

Lancaster County Council Regular Meeting Agenda

Monday, April 25, 2016

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

1. **Call Regular Meeting to Order – Chairman Bob Bundy** **6:30 p.m.**
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Brian Carnes**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - Lindsay Pettus Greenway – *Sherri Gregory and Barry Beasley*
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. **Consent Agenda**
 - a. Minutes of the following meetings
 1. April 11, 2016 regular meeting – pgs. 4-8
8. **Non-Consent Agenda**
 - a. **Resolution 0915-R2016:** A Resolution to approve the late filing by Charles R. Joyner, Jr. for the 2015 Special Assessment as agricultural real property. (*Administration Committee – Favorable Recommendation*) *John Weaver- pgs. 9-15*
 - b. **1st Reading of Ordinance 2016-1394 Noise Ordinance**

Ordinance Title: An Ordinance to amend Chapter 23, Article II, Sections 23-21 of the Lancaster county Code of Ordinances by the deletion of Section 23-21, 23-22 and 23-23 and substituting therefore language set forth hereinafter. *Steve Willis – pgs. 16-18*

9. Discussion and Action Items

- a. Update on Regency Park and roads. *Councilman Brian Carnes – pgs. 19*
- b. Creation of a Business Registration Ordinance. (Favorable – Administration Committee) *Steve Willis – pgs.20-22*
- c. FAA Fallout Funds. (Favorable – I&R Committee) *Steve Willis/Paul Moses – pgs.23*
- d. Information Only – RACI Chart. (Favorable – Public Safety Committee and Fire Commission) *Councilman McCullough/Darren Player – pgs.24-36*
- e. Servicing agent for multi-jurisdictional grant – Byrnes Criminal Justice Innovation Program Grant. *Steve Willis – pgs. 37*
- f. Information only – Designation of Lancaster County MS4 area. *Steve Willis/Jeff Catoe – pgs. 38-42*
- g. Board and Commission appointments. *Debbie Hardin – pg. 43*
 - 1. *Indian Land Fire Fee District - Lisa Walker*
 - 2. *Health and Wellness Council on Aging representative - Sally Sherrin*
 - 3. *Board of Zoning Appeals – Dr. LaVilla Brevard*
- h. Monthly Finance Report. *Kimberly Hill – pgs.44-58*
- i. Catawba Regional Council of Governments Annual Planning Grant. (Favorable – Administration Committee) *Steve Willis – pg. 59*
- j. Update letter to Commerce for Air-Rail Park certification. *Steve Willis – pgs.60-61*
- k. Grant for Adult Drug Court. *Steve Willis – pg.62*

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

- a. Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*
- b. 2nd Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District

11. Miscellaneous Reports and Correspondence – pgs. 63-103

- a. Time Warner Cable
- b. Update Capital Project Sales Tax - Lancaster County Road Program

- c. Follow up item regarding possible donation of land to the School District
- d. Information Only - Pre-Disaster Mitigation Program Grant.

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

13. Executive Session

a. Economic Development Matters, SC Code §30-4-70(5)

- Project 2016-5
- Project 2016-6
- Project 2016-7
- Project 2015-2

b. Receipt of legal advice relating to a matter of a pending claim, SC Code §30-4-70(2)

Upon returning to open session, action may be taken on the items discussed during executive session.

14. Calendar of Events – pg. 104

15. 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



Members of Lancaster County Council

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

Minutes of the Lancaster County Council Regular Meeting

DRAFT

101 N. Main Street, Lancaster, SC 29720

Monday, April 11, 2016

Council Members present were Bob Bundy, Larry McCullough, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Brenisha Wells, Penelope Karagounis, John Weaver, 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: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *The 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 regular meeting to order

Chairman Bob Bundy called the regular meeting of Council 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. Councilman Jack Estridge led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Councilman Brian Carnes moved to approve the agenda. SECONDED by Councilwoman Charlene McGriff. Passed 7-0.

Citizens Comments

Danny Terry, 7926 Flat Creek Road, Kershaw, spoke regarding Agenda Item 7b, Ordinance 2016-1392, the rezoning of three parcels by application of Haile Gold Mine, Inc.

Gary Holland, 8728 Collin Road, Indian Land, spoke to Council regarding Ansley Park and distributed the comments attached as schedule A.

Consent Agenda

Councilman Larry Honeycutt moved to approve the Consent Agenda item a. Seconded by Councilwoman Charlene McGriff. Passed 7-0.

- a. Minutes of the March 14, 2016 regular meeting and March 21, 2016 workshop and regular meeting.**

Non-Consent Agenda

Resolution 0915-2016: A Resolution to approve the late filing by Charles R. Joyner, Jr. for the 2015 Special Assessment as agricultural real property.

County Attorney John Weaver explained that the applicant, Charles R. Joyner, Jr., is requesting a consideration approving the 2015 Agriculture Application. Mr. Joyner missed the deadline for filing his application. Per the letter written by Mr. Joyner's attorney, Brian Trimnal, Mr. Joyner assumed that everything had been taken care of, since he received an Agricultural bill in October of 2014.

Councilman Steve Harper moved to approve Resolution 0915-R2016, Seconded by Councilwoman Charlene McGriff.

After discussion among Council to approve or not approve, Councilman Larry McCullough made the motion to defer Resolution 0915-R2016 and to refer the matter to the Administration Committee for a recommendation. Seconded by Councilman Brian Carnes.

There was a discussion about the main motion already on the floor. County Attorney John Weaver stated that the motion to defer takes priority over the motion on the floor.

Council voted on the motion to defer Resolution 0915-R2016 and to refer the matter to the Administration Committee for a recommendation. Council Members Bundy, Carnes, Estridge, and McCullough were in favor. Council Members Harper, Honeycutt, and McGriff were opposed. Passed 4-3.

This item will be on the Administration Committee Agenda for the meeting of April 14 and a recommendation will be brought to full Council at the April 25 Council meeting.

DRAFT

3rd Reading of Ordinance 2016-1392 rezoning of three parcels by application of Haile Gold Mine, Inc.

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone properties of Haile Gold Mine Inc. The first property is located on Gold Mine Highway \pm 1,030 feet north of the intersection of Snowy Owl Road in Lancaster County, SC. The second property is located on Snowy Owl Road \pm 1,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC. The third property is located on Haile Gold Mine Road \pm 9,100 feet east of the intersection of Gold Mine Highway in Lancaster County, SC. All three properties to be rezoned from R-45A, Rural Residential/Intense Agriculture District to M, Mining District; and to provide for other matters related thereto.

Councilman Larry Honeycutt moved to approve 3rd Reading of Ordinance 2016-1392. Seconded by Councilwoman Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District

Ordinance Title: An Ordinance to authorize certain modifications to the Walnut Creek Improvement District, including enlarging the district by adding certain parcels therein to Bond Area 2 and Bond Area 3; approving revised assessment rolls relating to such parcels; authorizing not exceeding \$[6,000,000] aggregate principal amount of assessment revenue bonds, in one or more series related to Bond Area 2 and Bond Area 3; and to provide for other matters relating thereto.

County Attorney John Weaver explained that these modifications relate solely to Bond Area 2 and Bond Area 3. Currently, these areas are undeveloped or are being developed but lots have not been sold to individual homeowners. None of these modifications will affect current property owners located in Bond Area 1. The modifications are:

- a) Adding two parcels to Bond Area 2 and Bond Area 3; these parcels are adjacent to the existing District boundaries;
- b) Modifying Assessment Rolls for Bond Area 2 and Bond Area 3 to increase the maximum assessments that can be imposed on individual lot owners and to change the density classifications to conform to the proposed types of housing configurations contemplated for those bond areas.

Councilman Brian Carnes made the motion to approve 1st Reading of Ordinance 2016-1393. Seconded by Councilwoman Charlene McGriff. Passed 7-0.

Discussion and Action Items

Possible donation of land to the Lancaster County School District; parcel 0058-00-008.00.

County Administrator Steve Willis explained that this land is owned by Lancaster County as it is the site of the former Health Department. The parcel is just under one half acre and is within the Buford School complex. Mr. Willis stated that it has been suggested that this might make a good site for a parking/holding area for parents waiting to pick up their child from the Buford Middle School. Lancaster County has no use for a small parcel at this location.

If Council elects, transferring the parcel would involve three readings of an ordinance and a public hearing.

There was a brief discussion about a past purchase or donation from the school district to the County for land for a senior citizens building in Heath Springs. This item was favorably recommended by the Administration Committee. Upon receiving more details, this item will be brought back to County Council for ordinance readings.

Noise Ordinance.

Mr. Willis stated that this item is for information only. This item will be on the agenda for First Reading at the next Council meeting. Prior to the next meeting Council requested sample copies of ordinances from other counties for comparison.

Board and Commission appointment.

Councilman Honeycutt made the motion to appoint Raymond Griffin to the Fire Commission. Seconded by Councilman McCullough. Passed 7-0.

Executive Session

Councilwoman Charlene McGriff moved to go into Executive Session to discuss economic development matters, Project 2015-4, Project 2016-3, and to receive legal advice relating to a matter of a pending, threatened or potential claim. Seconded by Councilman Brian Carnes. Passed 7-0.

Councilwoman Charlene McGriff moved to come out of Executive Session. Seconded by Councilman Brian Carnes. Passed 7-0.

County Attorney John Weaver stated during the course of Executive Session, Council discussed two economic development matters and a legal matter. Upon returning to open session there were no motions made on the items discussed in Executive Session.

DRAFT

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Councilwoman Charlene McGriff. Passed 7-0.

Respectfully Submitted:

Approved by Council, April 25, 2016

Brenisha S. Wells
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO.: 0915-R2016

A RESOLUTION

TO APPROVE THE LATE FILING BY CHARLES R. JOYNER, JR. FOR 2015 SPECIAL ASSESSMENT AS AGRICUTURAL REAL PROPERTY

WHEREAS, SC Code §12-43-220 (d)(3) of the state statutory law permits the governing body to extend the time for filing for a special assessment as Agricultural Real Property; and

WHEREAS, Charles R. Joyner Jr., did file late for the 2015 for the reasons noted in his counsel's letter dated April 19, 2016, said letter being attached hereto and incorporated herein by reference; and

WHEREAS, Council hereby finds the explanation to be plausible under the circumstances.

NOW, THEREFORE, BE IT RESOLVED that the 2015 Application of Charles R. Joyner, Jr. shall be accepted by the appropriate county officials and that the parcel noted on the application shall be assessed as Agricultural Real Property.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2016

LANCASTER COUNTY, SOUTH CAROLINA

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council



Brian O'Neal Trimnal
brian.trimnal@tmlawsc.com

April 19, 2016

Lancaster County Council
Attn: Attorney John Weaver and Steve Willis
PO Box 1809
Lancaster, SC 29721

REPLY TO:
P.O. Box 2078
Lancaster, SC 29721
P: 803-285-6000
F: 803-285-4501
C: 803-287-4558

RE: Agricultural Application for Charles R. Joyner, Jr. for 2015

Dear Council,

I am writing this letter to further summarize the 2015 Agricultural Application for Charles R. Joyner, Jr. After meeting with the Administrative Review Committee, we were asked to detail the facts of this situation as follows:

1. Mr. Joyner purchased property in May of 2014
2. Mr. Joyner received a 2014 tax bill for the agricultural rate in November of 2014
3. Mr. Joyner payed the 2014 tax bill in February of 2015 for \$50.83 and assumed that the Agricultural Rate was transferred into his name since he received a bill stating it was taxed as farm use.
4. Mr. Joyner visited the County Building in March of 2016 to pay his property taxes for 2015.
5. He was told that the Agricultural bill had been changed back to the 6% rate and had to pay approximately \$3400.00 in taxes.
6. Mr. Joyner realized he had made a mistake and came to our office to assist him with obtaining the Agricultural Rate.
7. The County Administrator approved the application under his administrative authority for these types of matters.
8. The County Auditor interpreted the statute and made Mr. Joyner petition County Council for approval.

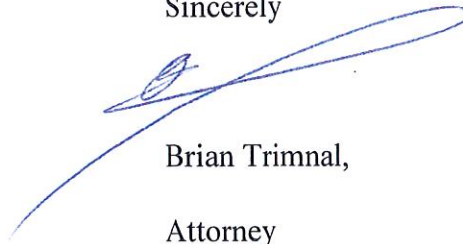
Mr. Joyner missed the deadline for filing his application; however, I believe his reasons for not filing were reasonable and were simply a mistake.

South Carolina Code Section 12-43-220(d) 3 was provided to me by Brad Carnes, the Lancaster County Assessor. It says in pertinent part that "the governing body may extend the time for not filing upon a showing of reasonable cause for not filing on or before the first penalty date" Based on the facts, Mr. Joyner made a mistake and we believed it was reasonable under the circumstances. Mr. Joyner is one of our local farmers and demonstrated to the Administrative Committee that he was farming the subject property at all times after he purchased it. Mr. Joyner lives in Steve Harper's district. I spoke to

Steve about this matter and he concurred that under the circumstances, Mr. Joyner should receive the Agricultural Rate for 2015 and for future years.

Thank you for your consideration in this matter.

Sincerely

A handwritten signature in blue ink, appearing to read "Brian Trimnal", with a long, sweeping horizontal stroke extending to the left.

Brian Trimnal,
Attorney

APPLICATION FOR SPECIAL ASSESSMENT
AS AGRICULTURAL REAL PROPERTY

Please file this application by May 1st to assure your property is listed at the correct assessment ratio.

O.K.

Approved - *[Signature]*
3-9-2016

(Property Owner and Mailing Address)
Charles Joyner 2450 S. Potter Rd Hunt Springs, SC 29

Total Acr.	Tax Yr.	Location	Dist	Map	Sh	Blk	Parcel
34.817	2015	Potter Rd		101			86

Property Owner _____ Soc. Sec. No. _____

Property Owner or Spouse's Name Charles R. Joyner, Jr Soc. Sec. No. _____

If more than two (2) owners, attach a separate sheet with above information on each owner.

Total number of acres 34.817

Timberland: Yes ☒ No _____ Number of Acres all

Cropland: Yes ☒ No _____ Number of Acres all

(Optional Question)

If this is a timber tract and size is less than 5 acres, do you own any other timberland tracts which are contiguous to or under the same management system as this tract? Yes _____ No ☒

(Optional Question)

Do you own any other non-timberland tracts which qualify as agricultural real property? Yes ☒ No _____

Did you have gross farm income of \$1,000 or more? Yes ☒ No _____

Is any portion of the entire tract being used for other than agricultural profit? Yes _____ No ☒ If yes, explain _____

Did you file a farm income tax return? Yes ☒ No _____

It is unlawful for a person to knowingly and willfully make a false statement on this application. A person violating the provisions of this section is guilty of a misdemeanor and upon conviction, must be fined not more than \$200. In making this application, I certify the property which is the subject of this application meets the requirements to qualify as agricultural real property as of January 1 of the current tax year. I also authorize the assessor to verify farm income with the Department of Revenue and Taxation, the Internal Revenue Service, or the Agricultural Stabilization and Conservation Service.

Date 3/7/16

Phone: 863 287 4558

[Signature]
Signature of Owner or Agent

3) Agricultural real property does not come within the provisions of this section unless the owners of the real property or their agents make a written application therefor on or before the first penalty date for taxes due for the first tax year in which the special assessment is claimed. The application for the special assessment must be made to the assessor of the county in which the agricultural real property is located, on forms provided by the county and approved by the department and a failure to apply constitutes a waiver of the special assessment for that year. The governing body may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date. No additional annual filing is required while the use of the property remains bona fide agricultural and the ownership remains the same. The owner shall notify the assessor within six months of a change in use. For failure to notify the assessor of a change in use, in addition to any other penalties provided by law, a penalty of ten percent and interest at the rate of one-half of one percent a month must be paid on the difference between the amount that was paid and the amount that should have been paid, but not less than thirty dollars nor more than the current year's taxes.

12-43-220(d)3

12

DEED DRAWN BY TRIMNAL & MYERS, LLC

LANCASTER COUNTY ASSESSOR
Tax Map:
0101 00 086 00

State of SOUTH CAROLINA)
County of LANCASTER)

TITLE TO REAL E

2014006224

DEED
RECORDING FEES \$10.00
STATE TAX \$247.00
COUNTY TAX \$104.50

PRESENTED & RECORDED:
05-16-2014 11:13 AM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY

BK: DEED 796
PG: 337-338

Know All Men by These Presents, That Rickey David Riggins

hereinafter referred to as grantor for and in consideration of the sum of **Ninety Five Thousand and no/100ths (\$95,000.00) Dollars**

to grantor paid by

Charles R. Joyner, Jr.
2450 S. Potter Road
Heath Springs, SC 29058

RECORDED THIS 19th DAY
OF MAY, 2014
IN BOOK 2014 PAGE R-1

Charles R. Joyner, Jr.
Auditor, Lancaster County, SC

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

All that piece, parcel or lot of land lying, being and situate in Lancaster County, South Carolina, being shown and described as Lot Number A, containing 36 acres, more or less, on plat made by Paul Clark, RLS, dated December 1, 1974 and recorded as Plat No. 1990. LESS AND EXCEPT: that certain piece, parcel or lot of land containing 1.183 acres, more or less, as shown on Plat No. 13142 conveyed to Joyce B. Riggins recorded in Deed Book D-11 at Page 12, Register of Deeds Office for Lancaster County, South Carolina.

Being a portion of the property conveyed to Rickey David Riggins by Deed recorded in Deed Book B-6 Page 5643 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 101/86

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

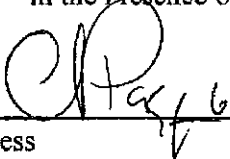
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

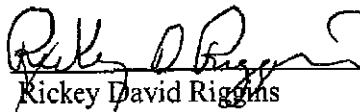
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

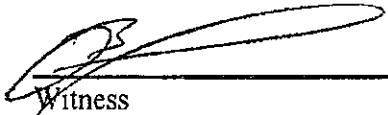
And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 13 day of May, 2014,
and in the two hundred and thirty eighth of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

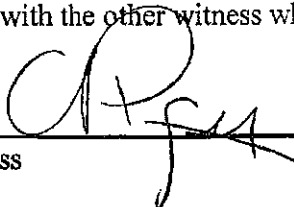

Witness

 (SEAL)
Rickey David Riggins

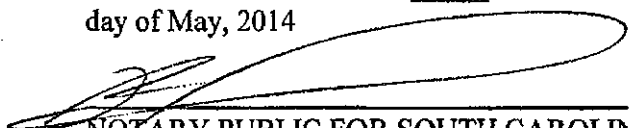

Witness

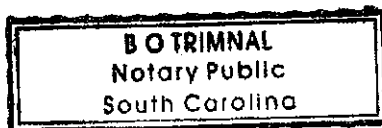
STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.


Witness

SWORN to before me this 13
day of May, 2014


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/20/2020



STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1394

AN ORDINANCE

TO AMEND CHAPTER 23, ARTICLE II, SECTIONS 23-21 THROUGH 23-23 OF THE LANCASTER COUNTY CODE OF ORDINANCES BY THE DELETION OF SECTION 23-21, 23-22 AND 23-23 AND SUBSTITUTING THEREFORE LANGUAGE SET FORTH HEREINAFTER.

WHEREAS, County Council previously considered the issue of excessive noise within the boundaries of the unincorporated sections of Lancaster; and

WHEREAS, so as to define with specificity the rules and regulations regarding excessive noise, Council did pass Ordinance No. 692 (October 3, 2005) and Ordinance No. 846 (September 10, 2007); and

WHEREAS, upon consultation with the Lancaster County Sheriff and upon recommendation of the County Administrator, Lancaster County Council has determined that a revision to the County's noise ordinance is appropriate.

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

- A. Chapter 23, Article II, Sections 23-21 through 23-23 of the Lancaster County Code of Ordinances are deleted in their entirety.
- B. Substituted and replaced therefore is the following:

Section 23-21. Definition

Excessive Noise is any loud unnecessary noise which disturbs the peace and quiet of any unincorporated area of the County of Lancaster or which causes disturbance, discomfort, or annoyance to any reasonable person of normal sensitivities in any incorporated area of the County of Lancaster or which endangers or injures the safety or health of any person or domestic animal in any unincorporated area of the County of Lancaster. This shall include but not be limited to noise made by human voice or mechanical, electric, or electronic machine or device. In determining whether a noise complained of constitutes excessive noise, the finder of fact shall consider all relevant factors including but not limited to the following:

- (a) The intensity and level of the noise;
- (b) The nature of the noise including whether it was usual or unusual and whether it was produced naturally or unnaturally;
- (c) The duration of the noise;
- (d) The date and time of day or night the noise occurred;
- (e) The general characteristics of the area where the noise was produced;
- (f) The general characteristics of the area where the noise was heard;
- (g) The distance between the source of the noise and the hearer of the noise;
- (h) The reasonable expectation of quiet of persons where the noise was heard;
- (i) Any prior complaints concerning the noise or its source or the person producing the noise.

Section 23-22. Prohibited Acts.

It shall be unlawful for any person to make or continue or cause to be made or continued any excessive noise in any unincorporated area of the County of Lancaster.

Section 23-23. Exceptions.

This article shall not apply to:

- (a) Noise emanating from a lawfully established business or industry on a fixed site in any unincorporated area of the County of Lancaster except a business licensed for on premise consumption of alcoholic beverages, which business shall be subject to this Article.
- (b) Noise emanating from governmental activities, airports and aircraft, railways, emergency signal devices, parades, carnivals, school band practice and performances, school or government sponsored events, or similar activities.
- (c) Noise caused by emergency operations for the immediate safety, health, and welfare of the unincorporated areas of the County of Lancaster and its inhabitants or to restore property to a safe condition following a calamity.

- (d) Noise emanating from construction activities, agriculture activities, tree harvesting or land clearing activities, lawn care activities, or similar activities between the hours of 6:00 a.m. and 10:00 p.m.

Section 23-24. Enforcement and Penalties.

- (a) The provisions of this Article shall be enforced by the Lancaster County Sheriff's Office.
- (b) A person violating this Article shall be guilty of a misdemeanor and shall be punished by a fine and/or imprisonment as provided by Section 1-10 of the Lancaster County Code of Ordinances for a first and a second offense. For a third or subsequent offense a person violating this article shall be punished by a minimum fine of \$250.00 and/or imprisonment as provided by Section 1-10 of the Lancaster County Code of Ordinances. Each occurrence shall constitute a separate offense.

AND IT IS SO ORDAINED

Dated this _____ day of _____ 2016

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	April 25, 2016	Tentative
Second Reading:	May 9, 2016	Tentative
Third Reading:	May 23, 2016	Tentative

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Brian Carnes
Department:	Council
Date Requested to be on Agenda:	April 25, 2016

Issue for Consideration:

Update on Regency Park and roads.

Points to Consider:

This is just an update for Council.

Despite the best efforts of the developer, Pineville will not grant an emergency easement for the portion of the development north of the bridge.

The developer is in discussions with the land developer in York County that is removing the golf course and developing the land as residential. There is a possibility of connectivity there but nothing is firm at this time.

The utility lines to serve that area will be bored under Little Sugar Creek.

York County has accepted the main bridge on Regent Parkway.

Funding and Liability Factors:

Liability still is a possibility for whoever ends up with the bridge on Gilroy Drive unless there is a secondary access point for the approximately 160 homes. Otherwise the bridge is a single access point for these residents.

Council Options:

None at this time; this is just an opportunity for Council Vice-Chairman Carnes to update the other members of Council.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution#: Discussion Item – Prior to Drafting an Ordinance
Contact Person / Sponsor: Steve Willis
Department: Admin
Date Requested to be on Agenda: April 25, 2016

Issue for Consideration:

Creation of a Business Registration Ordinance.

Points to Consider:

This would be a Business Registration Ordinance (maximum \$15 fee per business) rather than a Business license Ordinance (fee based upon gross receipts).

The program would be administered through the Delinquent Tax Office.

The main benefit is developing a data base on what businesses are operating within the county. This information is useful to both the Auditor's Office and Delinquent Tax Office.

Limited data would be obtained but we would seek an emergency contact for the business for the Sheriff's Office and whether or not hazardous chemicals or materials are present for the fire service.

Attached is a memo for the Administration Committee outlining the cost of such a program.

Attached is a draft of the ordinance and registration form data.

Funding and Liability Factors:

Maximum fee would be \$15 per year per business. Not having prior data, it is impossible to estimate initial revenue/ number of businesses affected. The trigger for registering will be if the business is required to file personal business returns (form SC PT 100 or 300).

Council Options:

Approve or reject an ordinance following discussion on what items you would like to see in an ordinance.

Staff Recommendation:

Approve an ordinance with a January 1, 2017 effective date and May 1st of each calendar year penalty date.

Committee Recommendation:

Adopt a Business Registration ordinance.

Draft Business Registration Ordinance

Sec. 13-3. - Business registration.

(a) Definitions:

“Business” means a calling, occupation, profession, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly and which is operating in the unincorporated part of Lancaster County and which is required to file either a PT-100 or PT-300 with the South Carolina Department of Revenue or file a Business Personal Property Return with the Lancaster County Auditor's Office.

“Person” means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

(b) The owner, agent or legal representative of every business subject to this ordinance shall register the business using the approved form on or before July 1st of each year; *provided*, a new business shall be required to have a business registration prior to operation within the county. All business personal property, corporate, manufacturers, and merchants' taxes due must be paid prior to registering with the county.

A registration for a bar (NAICS 722410) must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

A business cannot operate in the county without meeting these requirements.

(c) A Business Registration is not transferrable under any conditions. Businesses that change ownership will be allowed thirty (30) days to register. Businesses that change their location will be allowed thirty (30) days to notify the County of their new address.

(d) If business is conducted at more than one location or place, each such location or place shall be considered a separate business upon which a separate business registration will be required. One registration is required for each separate business location. Persons working for a registered business are not required to maintain a separate registration with the County.

(e) Each business shall display the registration issued to them on the original form provided by the registration official in a conspicuous place in the business establishment at the address shown on the form.

(f) Any person violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than two hundred (\$200.00) dollars for each such violation. A person shall be allowed thirty (30) days to register the business upon notification of his failure to register before the penalties may be assessed.

In addition, the county may take action as allowed by law to prevent the business from operating until such time that the business registers with the county, including but not limited to, requesting the appropriate utility company terminate service to the business.

Draft Business Registration Form Data Collection

Name of Business

Physical location of Business

Mailing address of Business

Telephone number of Business

SC Department of Revenue PT 100 or PT 300 number of Business

Name of owner of the Business

Mailing address of owner

Telephone number of owner

Type of Business – check boxes with NAICS code

Fire Department – check box if the location stores reportable hazardous materials and/or compressed gas cylinders

Sheriff's Office – name and telephone number for emergency contact person(s)

Name and signature for person completing the form. This will include the following certification:

I attest, under penalty of perjury, that the information given in this application is true and that the business personal property, corporate, manufacturers, and merchants taxes due and payable to Lancaster County pursuant to SC Code of Laws section 12-37-210 et.al. have been paid. I further attest that issuance of a Business Registration does not relieve me of compliance with all applicable zoning and building code requirements and that I am subject to all the provisions of the Business Registration Ordinance of Lancaster County.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Information Item
Contact Person / Sponsor:	Steve Willis/ Paul Moses/ Ken Holt
Department:	Admin/ Airport/ Airport Engineer
Date Requested to be on Agenda:	April 25, 2016

Issue for Consideration:

FAA Fallout Funds

Points to Consider:

There is always the potential for the FAA to announce that funding will become available for projects.

These funds are grant funds awarded to other projects but not used for various reasons.

Ken Holt and Paul Moses want to discuss being able to request funding if such becomes available. Funding would be for the construction of the heavy aircraft apron.

Funding and Liability Factors:

Unknown at this time.

Council Options:

Accept or reject the funding if it becomes available.

Staff Recommendation:

Since we can't forecast future federal funding, I recommend we at least prepare for the possibility and bring it to Council should funding become available.

Committee Recommendation:

Recommend we prepare for this but take no action unless we are notified of available funding. If we receive that notice we will have a very tight time frame to reply and will not have time to go through the normal Committee process. That is why the Committee has discussed this but no action is authorized by staff without coming to Council for approval.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player

Department: Fire Rescue

Date Requested to be on Agenda: April 25, 2016

Issue for Consideration: This item is for information to the Council related to the RACI (Responsible – Accountable – Consulted – Informed) matrix. This document provides guidance on the relationships and flows of authority within the Fire Rescue organization, Fire Commission and the Volunteer Fire Departments.

Points to Consider: The organizational relationships of all related Fire Rescue/Volunteer Firefighter/Fee District relationships.

Funding and Liability Factors: No funding needed. Information only.

Council Options: Receive the information and place it into use realizing this is a living document evolving as the Fire Rescue service continues to grow and progress within Lancaster County.

Recommendation: This document has been reviewed by Staff, Fire Chief's Association, and the Fire Commission. The Fire Commission voted in their April meeting to forward this informational document to Council for its use and as furtherance of its members understanding of how the interrelationships in Fire Rescue work.



Lancaster County Fire Rescue

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFR@compurium.net



Proud and Progressive

January 29, 2016

Re: RACI Concept Document Definition and Review Schedule

RACI stands for Responsible Accountable Consult Inforn

It is a matrix used in the corporate world that lends itself to use in situations where a person may not be completely familiar with the operations of an organization such as our Fire Rescue service. The flow chart is a tool that person could use to determine who or which agency should be contacted based on the question or concern they may have. The development of this tool was at the request of and assistance by a councilman who is also involved in defining more precisely the role, activity and responsibilities of the fee district boards and their relationship to the fire departments located in the district from which they collect and disburse fees. The document included in your package is the result of several months of meetings between the Director and Emergency Management Planner with Councilman McCullough. He hopes this will be a tool he can use with Council to help define the fee districts and at the same time allow Council a better understanding of our processes and procedures and their interrelationship with the county and its governing Council.

Below is a timeline for consideration of this concept document allowing all Fire/Rescue stakeholders participation in both reviewing and refining the document.

February 4th, Fire Commission Meeting (initial review by the Fire Commission)

March 24th, Lancaster County Fire Chief's Association Review

April 7th, Fire Commission Final Review and Request for Adoption

April 25th, Submission to County Council (to Debbie Hardin on April 19th)

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire/EMS Committees	Fire/EMS Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Staff Fire Rescue	Career Fire Rescue	Fire/EMS Admin. Assistant	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Mgt. Volunteer Depts.	Fire Fee Districts
Assesses/Determines Fire Rescue Training Needs				A	R						R	R	R	C	C	I	I	
Approves Identified Fire Rescue Training Needs	A	R	C	R	R								I	I	I	I		
Recommends Training Standards		R	C	A									R	C	C	I	C	
Adopts Training Standards and Sets Training Policy	A	I	C	R					R		I	I	I	I	I	I		
Assesses/Determines Fire Rescue Training Needs (Individual Fire Departments)				C	I								C	A	C	I		
Enforces Training Related Policies			A	R	R							C	A	C				
Insures Training Is Completed Per Fire Commission Decision	I		C	A	R							R	C	R	I	I		
Develops Curriculum for High School Career Program			C	R	A	C	C		R									
Approves Curriculum for High School Career Program	I		A	R	R							I	I	I				
Develops Public Fire & Life Safety Education Programs			I	A	R		C					I	I			C		
Approves Public Fire & Life Safety Education Programs	I		A					I				I	I	I				
Develops and Recommends Training Policies to Meet Standards or Arising Hazards	C		I	A	R			I	R			C	C	I	I			

T R A I N I N G

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire/EM Director & Committees	Fire Rescue Training Officer	Fire Rescue Asst. Officer	Apparatus & Equip. Officer	Fire Marshal	Staff Fire Rescue	Fire Rescue Planner	Fire/EM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Met.	Fire Fee Districts
Approves Training Policies for Volunteer Fire Departments	A		C	R	R	I	I	I	R			C	C	C	I	I	
Maintains Training Records of Individual Firefighters (ISO Requirement)			I	R							R	C	C	A	I		
Develops and Maintains Database of Firefighters Training and Qualifications				R	R				C	R			R	R			
Develops Reports and Analyses Data to Determine S.W.A.T as Related to Training	C		C	A	R	C	C	C				I	I	C			
Develops Written Reports to Inform Leadership of Status of Fire Rescue Training - Including Monthly Updates on Certifications for Every Member of the Service			I	A	R					R							
Performs Risk Analysis of Training Activities to Reduce the Risk of Injury to Personnel			C	A	R	C	C	I				I	I	I			
Develops Written Lesson Plans to Insure Training Evolutions Meet Necessary Requirements			C	A	R	C	C	I			C	I	C				
Verifies Firefighter Training/Certifications to Perform Task Such as Operate Apparatus, Interior Firefighting, Technical Rescues, etc.	I		I	A	R				R	R	I	I	C	I			
Verifies Firefighter Training/Certifications to Fill Roles and Positions Such as Lieutenants, Captains, Chief's, Training Officers, Etc.	I		I	A	R				R	R	I	I	C	I			

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire/EM Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Staff Fire Rescue	Fire Rescue Planner	Fire/EM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Offices	Vol. Firefighters	Emergency Mgt.	Fire Fee Districts
T R A I N I N G																	
Delivers/Instructs In-County Classes																	
Delivers and Participates In Training Programs	I																
Delivers Public Fire & Life Safety Education Programs																	
Schedules In-County Classes for Firefighters																	
Administers High School Career Center Program	I																
Delivers High School Career Program																	
Repairs Fire Rescue Apparatus and Equipment	I																
Schedules and Plans Apparatus Maintenance and Repairs																	
Response to Emergency Apparatus & Equipment Breakdowns																	
Transports Fire Apparatus as Needed for Service or Repair																	
Inspects Fire Apparatus & Equipment on Schedule	I																
Performs Routine Maintenance on Fire Apparatus	I																
Delivers Repaired and New Equipment to Fire Departments																	
Programs Communications Equipment and Performs Minor Repairs																	
Consults with Fire Departments on Equipment Purchases																	

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire Commission Committees	Fire/EM Director & Deputy Director	Training Officer	Fire Rescue Officer	Training Officer	Apparatus & Equip. Officer	Fire Marshal	Staff Fire Rescue	Fire Rescue Planner	Fire/EM Admin. Assist.	Data Entry	Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Mgt.	Fire Fee Districts
Based on Manufacturers Recommendations, NFPA Standards, ISO & When Applicable OSHA Regulations; Schedules & Supervises Equipment & Apparatus Test	I		C	C	C			A	C		R								
Approves Apparatus & Equipment Testing and Replacement Schedules	C		A					R										I	
Sets Policy Regarding Testing, Maintenance and Repair of Firefighting and Rescue Equipment and Apparatus	A		R					R											
Assesses Apparatus Condition and Needs (Individual Fire Departments)			I	I				I							A	I		I	
Assesses Apparatus Condition and Needs Across the Service	I		C					A											
Tracks & Documents Breakdowns for Trends or Recurrences	I		I	I				A				R			I				
Assesses Equipment Condition and Needs Across the Service	I		C					A							C				
Assesses Equipment Needs (Individual Fire Departments)			I	I				C							A	I	C		
Based on Condition, Manufacturers Recommendations and NFPA Standards, ISO and When Applicable OSHA Regulations; Recommends Equipment Maintenance and Replacement Schedules	I		C					A	C		R				I				
Maintains Database & Records of Required Test and Maintenance on All Apparatus & Equipment	I		I					A		I		R			I				

LANCASTER COUNTY FIRE RESCUE RACI

[illegible]

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire/EM Director & Committees	Fire Rescue Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Career Fire Rescue Staff	Fire Rescue Planner	Fire/EM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Mgt.	Fire Fee Districts
E																		
M																		
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LANCASTER COUNTY FIRE RESCUE RACI

Fire Department																		
	County Council	Fire Commission	Fire/CEM Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Career Fire Rescue Staff	Fire Rescue Planner	Fire/CEM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Met.	Fire Fee Districts	
E	I	C		A	R	R	R	C	R	R	I	C	C	I		C	I	
M				A	R	R	R		R									
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LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire Commission Committees	Fire/EM Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Career Fire Rescue Staff	Fire Rescue Planner	Fire/EM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Mgt.	Fire Fee Districts
Provides Fire Departments with Information Necessary to Complete Annual State Information Request	I		R				R	R			A	R		A	I			
Maintains State Firefighter Registration Database for Lancaster County			I	R	R						A			R				
Penalizes or Sanction Fire Departments That Fail to Follow Adopted Guidelines or Policies	A	I	R								R		I	A	I	I		
Penalizes or Terminates Volunteer Firefighters as Required to Maintain Discipline and Order Within Individual Fire Departments			I	I	I						R			A	I	I		
Approves New Firefighters as They Join the Service and Complete Application Process			I	R	R						R			A	I	C		
Registers New Firefighters and Processes Individual Firefighter Information and General Records			I	R	R					A	R			R	R			
Office Supplies: Printer Ink, Paper, etc.			C	C	C	C	C	C	C	A	C			C			C	
Responds to Emergency Calls			A	R	R	R	R	R	R								R	
Provides Necessary Information to Fire Departments to Assist with FEMA Grant Applications			I	C			C			A	R						C	
Provides Hazardous Weather Response to Assist Citizens	I		A	R	R	R	R	R	R	I	I			I			C	
Provides Hazardous Weather Response to Protect High Value Fire Rescue Assets	I		A	R	R	R	R	R	R	I	I			I			C	

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire Commission Committees	Fire/EM Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Career Fire Rescue Staff	Fire Rescue Planner	Fire/EM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Offices	Vol. Firefighters	Emergency Mgt.	Fire Fee Districts
Reviews Plans and Performs Inspections of New Commercial Buildings			I	I				A						C				
Performs Inspections in Response to Citizen Complaints			I	I				A						C				
Develops Fire Safety Campaigns, Orders Fire Safety Materials and Trains Firefighters to Present Fire Safety Programs	C		C	A	R			R	I		R	I	I	I	I	I		
Approves Fire Safety Ordinances	A	R	R					C				I		C	I	I	I	
Performs Sub-Division Reviews to Ensure Fire Codes are Enforced			I					A						C				
Responds to Fire ordinance Violation Calls and Serves as Fire Code Information and Enforcement Officer			I					A										
Recommends Fire Safety Ordinances and Policy	A	C	C					R				R	I	C	I	I		
Public Fire Safety Education Presentations			C	A	R	I	C	R	R			I	R	R	R	I		
Provides Citizens with Information Pertaining to Insurance Ratings	I		A				I			R								
Provides Citizens with Information Pertaining to Fire Related Ordinances	I		C				A			R						I		
Interprets Fire Code / Answers Fire and Building Code Queries			C				A									I		

LANCASTER COUNTY FIRE RESCUE RACI

	County Council	Fire Commission	Fire/CM Director & Deputy Director	Fire Rescue Training Officer	Fire Rescue Asst. Training Officer	Apparatus & Equip. Officer	Fire Marshal	Staff Fire Rescue	Fire Rescue Planner	Fire/CM Admin. Asst.	Data Entry	Fire Rescue Training Assoc.	Vol. Fire Chiefs	Vol. Training Officers	Vol. Firefighters	Emergency Mgt. Fire Fee Districts
BUDGETTING																
Assesses/Determines Budget Needs	C	R	A	R		R	C		I	R	R					A
Approves Budget Assessment	A	R	R	I		I	I		R	R		I			I	A
Approves Annual Budget	A	R	R	I		I	I		I	I	I	I			I	A
Tracks Expenses Reconciles Budget	I		A			R			A	A						A
Administrative Office Supplies Orders			C	C	C	C	C		C	C					C	
Assist Individual Fire Departments with AFG Applications, Purchases and Grant Administration	I	I	C	R		R	R		R	R					A	
Processes Equipment Orders From Individual Fire Departments and Places With Vendors	I		I			A			R	A		R		I		A
Purchases Training Materials and Pays for Training Delivered			C	A	C				R	R		I	I			
Approves Budget For Training Needs	I	A	R	C	I				I	I	I	I	I	I		
Purchases Equipment for High School Career Center Program	I		C	A	R				R	R		I				
Approves Budget for High School Career Center Program																
Applies for Grants and Other Outside Funding for High School Career Center Program	C		C	C	A							I			C	
Approves Fire & Life Safety Education Program Funding	A	C	C	R	I		I					I		I		
Purchases Fire & Life Safety Education Funding			C	R	I		I		A							

LANCASTER COUNTY FIRE RESCUE RACI

[illegible]

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	April 25, 2016

Issue for Consideration:

Serving as fiscal agent for a US Bureau of Justice Assistance – Byrnes Criminal Justice Innovation Program grant.

Points to Consider:

This would be a multi-jurisdictional grant involving the County, City of Lancaster, School District, Sheriff's Office, and Police Department.

The School District will handle grant writing and administration.

This would be a \$1 million grant over 3 years.

The purpose is a holistic data driven approach to crime reduction. This would tie into a program the Sheriff has been using for about one year.

Funding and Liability Factors:

\$1 million over three years.

Council Options:

Approve or reject our serving as fiscal agent for this grant.

Staff Recommendation:

Approve serving as fiscal agent. I would request that the Council hear from Council Chairman Bundy, Councilwoman McGriff, and Sheriff Faile who are all briefed in on this grant.

Committee Recommendation:

Due to a tight time constraint for the application this has not gone through the Public Safety Committee. The Committee Chairman has been briefed.

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Steve Willis/ Jeff Catoe
Department:	Admin/ Public Services
Date Requested to be on Agenda:	April 25, 2016 – Council as Information May I&R Meeting for Discussion May 23, 2016 – Council as Action Item

Issue for Consideration:

Designation of Lancaster County MS4 area.

Points to Consider:

By statute the urbanized area of Lancaster County must be designated as a MS4 (stormwater) area.

The MS4 plan submitted to SC DHEC contained only the urbanized area.

SC DHEC has rejected the portion of the plan designating the covered area. They are designating the entire panhandle of Lancaster County north of the US 521/ SC 5 intersection.

This will greatly expand the area Council has previously designated for MS4 coverage, including the imposition of stormwater fees.

Council must determine whether or not to appeal the determination of SC DHEC. As the letter indicates, waivers are generally not applicable to areas with a population of 10,000 or greater.

Funding and Liability Factors:

Unknown at this time. The MS4 plan will need to be amended to include the much larger area to determine the cost of handling this area.

Council Options:

Accept or appeal the MS4 designation by SC DHEC.

Staff Recommendation:

We have just received the letter and are still studying it. It appears our options to receive a waiver are extremely limited due to the population in the panhandle.

Committee Recommendation:

To be determined.



Catherine E. Heigel, Director

Promoting and protecting the health of the public and the environment

April 14, 2016

Jeff Catoe
Public Works Director
Lancaster County
PO Box 1809
Lancaster, SC 29721

Re: Designation of a portion of Lancaster County as a Small Municipal Separate Storm Sewer Systems (SMS4) to Authorize Discharges to all Waters of the State under the State of South Carolina National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Regulated Small Municipal Separate Storm Sewer Systems (SMS4), SCR030000.

Dear Mr. Catoe,

We at the South Carolina Department of Health and Environmental Control (SCDHEC) appreciate the opportunity to meet with you to review Lancaster County's SMS4 Notice of Intent (NOI).

According to the 2010 U.S. Census, at least five distinct portions of Lancaster County became part of the Charlotte NC – SC Urbanized Area (UA). Based on that classification, SMS4s owned or operated by Lancaster County became automatically designated for regulation under Phase II of the NPDES Storm Water Program for Discharges from SMS4.

In addition, the Department is required to consider, and designate, portions of the SMS4 where it is determined that discharges from the SMS4 result, or have the potential to result, in exceedances of water quality standards, including impairment of designated uses, or other significant water quality impacts, including habitat and biological impacts.

After water quality factors stated above were considered, the South Carolina Department of Health and Environmental Control (SCDHEC) is designating the portion of Lancaster County north of South Carolina Highway 5 as a Regulated Small Municipal Separate Storm Sewer System (SMS4). This area is comprised of TMDL watershed areas (Waxhaw and Twelvemile Creeks), and includes Sugar Creek, listed in the 2014 303(d) list of impaired waters in addition to the 5 portions of Lancaster County included in the Charlotte NC – SC UA as required in South Carolina Water Pollution Control Permits Regulation 61-9 §122.32.

There are waiver provisions from designation for Storm Water Permitting requirements contained in SC R. 61-9 §122.32.(e) & (h). However, these waiver provisions are not applicable to regulated SMS4s with population of 10,000 or more.

Designating the area north of South Carolina Highway 5 as the Lancaster County regulated SMS4 will allow Lancaster County an opportunity to ensure that development in this high growth area occurs in a manner that will meet the County's goals of protecting waters quality. SCDHEC will place a draft certificate of coverage on public notice giving the public an opportunity to comment. A fact sheet supporting the designation of the regulated SMS4 as the area north of South Carolina Highway 5 located in the jurisdiction of Lancaster County will be prepared.

Looking forward to the successful implementation of the NPDES Phase II Municipal Stormwater Program in Lancaster County.

Sincerely,

A handwritten signature in blue ink that reads "Nelson McLeod III". The signature is stylized with a large "N" and "M".

Nelson McLeod III, PE
Environmental Engineer
MS4 Program

Attachments.

cc: John Gast, Keck & Wood, Inc, 215 Hampton Street, Suite 100, Rock Hill, South Carolina 29730

References

SC Water Pollution Control Permits Regulation 61-9 §122.32 Criteria for regulation of a small MS4:

- (a)(1)** Small MS4 located in urbanized area
- (c)** Waiver requirements
- (f)(1)(i)** Small MS4 located in urbanized area
- (f)(1)(ii)** Total population and population density
- (f)(1)(iii)** Adjacent to and impacting a designated MS4
- (g)(1)(i)** On 303d list of impaired waters
- (g)(1)(iii)** Population growth
- (g)(1)(iv)** Three miles of urbanized area
- (g)(2)(i)** Contributing to violation of water quality standard
- (g)(2)(vi)** MS4 approaches two or more criteria
- (h)** Waivers and phasing

SC Water Pollution Control Permits Regulation 61-9 §124.10 **Public notice of permit actions and public comment period**

List of Impaired 303d

http://www.scdhec.gov/HomeAndEnvironment/Docs/tmdl_14-303d.pdf

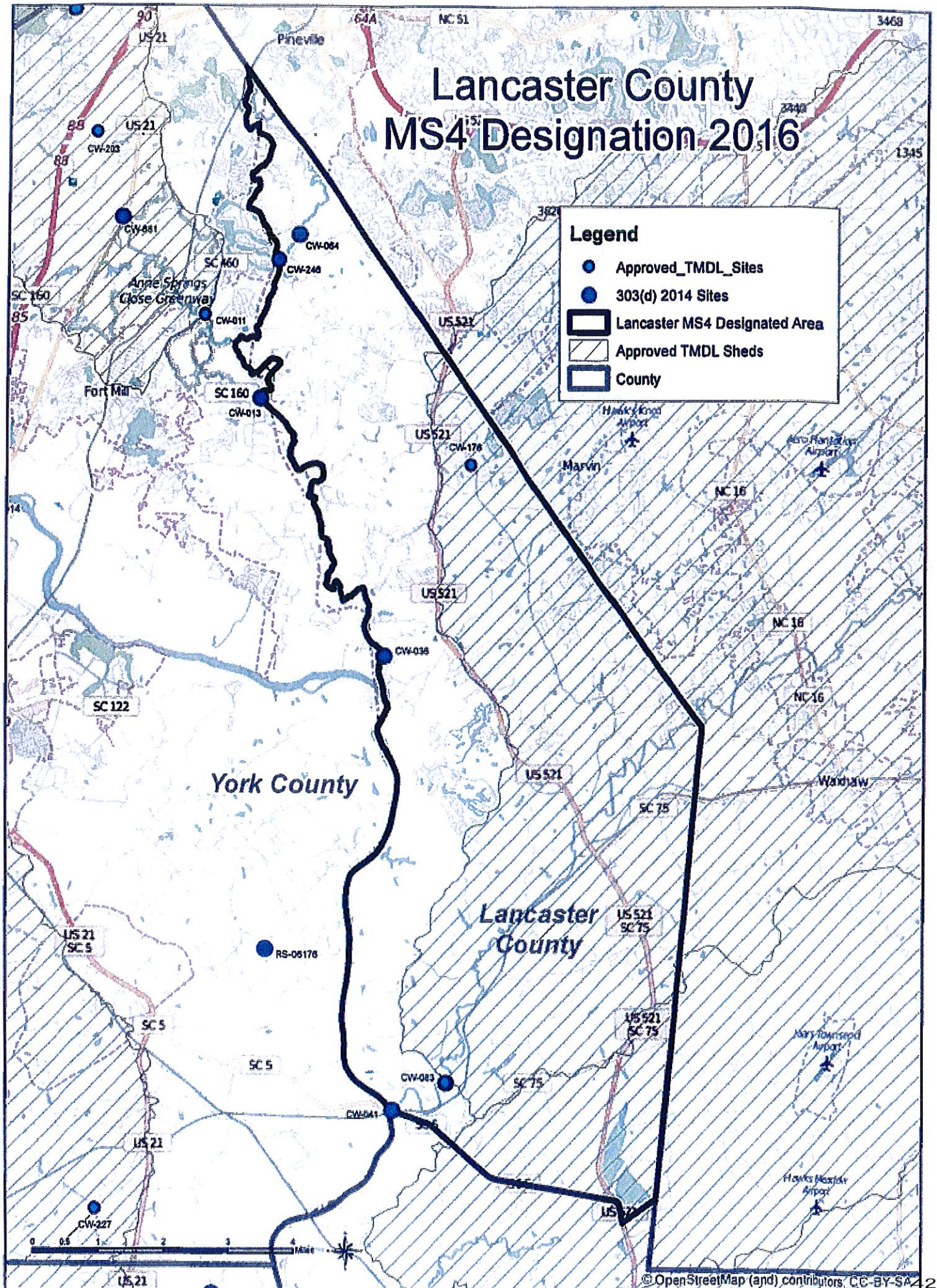
List of Approved TMDLs

http://www.scdhec.gov/HomeAndEnvironment/Docs/tmdl_08sites.pdf

Lancaster County MS4 Designation 2016

Legend

- Approved_TMDL_Sites
- 303(d) 2014 Sites
- ▭ Lancaster MS4 Designated Area
- ▨ Approved TMDL Sheds
- ▭ County



Agenda Item Summary

Ordinance # / Resolution#: n/a

Contact Person / Sponsor: Debbie Hardin, Clerk to Council

Department: Administration

Date Requested to be on Agenda: April 25, 2016

Issue for Consideration:

Board and Commission Appointments.

Points to Consider:

Indian Land Fire Fee District: Jan Tacy has resigned from the Indian Land Fire Fee District. Lisa Walker has been nominated to fill the unexpired term. For Council consideration, there is an appointment to fill the unexpired term through 6/30/2016 and an appointment to fill the first term that would expire 6/30/2020.

Health and Wellness: Sally Sherrin has agreed to serve another term on the Health and Wellness Commission representing seniors. This will be a second term ending 6/30/2020.

Board of Zoning Appeals: In auditing the records, Dr. LaVilla Brevard term expired 6/30/2015. She has agreed to serve another four-year term, expiring 6/30/2019.

Funding and Liability Factors:

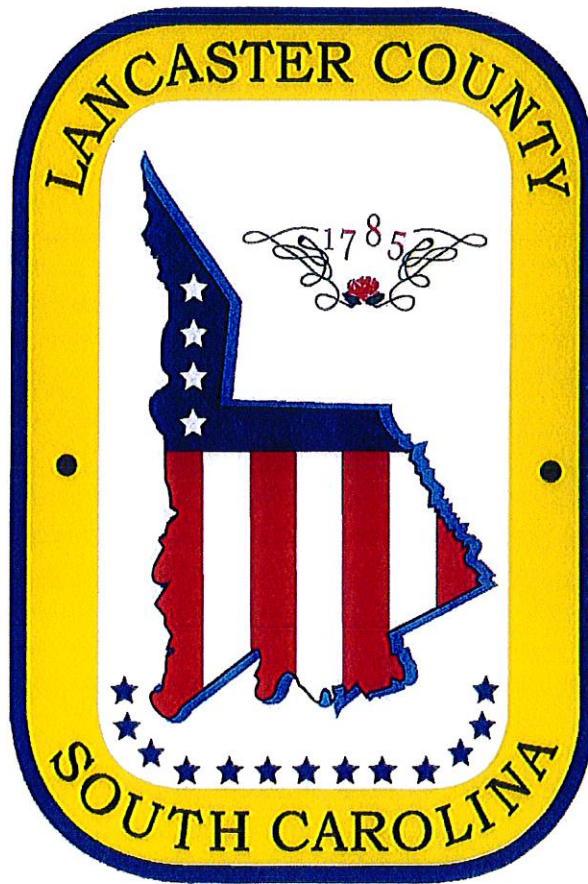
None

Recommendation:

Make appointments as stated above.

Budget Monitoring Report

Month of March 2016



Council Meeting April 25, 2016

Prepared by Kimberly Hill, Budget Analyst

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

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General Fund Expenditures Overview	4
General Fund Fund Balance	5
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General Fund Revenue & Expenditure Summary	10-12
General Fund Department Summary	13-14

General Fund Revenue Overview

Major Revenue Source - Property Taxes

These revenues are comprised of ad-valorem real property taxes, personal property taxes, vehicle taxes, 1% local option sales taxes for property tax reduction, and property tax reimbursements from the State of SC such as homestead, manufacturer's, and motor carrier.

March Collections	YTD Collections	Total Budgeted Collections
1,109,304	26,515,924	28,677,353

Major Revenue Source - Other Taxes

These FY2016 revenues come from road improvement fees.

March Collections	YTD Collections	Total Budgeted Collections
223,510	1,677,246	2,100,000

Major Revenue Source – Intergovernmental Revenue

This revenue source consists of the following payment types: State Aid to Subdivisions, State Salary Participation, State DSS 4D Funds, State Election Commission, State Veterans Affairs, some State & Federal grants, and intergovernmental payments from other governments.

March Collections	YTD Collections	Total Budgeted Collections
68,069	2,467,121	4,344,921

Major Revenue Source – Charges for Services

The majority (\$2,450,000 FY2016) of these revenues come from ambulance fees. Other sources are solid waste fees, convenience fee for SCDMV stickers, and delinquent tax costs.

March Collections	YTD Collections	Total Budgeted Collections
94,847	2,027,186	2,902,750

Major Revenue Source - Licenses and Permits

These revenues are associated with land ownership transfers and new home and commercial construction. The majority (\$2,850,000) of FY2016 budgeted revenues in this category come from anticipated building permit revenue.

March Collections	YTD Collections	Total Budgeted Collections
648,453	4,136,742	4,346,300

Non-Major Revenue Sources– Fines and Fees, Contributions & Donations, Miscellaneous

These revenues are considered non-major sources. Fines & Fees include Magistrate fines, Family Court fees, civil paper fees, costs of court, and library fines. Contributions & Donations include

any donations or contributions made to the varying departments in the County. Miscellaneous includes interest income, rental income, and inmate commissary commission income.

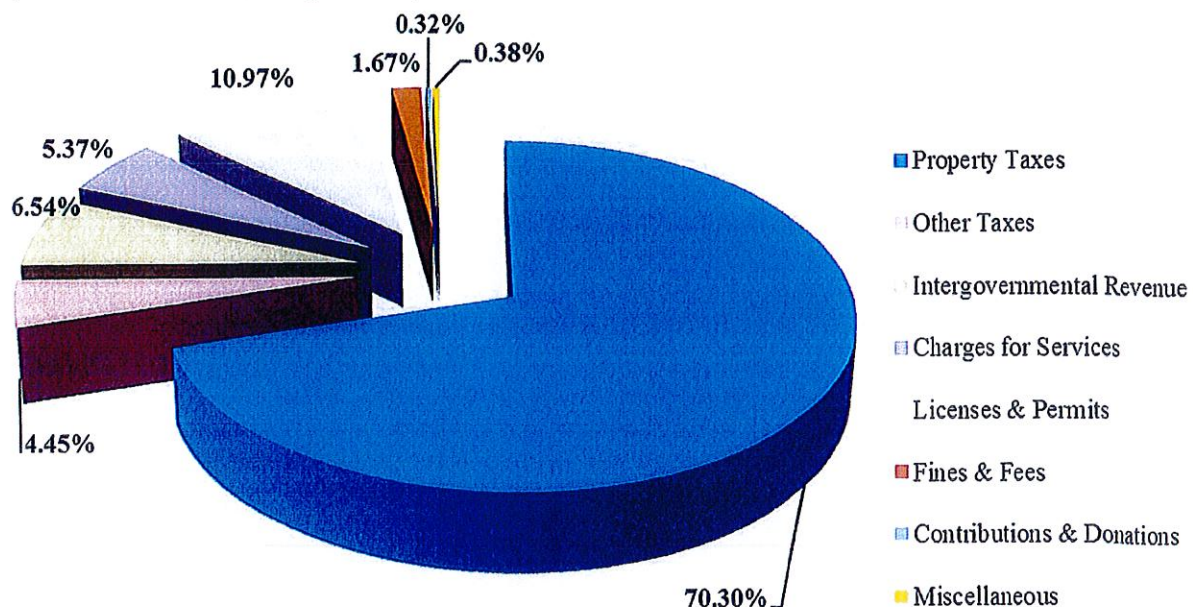
Source	March Collections	YTD Collections	Total Budgeted Collections
Fines & Fees	99,273	629,426	933,750
Contributions & Donations	5,144	120,101	46,000
Miscellaneous	1,101	142,026	145,212

Total Revenue March: \$2,249,701

Major Revenue Sources:

Building Permits	\$515,767
Local Option Rollback	\$327,209
Vehicle Taxes	\$247,254
Road Improvement Fees	\$223,510
Ad Valorem Taxes	\$198,890
1% Local Option Revenue	\$139,911

General Fund YTD Revenue by Source (Excludes Other Financing Sources)



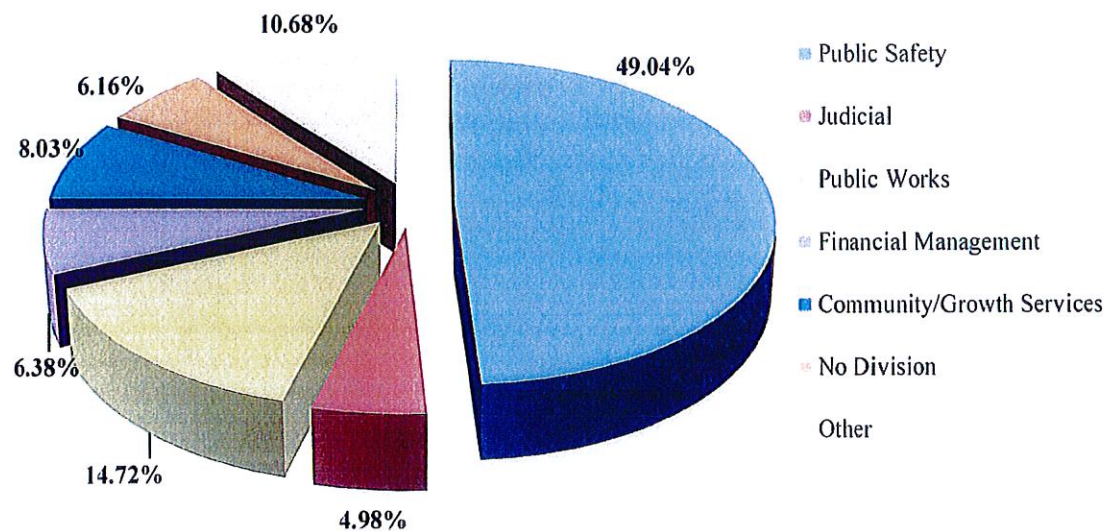
General Fund Expenditure Overview

Total Expenditures March: \$2,963,956

Major Expenditures:

Wages & Salaries	\$ 1,543,149
Fringe Benefits	\$ 575,122
Disposal Contract	\$99,938
Capital Equipment	\$86,344
Utilities	\$ 72,933
Maintenance Service Agreement	\$59,205

General Fund YTD Expenditures by Division



GENERAL FUND

CATEGORY	BUDGET	YTD	%
Revenues	43,603,985	37,715,771	86.50%
Expenditures	-44,182,656	-29,321,896	66.37%
Other Financing Source	9,203,052	535,422	5.82%
Other Financing Use	-8,624,381	-1,222,267	14.17%
Revenues Over (Under) Expenditures	0	7,707,030	

Fund Balance Estimates

Estimated Unassigned Fund Balance (GF): \$18,967,988 which is about 35.9% of the total GF budget.

Overall the GF expenditure budget reflects a remaining percentage of 33.6%. Revenue collections are within 86.5% of estimates.

	Current Year	Prior Year
Nonspendable	\$1,264,443	\$639,776
Restricted	\$444,243	\$483,685
Committed	-	-
Assigned	\$9,213,139	\$1,175,977
Unassigned	\$18,967,988	\$22,191,240
Fund Balance End of March	\$29,889,813	\$24,490,678

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.
3. Committed-self-imposed limitations (requires ordinance-highest level)
4. Assigned-intended use limitations
5. Unassigned

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:

Kimberly Hill
Budget Analyst
khill@lanastercountysc.net

Other Fund Overview-March 31, 2016

CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,498,000	1,526,904	101.93%
Expenditures	-1,498,000	-252,018	16.82%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	1,274,886	

COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD	%
Revenues	1,193,500	1,164,209	97.55%
Expenditures	-1,215,584	-620,434	51.04%
Other Financing Source	22,084	0	
Revenues Over (Under) Expenditures	0	543,775	

VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD	%
Revenues	86,605	48,270	55.74%
Expenditures	-86,605	-53,161	61.38%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-4,891	

E-911

CATEGORY	BUDGET	YTD	%
Revenues	727,550	252,518	34.71%
Expenditures	-671,459	-278,975	41.55%
Other Financing Use	-56,091	0	
Revenues Over (Under) Expenditures	0	-26,456	

COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD	%
Revenues	5,220,600	4,925,251	94.34%

Expenditures	-5,394,400	-1,109,497	20.57%
Other Financing Source	173,800	0	
Revenues Over (Under) Expenditures	0	3,815,754	

INDIAN LAND FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	495,000	524,717	106.00%
Expenditures	-522,574	-347,732	66.54%
Other Financing Source	27,574	0	
Other Financing Use	0	-2,344.00	
Revenues Over (Under) Expenditures	0	174,641	

LOCAL ACCOMODATIONS TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	30,000	44,037	146.79%
Expenditures	-30,000	-22,567	75.22%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	21,470	

DEBT SERVICE FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,859,931	1,785,212	95.98%
Expenditures	-1,859,931	-2,169,998	116.67%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-384,786	

CAPITAL PROJECT SALES TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	8,500,000	2,392,595	28.15%
Expenditures	-3,481,149	-26,513	0.76%
Other Financing Source	3,466,149	0	0.00%

Other Financing Use	-8,485,000	-11,016,814	129.84%
Revenues Over (Under) Expenditures	0	-8,650,732	

RECREATION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,387,503	975,708	70.32%
Expenditures	-2,447,396	-1,589,261	64.94%
Other Financing Source	1,059,893	1,059,893	
Revenues Over (Under) Expenditures	0	446,341	

AIRPORT FUND

CATEGORY	BUDGET*	YTD*	%
Revenues	191,059	94,950	49.70%
Expenditures	-255,345	-156,206	61.17%
Other Financing Source	64,286	64,286	
Revenues Over (Under) Expenditures	0	3,030	

*Does not include grants

PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	417,344	459,278	110.05%
Expenditures	-392,344	-282,897	72.10%
Other Financing Source	0	0	
Other Financing Use	-25,000	-33,078	132.31%
Revenues Over (Under) Expenditures	0	143,303	

DEVELOPMENT AGREEMENT FUND

CATEGORY	BUDGET	YTD
Revenues	418,349	1,592,000
Expenditures	-14,450	0
Other Financing Source	0	0
Other Financing Use	-403,899	0

Revenues Over (Under) Expenditures	0	1,592,000
Total Funds Due by Date FY2016: \$1,262,000*		

*In the month of December, there was a sale and an additional payment that would not have otherwise been due until next fiscal year was collected. Therefore the amount of revenue is more than what was expected this fiscal year.

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2015-2016

03/01/2016 TO 03/31/2016

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10 GENERAL FUND					
REVENUE:					
400 CURRENT PROPERTY TAXES	20,443,906.00	467,158.21	20,372,418.50	71,487.50	100
410 DELINQUENT PROPERTY TAXES	916,500.00	33,367.18	506,520.83	409,979.17	55
417 PROPERTY TAXES-STATE REIM	1,601,947.00	141,583.58	1,632,955.97	-31,008.97	102
418 PROPERTY TAXES-LOST REV	5,700,000.00	467,119.44	3,988,550.50	1,711,449.50	70
419 MULTI COUNTY PILOT	15,000.00	75.13	15,477.92	-477.92	103
422 OTHER TAXES	2,100,000.00	223,509.80	1,677,246.09	422,753.91	80
434 INTERGOVERNMENTAL- STATE	3,458,875.00	14,898.10	1,671,757.24	1,787,117.76	48
435 STATE AID TO LIBRARY	95,815.00	0.00	121,796.32	-25,981.32	127
436 INTERGOVERNMENTAL- LOCAL	897,930.00	53,170.81	666,503.35	231,426.65	74
439 OTHER GOVERNMENTAL REVENUE	0.00	0.00	7,063.81	-7,063.81	0
440 LICENSE- MISCELLANEOUS	0.00	0.00	4,177.00	-4,177.00	0
441 LICENSE- FRANCHISE	452,000.00	2,062.34	338,855.89	113,144.11	75
442 LIC & PERMITS- BLDG	2,968,200.00	553,233.00	2,918,506.00	49,694.00	98
444 LIC & PERMITS- PLANNING	24,100.00	4,055.00	35,020.00	-10,920.00	145
446 LIC & PERMITS- ROD	900,000.00	88,902.77	838,663.07	61,336.93	93
448 LIC & PERMITS- CORONER	2,000.00	200.00	1,520.00	480.00	76
450 CHGS. FOR SVCS.- PUBLIC W	111,400.00	10,164.01	67,887.62	43,512.38	61
455 CHGS. FOR SVCS.- FEES	272,500.00	8,358.62	212,634.56	59,865.44	78
456 CHGS. FOR SVCS.- COPIES	14,650.00	2,348.25	18,993.90	-4,343.90	130
457 CHGS. FOR SVCS.- OTHER	28,200.00	2,147.45	16,570.74	11,629.26	59
458 CHGS. FOR SVCS.- EMS	2,450,000.00	68,582.42	1,690,780.42	759,219.58	69
459 CHGS. FOR SVCS.- MISC	26,000.00	3,246.00	20,318.68	5,681.32	78
460 FINES & FEES-TEMP VEH TAG	3,000.00	175.00	1,445.00	1,555.00	48
461 FINES & FEES- COURTS	817,500.00	73,780.28	512,184.93	305,315.07	63
464 FINES & FEES- OTHER	10,000.00	900.00	7,300.00	2,700.00	73
465 FINES & FEES- OTHER	0.00	8,169.51	8,226.34	-8,226.34	0
466 FINES & FEES- OTHER	15,000.00	-860.00	8,154.00	6,846.00	54
467 FINES & FEES- OTHER	20,000.00	10,800.00	40,050.00	-20,050.00	200
468 FEES- BANK	68,250.00	6,308.65	52,065.53	16,184.47	76
470 CONTRIBUTION & DONATIONS	18,000.00	3,331.00	110,194.42	-92,194.42	612
471 LIBRARY DONATIONS	28,000.00	1,813.27	9,906.62	18,093.38	35
480 INTEREST INCOME	25,500.00	0.00	42,809.44	-17,309.44	168

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
490 OTHER INCOME	92,212.00	1,076.62	78,219.91	13,992.09	85
491 OTHER INCOME	26,000.00	0.00	20,809.64	5,190.36	80
495 OTHER INCOME	1,500.00	24.84	186.84	1,313.16	12
TOTAL REVENUE	43,603,985.00	2,249,701.28	37,715,771.08	5,888,213.92	86
EXPENDITURE:					
500 WAGES	19,754,606.00	1,543,149.07	13,793,240.56	5,961,365.44	70
510 FRINGE	7,826,460.25	575,123.93	5,463,313.55	2,363,146.70	70
520 OTHER PERSONNEL EXPENDITU	327,500.00	15,603.96	145,472.40	182,027.60	44
530 TRAVEL, TRAINING, & DUES	435,536.00	52,934.35	254,144.39	181,391.61	58
540 SUPPLIES	417,518.00	34,244.21	286,715.90	130,802.10	69
541 POSTAGE	460,898.00	29,541.57	300,976.06	159,921.94	65
542 CLOTHING	201,536.00	21,503.40	123,719.48	77,816.52	61
543 SUPPLIES- LAUNDRY	220,000.00	15,282.90	147,512.12	72,487.88	67
544 SUPPLIES- PUBLIC WORKS	522,000.00	36,086.10	402,429.68	119,570.32	77
545 SUPPLIES- CUSTODIAL	20,000.00	1,029.18	13,996.03	6,003.97	70
547 SUPPLIES- ANIMAL FOOD	3,000.00	0.00	824.88	2,175.12	27
548 SUPPLIES- HAND TOOLS	20,000.00	413.52	19,734.90	265.10	99
549 SUPPLIES- WELCOME CENTER	4,000.00	802.93	2,830.59	1,169.41	71
550 EQUIPMENT- NON CAPITAL	82,500.00	8,774.53	22,898.54	59,601.46	28
551 EQUIPMENT- GENERAL	562,777.00	46,728.35	369,674.10	193,102.90	66
560 CAPITAL EQUIPMENT	939,775.00	86,344.23	678,015.66	261,759.34	72
570 UTILITIES	1,027,640.00	72,932.94	757,353.66	270,286.34	74
571 UTILITIES- TELEPHONE	510,790.00	26,899.66	357,679.88	153,110.12	70
580 RENT	7,500.00	0.00	4,770.00	2,730.00	64
581 RENT- BUILDING	78,766.00	6,325.00	59,350.00	19,416.00	75
582 RENT- EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0
590 MAINTENANCE	1,748,100.00	24,835.48	889,290.04	858,809.96	51
591 MAINTENANCE- GENERAL	66,500.00	4,211.85	46,685.35	19,814.65	70
593 MAINTENANCE-SVC AGREEMENT	626,500.00	59,205.48	442,841.28	183,658.72	71
594 MAINTENANCE- BLDG	172,000.00	3,110.15	159,078.62	12,921.38	92
600 CONTRACTUAL SERVICES	2,000,419.00	45,107.94	1,176,998.73	823,420.27	59
604 PS-MEDICAL & PROFESSIONAL	662,151.00	49,430.88	450,732.26	211,418.74	68
605 CS- PRINTING	367,180.00	7,322.44	291,857.58	75,322.42	79
608 SC DEPT OF CORRECTIONS	25,000.00	1,200.00	10,935.00	14,065.00	44
612 CS-DISPOSAL CONTRACT	1,300,000.00	99,938.18	895,685.78	404,314.22	69
613 DEMOLITION EXPENSE	50,000.00	0.00	28,530.00	21,470.00	57
620 DIRECT ASSISTANCE	13,041.00	0.00	13,040.77	0.23	100
625 DIRECT ASSISTANCE	977,033.00	38,657.91	746,922.40	230,110.60	76

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
650 INSURANCE	974,059.00	0.00	949,493.24	24,565.76	97
670 ADVERTISING	92,700.00	3,747.31	58,554.08	34,145.92	63
680 FEE REIMBURSEMENT	600.00	50.00	50.00	550.00	8
690 SPECIAL PROJECTS	487,381.00	11,736.12	273,011.52	214,369.48	56
691 SP- PROMOTIONS	56,000.00	3,494.40	41,109.29	14,890.71	73
750 EQUIPMENT LEASE	146,000.00	13,165.77	87,968.14	58,031.86	60
760 GRANTS MATCH	338,000.00	16,595.37	49,064.50	288,935.50	15
771 DS- LEASE PURCHASE	437,732.00	0.00	396,578.94	41,153.06	91
780 MISCELLANEOUS	50,000.00	4,185.00	25,895.00	24,105.00	52
781 MISCELLANEOUS	160,888.00	3,530.81	38,845.33	122,042.67	24
782 OVER/SHORT	570.00	-59.96	-816.86	1,386.86	-143
783 DRUG FORFEITURE	0.00	180.00	2,210.85	-2,210.85	0
786 DONATIONS	3,000.00	592.80	21,765.90	-18,765.90	726
TOTAL EXPENDITURE	44,182,656.25	2,963,957.76	30,300,980.12	13,881,676.13	69
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-578,671.25</u>	<u>-714,256.48</u>	<u>7,414,790.96</u>		<u>-1,281</u>
OTHER FINANCING SOURCE:					
801 TRANSFER IN	35,422.00	0.00	35,422.00	0.00	100
810 OFS FUND BALANCE	9,167,630.00	0.00	0.00	9,167,630.00	0
820 SALE OF CAPITAL ASSETS	0.00	0.00	500,000.00	-500,000.00	0
TOTAL OTHER FINANCING SOURCE	9,203,052.00	0.00	535,422.00	8,667,630.00	6
OTHER FINANCING USE:					
950 TRANSFERS	8,624,380.75	1,124,179.00	1,222,266.75	7,402,114.00	14
TOTAL OTHER FINANCING USE	8,624,380.75	1,124,179.00	1,222,266.75	7,402,114.00	14
DEFICIENCY OF REVENUE AFTER	<u>0.00</u>	<u>-1,838,435.48</u>	<u>6,727,946.21</u>		<u>0</u>

FY 2015-2016

COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT
CURRENT PERIOD: 03/01/2016 TO 03/31/2016

IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>CURRENT</u>	<u>YEAR TO DATE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
005 Department: 005 NON-DEPARTMENTAL	1,484,909.00	50,133.21	1,256,258.27	0.00	228,650.73	15.00
007 Department: 007 CNTY ECONOMIC DEV. DEPT.	318,810.25	17,759.78	83,823.09	41,326.00	193,661.16	61.00
011 Department: 011 COUNTY COUNCIL	8,592,463.00	12,807.89	610,143.77	0.00	7,982,319.23	93.00
012 Department: 012 COUNCIL TRANSFERS	1,124,179.00	1,124,179.00	1,124,179.00	0.00	0.00	0.00
014 Department: 014 DIRECT ASSISTANCE	844,124.00	2,171.91	614,013.17	0.00	230,110.83	27.00
021 Department: 021 ADMINISTRATOR	517,082.00	40,760.16	323,629.82	5,511.78	187,940.40	36.00
022 Department: 022 LEGAL TEAM	290,518.00	16,467.65	157,283.29	0.00	133,234.71	46.00
023 Department: 023 FINANCE	645,007.88	45,866.16	439,112.24	4,789.20	201,106.44	31.00
024 Department: 024 HUMAN RESOURCES	207,030.10	18,155.73	143,326.24	0.00	63,703.86	31.00
025 Department: 025 RISK MANAGEMENT	98,921.00	10,724.40	64,608.96	0.00	34,312.04	35.00
026 Department: 026 MIS	909,511.00	33,654.35	582,689.40	48,124.69	278,696.91	31.00
027 Department: 027 GIS	141,354.00	13,178.81	87,167.06	0.00	54,186.94	38.00
029 Department: 029 ZONING	382,866.00	22,168.26	230,405.07	38,886.17	113,574.76	30.00
031 Department: 031 BUILDING	948,920.00	58,720.73	535,328.41	0.00	413,591.59	44.00
032 Department: 032 PLANNING	550,636.20	36,562.33	356,998.84	33,978.54	159,658.82	29.00
035 Department: 035 ECONOMIC DEVELOPMENT	98,087.75	0.00	98,087.75	0.00	0.00	0.00
041 Department: 041 ASSESSOR	876,607.00	56,803.24	545,118.35	0.00	331,488.65	38.00
043 Department: 043 AUDITOR	379,711.68	28,465.45	272,808.46	708.50	106,194.72	28.00
044 Department: 044 TREASURER	378,158.00	25,615.10	272,993.77	0.00	105,164.23	28.00
045 Department: 045 DELINQUENT TAX	316,500.00	14,935.73	201,630.02	0.00	114,869.98	36.00
051 Department: 051 REGISTRATION & ELECT	312,716.00	86,474.99	225,450.79	0.00	87,265.21	28.00
060 Department: 060 REGISTER OF DEEDS	337,793.50	21,732.52	217,864.16	9,764.50	110,164.84	33.00
061 Department: 061 CIRCUIT COURT	82,607.00	5,340.17	40,273.58	0.00	42,333.42	51.00
063 Department: 063 CLERK OF COURT	469,479.99	38,354.64	336,290.77	0.00	133,189.22	28.00
064 Department: 064 FAMILY COURT	359,188.53	23,292.91	247,771.12	0.00	111,417.41	31.00
068 Department: 068 CORONER	417,684.72	38,299.47	319,573.61	0.00	98,111.11	23.00
069 Department: 069 PROBATE COURT	444,715.64	30,466.57	282,153.25	0.00	162,562.39	37.00
070 Department: 070 MAG-COUNTYWIDE	852,346.00	58,673.90	613,745.93	0.00	238,600.07	28.00
110 Department: 110 SHERIFF	7,804,122.32	504,622.11	5,178,856.25	72,393.26	2,552,872.81	33.00
111 Department: 111 SHER:DRUG ASSET FORF	0.00	180.00	2,210.85	0.00	-2,210.85	0.00
117 Department: 117 SHERIFF DPT- TOWN OF KERS	493,760.65	40,309.21	356,533.87	1,546.80	135,679.98	27.00
120 Department: 120 DETENTION CENTER	2,030,899.00	146,294.72	1,394,122.70	875.00	635,901.30	31.00
121 Department: 121 SCHOOL RESOURCE OFFICERS	113,152.00	8,838.30	96,504.78	0.00	16,647.22	15.00

FY 2015-2016

COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT
CURRENT PERIOD: 03/01/2016 TO 03/31/2016

IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>CURRENT</u>	<u>YEAR TO DATE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
130 Department: 130 COMMUNICATIONS	1,591,379.00	140,663.84	1,109,587.66	10,223.92	471,567.42	30.00
140 Department: 140 EMERGENCY MANAGEMENT	363,258.00	24,452.89	204,925.15	8,852.00	149,480.85	41.00
141 Department: 141 FIRE SERVICE	1,272,325.00	95,610.09	822,520.69	131,088.81	318,715.50	25.00
142 Department: 142 Town of KERSHAW- FIRE	140,996.00	16,101.04	100,893.93	0.00	40,102.07	28.00
144 Department: 144 LANC. COUNTY FIREFIGHTERS	987,692.00	83,949.40	636,200.11	2,756.18	348,735.71	35.00
153 Department: 153 LANCASTER EMS	6,345,931.00	527,370.55	4,556,874.77	56,531.17	1,732,525.06	27.00
202 Department: 202 ROADS & BRIDGES	2,483,581.00	154,684.15	1,588,039.31	190,497.92	705,043.77	28.00
210 Department: 210 FLEET OPERATIONS	542,564.00	33,748.56	336,589.13	10,812.19	195,162.68	36.00
251 Department: 251 BUILDING MAINTENANCE	1,473,895.00	90,675.38	987,685.51	30,348.26	455,861.23	31.00
310 Department: 310 LANDFILL-SOLID WASTE	56,852.46	5,646.52	28,489.79	2,500.00	25,862.67	45.00
312 Department: 312 SOLID WASTE COLLECT	2,879,759.00	149,548.62	1,556,503.89	222,292.27	1,100,962.84	38.00
318 Department: 318 ANIMAL SHELTER	156,218.92	12,824.91	115,969.38	0.00	40,249.54	26.00
330 Department: 330 HEALTH SERVICES	82,600.00	6,378.07	61,024.58	0.00	21,575.42	26.00
601 Department: 601 DEPT. OF SOCIAL SERVICES	64,210.00	4,989.37	42,959.24	0.00	21,250.76	33.00
602 Department: 602 D.S.S. FAMILY INDEP	58,330.00	6,246.10	43,856.02	0.00	14,473.98	25.00
610 Department: 610 VETERANS AFFAIRS	161,561.41	13,087.96	122,502.95	0.00	39,058.46	24.00
840 Department: 840 LIBRARY	1,159,867.00	90,149.91	799,582.72	0.00	360,284.28	31.00
999 Department: 999 LEASE	162,156.00	0.00	121,003.75	0.00	41,152.25	25.00
Report Totals Net	52,807,037.00	4,088,136.76	30,546,165.22	923,807.16	21,337,064.62	40.00

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	April 2016 Administration Committee

Issue for Consideration:

The Catawba Regional Council of Governments has requested that we once again serve as the lead entity for the annual Council of Governments Planning Grant.

Points to Consider:

We have served for many years.

Funding and Liability Factors:

We serve as the lead entity and there is no local funding match.

Council Options:

Approve the annual request or reject the request.

Staff Recommendation:

I recommend that we once again serve as the lead entity for the Council of Governments.

Committee Recommendation:

To be determined.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	April 25, 2016

Issue for Consideration:

Update letter to Commerce for Air-Rail Park certification.

Points to Consider:

As part of the SC Park Certification program we must list a firm selling price for acreage in the park.

The prior letter, approved by Council, is attached as information.

I checked with Assessor Brad Carnes and neither he nor I know of any reason to amend the stated price.

If we renew at the current price it would remain in effect for two (2) years.

We would remove the Fancy Pokkets parcel number found in the Reference section of the letter.

Funding and Liability Factors:

N/A.

Council Options:

Continue at the same price or establish a new stated price.

Staff Recommendation:

Continue at the current stated price.

Committee Recommendation:

This has not gone to the Admin Committee as Commerce is requesting this as the current letter has expired. If Council is comfortable simply continuing the same price then a motion to proceed is requested. If not, the matter can be remanded to Committee but we have no additional information to present.



Lancaster County

P.O. Box 1809
101 N. Main St.
Lancaster, SC 29721

Telephone:
803-285-1565

June 25, 2013

Jennifer DeCesare
South Carolina Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

Re: Lancaster County Assessor Parcel # 0083-00-007.01
Lancaster County Assessor Parcel # 0066-00-040.00
Commonly Referred to as the Lancaster County Air Rail Park

Please be advised that the undersigned is willing to sell the above identified property. Sales price to be \$20,000 per gross acre and subject to approval by the Lancaster County Council and in accordance with state and local regulations. The price is good from the above date for the next 2 years.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Willis".

Steve Willis,
County Administrator

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	April 25, 2016

Issue for Consideration:

Serving as fiscal agent for a Solicitor's Office Drug Court program grant.

Points to Consider:

This would be a grant for the operation of an Adult Drug Court in the Solicitor's Office. The Juvenile Drug Court will move under the Solicitor from the Clerk of Court as part of the upcoming budget.

The Solicitor's Office will handle grant writing and administration.

Lancaster County would serve as the fiscal agent for the grant. This position would serve only Lancaster County and not the entire Sixth Circuit.

Due to a murder trial, Solicitor Newman was not able to send material for the package. He will have that for Monday evening.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject our serving as fiscal agent for this grant.

Staff Recommendation:

Approve serving as fiscal agent.

Committee Recommendation:

Due to a tight time constraint for the application this has not gone through the Public Safety Committee.



April 6, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WPDE (SD & HD), WPDE D2, WACH (SD & HD), WACH D2, WCIV (SD & HD), WCIV D2 (SD & HD), WCIV D3, WTAT (SD & HD), WTAT D2, WTGS (SD & HD), WSOC (SD & HD), WSOC D2, WAXN (SD & HD), WAXN D2, WBTW (SD & HD), WBTW D2, WCBF (SD & HD), WCBF D2 (SD & HD), WSAV (SD & HD), WSAV D2, Azteca America, YouToo, RFD HD, Pivot, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), DW Amerika, Outdoor Channel (SD & HD), Al Jazeera (SD & HD).

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

A free preview of STARZ will be provided to all TV customers with a Digital Set-Top Box April 8-10, and may contain PG, PG-13, TV-14, TV-MA and R rated programs. To block this preview and for Parental Control information, visit twc.com or call 1-800-TWCABLE. Restrictions may apply.

On or after April 7th, WMYT D3 SonLife Broadcasting will be replaced by WMYT D2 Buzzr on Channel 1265 in Cheraw.

On or after May 25th, Tennis Channel (SD & HD) will be made available with Variety Pass/Preferred TV in addition to Sports Pass.

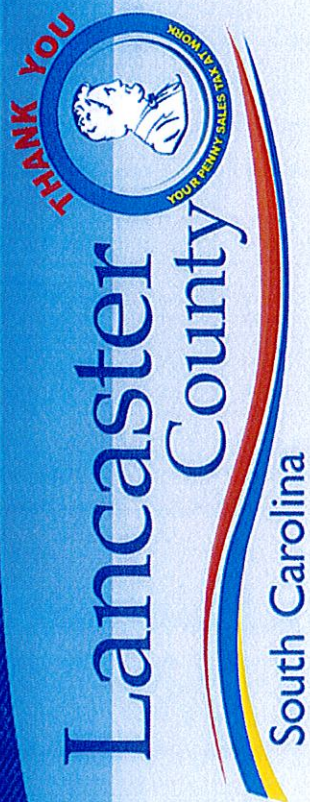
The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

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

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

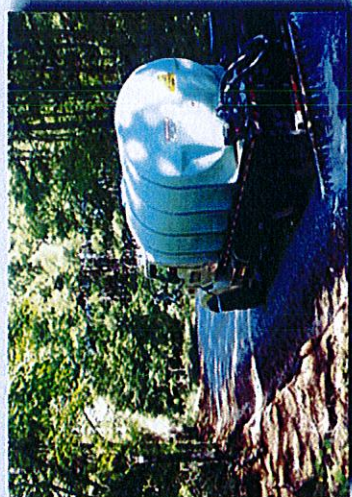
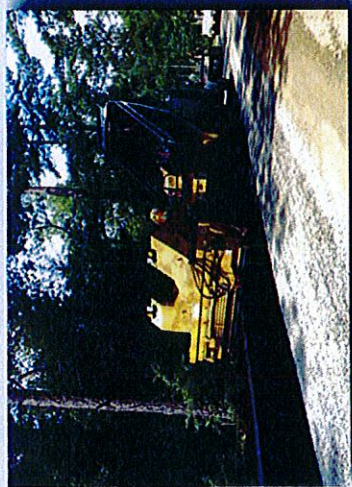
Sincerely,

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



Lancaster Road Program

As of March 31, 2016



County CTC

COST	ROADS	WORK COMPLETED
\$79,765.00	<ul style="list-style-type: none"> Misc. Dirt Roads Throughout County 	Calcium Chloride
\$698,789.00	<ul style="list-style-type: none"> Fletcher Funderburk Road Legend Road Robert Allen Road Beam Lane Airport Parking Lots 	Reclamation and Paving

SCDOT CTC

COST	ROADS	WORK COMPLETED
\$1,057,977	<ul style="list-style-type: none"> Aviation Boulevard Cedar Terrace Drive N. Ingram Street Mosteller Drive Drive Avant Drive N. Park Road 	Reclamation and Paving

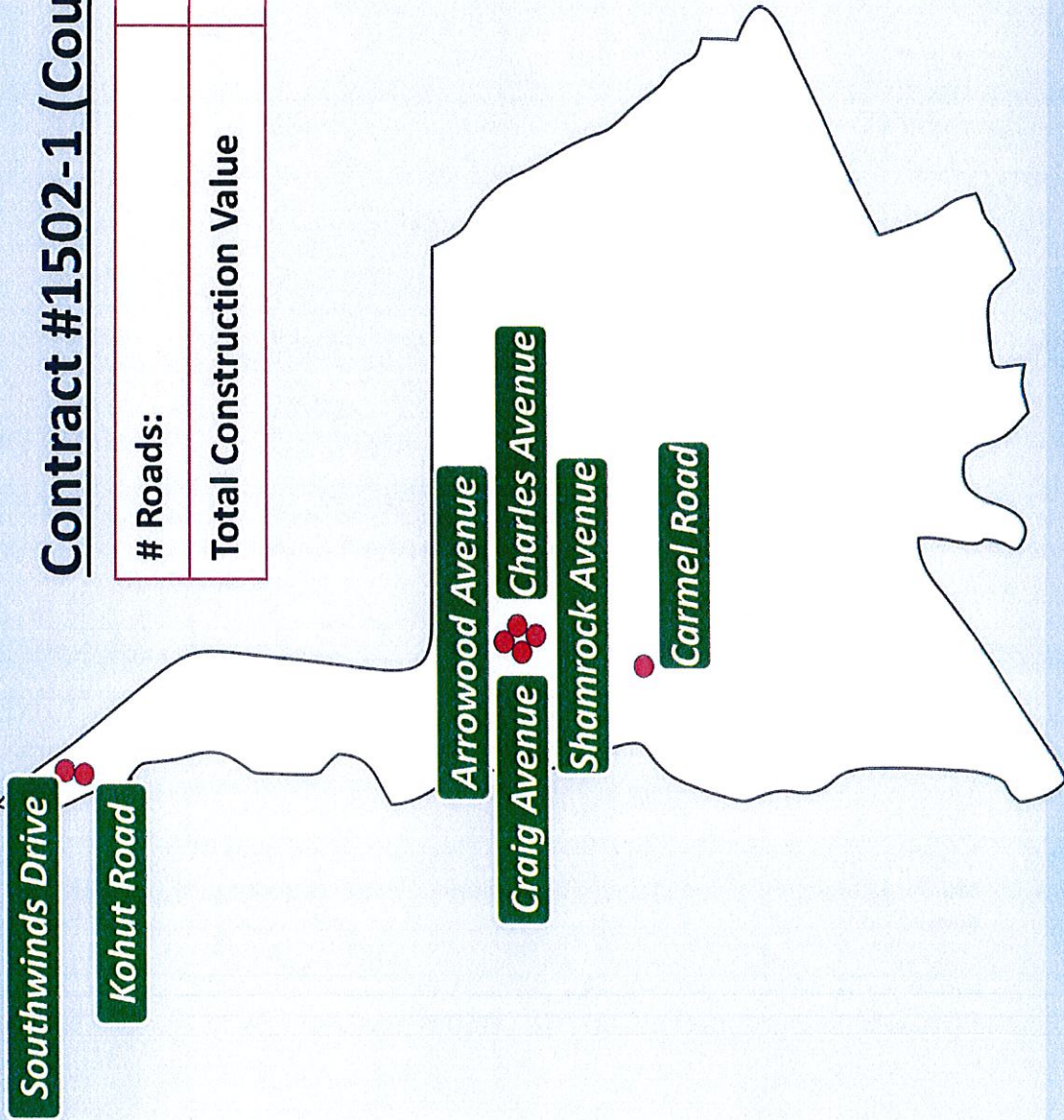
Lancaster Sales Tax #1

COST	ROADS	WORK COMPLETED
\$73,878	• Southwinds Drive	Pipework

Lancaster Sales Tax #2

COST	ROADS	WORK COMPLETED
\$598,156	• Henry Harris Road	Reclamation and Paving

2016 Projected Expenditures Under Contract



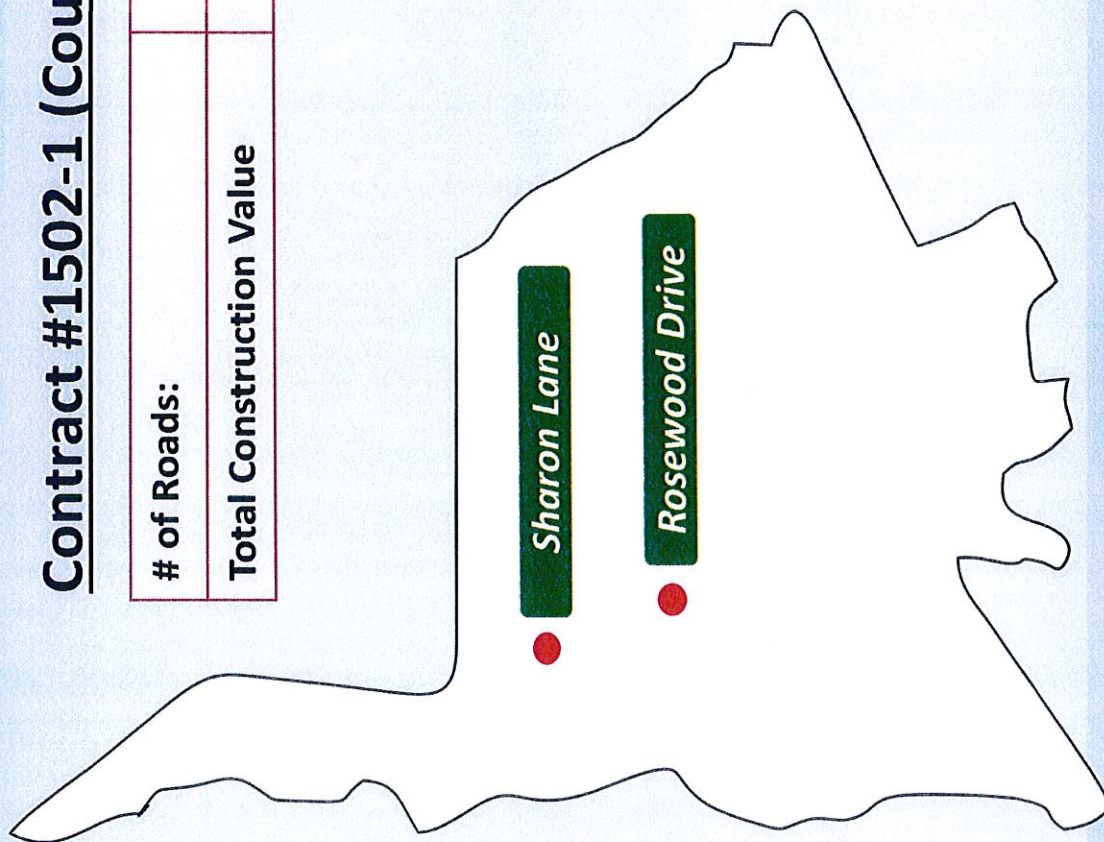
Contract #1502-1 (County Sales Tax)

# Roads:	7
Total Construction Value	\$1,328,957

2016 Projected Expenditures Under Contract

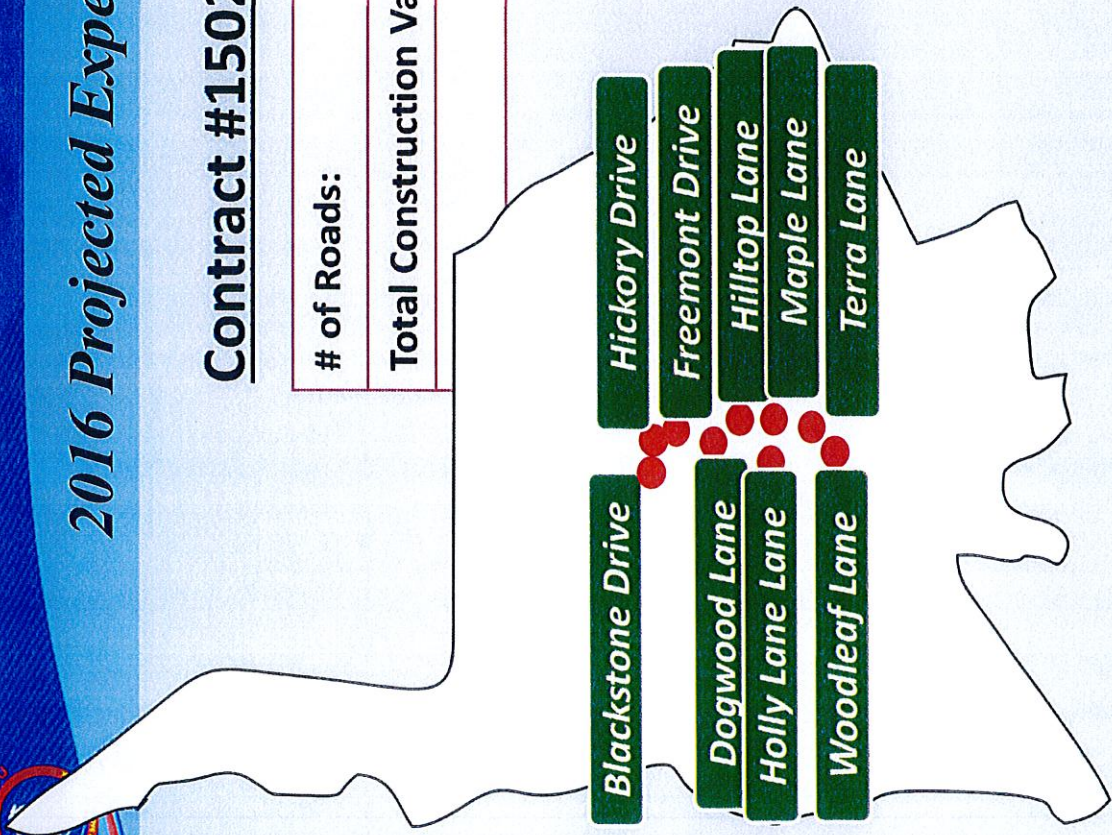
Contract #1502-1 (County CTC)

# of Roads:	2
Total Construction Value	\$125,075



Contract #1502-1 (SCDOT CTC)

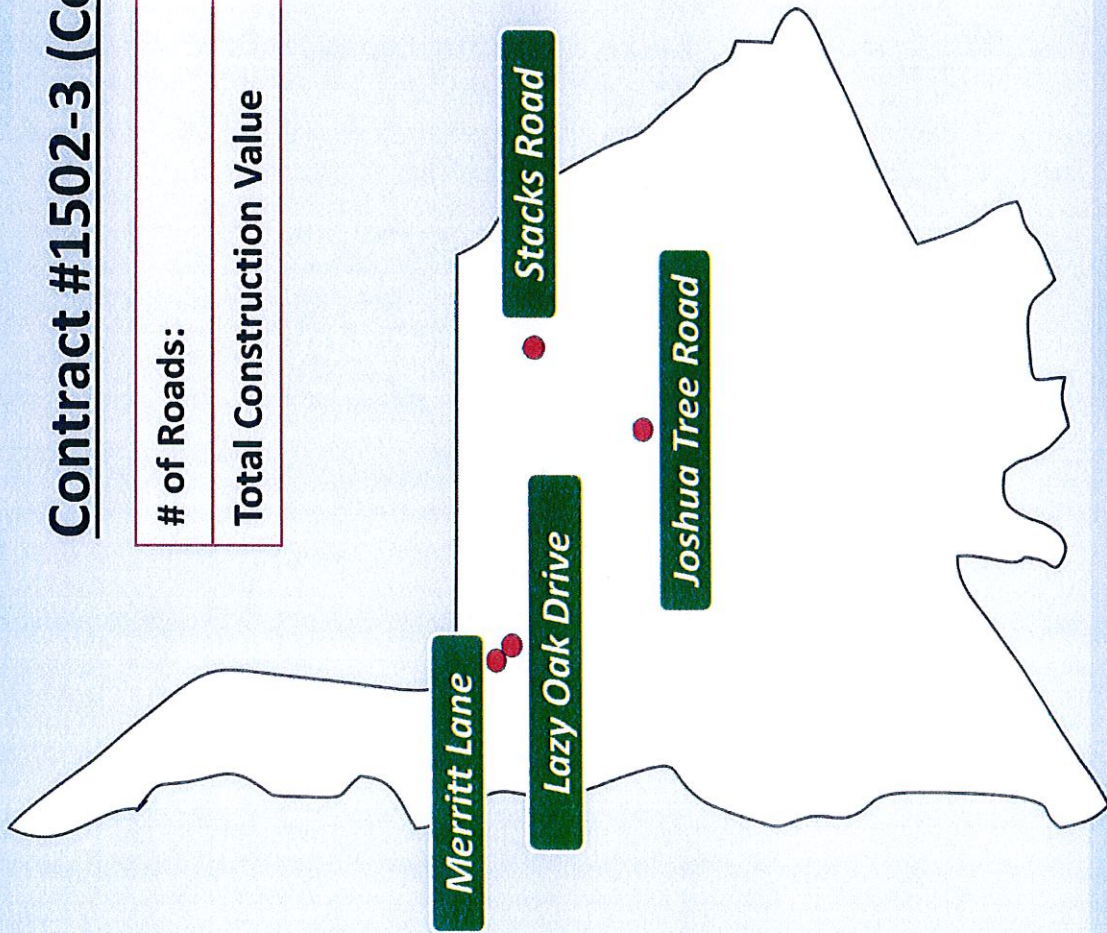
# of Roads:	9
Total Construction Value	\$359,314



2016 Projected Expenditures Under Contract

Contract #1502-3 (County Sales Tax)

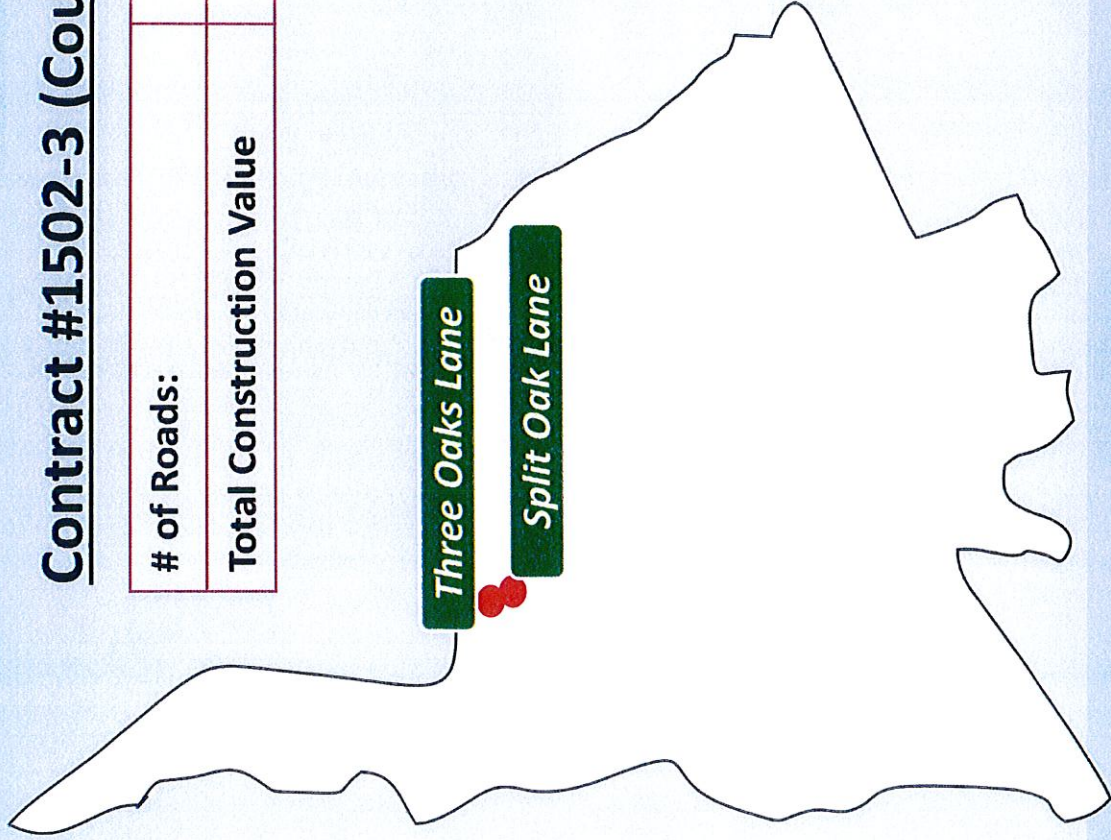
# of Roads:	4
Total Construction Value	\$1,731,296



2016 Projected Expenditures Under Contract

Contract #1502-3 (County CTC)

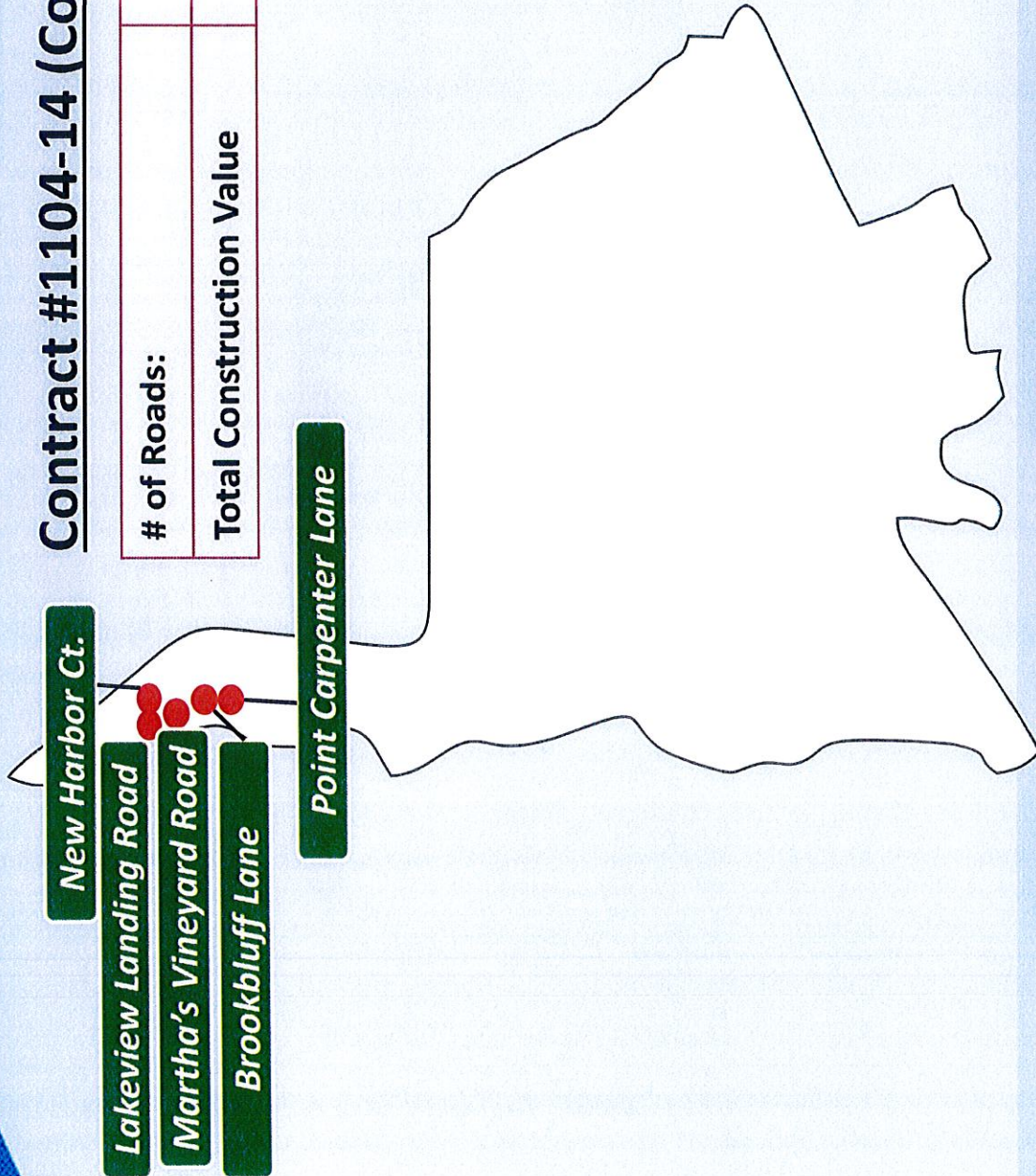
# of Roads:	2
Total Construction Value	\$41,615



2016 Projected Expenditures Under Contract

Contract #1104-14 (County CTC)

# of Roads:	5
Total Construction Value	\$387,697



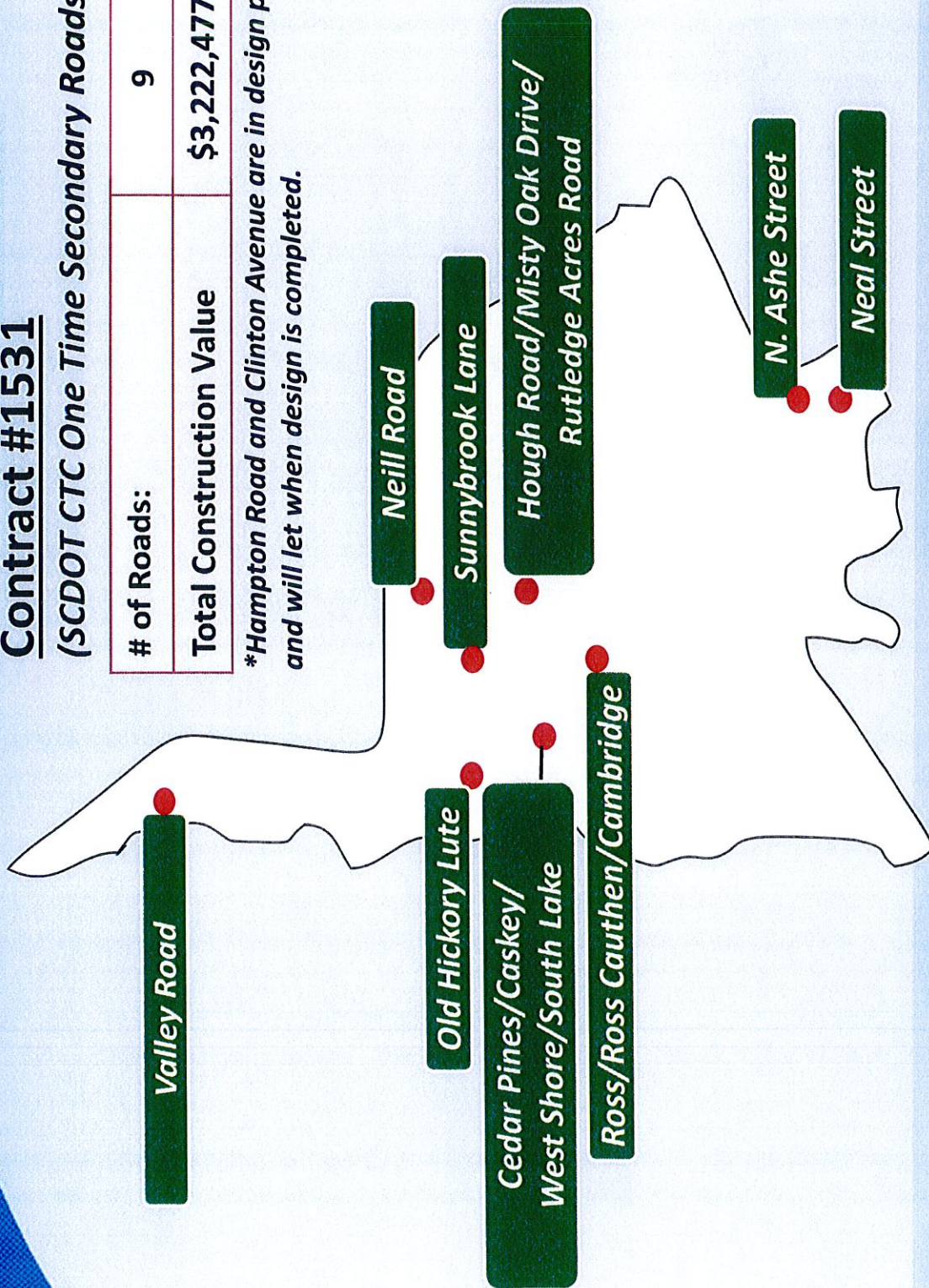
2016 Projected Expenditures Under Contract

Contract #1531

*(SCDOT CTC One Time Secondary Roads Money)**

# of Roads:	9
Total Construction Value	\$3,222,477

**Hampton Road and Clinton Avenue are in design phase and will let when design is completed.*



Summary of Projected Expenditures Under Contract

Source	Project #	Projected Expenditures	Expenditures to date 3-31-2016
County Sales Tax	1502-1	\$1,328,957	\$373,878
County Sales Tax	1502-3	\$1,731,296	
County Sales Tax	1502-2	\$650,000	\$598,423
	TOTAL SALES TAX	\$3,710,253	\$972,301
County CTC	1502-1	\$125,075	\$40,772
County CTC	1502-3	\$41,615	
County CTC	1104-14	\$387,697	\$123,050
County CTC	1502-2	\$182,000	\$180,534
	TOTAL COUNTY CTC	\$736,387	\$344,356
SCDOT CTC	1502-1	\$359,314	\$77,255
SCDOT CTC One Time Secondary Roads Money	1531	\$3,222,477	
	TOTAL SCDOT	\$3,581,791	\$77,255
	TOTALS	\$8,028,431	\$1,393,912

Memorandum

TO: Lancaster County Council Members

FROM: Debbie Hardin, Clerk to Council

cc: Steve Willis, County Administrator
John Weaver, County Attorney

DATE: April 19, 2016

RE: Follow up regarding Agenda Item 8a of the April 11, 2016 Council Meeting

At the last Council Meeting, the possible donation of land to the Lancaster County School District; parcel 0058-00-008.00 (Agenda Item 8a) was discussed and a question was raised about the acquisition of land from the School District for the current site of the Heath Springs Senior Center.

Please see attached the response to that question and other information regarding the potential donation of property provided by Mr. Willis.

This topic will come back to Council for Ordinance Readings.

Thank you

Additional Information Regarding Potential Donation of Property

Disposal of surplus real property is governed by County Code 2-289 which reads:

Sec. 2-289. - Disposal of real property.

- (a) Surplus real property is property owned by the county and declared surplus by the county council. The county administrator may make recommendations to the county council. Disposal of property declared surplus by the county council shall be disposed of in accordance with this section.
- (b) All surplus real property must be appraised to determine its fair market value.
- (c) The sale of any surplus real property must be approved by county council by passage of an ordinance and with a public hearing held prior to final approval of the ordinance.
- (d) County council shall determine the method of disposal of the surplus real property in the ordinance authorizing the sale of the property.

(Ord. No. 1076, § 1, 12-13-10)

Nothing in the code section requires an appraisal or valuation of the parcel and the disposal is purely at the discretion of Council, subject of course to the passage of an ordinance and conducting a public hearing. There is an appraisal requirement for the purchase of real property as found in section 2-296 which requires an appraisal completed by an MAI certified appraiser.

As information the Assessor's Office has the parcel at Buford School valued at \$6,300 on the no-line tax database. (parcel # 0058-00-008.00).

I researched the acquisition of land from the School District for the current site of the Heath Springs Senior Center. This happened back in 2004 and the records indicate that County Council paid the School District \$19,500 for the land. I can't speak as to why money exchanged hands back then but my contention for this situation is that both the County Council and School Board answer to the taxpayers so the land is publicly owned. Any charge for the land is simply taking the money out of one taxpayer pocket and putting it in another. The difference now is this would help relieve a public safety project and in the Heath Springs case, there was grant funds available for the land and building (Community Development Block Grant).

A copy of the tax data for the Buford parcel and the deed for the Heath Springs parcel are attached as information.

LANCASTER COUNTY ASSESSORS OFFICE

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Owner and Parcel Information

Owner Name	LANCASTER COUNTY	Today's Date	April 14, 2016
Mailing Address	PO BOX 1809	Parcel Number	0058-00-008.00 (Account#:4981)
	LANCASTER, SC 29721-0000	Millage Group	County (01)
Location Address	HWY 522	Plat Book / Page	/ 0000
		Lot # / Block #	/
Property Usage	Exempt (EX)	Land Size	0.42 AC
Homestead	No	Parcel Map	Show Parcel Map
Legal Description	OLD HEALTH DEPT. SITE		

Value Information

Year	Land Value	Building Value	Yard Item Value	Total Market Value	Ag Credit	Taxable Land Value	Total Taxable Value	Capped Taxable Value	Total Assessment
2015	\$ 6,300	\$ 0	\$ 0	\$ 6,300	\$ 0	\$ 6,300	\$ 6,300	NA	0
2014	\$ 6,300	\$ 0	\$ 0	\$ 6,300	\$ 0	\$ 6,300	\$ 6,300	NA	0
2013	\$ 6,300	\$ 0	\$ 0	\$ 6,300	\$ 0	\$ 6,300	\$ 6,300	NA	0
2012	\$ 6,300	\$ 0	\$ 0	\$ 6,300	\$ 0	\$ 6,300	\$ 6,300	NA	0
2011	\$ 6,300	\$ 0	\$ 0	\$ 6,300	\$ 0	\$ 6,300	\$ 6,300	NA	0

Land Information

Land Use	Land Code	Number Units	Unit Type	Land Type	Frontage	Depth	Notes
Exempt (EX)	9	0.42	AC	P			

Building Information

Style	Gross Sq Ft	Finished Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built	Photo
NULL	0	0	00			1938	1938	NA
Foundation	Roof Type	Roof Coverage	Flooring Type	Heating Type	Bathrooms	Grade	Number Fire Pl	Sketch
00					0.0		0	NA

Miscellaneous Information

Building Type	Quantity	Units	Year Built
No miscellaneous information available for this parcel.			

Sales Information

OR Book / Page	Sale Date	Sale Price	Instrument	Qualification	Vacant / Improved	Grantor	Grantee
/0000	1900-01-01	\$ 0		()	Vacant		

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The Lancaster County Tax 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. All assessment information is subject to change before the next certified tax roll. Website Updated: April 10, 2016

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When recorded return to:

William C. Tindal, Esquire
Bell, Tindal & Freeland, P.A.
312 North Main Street
Lancaster, SC 29720

0001736 Bk: 00238 Pg: 00308

FILED, RECORDED, INDEXED
06/03/2004 11:51AM
Rec Fee: 10.00 St Fees: 0.00
Co Fee: 0.00 Pages: 4
Register of Deeds
LANCASTER COUNTY, SC

[Space Above This Line For Recording Data]

STATE OF SOUTH CAROLINA,)
COUNTY OF LANCASTER.) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT THE LANCASTER COUNTY SCHOOL DISTRICT hereinafter referred to as grantor for and in consideration of the sum of Nineteen Thousand Five Hundred and No/100 (\$19,500.00) Dollars to grantor paid by **LANCASTER COUNTY**, a political subdivision of the State of South Carolina hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, all of grantor's right, title and interest in and to the following described property, to wit:

"ALL that certain piece, parcel or lot of land, with buildings and improvements thereon, lying, being and situate in the Town of Heath Springs, Lancaster County, South Carolina, on the north side of U.S. Highway 521, containing one and forty-two hundredths (1.42) acres, more or less, and being shown, described and designated as "Part of Tract D" on plat of survey made by Wm. Charles Hendley Jr. Land Surveying, dated December 21, 2003, entitled "BOUNDARY SURVEY FOR LANCASTER COUNTY" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2004, page 271. Reference to said plat is craved for a more minute description."

DERIVATION: Being a portion of the property conveyed to the Trustees of School District #38 by deed of James M. Heath and Leroy Springs, recorded August 3, 1905, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book O-2, page 186.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

The Address of the Grantee is:

ASSESSOR'S OFFICE
Received 6-7-2004
Tax Map Code 133P-C-15.00
Or Portion Of _____

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And the Grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs and Assigns, against Grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 2nd day of June, 2004, and in the Two Hundred Twenty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE LANCASTER COUNTY SCHOOL DISTRICT
(SEAL)

Michelle S. Craft
Patricia K. Burns

BY: *Patricia K. Burns*
Patricia K. Burns, its Superintendent

BY: *Robert K. Folks*
Robert K. Folks, its Chairman

RECORDED THIS 3rd DAY

OF June, 2004

IN BOOK 0 PAGE L-1

Cheryl H. Morgan SM
Auditor, Lancaster County, S. C.

STATE OF SOUTH CAROLINA,)
)
COUNTY OF LANCASTER.)

I, the undersigned notary public, do hereby certify that the above Patricia K. Burns as Superintendent and Robert K. Folks, as Chairman, of The Lancaster County School District, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 2nd day of June, 2004.


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 4/7/2007

STATE OF SOUTH CAROLINA,)
)
COUNTY OF LANCASTER.)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Property located at US Highway 521, Heath Springs, bearing Lancaster County Tax Map Number 0133P-0C-13.00, was transferred by The Lancaster County School District to Lancaster County, a body politic on June 3, 2004.

The above transaction is exempt from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et.seq. because the deed is: A CONVEYANCE FROM A POLITICAL SUBDIVISION TO A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA

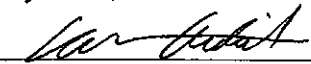
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Chairman of Lancaster County Council.

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Rudy Carter
Chairman, Lancaster County Council

SWORN to before me this 3d
day of June, 2004.



Notary Public for South Carolina
My Commission Expires: 5.3.12

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player, Director

Department: Lancaster County Emergency Management

Date Requested to be on Agenda: Public Safety Committee April 12, 2016 Meeting

Issue for Consideration: Acceptance of the FEMA awarded Pre-Disaster Mitigation (PDM) Program Grant Award. This award allows funding to provide in house labor costs (including overtime) necessary for the update of the Lancaster County Pre-Disaster Mitigation Plan. The plan serves the county and all included municipalities (3).

Points to Consider: The PDM is a plan accepted and approved by FEMA based on five year cycles.

- An approved plan must be in place in order for the county to apply for mitigation grants should a disaster be declared.
- The plan must be updated and approved by FEMA prior to the current plan's 5 year anniversary date.
- Costs of necessary labor to set up, attend and conduct meeting; research needs and projects; and to actually write the updated plan will be covered.
- Any match is made by existing Emergency Management Agency salaries and EOC expenses. No new monies would be needed to fund the match.
- Failure to update the plan could result in the county having no plan in force when and/or if a natural or man-made disaster should strike and thereby not have access to FEMA funding for Public Assistance.

Funding and Liability Factors: The grant award provides funding and existing salaries and expenses already paid by Lancaster County as part of the ordinary budget will provide the necessary match (25%). The only liability is should the plan not be completed and approved in the necessary time frame.

Council Options: Accept the grant award or council can reject the grant award.

Recommendation: Staff recommends acceptance of the award.

Attachments: See attached SCEMD Award Notification; FEMA Award Letter; Recipient-Sub-recipient PDM Grant Agreement.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

March 9, 2016

Mr. Darren C. Player, Deputy Director
Lancaster County Emergency Management Agency
Post Office Box 1809
Lancaster, South Carolina 29721

RE: PDMC-PL-04-SC-2015-007 Lancaster County Hazard Mitigation Plan Update

Dear Mr. Player:

We are pleased to notify you that the application referenced above has been awarded by the Federal Emergency Management Agency for the Pre-Disaster Mitigation (PDM) program. Please review the enclosed State-Local Pre-Disaster Mitigation Program Grant Agreement and return both signed copies to SCEMD. This agreement outlines the grant requirements and regulations for the subrecipient. A copy of the FEMA approval letter with programmatic conditions is also enclosed. The mitigation specialist that will administer these grants for SCEMD is Charlotte Foster, who can be reached at: (803) 737-8592, cfoster@emd.sc.gov. Please note that the period of performance for this grant is from May 29, 2014 through October 31, 2018.

If you have any questions regarding this award or the Agreement, please contact Charlotte Foster at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson
Director

KS/cf
Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570



U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

February 25, 2016

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Robert Burton
State Hazard Mitigation Officer

Reference: Pre-Disaster Mitigation-Competitive (PDMC)
Project Approval: PDMC-PL-04-SC-2015-007
Lancaster County

Dear Mr. Stenson:

It is my pleasure to confirm that the following planning project sub-award has been approved through the PDMC grant program pursuant to the Congressional appropriations for Fiscal Year (FY) 2015.

PDMC Planning Sub-award number and Sub-award Title	Federal Share	Non-Federal Share	Total Project Cost
PDMC-PL-04-SC-2015-007: Lancaster County Hazard Mitigation Plan Update	\$18,732	\$6,244	\$24,976

The Scope of Work (SOW) and Budget submitted by the State for this PDMC Planning Grant is approved, subject to the following conditions:

- The planning process implemented through this award must comply with the Local Hazard Mitigation Plan requirements contained in 44 CFR 201.
- Complete draft plan documents must be submitted to the State and our office for review and comment at least 6 months prior to completion of the grant such that any necessary revisions may be made prior to adoption and within the approved Period of Performance (POP).
- The final plan documents must be submitted to the State and our office for review and approval prior to the end of the POP of the sub-award, and FEMA approval must be obtained prior to sub-award closeout.
- The plan must be adopted by the governing body of at least one participating jurisdiction within one year of the initial FEMA finding of Approvable Pending Adoption.

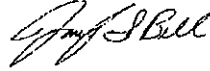
This letter constitutes programmatic approval for use of FY 2015 PDMC funds. Ms. Sandra McNease, Assistance Officer, has issued the financial award and documentation in support of this approval. The funds have been obligated to the appropriate PARS account.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions.

FEMA will not establish activity completion timelines for individual sub-awards. Recipients are responsible for ensuring that all approved activities are completed by the award's POP. The POP for FY2015 PDMC is May 29, 2014 through October 31, 2018. The Recipient shall submit a Final SF-425 and Performance Report no later than 90 days after the end date of the POP, per 2 CFR Part 200.

Thank you for submitting an application to the FY 2015 PDMC grant program. If you have any questions, please contact Carl Mickalonis or Ashanti Smith of my staff at (770) 220-5628, or (770) 220-5236, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacky Bell". The signature is fluid and cursive, with the first name "Jacky" and last name "Bell" clearly distinguishable.

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division



SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

RECIPIENT-SUBRECIPIENT PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT

This Agreement is entered into by the State of South Carolina, Office of the Adjutant General, Emergency Management Division (hereinafter referred to as "Recipient"), and Lancaster County Emergency Management Agency (hereinafter referred to as "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA") has made available funds under the Pre-Disaster Mitigation Grant Program (hereinafter referred to as the "PDM Grant Program");

WHEREAS, the PDM Grant Program was created with the goal of assisting states, tribal governments, territories, and local communities to implement a sustained pre-disaster natural hazard mitigation program, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (42 U.S.C. 5133), and applicable policies of FEMA; and

WHEREAS, the federal share is limited to 75% of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25% of eligible expenditures of the total eligible costs.

The estimated cost of this project is \$24,976 to be cost-shared \$18,732 federal and \$6,244 local.

NOW THEREFORE, the Recipient and Subrecipient agree as follows:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

- a) "Eligible mitigation measures," as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (the "Stafford Act") and Public Law 106-390; and Title 44 CFR, Part 206.
- b) "Activities" shall be defined as stated in 44 CFR 206.431.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

The parties agree to all the conditions, obligations, and duties imposed by the Federal Emergency Management Agency Obligor Document for Award/Amendment dated February 25, 2016 (hereinafter referred to as the "FEMA Obligor Document") and all applicable state and federal legal requirements including, without any limitation, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. The Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

- a) The Recipient shall provide funds to the Subrecipient for eligible mitigation measures for the projects approved by the Recipient and FEMA, specifically outlined through the Catalog of Federal Domestic Assistance number 97.017 Pre-Disaster Mitigation (PDM) Competitive Grant Program. Allowable costs shall be determined in accordance with 44 CFR 206.439, 44 CFR Part 13, 2 CFR Part 200, and pertinent FEMA guidance documents.
- b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.
- c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

4) DUPLICATION OF BENEFITS

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the PDM Application dated August 11, 2015 (hereinafter referred to as the "PDM Application"), and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay. The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable PDM Application for which Subrecipient has received payment from Recipient.

- c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the PDM Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government's comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- b) Documentation must include the Project Expenditures Form attached hereto as Exhibit C and include supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).
- c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the PDM Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

The PDM funds for eligible costs shown in the PDM Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, in accordance with the cost sharing provisions established in the Stafford Act and the FEMA Obligating Document. The non-Federal share shall be paid by the Subrecipient.

8) INDIRECT COSTS

The Subrecipient may request reimbursement for indirect cost if (a) they are a non-Federal entity that has never had a negotiated indirect cost rate and use a de minimis rate of 10% of modified total direct costs; or (b) provided documentation demonstrating a certified percentage established by a Federal department or agency for a non-Federal entity to use in computing the dollar amount it charges to the award to reimburse itself for indirect costs incurred in doing the work of the award activity.

9) PAYMENT OF CLAIMS

PDM funding will be disbursed to the Subrecipient based on a reimbursements need. The Subrecipient shall submit payment requests using the Project Expenditures Form (Exhibit C) and the Payment Request form hereto attached as Exhibit D. The Project Expenditures form (Exhibit C) will be used to support backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.). The Payment Request form (Exhibit D) will be submitted to request an advance or reimbursement payment. Expenditures documented on both documents should represent 100% of project costs. For construction projects, no more than 75% of the total Federal share will be reimbursed until the project has been completed and inspected.

10) FINAL PAYMENT

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient;
- b) Subrecipient shall have submitted the proper documentation;
- c) Recipient shall have performed a final inspection;
- d) The project listing and certification shall have been reviewed by Recipient; and
- e) Subrecipient shall have requested final reimbursement.

11) RECORDS MAINTENANCE

- a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project. Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.
- b) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- c) Recipient may unilaterally terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement

12) RECOVERY OF FUNDS


If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

13) REPAYMENT BY SUBRECIPIENT

All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient for overdraft charges.

14) AUDIT

- a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.

- 
- b) End Date of the Fiscal Year: _____.
- c) Audit resolution instructions shall be prescribed by the Recipient.
- d) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:
- i) Two copies of the Audit Report;
 - ii) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - iii) Any unobligated fund balance due as a result of audit adjustments;
 - iv) A response to management letter findings and recommendations;
 - v) A response to all questioned cost, relating to this Grant and;
 - vi) Any other adjustments, explanations or information that may be pertinent to the Grant.
- e) The Recipient may require the Subrecipient to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- f) If this Agreement is closed out without an audit, the Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

15) NONCOMPLIANCE

If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under this Agreement or that may otherwise be available.

16) MODIFICATION

The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the PDM application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

17) TIME FOR PERFORMANCE

The project shall be complete by the end of the Grant Period of Performance, which is **October 31, 2018**. Time extensions are, per Item 16 of this Agreement, a modification and requests must be submitted in writing. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

18) CONTRACTS WITH OTHERS

- a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.
- b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

19) MONITORING

- a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract

term to ensure timely completion of all tasks.

20) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - i) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
 - ii) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
 - iii) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.
- b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:
 - i) Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
 - ii) Commence a legal action for the judicial enforcement of this Agreement;
 - iii) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
 - iv) Take any other remedial actions that may otherwise be available under law.

- c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- d) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.
- e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

21) LIABILITIES

Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same. For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances. Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

22) REPORTS AND INSPECTIONS

- a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first full quarter after project approval notification by the Recipient and

quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. All reports shall be provided using the attached Programmatic Quarterly Report Form hereto attached as Exhibit D.

- b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.
- c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

23) ATTACHMENTS

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

24) TERM

This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

25) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:



26) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

x _____

Director, South Carolina Emergency Management Division

Date _____

x _____

Title: _____

Date _____

Subrecipient Federal Employer Identification No. _____

EXHIBIT A

Project Summary

Project Title: Lancaster County Hazard Mitigation Plan Update

Grant #PDMC-PL-04-SC-2015-007

Award Date: February 25, 2016

Period of Performance

Open Date: May 29, 2014 Close Date: October 31, 2018

	Amount	Percentage
Total Project Cost	\$24,976	100%
Total Federal Share	\$18,732	75%
Total Non-Federal Share	\$6,244	25%

Brief Project Description: The Lancaster County Emergency Management Agency is updating their Multi-Jurisdictional Hazard Mitigation Plan. It will include the 3 jurisdictions within the county. The project will allow all jurisdictions to be eligible for federal mitigation funding in the future.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the

right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the subrecipient.

9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.
12. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
13. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
14. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
15. With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
16. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.
17. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a

public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

18. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.
19. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
20. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PROJECT EXPENDITURES

Subrecipient: Lancaster County Emergency Management

Project Application #: PDMC-PL-04-SC-2015-007

Subrecipient's Reference No. (Voucher, Claim or Schedule No.)	Delivery Date of article or service	<u>DOCUMENTATION</u> List Project Documentation (payroll, material out stock, recipient owned equipment or name of vendor or contractor, etc.) and give a brief description of the article or service	Costs
TOTAL			\$0.00

EXHIBIT D
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PAYMENT REQUEST

Subrecipient: Lancaster County
Emergency Management

Subrecipient's Agent:

Project No.: PDMC-04-SC-2015-007

Request for Payment No.:

Quarter Ending:

Federal ID No.:

Total Approved Funding: \$24,976

Project Category	Total Budgeted Amount	Previous Payments	Current Expenditures	Cumulative Expenditures	Federal Share	Balance
Totals	\$24,976.00	0.00	0.00	0.00	\$24,976.00	\$24,976.00

I hereby certify to the best of my knowledge and belief all work and costs are eligible in accordance with the grant conditions and all work claimed has been completed.

Signed: _____ Date: _____
Subrecipient's Agent

EXHIBIT E
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
OFFICE OF THE ADJUTANT GENERAL
PRE-DISASTER MITIGATION GRANT PROGRAM
PROGRAMMATIC QUARTERLY REPORT

Subrecipient: Lancaster County Emergency Management

Grant No: PDMC-PL-04-2015-007

Quarter Ending:

Project Description: Multi-Jurisdictional Hazard Mitigation Plan Update

Percentage of Work Completed: 0%.

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

Signed: _____

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday April 25 th	6:30 p.m.	Regular Council Meeting
Tuesday, April 26 th	3:00 p.m.	Suspension Bridge Cross-State connection Bridge Ribbon Cutting
Thursday, April 28 th	11:30 am – 1:30pm	Hot Dog Sale – Historic Courthouse Relay for Life
Thursday, April 28 th	4:30 p.m.	Committee of the Whole – Budget Workshop
Friday, April 29 th	6:00 p.m.	Relay for Life (County has a booth) Lancaster High School Stadium
Monday, May 2 nd	1:00 p.m.	Economic Development Structural Committee Council Conference Room
Monday, May 9 th	6:30 p.m.	Regular Council Meeting
Tuesday, May 10 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, May 10 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, May 12 th	11:30am – 2:00pm	Spring Wellness Walk – MUST PRE-REGSITER
Thursday, May 12 th	4:30 p.m.	Administration Committee Council Conference Room
Monday May 23 rd	6:30 p.m.	Regular Council Meeting
July 30 th – August 3 rd		South Carolina Association of Counties Annual Conference/Hilton Head, SC

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
8:00 a.m.... Public Safety Committee

The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee

The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
4:30 p.m. ... Administration Committee

1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building

2nd and 4th Tuesday of each month9:00 a.m. ... Development Review Committee, Council Chambers

2nd Tuesday of each month.....6:30 p.m. ... Zoning Appeals Board, County Council Chambers

2nd Tuesday of each month.....6:30 p.m. ... Recreation Commission, 260 S. Plantation

Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library

2nd Wed (Jan/March/May/July/Sept/Nov)..... 11:45 a.m... Health & Wellness Comm., various locations

2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room

3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers

1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers

3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers