended to include a discussion item regarding the Library Board and the memo that Steve Willis sent to Council as Item 11-1.

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

SPECIAL PRESENTATIONS

Employee of the Quarter to Devin Allman, MIS Department

Thumbs Up to Greg Brasington of EMS

Recognition of our Council Officers for 2013-2014

Plaques in recognition of the service provided by the Council Officers were given to Larry McCullough as Chairman, Bob Bundy as Vice-Chairman and Jack Estridge for his service as Secretary.

Presentation of the Annual County Audit

Veronica Thompson, Finance Director, introduced David Erwin of Mauldin and Jenkins, Certified Public Accountants. This firm was contracted to perform the annual audit.

Mr. Erwin reviewed the Annual Audit Agenda Presentation of Financial & Compliance Audit Results through June 30, 2014 and parts of the Comprehensive Annual Financial Report.

Mr. Erwin noted that the firm gave the audit a clean unmodified opinion. Mr. Erwin also noted that the firm was very impressed with the staff of the Finance Department.

The only items that were cited in the County's Financial Statements as material weaknesses were that the Airport Fund, Recreation Fund and the Library Funds were improperly classified as special revenue funds. The matter has been addressed and the Airport Fund was reclassified as an Enterprise Fund and the Library and Recreation funds were reclassified as departments of the General Fund.

CITIZENS COMMENTS

Peter Gertler, 6277-600 Carolina Commons, Indian Land, spoke regarding Resolution 0860-R2014

Ben White, 1525 University Drive, Lancaster, spoke regarding the Preserve at Tree Tops.

J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

Ande Truman, 6200 Old Pineville Road, Charlotte, NC, spoke regarding the Preserve at Tree Tops.

Jon Hardy, 3434 Millstone Creek Road, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

James C. Jones, 8128 Van Wyck Road, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

Genie Graham, 8603 Van Wyck Road, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

Eloise Williams, 4701 Old Hickory Road, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

Jim Williams, 5110 Old Hickory Road, Lancaster, SC, spoke regarding the Preserve at Tree Tops.

Jane Massey, 428 West Rebound Road, Van Wyck, SC, spoke regarding the Preserve at Tree Tops.

Rosa Schuster, 428 Obenosky Road, Van Wyck, SC, spoke regarding the Preserve at Tree Tops.

Kristy Davis, 1720 Paddock Circle, Charlotte, NC, spoke regarding the Preserve at Tree Tops.

CHAIRMAN COMMENTS

Chairman Larry McCullough had no comments.

CONSENT AGENDA

a. Minutes of the following Council Meetings

November 19, 2014 Special Meeting

November 24, 2014 Regular Meeting

Larry Honeycutt made a MOTION to approve Consent Agenda Item a. SECONDED by Brian Carnes. Passed 7-0.

Resolutions

0856-R2014 – A resolution regarding the Fee Agreement and Special Source Revenue Credit for Project Mermaid

Keith Tunnell, Economic Development President, explained these key points regarding the Fee Agreement and Special Source Revenue Credit for Project Mermaid:

- Expansion of an existing Industry near the City of Lancaster with more than \$5 million in current investment and 40+ jobs.
- New investment of \$3 million.
- 18 new jobs to be created.
- Company is requesting
 - Fee-In-Lieu of Property Tax Agreement for 20 years.
 - 6% Assessment Rate with locked millage of 282.4.
 - 50% reduction using SSRC on the new investment for 5 years.
- Company must create 125 jobs within 5 years.
- Company must meet the new investment within 5 years.
- Existing investment would not be part of this incentive.

Steve Harper made a MOTION to approve Resolution 0856-R2014. SECONDED by Jack Estridge. Passed 7-0.

0857-R2014 - An inducement resolution regarding Project Wahoo

Mr. Tunnell explained these key points for the inducement resolution:

- New Company that will locate in Indian Land.
- Financial services company.

- New investment of \$21.2 million in Phase I. Phase II could increase investment to more than \$45 million.
- 240 jobs relocating from Charlotte
- More than 430 new jobs.
- Company is requesting
 - Fee-In-Lieu of Property Tax Agreement for 30 years.
 - 6% Assessment Rate with locked millage of 282.4.
 - 50% SSRC for year 1-5 and 25% for years 6-10.
- Revenues after incentives would be approximately \$9 million/\$300,000 annually for Phase I.

Larry Honeycutt made a MOTION to approve Resolution 0857-R2014. SECONDED by Brian Carnes. Passed 7-0.

0858-R2014 -- An inducement resolution regarding Nutramax Laboratories

Mr. Tunnell gave the following key points for this inducement resolution:

- Expansion of an existing Industry with \$29 million additional of current investment and over 200 existing jobs.
- Initial incentive agreement was minimum of \$8.5 million investment and 200 jobs.
- New investment would be more than \$21 million.
- 125 new jobs to be created.
- Company is requesting
 - Extension of the current FILOT Agreement from 30 to 40 years.
 - Place the new investment in the existing FILOT at the current millage rate of 256.2.
 - 50% reduction using SSRC on the new investment for 10 Years on all new investment through 2024.
- Company must create 125 jobs within 5 years.
- Company must meet the new investment within 5 years.
- 5% of the 7% ED Fund could be utilized for approved workforce training program.
- Revenues after incentives would be approximately \$4 million over 35 years/\$114,000 annually.
- Company would continue to pay taxes on existing investment of \$29 million.

Larry Honeycutt made a MOTION to approve Resolution 0858-R2014. SECONDED by Charlene McGriff. Passed 7-0.

0859-R2014 – A resolution to encourage resolution of an appeal regarding Haile Gold Mine.

This Resolution is a call upon the Board of the South Carolina Department of Health and Environmental Control to expeditiously resolve the appeal so that Romarco can begin mining operations at the Haile Gold Mine.

Brian Carnes made a MOTION to approve Resolution 0859-2014. SECONDED by Charlene McGriff. Passed 7-0.

0860-R2014 – A resolution to express concern regarding Sun City Carolina Lakes roads.

John Weaver, County Attorney, explained that the County has determined that there are roads in the Sun City Carolina Lakes Development owned by Pulte that our Public Works Director, Jeff Catoe, has concerns about. The County has offered to pay for testing to see if the roads in question, in fact, do meet County standards for roads. The Pulte Home Corporation has denied access for Lancaster County's testing and has refused to prove the requested certification. This Resolution states that the County will not accept any further roads within the boundaries of Sun City Carolina Lakes into the county road system unless Lancaster County staff and its engineers are provided access and unlimited road testing authority from Pulte on all remaining roads within Sun City Carolina Lakes that have yet to be accepted into the county road system.

Brian Carnes made a MOTION to approve Resolution 0860-R2014. SECONDED by Jack Estridge. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2014-1317 regarding an amendment to the Future Land Use Map

Ordinance Title: An Ordinance to amend the Lancaster County Comprehensive Plan entitled "The New Millennium: A Comprehensive Plan for Lancaster County and its Municipalities by amending the Future Land Use Map (Land Use Element); and to provide for matters related thereto.

There were 52 people present for the Public Hearing for Ordinance 2014-1317.
The following citizens spoke:

J.R. Wilt, 903 Rock Hill Highway, Lancaster
John Hardy, 3434 Millstone Creek Road, Lancaster, SC
Betty Broome, 4788 Old Hickory Road, Lancaster, SC
Jane Massey, 428 Rebound Road, Van Wyck, SC
Ben White, 1525 University Drive, Lancaster, SC

Charlene McGriff made a MOTION to approve 3rd Reading of Ordinance 2014-1317. SECONDED by Steve Harper. Passed 4-3. Larry McCuneugh, Bob Bundy and Jack Estridge opposed.

Public Hearing and 3rd Reading of Ordinance 2014-1315 regarding a Development Agreement for the Preserve at Tree Tops (Lennar Homes, LLC)

Ordinance Title: An Ordinance to approve a Development Agreement between Lennar Carolinas, LLC, and the County of Lancaster relating to the Preserve at Tree Tops Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto.

Penelope Karagounis, Planning Director, explained that there only a few changes. The acreage was changed from 622 acres to 613.6 acres for the Tree Tops property. Also, exhibit F, showing 2.2 acres that is to be donated to the County. Exhibit F is attached to the Development Agreement.

There were 52 people present for the Public Hearing for Ordinance 2014-1315.
The following citizens spoke:

J.R. Wilt, 903 Rock Hill Highway, Lancaster
Ande Truman, 6200 Old Pineville Road, Charlotte, NC
Jane Massey, 428 Rebound Road, Van Wyck, SC
Melvin Threatt, 55714 Thrashers Court, Indian Land, SC
Kristy Davis, 1720 Paddock Circle, Charlotte, NC
Rosa Sansbury, 821 Obenosky Road, Van Wyck, SC
John Hardy, 3434 Millstone Creek Road, Lancaster, SC
Terry Graham, 8683 Van Wyck Road, Lancaster, SC

Charlene McGriff made a MOTION to approve 3rd Reading of Ordinance 2014-1315. SECONDED by Steve Harper. Passed 5-2. Bob Bundy and Jack Estridge opposed.

3rd Reading of Ordinance 2014-1316 regarding a rezoning for the Preserve at Tree Tops (Lennar Homes, LLC)

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property located at 9070 Van Wyck Road by Application of David L. Nelson, Lennar Carolinas, LLC, from PDD-6 Planned Development District 6 (Tree Tops) to R-30P, Low Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto.

Charlene McGriff made a MOTION to approve 3rd Reading of Ordinance 2014-1316. SECONDED by Steve Harper. Passed 5-2. Bob Bundy and Jack Estridge opposed.

Public Hearing and 3rd Reading of Ordinance 2014-1318 the 2014 Comprehensive Plan

Ordinance Title: An Ordinance to adopt and updated Comprehensive Plan titled *Comprehensive Plan 2014-2024*; and to provide for matters related thereto.

There were 52 people present for the Public Hearing for Ordinance 2014-1318. No one spoke at the Public Hearing.

Larry Honeycutt made a MOTION to approve 3rd Reading of Ordinance 2014-1318. SECONDED by Brian Carnes. Passed 7-0.

3rd Reading of Ordinance 2014-1299 regarding the closure of county road system

Ordinance Title: An ordinance to amend section 26-27 of the Lancaster County Code relating to the acceptance of roads into the county road system; and to provide for other matters related thereto.

Bob Bundy made a MOTION to approve 3rd Reading of Ordinance 2014-1299. SECONDED by Charlene McGriff.

MOTION was amended by Brian Carnes to include the language in the ordinance as read by the County Administrator {page 217 of the agenda}. SECONDED by Charlene McGriff. Passed 7-0.

Larry Honeycutt made a MOTION to approve the original motion to approve 3rd Reading of Ordinance 2014-1299 as amended. SECONDED by Steve Harper. Passed 7-0.

3rd Reading of Ordinance 2014-1311 to rezone property of Tim and Melissa Poole

Ordinance Title: An ordinance to amend the Official Zoning Map of Lancaster County so as to rezone a portion of property by application of Tim Poole and Melissa Poole, located at 460 Rock Hill Highway from R-30P, Low Density Residential/Agricultural Panhandle District to B-3 General Commercial District; and to provide for other matters related thereto.

Larry Honeycutt made a MOTION to approve 3rd Reading of Ordinance 2014-1311. SECONDED by Steve Harper. Passed 6-1. Larry McCullough opposed.

Discussion and Action Items

Lease of building located on Charlotte Highway (formerly known as the Agribusiness Building)

Steve Willis explained that Lancaster County Economic Development has been working with a prospect who would like to lease the former Agribusiness building. The potential tenant would like to have a Space Use Agreement so that they can have immediate occupancy to start business. This Space Use Agreement would extend for 90 days or until the lease document is finalized. Keith Tunnell, President for Economic Development, discussed the possible terms that could be considered for this lease agreement.

Steve Harper made a motion to authorize the County Attorney to work on a 5 year lease under the terms as discussed by the attorney. SECONDED by Jack Estridge. Passed 7-0. (Terms are: \$2.00 per square foot for the first 3 years; the 4th and 5th year rent to increase to \$3.00 per square foot; triple net lease; with option to purchase at appraised value at the time of purchase.)

Brian Carnes made a MOTION to grant a 90 day Space Use Agreement for the facility. SECONDED by Larry Honeycutt. Passed 7-0.

Potential purchase of the building located 1033 W. Meeting Street for Economic Development and Veteran Affairs Offices.

Steve Willis discussed that Council had previously approved a budget of \$550,000 for acquisition of the building and \$100,000 for building upfits. Mr. Willis explained that there is still \$470,000 remaining in the bond. The preliminary cost analysis shows that we will need to pay more than first anticipated for the upfit costs with an additional \$100,000. The adjusted amount needed from fund balance will be \$280,000.

Larry Honeycutt made a MOTION to approve the purchase of the building located at 1033 West Meeting Street and transfer funds not to exceed \$280,000 from the General Fund to the Bond Fund. SECONDED by Jack Estridge. Passed 6-1. Bob Bundy opposed.

Potential donation to the County and City of Lancaster of the Leroy Springs swimming pool and adjacent tennis courts.

Steve Willis explained that Leroy Springs wants to donate the swimming pool and adjacent tennis courts. This would be a joint venture with the City of Lancaster. Mr. Willis stated that the pool would not bring a profit and would actually cost the County money in repairs and maintenance but the City would pay for half of the costs.

Charlene McGriff made a MOTION to approve a joint ownership of the Leroy Spring Town Pool and cost both annual operating and capital split between the City and the County. SECONDED by Larry Honeycutt. Motion failed 3-4. Larry Honeycutt, Charlene McGriff and Steve Harper voted for the motion and Larry McCullough, Jack Estridge, Brian Carnes and Bob Bundy voted against the motion.

At this time Chairman Larry McCullough handed the gavel over to Vice-Chairman Bob Bundy for the remainder of the meeting.

Revised 2015 Lancaster County Meeting and Holiday Schedule.

Debbie Hardin, Clerk to Council, explained that the calendar is amended to include the Lancaster County Development Review Committee meetings. It also reflects the changes that the Historic Commission made from quarterly meetings to monthly meetings.

Brian Carnes made a MOTION to adopt the revised Schedule. SECONDED by Larry McCullough. Passed 7-0.

January Council Workshop.

Debbie Hardin, Clerk to Council, informed the Council members that this meeting is scheduled for January 27th at 5:00pm. She requested that they let her know if they would be able to attend. No votes were needed.

Adjournment

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

Respectfully Submitted:

Approved by Council, January 12, 2015

Virginia C. Burgess
Deputy Clerk to Council

Jack Estridge, Secretary

Draft - Council not approved

Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Rescinding Resolution 751 related to Traffic Calming.

Points to Consider:

Resolution 751 gave authority over traffic calming issues to a staff committee, chaired by the Public Works Director.

Subsequently the International Fire Code granted this authority to the Fire Marshal. A copy of section 503.4.1 is attached as information.

Funding and Liability Factors:

N/A

Options:

State law mandates the use of the International Fire Code. This would supersede a Resolution of County Council.

Recommendations:

Adoption of Resolution 0861-R2015 which rescinds Resolution 751.

Attachments: IFC Section, Resolution

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on 12-22-14 DN

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an *approved* area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the *fire code official*. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, *approved* barriers, *approved* signs or both shall be installed and maintained when required by the *fire code official*.

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the *fire code official* based on the fire department's apparatus.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the *fire code official* based on the fire department's apparatus.

503.3 Marking. Where required by the *fire code official*, *approved* signs or other *approved* notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which *fire lanes* are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

503.4.1. Traffic calming devices. Traffic calming devices shall be prohibited unless *approved* by the *fire code official*.

503.5 Required gates or barricades. The *fire code official* is authorized to require the installation and maintenance of gates or other *approved* barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

503.5.1 Secured gates and barricades. When required, gates and barricades shall be secured in an *approved* manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the *owner* and the *fire code official*.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

SECTION 504 ACCESS TO BUILDING OPENINGS AND ROOFS

504.1 Required access. Exterior doors and openings required by this code or the *International Building Code* shall be maintained readily accessible for emergency access by the fire department. An *approved* access walkway leading from fire apparatus access roads to exterior openings shall be provided when required by the *fire code official*.

504.2 Maintenance of exterior doors and openings. Exterior doors and their function shall not be eliminated without prior approval. Exterior doors that have been rendered non-functional and that retain a functional door exterior appearance shall have a sign affixed to the exterior side of the door with the words THIS DOOR BLOCKED. The sign shall consist of letters having a principal stroke of not less than $\frac{3}{4}$ inch (19.1 mm) wide and at least 6 inches (152 mm) high on a contrasting background. Required fire department access doors shall not be obstructed or eliminated. *Exit* and *exit access* doors shall comply with Chapter 10. Access doors for *high-piled combustible storage* shall comply with Section 3206.6.1.

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3-percent slope), shall be provided with a *stairway* to the roof. *Stairway* access to the roof shall be in accordance with Section 1009.13. Such *stairway* shall be marked at street and floor levels with a sign indicating that the *stairway* continues to the roof. Where roofs are used for roof gardens or for other purposes, *stairways* shall be provided as required for such occupancy classification.

SECTION 505 PREMISES IDENTIFICATION

505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the *public* way, a monument, pole or other sign or means shall be

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

RESOLUTION NO. 0861-R2015

A RESOLUTION

RESCINDING RESOLUTION 751 RELATED TO TRAFFIC CALMING; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. International Fire Code.

Section 503.4.1 of the 2012 International Fire Code reads:

Traffic Calming Devices. Traffic calming devices shall be prohibited unless approved by the Fire Code Official.

Section 2. Resolution 751.

In May 2011 County Council adopted Resolution 751 which granted authority on traffic calming devices to a staff committee chaired by the Public Works Director.

Section 3. Fire Code Supersedes Council Resolution

The South Carolina State Code mandates the adoption of the International Fire Code. Whereas state law controls when conflicts arise with local regulations, Resolution 751 is hereby rescinded.

Section 4. Effective date.

This Resolution is effective upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so resolved, this 12th day of January, 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 Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Amending Resolution 792 related to Motor Vehicles.

Points to Consider:

The County Council Motor Vehicle Committee recommends amending a single section of Resolution 792 related to the marking of county vehicles. We have a single vehicle in the Auditors Office and a single vehicle in the Assessor's Office, both related to tax enforcement, that are unmarked. This will bring the policy into conformity with long-standing practice.

Funding and Liability Factors:

N/A

Options:

Amend the policy to reflect long-standing practice.

Require the 2 vehicles to be marked with county seals.

Recommendations:

Adoption of Resolution 0862-R2015 which amends the policy to conform to long-standing practice.

Attachments: Resolution

Sign off by: (initial)

County Administrator AW

Finance Director _____

County Attorney TW

Other staff _____

Received by Clerk to Council on 12-22-14 DN

RESOLUTION # 0862-R2015

**AS ADOPTED BY RESOLUTION 562 AND
AMENDED BY RESOLUTIONS 705 AND 792**

WHEREAS, Lancaster County Council desires to amend the Motor Vehicle Use policy to allow for the Risk Manager to reflect unmarked vehicle use for tax enforcement purposes;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that the Vehicle Use and Operation Policy is amended as attached hereto and included herein by reference.

AND IT IS SO RESOLVED this 12th day of January, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Approved as to form:

John Weaver, County Attorney

ATTEST:

Debbie Hardin, Clerk to County Council

Motor Vehicle Use and Operations

Lancaster County establishes this policy to regulate the use of County-owned vehicles to insure effective business operations. Lancaster County vehicles and drivers are easily identified as such and thus represent Lancaster County to both citizens and the motoring public.

Use Of County Vehicles

The use of County vehicles is restricted to official County business. No employee of the County shall request, use, or permit the use of County-owned vehicles, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment, other than for off-duty law enforcement functions performed pursuant to South Carolina state law.

Employees have no expectation of privacy in a county vehicle. Vehicles are subject to inspection or search at any time and at any location. Electronic monitoring of the vehicle may occur with or without notification of the operator.

Only County employees and persons involved in County business may ride in a County vehicle. The term "involved in County business" includes activities such as, but not limited to, transporting vendors to a site where County business is underway; car-pooling with an employee of another municipal, county, state, or federal governmental agency to attend a conference or event which the County employee is attending; and transporting individuals for a public safety function such as aiding a stranded motorist or crime victim and transporting prisoners.

Family members may ride in a County vehicle if the employee is attending an out-of-town event where family members also routinely attend, such as Association of Counties conferences. Family members may not be routinely transported in a County vehicle for matters of personal convenience, such as taking a child to school, but they may be transported in unusual circumstances such as picking up a sick child from school.

If an employee is uncertain if a non-County employee should be riding in a County vehicle, they are to consult with their department head, or supervisor if the department head is unavailable, who shall determine if transporting the individual qualifies under this section. ***Employees are advised that Association of Counties Property and Liability Trust insurance does not provide any medical payment coverage for passengers riding in a County vehicle that are not employees of the County of Lancaster.***

Employees are further advised that in addition to violating established county policy, strictly personal use of county vehicles triggers insurance restrictions as imposed by the Association of Counties Property and Liability Trust and that the employee assumes personal financial and legal liability for damages and/or

injuries exceeding the minimum statutory coverage. Employees are further advised that strictly personal use of a county vehicle has tax liability implications for the employee.

Commuting Use Of Vehicles

No county vehicle will be utilized for commuting purposes unless specifically authorized by their department head subject to the consent of the County Administrator. Commuting use will generally be restricted to those employees that are subject to recall on a regular basis after normal working hours, employees in a public safety field that are subject to recall for responding to emergencies, or are key personnel that have need for such use of a county vehicle.

Lancaster County will comply with all applicable IRS regulations governing the commuting use of vehicles by employees.

Employees permitted to commute in a county vehicle shall secure the vehicle in a safe location when it is not in use on county business.

Driver Licensing And Training Requirements

All employees will acquire and maintain the appropriate license for the type of vehicle they operate. Under no circumstances will any county employee, including volunteers, operate a county vehicle without the appropriate drivers' license. Any suspension or loss of driving privileges or specialized license endorsement must be immediately reported to the employee's department head. Such notification shall be in writing and will communicate all pertinent details of the circumstances surrounding the suspension or loss.

Operators of emergency vehicles will be required to complete specialized training prior to the operation of an emergency vehicle. The exact nature of the training will vary depending upon the type of vehicle and will consist of such training as directed by the Sheriff of Lancaster County, the Emergency Medical Services Director, or the Fire Service/ Emergency Management Director.

Driver Record Checks

For positions requiring possession of a valid driver's license, either regular or commercial, a driving history records check will be conducted as part of a conditional offer of employment. An unsatisfactory driving record, as determined by the County, may result in withdrawal of a conditional offer of employment at the County's discretion.

The Human Resources Department shall conduct annual driving history records checks on all employees in a position requiring a valid driver's license. This driving history will document all driving record information for the previous three (3) years. Conviction for the following offenses during the three-year period will cause the appropriate department head to review the driving history of the employee and make a

written recommendation to the County Administrator to continue or deny the employee the privilege of operating a County motor vehicle.

- A. Driving under the influence of alcohol and/or drugs
- B. Failing to submit to a blood and/or breath test when charged with driving under the influence of alcohol and/or drugs
- C. Driving under suspension (other than for failure to pay a traffic ticket or failure to pay taxes)
- D. Passing a stopped school bus
- E. Leaving the scene of an accident
- F. A second conviction of reckless driving in a three-year period

The accumulation of nine (9) points under the South Carolina Department of Motor Vehicle's license point system will cause the appropriate department head to review the driving history of the employee and make a written recommendation to the County Administrator to continue or deny the employee the privilege of operating a County motor vehicle.

Nothing in this policy shall preclude a more stringent review of driver history information, where mandated by various state agencies (such as the South Carolina Criminal Justice Academy or the Fire Academy) or when the County determines that doing so would be in the County's best interests.

General Restrictions

Employees shall make sure the vehicle is suitable for the planned task or trip. If there is any doubt the vehicle is in suitable condition for the assignment, the employee should notify their supervisor.

In general, employees will refrain from providing "jump starts" to other vehicles due to the potential damage to electrical and communications equipment in county vehicles and/or towing or pushing vehicles from the roadway. The County recognizes that there may be times when safety concerns will require such actions be undertaken.

When possible, county vehicles should be switched off rather than allowing them to idle for extended periods.

To the extent possible, employees should utilize county vehicles when conducting county business rather than utilizing their personal vehicles.

Maintenance Of Vehicles And Specialized Equipment

Operators of county vehicles shall inspect the vehicle prior to use. Deficiencies should be noted and reported to the supervisor for forwarding to the Vehicle Maintenance Director.

Operators will make their vehicles available as directed by the Vehicle Maintenance

department or specialized equipment maintenance vendor when needed for routine or other maintenance.

Operation Of Emergency Vehicles

Operators of emergency vehicles, when operating in emergency mode, shall operate the vehicle in accordance with applicable statutory and case law.

Operation Of Commercial Vehicles

Operators of County vehicles that are considered commercial vehicles will comply with all applicable sections of the Federal Motor Carrier Safety Act.

Use Of Safety Belts

Any person driving or riding in a County-owned vehicle shall wear a safety belt in compliance with Sections 56-5-6520 and 56-5-6530 of the South Carolina Code of Laws.

Use Of Cellular Phones

As a general rule, the use of County assigned and personal cellular/wireless telephones on-the-job has restrictions for use due to the distraction and lack of concentration they present to safe work performance. Where safe to do so, employees should pull out of the travel lanes and carry on conversations.

County Vehicles To Be Marked

All county vehicles, with the exception of unmarked law enforcement vehicles and select tax enforcement vehicles, will be clearly marked as such. The vehicle shall have the county seal or similar markings affixed to the side of the vehicle to clearly identify it as a Lancaster County vehicle. The vehicle number, or similar vehicle identifier, will be clearly affixed to both sides of the vehicle and rear of the vehicle if feasible. With the exception of unmarked law enforcement vehicles, all county vehicles will display the permanent "CG" state license plate.

No bumper stickers, window decals, or the like shall be affixed to a County vehicle without the appropriate department head's approval.

Vehicle Accidents Involving County Vehicles And/Or Employees

The following procedures are to be followed when an employee, while operating a County-owned vehicle or a privately owned vehicle in the performance of official duties, is involved in an accident resulting in personal injury or property damage.

- A. All parties and properties concerned are to remain at the scene of the accident until released by a law enforcement representative.
- B. All vehicular accidents involving County vehicles or persons on duty and actively engaged in County business will be investigated by a police agency having jurisdiction. Accidents with minor damage and no privately owned vehicles may be investigated by the Risk Safety Manager.

- C. It is the employee's responsibility to refrain from making statements regarding the accident to anyone other than the investigating law enforcement representative, appropriate County officials, and representatives of his or her own insurance company if the employee's privately owned vehicle is involved. Statements made to investigating authorities should be confined to factual observations.
- D. A copy of all police reports and any statements attached thereto will be provided to the County Administrator, or designee, within 24 hours of the accident. In the event of employee injury, all procedures required in connection with on-the-job injury/illness must be adhered to. Employees required by the County to have a commercial driver's license must submit to a drug test whenever they are issued a citation in connection with an accident or resulting in aggregate property damage of \$500 or more based on reliable estimates.

It is the responsibility of County employees to stop at accident scenes and render whatever assistance is within their capability if it is safe to do so. It is not the intention of this policy to impose strict procedures in governing the actions of employees at accident scenes. It is realized that each employee must use his or her own best judgment in determining if assistance is needed and what assistance they are capable of providing. However, the following is expected at minimum.

- A. The employee should ensure that police, fire, and emergency medical personnel have been notified. If injuries have occurred, and the employee is capable and qualified, first aid may be rendered.
- B. The employee should remain at the accident scene until emergency vehicles arrive and offer assistance to emergency personnel as needed.
- C. The employee should remain calm, polite, and helpful in all circumstances, never speculating on cause, effect, or blame involved in the accident.

Claims for damages presented to the County shall be referred to the County Risk Manager, or designee, for appropriate follow-up. No employee, other than the Risk Manager, or designee, will discuss matters involving claims against the County. The following procedures are to be effected.

- A. Employees must notify their supervisor in the case of incidents involving potential claims within 24 hours. The reporting employee's supervisor must report, in writing, to the Risk Manager, or designee, within three (3) days. Items reported should include any property damage occurring during work for the County, the identity and contact information of affected parties and, as appropriate, action that should be taken to minimize reoccurrence.
- B. The Risk Manager, or designee, will insure that any applicable provisions of State law are met and that all claims for damages accurately locate and describe the defect or act that allegedly caused the injury, reasonably describe the injury/damage and state the time/date of occurrence. Claims are to be referred to the County's insurance carrier within five (5) working days and informational claim

status reports are to be provided to County Council periodically.

Accidents involving damage shall be submitted to the Accident Review Board for their analysis; except in cases where the damage is five hundred dollars (\$500) or less and the investigating law enforcement officer has determined the county employee is not at fault, in which case the accident will be reviewed by the Lancaster County Risk Manager. If the finding of employee negligence is reached by a majority of Accident Review Board Members reviewing the incident, such employee shall pay from his or her earnings a portion of the repair or replacement of the damaged property in increments of no less than \$50 per pay period. The employee contribution to the repair or replacement is subject to a maximum of \$1,000 per occurrence, and the actual amount is determined by the Accident Review Committee of the Lancaster County Safety Committee. Monetary penalties apply to county employees only, because volunteers are not paid by Lancaster County they are excluded from this policy. All investigations are conducted based forms and guidelines provided by and approved by the SC Association of Counties.

Vehicle Tracking Device

Lancaster County may install tracking devices on county vehicles. Employees may not tamper with the device. Risk Management may request copies of tracking information as needed.

County Vehicle Replacement Criteria

County vehicle replacement will be considered utilizing the following schedule. Vehicles will normally be retained for the minimum mileage or years indicated below. They will not be held past the maximum age criterion, unless justified and the vehicle is deemed safe by the County of Lancaster Vehicle Maintenance Supervisor. However, the deciding factor shall be the vehicle's overall condition and the needs of the County. Replacement vehicles will be obtained in compliance with the Lancaster County Procurement Policy.

Vehicle Description	Minimum Mileage <u>OR</u>	Minimum Age	Maximum Age
Compact/Intermediate Sedan – non-police	90,000	5	7
Compact/Intermediate Sedan – police	90,000	4	6
Full Size Sedan – non-police	100,000	6	8
Full Size Sedan – police	100,000	4	6
Station Wagon	100,000	6	8
Full Size Vans	120,000	7	9
Minivans	100,000	6	8
Sport Utility Vehicles	100,000	6	8
Trucks – below 10,500 GVW	100,000	6	9
Trucks – over 10,500 GVW	100,000	7	10
Truck, Tractor	130,000	13	16
Trailer/Semi-trailer	N/A	15	N/A

Bus – other than road type with diesel	120,000	9	12
Bus – road type with diesel	200,000	15	N/A
Scooter – 3-wheel	12,000	3	5

Air Quality Issues

All Lancaster County motor vehicles, including all off-road and on-road heavy equipment, shall not be idled for more than five (5) consecutive minutes or for more than five (5) aggregate minutes in any one (1) hour time period except:

- a) When stopped for traffic conditions over which the driver has no control such as when directed by a traffic control official, when stopped in a line of traffic, when stopped in a construction zone, etc.
- b) When idling is necessary for vehicle testing, inspection, or servicing.
- c) When idling is needed to operate ancillary equipment such as emergency warning lights, pumps, crane, lifts, etc.
- d) When idling is necessary to cool a turbo-charged heavy duty vehicle.
- e) When idling is necessary to recharge electrical equipment or battery.
- f) When idling is necessary to operate a defroster, heater, etc. to prevent a health or safety emergency.
 - (1) Idling to keep the vehicle at a comfortable temperature for the operator is not an authorized exception.
 - (2) Idling to keep the patient area of an ambulance comfortable for the patient is an authorized exception.
 - (3) Idling to keep the animal area of a police K-9 unit at an acceptable temperature is an authorized exception.

Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2016

Contact Person / Sponsor: Steve Willis

Department: 021 - Administration

Issue under Consideration:

Annual Brookchase bond action.

Points to Consider:

This is related to a special tax district that paid for improvements to the Brookchase community. No County ordinary tax dollars are involved.

Funding and Liability Factors:

Funding as specified in the ordinance - not to exceed \$750,500.

Options:

Council may approve or reject the Resolution.

Recommendations:

Staff recommends approval.

Attachments: Resolution

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 0863-R2015**
COUNTY OF LANCASTER)

A RESOLUTION

TO AUTHORIZE THE ISSUANCE AND SALE OF A NOT TO EXCEED \$750,500 GENERAL OBLIGATION BOND ANTICIPATION NOTE, OF LANCASTER COUNTY, SOUTH CAROLINA, SERIES 2015, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (BROOKCHASE SPECIAL TAX DISTRICT); TO RATIFY ACTIONS TAKEN BY THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE; TO PROVIDE FOR THE PAYMENT OF THE NOTE AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

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

(f) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation Bond to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(g) The County Bond Act provides that as a condition precedent to the issuance of Bond an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County

Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue Bond in accordance with such remaining provisions.

(h) The County, acting by and through the Council, is authorized pursuant to Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended, to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided.

(i) Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect a service or user fee, which by definition includes uniform service charges, subject to the following requirements: (i) the imposition of the uniform service charge must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (ii) Council must provide public notice of the uniform service charge being considered and hold a public hearing on the proposed uniform service charge prior to final adoption; and (iii) revenue derived from a uniform service charge to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the uniform service charge is paid.

(j) The County Council, pursuant to Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina 1976, as amended, may, upon certification of a petition signed by fifteen percent or more of the electors in a proposed special tax district, provided for a referendum to be conducted by the county election officials on the question of the creation of the proposed special tax district. By passage of Resolution No. 720, Council certified to the Lancaster County Voter Registration and Election Commission ("Commission") a petition that proposed the creation of the Brookchase Special Tax District and provided for a referendum to be held on the question of the creation of the Brookchase Special Tax District.

(k) On October 2, 2010, the Commission held a referendum on the question of the creation of the Brookchase Special Tax District. The commission certified that 80 votes were cast in the referendum, of which, 75 votes were cast in favor of the creation of the special tax district and 5 votes were cast in opposition. Council published the results of the referendum in Resolution No. 736.

(l) Pursuant to Ordinance No. 1069, enacted on November 30, 2010, County Council created the Brookchase Special Tax District.

(m) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended ("Title 11, Chapter 17"), any County, whenever authorized by general or special law to issue Bond, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the Bond. Such provisions also provide that if any approval be necessary prior to the issuance of Bond by the County, the County must obtain the same approval prior to the issuance of temporary financing provided therein.

(n) In order to provide infrastructure in the Brookchase Special Tax District, the County on December 30, 2010, issued its \$875,000 General Obligation Bond Anticipation Note, Series 2010 (Brookchase Special Tax District), the proceeds of which were used to make repairs and upgrades of roads in the Brookchase Special Tax District and all costs associated therewith.

(o) The County Council heretofore enacted Ordinance No. 1125 on November 28, 2011 (the "Ordinance"), authorizing the issuance and sale of a not to exceed \$890,000 General Obligation Bond Anticipation Note. The Ordinance contains a provision authorizing the general obligation bond anticipations notes authorized thereunder to be renewed by a resolution of County Council incorporating the terms of the Ordinance (the "Resolution").

(p) Pursuant to the Ordinance, the County issued on January 24, 2014, an \$818,000 General Obligation Bond Anticipation Note, Series 2014 (Brookchase Special Tax District) (the "2014 Note").

(q) The County Council desires to incorporate by reference the provisions of the Ordinance relating to the issuance and sale of general obligation Bond of the County (the "Bond") and the renewal of the 2014 Note.

(r) The County Council wishes to renew the 2014 Note, reduce the principal on the 2015 Note to \$750,500, and pay the interest due on the 2014 Note.

(s) Pending the issuance and sale of the Bond authorized by the Ordinance, it is now in the best interest of the County to provide for the issuance of a single bond anticipation note to be used for the purposes of paying the outstanding principal balance of the Series 2014 Note.

(t) Pending the issuance and sale of general obligation Bond, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of a not exceeding \$750,500 General Obligation Bond Anticipation Note, Series 2015, or such other appropriate series designation (Brookchase Special Tax District), (the "Note") of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which together with other available funds of the County will be used: (a) to retire the 2014 Note at maturity; (b) to pay costs of issuance of the Note; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

Section 2. The Bond. County Council hereby incorporates by reference the provisions of the Ordinance with respect to the issuance and sale of the Bond and such provisions shall be a part of this Resolution, and the Council will issue Bond in a sufficient amount to pay the principal and interest on the Note herein authorized.

Section 3. Authorization and Details of Note. Pending the issuance of the Bond and pursuant to Title 11, Chapter 17 of the Code, there is hereby authorized to be issued the Note to be designated "750,500 (or such lesser amount issued) General Obligation Bond Anticipation Note, Series 2015 (or such other appropriate series designation) (Brookchase Special Tax District), of Lancaster County, South Carolina."

Pending the sale of the Bond, the County Council may determine it to be in the best interest of the County to refund or renew the 2015 Note. Therefore, the County Council may authorize the 2015 Note to be refunded or renewed and such authorization to be effected by a Resolution of County Council incorporating the terms of the Ordinance. The principal amount of such refunded or renewed 2015 Note may be increased by an amount sufficient to reflect interest owed and costs of issuance.

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

The Note shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under the seal of the County to be imprinted, impressed or reproduced thereon.

Section 4. Delegation of Authority Relating to the Note. The County Council hereby delegates to the County Administrator the authority to: (i) determine the par amount of the Note; (ii) cause the preparation of and distribution of a request for proposals to prospective purchasers of the Note; (iii) the sale date of the Note; and (iv) accept of the bid in the best interest of the County for the purchase of the Note.

Section 5. Security for the Note. For the payment of the principal of and interest, if necessary, on the Note as they respectively mature, there are hereby pledged the proceeds of the Bond and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor for the payment of the principal of and interest on the Note.

Section 6. Exemption from State Taxes. Both the principal of and interest on the Note shall in accordance with the provisions of Section 12-2-50 of the Code be exempt from all State, County, municipal, County, and all other state taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 7. Security for the Bond. The full faith, credit, and taxing power of the County is irrevocably pledged to the repayment of the Bond. The Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the Bond.

Section 8. Deposit and Use of Proceeds. The proceeds of the Note shall be deposited with the Treasurer of Lancaster County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Note is to be issued. Upon the delivery of the Bond in anticipation of which the Note is issued, sufficient proceeds of the Bond shall be applied by the County to meet the payment of the principal of and, if necessary, interest on the Note.

Section 9. Defeasance. The obligations of the County under this resolution and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Note, and such Note shall no longer be deemed to be outstanding hereunder, when:

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

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

“Government Obligations” shall mean any of the following:

- (a) non-callable direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (c) general obligation Bond of the State, its institutions, agencies, school districts and political subdivisions.

Section 10. Tax Covenants. The County hereby covenants and agrees with the holder of the Note that it will not take any action which will, or fail to take any action which failure will, cause interest on the Note to become includable in the gross income of the bondholder for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Note. The County further covenants and agrees with the holders of the Note that no use of the proceeds of the Note shall be made which, if such use had been reasonably expected on the date of issue of the Note would have caused the Note to be an “arbitrage bond,” as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Note are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

Section 11. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 12. Miscellaneous. The County Council hereby authorizes the Chairman of County Council, the County Administrator, the Clerk to County Council and the Finance Director to execute such documents and instruments as may be necessary to effect the issuance of the Note. The Council hereby retains McNair Law Firm, P.A., as Bond Counsel in connection with the issuance of the Note and Bond and authorizes Bond Counsel to obtain such other professional services as shall be necessary including financial advisor.

Section 13. Conflicting Provisions. To the extent this Resolution contains provisions that conflict with provisions contained elsewhere in other County resolutions, the provisions contained in this Resolution supersede all other provisions, and this Resolution is controlling.

Section 14. Severability. If any section of this Resolution 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 Resolution which is not itself void or invalid.

Section 15. Effective Date. This Resolution is effective upon its adoption.

AND IT IS SO RESOLVED, THIS 12th DAY OF JANUARY, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Approved as to form:

County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis/ Veronica Thompson

Department: Administration/ Finance

Issue under Consideration:

Ordinance 2015-1319 related to repealing dealer tag fees.

Points to Consider:

This was passed in an effort to treat dealer tags the same as other vehicle tags.

SC DMV has no suspension process for dealer tags related to non-payment of fees. Efforts to collect this fee have met with little success.

Funding and Liability Factors:

We have received minimal revenue from this fee.

Staff does not want to have a code section in the County Code that is unenforceable.

Options:

Approve the ordinance or leave the County Code as is.

Recommendations:

Staff recommends 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 12-22-14 DN

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1319

COUNTY OF LANCASTER

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~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 26-34 OF THE LANCASTER COUNTY CODE, RELATING TO ROAD IMPROVEMENT AND MAINTENANCE FEES SO AS TO DELETE DEALER TAGS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Road Improvement and Maintenance Fees.

Section 7-25(a) of the Lancaster County Code, as last amended by Ordinance No. 1049, is further amended to read:

Sec. 26-34. Road improvement and maintenance fee; exemption.

(a) Fee levied; fund. The owners of every motor vehicle, except trailers, required to be registered and licensed by the South Carolina Department of Motor Vehicles, or its successor agency, shall pay annually to the county treasurer at the same time he/she pays his/her county vehicle taxes, a county road improvement and maintenance fee as established in the annual county budget on each such vehicle. ~~Auto dealers will be billed annually at the same charge per tag.~~ The proceeds from the fee shall be deposited into the county general fund and be accounted for within a separate and distinct revenue account. These funds must be used solely for improving and maintaining county roads. Funds not used in any fiscal year shall be carried forward and used exclusively for the improvement and maintenance of roads.

(b) Penalties for nonpayment of fee. Penalties for the nonpayment of the county road maintenance fee are established as follows:

(1) In the event an individual does not pay the road maintenance fee at the time the personal property taxes are paid on the vehicle, a penalty of five (\$5.00) dollars for each

day the road maintenance fee is unpaid shall be levied against such individual. Each day which a violation occurs is deemed a separate and distinct offense.

(2) The penalty shall apply to each vehicle fee that is unpaid.

(3) An individual may pay the road maintenance fee under protest and shall follow the same procedures required for payment of personal property tax under protest.

(4) If the road maintenance fee and penalties are not paid after the expiration of sixty (60) days from the date the individual paid the personal property taxes on the vehicle, the fees and penalties shall be enforced by judgment and attachment or by other means permissible under the general law. Nothing in this section shall be construed as a limit on the time for the bringing of an action to collect such fees and penalties. In addition to the penalties provided herein, the county may recover reasonable attorney's fees and other expense of litigation or collection.

(c) Exemption.

(1) When an individual owns a vehicle which is not operated or non-operational and such individual certifies this fact to the county auditor, therein certifying that the vehicle in question is not being operated on the roads of South Carolina, such individual shall be exempt from paying the road maintenance fee for that vehicle. Disabled veterans, disabled individuals, or organizations, as certified to the county auditor by the South Carolina Department of Revenue, pursuant to the following provisions of Section 12-37-220 of the South Carolina Code of Laws as amended, shall be exempt from paying the fee on two (2) vehicles registered in their name and a fifteen-dollar fee will be levied on all subsequent vehicles registered by the individual receiving the exemption:

a. Two (2) private passenger vehicles owned or leased by any disabled veteran designated by the veteran for which special license tags have been issued by the Department of Motor Vehicles, or its successor agency, under the provisions of Section 56-3-1110 to 56-3-1130 or, in lieu of the license, if the veteran has a certificate signed by county service officer or the Veterans Administration of the total and permanent disability which must be filed with the Department of Motor Vehicles, or its successor agency.

b. Two (2) private passenger vehicles owned or leased by recipients of the Medal of Honor.

c. Two (2) personal motor vehicles, owned or leased either solely or jointly by persons required to use wheelchairs, who qualify for special license tags under the provisions of Section 56-3-1910.

d. Two (2) private passenger vehicles or trucks, not exceeding three-quarter ($\frac{3}{4}$) ton, owned or leased by and licensed and registered in the name of any member or former member of the armed forces who was a prisoner of war (POW) in World War I, World War II, the Korean Conflict, or the Vietnam Conflict and who is a legal resident of this state. This exemption also extends to the surviving spouse of a qualified former POW for the lifetime or until the remarriage of the surviving spouse.

e. One (1) personal motor vehicle owned or leased by a legal guardian of a minor who is blind or required to use a wheelchair when the vehicle is used to transport the minor.

(2) All non-profit and government vehicles shall be exempted from paying the road maintenance fee.

(3) The road maintenance fee shall be paid the same day any exempted there from vehicle is licensed for operation and any person not paying such fee shall be subject to the penalties set forth in this section. The first day of the month displayed on the license tag for a vehicle placed back in operation shall be deemed to be the first day of operation for the purpose of imposing any penalty. Individuals shall not be subject to fees or penalties for the years the vehicle was not licensed for operation and was exempt pursuant to this subsection. The exemption shall not be applied retroactively.

(4) Personal property taxes on parked or non-operational vehicles are still due and payable each year and are not in any way exempted, excused or abated by this subsection.

(Ord. No. 162, 6-27-88; Ord. No. 166, 11-7-88; Ord. No. 219, § 2, 6-24-93; Ord. No. 236, § 2, 6-27-94; Ord. No. 296, § 2, 6-27-97; Ord. No. 310, § 2, 6-8-98; Ord. No. 337, § 2, 6-7-99; Ord. No. 384, § 3, 6-12-00; Ord. No. 424, 3-26-01; Ord. No. 846, 9-10-07; Ord. No. 1105, § 2, 7-25-11)

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 9th 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 12, 2015	(TENTATIVE)
Second Reading:	January 26, 2015	(TENTATIVE)
Third Reading;	February 9, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2015

Contact Person / Sponsor: Steve Yeargin, CBO

Department: Building

Issue under Consideration:

Ordinance 2015-1320 to amend Chapters 7, 19 and 20 of the Lancaster County Code, relating to update Code references, Delineate Duties for the Building and Zoning Officials, update Modular Building Codes and to provide for other matters related thereto.

Points to Consider:

Current County Code has inaccuracies relating to editions of building Codes currently in force, responsibilities of the Building and Zoning Officials and the procedure to obtaining and issuing permits for construction. Ordinance 2015-1320 will accurately reflect current code editions and remove references to the auditor and tax assessor issuing construction permits.

Funding and Liability Factors:

This ordinance will require no additional funding for implementation. Failure to correctly reflect code editions mandated by the state of South Carolina may expose the county to litigation from the state and contractors or homeowners.

Options:

Certain editions of the Building Codes are mandated by the state of South Carolina for adoption. Other codes are permissible. To be consistent with other surrounding jurisdictions we would adopt all mandatory and permissible codes except the Private Sewage disposal Code, which is addressed by DHEC, the Zoning Code, which is addressed by Lancaster County Unified development Ordinance, the Green Construction Code, the ICC Performance Code for Buildings, which is a performance based rather than prescriptive code and the Wildland Urban Interface Code, which provides specific requirements where there is a high level of wildfires.

Recommendations:

Staff recommends passage of Ordinance 2015-1320 to accurately reflect required codes and procedures in place for managing the Building and Zoning Departments. Such legislation is required to be provided in the ISO Building Department Effectiveness Grading Documentation. Staff intends to request an evaluation next fall in an effort to reduce our ISO rating which would be favorably reflected in Taxpayer Fire Insurance Premiums

Attachments: _____

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on  1-5-15

SUBMIT

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1320

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~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTERS 7, 19, AND 20 OF THE LANCASTER COUNTY CODE, RELATING TO UPDATE CODE REFERENCES, DELINEATE DUTIES FOR THE BUILDING OFFICIAL AND ZONING OFFICIAL, UPDATE MODULAR BUILDING CODES; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Chapter 7 – Update Code and Permit References.

Chapter 7 of the Lancaster County Code, as last amended, is further amended to read:

Sec. 7-1. - Standard codes adopted.

The following codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

2006 2012 Editions:

International Building Code, with South Carolina amendments;
International Residential Code, with South Carolina amendments;
International Mechanical Code, including Chapter One;
International Plumbing Code, including Chapter One;
International Fire Code, with South Carolina amendments;
International Fuel Gas Code, with South Carolina amendments;

2008 2011 Edition:

National Electric Code.

2009 Edition:

International Energy Conservation Code.

(Ord. No. 259, 12-5-94; Ord. No. 298, 8-19-97; Ord. No. 437, 4-30-01; Ord. No. 548, 6-30-03; Ord. No. 847, 9-10-07; Ord. No. 1171, § 1, 10-8-2012)

Cross reference— Adoption of technical codes, § 2-64; building and zoning department to enforce building and construction codes, § 25-61.

Sec. 7-2. - Optional codes adopted.

~~Effective on July 1 of each year, the latest edition of the property maintenance and existing building codes as mandated by the South Carolina Code Council are hereby adopted and on file in the office of the Building Official, together with any special provisions approved by the state building code council, are hereby adopted by reference and incorporated into this article as if set forth at length in this section. The provisions therein shall be controlling within the county coming under the purview of this article; provided, however, that the following changes to such standard code are hereby adopted.~~

~~(1)~~

~~As permitted by S.C. Code § 6-9-50, the county does not adopt the provisions of the codes referenced in this section which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for building officials, deputy building officials, chief inspectors, other inspectors, and assistants.~~

The following codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

2012 Editions:

International Existing Building Code

International Property Maintenance Code.

International Swimming Pool And Spa Code

(Ord. No. 847, 9-10-07)

Sec. 7-23. - Administration and enforcement.

- (a) Permits required by this ordinance shall be issued in compliance with the provisions hereof by the ~~county auditor~~ Building Official who shall also collect and properly administer all fees established under section 7-25 of this ordinance.
 - (b) the county ~~tax assessor~~ Building Official is hereby designated as the enforcement official of this ordinance, which designation also includes county employees authorized by the ~~tax assessor~~ Building Official as his representative.
 - (c) Sworn law enforcement personnel of the county shall assist the ~~tax assessor~~ Building Official in the enforcement of this ordinance upon request.
 - (d) Upon notice from the ~~tax assessor~~ Building Official, work on any building or structure or activity underway being done contrary to the provisions of this ordinance shall be immediately stopped. Such notice shall be in writing and shall be transmitted to the owner of the property, or his agent, or the person performing work, and shall state the conditions under which work may be resumed. Such written notice shall be sufficient if mailed to the last recorded address of the owner, hand delivered, or affixed to the affected improvement or mobile home.
 - (e) It shall be unlawful for any public utility, rural electric cooperative, or any agency furnishing electric current to connect electrical energy to any building, structure, or mobile home or premises where a permit is required under this ordinance prior to the issuance thereof or to maintain any such connection upon notice by the ~~tax assessor~~ Building Official that such connection was made in violation of the provisions of this ordinance. This connection restriction includes temporary connection for construction purposes.
- (Ord. No. 129, § 3, 3-25-86)

Sec. 7-24. - Permit administration.

- (a) It shall be unlawful for any person to engage in activity included under section 7-22 of this ordinance [article] unless an application has been filed and a permit granted by the ~~county auditor~~ Building Official. Each application for a building or mobile home permit shall be made in a form required by the ~~tax assessor~~ Building Official. Building permit applications shall include, but not be limited to, all information mandated under S.C. Tax Commission Rule Number 117-118 entitled "General Requirements for Building Permits." The ~~tax assessor~~ Building Official shall certify each application as a condition precedent to permit issuance by the auditor.
- (b) The ~~tax assessor~~ Building Official shall make every reasonable effort to assist an applicant in completing the building or mobile home permit application form; however, the applicant for such permit is wholly responsible for obtaining and entering complete and accurate information on the permit application form. If the permit application is deemed incomplete, inaccurate or non conforming to the provisions of this or other pertinent ordinances or laws, the ~~tax assessor~~ Building Official shall reject said application in writing indicating what action the applicant must take to conform.
- (c) The building or mobile home application shall require the applicant to identify any public utility, electric co-op, or agency that will supply electric power to the affected improvement and the ~~auditor~~ Building Official shall supply a copy of the building permit to any entity so identified. The ~~auditor~~ Building Official shall transmit permit copies to identified power supply entities at least once each week.
- (d) Upon approval of a mobile home permit application involving placement, the ~~auditor~~ Building Official shall issue a placement decal, which decal shall be permanently affixed to said mobile home by the owner thereof. Upon approval of a mobile home permit involving movement of same within or from Lancaster County, the ~~auditor~~ Building Official shall issue a moving permit card, which card shall be conspicuously displayed on the rear of said mobile home while same is being moved.
- (e) A copy of any building permit issued by the ~~auditor~~ Building Official shall be displayed at the affected premises in a conspicuous place and protected from the weather. No work shall begin prior to posting of the permit and posting shall be maintained until work for which the permit was issued is complete and ready for occupancy or use.

(f) If, in the opinion of the ~~tax assessor~~ Building Official, the applicant's valuation of any improvement on a building permit application appears to be underestimated, the application shall be rejected unless the applicant can show detailed estimated cost to meet the ~~tax assessor~~ Building Official's approval. Should the tax assessor, upon his establishment of market value for taxing purposes, determine that said market value exceeds the value entered upon the building permit application for the affected improvement by a factor greater than ten (10) percent, the tax assessor shall bill the owner of said improvement and the owner shall pay any additional permit fee that would have been payable based on proper valuation at the time of permit issuance.

(g) Any building permit issued shall become invalid unless work authorized is commenced within six (6) months of its issuance or after commencement is discontinued for a period of six (6) months. Any mobile home permit (permanent decal) involving placement shall be valid only as long as the unit for which it was issued remains within Lancaster County and in the same ownership as when the permit was issued. Any mobile home permit involving movement of a mobile home within or from Lancaster County shall be valid only while said unit is being moved between locations entered upon the application form.

(h) It is unlawful for any person, individual, company, corporation, or other entity to move a building or structure over any road in this county without first obtaining a permit from the county building and zoning department. The permit must be obtained before the person begins the process of preparing the building or structure for moving. The form of the application for a moving permit shall be determined by the county building and zoning department. The moving permit is valid for fifteen (15) calendar days. Upon a showing of just cause, the building and zoning department may extend the period of time the moving permit is valid by not more than a total of fifteen (15) calendar days. The moving permit must accompany the building or structure while it is being moved by displaying it on the rear of the building or structure in a conspicuous place. The moving permit must be available for inspection at all times. The permit required by this subsection is in addition to any other permit required by the county except that this subsection does not apply to the movement of one-story detached buildings or structures which are valued at five thousand dollars or less (\$5,000.00) or less and to the movement of mobile homes.

(Ord. No. 129, § 4, 3-25-86; Ord. No. 829, 6-21-07; Ord. No. 1049, § 1, 8-31-10)

Sec. 7-25. - Schedule of permit fees.

(a) No permit shall be issued until fees as established as a part of annual county budget ordinance have been paid.

(1) *Building permits.* Building permits shall not be required for one-story detached accessory structures which are valued at five thousand dollars (\$5,000.00) and less. Zoning permits are required for all structures.

(2) *Sign fee.* All fees shall be paid at the time of issuance of the permit or inspection made.

(3) *Penalties.* Where work for which a permit is required and is commenced prior to obtaining said permit or attaining approval to proceed prior to obtaining said permit, the fees herein shall be doubled, yet the payment of such double fee shall not relieve any person or persons from fully complying with the applicable code in the execution of said work nor from any other penalties prescribed herein.

Should the fees be waived by official action of the county council or other governmental entities, all other permit and code compliance requirements shall still be applicable and required.

(4) *Electrical permit.*

a. Required on all commercial and industrial projects. Building permit will ~~not~~ cover electrical permit in these occupancies where multiple trades are doing work.

b. Required on all residential or commercial projects when a building permit is not issued.

(5) *Plumbing permit.*

a. Required on all commercial and industrial projects. Building permit does ~~not~~ cover plumbing installations in these occupancies where multiple trades are doing work.

b. Required on all residential or commercial projects when a building permit is not issued.

- c. If any plumbing installation commences prior to obtaining the permit or obtaining approval to proceed prior to obtaining the permit, the fee herein shall be doubled.
 - (6) *H.V.A.C. (mechanical) permit.*
 - a. Required on all commercial and industrial projects. Building permit does not cover mechanical installations where multiple trades are doing work.
 - b. Required on all residential or commercial projects when a building permit is not issued.
 - c. If any mechanical installation commences prior to obtaining the permit or obtaining approval to proceed prior to obtaining the permit, the fee herein shall be doubled.
 - (7) *Gas permits.* Required on all commercial and industrial projects. Building permit does not cover gas installations in these occupancies where multiple trades are doing work.
 - (8) *Moving permits.* All fees, if any, shall be paid at the time of issuance of the permit.
 - (9) *Religious institutions.* The first thirty thousand dollars (\$30,000.00) in combined building permit fees and plan review fees shall be waived for work on a sanctuary, church educational facility (except pre-school, K—12 school, or post-secondary school facilities), and family life center facility of a religious institution. Other facilities of a religious institution, including, but not limited to, a manse, parsonage, or a denominational administrative facility, shall have standard fees assessed. Proof of designation as a religious institution shall be by submission of the appropriate Internal Revenue Service documentation.
 - (b) Where any activity regulated by this ordinance is commenced prior to issuance of the required permit, the applicable fee shall be doubled.
 - (c) The building official shall maintain accurate accounting records of all permit fees collected and shall remit all cash receipts to the county treasurer as required by the county's cash management policy.
- (Ord. No. 129, § 5, 3-25-86; Ord. No. 532, 2-24-03; Ord. No. 656, 2-28-05; Ord. No. 846, 9-10-07; Ord. No. 1049, § 2, 8-31-10; Ord. No. 1300, §§ 1, 2, 9-8-2014)

Section 2. Chapter 19 – Update Department References.

Section 19-104 of the Lancaster County Code, as last amended by Ordinance No. 502, is further amended to read:

Sec. 19-104. - Alarm users and alarm user permits.

- (a) An alarm user shall:
 - (1) Maintain the premises and security alarm system in a manner that will minimize or eliminate false alarms;
 - (2) Review all alarm system operating instructions, including those for verification of an alarm;
 - (3) Notify the alarm system monitoring company of a false alarm activation as soon as the user is aware of the false alarm;
 - (4) Not manually activate an alarm except when needing an immediate sheriff's office response to an emergency;
 - (5) Obtain all required permits under county ordinance.
- (b) In order to ensure that alarm system users have necessary information properly documented and that violations can be accurately billed and proper notification sent out, all alarm users shall be required to obtain an alarm user permit from the Lancaster County ~~Building and Zoning~~ Department. The alarm user permit shall be effective as long as the permittee remains at the address that is the subject of the permit. The cost of the alarm user permit shall be ten dollars (\$10.00).
- (c) All present alarm users shall pay a ten dollar (\$10.00) fee payable between August 1, 2002, and September 30, 2002.
- (d) In the event that an alarm user changes addresses, the information on the alarm user permit must be updated within thirty (30) days to the new address. No additional fee will be charged. After thirty (30) days,

no response will be afforded to alarm users that have failed to comply with the permit update requirements of this section.

(e) A resident who moves to a residence that contains an alarm will be required to pay a ten dollar (\$10.00) fee, unless his previous home had an alarm system that was permitted.

(Ord. No. 502, 6-17-02)

Section 3. Chapter 20 – Update Code References And Amend Uses.

Sections 20-27, 20-29, and 20-30 of the Lancaster County Code, as last amended by Ordinance No. 265, are further amended to read:

Sec. 20-27. - Requirements.

- (a) Such use shall be occupied as residences only, unless otherwise approved for a specified use as stated further in this article.
- (b) No more than two (2) mobile homes or one (1) mobile home and one (1) single family dwelling detached shall occupy the same lot, provided one (1) of the dwellings shall be owner occupied and each shall have separate and individual utilities (electrical, water, sewer, gas) situated on a minimum lot size of one and one-half (1.5) acres. The mobile home shall not be located within the required yard space of the single family dwelling or other mobile home and at least twenty (20) feet from the other dwelling or mobile home.
- (c) Tires and rims shall be removed.
- (d) Mobile homes shall be supported and properly tied down as per appendix H of the Standard International Building Code or manufacturer recommended specifications, whichever being more stringent within seventh day of placement.
- (e) Mobile homes shall be underpinned with brick, block, other approved masonry methods, or with continuous aluminum, fiberglass panel, or vinyl skirting extending to the ground completely encircling the mobile home ~~within sixty (60) days of placement with an extension of this period of time allowed up to thirty (30) days approved by the building official for justifiable reasons, with ninety (90) days as the maximum time period allowed prior to utility connection being authorized.~~
- (f) Have properly constructed steps and handrails of masonry or weather resistant lumber at each entrance and exit. If mobile home is installed at a height requiring more than three (3) steps then a properly constructed landing of masonry or weather resistant lumber with minimum dimensions of three (3) feet by five (5) feet shall be properly constructed.
- (g) Mobile homes shall be connected to properly installed sewage disposal systems, potable water supply, approved electrical service supply as per the Standard International Plumbing Code, DHEC regulations, National Electrical Code, latest editions.

(Ord. No. 265, 2-6-95)

Sec. 20-29. - Mobile homes as special occupancies.

- (a) Mobile homes may not be used for temporary offices ~~provided the owner or lessee obtains a temporary certificate of zoning compliance and certificate of occupancy from the building and zoning official and is registered with the county. The placement and installation of said mobile home for temporary use shall meet the requirements of such use as per the standard applicable codes or ordinances.~~
- (b) ~~Provided the use or location does not violate provisions of the Land Use and Development Standards Ordinance of Lancaster, South Carolina and the owner or lessee obtains a certificate of occupancy signed by the building and zoning official, a mobile home, intended and used as an office or other relevant approved use, may be used for said purposes and must be registered with the county and meet all applicable standard codes for use. Said use shall meet all applicable standard codes for occupancy.~~

(e b) A mobile home may not be used as a classroom by a school or a religious affiliation, ~~provided it is registered with the county and meet all applicable requirements of the standard codes and ordinances of the county.~~

(Ord. No. 265, 2-6-95)

Sec. 20-30. - Moving permits required.

(a) Moving permits shall be filed on forms provided by the office of the ~~building and~~ zoning official. The moving permit will be issued when all taxes due on the mobile home have been paid. The permit will be valid for fifteen (15) days with an extension approved by the ~~building~~ zoning official for just cause.

Extension not to exceed fifteen (15) days.

(b) The mobile home moving permit shall accompany the mobile home while it is being moved. The permit shall be displayed on the rear of the mobile home in a conspicuous place. It shall be the duty of the transporter that the required moving permit is properly displayed and accompanies said mobile home while in transport.

(c) A mobile home dealer or others repossessing a mobile home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement may move a mobile home where it is located and relocate it to a secure location within the county until a moving permit can be obtained not to exceed fifteen (15) days. Under no circumstances shall the mobile home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit issued.

(d) Each time a mobile home is relocated notwithstanding that the location may be made numerous times within a year.

(e) When a dealer moves a mobile home for rental purpose and is being located or relocated.

(Ord. No. 265, 2-6-95)

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 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 6. Effective Date.

This ordinance is effective upon third reading.

(REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

AND IT IS SO ORDAINED, this 9th 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 12, 2015	(TENTATIVE)
Second Reading:	January 26, 2015	(TENTATIVE)
Third Reading;	February 9, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1321

AN ORDINANCE

TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A 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.

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

Section 1. Findings and Determinations.

The Lancaster County Council finds and determines that:

- a. Chesterfield County and Lancaster County entered into an agreement for development of a joint county industrial park dated June 1, 2001 (the "Park Agreement"), approved by the Lancaster County Council by Ordinance No. 443; and
- b. Pursuant to Section 3(A) of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Chesterfield County and Lancaster County; and
- c. Chesterfield County and Lancaster County amended the Park Agreement to enlarge it by an amendment dated June 1, 2008, approved by the Lancaster County Council by Ordinance No. 913; and
- d. Chesterfield County and Lancaster County now desire to again enlarge the boundaries of the Park; and
- e. The expansion of the Park shall include the real estate described in the schedule attached to this Ordinance as Exhibit A ("Property"); and

f. Chesterfield County and Lancaster County wish to amend Section 12 of the Park Agreement to provide that the Park Agreement shall not be terminated prior to December 31, 2030 with respect to all property of Schaeffler Group USA Inc. in Chesterfield County.

Section 2. Approval of Additional Property.

The County Council hereby approves the amendment to the Park Agreement to include the Property.

Section 3. Approval of Revised Termination.

The County Council hereby approves the amendment to Section 12 of the Park Agreement to provide that the Park Agreement shall not be terminated prior to December 31, 2030 with respect to all property of Schaeffler Group USA Inc. in Chesterfield County, notwithstanding the provisions of the original Park Agreement or the original enabling ordinances of Chesterfield and Lancaster Counties.

Section 4. Approval of Amendment.

The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, the Secretary of the County Council, and the Clerk to Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Schaeffler Group USA Inc. and Chesterfield County.

Section 5. 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 6. 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 7. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this 9th 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 12, 2015	(TENTATIVE)
Second Reading:	January 26, 2015	(TENTATIVE)
Public Hearing	February 9, 2015	(TENTATIVE)
Third Reading:	February 9, 2015	(TENTATIVE)

Approved as to form:

John L. Weaver, County Attorney

EXHIBIT A to Ordinance No. 2015-1321

SCHAEFFLER GROUP USA, INC. PROPERTY
CHESTERFIELD COUNTY

All that certain piece, parcel or tract of land, situate, lying and being in Cheraw Township, Chesterfield County, South Carolina, containing 20.99 acres, more or less, (excluding highway right-of-way), commencing at a point in the center line of Highway S-13-388 located 284 feet east of an old spike in the center line of Oak Street where it intersects with the said highway; thence S72°-50'E along the center line of said highway for a distance of 993 feet to a corner; thence S26°-41'W, traversing a new iron at the southern boundary of the 66 foot right-of-way of the said highway, for a distance of 1,052.7 feet to an old axle by a cherry at a corner; thence N61°57'W for a distance of 998.5 feet to an old concrete marker at a corner; thence N27°-58'E for a distance of 551.7 feet to an old iron; thence N27°51'E, traversing an old iron at the southern boundary of the 66 foot right-of-way of Highway S-13-388, for a distance of 312.9 feet to the center line of said highway in the beginning corner and being generally bounded, now or formerly, as follows: On the North by Highway S-13-388; on the East by property of James and Eula Mae Thomas; on the South by "Finlayson Lots"; and on the West by C.N. Hewitt Lots, all of which will more particularly appear by reference to Map of Land of Mrs. Hattie S. McKay Estate made by Carl Maness, L.B., on August 1, 1980, and recorded in Plat Book 31 at Page 42, in the office of the Clerk of Court for Chesterfield County. See Tracts C, D and E, Plat Book 2, page 62.

This is the identical property conveyed to INA USA, Corporation by deed of William P. Griggs, Trustee dated March 5, 1999, and recorded on March 9, 1999, in Deed Book 371 at Page 1243-1247 in the said Clerk's Office.

Tax Map #259-1

EXHIBIT B to Ordinance No. 2015-1321

AMENDMENT TO PARK AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTERFIELD)
COUNTY OF LANCASTER)

AMENDMENT TO AGREEMENT FOR
DEVELOPMENT OF A JOINT COUNTY
INDUSTRIAL PARK DATED JUNE 1, 2001
(SCHAEFFLER GROUP USA, INC.)

THIS AMENDMENT ENTERED INTO AS OF THE ____ DAY OF _____, 2015
BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY,
SOUTH CAROLINA

By authority of Ordinance No. _____ enacted by the County Council of
Chesterfield County on _____ and Ordinance No. _____ enacted by the
County Council of Lancaster County on _____, for value received, Chesterfield
County and Lancaster County hereby agree that the property described in Exhibit A attached
hereto is hereby added to and shall be deemed to be a part of the Agreement for Development of a
Joint County Industrial Park between Chesterfield County and Lancaster County dated as of June
1, 2001 (the "Park Agreement"). In addition, with respect to all property of Schaeffler Group USA
Inc. in Chesterfield County, South Carolina described in Exhibit B attached hereto, Chesterfield
County and Lancaster County confirm that such property is included in the Park Agreement and
agree that the Park Agreement shall not be terminated with respect to that property prior to
December 31, 2030. All other terms and provisions of said Park Agreement shall remain in full
force and effect.

WITNESS our hands and seals as of the day first above written.

**CHESTERFIELD COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

**LANCASTER COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: _____
Title: Chair, County Council

Signature: _____
Name: _____
Title: Secretary, County Council

ATTEST:

Signature: _____
Name: Debbie C. Hardin
Title: Clerk to Council

EXHIBIT A to the Amendment to the Park Agreement

PROPERTY TO BE ADDED TO PARK AGREEMENT

SCHAEFFLER GROUP USA, INC.

CHESTERFIELD COUNTY

All that certain piece, parcel or tract of land, situate, lying and being in Cheraw Township, Chesterfield County, South Carolina, containing 20.99 acres, more or less, (excluding highway right-of-way), commencing at a point in the center line of Highway S-13-388 located 284 feet east of an old spike in the center line of Oak Street where it intersects with the said highway; thence S72°-50'E along the center line of said highway for a distance of 993 feet to a corner; thence S26°-41'W, traversing a new iron at the southern boundary of the 66 foot right-of-way of the said highway, for a distance of 1,052.7 feet to an old axle by a cherry at a corner; thence N61°57'W for a distance of 998.5 feet to an old concrete marker at a corner; thence N27°-58'E for a distance of 551.7 feet to an old iron; thence N27°51'E, traversing an old iron at the southern boundary of the 66 foot right-of-way of Highway S-13-388, for a distance of 312.9 feet to the center line of said highway in the beginning corner and being generally bounded, now or formerly, as follows: On the North by Highway S-13-388; on the East by property of James and Eula Mae Thomas; on the South by "Finlayson Lots"; and on the West by C.N. Hewitt Lots, all of which will more particularly appear by reference to Map of Land of Mrs. Hattie S. McKay Estate made by Carl Maness, L.B., on August 1, 1980, and recorded in Plat Book 31 at Page 42, in the office of the Clerk of Court for Chesterfield County. See Tracts C, D and E, Plat Book 2, page 62.

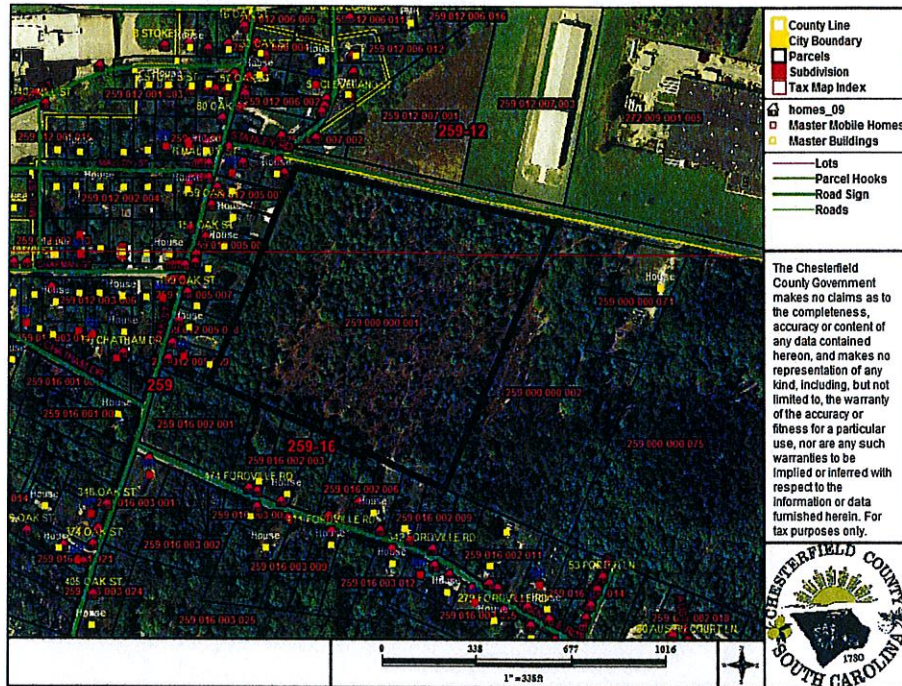
This is the identical property conveyed to INA USA, Corporation by deed of William P. Griggs, Trustee dated March 5, 1999, and recorded on March 9, 1999, in Deed Book 371 at Page 1243-1247 in the said Clerk's Office.

Tax Map #259-1

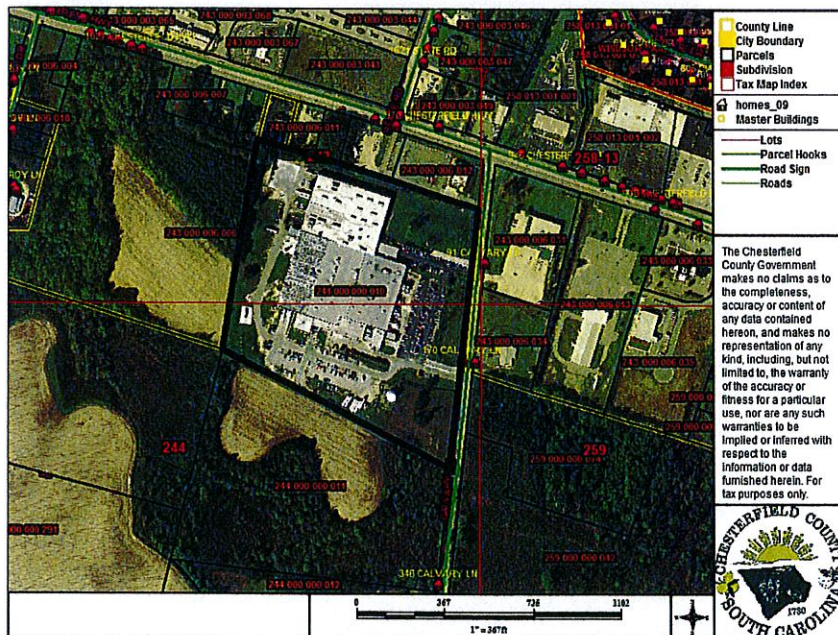
EXHIBIT B to the Amendment to the Park Agreement

SCHAEFFLER GROUP USA, INC. PROPERTY
CHESTERFIELD COUNTY

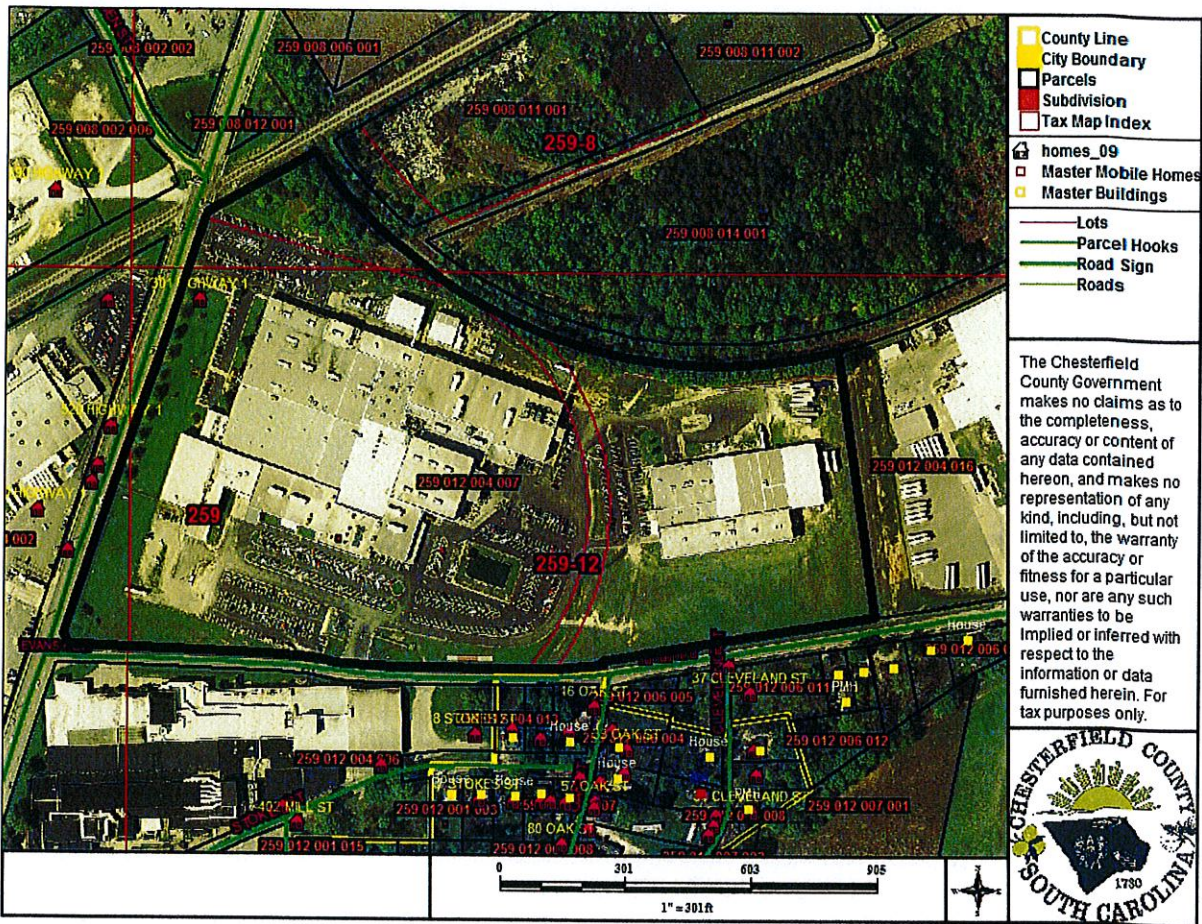
TMS # 259-000-000-001



TMS # 244-000-000-010



TMS # 259-012-004-007



Lancaster County Council Agenda Item Summary

Date of Request: December 30, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Cleaning up archaic code sections related to the Library.

Points to Consider:

Much of what is in the County Code merely repeats the applicable state code sections. Other sections reference practices prior to Home Rule.

Funding and Liability Factors:

N/A

Options:

Council may accept or reject the proposed amendments to the County Code.

Recommendations:

Acceptance of the ordinance to update the County Code.

Attachments: Ordinance

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on 1-5-15 

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1322

~~Indicates Matter Stricken~~

Indicates New Matter

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 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.
(Ord. No. 44, § 1, 6-11-79)

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 systems created pursuant to section 18-1
- (b) All employees of a county public library shall be subject to the grievance provisions of item (7) of Section 4-9-30 of the Code of Laws of South Carolina, 1976.
(Ord. No. 44, § 4, 6-11-79)

Cross reference— *Personnel policies and procedures manual, § 2-111.*

Sec. 18-3. Funding.

The county public library system shall be funded by annual appropriations by the county council including millage, if any, levied specifically for the county public library system plus aid provided by the state and federal governments and other sources. ~~If the county council levies a tax specifically for the support of the county public library system, such tax shall apply to all persons and corporations subject to school taxes. The account used by the treasurer to receive and transmit library systems funds shall be audited every year by the public accountant annually engaged by the grand jury to audit county finances.~~

(Ord. No. 44, § 5, 6-11-79)

Sec. 18-4. Assets and property.

~~All assets and property, both real and personal, owned by any county library prior to the creation of a library system under this chapter shall be transferred to the county by the persons or entities owning title thereto; however, all such assets and property shall be used exclusively for library purposes.~~

(Ord. No. 44, § 6, 6-11-79)

Sec. 18-54. Fiscal procedures; budget.

(a) Annually, at a time designated by the county council ~~finance director~~, the library board shall submit to the council 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 and expended as follows:

(1) All funds received by the county treasurer and designated as library funds shall be transmitted to the library system upon written warrant of the treasurer of the library board of trustees and either the librarian or library bookkeeper and shall then be retained by the library system for use in accordance with the operating budget of the library system and in compliance with the general law of this state. Expenditures from library system funds are to be approved by the librarian. Payment may be made by check bearing the signature of the library bookkeeper and the treasurer of the library board of trustees. However, funds generated by the annual appropriation by county council in the form of tax millage income may be allocated to the library system on such schedule as deemed expedient by the council.

(2) All other funds received by any person for use of the library system shall be transmitted to the librarian and the bookkeeper to be retained for use and expenditure in accordance with the provisions of paragraph (1) of this subsection.

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

(Ord. No. 44, § 3(c), 6-11-79)

Cross reference— Audits of agencies as part of budget process, § 2-184.

Secs. 18-65—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 ~~for cause~~.

(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.

(Ord. No. 44, § 1, 6-11-79; Ord. No. 180, 12-4-89; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.A, 4-26-10)

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.

(Ord. No. 44, § 1, 6-11-79; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.B, 4-26-10)

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

(a) 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.

~~(1) Employ a chief librarian whose qualifications and credentials shall meet the certification requirements of the state library board, and who shall be responsible to the county library board for the administration of the program and the selection of library staff members required to carry out the functions of the library system. The board shall have authority to employ and discharge employees as it may consider advisable. No member of the board or relative of a board member shall be so employed.~~

~~(2) Purchase, lease, hold and dispose of real and personal property in the name of the county for the exclusive use of the county public library system. However, any such conveyance, lease or purchase of real property shall be by the county council.~~

~~(3) Acquire books and other library materials and provide for use thereof throughout the county.~~

~~(4) Accept donations of real property, services, books and other library facilities to commemorate and identify gifts and donations made to the library system.~~

~~(5) Designate or mark equipment, rooms and buildings, and other library facilities to commemorate and identify gifts and donations made to the library system.~~

~~(6) Cooperate or enter into contracts or agreements with any public or private agency which result in improved services or the receipt of financial aid in carrying out the functions of the library system. However, such contracts and agreements shall be subject to approval by the county council.~~

- ~~(7) Enter into contracts or agreements with other counties to operate regional or joint libraries and related facilities. However, such contracts and agreements shall be subject to approval by the county council.~~
 - ~~(8) Receive and expend grants, appropriations, gifts, and donations from any private or public source for the operation, expansion or improvement of the library system.~~
 - ~~(9) Take any actions deemed necessary and proper by the board to establish, equip, operate and maintain an effective library system within limits of approved appropriations of county council.~~
 - ~~(b) In addition to the powers and duties prescribed in subsection (a), the board shall:~~
 - ~~(1) Provide and make available to the residents of the county, books and library materials and in the fulfillment of this function, shall establish a headquarters library and may establish branches and subdivisions thereof in appropriate geographical areas of the county within the limits of available funds. The board may operate one (1) or more book-mobiles over routes determined by the board.~~
 - ~~(2) Adopt regulations necessary to ensure effective operation, maintenance and security of the property of the library system. However, such regulations shall not be in conflict with policy or regulations established by the county council.~~
- ~~(Ord. No. 44, §§ 2, 3(a), (b), 6-11-79)~~

Sec. 18-24. Annual report.

- ~~(a) Annually, at the time designated by the county council, the board shall submit to the county council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the board.~~
 - ~~(ba) The library board shall annually, on or before the first of September of each year, 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 of court to council for the county and copies shall be furnished each member of the county council.~~
 - ~~(eb) The expenditure of any funds by the board is subject to the purchasing rules and financial procedures of the county as adopted by the county council. The board shall designate a person on the board as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.~~
 - ~~(ec) The county shall include the board in the annual independent audit of the financial records of the county.~~
 - ~~(ed) The board is subject to the county's personnel policies including wage and salary guidelines.~~
- ~~(Ord. No. 44, § 3(d), 6-11-79; Ord. No. 998, § 9.C, 4-26-10)~~

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.

~~(Ord. No. 242, 7-25-94)~~

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 ____ 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	(TENTATIVE)
Second Reading:	January 26, 2015	(TENTATIVE)
Third Reading;	February 9, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2016

Contact Person / Sponsor: Steve Willis

Department: 021 - Administration

Issue under Consideration:

To approve a Fee In Lieu Of Taxes (FILOT) agreement with Project Mermaid - Silgan Containers Manufacturing Corporation which also contains Special Source Revenue Credits (SSRC).

Points to Consider:

This is a FILOT agreement that is part of an economic development project.

Funding and Liability Factors:

FILOT would be 6% at 282.4 mils for 20 years.

SSRC would be 50% for 5 years.

Minimum investment would be \$3,000,000.

Minimum number of jobs created would be 18 with an average wage of not less than \$13.64 per hour.

Options:

Council may approve or reject the ordinance.

Recommendations:

Staff recommends approval.

Attachments: Ordinance and FILOT Agreement

Sign off by: (initial)

County Administrator



Finance Director

County Attorney



Other staff

Received by Clerk to Council on

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2015-1323
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT MERMAID PROVIDING FOR THE PAYMENT OF A 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.

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

Section 1. Findings.

The Lancaster County Council finds that :

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act") to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) A company currently identified by the code name "Project Mermaid" (the "Company") is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties, including third party lessors (collectively, the "Sponsors") in personal

property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least three million dollars (\$3,000,000) over five (5) years (the "Project");

(d) pursuant to Resolution No. 0856-R2014, adopted December 8, 2014, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 282.4 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments and, for real property not included in the Fee Agreement, special source revenue credits equal to fifty percent (50%) of any increase in payments in lieu of taxes on the real estate associated with the Project, both for five (5) years;

(f) it appears that the Fee Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, i.e., economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 4. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include: (i) investment in personal property and certain real estate improvements of at least \$3,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$11,422 after application of incentives; (iii) construction benefit of \$444,240; (iv) facility operation benefit of \$859,232; (v) employee benefit of \$4,892; and (vi) visitor benefit of \$3,700. The total benefit is estimated at \$1,312,064;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$ n/a ; (ii) operational costs of \$124,039; and (iii) employee costs of \$29,752. The total cost is estimated at \$153,791.

(c) The benefit to cost ratio in year one is estimated at \$8.53:1 and after year one at \$5.64:1.

(d) The value of the FILOT incentive to the Company is estimated at \$327,152 and the special source revenue credits at \$87,939.

Section 5. Approval and Execution of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such 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, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 6. Economic Development Fund.

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee

Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 7. 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 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 9th 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 12, 2015	Tentative
Second Reading:	January 26, 2015	Tentative
Public Hearing:	February 9, 2015	Tentative
Third Reading:	February 9, 2015	Tentative

Approved as to form:

John L. Weaver, County Attorney

Exhibit A to Ordinance No. 2015-1323

**Fee Agreement
Lancaster County and Project Mermaid**

See attached.

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FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

SILGAN CONTAINERS MANUFACTURING CORP.

Dated as of February 9, 2015

RECAPITULATION OF CONTENTS OF FEE AGREEMENT

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal Name of Each Party to the Agreement – Lancaster County, South Carolina and Silgan Containers Manufacturing Corp.
2. County and Street Address of the Project and Property to be Subject to the Agreement – Lancaster County; 1531 Camp Creek Road (Tax Map Number 0068-00-035.00)
3. Minimum Investment Agreed Upon - \$3,000,000. See Section 1.1 for definition of Clawback Minimum Investment Requirement.
4. Length and Term of the Agreement – Twenty (20) years for each phase of the Project placed in service during the Investment Period. See Section 1.1 for definition of Termination Date.
5. Assessment Ratio Applicable for Each Year of the Agreement – Six percent (6%). See Section 4.1(a).
6. Millage Rate Applicable for Each Year of the Agreement – 282.4 mills. See Section 4.1(a).
7. Is the project to be located in a multi-county park formed pursuant to Article VIII, section 13 of the South Carolina Constitution and Section 4-1-170, -172 and -175 of the Code? Yes, Lancaster-Chesterfield Master Multi-County Park Agreement dated as of December 9, 2013
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.1(c).
10. Will payment amounts be modified using a net present value calculation? No.
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of February 9, 2015 by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County and SILGAN CONTAINERS MANUFACTURING CORPORATION, a _____ corporation (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted on February 9, 2015 (Ordinance No. 2015-1323) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes and the issuance of infrastructure credits (also referred to as special source revenue credits), all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

GENERAL

Section 1.1 The terms that this Section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended.

“Act Minimum Investment Requirement” shall mean an investment in the Project of at least \$2,500,000 by the Company within the Investment Period.

“Clawback Minimum Investment Requirement” shall mean an investment in the Project of at least \$3,000,000 by the Company within the Investment Period.

“Clawback Minimum Jobs Requirement” shall mean the creation, not later than the end of year three of the Investment Period, and maintenance, through the end of the Investment Period, by the Company of at least 18 new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than thirteen dollars and sixty-four cents (\$13.64), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Silgan Containers Manufacturing Corporation, a _____ corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

“County Council” shall mean the Lancaster County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (*i*) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (*ii*) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (*iii*) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements and Equipment, to the extent that Section 12-44-70 of the Act permits.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to Section 12-44-70 of the Act, Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date if authorized by the Act.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day

of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations and Warranties of the County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Fee Agreement; (iii) it has approved this Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Fee Agreement.

Section 2.2 Representations, Warranties, and Intentions of the Company. (a) The Company represents and warrants that it: (i) is or will be validly existing and in good standing under the laws of the state of organization or incorporation; (ii) is or will be authorized to transact business in the State of South Carolina; (iii) has the power to enter into this Fee Agreement; (iv) has by proper action approved this Fee Agreement; and (v) has authorized its officials to execute and deliver this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purposes of manufacturing containers, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company agrees to be a member of the Lancaster County Economic Development Corporation and the Lancaster County Chamber of Commerce for at least one year.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest primarily in Improvements, and Equipment, which comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and Chesterfield County and the Department within 30 days after the date of execution and delivery of this Fee Agreement by all parties.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be collected and enforced as provided in Section 12-44-90 of the Act. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax

exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments if approved by the County.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2014, which is 282.4 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) (1) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for an Infrastructure Credit over five (5) years (commencing at the Company's option) equal to fifty percent (50%) of the FILOT payments attributable to the

Project. The County also agrees to provide an additional Infrastructure Credit for the same five year period equal to fifty percent (50%) of any increase in the payments in lieu of taxes on the Project's real property that is not included in the Fee Agreement. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year and shall apply against the entire FILOT payment due, including any portions that may be allocable to any municipality or school district. In order to provide the Infrastructure Credit as described herein, the County agrees to include the Real Property in a multi-county business park created pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-29-68, 4-1-170 and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended (if not already included in such a multi-county business park), and to keep the Real Property in a multi-county business park for at least the duration of the Infrastructure Credit. The Company acknowledges and agrees that the designation of multi-county park status for the Property requires approval of a partnering county which is a discretionary decision for the partnering county.

(2) The Company agrees to provide to the County Auditor, no later than May 31 of each year, at the Company's expense, a report containing the Company's calculation of the Infrastructure Credits.

(d) The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company. For purposes of determining the amount expended on Infrastructure, the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form of the Department) as equivalent to the cumulative dollar amount expended by the Company on Infrastructure and the amount invested in the Project and for determining whether the Company has met or exceeded the investment requirement in subsection 4.2(b). In addition, the County and the Company agree that the Infrastructure Credits shall first apply to real property and infrastructure other than real property, notwithstanding any presumption under state law to the contrary.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Clawback; Cessation of Operations.

(a) If the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. If terminated, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including

the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require. The Company agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(b) In the event that the Company does not satisfy the Clawback Minimum Jobs Requirement, the Company shall repay to the County one hundred percent (100%) of the Infrastructure Credits received, and any remaining Infrastructure Credits shall be terminated prospectively.

In the event that the Company satisfies the Clawback Minimum Jobs Requirement and the Act Minimum Investment Requirement but does not reach the Clawback Minimum Investment Requirement during the Investment Period, the Company shall be required to repay to the County a portion of the Infrastructure Credits received, and any remaining Infrastructure Credits shall be reduced prospectively in the manner to be calculated as follows:

$$\text{Repayment Amount} = 50\% \times \text{Total Amount of Infrastructure Credits Received} \times [100\% - \text{Investment Achievement Percentage}]$$

$$\text{Investment Achievement Percentage} = (\text{Maximum Investment Achieved During Investment Period} / \$3,000,000), \text{ provided that the Investment Achievement Percentage may not be more than one hundred percent (100\%)}$$

For example, and by way of example only, if the Company achieved a maximum investment of \$2,750,000 and satisfied the Clawback Minimum Jobs Requirement and the Act Minimum Investment Requirement during the Investment Period, and if the Company had received \$100,000 in Infrastructure Credits, the Repayment Amount would be \$4,166.50, calculated as follows:

$$\text{Investment Achievement Percentage} = \$2,750,000 / \$3,000,000 = 91.667\%$$

$$\text{Repayment Amount} = 50\% \times \$100,000 \times [100\% - 91.667\%] = \$4,166.50$$

All future Infrastructure Credits would be reduced by 4.166% in this example also.

(c) Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Infrastructure Credits ends, and this Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.2(c), "ceases operations" means closure of the facility. The provisions of Section 4.2(b) relating to clawback apply if this Fee Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if the Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(d) At the end of the Investment Period and for each year thereafter that the Company receives an Infrastructure Credit, the Company shall certify to the County Auditor on or before May 31 of the applicable year that the Company has complied with the Clawback Minimum Investment Requirement as of the end of the Investment Period, or, if applicable, the Property Tax Year. If the certification is not made on or before May 31 of the applicable year, the Company agrees that the Infrastructure Credits are forfeited for that property tax year.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and
- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act

Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. If the Diminution in Value occurs subsequent to the end of the Investment Period, then the Company is not required to make any retroactive payment that may otherwise be required pursuant to this Fee Agreement, including Section 4.2.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project.

(a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best

reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Fee Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.10 Assignment. The Company may assign this Fee Agreement in whole or in part without prior approval, unless the prior written consent by the County or a subsequent ratification by the County is required by the Act and in that event, such consent or ratification shall not be unreasonably withheld. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act, or in case of a sale of the Company or its assets to a third party who continues the business substantially as it is conducted by the Company.

Section 4.11 No Double Payment. Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year on the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration Expenses. (A) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Fee Agreement, (ii) the preparation, review, approval and execution of other documents related to the Fee Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only in each case if such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of the aforementioned documents.

(B) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits or

infrastructure credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one thousand dollars (\$1000.00).

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate the Fee Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the

Company's failure to meet the Act Minimum Investment Requirement or any contractual investment requirement, other than as expressly set forth in this Fee Agreement.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement;
- (3) unless otherwise provided by law, withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

Silgan Containers Manufacturing Corporation
Attn: Property Tax Manager

1531 Camp Creek Road
Lancaster, SC 29720

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Edward G. Kluiters
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Lancaster County, South Carolina
Attn: County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

WITH A COPY TO:

Lancaster County, South Carolina
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may be modified or amended only in a writing signed by the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. This special source revenue credit or infrastructure credit shall be separate from and in addition to the Infrastructure Credits. This paragraph shall apply to provide the benefits of the negotiated FILOT as contemplated herein for tax year 2015 if it is determined that the Fee Agreement on its face is not applicable for such year.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement, any multi-county park documents, and any other documents executed substantially contemporaneously therewith, express the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in such documents or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____, Chair, County Council

_____, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

**SILGAN CONTAINERS
MANUFACTURING CORPORATION**

Signature: _____

Name: _____

Its: _____

**EXHIBIT A
REAL PROPERTY**

1531 Camp Creek Road, 11.55 acre parcel, Tax Map No. 0068-00-035.00



Lancaster County Council Agenda Item Summary

Date of Request: 1-5-15

Contact Person / Sponsor: Steve Willis

Department: 021 - Administration

Issue under Consideration:

Amending the Master Agreement for the Multi-County Business Park with Chesterfield County to include a new parcel.

Points to Consider:

This is part of an economic development incentive package.

The parcel number is 0068-00-035.00 on Camp Creek Road.

Funding and Liability Factors:

N/A

Options:

Council may approve or reject the ordinance.

Recommendations:

Staff recommends approval.

Attachments: Ordinance

Sign off by: (initial)

County Administrator AW

Finance Director _____

County Attorney JW

Other staff _____

Received by Clerk to Council on 1-5-15

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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)
)

ORDINANCE NO. 2015-1324

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 TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (ONE PARCEL – SILGAN CONTAINERS MANUFACTURING 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) Lancaster County, South Carolina (“Lancaster County”) is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a “Multi-County Park”); and

(2) Lancaster County and Chesterfield County, South Carolina (“Chesterfield County”), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the “Park Agreement”); and

(3) the Park Agreement provides that property may be added to the Multi-County Park upon the passage of approving ordinances enacted by the respective county councils.

(b) It is the purpose of this ordinance to approve the addition of the following property to the Park Agreement: One parcel owned by Silgan Containers Manufacturing Corporation (Tax Map No. 0068-00-035.00).

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Master Multi-County Park Agreement dated December 9, 2013 to read:

/EXHIBIT A (Lancaster County)
Lancaster County Property

A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:

U.S. 521 –Northfield Drive-Business Park

<u>Tax Map No.</u>	<u>Owner</u>
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

Lancaster County Air Rail Park

<u>Tax Map No.</u>	<u>Owner</u>
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

S.C. 9 – U.S. 521 By-Pass Business Park

<u>Tax Map No.</u>	<u>Owner</u>
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax
0068-00-018.07	Nutramax
0068-00-018.03	Risc LLC (Cooley Bldg)

S.C. 160 - McMillian Park

<u>Tax Map No.</u>	<u>Owner</u>
--------------------	--------------

0007-00-008.00
0007-00-008.03
0007-00-008.05

DVG Real Property LLC
Allegiance (Cardinal Health)
Kennametal

B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:

1320 Camp Creek Road

Tax Map No.

Owner

0068F-0B-007.00

RAL Industries LLC

C. Properties included pursuant to Lancaster County Ordinance No. 2015-1323, enacted on February 9, 2015 and effective February 9, 2015:

1531 Camp Creek Road

Tax Map No.

Owner

0068-00-035.00

Silgan Containers Manufacturing
Corporation/

Section 3. Preparation of amended Park Agreement.

When Chesterfield County has passed an ordinance approving the addition of property as provided in this ordinance, the County Administrator shall cause to be prepared an amended Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the amended Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

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, resolutions, policies, procedures and actions, 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 9th 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 12, 2015	Tentative
Second Reading:	January 26, 2015	Tentative
Public Hearing:	February 9, 2015	Tentative
Third Reading:	February 9, 2015	Tentative

Approved as to form:

John L. Weaver, County Attorney

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Lancaster County Council Agenda Item Summary

Date of Request: November 4, 2014

Contact Person / Sponsor: Andy Rowe

Department: Planning

Issue under Consideration:

1st Reading January 12, 2015

Rezoning application of Bobby Knight to rezone ± 3.63 acres from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/ Manufactured Housing/Agricultural District. The applicant has placed a 28'x 68' manufactured home with a 20'x 20' screened porch on the property for a use of a Temporary Dependent Care Residence. This permit has been obtained from the Lancaster County Zoning Department to care for the applicant's Mother. The applicant wishes to keep the mobile home permanently on the property after the Temporary Dependent Care Permit has ended by rezoning the parcel. The applicant's Temporary Dependent Care Permit will expire on March 21, 2015. Under the current UDO standards the Temporary Dependent Care Permit will be renewed in three month increments (Exhibit (6) 4.1.23-Temporary Dependent Care Residences).

Points to Consider:

The property is surrounded by R-30.

A mobile home and house currently occupies the site. The applicant also has a Temporary Dependent Care Permit that allows a mobile home to be placed on the property for use of Temporary Dependent Care Residence.

There are several mobile homes that are located along John Truesdale road.

Issues of "spot zoning".

The Future Land Use Map identifies this property as residential, but does not distinguish between site built homes and manufactured homes. This proposed zoning map amendment would create a R-30D zone of ± 3.63 acres at this location. Thus, "spot zoning" should be addressed.

Although the circumstances of the applicant's mother are unfortunate, based on the zoning map a manufactured home does not conform to the area.

Funding and Liability Factors:

Issues of "spot zoning"

Options:

N/A

Recommendations:

It is therefore the recommendation of the planning staff that the rezoning request for the property be DENIED.

Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, November 18, 2014 the Commission voted to APPROVE the rezoning application of Mr. Bobby Knight by a vote of (7-0).

On the Planning Commission Minutes found online is one letter against the rezoning of this property.

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.

Attachments: Staff Report, Maps, Ordinance

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on 1-5-15 PN



LANCASTER COUNTY - Zoning Department

101 N MAIN ST
LANCASTER, SC 29720
Phone: 803.416.9777 Fax: 803.416.9797

Exhibit
3

ZONE - Zoning Permit

APPLICANT BOBBY KNIGHT

PERMIT NUMBER	DATE APPLIED	DATE ISSUED	FEES DUE	FEES PAID
Z-14-0350	Mar 21 2014	Mar 21 2014	0	\$ 35.00

Location: 1702 JOHN TRUESDALE RD
Lancaster, SC 29720

Zoning District R-30 (Low Density
Residential/Agricultural
District)

Parcel # 0060-00-100.00

Structure

Occupancy Type

Subdivision	Zoning	SetBacks	Utilities
	Property: Flood:	Front 40 Left 20 Rear 25 Right 20	Water: LCWSD Electric: Sewer: Private Septic Gas:
			Legal Map: Lot:

Height:
Stories:
Units:

Primary Structure: ☒

Owner
BOBBY KNIGHT
1702 JOHN TRUESDALE RD
LANCASTER, SC 29720
704 488 1495 Mobile

Contractor
BOBBY KNIGHT (704 488 1495)

Description of Work

MOBILE HOME - TEMPORARY DEPENDENT CARE RESIDENCE - SEE SECTION 4.1.23

Directions

NOTICE

- 1) ALL ADDITIONS AND/OR DETACHED STRUCTURES SHALL BE AT LEAST 5 FT FROM ALL SEPTIC LINES/TANK.
- 2) ALL ACCESSORY STRUCTURES SHALL BE AT LEAST 100 FT FROM THE FRONT "RIGHT OF WAY" OR COMPLETELY BEHIND THE FRONT "WALL LINE" OF THE PRINCIPAL BUILDING.
- 3) COMMERCIAL USE OF THIS STRUCTURE/ADDITION IS NOT PERMITTED.
- 4) ANY STRUCTURE OR ADDITION ERECTED WITHIN A FLOOD ZONE SHALL COMPLY W/ LOCAL FLOOD PLAIN ORDINANCES.
- 5) RECORDED PLAT AND DEED REQUIRED FOR PERMITTING
- 6) SEE ALL APPLICABLE DEED AND/OR COVENANT RESTRICTIONS

Signature of Home Owner/Contractor/Authorized Agent

Zoning Official or Designee

Date

Date

RZ-014-027
Zoning Map

Exhibit 4



SUNNY

JOHN EVERALL
FEATHERY

KNIGHT

COUNTRY MEADOWS

Subject Property



FEELLY
CAMP CREEK





Exhibit 4

RZ-014-027
Future Land Use Map

Low Density Residential

Residential

FEATURE

KNIGHT

COUNTRY MEADOWS

Residential

Residential

Residential

SUNNY

Residential

JOHN EVERALL

FEATHRY

Residential

Subject Property

JOHN TRUESDALE

Residential

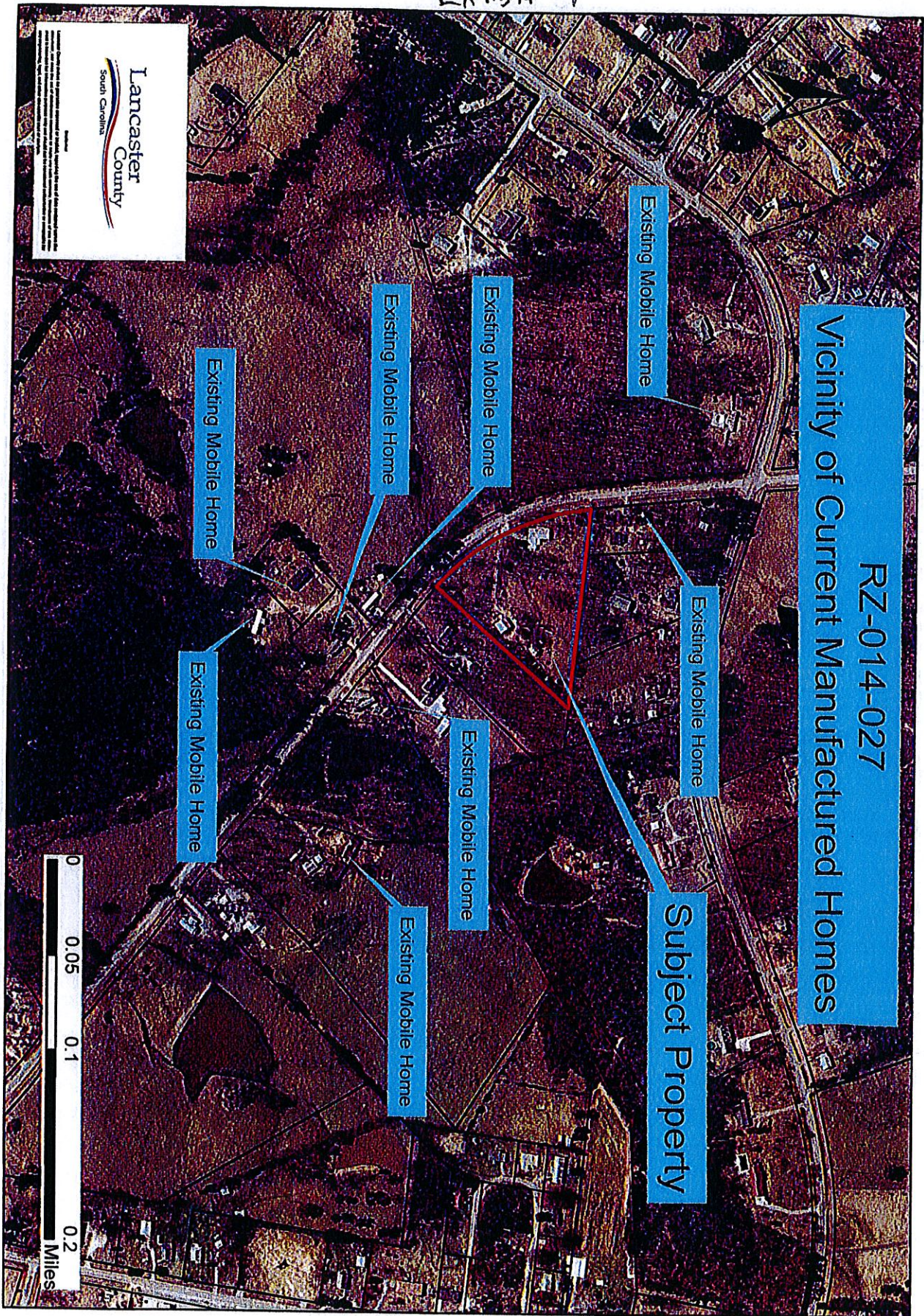
FELLY

CAMP CREEK



Lancaster County is not responsible for any errors or omissions in this map. The user of this map assumes all liability for any use of the map. The map is provided as a reference only and should not be used for any legal or financial purposes.





PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Rezoning application of Bobby Knight to rezone ±3.63 acres from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District. The applicant has placed a 28'x 68' manufactured home with a 20'x 20' screened porch on the property for a use of a Temporary Dependent Care Residence. This permit has been obtained from the Lancaster County Zoning Department to care for the applicant's Mother. The applicant wishes to keep the mobile home permanently on the property after the Temporary Dependent Care Permit has ended by rezoning the parcel. The applicant's Temporary Dependent Care Permit will expire on March 21, 2015. Under the current UDO standards the Temporary Dependent Care Permit will be renewed in three month increments (Exhibit (6) 4.1.23-Temporary Dependent Care Residences).

Property Location: The property is located at 1702 John Truesdale Road, Lancaster County, South Carolina.

Legal Description: Tax Map 60, Parcel 100.

Zoning Classification: Current: R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District.

Voting District: District 3- Bob Bundy

B. Site Information

Site Description: A mobile home and house currently occupies the site. The applicant also has a Temporary Dependent Care Zoning Permit that allows a mobile home to be placed on the property.

C. Vicinity Data

Surrounding Conditions: The property is surrounded by R-30, Low Density Residential/Agricultural District. There are several mobile homes that are located along John Truesdale road.

Exhibits

1. Rezoning Application
2. Location Map/Tax Parcel Map
3. Zoning Permit
4. Map of Current Manufactured Homes
5. Tax Inquiry Sheet
6. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12 Manufactured Homes/4.1.23-Temporary dependent care residences

7. Table of Uses
8. Correspondence

II. Findings

Code Considerations:

The R-30, Low Density Residential/Agricultural District, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

The R-30D, Low Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-30 district except for the following:

- a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see Section 4.1.12).
- b. This zoning district classification should be used when designating new areas for allowing manufactured housing.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as residential, but does not distinguish between site built homes and manufactured homes. This proposed zoning map amendment would create a R-30D zone of ± 3.63 acres at this location. Thus, the concept of “spot zoning” should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area, *for the benefit of the owners of that property* and to the detriment of other owners. Although the circumstances of the applicant’s mother are unfortunate, based on the zoning map a manufactured home does not conform to the area.

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property be **DENIED**.

Date of 1st Reading: 1-12-15
 Approved Denied No Action

V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, November 18, 2014 the Commission voted to **APPROVE** the rezoning application of Bobby Knight by a vote of (7-0).



RZ-014-027
Vicinity Map

Subject Property



Lancaster
County
South Carolina

Lancaster County is not responsible for any errors or omissions in this map. The user of this map is advised to verify the accuracy of the information shown on this map by consulting the official records of the County of Lancaster, South Carolina. The County of Lancaster is not responsible for any damages or losses resulting from the use of this map.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1325

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF MARY ALICE STROUD KNIGHT, LOCATED AT 1702 JOHN TRUESDALE ROAD FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30D, 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) Bobby Knight applied to rezone property located at 1702 John Truesdale Road from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing District/Agricultural District.

(b) On November 18, 2014, 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-30D, 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. 0060-00-100.00.

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 ____ 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: 1-12-15
Second Reading: 1-26-15
Third Reading: 2-9-15

Approved as to form:

County Attorney

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Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2015

Contact Person / Sponsor: Steve Willis - Motor Veh. Comm.

Department: 021 - Administration

Issue under Consideration:

Including language within the Procurement Code to allow for fleet standardization.

Points to Consider:

The proposed change would allow for specific makes or models to be specified when procuring vehicles.

This allows us to reduce costs and increase efficiency. For example, we do not have to stock a full-line of parts on specific types of vehicles such as backhoes. This also allows us to spend our training dollars more wisely by training staff on repairs and maintenance of specific equipment versus trying to be proficient in multiple brands. In short, it allows us to have maintenance technicians that are a master at one trade versus just being semi-proficient on many vehicles.

We save cost by stocking only a single brand of parts versus, for example, air filters for 10 different makes/ models.

Funding and Liability Factors:

N/A

Options:

Council may accept or reject the proposed ordinance.

The ordinance has been vetted by our Procurement staff and comes as a recommendation from the Motor Vehicle Committee upon the advice of Brandon Elliott. I would defer to any committee members for comments.

Recommendations:

Staff recommends approval of the proposed ordinance.

Attachments: Ordinance

Sign off by: (initial)

County Administrator AW

Finance Director _____

County Attorney JW

Other staff _____

Received by Clerk to Council on 1-5-15

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1326

COUNTY OF LANCASTER

)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 2-266 OF THE LANCASTER COUNTY CODE OF ORDINANCES RELATED TO PROCUREMENT PROCESS EXEMPTIONS SO AS TO ADD USE OF BRAND NAME OR EQUAL PURCHASE DESCRIPTIONS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Section 2-266.

Section 2-266 of the Lancaster County Code, as last amended by Ordinance No. 1076, is further amended to read:

Sec. 2-266. - Procurement procedures exemptions – use of brand names.

(a) The following specific supplies or services are exempt from the procurement procedures:

- (a1) Published books, periodicals, and pamphlets;
- (b2) Professional dues, membership fees and seminar registration fees;
- (c3) Utilities including gas, electricity, water, and sewer;
- (d4) Postage stamps and postal fees;
- (e5) Travel;
- (f6) Bank payments; and
- (g7) Legal services, subject to the approval of the County Administrator.

(b) Use of brand name or equal purchase descriptions

The use of brand name or equal purchase descriptions may be advantageous under certain circumstances.

- (1) Brand name or equal purchase descriptions must include, in addition to the brand name, a general description of those salient physical, functional, or performance characteristics of the brand name item that an "equal" item must meet to be acceptable for award.
- (2) Brand name specification, make, and model may be used in reference to they type of motor vehicle designated for fleet standardization by the Fleet Operations Director.

(Ord. No. 1076, § 1, 12-13-10)

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, 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	(TENTATIVE)
Second Reading:	January 26, 2015	(TENTATIVE)
Third Reading:	February 9, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2015

Contact Person / Sponsor: Steve Willis, County Administrator

Issue under Consideration:

This 2015 Ordinance has been drafted so as to amend and rewrite Ordinance 851, passed by Council in 2007. The purpose of the 2007 Ordinance was to establish the method of selecting an outside attorney or law firm to handle the county's legal issues. Because Lancaster County now has an in-house, Lancaster County employee as its County Attorney, it was necessary to amend the ordinance to conform to the employment situation now existing.

Points to Consider:

The County Attorney now is selected by and is answerable directly to the County Administrator. Members of County Council will continue to have full access to the County Attorney for legal matters regarding policy and procedures. This Ordinance is not intended to change that prior relationship.

The duties and responsibilities of the County Attorney noted in the 2015 Ordinance have been expanded so as to define with more specificity the various work tasks encountered daily.

Funding and Liability Factors:

The position of an in-house County Attorney, including salary, benefits, office expenses and administrative assistance previously has been funded in the FY 2015 county budget.

Recommendations:

Ordinance 2015-1327 should be passed by Council and incorporated into the Lancaster County Code of Ordinances.

Attachments: None

Sign off by: (initial)

County Administrator AW

Finance Director _____

County Attorney JW

Other staff _____

Received by Clerk to Council on 1-5-15 OA

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1327

)

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE SELECTION, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney upon the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall select a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county. He has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development issues; attendance at conferences and meetings; legal opinions; legal research; drafting ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. He provides legal consultation with County departments, Elected Officials, and certain Boards and Commissions. He provides labor

and employment advice on human resource issues. He is involved professionally with the SC Bar, Lancaster County Bar and the South Carolina Association of Counties.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the County Administrator.

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: 1-12-15
Second Reading: 1-26-15
Third Reading: 2-9-15

Approved as to form:

County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 2, 2014

Contact Person / Sponsor: Andy Rowe

Department: Planning

Issue under Consideration:

This is the application of Zoning Department/Lancaster County for a proposed text amendment of Section 4.1.23 Subsection 2, Temporary dependent care residences. The proposed amendment would allow building and zoning officials to issue permits for one (1) year increments, rather than the current three (3) month increments.

Points to Consider:

This is a proposed text amendment of Lancaster County UDO Section 4.1.23 Subsection 2. This amendment would remove and replace existing text to allow the building and zoning officials to issue temporary dependent care residence permits to one (1) year increments.
The proposed text amendment if adopted would allow Lancaster County building and zoning officials to issue permits for up to a year, which would grant citizens to only provide a doctors note once a year to renew the temporary dependent care permit.

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

Planning Staff recommends that this proposed text amendment be approved.
At the Lancaster County Planning Commission meeting on Tuesday, November 18, 2014 the Commission voted to approve the text amendment by a vote of (7-0) with the following condition: The Zoning Administrator is authorized to order the removal of the structure at the termination of the dependent care with a period of up to 90 days.

Attachments: Staff Report, Ordinance

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on 1-5-15 ON

SUBMIT

PLANNING STAFF REPORT

I. Facts:

A. General Information

The following is a proposed text amendment to the Lancaster County Unified Development Ordinance by Kenneth Cauthen, Lancaster County Zoning Administrator to amend the text of Chapter 4, Conditional and Special Exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences.

Section 4.1.23 Subsection 2

Old Text: Permits for temporary dependent care residences authorized under this section shall be valid for a period of 12 months from the date of issuance, except the building and zoning official may renew such a permit in three (3) month increments if a written certificate from a licensed physician is obtained which states there is still a need for direct custodial care between the occupant(s) of the principal residence on such a lot and the occupants of the manufactured home.

Proposed Text: Permits for temporary dependent care residences authorized under this section shall be valid for a period of 12 months from the date of issuance, except the building and zoning official may renew such a permit in **one (1) year increments** if a written certificate from a licensed physician is obtained which states there is still a need for direct custodial care between the occupant(s) of the principal residence on such a lot and the occupants of the manufactured home.

II. Findings:

The text amendment is to amend Chapter 4, Conditional and Special Exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences. The proposed text amendment if adopted would allow Lancaster County Building and Zoning officials to renew Temporary Dependent Care Permits for up to a year. Currently a citizen is granted a Temporary Dependent Care Permit for 12 months. After the initial permit has expired the citizen must provide a doctor's note every 3 months to renew the permit. If the proposed text amendment is adopted citizens will receive the initial 12 month permit, and be able to renew the Temporary Dependent Care Permit for another 12 months. This allows the citizen to only provide a doctors note once a year rather than every three months.

III. Recommendation:

It is the recommendation of the planning staff that the above text amendment be **approved.**

IV. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, November 18, 2014 the Commission voted to **APPROVE** the text amendment by a vote of (7-0) with the following condition: The Zoning Administrator is authorized to order the removal of the structure at the termination of the dependent care with a period of up to 90 days.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1328

)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTER 4, CONDITIONAL AND SPECIAL EXCEPTION USES, SECTION 4.1.23 SUBSECTION 2, TEMPORARY DEPENDENT CARE RESIDENCES OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE.

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

Section 1. TEMPORARY DEPENDENT CARE RESIDENCES

Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance is amended by adding:

Section 4.1.23 Subsection 2, Temporary Dependent Care Residences.

Permits for temporary dependent care residences authorized under this section shall be valid for a period of 12 months from the date of issuance, except the building and zoning official may renew such a permit in ~~three (3) month increments~~ one (1) year increment if a written certificate from a licensed physician is obtained which states there is still a need for direct custodial care between the occupant(s) of the principal residence on such a lot and the occupants of the manufactured home.

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.

Ordinance No. 2015-1328

Page 1 of 2

COLUMBIA

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 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 12, 2015
Second Reading: January 26, 2015
Third Reading: February 9, 2015

Approved as to form:

County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 12, 2015

Contact Person / Sponsor: Penelope G. Karagounis

Department: Planning Department

Issue under Consideration:

Text Amendment to the Lancaster County Unified Development Ordinance by Lancaster County to amend the the text of Chapter 2, Zoning Districts and Zoning Map, Section 2.1.5 Overlay Districts, Subsections 7 (b) (1) (Highway Corridor District).

Points to Consider:

We are deleting the "partially within" language to reflect what County Council passed for the Highway Corridor Overlay District rezoning application (Ordinance 2014-1310).

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

The Planning Department and the Planning Commission recommend to approve the following text:

"The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on or within, one thousand feet (1,000') of the right-of-way of the designated highway."

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

Attachments: _____

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on _____

PLANNING STAFF REPORT

I. Facts

A. General Information

The following is a proposed text amendment to the Lancaster County Unified Development Ordinance by Lancaster County to amend the text of Chapter 2 Zoning Districts and Zoning Map, Section 2.1.5 Overlay Districts, Subsection 7(b)(1) (Highway Corridor Overlay District).

Section 2.1.5 Subsection 7(b)(1)

Old Text: The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on, within or partially within one thousand feet (1,000') of the right-of-way of the designated highway.

Proposed Text: The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on or within, one thousand feet (1,000') of the right-of-way of the designated highway.

B. Exhibits

1. Ordinance No. 2014-1271 (Highway Corridor Overlay District Text)
2. Ordinance No. 2014-1301 (Highway Corridor Overlay District Amendment)

II. Findings

The text amendment is to amend Chapter 2 Zoning Districts and Zoning Map, Section 2.1.5 Overlay Districts, Subsection 7(b)(1) (Highway Corridor Overlay District). The proposed text amendment if adopted would allow property owners within the Highway Corridor Overlay to decide if they want to abide by the requirements set forth in the ordinance beyond the initial required 1,000 feet. Currently an affected property owner must follow the guidelines for their entire parcel, not just in the area 1,000 feet or less from the right of way. County Councilman Mr. Bob Bundy along with the rest of County Council felt each property owner should have the right to decide whether their entire parcel must follow the design requirements. This text amendment preserves the rights of property owners while maintaining the integrity of the Highway Corridor Overlay District.

Date of 1st Reading: _____ Date of 2nd Reading: _____ Date of 3rd Reading: _____
__Approved __ Denied __ No Action __Approved __ Denied __ No Action __Approved __ Denied __ No Action

III. Recommendation

It is the recommendation of the planning staff that the above text amendment be **approved**.

IV. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, December 16, 2014 the Commission voted to **APPROVE** the text amendment by a vote of (5-0).

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)
ORDINANCE NO. 2015-1329

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTER 2 ZONING DISTRICTS AND ZONING MAP, SECTION 2.1.5 OVERLAY DISTRICTS, SUBSECTION 7 (b) (1) (HIGHWAY CORRIDOR OVERLAY DISTRICT) OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE.

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

Section 1. HIGHWAY CORRIDOR OVERLAY DISTRICT

To delete “partially within” in Section 2.1.5 Overlay Districts, subsection 7 (b) (1) Highway Corridor Overlay District of the Lancaster County Unified Development Ordinance is amended by adding:

Section 2.1.5 Overlay Districts, subsection 7 (b) (1) Highway Corridor Overlay District

The County Council shall designate the property that is subject to the provisions of this subsection by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on or within, ~~or partially within~~ one thousand feet (1,000') of the right-of-way of the designated highway.

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.

Ordinance No. 2015-1329

Page 1 of 2

COLUMBIA

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 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 12, 2015
Second Reading: January 26, 2015
Third Reading: February 9, 2015

Approved as to form:

County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Jack Estridge

Department: Council

Issue under Consideration:

Capturing 7% of Keer FILOT for Economic Development Fund. This is the fund that is controlled by County Council and can be disbursed only upon the direction of Council for economic development purposes.

Points to Consider:

Currently none of the FILOT funding would be placed in the Economic Development Fund (we have not yet collected any FILOT on this project). Should Council desire to do so, we would need to amend the FILOT ordinance. Of course, funds placed in the fund would be subtracted from amounts currently slated to go to the School District and County General Fund.

Funding and Liability Factors:

Council can select any percentage from 0% to 7% for this fund. We will need guidance on Council's desires in order to prepare an ordinance for Council's consideration.

Options:

Council may elect not to place any FILOT funds into the account, 7% of the FILOT funds into the account, or any percentage less than 7%.

Depending upon the direction of Council, an ordinance would be needed to amend the FILOT documents.

Recommendations:

Via e-mail Councilman Estridge recommended capturing 7% of the FILOT stream and placing it in the Economic Development Fund.

Attachments: None

Sign off by: (initial)

County Administrator AW

Finance Director _____

County Attorney JW

Other staff _____

Received by Clerk to Council on 1-5-15 AW

Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Discussion on size of Solid Waste Advisory Committee.

Points to Consider:

Kara Drane from the Council of Governments has just about wrapped up the revisions to our Solid Waste Plan, as required by SC DHEC. Once the review has been completed, it will be brought to County Council for consideration and adoption via ordinance.

By statute the Solid Waste Advisory Committee must be made up of 1/3 County Council appointees, 1/3 Municipal appointees, and 1/3 representatives appointed by County Council but who represent the solid waste industry and environmental groups.

Council needs to determine if we want to have a 6 person committee or 9 person committee.

Funding and Liability Factors:

N/A as to composition of the committee.

Options:

6 person committee:

two appointed by County Council - would recommend Jeff Catoe and Sonny Connor

two appointed by municipalities - would recommend 1 from City of Lancaster and 1 representing both Heath Springs and Kershaw

two appointed to represent specified groups - 1 from the solid waste industry and 1 from environmental concerns

9 person committee:

three appointed by County Council - would recommend Jeff Catoe, Sonny Connor, and a citizen at large

three appointed by municipalities - would recommend 1 each from City of Lancaster and towns of Heath Springs and Kershaw

three appointed to represent specified groups - 2 from the solid waste industry and 1 from environmental concerns

Recommendations:

Staff recommends the 6 person committee.

Attachments: None

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on 12-22-14/101

Lancaster County Council Agenda Item Summary

Date of Request: 12-31-14

Contact Person / Sponsor: Larry Honeycutt

Department: Administration/Commissions

Issue under Consideration:

Appointment of James Barnett to fill an unexpired term on the Planning Commission

Points to Consider:

Keel Kelly has resigned on the Planning Commission

Funding and Liability Factors:

n/a

Options:

Recommendations:

Appoint Mr. James Barnett to serve the unexpired term on the Planning Commission

Attachments: n/a

Sign off by: (initial)

County Administrator JH

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 15-15 DN

Lancaster County Council Agenda Item Summary

Date of Request: 12/10/2014

Contact Person / Sponsor: Morris Russell

Department: Fire Rescue

Issue under Consideration:

Listing of Assistance to Firefighters Grants program applications submitted during the thirty day open submission period that ended December 5, 2014. This list is informational for County Council as they plan the 2015/2016 fiscal budget taking into account the possible grant match that would be needed should the grant requests be funded. See attached 2014 AFG Grant spreadsheet. Please note Department of Homeland Security may begin awarding AFG grants prior to the start of the next fiscal year. The budgeted funds for 14/15 fiscal budget grant match were not expended due to only a few grants being awarded.

Points to Consider:

- 1.) List of Assistance to Firefighters Grants by fire department.
- 2.) Amount of grant match that would be required if the requests are funded.
- 3.) Although the Command Post is a high priority ranked request item, its price point relegates that type award to only a few awards for this type vehicle. Lancaster County will be well served should it be awarded.

Funding and Liability Factors:

See attached 2014 AFG Grant spreadsheet for more detailed information.
Total Grants requested - \$2,547,761.00
Total Grant Match required if all are funded - \$192,464.00

Options:

Grant matching amount may be approved as part of the budget in total as part of the budget process or on a case by case basis after the grant award has been offered and prior to acceptance.

Recommendations:

Fire Rescue Department recommends County Council plan for the grant match in the fiscal budget alleviating the need for individual fire departments having to apply to be on Council's agenda if and when their grant application is approved. Fire Rescue Department will forward to the County Finance Director the grant match requests once the departments have received their awards and have expended the amount of the grant.

Attachments: 2014 AFG Grant Submissions spreadsheet

Sign off by: (initial)

County Administrator 

Finance Director 

County Attorney 

Other staff _____

Received by Clerk to Council on 1-5-15

**2014 AFG Grant
Submissions**

		Full Request	% Matc Match Amount
Station 1	DID NOT APPLY		
Station 2	DID NOT APPLY		
Station 3	DID NOT APPLY		
Station 4	DID NOT APPLY		
Station 5	DID NOT APPLY		
Station 6	DID NOT APPLY		
Station 7	Wildland Gear EMW-2014-FO-03203	\$ 14,465.00	5% \$ 688.00
Station 8	DID NOT APPLY		
Station 9	Washer/Extractor & Dryer EMW-2014-FO-01610	\$ 17,075.00	5% \$ 813.00
Station 9 Regional *	Communications Equipment EMW-2014-FR-0030	\$ 560,974.00	10% \$ 50,997.00
Station 10	DID NOT APPLY		
Station 11 regional**	Mobile Air & Light Vehicle EMW-2014-FV-90074	\$ 450,000.00	10% \$ 25,000.00
Station 12	Washer/Extractor & Dryer EMW-2014-FO-005629	\$ 17,020.00	5% \$ 810.00
Station 14	Portable Radios (10) / Turnout Gear (10) EMW-2014-FO-06969	\$ 110,000.00	5% \$ 5,238.00
Station 15	Breathing Air Compressor & Fill EMW-2014-FO-04900	\$ 53,568.00	5% \$ 2,550.00
Station 16	Communications Equipment (Mobile and Portable 800 MHz Radios) EMW-2014-FO-00657	\$ 53,784.00	5% \$ 2,561.00
Station 17	DID NOT APPLY		
Station 18	Washer/Extractor & Dryer EMW-2014-FO-06679	\$ 17,075.00	5% \$ 813.00
Station 18	Tanker EMW-2014-FV-02157	\$ 253,800.00	5% \$ 12,085.00
Station 19	DID NOT APPLY		
Lancaster Co. Fire Rescue	Mobile Communications & Command Vehicle EMW-2014-FV-02406	\$1,000,000.00	10% \$ 90,909.00
		\$ 2,547,761.00	\$ 192,464.00

* Station 9 Regional for Stations 2, 9, 11, 12, 15, 18, EMS Station 5, EMS Station 6, EMS Station 7, EMS Station 3, Great Falls Fire Dept. - 103 Portable Radios, 36 Mobile Radios, 3 Mobile Repeaters, 2 Base Stations

** Station 11 Regional Grant - All Lancaster County Fire Departments and EMS - Mobile Air Supply and Light \$450,000.00 Apparatus, \$200,000.00 to be paid for by KFD, \$225,000.00 Requested From AFG, 10% Match \$25,000.00

Lancaster County Council Agenda Item Summary

Date of Request: December 22, 2014

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Lease rate for HOPE.

Points to Consider:

The current exemption from paying the monthly lease amount of \$225 expires at the end of 2014. Past Councils approved a waiver during the high unemployment/ economic downturn to allow HOPE to utilize resources to meet the needs of our citizens.

Council must consider if it desires to extend the monthly fee waiver.

Funding and Liability Factors:

\$225 per month/ \$2,700 per year lease payment

Options:

Extend the payment waiver for some further period of time.

Discontinue the payment waiver.

Recommendations:

The unemployment situation has drastically improved since Council initially took this action. The need for HOPE remains however.

If Council does not desire to continue the payment waiver, I would recommend making the waiver termination on June 30, 2015 to coincide with the new fiscal year.

Attachments: None

Sign off by: (initial)

County Administrator SW

Finance Director _____

County Attorney (TW)

Other staff _____

Received by Clerk to Council on 04 1-5-15

Lancaster County Council Agenda Item Summary

Date of Request: January 5, 2015

Contact Person / Sponsor: Steve Willis

Department: 021 - Administration

Issue under Consideration:

Offer to purchase County property.

Points to Consider:

This is simply an offer. The actual transfer of County owned property would require an ordinance and a public hearing.

The offer is being made through a Realtor. I did inquire if this might be a major job creator in light of the low price being offered. The answer was negative. The buyer would need to make extensive modifications to the building and made the offer amount accordingly.

Funding and Liability Factors:

The parcel in question has an appraised value of \$965,000. A copy of the summary sheet is attached.

The offer is \$400,000.

Options:

Council may accept or reject the offer.

Recommendations:

The staff recommendation is to reject the offer.

Attachments: Appraisal summary sheet/ offer sheet

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney 

Other staff _____

Received by Clerk to Council on _____

Tedford & Associates

Appraisal of 3888 Chester Hwy, Lancaster County, S.C.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

This summary must remain attached to the accompanying report in order for the value opinions cited herein to be considered valid.

Effective Date of Appraisal:	June 10, 2013
Date Property Observed:	June 10, 2013
Date of Report:	June 25, 2013
Property Location:	3888 Chester Hwy, Lancaster County, SC
Site Size:	15.576 Acres
Building Size:	27,180 Square Feet
Tax Map Number:	0066-00-033.00
Property Owner:	County of Lancaster
Legal Reference:	Deed Book 493, Page 222 & 671, Page 267
Zoning:	I-1
Highest & Best Use:	Light Industrial
Interest Appraised:	Fee Simple
Value Indications:	
Income Approach:	Not Used
Sales Comparison Approach:	\$ 965,000
Cost Approach:	Not Used
Land Value:	\$ 345,000
Adopted Value	\$ 965,000

LANCASTER COUNTY COUNCIL MINUTES

AUGUST 12, 2013

PAGE 4

1. For a straight arm's length sale we set an "asking" price for \$965,000. This would protect the taxpayer's investment in the property if someone is simply looks to acquire the property.
2. For a project coming through Economic Development we simply note that the appraised value is \$965,000, but that price is certainly negotiable based upon the number and types of jobs that would result from a new project.

Mr. Willis noted that in both cases the final decision on whether or not to sell or convey any county real asset, and if so what price, rests with County Council and such requires the ordinance and public hearing process which gives opportunity for consideration and public input.

MOTION was made by Charlene McGriff to move forward with the two-pronged approach as stated by Mr. Willis. SECONDED by Brian Carnes. Passed 7-0.

Restrictions of truck traffic on two county roads in Indian Land

Steve Willis informed Council the upon a request from Councilman Carnes to review the truck traffic on Sandra Lane, we contacted Keck & Wood Engineering which handles the County Transportation Committee work. Their report (attached to these minutes as schedule C) recommends closing Sandra Lane to truck traffic as well as the recommended signage from the Federal Manual of Uniform Traffic Control Devices.

At the same time, a member of the County Transportation Committee requested a similar study to Shirley Drive. (The report is attached to these minutes as Schedule C.)

MOTION was made by Brian Carnes that county roads Sandra Lane and Shirley Drive be restricted to prohibit truck traffic, pursuant to the engineering report called for in section 26-30. A copy of the report will be maintained with both the County Clerk and the Public Works office. SECONDED by Larry Honeycutt. Passed 7-0.

Potential donation of property for Habitat for Humanity

Steve Willis reported that we have been contacted by Wells Fargo regarding a potential donation of property to Habitat for Humanity. The request is that Lancaster County accept the property and convey it to Habitat for Humanity. This will require a public hearing and three readings of an ordinance. There should be no legal expenses to Lancaster County other than drawing up the ordinance and reviewing the legal documents associated with the transfers of property. Mr. Willis is also requesting that County consider waiving permit fees associated with the planned demolition of the current structure.



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **Stephen Young** a(n) individual ("Buyer"), and **Lancaster County, SC** a(n) governmental entity ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property"**: (Address) 3888 Chester Highway, Lancaster, SC

☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County; consisting of approximately _____ acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ At Page (s) _____, _____ County, consisting of _____ Acres.

☒ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference, (For information purposes, the tax parcel number of the Property is 0066-00-033.00) together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all property, if any, itemized on Exhibit _____.

(b) \$400,000.00 "Purchase Price" shall mean the sum of Four Hundred Thousand & 00/100 Dollars, payable on the following terms:

(i) \$5,000.00 "Earnest Money" evidenced by check ☒ or other ☐, payable to The Tuttle Company and held uncashed until acceptance and deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations to be held in trust by The Tuttle Company, as Escrow Agent. Earnest Money shall be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

(ii) \$ To be determined Proceeds of a new loan in the amount of To be determined Dollars for a term of TBD years, at an interest rate not to exceed 5.5%, or such other terms as may be set forth on Exhibit N/A. Buyer shall pay all costs associated with any such loan.

(iii) \$N/A Delivery of a promissory note secured by a ☐ deed of trust, or ☐ purchase money mortgage, said promissory note in the amount of N/A Dollars (\$) being payable over _____ months in equal monthly installments (\$) of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent () per annum, with the first principal payment beginning on the first day of the second month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust or purchase money mortgage given hereunder, Seller's remedies shall include all remedies allowed by South Carolina law. If the deed of trust or purchase money mortgage given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit _____. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

(iv) \$N/A Assumption of that unpaid obligation of Seller secured by a deed of trust or purchase money mortgage on the Property, such obligation having an outstanding principal balance of \$_____ and evidenced by a note bearing interest at the rate of _____ percent (%) per annum, or _____. Buyer shall pay all costs associated with any such assumption, including any assumption fee charged by the lender.

(v) \$Purchase Price less Earnest Money less loan proceeds Cash, at Closing in the amount of to be determined Dollars.

Buyer Initials SY Seller Initials _____



(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before the thirtieth (30th) day following the last day of the Examination Period, or any extension thereof.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the Contract Date and extending through the one hundred fiftieth (150th) day following the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:

N/A ("Listing Agency"), N/A ("Listing Agent" - License # _____ Acting as ☐ Seller's Designated Agent; ☐ Seller's Agent; ☐ Dual Agent, and The Tuttle Company ("Selling Agency"), Will Jordan ("Selling Agent") - License # 15815 Acting as ☐ Buyer's Designated Agent; ☒ Buyer's Agent ☐ Seller's (Sub) Agent; ☐ Dual Agent

(g) "Seller's Notice Address" shall be as follows: c/o Steve Willis, Lancaster County, 101 N. Main St., Lancaster, SC 29721 except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows: c/o Will Jordan, The Tuttle Company 3014 Southercross Blvd Ste B, Rock Hill, SC 29730 except as same may be changed pursuant to Section 12.

(i) ☒ If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities, or any other assumed liabilities as detailed on attached Exhibit N/A, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: Buyer's Agent fee of three percent (3%) of the Purchase Price.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, and the following: N/A

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to delivery to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Buyer Initials WJ Seller Initials _____



Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit N/A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before the last day of the Examination Period, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property on or before the last day of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exception, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the last day of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money, or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any

Buyer Initials AB Seller Initials _____



tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) ☐ Seller shall terminate all leases and deliver the Property to Buyer at Closing free of lease encumbrances.

(b) ☐ Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) ☐ Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) ☐ In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) ☐ Seller agrees to deliver an assignment of any Lease at Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppels certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Buyer Initials *h* Seller Initials



Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence of disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be paid to Seller as partial damages, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court.

Section 11. Closing: At Closing, Seller shall deliver to Buyer a ☐ general ☒ special warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 12. Notices:

(a) Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person, deposited with a national private overnight delivery service, or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

(b) The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a facsimile and/or email, and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Buyer Initials

Seller Initials



Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: N/A.

(Insert "None" or the identification of any matters relating to (i) through (iv) above, if any).

Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: N/A.

Seller represents that the regular owners' association dues, if any, are \$N/A per N/A.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 18. Assignment: Buyer shall have the right to assign Buyer's right, title and interest in and to this Agreement at any time to any party without consent of Seller, provided, however, that Buyer shall remain liable for and shall not be released from liability arising under this Agreement.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Buyer Initials *JS* Seller Initials



Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction; and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Foreign Investment and Real Property Tax Act (IRS Section 1445). The Foreign Investment and Real Property Tax Act requires a BUYER purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. SELLER agrees to provide Broker with a certification establishing that no federal income tax is required, unless it is established that the transaction is exempt and the BUYER intends to use the property as personal residence due to existing laws at time of closing.

Section 24. SC Code Section 12-8-580. SELLER covenants and agrees to comply with South Carolina Code Section 12-8-580 (as amended from time to time), regarding withholding requirements of SELLERS who are not residents of South Carolina as deferred in this given statute.

Section 25. Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

Section 26. Disclosure: Both Buyer and Seller acknowledge receiving, reading and understanding the South Carolina Real Estate Commission's Agency Disclosure Form(s).

BUYER:
Individual:

Stephen Young

SELLER:
Individual

Date:

1/2/15

Date:

Date:

Date:

Buyer Initials

Seller Initials



BUYER:
Business Entity

(Name of Entity)

By (Signature): _____

Name: _____

Title: _____

Date: _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

SELLER:
Business Entity

Lancaster County, SC
(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

The Tuttle Company
(Name of Firm)

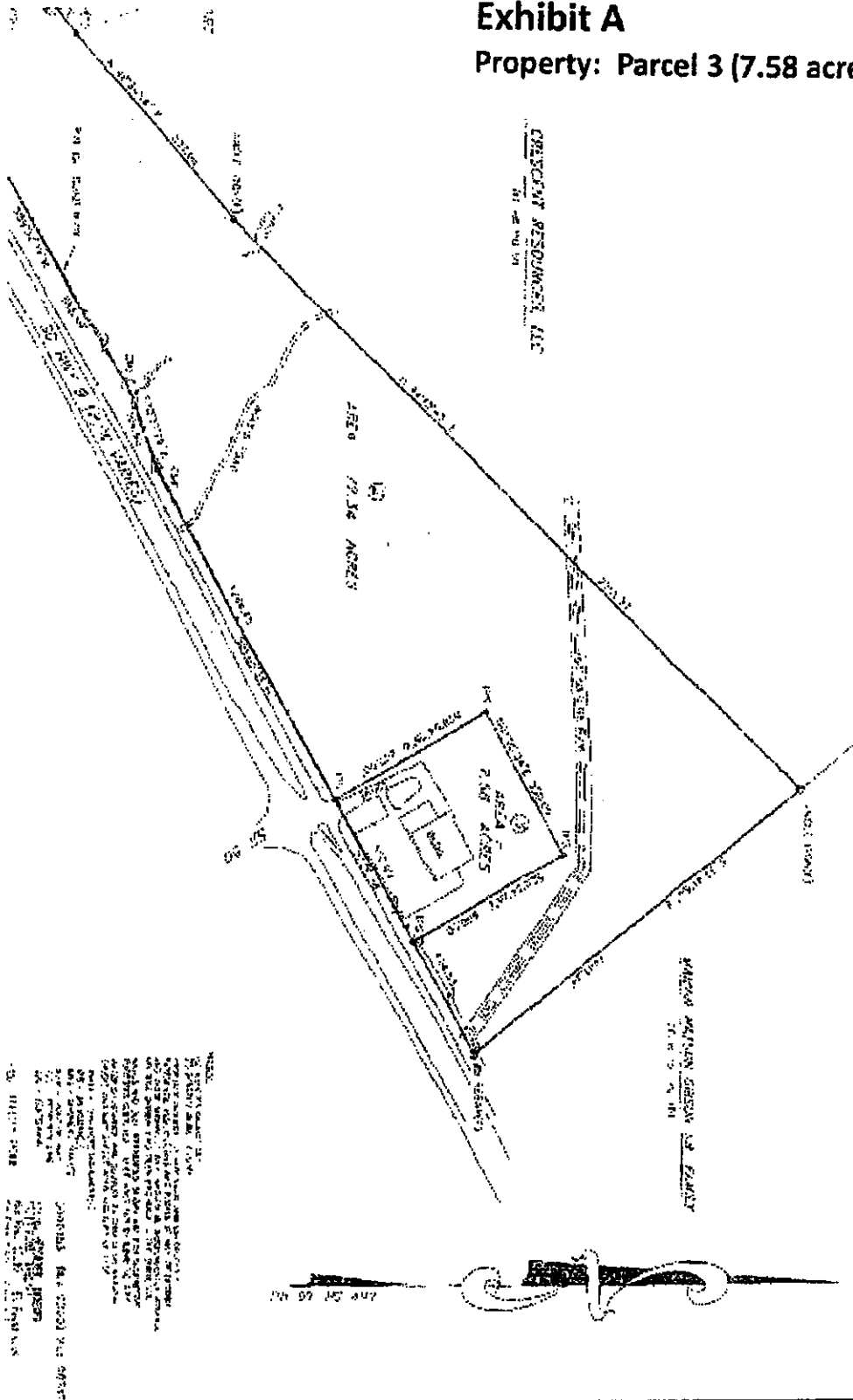
Date: _____

By: _____

Buyer Initials _____ Seller Initials _____

Exhibit A

Property: Parcel 3 (7.58 acres)



[Handwritten signature]

EXHIBIT B

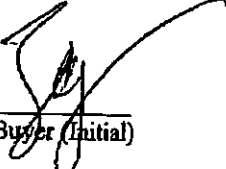
ADDITIONAL TERMS for AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Property: 3888 Chester Highway, Lancaster, SC

This Exhibit, which is attached to and made a part of an AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY between **Stephen Young** (Buyer) and **Lancaster County, SC** (Seller) provides that:

1. Where terms conflict, this EXHIBIT shall govern over the AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY form.
2. Buyer and Seller acknowledge that the following are conditions precedent to Closing:
 - a. Rezoning of the Property to I-1
 - b. Approval of permit(s) and/or approvals needed by Buyer to modify the building for warehouse/distribution use including, but not limited to the following:
 - i) Remodeling of the interior to include demolition and addition of interior walls/ceilings
 - ii) Installation of fire walls
 - iii) Site plan approval for additional structure(s) and/or addition to the existing structure
3. Buyer shall, at Buyer's expense, diligently pursue the items in the preceding paragraph.
4. Nothing in this Exhibit shall affect Buyer's rights under Section 6 of this Agreement.

* * * * *



Buyer (Initial)

Seller (Initial)

Seller (Initial)

721-A North Regional Road
Greensboro, NC 27409



December 17, 2014

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: W18BB-TV, WHFL, WNVN, WECT (SD & HD), WECT D2, WMBF (SD & HD), WMBF D2, WMBF D3, WSFX, WSFX (SD & HD), WSFX D2, WBTB (SD & HD), WBTB D2, WIS, WFMY, WFMY (SD & HD), WFMY D2 Azteca America, NHL Center Ice (SD & HD), NHL Network (SD & HD), Youtoo, Outdoor Channel (SD & HD), Jewelry TV (SD & HD), RFD HD, Pivot, Weather Channel (SD & HD), TV One (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. The following changes are planned:

WGN America may be repositioned from Starter TV to Standard TV on or around January 1, 2015.

On or after January 6th, Baby First TV will become available with a subscription to Variety Pass/Preferred TV on channel 256.

On or about January 20th, Atres Series (formerly known as La Familia) will no longer be available with the Family Choice package but will remain included with a subscription to TV en Espanol and El Paquetazo.

On or after January 28th, OnTWC on channel 1998 will no longer be available. (OnTWC is also carried on Channel 1 in the greater Charlotte area and channel 4 in Mooresville and Statesville/Iredell County)

On or after February 2nd, Events iN DEMAND3 Channel 662 will no longer be available.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: NuvoTV HD, Baby First 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



December 17, 2014

**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: WLTX (SD & HD), WLTX D2, WLTX D3, WCSC (SD & HD), WCSC D2, WIS (SD & HD), WIS D2, WIS D3, WMBF (SD & HD), WMBF D2, WMBF D3, WTOG (SD & HD), WTOG D2, WTOG D3, Azteca America, NHL Network (SD & HD), NHL Center Ice, YouToo, Outdoor Channel (SD & HD), Jewelry TV (SD & HD), RFD HD, Pivot, Weather Channel (SD & HD), TV One (SD & HD).

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

WGN America may be repositioned from Starter TV to Standard TV on or around January 1, 2015.

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On or after February 2nd, Events iN DEMAND3 Channel 662 will no longer be available.

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



December 3, 2014

**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: WLTX (SD & HD), WLTX D2, WLTX D3, WCSC (SD & HD), WCSC D2, WIS (SD & HD), WIS D2, WIS D3, WMBF (SD & HD), WMBF D2, WMBF D3, WTOG (SD & HD), WTOG D2, WTOG D3, Azteca America, NHL Network (SD & HD), NHL Center Ice, YouToo, Outdoor Channel (SD & HD), Jewelry TV (SD & HD), RFD HD, Pivot, Weather Channel (SD & HD), TV One (SD & HD), Music Choice channels and Music Choice On Demand.

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 December 9th, NuvoTV will be repositioned from TV en Espanol to Variety Pass/Preferred TV and NuvoTV HD will become available on Variety Pass/Preferred TV channel 900.

On or after December 16th, La Familia will become Atres Series.

WGN America may be repositioned from Starter TV to Standard TV on or around January 1, 2015.

On or after January 6th, Baby First TV will become available with a subscription to Variety Pass/Preferred TV on channel 256.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: NuvoTV HD, Baby First 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

721-A North Regional Road
Greensboro, NC 27409



December 3, 2014

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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:

WBTV (SD & HD), WBTV D2, WIS, WFMY, Azteca America, NHL Center Ice (SD & HD), NHL Network (SD & HD), Youtoo, Outdoor Channel (SD & HD), Jewelry TV (SD & HD), RFD HD, Pivot, Weather Channel (SD & HD), TV One (SD & HD), Music Choice channels and Music Choice On Demand.

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

On or after December 9th, NuvoTV will be repositioned from TV en Espanol to Variety Pass/Preferred TV and NuvoTV HD will become available on Variety Pass/Preferred TV channel 900.

On or after December 16th, La Familia will become Atres Series.

WGN America may be repositioned from Starter TV to Standard TV on or around January 1, 2015.

On or after January 6th, Baby First TV will become available with a subscription to Variety Pass/Preferred TV on channel 256.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: NuvoTV HD, Baby First 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", followed by a horizontal line.

Michael E. Tanck
Director, Government Relations

MT/tw



December 9, 2014

**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 is proud to serve your community and residents and we are committed to providing the best experience possible to our customers. Over the past year we have significantly invested in improvements to our network and infrastructure that help to deliver the products and services valued by our customers with greater reliability. At the same time we work hard to control the costs of TV programming, but the rates that providers charge us for these channels continue to significantly rise.

At this time, we are writing to inform you of our planned 2015 rate changes. For ease, I have attached a sample of the customer notice and the corresponding pricing guide.

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



IMPORTANT INFORMATION ABOUT PRICING ON YOUR ACCOUNT

Thank you for being a Time Warner Cable customer. We appreciate your business and hope you've been enjoying your services at home and on the go.

We are committed to providing you the best experience possible as a Time Warner Cable customer. Over the past year we have significantly invested in improvements to our network and infrastructure that help to deliver the products and services you value with greater reliability. Through these investments we have been able to bring many enhancements to your experience with Time Warner Cable.

- **Increased Internet speeds**, up to 100 Mbps in many areas, to deliver you an even better Internet connection.
- **Expanded to over 300,000 nationwide WiFi Hotspot locations**, where you can connect online away from home or work.
- Provided our largest **On Demand library**, with over 19,000 TV shows and movies available anytime.
- Enhanced our top-rated **TWC TV[®]**, the free app that lets you watch up to 300 channels of live TV on virtually any device.
- Made it easier to learn about our products and services, get technical help, and manage your account online, and improved the services and facilities at many of your local cable stores.
- Introduced one-hour service windows for appointments, to be there when you need us.

At the same time we work hard on your behalf to control the costs of TV programming, but the rates providers charge us for these channels continue to rise significantly. Our goal is to deliver you a great value for your cable services and we continue to negotiate with the programmers to make this possible.

We are also committed to keeping you up to date on any changes to the cost of your services and equipment. That's why we're writing to let you know you'll see a change in the charges for some TWC services and equipment in your next bill (see back for details).

We're confident we offer packages that meet the needs of your household. For a personalized account review, simply call 1-855-224-4211.

Thank you for choosing Time Warner Cable. We look forward to bringing you even more great ways to enjoy the entertainment you love.

Want to learn more about our newest features? Visit twc.com today.

Para leer en español, visita twc.com/febrero2015

TWC TV[®] requires Starter TV or higher. TWC authorized modem required for in-home viewing and WiFi connection required for out-of-home viewing. Requires iOS 6, Android 2.3 or Kindle Fire HD/HDX. Some functions require compatible Set-Top Box or DVR. Programming is subject to availability in your area and the video package to which you subscribe. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Some restrictions apply. All trademarks remain the property of their respective owners. TWC WiFi[®] is available to customers with Time Warner Cable Standard Internet or higher. Coverage is not available in all areas. Subject to change without notice. Some restrictions apply. © 2014 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc. Used under license.

SSBEFOOT

NEW MONTHLY PRICES EFFECTIVE ON YOUR NEXT BILLING STATEMENT

Nuevos precios mensuales entran en efectivo en su próximo estado de cuenta

This is a summary of the price changes for some Time Warner Cable services and equipment. New service and equipment rates will go into effect on your next bill.

If you are currently receiving an initial promotional discount for these services, the service price will remain in effect for the duration of the promotional period and these changes will not be applied until that time. Please note your bill may now include a Sports Programming Surcharge, which defrays the increased costs imposed by sports programmers.

Equipment and Service Fees	FROM	TO
Digital Adapter	\$ 0.99	\$ 2.75
Internet Modem Lease	\$ 5.99	\$ 8.00
Broadcast TV Surcharge	\$ 2.25	\$ 2.75
Sports Programming Surcharge	--	\$ 2.75
Additional Services	FROM	TO
HBO	\$ 15.99	\$ 16.99
Movie Pass	\$ 5.95	\$ 7.99

For customers receiving service through commercial accounts or bulk arrangements, some or all of the service and equipment price changes contained herein may not apply to your account. Please refer to the terms and conditions of the separate agreement under which you receive your commercial or bulk service. Where terms or pricing contained in this notice are inconsistent with your Service Rates, the terms and conditions of the separate agreement will apply.

SSBEF015

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, January 12 th	4:30 p.m.	Council Workshop
	6:30 p.m.	Regular Council Meeting
Saturday, January 17 th	11:00 a.m.	Martin Luther King Parade – Downtown
Saturday, January 17 th	7:30 p.m.	Oak Ridge Boys, USCL Bradley Arts Building
Monday, January 19 th	Offices Closed	Martin Luther King Day
Monday, January 26 th	6:30 p.m.	Regular Council Meeting
Monday, February 9 th	6:30 p.m.	Regular Council Meeting
Monday, February 23 rd	6:30 p.m.	Regular Council Meeting

1st Thursday of each month.....7:00 p.m.Fire Commission, Covenant Street EOC Building
 1st Thursday of each month.....6:00 p.m.Planning Commission work session, County Council Chambers
 2nd Tuesday of each month.....6:30 p.m.Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month.....7:00 p.m.Recreation Commission, 260 S. Plantation
 (Jan/March/May/July/Sept/Nov).....6:00 p.m.Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov).....12 noonHealth & Wellness Comm., various locations
 3rd Thursday of each month6:30 p.m.Community Relations Commission, 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