

Lancaster County Council Regular Meeting Agenda

Monday, January 26, 2015

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Thumbs Up to Noah Reynolds, Scott Craton and Michelle Railey
 - b. Thumbs Up to Daniel Hammond with Building Maintenance
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Chairman Comments – Chairman Bob Bundy**
8. **Consent Agenda**
 - a. **Minutes of the following Council Meetings**
 1. **December 8, 2014 Regular Meeting – pgs. 6-16**
 2. **January 5, 2015 Special Meeting – pgs. 17-18**
 3. **January 12, 2015 Regular Meeting – pgs. 19-28**
 - b. **2nd 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. *Council approved 7-0 at the January 12, 2015 meeting. Steve Willis and Veronica Thompson – pgs. 29-31*

- c. **2nd 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. *Council approved 7-0 at the January 12, 2015 meeting. Steve Willis and John Weaver – pgs. 32-40*
- d. **2nd 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. *Council approved 7-0 at the January 12, 2015 meeting. Steve Willis and John Weaver – pgs. 41-69*
- e. **2nd 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. *Council approved 7-0 at the January 12, 2015 meeting. Steve Willis and John Weaver – pgs. 70-73*
- f. **2nd 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. Council approved 7-0 at the January 12, 2015 meeting. Penelope Karagounis – pgs. 74-75*
- g. **2nd 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. *Council approved 7-0 at the January 12, 2015 meeting. John Weaver – pgs. 76-77*

h. 2nd 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. *Planning Commission approved with the condition as noted in the report regarding the Zoning Administrator. Council approved 7-0 as recommended by the Planning Commission. Penelope Karagounis – pgs. 78-79*

i. 2nd 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. Council approved 7-0 at the January 12, 2015 meeting. Penelope Karagounis – pgs. 80-81*

9. Resolution 0864-R2015 – Resolution regarding the Continuity of Government – Morris Russell and Darren Player - pgs. 82-112

10. Non-Consent Agenda

Ordinance Readings

a. 2nd 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. *Council approved 6-1 at the January 12, 2015 meeting, Bob Bundy opposed. Steve Willis – pgs. 113-120*

b. 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. 121-127*

c. 1st Reading of Ordinance 2015-1330 rezoning of property by application of James E. Merrifield located near the intersection of US Hwy. 521 and SC Highway 160

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Margaret Dell M. Orr, Mary C. McGinn, William C. McGinn, III, Carol J. McGinn, Jane Roberts, and John C. McGinn, represented by James E. Merrifield. Property is located 1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 from R30P,

low density residential/agricultural Panhandle District and R-15P, moderate density residential / agricultural panhandle district to B-3, general commercial district; and to provide for other matters thereto. *Penelope Karagounis – pgs. 128-131*

d. **1st Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pockket**

Ordinance Title: An Ordinance to amend Article II, Section (A) of the conveyance agreement as adopted in Ordinance by Ordinance 1188 on December 12, 2012 so as to grant additional time; and to provide for other matters related thereto. *Steve Willis and Keith Tunnell – pgs. 132-135*

e. **1st reading of Ordinance 2015-1334 regarding an easement to Lancaster County Water and Sewer District for the sewer line to serve Keer.**

Ordinance Title: An Ordinance to approve a Right of Way Agreement between Lancaster County and the Lancaster County Water and Sewer District, providing an easement to the Lancaster County Water and Sewer District to be located along Old Bailes Road; and to authorize county officials to take such actions as necessary to effectuate the proposes of this ordinance. *Steve Willis – pgs.136-142*

f. **1st Reading of Ordinance 2015-1335 regarding the Capital Project Sales Tax Bonds**

Ordinance Title: An Ordinance Authorizing the issuance and sale of general obligation bonds, series 2015a or such other appropriate series designation, of Lancaster county, South Carolina, in the principal amount of not exceeding \$16,500,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto; and adopting written procedures related to tax-exempt debt and written procedures related to continuing disclosure. *John Weaver – pgs. 143-175*

g. **1st Reading of Ordinance 2015-1336 regarding the Pleasant Valley Fire Protection District Bond**

Ordinance Title: An Ordinance authorizing the issuance and sale of general obligation refunding bonds (pleasant valley fire protection district), series 2015b or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$2,150,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto. *John Weaver – pgs. 176-204*

h. **1st Reading of Ordinance 2015-1337 regarding the refinance of bonds that were issued in 2010 for the costs associated with the Sheriff/Coroner building and the Air-Rail Park**

Ordinance Title: An ordinance authorizing the issuance and sale of general obligation refunding bonds, series 2015c or such other appropriate series designation, of Lancaster

County, South Carolina, in the principal amount of not exceeding \$7,250,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto. **John Weaver – pgs. 205-232**

i. 1st Reading of Ordinance 2015-1331 regarding Council Standing Committees

Ordinance Title: An Ordinance to amend the Lancaster County Code of Ordinances, Article II, Division 2 so as to add the necessary provisions for the creation, implementation and organizational structure for Lancaster County Council Standing Committees. **John Weaver – pgs. 233-237**

Discussion and Action Items

- j.** Fire Service Staffing for Adequate Fire and Emergency Response (SAFER) Grant – *Steve Willis – pgs. 238-239*
- k.** Monthly Finance Report – *Veronica Thompson – pgs. 240-255*
- l.** Regent Parkway – *Steve Willis – pgs. 255-257*

11. Status of items tabled, recommitted or held

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

12. Miscellaneous Reports and Correspondence – pgs. 258-260

- a.** Lancaster Area Ride Service (LARS) Report
- b.** Notice of Intention to adopt building codes

13. Calendar of Events – pg. 261

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

15. Executive Session

- a.** Personnel Matter related to the employment of a person regulated by a public body, SC Code §30-4-70(1)
- b.** Contractual Matter related to potential land acquisition, SC Code §30-4-70(2)

16. Adjournment

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

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website:

www.mylancastersc.org



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 Larry McCullough, 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, Kershaw News Era, The Rock Hill Herald, Fort Mill Times, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

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 Sansbury, 428 Obnosky 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 McCullough, 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 Kragounis, 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.

Terry 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-30 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.

Library Board – Expense for Architectural Drawings.

Steve Willis handed out a memorandum prior to the Council Meeting regarding a bill from the Library. This memorandum is attached as Schedule A. A discussion of this bill took place among the Council Members and Rita Vogel, Library Director. This was for discussion only and no action was taken.

Adjournment

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

Respectfully Submitted:

Approved by Council, January 26, 2015

Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary



Members of Lancaster County Council

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

Minutes of the Lancaster County Special Organizational Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, January 5, 2015

6:30 p.m.

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

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

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

Charlene McGriff moved to approve the agenda as written. Seconded by Brian Carnes. Passed 7-0.

Citizens Comments

There were no citizens signed up to speak.

Oath of Office

Steve Willis administered the oath of office to the following elected officials:

- District 2 – Charlene McGriff
- District 4 – Larry Honeycutt
- District 6 – Jack Estridge

Election of Council Officers

The gavel was turned over to the county attorney to preside over the election of officers.

Steve Harper moved to nominate Bob Bundy as Chairman of County Council. Seconded by Larry Honeycutt. No further nominations were received. Council approved by a vote of 7-0.

Larry McCullough moved to nominate Brian Carnes as Vice Chairman. Seconded by Jack Estridge. No further nominations were received. Council approved by a vote of 7-0.

Larry Honeycutt moved to nominate Steve Harper as Secretary. Seconded by Brian Carnes. No further nominations were received. Council approved by a vote of 7-0.

Appointment of Staff

Larry Honeycutt moved to appoint Debbie Hardin as Clerk to Council. Seconded by Brian Carnes. Passed 7-0.

Larry McCullough moved to appoint Virginia Burgess as Deputy Clerk to Council. Seconded by Jack Estridge. Passed 7-0.

Adjournment

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

Respectfully Submitted:

Approved by Council, January 26, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary



Members of Lancaster County Council

Bob Bundy, District 3, Chairman

Brian Carnes, District 7, Vice Chairman

Steve Harper, District 5, Secretary

Jack Estridge, District 6

Larry Honeycutt, District 4

Larry McCullough, District 1

Charlene McGriff, District 2

Minutes of the Lancaster County Council Workshop and Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, January 12, 2015

4:30 p.m.

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

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

Workshop

Council Standing Committees

County Attorney, John Weaver, presented Council with information regarding Council Committee restructuring. Mr. Weaver discussed the issues with the present committee system and proposed having three standing committees that at least three Council Members would serve. The committees could be broken down as Administration; Infrastructure and Regulation and Public Safety. Mr. Weaver reported the advantages of having set committees and that virtually every issue will go through at least one committee before going to full Council.

Mr. Weaver further discussed the Committee of the Whole and the process that the annual budget would follow in the proposed committees as well as committee appointments.

Mr. Weaver will bring an ordinance to Council on January 26th for first reading and subsequent readings on February 9th and 23rd. In the January/February time frame, there would be a determination of membership, staff briefings and in March, committee meetings.

Council Procedures

Mr. Weaver also presented information regarding Council procedures for meetings. He defined executive session as a session during which only members and invitees are permitted to attend and in which all discussions are to be held in confidence by those in attendance. He further discussed the South Carolina Code of Laws §30-4-70 that pertain to meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; and executive sessions of General Assembly.

After Council questions and discussions, the workshop concluded and a recess was called at 5:55 p.m.

Call back to order

Councilman Bundy called the meeting back to order at 6:30 p.m.

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

The following amendments to the agenda were requested to be made:

1. Remove Item 7a - Thumbs up to Noah Reynolds, Scott Craton and Michelle Railey until January 26, 2015 meeting.
2. Remove Item 11a - Minutes of the December 8, 2014 regular council meeting until the January 26, 2015 meeting.
3. Remove Item 13d - 1st Reading of Ordinance 2015-1322 Amendments to the Library Code System. Councilman Carnes will work with Mr. Willis regarding this ordinance.
4. Remove Item 13l - Economic Development fund regarding Keer Fee in Lieu of Tax Agreement. This item was approved in 2014.

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

Special Presentations

Chairman Bob Bundy presented the Employee of the Year award to Trish Hinson of the Public Communications Department.

Citizens Comments

The following citizens made comments regarding the Leroy Springs pool possible donation to the City and County of Lancaster, item 10a on the agenda.

1. Wanda Rosa, 86614 Arrington Road, Indian Land
2. Lauren Spencer, 1153 Wrenwood Drive, Lancaster
3. Brian Trimnal, 2789 Avalon Lane, Lancaster
4. Midenna Anderson, 1236 Trailstream Drive, Lancaster
5. Jackie Harris, 411 Springs Street, Lancaster
6. Patrice McGriff, 206 Barron Blvd.
7. Jerry Wright, 3003 Setter Lane, Lancaster
8. Erin Abbott, 1217 Claredon Drive, Lancaster
9. Lester Belk, 2597 Oxford Circle, Lancaster
10. David Taylor, 522 Plantation Road, Lancaster
11. Jubin Jackson, 1408 Lavoy Court, Lancaster
12. Claudette Burke, 1513 Magnolia Drive, Lancaster
13. Jennifer Mills, 2524 Old Pardue Road, Lancaster

Citizens Comments regarding other topics

14. Richard Dole, 3056 Drummond Avenue, Lancaster, spoke to Council regarding the pool and the Sheriff's Office Special Tax District proposal and requested that the County provide adequate funding for the Sheriff's Office.
15. Winston Smith, 842 South Lake Drive, Lancaster, spoke to Council regarding the Library expenditure that was brought to Council on December 8, 2015 as an addition to the agenda.
16. Ken Faulkenberry, 3022 Mulberry Lane, Lancaster, spoke to Council regarding the transparency of the Library and the non-budgeted \$79,000 expenditure.

Discussion/Action Items

Leroy Springs Swimming Pool possible donation to the City and County of Lancaster

Steve Willis spoke to Council regarding the donation of not only the pool but the 19 acre tract that included the tennis courts as well. He noted that Helen Sowell from the City of Lancaster and Hal Hiott of the Recreation Department was present if Council needed further information. Mr. Willis further informed Council that Mr. Hiott, Councilman Estridge and he, met with the Town of Kershaw Mayor and Administrator and the Town would like to be supplemented for their pool expenses as well.

MOTION was made by Larry Honeycutt to approve joint ownership of the Leroy Springs swimming pool with the City of Lancaster and to assume financial responsibility for all capital and operational costs associated with a 50% ownership interest. SECONDED by Charlene McGriff. Passed 7-0.

Councilman Jack Estridge discussed that the Town of Kershaw would like a supplement of cost regarding the town pool. The town would retain sole ownership in the pool and the pool would be operated under the town and not the County Recreation Department.

Jack Estridge made a motion that Lancaster County reimburse the Town of Kershaw 50% of the cost associated with operational, maintenance and capital of the Kershaw Town Pool. Larry McCullough SECONDED. (no vote was taken and the item was tabled).

Council requested that more information regarding the Town of Kershaw pool be obtained prior to approving the reimbursement.

Larry Honeycutt made a MOTION to **TABLE** the Town of Kershaw pool Discussion/Action Item until the January 26, 2015 meeting. SECONDED by Jack Estridge. Passed 7-0.

Resolutions

0861-R2015 Resolution rescinding the Traffic Calming Policy

Steve Willis reported that 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. Mr. Willis stated that this would supersede a Resolution of County Council.

MOTION was made by Larry Honeycutt to approve Resolution 0861-R2015 rescinding resolution 751 related to traffic calming. SECONDED by Steve Harper. Passed 7-0.

0862-R2015 Resolution amending a section of Resolution 792 relating to marked county vehicles

Steve Willis informed Council that the county Motor Vehicle Committee discussed amending a single section of Resolution 792 related to the marking of county vehicles. He stated that we have a single vehicle in the Auditor's 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.

MOTION was made by Larry McCullough to allow the Auditor's office to have an unmarked vehicle and the Assessor's office will have a marked vehicle and will borrow the Auditor's unmarked vehicle when needed. SECONDED by Jack Estridge. Passed 7-0.

0863-R2015 Resolution regarding Brookchase General Obligation Bond

Steve Willis reported that this resolution is related to a special tax district that paid for improvements to the Brookchase community.

MOTION was made by Charlene McInnis to approve Resolution 0863-R2015 to authorize the issuance and sale of a not to exceed \$750,000, 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 for the payment of the note and the disposition of the proceeds thereof; and other matters related thereto. SECONDED by Brian Carnes. Passed 7-0.

Non-Consent Agenda

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.

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1319. SECONDED by Larry Honeycutt. Passed 7-0.

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.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1320.
SECONDED by Charlene McGriff. Passed 6-1. Bob Bundy opposed.

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.

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1321.
SECONDED by Steve Harper. Passed 7-0.

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.

MOTION was made by Jack Estridge to approve 1st Reading of Ordinance 2015-1323.
SECONDED by Steve Harper. Passed 7-0.

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.

MOTION was made by Steve Harper to approve 1st Reading of Ordinance 2015-1324.
SECONDED by Brian Carnes. Passed 7-0.

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.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1325.
SECONDED by Jack Estridge. Passed 7-0.

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.

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1326.
SECONDED by Charlene McGriff. Passed 7-0.

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.

Larry Honeycutt moved to approve Ordinance 2015-1327. SECONDED by Charlene McGriff.

Larry McCullough moved to amend the motion by adding Section 2-105: Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney. SECONDED by Charlene McGriff. Passed 7-0.

The main motion to approve Ordinance 2015-1327 as amended was approved by a vote of 7-0.

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 4.123 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance.

Andy Rowe reported to Council that the Planning Commission voted to approve the text amendment 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.

Larry Honeycutt made a MOTION to approve 1st Reading of Ordinance 2015-1328 as recommended by the Planning Commission with the condition that 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. SECONDED by Steve Harper. Passed 7-0.

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.

MOTION was made by Larry McCullough to approve 1st Reading of Ordinance 2015-1329. SECONDED by Brian Carnes. Passed 7-0.

Discussion and Action Items

Solid Waste Advisory Committee number of appointees

Steve Willis advised Council that the Council of Governments will be completing revisions to our Solid Waste Plan as required by South Carolina DHEC. Once completed, these revisions will be brought to Council for consideration and adoption via ordinance. He further discussed that by statute the Solid Waste Advisory Committee must be made up of one third (1/3) of County Council appointees, one third (1/3) of Municipal appointees and one third (1/3) representatives appointed by County Council but who represent the solid waste industry and environmental groups. Mr. Willis asked Council to determine if we want to have a six (6) person committee or a nine (9) person committee.

MOTION was made by Brian Carnes to accept staff's recommendation of a six (6) person committee. SECONDED by Larry Honeycutt. Passed 7-0.

Appointment of James Barnett to the Planning Commission filling the unexpired term representing District 4.

MOTION was made by Larry Honeycutt to approve Mr. James Barnett to the Planning Commission to fill the unexpired term representing District 4. SECONDED by Steve Harper. Passed 7-0.

2014 Fire Service Grant Submissions

Darren Payer, Assistant Fire Rescue Director discussed the grant submissions and informed Council of the recommendation for the grant matches in the fiscal budget. This is for grant submissions only. If a grant is approved it will come back to Council for formal acceptance.

MOTION was made by Brian Carnes to approve the submittal only of the 2014 grants. SECONDED by Charlene McGriff. Passed 7-0.

Lease rate for HOPE

Steve Willis reported that the current exemption for paying the monthly lease amount of \$255 expires at the end of 2014. Past Councils have approved a waiver during the high unemployment/economic downturn to allow HOPE to utilize resources to meet the needs of our citizens. Mr. Willis stated if Council does not desire to continue the payment waiver, he would recommend making the waiver termination on June 30, 2015 to coincide with the new fiscal year.

After discussions, Council requested more information from HOPE.

MOTION was made by Larry Honeycutt to table this item until the January 16, 2015 meeting. SECONDED by Brian Carnes. Passed 7-0.

Offer to purchase property owned by Lancaster County located at 3888 Chester Highway (Old Temporary Courthouse/Wamsutta)

Steve Willis discussed that he received an offer to purchase the 3888 Chester Highway (Old Temporary Courthouse / Wamsutta building). Mr. Willis is seeking guidance from Council regarding the acceptance or rejection of this offer. His recommendation was to reject the offer.

Charlene McGriff moved to accept staff's recommendation to reject the offer to purchase. SECONDED by Larry McCullough. Passed 7-0.

Executive Session

MOTION was made by Larry Honeycutt to enter into executive session to discuss a personnel matter regarding Administration. SECONDED by Brian Carnes. Passed 7-0.

Council invited the County Attorney, John Weaver, to join in executive session.

MOTION was made by Charlene McGriff to come out of executive session. SECONDED by Brian Carnes. Passed 7-0.

John Weaver announced that a legal briefing was discussed regarding an employee of the Administration Office. No action was action was taken and no votes were made in executive session.

Adjournment

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

Respectfully Submitted:

Approved by Council, January 26, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

Draft - not approved by Council

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	Passed 7-0
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	Passed 7-0
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) AMENDMENT TO AGREEMENT FOR
) DEVELOPMENT OF A JOINT COUNTY
COUNTY OF CHESTERFIELD) INDUSTRIAL PARK DATED JUNE 1, 2001
COUNTY OF LANCASTER) (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.

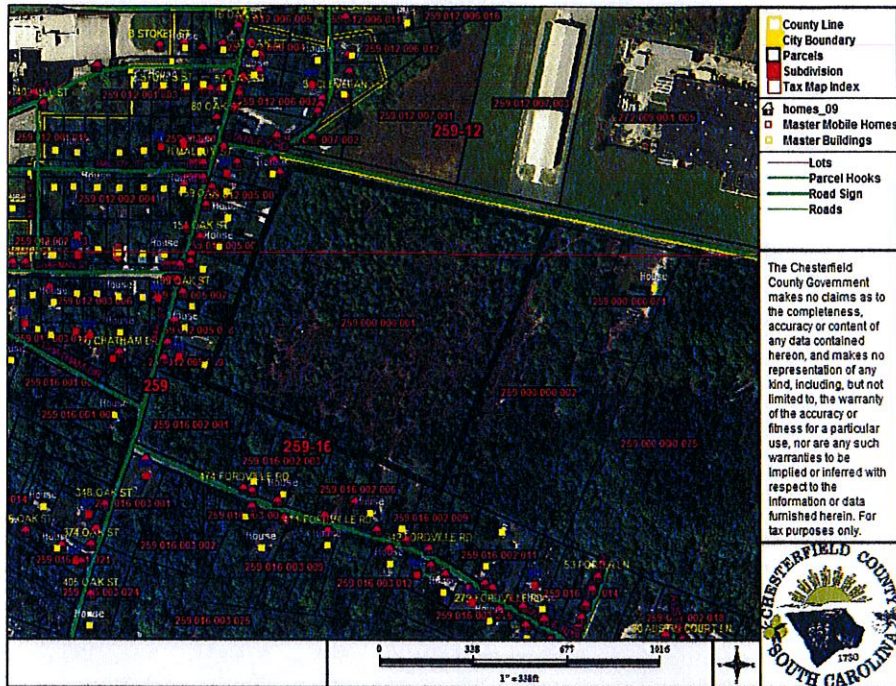
This is the identical property conveyed to INA USA, Corporation by deed of William P. Griggs, Trustee dated March 5, 1999, and recorded on March 9, 1999, in Deed Book 371 at Page 1243-1247 in the said Clerk's Office.

Tax Map #259-1

EXHIBIT B to the Amendment to the Park Agreement

SCHAEFFLER GROUP USA, INC. PROPERTY
CHESTERFIELD COUNTY

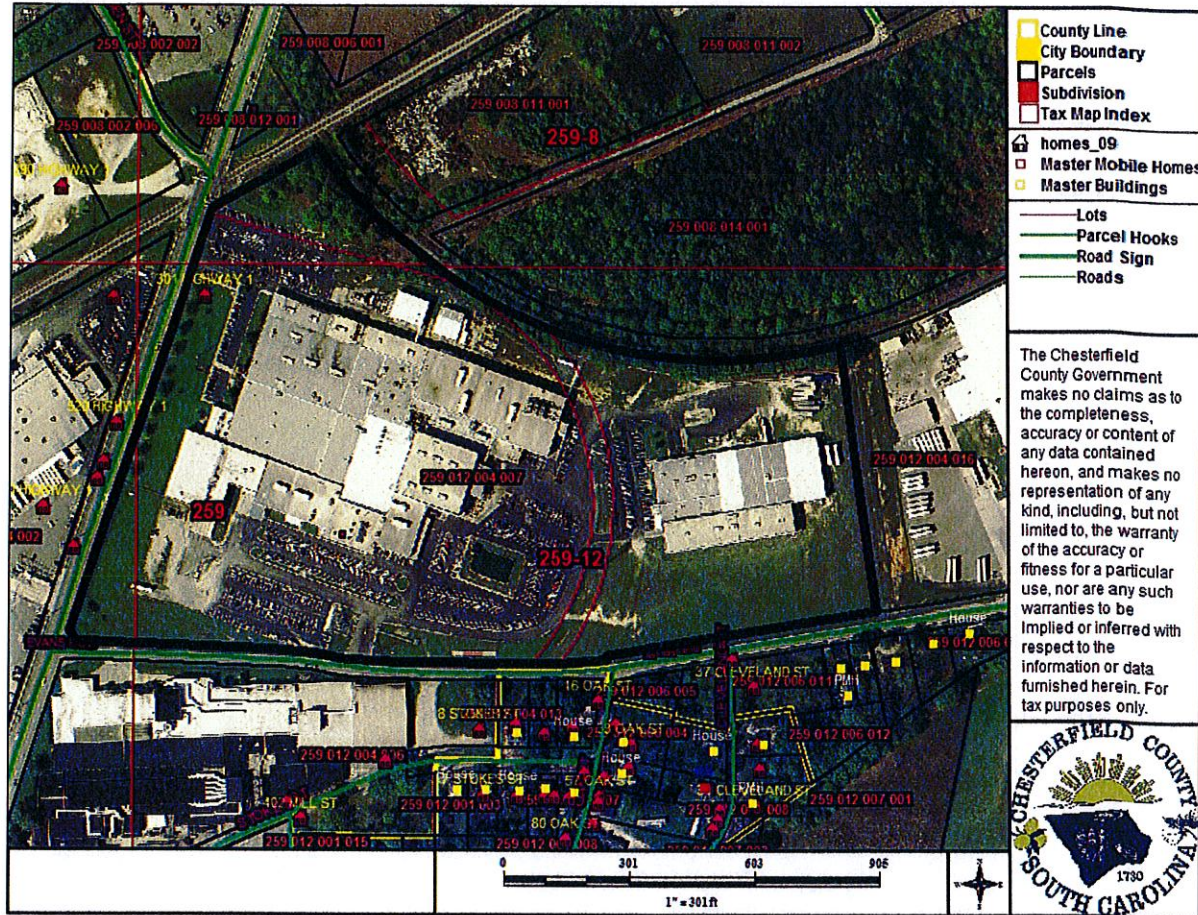
TMS # 259-000-000-001



TMS # 244-000-000-010



TMS # 259-012-004-007



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	Passed 7-0
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



STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

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	Passed 7-0
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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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1325

COUNTY OF LANCASTER

)

)

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/MANUFACTUREDHOUSING/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 Passed
Second Reading: 1-26-15 Tentative
Third Reading: 2-9-15 Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1327

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, 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 to 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 appoint 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 and has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The Office of 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 tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions.

Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

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

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

Section 2-105 – Other legal representation.

Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney.

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 Passed 7-0

Second Reading: 1-26-15

Third Reading: 2-9-15

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1328

COUNTY OF LANCASTER

)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 4.1.23 SUBSECTION 2 APPENDIX B OF THE LANCASTER COUNTY CODE (UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY), RELATING TO ALLOWING BUILDING AND ZONING OFFICIALS TO RENEW TEMPORARY DEPENDENT CARE RESIDENCE PERMITS FOR LONGER THAN 3 MONTH INCREMENTS; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Temporary dependent care residences

Section 4.1.23 Subsection 2 Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) is amended to read:

Section 4.1.23 Subsection 2

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 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. 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.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	January 12, 2015	Passed
Second Reading:	January 26, 2015	Tentative
Third Reading: February	February 9, 2015	Tentative

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1329

COUNTY OF LANCASTER

)

~~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.

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 Passed 7-0
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 15, 2015

Contact Person / Sponsor: Morris Russell/Darren Player

Department: Emergency Management

Issue under Consideration:

Resolution formulation dealing with the Continuity of Government Plan and amending to provide current County Council officers. The Resolution will adopt the Continuity of Government Plan as required by SC State Law and establish succession of Council members beyond the Chairman and Vice-Chairman as outlined in the plan.

Points to Consider:

Council is requested to consider the adoption of a current Resolution dealing with the Continuity of Government Plan. Statutory Requirement

Funding and Liability Factors:

No funding required, however, County liability is attached given the requirement under SC State Law devolved on the County Council as the governing board for the County of Lancaster.

Options:

Statutory requirement. SC Code of Laws - Title 1, Article 1, Chapter 9; [SC ST Sec 1-9-50] through [SC ST 1-90-60]. Title 25, Chapter 1, Article 1; [SC ST Sec 25-1-450].

Recommendations:

County Council should formulate and adopt the necessary Resolution referencing the adoption of the Continuity of Government Plan.

Attachments: Cover sheet pointing out update changes of plan and copy of plan

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

The purpose of this plan is to provide for the continuity of County Government in the event of a disaster or emergency.

The attached resolution will:

1. Adopt the Plan as required by state law.
2. Establish the succession of Council members beyond the Chairman and Vice-Chairman as outlined in the plan.

This plan is necessary to ensure continued operation of County Government when a disaster or emergency occurs which may possibly disrupt the normal operation of government due to the incapacitation of elected officials.

Plan Revisions

The Continuity of County Government Plan has been amended to include current dates of respective South Carolina State Codes, Laws or Regulations referenced in the Plan.

1. Plan entirety, to include Annexes, previous wording: "Fire Service"
Amended wording: "Fire Rescue" to reflect name and service change of agency
2. Pg. 4 previous wording section VI, Subsection E, 3: "Lancaster County Fire Service Fire Marshal"
Amended wording: "Lancaster County Fire Rescue A/E Officer"
3. Pg. 12 previous wording: "South Carolina Code of Laws Current through the end of the 2011 Session"
Amended wording: "South Carolina Code of Laws Current through the end of the 2014 Session"
4. Pg. 13 previous wording: "South Carolina Code of Laws Current through the end of the 2011 Session"
Amended wording: "South Carolina Code of Laws Current through the end of the 2014 Session"
5. Pg. 14 previous wording: "South Carolina Code of Laws Current through the end of the 2011 Session"
Amended wording: "South Carolina Code of Laws Current through the end of the 2014 Session"
6. Pg. 15 previous wording: "South Carolina Code of Regulations Current through State Register Volume 35, Issue 9, effective September 23, 2011"
Amended wording: "South Carolina Code of Regulations Current through State Register Volume 37, Issue 9, effective September 27, 2013"
7. Annex B, pg 10 previous wording: "Lancaster County Fire Service Fire Marshal"
Amended wording: "Lancaster County Fire Rescue A/E Officer"

RESOLUTION # 0864-R2015

**A RESOLUTION AMENDING THE CONTINUITY OF COUNTY
GOVERNMENT PLAN AS LAST AMENDED BY RESOLUTION 798**

WHEREAS, the Lancaster County Council desires to re-adopt the Lancaster County Continuity of County Government Plan; and

WHEREAS, a copy of the updated plan, dated January 8, 2015 is attached hereto and included herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that the Lancaster County Continuity of County Government Plan dated January 8, 2015, as prepared by the Lancaster County Emergency Management Office, is hereby adopted. Furthermore, County Council adopts the following Council succession plan as required by Section VI(A)(4):

1. Chair of County Council
2. Vice-Chair of County Council
3. Secretary of County Council
4. Most senior member of County Council based upon date of initial oath of office, provided that service on Council must have been continuous. In the event there is a break in service, the earliest date of oath of office where there is continuous service shall be utilized.
5. Where the date of oath of office shall be the same, by alphabetical order of last name.

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AND IT IS SO RESOLVED this 26th 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

Continuity of County Government Plan

Emergency Powers And Continuity of County Government

Originally Published-January 25, 2006

Revised-April 1, 2008

Revised-September 28, 2009

Revised-March 2, 2011

Revised-December 11, 2012

Revised-January 8, 2015

Authored By Lancaster County Emergency Management

The purpose of this document is to provide for the preparation and coordination of plans for emergency management within the County in the event of a disaster, for the exercise of emergency powers and for the continuity of County government, in a manner consistent with the South Carolina Code of Laws.

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Section – 1

Basic Plan

**Comprehensive Plan for Emergency
Succession of Authority**

I. INTRODUCTION

The declared purposes of this document are to provide for the preparation and coordination of plans for emergency management within the County in the event of a disaster, for the exercise of emergency powers and for the continuity of County government, in a manner consistent with the South Carolina Code of Laws Title 1, Article 1., Chapter 9. [SC ST SEC 1-9-50] thru [SC ST SEC 1-9-60] and Title 25, Chapter 1., Article 1. [SC ST SEC 25-1-450]. This plan is designed to meet the requirements set forth in 58-1. Local Emergency Preparedness Standards. [SC ADC 58-1] C.1.b.

II. EMERGENCY MANAGEMENT POLICY

It is the policy of Lancaster County to make effective preparation and use of resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies by their very nature may disrupt existing systems and the capability of Lancaster County to respond to protect life, public health and public property. Therefore, citizens are encouraged to be prepared to be self sufficient for up to five days should an emergency or disaster occur.

III. DEFINITIONS

"Absent" means not present in the State of South Carolina for a period of 24 hours or more.

"Director" means the Emergency Management Director.

"Disaster" means actual or threatened natural, or man-caused public calamity, including, but not limited to, enemy attack, sabotage, hazardous material incident and extraordinary fire, flood, storm, pandemic, epidemic, tsunami and earthquake.

"Emergency Management" means the preparation for and the coordination of all emergency functions, other than functions for which military forces are primarily responsible, to prevent, minimize and repair injury and damage resulting from disasters.

"Interim Administrator" means the individual designated to exercise the powers and duties of the Administrator during such time as the Administrator is absent, unavailable or the position is vacant.

"Unavailable" means either that a vacancy in the office exists or that the lawful incumbent of the office is absent or unable to exercise the powers and discharge the duties of the office.

"Vacancy" means that an office of a County official is legally unoccupied due to the incumbent's death, incapacity, resignation or other reason.

IV. POWERS AND DUTIES

The Director is empowered:

- A. To request the Administrator of Lancaster County or in the case of Vacancy, the officially appointed Interim Administrator or in his/her absence, the Chair of the County Council to proclaim the existence or threatened existence of a disaster and termination thereof, or to issue such proclamation if the Administrator or, if applicable, Interim Administrator and the Chair are unavailable, subject to confirmation by the Administrator or, if applicable, Interim Administrator at the earliest practicable time;
- B. To request the Administrator of Lancaster County or in the case of Vacancy, the officially appointed Interim Administrator or in his/her absence, the Chair of the County Council to request the Governor to proclaim a state of extreme emergency when, in the opinion of the Director, the resources of the area or region are inadequate to cope with the disaster, or to make such request to the Governor if the Administrator or, if applicable, Interim Administrator and the Chair, are unavailable, subject to confirmation by the or, if applicable, Interim Administrator at the earliest practicable time;
- C. Whenever practicable, to consult with the Council prior to any request for a declaration of emergency or disaster under A. or B. above, or notify the Council within 24 hours of making a declaration.
- D. To organize, administer and operate the Department of Emergency Management for the accomplishment of the purposes of this Chapter, subject to the direction and control of the County Administrator or, if applicable, Interim Administrator;
- E. To develop mutual aid agreements to be executed by the County Administrator or designee.

- F. The Department of Emergency Management shall be the hazardous materials incident coordinating agency for Lancaster County.

V. DISASTER AND EMERGENCY POWERS OF DIRECTOR

In the event of the proclamation of a disaster as provided in this Chapter, or the proclamation of a state of extreme emergency by the Governor or the State Director of Emergency Management declaration of a Presidential Emergency, or Incident of National Significance, the Director is empowered:

- A. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; Provided, however, such rules and regulations must be confirmed at the earliest practicable time by the Administrator of Lancaster County;
- B. With the approval of the County Administrator or designee to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of Lancaster County property and the life of the residents thereof, and bind the County for the fair value thereof, and if required immediately, to commandeer the same for public use;
- C. To require emergency services of any County officer or employee and, in the event of the proclamation of a state of extreme emergency by the Governor in the region in which this County is located, to command the aid of as many citizens of this community as he thinks necessary in the execution of his official duties; Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers.

VI. SUCCESSION OF AUTHORITY

- A. In the event the Administrator is absent or unavailable, the powers and duties of the office of the Administrator shall be exercised and discharged by the following officers in the following order:
 - 1. Interim Administrator
 - 2. Chair of the Council
 - 3. Vice Chair of the Council

**Lancaster County Continuity of County Government Plan
Basic Plan**

4. Remaining Council members in succession as determined by resolution.
- B. Council shall resolve issues of succession of authority by tenure during the first meeting following the organization of council and election of officers. Council shall, by resolution, establish for itself an order of succession of authority to be continuous for a period of two years.
- C. Any Council member succeeding to the Office of the Administrator on a temporary interim basis pursuant to this Section shall discharge the duties of that office until such time as the appointed officer is available for duty or a regular successor is appointed by the ordinary means applicable to the Office of the Administrator.
- D. Whenever practicable, the Administrator or Interim Administrator shall notify the Chair of the Council, succeeding official, and Director at least 72 hours prior to the Administrator's absence.
- E. In the event the Director is absent or unavailable, the powers and duties of the office of the Director shall be exercised and discharged by the following officers in the following order:
 1. Emergency Management Deputy Director
 2. Lancaster County Fire Rescue Training Officer
 3. Lancaster County Fire Rescue A/E Officer

VII. Continuity of County Government

- A. In the event of a disaster, it is essential to assure continued operation of County government, to preserve and protect records essential to the continued functioning of County government, and to provide for the appointment of temporary interim successors to the elected and appointed offices of the County.

Elected officials of Lancaster County include:

Auditor
Clerk of Court
Coroner
Probate Judge
Sheriff

**Lancaster County Continuity of County Government Plan
Basic Plan**

Treasurer
County Council (7 Districts)

1. If a declared disaster reduces the number of members of the County Council, then those members who are available for duty shall have full authority to act in all matters as the County Council. In the event no member of the County Council is available for duty, then those elected County officials other than judges, as are available for duty shall jointly act as the County Council and shall possess by majority vote the full authority of the County Council.
 2. Elected County Officers, other than members of the County Council and the Judiciary, shall designate by title (if feasible) or by named person, emergency interim successors and specify their order of secession. The officer shall review and revise, as necessary, designations to insure current status. The officer shall designate a sufficient number of persons so that there will be not less than three or more than seven, deputies or emergency interim successors or any combination thereof, at any one time. In the event that any officer (or his/her deputy provided for pursuant to law) is unavailable, the powers of the office shall be exercised and duties discharged by the designated emergency interim successor in the order specified. (See SC ST SEC 1-9-60)
 3. The County Administrator shall, subject to such rules as the Administrator may adopt, permit each appointed County officer to designate one or more temporary interim successors of such officer in the event the officer is unavailable for duty during an emergency caused by a declared disaster.
- B. Any County officer succeeding to an office on a temporary interim basis pursuant to this Section shall discharge the duties of that office until such time as the elected or appointed officer is available for duty or a regular successor is appointed by the ordinary means applicable to the office.
- C. Whenever it becomes impracticable, due to disaster, to convene the Council in the County seat, the Council may convene in any of the following alternate locations, pursuant to the South Carolina Code of laws section 6-3-10 thru section 6-3-30.

**Lancaster County Continuity of County Government Plan
Basic Plan**

1. Buford High School
 4290 Tabernacle Road
 Lancaster, South Carolina 29720
 (803) 286-7068
 2. Andrew Jackson High School
 6925 Kershaw Camden Highway
 Kershaw, South Carolina 29067
 (803) 475-2381
 3. Indian Land High School
 8063 River Road
 Indian Land, South Carolina 29707
 (803) 547-7571
- D. If it becomes impracticable or unsafe for members of the Council to convene in person during a declared emergency, the Council may convene by teleconference or any other reasonable means. After any emergency relocation, the business of the Council shall be lawfully conducted at such alternate site or sites for the duration of the emergency.
- E. Essential Records Preservation. All departments of Lancaster County shall identify records essential for continuity and preservation of government and provide for their protection according to the guidelines set by the South Carolina Code of Laws [SC ADC 12-500].

VIII. Severability

- A. If any provision of this plan or its application to any person or circumstance is held invalid, the remainder of the plan or the application of the provision to other persons or circumstances shall not be affected.

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**LANCASTER COUNTY CONTINUITY OF COUNTY GOVERNMENT
PLAN**

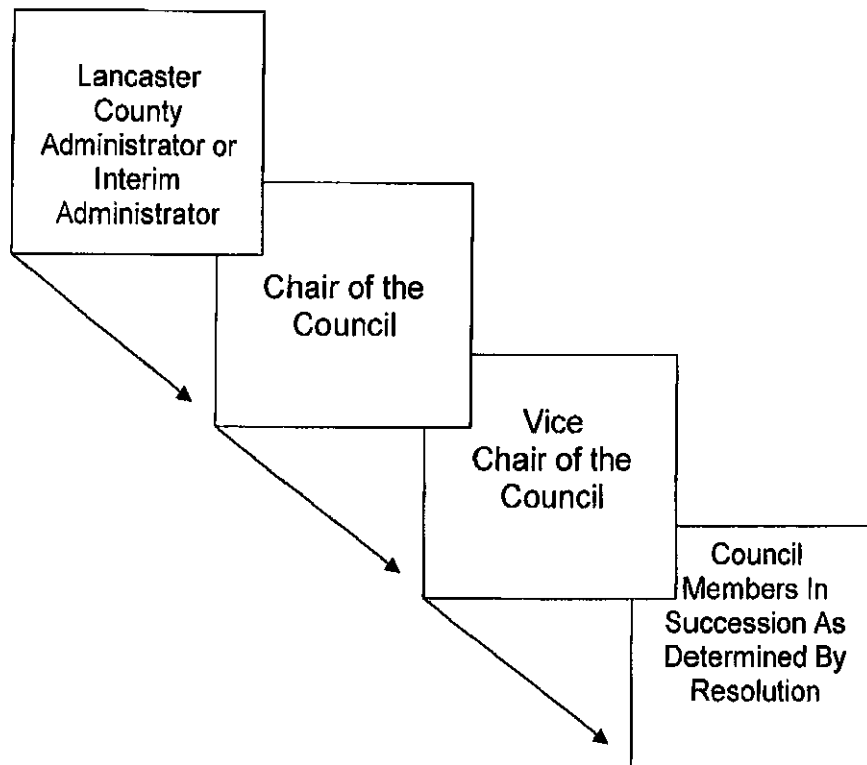
Section – 2
Annexes

**Comprehensive Plan for Emergency
Succession of Authority**

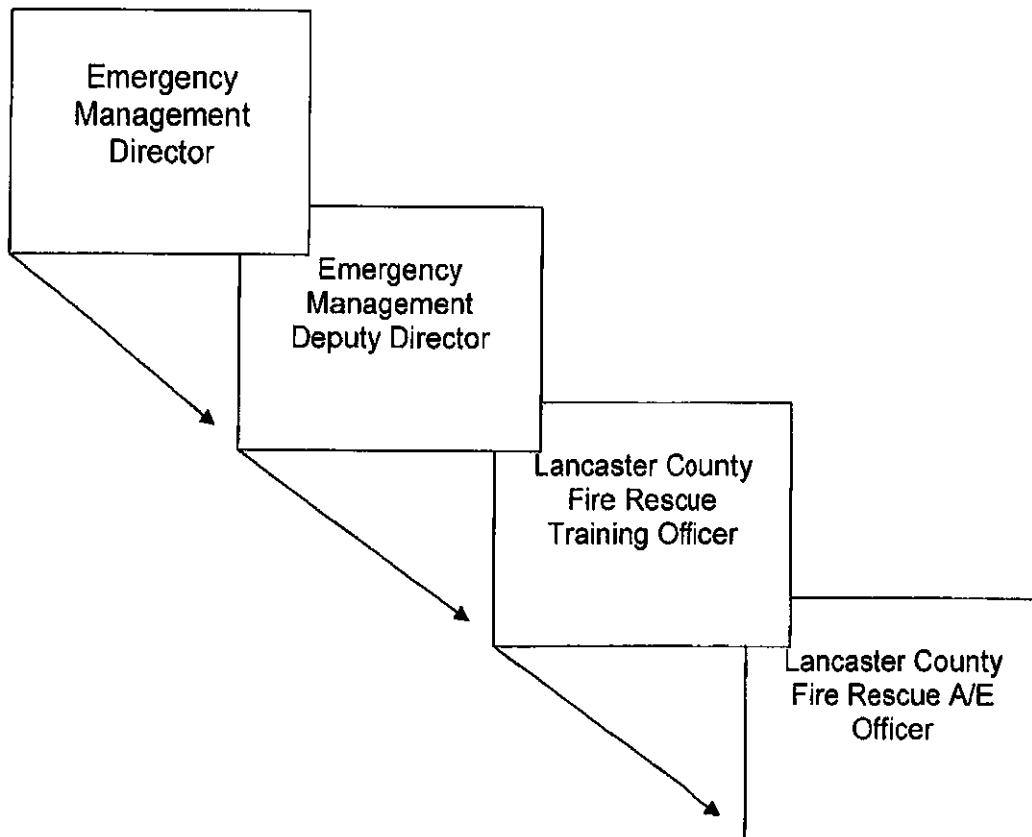
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SUCCESSION OF AUTHORITY

County Administrator



Emergency Management Director



I. Buford High School

In the event the County seat of Lancaster cannot be used to conduct normal business, Buford High School, Located approximately 8.5 miles to the east of the County Government Building, is a primary alternate choice for an emergency relocation of County Council. Buford is equipped with an emergency standby generator as well as adequate space to hold County Council Meetings.

Buford High School is located at:

4290 Tabernacle Road
Lancaster, South Carolina 29720

II. Andrew Jackson High School

Andrew Jackson High School is located approximately 14.75 miles south east of the County Government building. In the event that neither the County Seat or Buford High School are available due to an emergency situation or disaster, Andrew Jackson High School has an auditorium and additional space as may be required to hold County Council meetings.

Andrew Jackson High School is located at:

6925 Kershaw Camden Highway
Kershaw, South Carolina 29067

III. Indian Land High School

Indian Land High School is located approximately 16.5 miles north of the County Government building. In the event that neither the County Seat or Buford High School or Andrew Jackson High School are available due to an emergency situation or disaster, Indian Land High School has an auditorium and additional space as may be required to hold County Council meetings.

Indian Land High School is located at:

8063 River Road
Indian Land, South Carolina 29707

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**Lancaster County Continuity of County Government Plan
Annex C Legal Provisions For Continuity of Government**

**South Carolina Code of Laws
(Unannotated)
Current through the end of the 2014 Session**

TITLE 1. ADMINISTRATION OF THE GOVERNMENT

CHAPTER 9. EMERGENCY PROVISIONS

ARTICLE 1. EMERGENCY INTERIM EXECUTIVE AND JUDICIAL SUCCESSION

SECTION 1-9-50. Authorization of qualified local governments to enact ordinances providing for emergency interim successors to local offices. [SC ST SEC 1-9-50]

With respect to local offices for which the governing bodies of cities, towns, villages, townships, and counties may enact resolutions or ordinances relative to the manner in which vacancies will be filled or temporary appointments to office made, such bodies are hereby authorized to enact resolutions or ordinances providing for emergency interim successors to offices of such governmental units. Such resolutions and ordinances shall not be inconsistent with the provisions of the article.

SECTION 1-9-60. Applicability of emergency interim successor provisions to officers of political subdivisions not included in § 1-9-50. [SC ST SEC 1-9-60]

The provisions of this section shall be applicable to officers of political subdivisions (including, but not limited to, cities, towns, villages, townships and counties, as well as school, fire, power, water, sewer, watershed conservation, soil conservation, public service and drainage districts) not included in § 1-9-50. Such officers, subject to such regulations as the executive head of the political subdivision may issue, shall upon approval of this article, designate by title (if feasible) or by named person, emergency interim successors and specify their order of succession. The officer shall review and revise, as necessary, designations made pursuant to this article to insure their current status. The officer will designate a sufficient number of persons so that there will be not less than three, nor more than seven, deputies or emergency interim successors or any combination thereof, at any time. In the event that any officer of any political subdivision (or his deputy provided for pursuant to law) is unavailable, the powers of the office shall be exercised and duties shall be discharged by his designated emergency interim successors in the order specified. The emergency interim successor shall exercise the powers and discharge the duties of the office to which designated until such time as a vacancy which may exist shall be filled in accordance with the Constitution or statutes; or until the officer (or his deputy or a preceding emergency interim successor) again becomes available to exercise the powers and discharge the duties of his office.

SECTION 1-9-20. Definitions.

a) "Unavailable" means either that a vacancy in office exists and there is no deputy authorized to exercise all of the powers and discharge the duties of the office, or that the lawful incumbent of the office (including any deputy exercising the powers and discharging the duties of an office because of a vacancy) and his duly authorized deputy are absent or unable to exercise the powers and discharge the duties of the office.

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(b) "Emergency interim successor" means a person designated pursuant to this article, in the event the officer is unavailable, to exercise the powers and discharge the duties of an office until a successor is appointed or elected and qualified as may be provided by the Constitution, statutes, charters and ordinances or until the lawful incumbent is able to resume the exercise of the powers and discharge the duties of the office.

(c) "Office" includes all State and local offices, the powers and duties of which are defined by the Constitution, statutes, charters, and ordinances, except the office of Governor, and except those in the General Assembly and the judiciary.

(d) "Attack" means any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United States in any manner by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological, or biological means or other weapons or processes.

(e) "Political subdivision" includes counties, cities, towns, villages, townships, districts, authorities, and other public corporations and entities whether organized and existing under charter or general law.

**South Carolina Code of Laws
(Unannotated)
Current through the end of the 2014 Session**

TITLE 25. MILITARY, CIVIL DEFENSE AND VETERANS AFFAIRS

CHAPTER 1. MILITARY CODE

ARTICLE 4. SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SECTION 25-1-450. Duties of state, county and municipal governments for mutual assistance in emergencies. [SC ST SEC 25-1-450]

State, county and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies.

(1) State government shall be responsible for:

(a) Establishing policies and developing a plan and procedures to insure maximum utilization of all state resources to minimize loss of life and injury to the populace and destruction or damage to resources and facilities of the State during emergencies resulting from enemy attack or natural or man-made emergencies.

(b) Providing state forces and resources to support local governmental emergency operations and coordinating support with local governments from other sources, including the federal government and those unaffected counties of the State, and implement mutual assistance agreements with adjoining states.

(c) Assuming direction and control of area or local government emergency operations when requested by the county legislative delegation or their designees or when local government authority has broken down or is nonexistent or when the nature or magnitude of an emergency is such that effective response and recovery action is beyond local government's capability or when, in the event of a war emergency or declared natural or man-made emergency, state direction is required for implementation of a national plan.

(2) County and municipal governments shall be responsible for:

(a) Organizing, planning and otherwise preparing for prompt, effective employment of available resources of the county or municipality to support emergency operations of the municipalities of the county or to conduct emergency operations in areas where no municipal capability exists.

(b) Coordinating support to municipal emergency operations from other sources including state and federal assistance as well as support made available from other municipalities of the county.

(c) Developing and implementing a shelter/relocation plan to protect the populace from the hazards of a nuclear emergency and to provide for the congregate housing and care of persons displaced or rendered homeless as a result of a natural or man-made emergency.

South Carolina Code of Laws
(Unannotated)
Current through the end of the 2014 Session

**TITLE 6 LOCAL GOVERNMENT –PROVISIONS APPLICABLE TO SPECIAL
PURPOSE DISTRICTS AND OTHER POLITICAL SUBDIVISIONS**

**CHAPTER 3 EMERGENCY SEATS OF GOVERNMENT FOR POLITICAL
SUBDIVISIONS**

SECTION 6-3-10. Establishment of emergency locations for seats of government of political subdivisions. [SC ST SEC 6-3-10]

Whenever, due to an emergency resulting from the effects of enemy attack, or the anticipated effects of a threatened enemy attack, it becomes imprudent, inexpedient or impossible to conduct the affairs of local government at the regular or usual place thereof, the governing body of each political subdivision of this State may meet at any place within or without the territorial limits of such political subdivision on the call of the presiding officer or any two members of such governing body, and shall proceed to establish and designate by ordinance, resolution or other manner, alternate or substitute sites or places as the emergency temporary location, or locations, of government where all, or any part, of the public business may be transacted and conducted during the emergency situation. Such sites or places may be within or without the territorial limits of such political subdivision and may be within or without this State.

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SECTION 6-3-20. Conduct of public business at emergency locations.

During the period when the public business is being conducted at the emergency temporary location, or locations, the governing body and other officers of a political subdivision of this State shall have and possess and shall exercise, at such location, or locations, all of the executive, legislative and judicial powers and functions conferred upon such body and officers by or under the laws of this State. Such powers and functions may be exercised in the light of the exigencies of the emergency situation without regard to or compliance with time-consuming procedures and formalities prescribed by law and pertaining thereto, and all acts of such body and officers shall be as valid and binding as if performed within the territorial limits of their political subdivision.

SECTION 6-3-30. Chapter shall be controlling.

The provisions of this chapter shall control and be supreme in the event it shall be employed notwithstanding any statutory, charter or ordinance provision to the contrary or in conflict herewith.

**South Carolina Code of Regulations
(Unannotated)
Current through State Register Volume 37, Issue 9, effective
September 27, 2013**

ARTICLE 5

**GENERAL RETENTION SCHEDULES FOR COUNTY RECORDS
INTRODUCTION AND GENERAL MATTERS**

12-500. Introduction and General Matters; Application of Schedule.

The following general schedules contain minimum records retention periods for the official copy of the records. These retentions and dispositions apply regardless of physical format, i.e., paper, microfilm, electronic storage, digital imaging, etc. Convenience, informational or duplicate copies are not governed by this regulation and may be destroyed when no longer needed for reference. To destroy records in accordance with this regulation, county governments must complete and submit a report of records destroyed form to the Department of Archives and History after eligible records have been destroyed. These forms are available from the Department's Division of Archives and Records Management. Before disposing of public records under these general schedules, county governments should insure that the records have no further audit, legal, or fiscal value. These general schedules supersede all schedules approved previously for the same records series. However, county governments may opt out of these general schedules and request the continuing use of existing schedules or the establishment of specific retention schedules for their records when appropriate, necessary, or in order to avoid conflict with other laws or regulations.

SUBARTICLE 1

REGISTER OF DEEDS

12-501.1. Grantor and Grantee Index to Conveyances.

A. Description: A finding aid to instruments in the conveyance book series. Information includes name of grantee and grantor, book and page number where document is recorded, day and year of execution, month, day and year of recordation, number of acres or lots and a description of the land.

B. Retention: Permanent. Microfilm for security.

12-501.2. Conveyances (Deeds, Titles to Real Estate).

A. Description: Documents real property transactions plus infrequent entries involving personal property. Information includes grantor, grantee, location and description of land, monetary consideration, encumbrances (if any), signature of grantor, notary, and witnesses (or facsimiles thereof), date recorded, and plats (where applicable).

B. Retention: Permanent. Microfilm for security.

12-501.3. Mortgagor and Mortgagee Index to Real Estate Mortgages.

A. Description: A finding aid to instruments in the real estate mortgage book series. Information includes name of mortgagee and mortgagor, book and page number where document is recorded, and the date.

B. Retention: Permanent. Microfilm optional.

12-501.4. Real Estate Mortgages and Satisfactions.

A. Description: Records the transfer of property, serving as a security for a debt which becomes void when the debt is paid according to the terms of the mortgage. Information includes name of mortgagor and mortgagee, description of the property, date of instrument, date of recording and satisfaction of mortgage (where applicable).

B. Retention: Permanent. Microfilm optional.

12-501.5. Index to Plats.

A. Description: A finding aid to plats. Information includes name of owner and surveyor, date filed, date surveyed, volume and page number, property location, description, map number.

B. Retention: Permanent. Microfilm for security.

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12-501.6. Plats.

A. Description: Documents the legal survey and mapping of lands for grants and conveyances. Information includes location, boundaries and divisions, date of survey, certificate of surveyor, scale, property owners, date of recording, and plat.

B. Retention: Permanent. Microfilm for security.

12-501.7. Index to Miscellaneous Records.

A. Description: A finding aid to instruments in the miscellaneous record series. Information includes name of party, book and page number.

B. Retention: Permanent. Microfilm optional.

12-501.8. Miscellaneous Records.

A. Description: Various instruments filed with the register of mesne conveyance or clerk of court as register of mesne conveyance. These include charters, contracts, options, agreements, powers of attorney, covenants, articles of association, articles of mergers between corporations, notices of forthcoming mergers, assignments of contract to mortgages, limited partnership agreements, and notices of intent to petition.

B. Retention: Permanent. Microfilm optional.

12-501.9. Index to Uniform Commercial Code Financing Statements.

A. Description: A finding aid for liens on personal property under the Uniform Commercial Code adopted for South Carolina as of January 1968. Information includes name of debtor, date of personal debt, date of maturity character of debt, and description of personal property pledged.

B. Retention: 1 year after all entries have been terminated or lapsed, then destroy.

12-501.10. Uniform Commercial Code Financing Statements.

A. Description: Original papers recording liens on personal property under the Uniform Commercial Code adopted for South Carolina as of January 1968. These replace chattel mortgages. Information includes file number, debtor's name and address, secured party, filing date, time, number, and officer, types of property covered, signature of party and signature of clerk.

B. Retention:

(1) Financing statements where transmitting utility is the debtor: 1 year after termination statement has been filed, then destroy. If a microfilm or other photographic record of the financing statement and any related statements (continuation, assignment, release) exist, originals may be destroyed immediately after receipt of termination statement. Microfilm or other photographic records may then be destroyed one year after

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termination statement has been filed.

(2) Other financing statements: 1 year after statement has lapsed or termination statement has been filed, then destroy. If a microfilm or other photographic record of the financing statement and any related statements (continuation, assignment, release) exist, originals may be destroyed immediately after statement has lapsed or after receipt of termination statement. Microfilm or other photographic records may then be destroyed one year after statement has lapsed or termination statement has been filed.

12-501.11. Charters.

A. Description: Consists of information on charters which have been recorded in the office of the Secretary of State. Information includes name of organization, incorporators, date, place of activities, capital, stock, increases in capital stock and cancellations.

B. Retention: Permanent. Microfilm optional.

12-501.12. Chattel Mortgages and Indexes.

A. Description: Defunct series containing original papers recording liens on personal property by chattel mortgages. Information includes debtor's name and address, secured party, filing date, time, number, officer, types of property covered, signature of party, signature of notary. These have been replaced by Uniform Commercial Code Financing Statements.

B. Retention:

(1) Records concerning chattel mortgages for rural electric cooperatives and Public Service Commission regulated utilities: Until termination statement is filed, then destroy.

(2) Other records: Destroy.

12-501.13. Index to Federal Tax Liens.

A. Description: Finding aid to federal tax liens. Information includes name of taxpayer, address of taxpayer, date of filing, hour of filing, and amount of tax with interest.

B. Retention: Permanent. Microfilm optional.

12-501.14. Federal Tax Liens.

A. Description: Standard forms filed in the office against personal property as a means of collecting delinquent federal taxes. Information includes period ending, type and amount of taxes owed, amount of penalty, amount of interest, total taxes, name/address of taxpayer, warrant number, date of notice and demand, date signed, and signature of tax official.

B. Retention: 10 years and 30 days after date of assessment or last extension, whichever is longer, then destroy.

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12-501.15. Index to State Tax Liens.

A. Description: Finding aid to state tax liens. Information includes name of taxpayer, address of taxpayer, date of filing, hour of filing, and amount of tax with interest.

B. Retention: 10 years, then destroy.

12-501.16. State Tax Liens.

A. Description: Standard forms filed in the office against personal property as a means of collecting delinquent state taxes. Information includes period ended, type and amount of taxes owed, amount of penalty, interest, total tax, name/address of taxpayer, warrant number, date of notice and demand, date assigned, and signature of tax official.

B. Retention: 10 years, then destroy.

12-501.17. Index to Mechanics Liens.

A. Description: Serves as the principal finding aid for locating mechanics liens. Information includes name of plaintiff, name of defendant, and file number.

B. Retention: 10 years after final entry has been executed, discharged, released, or dissolved, then destroy.

12-501.18. Mechanics Liens.

A. Description: Records transcripts of mechanics' and contractor's claims filed as statutory liens on property to secure payment of debt for materials or labor used thereon. Information includes name of defendant, name of plaintiff, description of lien, recording date and time, book numbers and page number.

B. Retention: 10 years after final judgment to execute the lien, discharge, release or dissolution has been entered upon the registry, then destroy.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1320

)

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 con-forming 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) 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	Passed 6-1
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: 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-mobles 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.~~
 - ~~(dc) 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

	January 12, 2015	Tabled
First Reading:	January 26, 2015	Tentative
Second Reading:	February 9, 2015	Tentative
Third Reading:	February 23, 2015	Tentative

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: 1/15/14

Contact Person / Sponsor: Andy Rowe

Department: Planning

Issue under Consideration:

Rezoning application of James E. Merrifield to rezone one parcel from R-30P, Low Density Residential/Agricultural Panhandle District, and three parcels from R-15P, Moderate Density Residential/Agricultural Panhandle District, to B-3, General Commercial District. The applicant wishes to rezone all four parcels for commercial development in the future.

The property is located along the eastern edge of US Highway 521 in Lancaster County, South Carolina. The property is located \pm 1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 and consists of \pm 30 acres.

Points to Consider:

The property is surrounded by R-15P, Low Density Residential/Agricultural Panhandle District to the east. The adjacent properties to the west are all already zoned as B-3, General Commercial District and the parcel directly beside property to the north is zoned B-3. The facts and findings of this report show that the property is designated as Neighborhood Mixed Use/Pedestrian Center based on the new Lancaster County Comprehensive Plan 2014-2024 Future Land Use Map that was adopted on December 8, 2014. Currently in our Unified Development Ordinance the B-3, General Commercial District falls into the Neighborhood Mix Use/Pedestrian Center. The County will be rewriting the UDO to reflect new zoning districts in the future. This process will take approximately 16 months. The County has not placed a moratorium on rezoning requests and applicants still have the right to ask for a rezoning. This is why the applicant is requesting a B-3 zoning district. The applicant understands in the future the zoning district will change to accommodate the Neighborhood Mixed Use/Pedestrian Center that is classified on the Future Land Use Map of the Lancaster County Comprehensive Plan 2014-2024.

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

It is therefore the recommendation of the planning staff that the rezoning request for the property located along the eastern edge of US Highway 521 \pm 1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 be APPROVED for the rezoning.

At the Lancaster County Planning Commission meeting on Tuesday, December 16, 2014 the Commission voted to APPROVE the rezoning application of James E. Merrifield by a vote of (5-0).

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: Planning Staff Report, Maps, Ordinance

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1330

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY MARGARET DELL M. ORR, MARY C. MCGINN, WILLIAM C. MCGINN III, CAROL J. MCGINN, JANE ROBERTS, AND JOHN C. MCGINN, REPRESENTED BY JAMES E. MERRIFIELD. PROPERTY IS LOCATED \pm 1,150 FEET SOUTH OF THE INTERSECTION OF US HIGHWAY 521 AND SC HIGHWAY 160 ALONG THE EASTERN EDGE OF US HIGHWAY 521 FROM R-30P, LOW DENSITY RESIDENTIAL /AGRICULTURAL PANHANDLE DISTRICT AND R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO B-3, GENERAL COMMERCIAL 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) James E. Merrifield applied to rezone property located \pm 1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 from R-30P, Low Density Residential/Agricultural Panhandle District and R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial District.

(b) On December 16, 2014, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30P, Low Density Residential/Agricultural Panhandle District and R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0008-00-015.00, 0008-00-015.01, 0008-00-015.02, 0008-00-15.03.

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

Larry McCullough, Chair, County Council

Jack Estridge, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 1-26-15

Second Reading: 2-9-15

Third Reading: 2-23-15

Approved as to form:

County Attorney

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Lancaster County Council Agenda Item Summary

Date of Request: January 19, 2015

Contact Person / Sponsor: Steve Willis - Keith Tunnell

Department: Admin - Economic Development

Issue under Consideration:

Extension of performance time period for Fancy Pokkets from eighteen months to twenty one months.

Points to Consider:

The original wording in the ordinance reflected eighteen months.

The building is substantially complete but does not yet have a Certificate of Occupancy.

The eighteen months expired in late December.

We did hit some periods of inclement weather that delayed construction.

The concept for the payment was to guarantee the developer didn't just sit on the property and attempt to sell it. That is obviously not the case here.

Funding and Liability Factors:

N/A

Options:

Approve the extension or execute on the payment.

Recommendations:

Approve the ninety day extension.

Attachments: Ordinance

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1333

COUNTY OF LANCASTER

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~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

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

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

Section 1. Incentive and Conveyance of Property Agreement.

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

The Company agrees as follows:

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

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	January 26, 2015	(TENTATIVE)
Second Reading:	February 9, 2015	(TENTATIVE)
Third Reading;	February 23, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: January 16, 2015

Contact Person / Sponsor: Steve Willis

Department: 021 - Administration

Issue under Consideration:

The Lancaster County Water and Sewer District has requested an easement on county park property adjacent to Old Bailes Road. The easement is for the sewer line to serve Keer.

Points to Consider:

This is a passive park - walking trail. The easement will cross the parking lot which means it will be closed during installation of the sewer line. The parking lot will be repaired to the satisfaction of the Parks and Recreation Department.

Funding and Liability Factors:

N/A

Options:

Approve or reject the ordinance granting the easement for the sewer line to serve Keer.

Recommendations:

Staff respectfully recommends approval of the ordinance granting the easement.

Attachments: Agreement and drawing from MDB

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1334

COUNTY OF LANCASTER

)

AN ORDINANCE

TO APPROVE A RIGHT OF WAY AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY WATER AND SEWER DISTRICT, PROVIDING AN EASEMENT TO THE LANCASTER COUNTY WATER AND SEWER DISTRICT TO BE LOCATED ALONG OLD BAILES ROAD; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County (the "County") owns the land adjacent to Old Bailes Road identified further as Tax Map No. 0007-00-027.00;

(2) Lancaster County Water and Sewer District (the "District") is the provider of water and sewer service to portions of Indian Land and the District proposes to upgrade the sewer service in the area to serve Keer; and

(3) it is the purpose of this ordinance to approve a right of way agreement providing an easement to so that the District may upgrade sewer service to serve Keer.

Section 2. Approval of right-of-ways agreement.

(A) Council authorizes and approves the Right of Way Agreement granting an easement to the Cooperative as described in Section 1. The form of the Right of Way Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Right of Way Agreement are incorporated herein by reference as if the Right of Way Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Right of Way Agreement on behalf of the County. By adoption of this ordinance, Council approves the Right of Way Agreement and all of its terms, provisions and conditions. The Right of Way Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the Right of Way Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Right of Way Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Right of Way Agreement.

Section 3. Authority to act.

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

Section 4. Severability.

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

Section 5. Conflicting provisions.

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

First Reading:	January 26, 2015 (tentative)
Second Reading:	February 9, 2015 (tentative)
Public Hearing:	February 23, 2015 (tentative)
Third Reading:	February 23, 2015 (tentative)

Approved as to form:

John Weaver, County Attorney

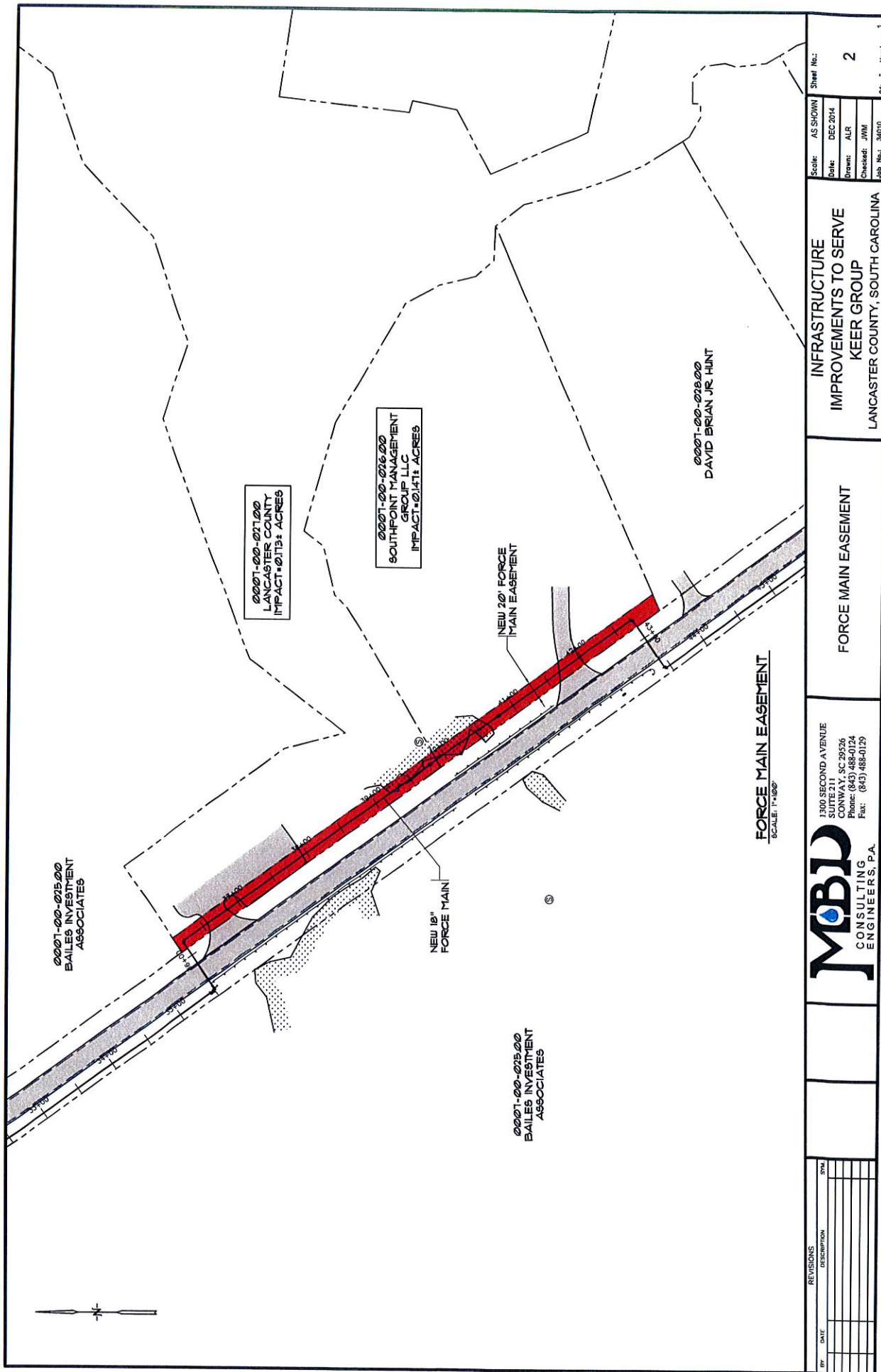
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Exhibit A to Ordinance No. 2015 - ____

**Form of Right-of-Way Agreement
Lancaster County and Lancaster County Water and Sewer District
Old Bailes Road Easement**

See attached.

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REVISIONS BY DATE DESCRIPTION		Scale: AS SHOWN Date: DEC 2014 Drawn: ALR Checked: JMW Job No.: 34010 Off: - Version: 1	Sheet No.: 2
INFRASTRUCTURE IMPROVEMENTS TO SERVE KEER GROUP LANCASTER COUNTY, SOUTH CAROLINA		FORCE MAIN EASEMENT	
1300 SECOND AVENUE SUITE 211 CONWAY, SC 29526 Phone: (843) 488-0124 Fax: (843) 488-0129 MBD CONSULTING ENGINEERS, P.A.			

Lancaster County Council Agenda Item Summary

Date of Request: January 20, 2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Issue under Consideration:

The Capital Project Sales Tax referendum passed the public vote in November, 2014. In order to begin the construction projects sooner than awaiting the receipt of the tax dollars as would normally be generated, the County will bond off up to \$16 Million Dollars. This bonding authority was advertised in the referendum question.

Points to Consider:

N/A

Funding and Liability Factors:

There are the normal costs of bonding associated with a government entity borrowing monies. That money can be saved by awaiting the receipt of the tax dollars as paid and progressing on a Pay-Go basis, but there would be a substantial delay in beginning the projects. The public vote approved the bonding method by which an early start could be accomplished.

Options:

Recommendations:

Assuming Council is in accord with the wishes of the voting public and desires to move forward more quickly in beginning the projects, it is recommended that Council APPROVE and PASS the ordinance.

Attachments: _____

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney Jw _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1335

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2015A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO; AND ADOPTING WRITTEN PROCEDURES RELATED TO TAX-EXEMPT DEBT AND WRITTEN PROCEDURES RELATED TO CONTINUING DISCLOSURE

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“**2015A Bonds**” shall mean the not to exceed \$16,500,000 general obligation bonds authorized herein, a portion of the proceeds of which will be used to fund the Bond-approved Projects.

“**Beneficial Owner**” shall mean any purchaser who acquires beneficial ownership interest in an Initial Note held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015A Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“**Book-Entry Form**” or “**Book-Entry System**” shall mean with respect to the 2015A Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the BANS may be transferred only through a book-entry; and (b) physical 2015A Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015A Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015A Bonds when subject to the Book-Entry System.

“**Books of Registry**” shall mean the registration books maintained by the Registrar in accordance with Section 10 hereof.

“**Bond-approved Projects**” shall mean \$12,000,000 for the roadway improvements and \$4,500,000 for the communications system.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015A Bonds, and to effect transfers of the 2015A Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State of South Carolina or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding 2015A Bonds.

“Initial 2015A Bonds” shall mean the 2015A Bonds initially issued in Book-Entry Form as provided in Section 14 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2015-1335.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

“Projects” shall mean the projects identified in the successful capital projects sales tax re-imposition referendum held in the County on November 4, 2014.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015A Bonds or in the case of any proposed redemption of 2015A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015A Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

"S.C. Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"State" shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, 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 therein and in Section 12 of Article X. Article X, Section 14 further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in Article X.

(c) 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 bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds 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 bonds in accordance with such remaining provisions.

(e) Pursuant to Ordinance No. 943 duly enacted by the Council on August 13, 2008 and a successful referendum held on November 4, 2008, the County imposed a one percent sales and use tax within the County for seven years commencing May 1, 2009 (the "Earlier Imposed Tax").

(f) Pursuant to Ordinance No. 2014-1286 duly enacted by the Council on August 11, 2014 and a successful referendum (the "Referendum") held in the County on November 4, 2014, the electors of the County voted in favor of the re-imposition of the Earlier Imposed Tax in the County (the "Re-imposed Tax") for an additional seven (7) years to fund the Projects. The Re-imposed Tax will start immediately following the termination of the Earlier Imposed Tax. The Referendum permitted a portion of the Projects to be financed by the issuance of general obligation bonds of the County.

(g) In the Referendum, the following question was submitted to the qualified electors of the County:

Must a special one percent sales and use tax (the "Tax") be imposed in Lancaster County (the "County") for not more than seven (7) years from the date of imposition to raise the amounts specified for the following purposes and in order to pay the costs (including rights-of-way acquisition and architectural, engineering, legal, administrative costs, and related fees) of the projects described below; pending the receipt of such sales and use tax, must the County also be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$16,500,000 to be paid from the sales and use tax to be received and pledge the sales and use tax to be received to the payment of the principal of and interest on the Bonds?

\$26,000,000 – Road improvements and resurfacing for roads owned by the County and roads owned by the South Carolina Department of Transportation;

\$7,500,000 – Acquisition and construction of a public safety and emergency services communications system;

\$8,000,000 – Constructing and equipping improvements to the library system; and

\$238,000 – Constructing and equipping a forensics crime laboratory facility for the County Sheriff's Department.

The proceeds of the Bonds will be expended as follows: \$12,000,000 for the roadway improvements and \$4,500,000 for the communications system. The proceeds of the Tax will be used to pay directly the cost of the portion of the projects not funded with Bond proceeds in the following priority: (1) forensics crime laboratory; (2) the completion of the communications system; (3) library system; and (4) remaining roadway improvements.

TOTAL COST OF ALL PROJECTS: \$41,738,000

The maximum amount of net proceeds of the Tax that will be pledged for and used for the payment of the principal of and interest on the Bonds must not exceed \$18,200,000.

CONDITIONS AND RESTRICTIONS ON THE USE OF SALES AND USE TAX REVENUE COLLECTED UNDER THE CAPITAL PROJECT SALES TAX ACT: The Tax shall be expended for design, engineering, construction or improvement of the capital projects listed above. Net proceeds of the Tax, if approved, must be expended for the purposes stated and in the priority listed. The expenditure of revenues from the Tax, if approved, shall be subject to acquisition of title, right-of-way, design and engineering considerations, environmental issues, the discovery of historic sites or endangered species, the receipt of necessary permits, funding of projects from other sources, bids in excess of project estimates, qualifications of bidders, cost overruns, exhaustion or insufficiency of Tax revenues to complete all projects in order and priority provided herein and other unforeseen circumstances and conditions. If Tax revenues are insufficient to fund completely all projects, the lowest priority project will not be fully funded.

INSTRUCTIONS TO VOTERS: All qualified electors of the County desiring to vote in favor of imposing the tax for the stated purposes and authorizing the issuance and sale of the Bonds in connection therewith as outlined above and subject to the limitations and conditions set forth above shall vote "YES" and all qualified electors opposed to imposing the tax and issuing the Bonds shall vote "NO."

YES []

NO []

The Referendum has been duly conducted and a majority of the qualified electors of the County voting in the Referendum voted in favor of the Capital Projects Sales Tax and the issuance and sale of the general obligation bonds.

(h) The issuance of the 2015A Bonds authorized by this Ordinance for the purposes of funding a portion of the Bond-approved Projects, and paying costs of issuance of the 2015A Bonds is necessary and in the best interest of the County and such 2015A Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) The County Council has been advised by Bond Counsel that a best practice related to the issuance of tax-exempt bonds is for each issuer to have Written Procedures related to Tax-Exempt Debt and Continuing Disclosure.

SECTION 3. Authorization and Details of 2015A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$16,500,000 aggregate principal amount of general obligation bonds of the County to be designated "16,500,000 (or such lesser amount issued) General Obligation 2015A Bonds (appropriate series designation), of Lancaster County, South Carolina" (the "2015A Bonds"), for the purpose set forth in Section 2(h) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The 2015A Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Not later than twenty-four (24) hours after the receipt of bids, the County shall designate the registrar and paying agent (the "Registrar/Paying Agent") for the 2015A Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

SECTION 4. Delegation of Authority to Determine Certain Matters Relating to the 2015A Bonds. Without further authorization, the County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the 2015A Bonds; (b) the maturity dates of the 2015A Bonds and the respective principal amounts maturing on such dates;

(c) the interest payment dates of the 2015A Bonds; (d) redemption provisions, if any, for the 2015A Bonds; (e) the date and time of sale of the 2015A Bonds; (f) the authority to receive bids on behalf of the County Council; (g) the authority to award the sale of the 2015A Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015A Bonds; and whether the 2015A Bonds should be sold together with general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015A Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015A Bonds as set forth in this paragraph.

SECTION 5. Registration, Transfer and Exchange of 2015A Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or 2015A Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015A Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015A Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of 2015A Bonds during the fifteen (15) days preceding an interest payment date on such 2015A Bonds.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015A Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of 2015A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of 2015A Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated

or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other 2015A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. Execution of 2015A Bonds. The 2015A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015A Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 9. Form of 2015A Bonds. The 2015A Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for 2015A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the 2015A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the Holders of the 2015A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015A Bonds to become includable in the gross income of the Bondholders 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 2015A Bonds. The County further covenants and agrees with the holders of the 2015A Bonds that no use of the proceeds of the 2015A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015A Bonds would have caused the 2015A Bonds to be "arbitrage bonds," 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 2015A Bonds 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 14. Book-Entry System. The "Initial 2015A Bonds" will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial 2015A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015A Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the 2015A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial 2015A Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015A Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015A Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial 2015A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015A Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of 2015A Bonds, Form of Notice of Sale. The 2015A Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale. For any 2015A Bonds to be offered as BABS, appropriate modifications shall be made in the Notice of Sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015A Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange County. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the 2015A Bonds so that it may be provided to the purchaser of the 2015A Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange County Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the 2015A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

The County hereby adopts the following procedures relating to continuing disclosure for the 2015A Bonds and all future publicly-traded debt:

a. The Chief Financial Officer or the equivalent thereto (the "CFO") of the County shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the County or imposed upon the County by state or federal law or regulations. The CFO is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the CFO.

b. The CFO shall acquire a clear understanding regarding the County's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association, the CFO shall participate in continuing education programs regarding continuing disclosure.

c. For each issuance of bonds that involves a continuing disclosure obligation, the CFO shall review such continuing disclosure undertaking and discuss with the County's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015A Bonds shall be deposited with the County Treasurer in a special fund and shall be applied solely to the purposes for which the 2015A Bonds have been issued, including payment of costs of issuance of the 2015A Bonds, except that any premium shall be placed in the sinking fund established for the 2015A Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance 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 2015A Bonds, and such Bond or 2015A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or 2015A Bonds 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 2015A Bonds 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 2015A Bonds shall no longer be deemed to be outstanding hereunder, such 2015A Bonds 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, shall no longer be secured by or entitled to the benefits of this Ordinance.

"Government Obligations" shall mean any of the following:

- (i) 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;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS");

- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or 2015A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 20. Written Procedures Related to Tax-Exempt Debt. The Board hereby approves the Written Procedures Related to Tax-Exempt Debt as attached hereto as Exhibit E.

SECTION 21. Declaration of Intent to Reimburse Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Regulation § 1.150-2 to reimburse the County from the proceeds of tax-exempt debt in the form of general obligation bonds of the County to be issued pursuant to the Constitution, the County Bond Act and Title 11, Chapter 27, for expenditures with respect to the Bond-approved Projects (the "Expenditures"). The County anticipates incurring Expenditures with respect to the Bond-approved Projects prior to the issuance by the County of the 2015A Bonds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general funds.

SECTION 22. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015A Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor, in connection with the issuance of the 2015A Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

[Remainder Page Intentionally Left Blank]

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted 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

Approved as to form:

County Attorney

Date of First Reading: January 26, 2015 (Tentative)
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION BOND, SERIES 2015A

No. R-1

INTEREST
RATE

MATURITY
DATE

ORIGINAL
ISSUE DATE

CUSIP

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

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

This Bond is one of a series of 2015A Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; the successful results of a referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or 2015A Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the 2015A Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

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

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015A Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015A Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 N. Main Street, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation 2015A Bonds, Series 2015A, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$16,500,000 (the "2015A Bonds"). The proceeds of the 2015A Bonds will be used for any one or more of the following purposes: (i) funding projects approved to be funded from bonds in the November 4, 2014, referendum (the "Referendum") held in the County; and (ii) paying the costs of issuance of the 2015A Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the 2015A Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the capital project sales tax which was re-imposed pursuant to the Referendum.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015A Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2015A,
OF LANCASTER COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster County, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation 2015A Bonds, Series 2015 ____, of the County (the "2015A Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation 2015A Bonds, Series 2015 ____, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) 436-2108.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015A Bonds: The 2015A Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015A Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their

interest in the 2015A Bonds purchased. The winning bidder, as a condition to delivery of the 2015A Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The 2015A Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015A Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the 2015A Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015A Bonds. In order to calculate the yield on the 2015A Bonds for federal tax law purposes and as a condition precedent to the award of the 2015A Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015A Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015A Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015A Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015A Bonds offered, without taking into account any adjustment in the amount of the 2015A Bonds pursuant to this paragraph.

The 2015A Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015A Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015A Bonds will be awarded to the bidder or bidders offering to purchase the 2015A Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015A

Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015A Bonds, results in an amount equal to the price bid for the 2015A Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$_____ General Obligation 2015A Bonds, Series 2015A of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015A Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015A Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015A Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015A Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015A Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015A Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015A Bonds, stating the initial reoffering price of the 2015A Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015A Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015A Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015A Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015A Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the School District with respect to the 2015A Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015A Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015A Bonds. Persons seeking information should communicate with the School District's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$_____ General Obligation 2015A Bonds, Series 2015A (the "2015A Bonds"). The 2015A Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015A Bonds**" shall mean the \$_____ General Obligation 2015A Bonds, Series 2015A, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the 2015A Bonds required to comply with the Rule in connection with offering of the 2015A Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for current fiscal year;
- (c) Outstanding indebtedness of the County;
- (d) Market value/assessment summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the School District;
- (14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015A Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015A Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may

discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015A Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015A Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina

Name of Bond Issue: \$ _____ General Obligation 2015A Bonds, Series 2015A,
Lancaster County, South Carolina

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015A Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

LANCASTER COUNTY, SOUTH CAROLINA

LANCASTER COUNTY, SOUTH CAROLINA

**WRITTEN PROCEDURES
Related to Tax-Exempt Debt**

The Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder (the “Regulations”) impose certain requirements on tax-exempt bonds, including but not limited to, restrictions on the use of bond proceeds and bond-financed property, arbitrage yield restrictions, and the arbitrage rebate requirement. These requirements are generally applicable throughout the period that the bonds remain outstanding.

The September 2011 revision to the Form 8038-G, Information Return for Tax Exempt Governmental Obligations (“Form 8038-G”) requires the issuer to represent whether it has established written procedures to (a) monitor the requirements of Section 148 of the Code, including, but not limited to, the arbitrage rebate and arbitrage yield restriction requirements; and (b) ensure that any nonqualified bonds (within the meaning of Section 1.148-12(j) of the Regulations) are remediated in accordance with the Code and the Regulations.

In addition to the above-described Form 8038-G representations, Lancaster County, South Carolina (the “County”) has been advised that additional procedures are recommended in order for the County to document compliance with the applicable federal tax requirements. Actions pursuant to these procedures (collectively referred to as post-issuance tax compliance) are intended to assist the County in documenting compliance with the applicable federal tax requirements. Post-issuance tax compliance begins with the debt issuance process itself and includes a continuing focus on investments of bond proceeds and use of bond-financed property. Post issuance tax compliance requires identifying the responsible people and the applicable procedures.

References herein to a “bond” or to “bonds” shall apply to all forms of tax-exempt obligations including, but not limited to, lease/purchase agreements, bond anticipation notes, and tax anticipation notes.

Procedures

The County’s Finance Director (the “CFO”) is designated as being responsible for post-issuance tax compliance. The CFO may delegate to his staff or contract with independent contractors (such as an arbitrage/rebate consultant or a consulting engineer) responsibility for different aspects of post-issuance tax compliance. For example, coordinating and documenting the expenditure of bond proceeds on projects may be delegated to the consulting engineer. However, the CFO will be ultimately responsible for implementing the procedures described herein.

The County recognizes that that the County has issued tax-exempt debt prior to the adoption of these procedures. With respect to this prior issued debt, the CFO will take reasonable steps to collect and maintain appropriate documentation of compliance with these procedures. However, the County recognizes that such documentation may not exist with respect to some of the items enumerated in these procedures.

Issuance – The CFO will:

- (a) Confirm the filing of the Form 8038 or Form 8038-G (or applicable successor form) with Internal Revenue Service (“IRS”). Filing of the applicable Form 8038 is usually overseen by bond counsel at or soon after the closing of a bond issue.
- (b) Obtain and store the Transcript of Proceedings prepared by bond counsel (which typically includes the applicable Form 8038 and the Federal Tax Certificate containing the County’s expectations as of the date of issuance of the bond issue).

Recordkeeping – The CFO will:

- (a) Establish a plan for keeping relevant books and records as to the investment and the expenditure of bond proceeds.
- (b) Keep accurate records including:
 - Basic records relating to the bond transactions (including the trust indenture, loan agreements, and bond counsel opinion; see Transcript of Proceeding, above);
 - Documentation evidencing the expenditure of bond proceeds;
 - Documentation evidencing use of bond-financed property by public and private users (i.e., copies of management contracts, material power purchase contracts);
 - Documentation evidencing all sources of payment or security for the bonds; and
 - Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- (c) Keep all records in a manner that ensures their complete access to the IRS so long as they are material. While this is typically accomplished through the maintenance of hard copies, records may be kept in an electronic format if certain requirements are satisfied, in accordance with the guidelines in Revenue Procedure 97-22, 1997-1 C.B. 652.
- (d) Keep the relevant records for each issue of bonds for as long as such issue of bonds is outstanding (including any bonds issued to refund such issue of bonds) plus three years after the final redemption date of the bonds.

Arbitrage Rebate and Arbitrage Yield Restriction – The CFO will:

- (a) Engage the services of an arbitrage/rebate consultant for assistance in compliance with arbitrage related issues. As of the date of the adoption of these procedures, the County has retained AMTEC Compliance as its arbitrage/rebate consultant.
- (b) Work with the County’s bond counsel, financial advisor and/or arbitrage/rebate consultant to monitor compliance with “temporary period exceptions” for expenditure of bond proceeds, typically three years for new money bonds, and provide for yield restriction of investments or “yield reduction payments” if exceptions are not satisfied.
- (c) Work with the County’s bond counsel and financial advisor to ensure investments acquired with bond proceeds are purchased at fair market value. This may include use of bidding procedures under the regulatory safe harbor (Section 1.148-5(d) of the Regulations).

- (d) Consult with the County's bond counsel prior to the creation of funds which would reasonably be expected to be used to pay debt service on tax-exempt bonds to determine in advance whether such funds must be invested at a restricted yield (i.e., yield restricted).
- (e) Consult with the County's bond counsel and financial advisor before engaging in post-issuance credit enhancement transactions (e.g., bond insurance, letter of credit) or hedging transactions (e.g., interest rate swap, cap).
- (f) Consult with the County's bond counsel, financial advisor, and/or arbitrage/rebate consultant to identify situations in which compliance with applicable yield restrictions depends upon subsequent investments (e.g., purchase of 0% SLGS from U.S. Treasury) and monitor implementation.
- (g) Work with the County's arbitrage/rebate consultant to arrange for timely computation of rebate/yield reduction payment liability and, if an amount is payable, for timely filing of Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate (or applicable successor form), and payment of such liability. Rebate/Yield Reduction payments are ordinarily due at 5-year intervals.

Private Use of Refunding Bond-Financed Facilities - The CFO will:

- (a) Create and maintain records of which proceeds of bond issues were used to finance which facilities. These records shall incorporate the refunding or partial refunding of any bond issues.
- (b) Record the allocation of bond proceeds to expenditures, including reimbursements. These records will be consistent with the expenditures used for arbitrage purposes.
- (c) Record the allocation of bond proceeds and funds from other sources in connection with any bond funded project. Review expenditure of bond proceeds with bond counsel and/or consulting engineer to ensure bond proceeds are used for qualifying costs.
- (d) Review with bond counsel prior to the sale or lease of a bond-financed facility, or the granting of a license or management contract, or any other arrangement allowing private use of a bond financed facility, the terms of such arrangement.
- (e) Keep records of private use, if any, of bond-financed facilities to monitor the amount of private use of bond-financed facilities. Relevant to the County, private use generally includes: use of the proceeds of bonds or bond-financed facilities in any activity by a person or organization that is not (a) a state or local government; or (b) a natural person. Notwithstanding the preceding sentence, private business use generally does not include: (a) use as a member of the general public pursuant to arrangements with a term of less than 200 days; and (b) use by a nongovernmental person pursuant to an arrangement with a term of less than 50 days that is a result of arms-length negotiations and compensation payable under the arrangement is not less than fair market value.
- (f) Private use of bond-financed facilities shall be reviewed once a year (in connection with the preparation of the annual financial statements). If private use occurs, bond counsel will be consulted to determine if remedial action is necessary (including but not included to, the remediation of all non-qualified bonds in accordance with Section 1.14-12 of the Regulations).

Reissuance – The CFO will:

- (a) Consult with bond counsel to identify any post-issuance modification to the terms of bonds which could be treated as a current refunding of “old” bonds by “new” bonds, often referred to as a “reissuance.”
- (b) Consult with bond counsel to determine whether any “remedial action” (see item (f) under “Private Use of Refunding Bond-Financed Facilities” above) in connection with private use must be treated as a “reissuance.”

Lancaster County Council Agenda Item Summary

Date of Request: January 20, 2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Issue under Consideration:

Ordinance 2015-1336 relates to the payoff and refinancing of bonds issued in 2010 for the Pleasant Valley Fire Protection District.

Points to Consider:

The principal bond indebtedness stands at \$1,905,000. By refinancing this debt and using the new bond proceeds to pay off what is owned, it is estimated that the interest rate on the debt will be reduced from 3.48% down to 2.60%. Over the life of the bond repayment schedule, an interest savings of \$138,000+ is anticipated.

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

Because passage of this ordinance authorizing the refinancing of the bonds will provide a substantial interest savings to Lancaster County, it is recommended that Council APPROVE and PASS the ordinance.

Attachments: _____

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney *JW*

Other staff _____

Received by Clerk to Council on _____

Lancaster County - Series 2010B Refunding (Pleasant Valley Fire Protection)

Calendar Year	Prior Bond Payments			New Bond Payments			Net Savings
	Principal Portion	Interest Portion	Total	Principal Portion	Interest Portion	Total	Savings
2015		\$31,687	\$31,687		\$33,125	\$33,125	(\$1,438)
2016		\$63,373	\$63,373		\$79,500	\$79,500	(\$16,127)
2017	\$110,000	\$61,943	\$171,943	\$85,000	\$77,800	\$162,800	\$9,143
2018	\$115,000	\$58,944	\$173,944	\$90,000	\$74,300	\$164,300	\$9,644
2019	\$115,000	\$55,748	\$170,748	\$90,000	\$70,250	\$160,250	\$10,498
2020	\$120,000	\$52,367	\$172,367	\$95,000	\$65,625	\$160,625	\$11,742
2021	\$125,000	\$48,703	\$173,703	\$100,000	\$60,750	\$160,750	\$12,953
2022	\$130,000	\$44,744	\$174,744	\$105,000	\$55,625	\$160,625	\$14,119
2023	\$130,000	\$40,583	\$170,583	\$110,000	\$50,250	\$160,250	\$10,333
2024	\$135,000	\$36,233	\$171,233	\$115,000	\$44,625	\$159,625	\$11,608
2025	\$140,000	\$31,606	\$171,606	\$120,000	\$38,750	\$158,750	\$12,856
2026	\$145,000	\$26,673	\$171,673	\$130,000	\$32,500	\$162,500	\$9,173
2027	\$150,000	\$21,301	\$171,301	\$135,000	\$25,875	\$160,875	\$10,426
2028	\$155,000	\$15,551	\$170,551	\$140,000	\$19,000	\$159,000	\$11,551
2029	\$165,000	\$9,519	\$174,519	\$150,000	\$11,750	\$161,750	\$12,769
2030	\$170,000	\$3,205	\$173,205	\$160,000	\$4,000	\$164,000	\$9,205
Totals	\$1,905,000	\$602,180	\$2,507,180	\$1,625,000	\$743,725	\$2,368,725	\$138,455

Net Savings Amount

Gross Savings:	\$138,455
Present Value Savings:	\$116,000
Present Value Savings %:	6.09%

Interest Rate Reduction

Series 2010B Interest Rate:	3.48%
Series 2015 REF Interest Rate:	2.60%
Interest Rate Reduction:	0.88%

Refunding Escrow Analysis

Negative Arbitrage:	\$0
Escrow Efficiency Ratio:	N/A

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2015-1336

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS (PLEASANT VALLEY FIRE PROTECTION DISTRICT), SERIES 2015B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,150,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Note held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015B Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the 2015B Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2015B Bonds may be transferred only through a book-entry; and (b) physical 2015B Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015B Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015B Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 10 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its

Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015B Bonds, and to effect transfers of the 2015B Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State of South Carolina or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding 2015B Bonds.

“Initial 2015B Bonds” shall mean the 2015B Bonds initially issued in Book-Entry Form as provided in Section 13 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2015-1336.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015B Bonds or in the case of any proposed redemption of 2015B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015B Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

“S.C. Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, 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 fire protection service 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 19 of the Code (the "Act"), the County Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of ad valorem taxes or both.

(g) County Council approved on October 3, 2005, Resolution No. 504 providing for, among other things, a public hearing to be held on November 7, 2005, on the question of the establishment of the proposed fire protection district and submitting to the voters in the proposed district a non-binding advisory referendum to be held on January 17, 2006.

(h) A majority of the votes cast in the non-binding advisory referendum held on January 17, 2006, were in favor of the establishment of the Pleasant Valley Fire Protection District.

(i) The powers conferred upon County Council by the Act include the power to issue general obligation bonds of the county, payable from a charge or an ad valorem tax levied within the district for the purpose of providing fire protection service in it.

(j) In accordance with the provisions of Section 4-19-20 of the Code, and pursuant to the provisions of Ordinance No. 724 enacted on February 27, 2006 (the "Fire Protection Ordinance"), the County established a special taxing district for the purpose of providing rural fire protection in the County, the area of which is more fully described in the Fire Protection Ordinance. Such special taxing district being hereinafter referred to as the "Pleasant Valley Fire Protection District" or the "Fire District."

(k) Pursuant to the Fire Protection Ordinance, Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county is irrevocably pledged to the repayment of the general obligation bonds. The general obligation bonds are 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 general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the 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 general obligation bonds.

(l) Pursuant to the American Recovery and Reinvestment Act of 2009, State constitutional and statutory authorizations, and Ordinance No. 989 duly enacted by the County Council on July 6, 2009, the County issued its original principal amount \$1,905,000 General Obligation 2015B Bonds (Pleasant Valley Fire Protection District), Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer) dated March 25, 2010 (the “2010 Bonds”).

(m) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

(n) The Series 2010 Bonds are currently outstanding in the principal amount of \$1,905,000 (the “Bonds to be Refunded”), and are subject to extraordinary redemption as follows: “The 2015B Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA.”

(o) On March 1, 2013, the Federal Government imposed sequestration which included a reduction of 8.7% in the interest rate subsidy for build America bonds.

(p) Pursuant to Ordinance No. 2015-1335 enacted simultaneously herewith, County Council adopted Written Procedures related to Tax-Exempt Debt.

(q) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$2,150,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the 2015B Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of 2015B Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,150,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$2,150,000 (or such lesser amount issued) General Obligation Refunding 2015B Bonds, (appropriate series designation), of Lancaster County, South Carolina” (the “2015B Bonds”), for the purpose set forth in Section 1(q) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the 2015B Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2010 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the 2015B Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the 2015B Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded.

The 2015B Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015B Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Regions Bank, Columbia, South Carolina, will serve as Registrar/Paying Agent for the 2015B Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the 2015B Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the 2015B Bonds; (b) determine the maturity dates of the 2015B Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the 2015B Bonds; (d) determine the redemption provisions, if any, for the 2015B Bonds; (e) determine the date and time of sale of the 2015B Bonds; (f) receive bids on behalf of the County Council; (g) determine the date of redemption for the Bonds to be Refunded, (h) award the sale of the 2015B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015B Bonds; and (i) whether the 2015B Bonds should be sold together with general obligation bonds and general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015B Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015B Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of 2015B Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015B Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015B Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or 2015B Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered

owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015B Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015B Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of 2015B Bonds during the fifteen (15) days preceding an interest payment date on such 2015B Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015B Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of 2015B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of 2015B Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other 2015B Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of 2015B Bonds. The 2015B Bonds 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 to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015B Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015B Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015B Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of 2015B Bonds. The 2015B Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for 2015B Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the 2015B Bonds. The 2015B Bonds are 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 general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Fire 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 2015B Bonds; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District.

The Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015B Bonds and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the 2015B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015B Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the 2015B Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holders of the 2015B Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015B Bonds to become includable in the gross income of the holders of the 2015B Bonds 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 2015B Bonds. The County further covenants and agrees with the holders of the 2015B Bonds that no use of the proceeds of the 2015B Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015B Bonds would have caused the 2015B Bonds to be "arbitrage bonds," 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 2015B Bonds 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 13. Book-Entry System. Initial 2015B Bonds will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial 2015B Bonds shall be made only

through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015B Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015B Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the 2015B Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015B Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015B Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015B Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015B Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial 2015B Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015B Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015B Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015B Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial 2015B Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015B Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015B Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of 2015B Bonds, Form of Notice of Sale. The 2015B Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015B Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the 2015B Bonds so that it may be provided to the purchaser of the 2015B Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the 2015B Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015B Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the 2015B Bonds have been issued, including payment of costs of issuance of the 2015B Bonds.

SECTION 19. Defeasance. The obligations of the County under this Ordinance 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 2015B Bonds, and such Bond or 2015B Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or 2015B Bonds 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 2015B Bonds 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 2015B Bonds shall no longer be deemed to be outstanding hereunder, such 2015B Bonds 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, shall no longer be secured by or entitled to the benefits of this Ordinance.

"Government Obligations" shall mean any of the following:

(a) 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 bonds of the State, its institutions, agencies, counties and political subdivisions.

SECTION 20. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015B Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the 2015B Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015B Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of page intentionally left blank]

Enacted 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

Approved as to form:

County Attorney

Date of First Reading: January 26, 2015 (Tentative)
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

Exhibit A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015B

No. R-1

INTEREST
RATE

MATURITY
DATE

ORIGINAL
ISSUE DATE

CUSIP

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

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

This Bond is one of a series of 2015B Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$_____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or 2015B Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the 2015B Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

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

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015B Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015B Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 North Main Street, 2nd Floor, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$_____ (the "2015B Bonds"). The proceeds of the 2015B Bonds will be used for any one or more of the following purposes: (i) refunding the County's outstanding General Obligation 2015B Bonds (Pleasant Valley Fire Protection District), Taxable Series 2010B Bonds (Build America Bonds – Direct Pay to Issuer); (ii) paying the costs of issuance of the 2015B Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the 2015B Bonds. The 2015B Bonds are 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 general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Pleasant Valley Fire Protection 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 2015B Bonds.

The Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015B Bonds and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the 2015B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Pleasant Valley Fire Protection District.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015B Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

**\$ _____ GENERAL OBLIGATION REFUNDING BONDS
(PLEASANT VALLEY FIRE PROTECTION DISTRICT), SERIES 2015B,
OF LANCASTER COUNTY, SOUTH CAROLINA**

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B, of the County (the "2015B Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015B Bonds: The 2015B Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015B Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015B Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015B

Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the 2015B Bonds purchased. The winning bidder, as a condition to delivery of the 2015B Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The 2015B Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015B Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015B Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the 2015B Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015B Bonds. In order to calculate the yield on the 2015B Bonds for federal tax law purposes and as a condition precedent to the award of the 2015B Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015B Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015B Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015B Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015B Bonds offered, without taking into account any adjustment in the amount of the 2015B Bonds pursuant to this paragraph.

The 2015B Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015B Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 2015B Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all 2015B Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE 2015B BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015B Bonds will be awarded to the bidder or bidders offering to purchase the 2015B Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015B Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015B Bonds, results in an amount equal to the price bid for the 2015B Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015B Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the 2015B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015B Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015B Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015B Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015B Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015B Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015B Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015B Bonds, stating the initial reoffering price of the 2015B Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015B

Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015B Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015B Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015B Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the 2015B Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015B Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015B Bonds. Persons seeking information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$_____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B (the "2015B Bonds"). The 2015B Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015B Bonds**" shall mean the \$_____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____, and any other original underwriter of the 2015B Bonds required to comply with the Rule in connection with offering of the 2015B Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for current fiscal year;
- (c) Outstanding indebtedness of the County;
- (d) Market value/assessment summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the School District;
- (14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015B Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015B Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may

discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015B Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015B Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina

Name of Bond Issue: \$_____ General Obligation Refunding 2015B Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015B Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

Lancaster County Council Agenda Item Summary

Date of Request: January 20, 2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Issue under Consideration:

Ordinance 2015-1337 relates to the refinancing of bonds issued in 2010 in the principal amount of \$7,000,000. for the construction costs associated with the Sheriff/Coroner building and the Air-Rail Park.

Points to Consider:

By refinancing these bonds and utilizing the bond proceeds to repay the existing indebtedness, it is estimated that the interest rate will be reduced from an existing 3.09% down to 2.13%. Over the life of the bond (2025), the interest savings for Lancaster County is expected to be in excess of \$414,000.00.

Funding and Liability Factors:

N/A

Options:

N/A

Recommendations:

Because of the substantial savings in interest on these bonds that is realized through a refinancing, it is recommended that Council APPROVE and PASS the ordinance.

Attachments: _____

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney  _____

Other staff _____

Received by Clerk to Council on _____

Lancaster County - Series 2010C Refunding

Calendar Year	Prior Bond Payments			New Bond Payments			Net Savings
	Principal Portion	Interest Portion	Total	Principal Portion	Interest Portion	Total	Savings
2015		\$105,835	\$105,835		\$121,417	\$121,417	(\$15,582)
2016	\$230,000	\$209,165	\$439,165	\$105,000	\$289,825	\$394,825	\$44,340
2017	\$225,000	\$203,846	\$428,846	\$100,000	\$286,250	\$386,250	\$42,596
2018	\$250,000	\$197,740	\$447,740	\$125,000	\$281,750	\$406,750	\$40,990
2019	\$260,000	\$190,942	\$450,942	\$130,000	\$276,000	\$406,000	\$44,942
2020	\$290,000	\$183,289	\$473,289	\$160,000	\$268,750	\$428,750	\$44,539
2021	\$1,010,000	\$164,206	\$1,174,206	\$890,000	\$242,500	\$1,132,500	\$41,706
2022	\$1,045,000	\$132,799	\$1,177,799	\$940,000	\$196,750	\$1,136,750	\$41,049
2023	\$1,075,000	\$99,383	\$1,174,383	\$980,000	\$148,750	\$1,128,750	\$45,633
2024	\$1,110,000	\$64,942	\$1,174,942	\$1,035,000	\$98,375	\$1,133,375	\$41,567
2025	\$1,505,000	\$23,723	\$1,528,723	\$1,450,000	\$36,250	\$1,486,250	\$42,473
Totals	\$7,000,000	\$1,575,868	\$8,575,868	\$5,915,000	\$2,246,617	\$8,161,617	\$414,251

Net Savings Amount

Gross Savings:	\$414,251
Present Value Savings:	\$374,000
Present Value Savings %:	5.34%

Interest Rate Reduction

Series 2010C Interest Rate:	3.09%
Series 2015 REF Interest Rate:	2.13%
Interest Rate Reduction:	0.96%

Refunding Escrow Analysis

Negative Arbitrage:	\$0
Escrow Efficiency Ratio:	N/A

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE NO. 2015-1337

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Note held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015C Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the 2015C Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2015C Bonds may be transferred only through a book-entry; and (b) physical 2015C Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015C Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015C Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 10 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015C

Bonds, and to effect transfers of the 2015C Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Government Obligations" shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody's Investors Service or Standard & Poor's Rating Service; (8) general obligations of the State of South Carolina or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

"Holders" shall mean the registered owner or owners of any outstanding 2015C Bonds.

"Initial 2015C Bonds" shall mean the 2015C Bonds initially issued in Book-Entry Form as provided in Section 13 hereof.

"Letter of Representations" shall mean the Letter of Representations executed and delivered by the County to the Depository.

"Ordinance" shall mean this Ordinance No. 2015-1337.

"Participant" shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

"Paying Agent" shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

"Record Date" shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015C Bonds or in the case of any proposed redemption of 2015C Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015C Bonds.

"Registrar" shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

"S.C. Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"State" shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, 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. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) 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 bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds 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 bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, for the 2013 tax year is \$310,285,359 which excludes exempt manufacturing property. Eight percent of the assessed value is \$24,822,828. As of the date hereof the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$14,630,000. Thus, the County may incur not exceeding \$10,192,828 of additional general obligation debt within its applicable debt limitation. The outstanding general obligation debt includes the 2010C Bonds (hereinafter defined).

(f) Pursuant to the American Reinvestment and Recovery Act, South Carolina constitutional and statutory authorizations, and Ordinance No. 1060 duly enacted by the County Council on October 26, 2010, the County issued its original principal amount \$7,000,000 General Obligation 2015C Bonds, Taxable Series 2010C (Build America Bonds – Direct Payment to Issuer) dated December 14, 2010 (the "2010C Bonds").

(g) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any "public agency" to utilize the provisions of Article 5, Chapter 15, Title 11 (the "Refunding Act") of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

(h) The Series 2010C Bonds are currently outstanding in the principal amount of \$7,000,000 (the "Bonds to be Refunded"), and are subject to extraordinary redemption as follows: "The 2015C Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA."

(i) On March 1, 2013, the Federal Government imposed sequestration which included a reduction of 8.7% in the interest rate subsidy for build America bonds.

(j) Pursuant to Ordinance No. _____ enacted simultaneously herewith, County Council adopted Written Procedures related to Tax-Exempt Debt.

(k) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$7,250,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the 2015C Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine. .

SECTION 2. Authorization and Details of 2015C Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$7,250,000 aggregate principal amount of general obligation refunding bonds of the County to be designated "\$7,250,000 (or such lesser amount issued) General Obligation Refunding 2015C Bonds, (appropriate series designation), of Lancaster County, South Carolina" (the "2015C Bonds"), for the purpose set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the 2015C Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2010 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the 2015C Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the 2015C Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2010C Bonds and used to redeem the Bonds to be Refunded.

The 2015C Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Regions Bank, Columbia, South Carolina, will serve as Registrar/Paying Agent for the 2015C Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the 2015C Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the 2015C Bonds; (b) determine the maturity dates of the 2015C Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the 2015C Bonds; (d) determine the redemption provisions, if any, for the 2015C Bonds; (e) determine the date and time of sale of the 2015C Bonds; (f) receive bids on behalf of the County Council; (g) determine the date of redemption for the Bonds to be Refunded, (h) award the sale of the 2015C Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015C Bonds; and (i) whether the 2015C Bonds should be sold together with general obligation bonds and general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015C Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015C Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of 2015C Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015C Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015C Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or 2015C Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015C Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015C Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of 2015C Bonds during the fifteen (15) days preceding an interest payment date on such 2015C Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015C Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of 2015C Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of 2015C Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is

issued, and shall be entitled to equal and proportionate benefits with all the other 2015C Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of 2015C Bonds. The 2015C Bonds 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 to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015C Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015C Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015C Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of 2015C Bonds. The 2015C Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for 2015C Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015C Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015C Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015C Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the 2015C Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holders of the 2015C Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015C Bonds to become includable in the gross income of the holders of the 2015C Bonds 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 2015C Bonds.

The County further covenants and agrees with the holders of the 2015C Bonds that no use of the proceeds of the 2015C Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015C Bonds would have caused the 2015C Bonds to be "arbitrage bonds," 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 2015C Bonds 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 13. Book-Entry System. The 2015C Bonds initially issued (the "Initial 2015C Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial 2015C Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015C Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015C Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the 2015C Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015C Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015C Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015C Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015C Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial 2015C Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015C Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015C Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015C Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial 2015C Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015C Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015C Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of 2015C Bonds, Form of Notice of Sale. The 2015C Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015C Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the 2015C Bonds so that it may be provided to the purchaser of the 2015C Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the 2015C Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015C Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2010C Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the 2015C Bonds have been issued, including payment of costs of issuance of the 2015C Bonds.

SECTION 19. Defeasance. The obligations of the County under this Ordinance 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 2015C Bonds, and such Bond or 2015C Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or 2015C Bonds 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 2015C Bonds 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 2015C Bonds shall no longer be deemed to be outstanding hereunder, such 2015C Bonds 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, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) 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 bonds of the State, its institutions, agencies, counties and political subdivisions.

SECTION 20. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015C Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the 2015C Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015C Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of page intentionally left blank]

Enacted 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

Approved as to form:

County Attorney

Date of First Reading: January 26, 2015 (Tentative)
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015C

No. R-1

INTEREST
RATE

MATURITY
DATE

ORIGINAL
ISSUE DATE

CUSIP

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

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

This Bond is one of a series of 2015C Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or 2015C Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the 2015C Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the
entireties

Custodian
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

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

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015C Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015C Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 North Main Street, 2nd Floor, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding 2015C Bonds, Series 2015C, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$_____ (the "2015C Bonds"). The proceeds of the 2015C Bonds will be used for any one or more of the following purposes: (i) refunding the County's outstanding General Obligation 2015C Bonds, Taxable Series 2010C Bonds (Build America Bonds – Direct Pay to Issuer); (ii) paying the costs of issuance of the 2015C Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the 2015C Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015C Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C,
OF LANCASTER COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster, South Carolina, until 11:00 a.m, South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Refunding 2015C Bonds, Series 2015C, of the County (the "2015C Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding 2015C Bonds, Series 2015C, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015C Bonds: The 2015C Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015C Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015C Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their

interest in the 2015C Bonds purchased. The winning bidder, as a condition to delivery of the 2015C Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The 2015C Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015C Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the 2015C Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015C Bonds. In order to calculate the yield on the 2015C Bonds for federal tax law purposes and as a condition precedent to the award of the 2015C Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015C Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015C Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015C Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015C Bonds offered, without taking into account any adjustment in the amount of the 2015C Bonds pursuant to this paragraph.

The 2015C Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015C Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 2015C Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all 2015C Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE 2015C BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015C Bonds will be awarded to the bidder or bidders offering to purchase the 2015C Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015C Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015C Bonds, results in an amount equal to the price bid for the 2015C Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015C Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Refunding 2015C Bonds, Series 2015C of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015C Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015C Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015C Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015C Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015C Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015C Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015C Bonds, stating the initial reoffering price of the 2015C Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015C

Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015C Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015C Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015C Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the 2015C Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015C Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015C Bonds. Persons seeking information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$ _____ General Obligation Refunding 2015C Bonds, Series 2015C (the "2015C Bonds"). The 2015C Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015C Bonds**" shall mean the \$ _____ General Obligation Refunding 2015C Bonds, Series 2015C, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____, and any other original underwriter of the 2015C Bonds required to comply with the Rule in connection with offering of the 2015C Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for current fiscal year;
- (c) Outstanding indebtedness of the County;
- (d) Market value/assessment summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the School District;
- (14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015C Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015C Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may

discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015C Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015C Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina

Name of Bond Issue: \$_____ General Obligation Refunding 2015C Bonds, Series
2015C,
Lancaster County, South Carolina

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015C Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

LANCASTER COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1331

AN ORDINANCE

TO AMEND THE LANCASTER CODE OF ORDINANCES, ARTICLE II, DIVISION 2 SO AS TO ADD THE NECESSARY PROVISIONS FOR THE CREATION, IMPLEMENTATION AND ORGANIZATIONAL STRUCTURE FOR LANCASTER COUNTY COUNCIL STANDING COMMITTEES.

WHEREAS, the continued growth of Lancaster County has created a prospering and beneficial environment for our citizens, residents, visitors and commercial interests alike; and

WHEREAS, along with the favorable aspects of growth that Lancaster County has experienced of late, County Council has recognized that along with those benefits has come the need for a more efficient and effective county government operation; and

WHEREAS, County Council has researched various possibilities in its own procedures and has determined that the creation of a standing committee system will more readily permit the consideration of issues impacting local government and, further, will allow Council to have a more through understanding of the elements in a particular issue.

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

Article II, Division 2 of the Lancaster County Code of Ordinances shall be amended so as to add: Section 2-47. Standing 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 ad hoc 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 two (2) years 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 two (2) 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.
 - (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.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	January 26, 2015	(TENTATIVE)
Second Reading:	February 9, 2015	(TENTATIVE)
Public Hearing	February 23, 2015	(TENTATIVE)
Third Reading;	February 23, 2015	(TENTATIVE)

Approved as to form:

John L. Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: 1/14/2015

Contact Person / Sponsor: Morris Russell/Darren Player

Department: Fire Commission/Fire Rescue

Issue under Consideration:

Submission of Staffing for Adequate Fire and Emergency Response (SAFER) Grant for volunteer firefighter recruitment and retention.

Points to Consider:

SAFER Grant period of application is February 9, 2015 through March 6, 2015.

Lancaster County Fire Commission voted to submit a request to County Council allowing submission of a grant application during the application period with the understanding, Council will grant approval for acceptance should the application be awarded.

The grant guidance lists the award period as June 1, 2015 to September 30, 2015 so there will not be an exceptionally long time period between the application and possible award.

The Fire Rescue/Emergency Management office staff will complete and submit the application if County Council approves. Work to establish accurate financials for the application will not proceed until Council approval of grant submission has been given. This is due to the time required to complete the application.

Failure to recruit those willing to volunteer and retain those who do, will result in the need to hire more firefighters due to increased call volume and population growth.

Funding and Liability Factors:

The grant will be fully funded with no required match during the period of performance. The period of performance is part of the request in the grant application and the Fire Commission voted to request a 4 year performance period. The granting agency may award that period or negotiate for a shorter period based on total national funding and the number of this type grant awarded nationally.

The grant application will be based on a cost of \$270,000.00 per year for a total of \$1,080,000.00 provided the requested four year period of performance is awarded.

Liability factors: If the grant is awarded and the program proves successful in the intent to recruit and retain volunteer firefighters, County Council would have to decide at the end of the period of performance whether or not to continue the program as part of the county budget. A grant coordinator position will be part of the application and is included due to the fact that if this position is not included the priority preference level drops to the point it is useless to apply for the program.

Failure to recruit new volunteers and retain those we have currently will assuredly result in increased costs that are incalculable due to the never ending costs of paid firefighter salaries, equipment and benefits.

Options:

County Council may allow the submission of the grant or deny approval of submitting a grant application.

Recommendations:

Lancaster County Fire Commission and Lancaster County Fire Rescue recommends County Council allow the submission of the grant application, understanding Council will accept the grant should it be awarded. Both the Commission and Fire Rescue leadership understand the vital need to recruit new volunteers at a young age as well as to retain those who are trained and currently serving. Failure to both recruit and retain volunteers will not lessen the requirement of service necessary for this county's growing population and the public's increased expectation of service. For this reason, all Fire Rescue leadership and Fire Commissioners strongly recommend submitting the grant application.

Attachments: None

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____



BUDGET REPORT TO COUNTY COUNCIL

Month Ending December 31, 2014

***This is an unaudited report to management and is intended
for informational purposes only.***

Council Meeting- January 26, 2015

Prepared by Veronica C. Thompson, Finance Director

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Financial Highlights of the General Fund	Page 3-6
Summary of All County Funds	Page 7-8
GF Revenue & Expenditure Statement	Page 9-13
GF Expenditures by Department	Page 14-15
Budget Transfers	None

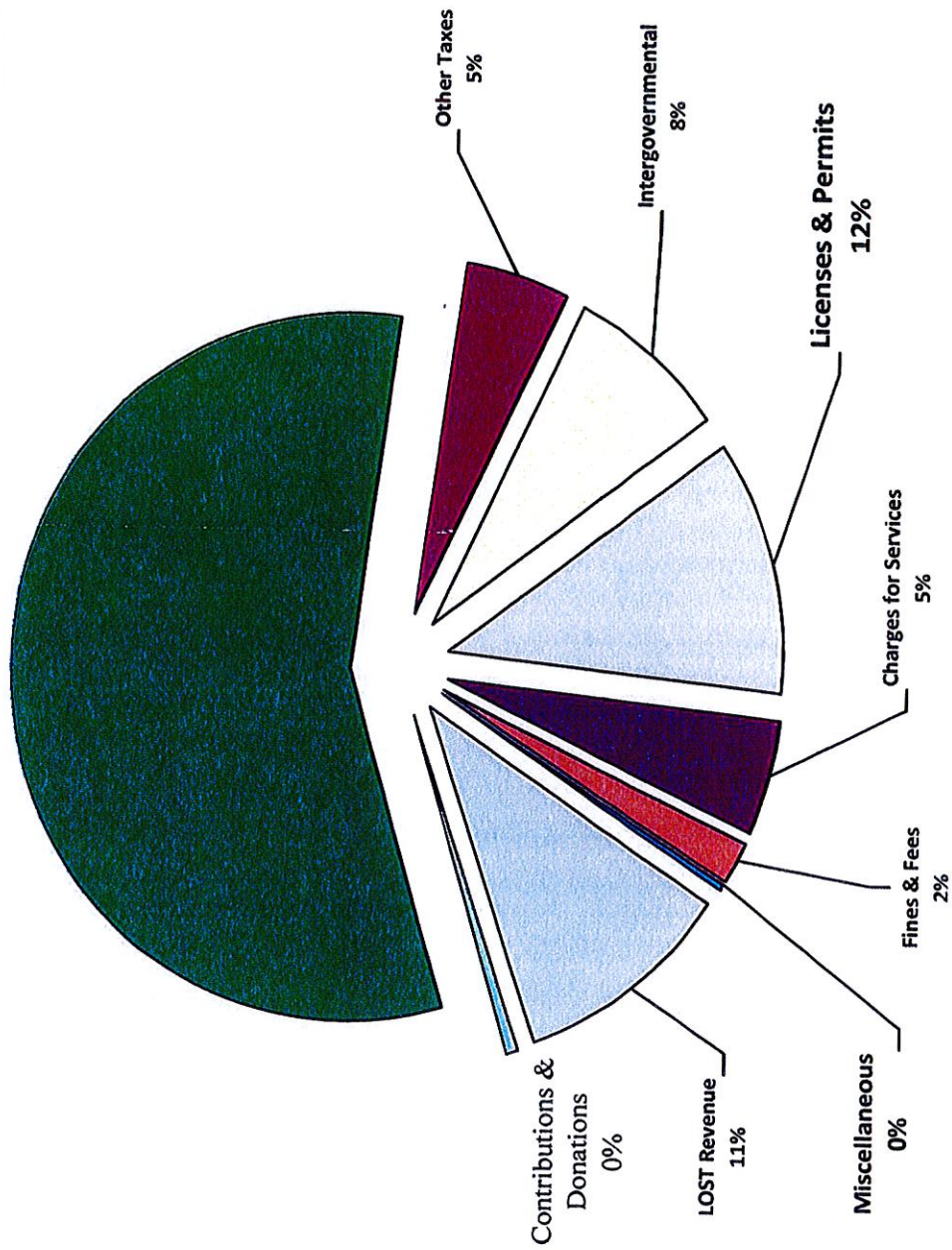
The monthly financial report reflects the unaudited financial activities of Lancaster County for the month ending December 31, 2014.

- **Total revenue received - \$10,315,658**
- **Total expenditures - \$3,945,696**
- **Unassigned fund balance for the General Fund is estimated to be \$17,043,693 which is 42 percent of total general fund budget.**
- **Major revenue sources included:**
 - **Ad Valorem Taxes-Current- \$8,058,046**
 - **Ad Valorem Taxes-Delinquent- \$138,102**
 - **Ambulance Charges- \$64,728**
 - **Building Permits- \$263,607**
 - **Delinquent Costs- \$81,540**
 - **FILOT- \$464,505**
 - **Local Option Revenue- \$119,234**
 - **Local Option Rollback- \$267,090**
 - **Register of Deeds Fees- \$106,154**
 - **Road Improvement Fees- \$177,403**
 - **Vehicle Taxes- \$207,733**
- **Major expenditures during the month included:**
 - **Capital Equipment- \$688,581**
 - **Contractual Services- \$455,579**
 - **Disposal Contract- \$67,602**
 - **Fleet Maintenance & Gasoline- \$106,702**
 - **Fringe Benefits- \$543,605**
 - **Medical & Professional Services- \$130,036**
 - **Special Projects- \$108,673**
 - **Utilities - \$70,601**
 - **Wages & Salaries- \$1,327,359**
 - **Library Appropriation- \$86,945**

Overall the General Fund expenditures budgets reflect an ideal remaining percentage of 50%. Revenue collections reflected 51% of estimates which is the typical trend during this time of the year when tax collections occur.

YTD Revenue by Source- General Fund **(excludes Other Financing Sources)**

Property Taxes
24%



Fund Balances

The County's total fund balance increased by \$6,382,337 due to the collection of the County's main revenue source (property taxes) in December.

	Current Year	Prior Year
Nonspendable	\$ 645,129	\$ 611,363
Restricted	\$ 2,973,484	\$ 3,431,993
Committed	\$ -	\$ -
Assigned	\$ 1,175,977	\$ 417,637
Unassigned	\$ 17,043,693	\$ 15,843,778
Fund Balance at December:	\$ 21,838,284	\$ 20,304,770

Fund Balance terminology (GASB 54)

There are five components of fund balance:

1. Nonspendable- examples would include inventory and prepaid items
2. Restricted- externally enforceable by law, etc.

Unrestricted

3. Committed- self imposed limitations (requires ordinance-highest level)
4. Assigned- intended use limitations
5. Unassigned

Items Not Included in Original Budget

DATE APPROVED	DEPARTMENT	REASON	AMOUNT
7/14/2014	SHERIFF	COPS Grant- Applied for not awarded	\$187,672 Match
9/8/2014	SHERIFF	Cost Overruns on IL Sheriff Station (use \$4,115 left over from IL contributions)	\$ 25,000
9/8/2014	AIRPORT	Airport Taxiway & Fencing (Match \$128,314- \$75K already budgeted)	\$ 53,394 Match
10/27/2014	SHERIFF	Narcotics Unit Grant	\$12,109 (3 yr. Grant)
11/24/2014	Council	Midway CDBG	\$28,250
11/24/2014	Finance	Budget Analyst	\$55,000 plus estimated \$16,500 benefits
11/24/2014	Emergency Management	Public Safety radio repairs	\$50,800
11/24/2014	Detention Center	Fencing	\$15,000
11/24/2014	EMS	Ambulance & QRV	\$253,000
11/24/2014	Council	Update CIP Plan	\$8,000
		TOTAL	\$704,725

Requests for Information

This financial report is designed to provide a general overview of Lancaster County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Veronica C. Thompson
Finance Director
vcthompson@lanastercountysc.net

Lancaster County

SUMMARY OF ALL FUNDS - December 31, 2014

The following is a summary of the County's financial results for all Budgetary Funds.

1 GENERAL FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	39,953,263	20,433,850	51.1%
Expenditures	-38,829,362	-19,739,692	50.8%
Other Financing Sources	1,104,000	457,375	41.4%
Other Financing Uses	-2,227,901	-608,523	27.3%
Revenues Over (Under) Expenditures	0	543,010	

2 CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,318,000	801,171	60.8%
Expenditures	-1,318,000	-920,382	69.8%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	-119,211	

3 COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,045,000	618,373	59.2%
Expenditures	-1,152,675	-474,783	41.2%
Other Financing Sources	107,675	0	
Revenues Over (Under) Expenditures	0	143,590	

4 VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	87,605	30,527	34.8%
Expenditures	-87,605	-33,116	37.8%
Other Financing Sources	-	0	
Revenues Over (Under) Expenditures	0	-2,590	

5 E-911 FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	406,150	254,281	62.6%
Expenditures	-406,150	-243,722	60.0%
Other Financing Sources	-	0	
Revenues Over (Under) Expenditures	0	10,559	

6 COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,276,500	854,338	66.9%
Expenditures	-1,500,000	-377,000	25.1%
Other Financing Sources	223,500	0	
Revenues Over (Under) Expenditures	0	477,338	

7 INDIAN LAND FIRE PROTECT DISTRICT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	454,025	381,948	84.1%
Expenditures	-454,025	-221,696	48.8%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	160,252	

Lancaster County
SUMMARY OF ALL FUNDS - December 31, 2014

The following is a summary of the County's financial results for all Budgetary Funds.

LOCAL ACCOMMODATIONS TAX FUND

8	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	35,000	21,238	60.7%
	Expenditures	-35,000	-16,766	47.9%
	Other Financing Use	0	0	
	Revenues Over (Under) Expenditures	0	4,472	

9 DEBT SERVICE FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	2,342,965	1,341,569	57.3%
Expenditures	-2,342,965	291,653	-12.4%
Other Financing Sources	0		
Revenues Over (Under) Expenditures	0	1,633,222	

10 CAPITAL PROJECT SALES TAX FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	8,000,000	2,160,361	27.0%
Expenditures	-15,000	-7,300	48.7%
Other Financing Use	-7,985,000	-5,710,743	71.5%
Revenues Over (Under) Expenditures	0	-3,557,682	

Total collected \$35,847,659. Payments made toward Courthouse debt \$30,512,468

11 RECREATION FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,258,696	590,238	46.9%
Expenditures	-2,231,168	-1,026,394	46.0%
Other Financing Source	972,472	71,000	
Revenues Over (Under) Expenditures	0	-365,157	

12 AIRPORT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	191,059	125,332	65.6%
Expenditures	-241,059	-160,070	66.4%
Other Financing Source	50,000	0	
Revenues Over (Under) Expenditures	0	-34,738	

13 PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	388,498	312,709	80.5%
Expenditures	-368,498	-128,439	34.9%
Other Financing Source	0	0	
Other Financing Use	-20,000	0	0.0%
Revenues Over (Under) Expenditures	0	184,269	

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
12/01/2014 TO 12/31/2014

FY 2014-2015

10 GENERAL FUND

REVENUE:

400 CURRENT PROPERTY TAXES	18,278,605.00	8,736,935.21	11,109,537.22	0.00	7,169,067.78	61
410 DELINQUENT PROPERTY TAXES	1,127,000.00	158,662.85	422,950.48	0.00	704,049.52	38
417 PROPERTY TAXES-STATE REIM	1,527,947.00	5,914.04	88,205.09	0.00	1,439,741.91	6
418 PROPERTY TAXES-LOST REV	5,237,803.00	386,324.10	2,157,796.79	0.00	3,080,006.21	41
419 MULTI COUNTY PILOT	0.00	0.00	13,865.25	0.00	-13,865.25	0
422 OTHER TAXES	2,100,000.00	181,752.92	1,042,770.85	0.00	1,057,229.15	50
434 INTERGOVERNMENTAL- STATE	2,957,875.00	34,722.25	1,113,550.26	0.00	1,844,324.74	38
436 INTERGOVERNMENTAL- LOCAL	679,758.00	71,860.58	440,724.01	0.00	239,033.99	65
440 LICENSE- MISCELLANEOUS	0.00	240.00	760.50	0.00	-760.50	0
441 LICENSE- FRANCHISE	484,000.00	3,964.51	149,179.55	0.00	334,820.45	31
442 LIC & PERMITS- BLDG	3,010,575.00	284,454.00	1,676,594.00	0.00	1,333,981.00	56
444 LIC & PERMITS- PLANNING	20,500.00	5,435.00	28,510.00	0.00	-8,010.00	139
446 LIC & PERMITS- ROD	773,000.00	132,596.24	563,562.33	0.00	209,437.67	73
448 LIC & PERMITS- CORONER	1,500.00	490.00	1,290.00	0.00	210.00	86
450 CHGS. FOR SVCS.- PUBLIC W	112,500.00	9,380.36	52,258.09	0.00	60,241.91	46
455 CHGS. FOR SVCS.- FEES	272,500.00	86,411.00	208,072.84	0.00	64,427.16	76
456 CHGS. FOR SVCS.- COPIES	14,650.00	350.00	7,591.95	0.00	7,058.05	52
457 CHGS. FOR SVCS.- OTHER	16,500.00	1,030.00	7,738.00	0.00	8,762.00	47
458 CHGS. FOR SVCS.- EMS	2,350,000.00	64,727.75	788,023.66	0.00	1,561,976.34	34

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COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
12/01/2014 TO 12/31/2014

FY 2014-2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
459 CHGS. FOR SVCS.- MISC	32,300.00	1,805.50	10,136.50	0.00	22,163.50	31
460 FINES & FEES-TEMP VEH TAG	3,000.00	230.00	1,105.00	0.00	1,895.00	37
461 FINES & FEES- COURTS	811,500.00	54,365.19	323,879.96	0.00	487,620.04	40
463 FINES & FEES- DRUF FORF	0.00	2,000.00	21,196.17	0.00	-21,196.17	0
464 FINES & FEES- OTHER	10,000.00	800.00	4,800.00	0.00	5,200.00	48
465 FINES & FEES- OTHER	0.00	0.00	975.00	0.00	-975.00	0
466 FINES & FEES- OTHER	15,000.00	1,005.00	6,395.00	0.00	8,605.00	43
467 FINES & FEES- OTHER	15,000.00	1,525.00	11,025.00	0.00	3,975.00	74
468 FEES- BANK	2,750.00	300.00	1,800.00	0.00	950.00	65
470 CONTRIBUTION & DONATIONS	15,000.00	66,540.28	92,643.61	0.00	-77,643.61	618
480 INTEREST INCOME	20,500.00	0.00	9,244.19	0.00	11,255.81	45
490 OTHER INCOME	40,500.00	14,891.00	49,258.34	0.00	-8,758.34	122
491 OTHER INCOME	20,000.00	6,933.92	27,855.34	0.00	-7,855.34	139
495 OTHER INCOME	3,000.00	10.80	555.68	0.00	2,444.32	19
TOTAL REVENUE	39,953,263.00	10,315,657.50	20,433,830.66	0.00	19,519,412.34	51
EXPENDITURE:						
500 WAGES	16,966,905.00	1,327,358.73	8,032,787.91	0.00	8,934,117.09	47
510 FRINGE	7,206,447.00	543,604.87	3,325,805.94	0.00	3,880,641.06	46
520 OTHER PERSONNEL EXPENDITURE	324,363.00	17,619.06	119,190.28	0.00	205,172.72	37
530 TRAVEL, TRAINING, & DUES	439,304.00	21,751.07	127,102.24	9,075.00	303,126.76	31
540 SUPPLIES	393,620.00	26,455.01	154,799.43	13,472.35	225,348.22	43

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COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
12/01/2014 TO 12/31/2014

FY 2014-2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
541 POSTAGE	363,940.00	17,099.99	132,872.58	0.00	231,067.42	37
542 CLOTHING	188,450.00	9,931.82	56,246.62	46,848.71	85,354.67	55
543 SUPPLIES- LAUNDRY	217,000.00	12,735.97	105,281.33	0.00	111,718.67	49
544 SUPPLIES- PUBLIC WORKS	522,000.00	42,066.35	280,948.76	0.00	241,051.24	54
545 SUPPLIES- CUSTODIAL	16,000.00	1,450.02	6,586.88	0.00	9,413.12	41
547 SUPPLIES- ANIMAL FOOD	3,000.00	89.07	411.67	0.00	2,588.33	14
548 SUPPLIES- HAND TOOLS	19,098.00	902.79	6,273.46	0.00	12,824.54	33
549 SUPPLIES- WELCOME CENTER	4,000.00	187.78	1,377.59	0.00	2,622.41	34
550 EQUIPMENT- NON CAPITAL	105,000.00	0.00	40,241.14	0.00	64,758.86	38
551 EQUIPMENT- GENERAL	443,548.00	19,613.02	87,505.04	135,959.18	220,083.78	50
560 CAPITAL EQUIPMENT	52,400.00	688,580.82	723,894.21	233,954.00	-905,448.21	1,828
570 UTILITIES	973,640.00	70,600.68	436,420.93	1,494.89	535,724.18	45
571 UTILITIES- TELEPHONE	509,950.00	19,347.35	180,686.74	0.00	329,263.26	35
580 RENT	5,500.00	1,200.00	4,722.41	0.00	777.59	86
581 RENT- BUILDING	83,750.00	2,500.00	35,000.00	0.00	48,750.00	42
582 RENT- EQUIPMENT	5,000.00	393.81	564.42	0.00	4,435.58	11
590 MAINTENANCE	1,718,225.00	106,702.33	734,747.38	25,022.42	958,455.20	44
591 MAINTENANCE- GENERAL	62,500.00	4,474.31	18,518.33	11,157.56	32,824.11	47
593 MAINTENANCE-SVC AGREEMENT	615,225.00	7,413.82	185,985.91	66,011.31	363,227.78	41
594 MAINTENANCE- BLDG	130,000.00	6,357.30	64,731.10	51,333.38	13,935.52	89
600 CONTRACTUAL SERVICES	1,787,201.00	455,578.68	779,712.87	142,401.98	865,086.15	52

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COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
12/01/2014 TO 12/31/2014

FY 2014-2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
604 PS-MEDICAL & PROFESSIONAL	932,000.00	130,036.16	592,689.44	40,714.50	298,596.06	68
605 CS- PRINTING	318,550.00	34,631.48	221,957.73	0.00	96,592.27	70
608 SC DEPT OF CORRECTIONS	25,000.00	1,005.00	8,715.00	0.00	16,285.00	35
612 CS-DISPOSAL CONTRACT	1,175,000.00	67,601.85	590,554.26	83,162.30	501,283.44	57
613 DEMOLITION EXPENSE	50,000.00	0.00	28,107.00	0.00	21,893.00	56
620 DIRECT ASSISTANCE	13,041.00	0.00	0.00	0.00	13,041.00	0
625 DIRECT ASSISTANCE	868,559.00	49,948.77	417,332.70	0.00	451,226.30	48
650 INSURANCE	808,671.00	0.00	803,549.60	0.00	5,121.40	99
670 ADVERTISING	69,400.00	29,347.78	44,980.52	1,459.25	22,960.23	67
680 FEE REIMBURSEMENT	600.00	0.00	50.00	0.00	550.00	8
690 SPECIAL PROJECTS	356,125.00	108,673.08	179,244.85	66,084.77	110,795.38	69
691 SP- PROMOTIONS	56,000.00	9,664.00	21,094.83	0.00	34,905.17	38
695 SP- OTHER	2,500.00	0.00	0.00	0.00	2,500.00	0
750 EQUIPMENT LEASE	142,500.00	10,769.16	55,544.27	0.00	86,955.73	39
760 GRANTS MATCH	263,000.00	1,699.30	1,678.24	29,359.73	231,962.03	12
771 DS- LEASE PURCHASE	507,430.00	0.00	127,578.00	0.00	379,852.00	25
780 MISCELLANEOUS	55,000.00	1,665.00	13,140.00	0.00	41,860.00	24
781 MISCELLANEOUS	26,350.00	0.00	5,270.96	11,750.00	9,329.04	65
782 OVER/SHORT	570.00	-190.35	-704.86	0.00	1,274.86	-124
783 DRUG FORFEITURE	0.00	487.05	5,443.46	0.00	-5,443.46	0
786 DONATIONS	3,000.00	9,397.64	11,789.88	0.00	-8,789.88	393

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COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
12/01/2014 TO 12/31/2014

FY 2014-2015

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
TOTAL EXPENDITURE	38,829,362.00	3,858,750.57	18,770,431.05	969,261.33	19,089,669.62	51
EXCESS OF REVENUE BEFORE TRANSFERS	1,123,901.00	6,456,906.93	1,663,419.61	-969,261.33		62
OTHER FINANCING SOURCE:						
801 TRANSFER IN	20,000.00	0.00	0.00	0.00	20,000.00	0
810 OFS FUND BALANCE	1,084,000.00	0.00	0.00	0.00	1,084,000.00	0
820 SALE OF CAPITAL ASSETS	0.00	12,375.00	12,375.00	0.00	-12,375.00	0
840 OFS- CAPITAL LEASES	0.00	0.00	445,000.00	0.00	-445,000.00	0
TOTAL OTHER FINANCING SOURCE	1,104,000.00	12,375.00	457,375.00	0.00	646,625.00	41
OTHER FINANCING USE:						
950 TRANSFERS	2,227,901.00	86,945.34	608,522.73	0.00	1,619,378.27	27
TOTAL OTHER FINANCING USE	2,227,901.00	86,945.34	608,522.73	0.00	1,619,378.27	27
EXCESS OF REVENUE AFTER TRANSFERS	0.00	6,382,336.59	1,512,271.88	-969,261.33		0

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FY 2014-2015

**COUNTY OF LANCASTER
BUDGET REPORT BY FUND**

CURRENT PERIOD: 12/01/2014 TO 12/31/2014

IDEAL REMAINING PERCENT: 50 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
GENERAL FUND						
005 NON-DEPARTMENTAL	1,310,013.00	59,499.27	1,018,675.76	0.00	291,337.24	22
011 COUNTY COUNCIL	1,364,200.00	455,476.35	990,025.20	0.00	374,174.80	27
012 COUNCIL TRANSFERS	1,050,557.00	0.00	0.00	0.00	1,050,557.00	100
014 DIRECT ASSISTANCE	1,738,602.00	90,309.11	799,600.43	0.00	939,001.57	54
021 ADMINISTRATOR	706,465.00	36,158.45	226,936.74	8,000.00	471,528.26	67
023 FINANCE	513,379.00	39,911.17	230,410.63	0.00	282,968.37	55
024 HUMAN RESOURCES	249,383.00	13,369.80	87,925.38	0.00	161,457.62	65
025 RISK MANAGEMENT	98,807.00	9,836.62	42,432.20	0.00	56,374.80	57
026 MIS	716,325.00	23,102.56	370,615.94	0.00	345,709.06	48
027 GIS	202,392.00	12,685.39	76,975.02	0.00	125,416.98	62
029 ZONING	272,933.00	19,110.11	132,494.72	0.00	140,438.28	51
031 BUILDING	884,193.00	55,682.65	346,026.90	0.00	538,166.10	61
032 PLANNING	497,263.00	29,264.48	216,061.95	17,816.27	263,384.78	53
035 ECONOMIC DEVELOPMENT	432,351.00	20,862.25	324,222.00	0.00	108,129.00	25
041 ASSESSOR	715,926.00	57,449.51	355,236.71	0.00	360,689.29	50
043 AUDITOR	370,344.00	25,767.63	166,197.25	1,459.25	202,687.50	55
044 TREASURER	370,800.00	47,835.39	169,789.83	0.00	201,010.17	54
045 DELINQUENT TAX	302,277.00	42,624.98	144,819.47	0.00	157,457.53	52
051 REGISTRATION & ELECT	263,775.00	14,573.41	143,092.01	0.00	120,682.99	46
060 REGISTER OF DEEDS	321,090.00	23,495.60	143,053.19	0.00	178,036.81	55
061 CIRCUIT COURT	69,387.00	2,176.79	19,014.53	1,505.25	48,867.22	70
063 CLERK OF COURT	454,616.00	29,627.82	194,961.54	0.00	259,654.46	57
064 FAMILY COURT	366,650.00	27,675.97	164,136.73	0.00	202,513.27	55
068 CORONER	396,338.00	28,475.75	172,451.14	0.00	223,886.86	56
069 PROBATE COURT	419,269.00	33,798.35	187,186.48	2,376.54	229,705.98	55
070 MAG-COUNTYWIDE	838,324.00	59,424.03	365,266.75	0.00	473,057.25	56
110 SHERIFF	6,838,221.00	592,426.68	3,231,961.21	24,616.51	3,581,643.28	52
111 SHER:DRUG ASSET FORF	0.00	487.05	5,443.46	0.00	-5,443.46	0
117 SHERIFF DPT- TOWN OF KERS	482,250.00	40,936.26	245,402.77	30.00	236,817.23	49
120 DETENTION CENTER	1,977,380.00	147,688.36	861,650.58	36,243.16	1,079,486.26	55
121 SCHOOL RESOURCE OFFICERS	0.00	10,644.08	37,918.08	0.00	-37,918.08	0
130 COMMUNICATIONS	1,403,779.00	105,094.59	635,358.04	81,551.89	686,869.07	49
140 EMERGENCY MANAGEMENT	353,748.00	23,965.08	163,025.45	1,063.92	189,658.63	54
141 FIRE SERVICE	1,232,325.00	738,247.17	958,514.41	195,230.79	78,579.80	6
142 Town of KERSHAW- FIRE	153,699.00	9,314.72	60,140.57	724.09	92,834.34	60

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FY 2014-2015

COUNTY OF LANCASTER
BUDGET REPORT BY FUND

CURRENT PERIOD: 12/01/2014 TO 12/31/2014

IDEAL REMAINING PERCENT: 50 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
144 LANC. COUNTY FIREFIGHTERS	618,277.00	38,828.38	233,924.04	5,958.57	378,394.39	61
153 LANCASTER EMS	5,563,280.00	422,955.81	2,554,739.57	285,087.61	2,723,452.82	49
202 ROADS & BRIDGES	2,262,293.00	244,269.13	1,109,527.62	84,120.90	1,068,644.48	47
210 FLEET OPERATIONS	493,744.00	34,397.61	217,892.68	17,068.53	258,782.79	52
251 BUILDING MAINTENANCE	1,486,240.00	88,938.33	636,756.24	69,245.75	780,238.01	52
310 LANDFILL-SOLID WASTE	57,000.00	13,974.31	16,953.61	0.00	40,046.39	70
312 SOLID WASTE COLLECT	2,547,365.00	136,157.83	1,003,651.76	137,162.30	1,406,550.94	55
318 ANIMAL SHELTER	142,050.00	14,288.91	70,328.88	0.00	71,721.12	50
330 HEALTH SERVICES	82,600.00	6,214.15	40,674.03	0.00	41,925.97	51
601 DEPT. OF SOCIAL SERVICES	64,210.00	4,651.79	27,492.25	0.00	36,717.75	57
602 D.S.S. FAMILY INDEP	58,330.00	1,545.12	28,729.53	0.00	29,600.47	51
610 VETERANS AFFAIRS	157,383.00	12,477.11	73,682.50	0.00	83,700.50	53
999 LEASE	157,430.00	0.00	77,578.00	0.00	79,852.00	51
10 GENERAL FUND	41,057,263.00	3,945,695.91	19,378,953.78	969,261.33	20,709,047.89	50
	41,057,263.00	3,945,695.91	19,378,953.78	969,261.33	20,709,047.89	50

Lancaster County Council Agenda Item Summary

Date of Request: 1-19-2015

Contact Person / Sponsor: Brian Carnes

Department: Council

Issue under Consideration:

Discussion of Regent Parkway and surrounding development.

The development team will be present if Council has any questions.

Points to Consider:

Several items were left pending at the last discussion with Council. (1) Regent Parkway - I have confirmed with SCDOT that if necessary repairs are made it can become a state secondary road. This would involve Lancaster County accepting a similar length of road from the state secondary road system into the county road system. I would note this road could be brought up to Ordinance 915 standards in any event. (2) Bridge within subdivision - the developer has checked with Pineville and they will not grant access for an emergency road. This means the bridge will remain a single point of access for over 150 homes. Also, if the bridge becomes public, SCDOT will perform the annual inspection. They won't make any repairs but they will inspect for us. (3) Other roads - if they are brought up to Ordinance 915 standards and if they connect to the public road system, they would be accepted into the county road system by staff.

As a side note, the developer indicates that York County has accepted ownership of the bridge on the main Parkway. This bridge is not part of the current discussion.

Funding and Liability Factors:

If accepted, the bridge and any roads brought up to Ordinance 915 standards will require funding for ongoing maintenance.

Liability for the access to and from the home sites remains a significant concern. As Council will recall, we had significant cost and issues with the Gills Creek Drive matter. That is ongoing. That involved roughly 25 homes and this one will involve over 150 homes. The main difference is we had an emergency access route for Gills Creek; in this case there will be none unless another government relents in the case of emergency. The final decision will not be in the hands of County Council and/or staff.

Options:

Council may accept or reject several components.

(Road) - If brought up to Ordinance 915 standards then road acceptance would be automatic. A swap with SCDOT for Regent Parkway would involve Council approval. If not brought up to standard, and for any road not connected to the public road system, they would remain privately owned and maintained.

(Bridge) - this is a Council decision to accept or reject ownership. Ordinance 915 addresses road acceptance but is silent on bridges. All bridges brought in recently have been via Development Agreement.

(Emergency Access) - this is controlled by Pineville, NC and not County Council.

Recommendations:

Given the high traffic counts, we would recommend that if Regent Parkway is going to become publicly owned and maintained that it be a state secondary road.

Given the potential liability involved in access to and from over 150 homes through a single point with no emergency access, we cannot recommend acceptance of the bridge. This is of course a Council decision.

Regardless of the decision on the bridge, staff would like permission to engage with Pineville in an effort to obtain an emergency easement to be used only in the event that County Council declares a state of emergency for the area. That is a large area and number of people that could be stranded and for which we could not guarantee emergency vehicle access. I would propose that initial contact be via our Emergency Management staff with their North Carolina counterparts.

Attachments: Map of area

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 1-19-15 JH



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



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

Date printed: 01/20/15 : 16:34:22

Report to Lancaster County Council
on Lancaster Area Ride Service (LARS)

Report Period:

10/01/2012- 1/1/2013- 4/1/2013-
12/31/2012 3/31/2013 6/30/2013

FY 2012 - 2013 LARS Only

	1810	1894	1974	Total	2013 Average
Trips	69	49	52	5678	1893
Unduplicated Individuals	24,605	22,159	21,182	67946	57
Passenger Miles					22649
Operational Costs	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Capital Costs	\$ -				
Total Costs:	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45	\$ 26,870.48
Operational Cost Per Trip	\$ 14.00	\$ 13.94	\$ 14.63		\$ 14.19
Operational Cost Per Individual	\$ 367.13	\$ 538.82	\$ 555.34		\$ 487.09
Operational Cost Per Passenger Miles	\$ 1.03	\$ 1.19	\$ 1.36		\$ 1.19

Report Period:

7/1/2013- 10/01/2013- 1/1/2014- 4/1/2014-
9/30/2013 12/31/2013 3/31/2014 6/30/2014

FY 2013 - 2014 Includes JARC; SMTTP and LARS Trips

	2091	1953	2167	1974	Total	2014 Average
Trips	132	77	66	53	8185	2046
Unduplicated Individuals	22,764	22,198	20,511	20674	86147	82
Passenger Miles						21537
Operational Costs	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115	\$ 110,377.90	\$ 27,594.48
Capital Costs	\$ -					\$ -
Total Costs:	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115.00	\$ 110,377.90	\$ 27,594.48
Operational Cost Per Trip	\$ 10.31	\$ 14.71	\$ 11.98	\$ 17.28		13.57
Operational Cost Per Individual	\$ 163.35	\$ 373.11	\$ 393.50	\$ 643.68		393.41
Operational Cost Per Passenger Miles	\$ 0.95	\$ 1.29	\$ 1.27	\$ 1.65		1.29

Report Period:

7/1/2014- 10/01/2014- 1/1/2015- 4/1/2015-
9/30/2014 12/31/2014 3/31/2015 6/30/2015

Fiscal Year

NOTICE OF INTENTION TO ADOPT BUILDING CODES

Notice is hereby given that the South Carolina Building Codes Council intends to adopt the following building codes for use in the state of South Carolina.

Mandatory codes include the:

**2015 Edition of the International Building Code;
2015 Edition of the International Residential Code;
2015 Edition of the International Fire Code;
2015 Edition of the International Plumbing Code;
2015 Edition of the International Mechanical Code;
2015 Edition of the International Fuel Gas Code;
2014 Edition of the National Electrical Code.**

Permissive codes include the:

**2015 Edition of the International Property Maintenance Code;
2015 Edition of the Swimming Pool and Spa Code;
2015 Edition of the International Existing Building Code;
2015 Edition of the International Performance Code for Buildings and Facilities.**

Interested persons may submit written comments until April 1, 2015 to:

**Roger Lowe, Administrator
South Carolina Building Codes Council
PO Box 11329
Columbia, SC 29211-1329**

NOTICE TO BUILDING OFFICIALS

Section 6-9-40 (1) of the South Carolina Code of Laws, 1976 as Amended, requires this notice to be prominently displayed in the public area of the Building Inspection Department.

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, January 26 th	6:30 p.m.	Regular Council Meeting
Thursday, January 29 th	7:00 p.m.	Annual Chamber Meeting Fairway Room
Monday, February 9 th	6:30 p.m.	Regular Council Meeting
Wednesday, February 18 th		SCAC Annual Mid Year Conference Columbia
Monday, February 23 rd	6:30 p.m.	Regular Council Meeting
Thursday, February 26 th	6:30 p.m.	Presentation on Potential Dave Lyle Blvd. Expansion

1 st Thursday of each month	7:00 p.m. ...	Fire Commission, Covenant Street EOC Building
1 st Thursday of each month	6:00 p.m. ...	Planning Commission work session, County Council Chambers
2 nd Tuesday of each month.....	6:30 p.m. ...	Zoning Appeals Board, County Council Chambers
2 nd 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
2 nd Wed (Jan/March/May/July/Sept/Nov)	12 noon	Health & Wellness Comm., various locations
3rd Thursday of each month	6:30 p.m. ...	Community Relations Commission, County Council Chambers
3 rd Tuesday of each month	6:30 p.m. ...	Planning Commission, County Council Chambers
Quarterly (2 nd Monday -March , June, Sept, Dec.)	6:30 p.m.	Airport Commission, Airport Conference Room