

# Lancaster County Council Regular Meeting Agenda

Monday, September 25, 2017

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

1. **Call to Order Regular Meeting – Vice-Chairwoman Charlene McGriff** 6:00 p.m.
2. **Welcome and Recognition – Vice-Chairwoman Charlene McGriff**
3. **Pledge of Allegiance and Invocation – Council Member Terry Graham**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
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 September 12, 2017 regular meeting – *pgs. 6-13*
  - b. **3<sup>rd</sup> Reading of Ordinance 2017-1467 regarding Establishment of Accommodations Tax Advisory Committee**

Ordinance Title: An Ordinance To Establish An Accommodations Tax Advisory Committee And To Designate The Olde English District As The Organization Selected To Receive The Thirty (30%) Percent Portion Of The Accommodations Receipts. – *Passed 7-0 at the August 28, 2017 County Council Meeting. Passed 7-0 at the September 12, 2017 County Council Meeting. - John Weaver – pgs. 14-17*
  - c. **3<sup>rd</sup> Reading of Ordinance 2017-1468 regarding Amending the UDO in 7 Separate Instances**

Ordinance Title: An Ordinance To Amend The Lancaster County Uniform Development Ordinance Through The Addition, Deletion Or Revision Of Existing Wording Within The Text Of The Present Language Contained Therein In Seven (7) Separate Instances. – *Planning Commission recommended approval by a vote of 5-0. Passed 7-0 at the August 28, 2017 County Council Meeting. Passed 7-0 at the September 12, 2017 County Council Meeting. – Penelope Karagounis – pgs. 18-20*

## 8. Non-Consent Agenda

- a. **Resolution 0969-R2017 regarding Establishment of Satellite Office in Indian Land**  
Resolution Title: A Resolution To Approve The Establishment Of A Lancaster County Government Satellite Office In The Indian Land Section Of Lancaster County Pursuant To The Terms And Conditions Set Forth Herein And To Authorize The County Administrator To Enter Into A Lease For The County's Use And Occupancy Of The Space Identified Therewith. – *(Favorable Recommendation – Administration Committee) – Steve Willis – pgs. 21-29*
- b. **Resolution 0972-R2017 regarding Approving the Updated 2017 Assessment Roll for the Edgewater Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Edgewater Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater\\_I\\_Assessment\\_Roll.pdf](http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater_I_Assessment_Roll.pdf) OR with the Clerk to Council)* – *Veronica Thompson – pgs. 30-31*
- c. **Resolution 0973-R2017 regarding Approving the Updated 2017 Assessment Roll for the Edgewater II Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Edgewater II Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater\\_II\\_Assessment\\_Roll.pdf](http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater_II_Assessment_Roll.pdf) OR with the Clerk to Council)* – *Veronica Thompson – pgs. 32-33*
- d. **Resolution 0974-R2017 regarding Approving the Updated 2017 Assessment Roll for the Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Sun\\_City\\_Carolina\\_Lakes\\_Assessment\\_Roll.pdf](http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Sun_City_Carolina_Lakes_Assessment_Roll.pdf) OR with the Clerk to Council)* – *Veronica Thompson – pgs. 34-35*
- e. **Resolution 0975-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 1 of the Walnut Creek Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 1 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut\\_Creek\\_Bond\\_Area\\_I\\_Assessment\\_Roll.pdf](http://www.mylancastersc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_I_Assessment_Roll.pdf) OR with the Clerk to Council)* – *Veronica Thompson – pgs. 36-37*



- f. **Resolution 0976-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 2 of the Walnut Creek Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 2 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancaster-sc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut\\_Creek\\_Bond\\_Area\\_2\\_Assessment\\_Roll.pdf](http://www.mylancaster-sc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_2_Assessment_Roll.pdf) OR with the Clerk to Council) – Veronica Thompson – pgs. 38-39*
- g. **Resolution 0977-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 3 of the Walnut Creek Improvement District, Lancaster County, South Carolina**  
Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 3 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link: [http://www.mylancaster-sc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut\\_Creek\\_Bond\\_Area\\_3\\_Assessment\\_Roll.pdf](http://www.mylancaster-sc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_3_Assessment_Roll.pdf) OR with the Clerk to Council) – Veronica Thompson – pgs. 40-41*
- h. **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1466 regarding Conveyance of Fish Hatchery Road**  
Ordinance Title: An Ordinance To Convey To The State Of South Carolina That Road Identified As Fish Hatchery Road That Is Utilized By The South Carolina Department Of Natural Resources (DNR) In Conjunction With Its Operation And Management Of Spring Stevens Fish Hatchery. – *Passed 7-0 at the August 28, 2017 County Council Meeting. Passed 7-0 at the September 12, 2017 County Council Meeting. - John Weaver – pgs. 42-44*
- i. **1<sup>st</sup> Reading of Ordinance 2017-1469 regarding Amending the County Code Concerning the Activities Of Peddlers**  
Ordinance Title: An Ordinance To Amend The Lancaster County Code Of Ordinances By The Addition Of Chapter 23, Article Five, So As To Define And Identify The Lancaster County Regulations Concerning The Activities Of Those Persons Identified As Peddlers, Hawkers And Solicitors. – *(Favorable Recommendation – Public Safety Committee) – Steve Willis – pgs. 45-48*
- j. **1<sup>st</sup> Reading of Ordinance 2017-1470 regarding an Amendment to the FY 2017-2018 Budget**  
Ordinance Title: An Ordinance To Amend Ordinance No. 2017-1447, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018 (FY 2017-2018), To Further Provide For Revenues And Expenditures During The Fiscal Year. – *(Favorable Recommendation – Administration Committee) – Kim Hill – pgs. 49-53*

k. **1<sup>st</sup> Reading of Ordinance 2017-1471 regarding Authorizing the Execution of a Special Source Revenue Credit Agreement Between Lancaster County, Danny Simpson and Simpson Electric Company**

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, Danny Simpson And Simpson Electric Company Providing For Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jaime Gilbert*  
– pgs. 54-75

9. **Discussion and Action Items**

a. Committee Reports

1. I&R Committee – Committee Chair Larry Honeycutt
2. Public Safety Committee – Committee Chair Brian Carnes
3. Administration Committee – Committee Chair Charlene McGriff
4. Rock Hill – Fort Mill Area Transportation Study (RFATS) update – Councilman Brian Carnes
5. Catawba Regional Council of Governments (COG) update – Steve Willis

b. Nominations for appointments to the Indian Land Fire Protection District – *pgs. 76-77*

- William Parker – 1<sup>st</sup> Term (originally filled unexpired term)
- Scott McMullen to fill an unexpired term through 6/30/2020

c. Nomination for appointment as Advisor to the Historical Commission - *pg. 78*

- Fred Terry Catoe

d. Information only regarding entering into discussions or agreement to contract with American Financial Credit Services, Inc. in regards to collecting and/or resolving outstanding Business Personal Property (BPP) taxes – (*Favorable Recommendation – Administration Committee*) - *Lee Weeks – pgs. 79-81*

e. Information only on Assistance to Firefighter grant for McDonald Green – *Steve Willis/Darren Player – pg. 82*

f. Information only on Sheriff's Department grant for Impaired Driving Enforcement Deputy – *Steve Willis/Sheriff Barry Faile – pgs. 83-84*

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

11. **Miscellaneous Reports and Correspondence**

a. Charter Communications – *pgs. 85-86*



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

13. Executive Session

14. Calendar of Events – pg. 87

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.mylancasterc.org](http://www.mylancasterc.org)*



Members of Lancaster County Council  
*Steve Harper, District 5, Chairman*  
*Charlene McGriff, District 2, Vice Chairwoman*  
*Larry Honeycutt, District 4, Secretary*  
*Brian Carnes, District 7*  
*Jack Estridge, District 6*  
*Terry Graham, District 1*  
*Billy Mosteller, District 3*

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

101 N. Main Street, Lancaster, SC 29720

Tuesday, September 12, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Penelope Karagounis, Veronica Thompson, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

### **Call to Order regular meeting**

Chairman Steve Harper called the regular meeting of Council to order at 6:00 p.m.

### **Welcome and Recognition/Pledge of Allegiance and Invocation**

Chairman Steve Harper welcomed everyone to the meeting. Steve Harper thanked everyone for coming and being understanding regarding the need to reschedule the Council meeting from Monday night to Tuesday night due to the inclement weather. Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the invocation.

### **Approval of the agenda**

John Weaver requested that the Agenda be amended as follows: (1) that Item 7f (Ordinance 2017-1462) be moved from the Consent Agenda to the Non-Consent Agenda since it needs an amendment and (2) he advised Council that a revised Resolution 0971-R2017 had been placed at their seats for consideration regarding Item 8a. The revised Resolution 0971-R2017 is attached as Schedule A. Larry Honeycutt moved to approve the agenda as amended. Seconded by Brian Carnes. Council approved the amended agenda by unanimous vote of 7-0.



## Citizens Comments

Peter Gertler, 6277-600 Carolina Commons, Indian Land, SC, spoke regarding an Indian Land service center.

Larry Ayres, 57130 Nightingale Way, Indian Land, SC, spoke regarding an Indian Land satellite office.

Keith Starnes, 261 West Rebound Road, Van Wyck, SC, spoke regarding the proposed Stormwater fees.

Robert Yoder, 8087 Van Wyck Road, Lancaster, SC, spoke regarding the proposed Stormwater fees.

Jim Odendohl, 6324 Cherry Blossom Circle, Indian Land, SC, spoke regarding an Indian Land satellite office.

Rich Hyman, 4072 Murray Street, Indian Land, SC, spoke regarding an Indian Land satellite office.

## Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item a, Item b, Item c, Item d, Item e, Item g, Item h, Item i, Item j, Item k and Item l. Seconded by Larry Honeycutt. No further discussion. Council approved Consent Agenda Items a, b, c, d, e, g, h, i, j, k and l by unanimous vote of 7-0.

- a. Minutes of the August 22, 2017 Special meeting
- b. Minutes of the August 28, 2017 Regular meeting
- c. **3<sup>rd</sup> Reading of Ordinance 2017-1457 regarding repealing Section 12-21 of the Code of Ordinances**  
Ordinance Title: An Ordinance To Repeal Section 12-21 Of The Lancaster County Code Of Ordinances Related To Solid Waste Collection Business Licenses.
- d. **3<sup>rd</sup> Reading of Ordinance 2017-1458 regarding Amending the Code to Separate Duties of the Building Department and the Zoning Department**  
Ordinance Title: An Ordinance To Amend Article IV Of Chapter 25 Of The Lancaster County Code So As To Separate Duties Of The Building Department And The Zoning Department.

e. **3<sup>rd</sup> Reading of Ordinance 2017-1461 regarding Rezoning Property of Richard Ormand**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Richard Ormand, Located At 1495 Lee Ormand Road From LDR, Low Density Residential District To RR, Rural Residential District.

g. **3<sup>rd</sup> Reading of Ordinance 2017-1463 regarding Correcting Zoning Map and Rezoning Property Owned By Wallace Indian Land LLC, etal**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Correct And Rezone Property Owned By Wallace Indian Land LLC Etal, Located On The West Side Of Henry Harris Road, North Of Jim Wilson Road, From PDD-20, Planned Development District, To LDR, Low Density Residential District.

h. **3<sup>rd</sup> Reading of Ordinance 2017-1464 regarding Rezoning Property of Pamela Stewart**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 2.42 Acres Of Property Owned By Pamela Stewart, Located Off Kershaw Camden Highway At The Intersection Of Solar Road Outside The Heath Springs Town Limits From A Formerly Zoned R-45B Rural Residential/Business/Agricultural District (Former UDO And Zoning Map) To GB, General Business District.

i. **3<sup>rd</sup> Reading of Ordinance 2017-1465 regarding Rezoning Property of Ashok Ahluwalia**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± .617 Acres Of Property Owned By Ashok Ahluwalia, Located At 9762 Charlotte Highway From MX, Mixed-Use District To GB, General Business District.

j. **2<sup>nd</sup> Reading of Ordinance 2017-1466 regarding Conveyance of Fish Hatchery Road**

Ordinance Title: An Ordinance To Convey To The State Of South Carolina That Road Identified As Fish Hatchery Road That Is Utilized By The South Carolina Department Of Natural Resources (DNR) In Conjunction With Its Operation And Management Of Spring Stevens Fish Hatchery.

k. **2<sup>nd</sup> Reading of Ordinance 2017-1467 regarding Establishment of Accommodations Tax Advisory Committee**

Ordinance Title: An Ordinance To Establish An Accommodations Tax Advisory Committee And To Designate The Olde English District As The Organization Selected To Receive The Thirty (30%) Percent Portion Of The Accommodations Receipts.



**1. 2<sup>nd</sup> Reading of Ordinance 2017-1468 regarding Amending the UDO in 7 Separate Instances**

Ordinance Title: An Ordinance To Amend The Lancaster County Uniform Development Ordinance Through The Addition, Deletion Or Revision Of Existing Wording Within The Text Of The Present Language Contained Therein In Seven (7) Separate Instances.

**Non-Consent Agenda**

**Resolution 0971-R2017 regarding Funding For the Local Match on a CDBG for DSS Office Space and Discussion of Humana Facility**

Resolution Title: A Resolution Related To Funding For The Local Match On A Community Development Block Grant For Office Space For The South Carolina Department Of Social Services Office In Lancaster County And Other Matters Related Thereto.

Charlene McGriff moved to approve Resolution 0971-R2017, attached as Schedule A. Seconded by Billy Mosteller. Council voted to approve Resolution 0971-R2017, attached as Schedule A, by unanimous vote of 7-0.

**3<sup>rd</sup> Reading of Ordinance 2017-1455 regarding Establishment of the Stormwater Management Utility and Amend the UDO – Amendment Needed**

Ordinance Title: An Ordinance To Establish The Lancaster County Stormwater Management Utility, To Amend Lancaster County's Uniform Development Ordinance (UDO) So As To Add Thereto The Terms, Conditions And Provisions Of The Lancaster County Stormwater Management Utility, Including A Determination Of The Geographic Boundaries Subject To The Utility's Management Oversight And The Fees Associated Therewith.

Charlene McGriff moved to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1455. Seconded by Billy Mosteller.

Terry Graham moved to amend Ordinance 2017-1455 to set the stormwater fee at sixty dollars (\$60) per residential unit and to cap the small business fee at thirty-five percent (35%) of their real property tax. Seconded by Larry Honeycutt.

Charlene McGriff asked finance staff what these changes in fees would do to the budget. Veronica Thompson and Kim Hill indicated that they would need additional time to determine the impact to the budget. Terry Graham stated that these changes would not mean a significant cut to the revenue for the Stormwater program. Charlene McGriff stated that Council needs the numbers to go with the motion so that they can determine if the fees are reasonable for the budget. Brian Carnes stated that Council has been advised by the Attorney that basically the fee was decoupled from the fact of whether Council passed the Stormwater Ordinance. He stated that the budget and the fees will have to be determined at a later date. He stated that the fee has to be set tonight and the budget can be determined as Council goes forward. Charlene McGriff asked Council what should be taken away from the budget if the fee is changed. Steve Harper stated that some of the money for capital projects can be cut from the budget. John Weaver

indicated that Council is only voting on the fee and not the budget. Terry Graham stated that these changes will not effect all businesses, but will only effect small businesses. Staff and John Weaver explained that it would be difficult to define small businesses. John Weaver stated that the definition of "small" is so nebulous and so broad and that it is his opinion that such an ordinance would be challenged in Court by the large commercial property holders. Steve Harper stated that the amendment needs clarification.

Terry Graham moved to divide the question. Seconded by Brian Carnes. The motion to divide the question passed by unanimous vote of 7-0.

Council discussed the first part of the divided question, which was to amend Ordinance 2017-1455 by setting the stormwater fee at \$60 per residential unit. Billy Mosteller stated that County professionals have given Council their opinion as to what is needed regarding the fees and budget for the Stormwater program. He stated that businesses are paying the fees in other counties and states and Lancaster County is not doing anything different than other counties. Charlene McGriff agreed that Council should listen to the County professionals. Larry Honeycutt indicated that he supports the Stormwater program but that he does not support the fee for the old Ashe Brick Company. He stated that he supports the \$60 residential fee. Council voted 5-2 to approve the motion to set the stormwater fee at \$60 per residential unit. Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Terry Graham voted to approve the \$60 residential fee for the Stormwater program and Charlene McGriff and Billy Mosteller opposed.

Council considered the second part of the divided question, which was how to handle commercial property. Larry Honeycutt withdrew his second for the motion for small businesses to pay a cap of 35% of their property tax bill for 2016. Terry Graham withdrew his motion for small businesses to pay a cap of 35% of their property tax bill for 2016. Terry Graham stated that he wants to find a way to help small businesses.

John Weaver explained the appeals process for the Stormwater program. Jack Estridge asked if Van Wyck could have their own Stormwater program now that they are a municipality. Steve Willis indicated that Van Wyck could decide to assume responsibility for Stormwater and that decision would be up to the new mayor and Council. Council and staff discussed various tax bills for different companies. County staff indicated that clarification is needed regarding the 35% cap. Charlene McGriff stated that Council needs additional information in order to make a decision regarding the 35% cap.

The Council meeting was recessed for 10 minutes due to technical difficulties with the microphones. Chairman Steve Harper called the meeting back to order. John Weaver discussed how much the revenue would be reduced if the commercial ERU was reduced to \$60. Larry Honeycutt moved to reduce the ERU fee to \$60 on commercial property. Seconded by Billy Mosteller. John Gast, 215 Hampton Street, Rock Hill, SC stated that a cap for commercial properties across the board at 35% would have a minor impact on the overall revenue. The staff and Council discussed different fees and caps for commercial property and the impact on revenue. The motion to amend Ordinance 2017-1455 by reducing the ERU fee to \$60 for commercial property passed by unanimous vote of 7-0.



Terry Graham moved that there be a 35% cap for all businesses. Steve Harper asked if he wanted the cap for all commercial businesses and he indicated it would be for all commercial businesses. Seconded by Brian Carnes. Brian Carnes asked for clarification of the 35% cap. Terry Graham stated that it is based on the businesses' real property tax. John Weaver stated that there has to be a reasonable relationship between the fee and what the County is charging it against. He stated that there is no rational nexus between taxes and impervious service and, therefore, the ordinance could be subject to being challenged. Steve Willis indicated that the commercial fees need to be equitable for the impervious surface of the business. Council voted 4-3 to amend Ordinance 2017-1455 by capping the fee for all businesses at 35% of their tax bill. Jack Estridge, Brian Carnes, Steve Harper and Terry Graham voted to approve the 35% cap and Larry Honeycutt, Charlene McGriff and Billy Mosteller opposed.

John Weaver explained and reviewed the amendments that staff are recommending for the Ordinance, as noted on pages 43 and 44 of the agenda packet. Larry Honeycutt stated that the County Attorney has explained a number of changes in the body of the Stormwater ordinance's 3<sup>rd</sup> Reading and how those changes differ from the 2<sup>nd</sup> Reading version. Those changes are spelled out further on pages 43 and 44 of the agenda packet. He moved that the changes noted by the attorney, both verbally and in writing, be adopted by the Council as amendments to the Stormwater ordinance and that the 3<sup>rd</sup> Reading version be adopted. Seconded by Billy Mosteller. The motion passed by unanimous vote of 7-0.

Brian Carnes asked if the commercial fees should be deferred. He moved that Council reconsider the vote on the \$60 fee for commercial businesses. There was no second to the motion and so the motion died.

Council voted 7-0 to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1455 as amended.

**3<sup>rd</sup> Reading of Ordinance 2017-1462 regarding Rezoning Property of Ralph Hood, represented by Mackenzie Riggins**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Ralph Hood, Represented By Mackenzie Riggins, Located At 275 Monroe Hwy, From LDR, Low Density Residential District To NB, Neighborhood Business District.

John Weaver explained that Ordinance 2017-1462 needs to be amended to change the name of the applicant to Ralph Adams instead of Ralph Hood. He stated that the name of the owner has always been Ralph Adams and not Ralph Hood and that this error was simply a scrivener's error.

Brian Carnes moved to amend Ordinance 2017-1462 by substituting the property owners name from Ralph Hood to Ralph Adams. Seconded by Charlene McGriff. The motion to amend Ordinance 2017-1462 passed by unanimous vote of 7-0.

Council approved the 3<sup>rd</sup> Reading of Ordinance 2017-1462 as amended by unanimous vote of 7-0.

## **Discussion and Action Items**

### **2017-2018 Justice Assistance Grant.**

Steve Willis stated that this grant is one hundred percent (100%) grant funding and that no action is needed from Council. He explained that the grant requires that public comment be allowed. Therefore, he asked for public comment regarding the Justice Assistance Grant but no one came forward to speak.

### **Discussion of concept – county office space in Indian Land.**

John Weaver explained the potential location for the satellite office in Indian Land and provided a handout attached as Schedule B. He stated that the financing for the project will be discussed at the Administration Committee meeting scheduled for Thursday, September 14, 2017.

Steve Harper agreed that the Stormwater office needs to be located in Indian Land. He stated his concerns about moving the building department to the Indian Land location. John Weaver stated that the entire building department is not moving to the satellite location but that a majority of the inspectors and management would be moved up there and that one person from zoning would be moved up there. Charlene McGriff stated that she would like for there to be one location for services in Indian Land. Steve Harper stated that Lancaster is the center of the County and that if the County is putting an office in Indian Land then they should consider one for Kershaw also. He stated that money cannot be collected at that location and that public records should not be moved out of the County building.

Susan Hunter Wallace discussed her vision for services provided by the Auditor's office for a satellite office in Indian Land. Steve Yeargin discussed his vision for services provided by the Building Department for a satellite office in Indian Land. Steve Harper stated that the concept regarding a satellite office in Indian Land will be discussed at the Administration Committee meeting scheduled for Thursday, September 14, 2017.

## **Executive Session**

Brian Carnes moved to go into Executive Session to hear an economic development discussion: Project Tea. Seconded by Charlene McGriff. Passed by unanimous vote of 7-0.

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

Upon returning to open session, Attorney John Weaver noted that Council considered one economic development briefing during Executive Session. He stated that during the course of Executive Session no votes were taken and no motions were made and no motions need be forthcoming.

**DRAFT**

**Adjournment**

Larry Honeycutt moved to adjourn the meeting. Seconded by Terry Graham. Passed by unanimous vote of 7-0. The Council meeting was adjourned at 9:15 p.m.

Respectfully Submitted:

Approved by Council, September 25, 2017

Sherrie Simpson  
Clerk to Council

\_\_\_\_\_  
Larry Honeycutt, Secretary



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO.: 2017-1467

**AN ORDINANCE**

**TO ESTABLISH AN ACCOMMODATIONS TAX ADVISORY COMMITTEE AND TO DESIGNATE THE OLDE ENGLISH DISTRICT AS THE ORGANIZATION SELECTED TO RECEIVE THE THIRTY (30%) PERCENT PORTION OF THE ACCOMMODATIONS RECEIPTS.**

**WHEREAS**, pursuant to South Carolina Code Section 6-4-25(A), a county receiving more than Fifty Thousand (\$50,000.00) Dollars in revenue from the two (2%) percent portion of the state accommodations sales tax as established by South Carolina Code Section 12-36-2630 shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the state accommodations tax. Further, it appears to the satisfaction of this Council that the most recent annual receipts of state accommodations tax funds exceeded Fifty Thousand (\$50,000.00) Dollars; and

**WHEREAS**, pursuant to South Carolina Code Section 6-4-10(3), thirty (30%) percent of the state accommodations sales tax received by Lancaster County must be allocated to a special fund and used only for advertising and promotion of tourism through the generation of publicity. Further, Lancaster County is required to select a nonprofit organization which has an existing, ongoing tourist promotion program to receive and administer the use of the funds; and

**WHEREAS**, the advisory committee referenced herein shall consist of seven (7) members with a majority being selected from the hospitality industry, with it being mandated that two members shall be from the lodging industry and one member shall be from a cultural organization. Lastly, membership shall represent the geographic area where the majority of the revenue is derived; and

**WHEREAS**, in order to accomplish these mandates, it is necessary that an amendment be made to the existing Lancaster County Code of Ordinances by the addition of wording to Chapter 2, Article XI as noted hereinafter.

**NOW THEREFORE**, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the power granted to the County by the general assembly of the State, it is ordained and enacted that the Lancaster County Code of Ordinances hereby is amended so as to add to Chapter 2, Article XI to the Code the following Division and Sections, namely:

**Section 1.** Division 6. – ACCOMMODATIONS TAX ADVISORY COMMITTEE

Sec. 2-380. Establishment and Statement of Purpose.

Lancaster County Council hereby establishes the Lancaster County Accommodations Tax Advisory Committee and charges said committee with the sole responsibility of making recommendations to the Lancaster County Council on the expenditure of the revenue received from the state accommodations tax that is received by the County. Additionally, the Olde English District, a nonprofit organization with an ongoing tourist promotion program, hereby is designated as the organization to receive the thirty (30%) percent monies as required by the South Carolina statutory law noted herein.

Section 2-381. Use of Funds.

Pursuant to South Carolina Code Section 6-4-10, the funds collected by Lancaster County shall be allocated in the manner noted therein. In making its recommendations, particular attention by the Accommodations Tax Advisory Committee shall be given to subsection (4)(a) therein so as to insure compliance with the remaining allocation being used for those tourism-related expenditures noted in subsection (4)(b).

Sec. 2-382 Membership.

The Lancaster County Accommodations Tax Advisory Committee shall be composed of seven (7) regular members. Membership shall be in compliance with the applicable state statute, with the majority of the membership being selected from the hospitality industry of Lancaster County, including two from the lodging industry and one from a cultural organization. To that end, the committee shall be composed of the following:

- Two representatives from the lodging industry;
- One representative from the food and beverage industry;
- One representative from the Lancaster County Council of the Arts;
- One representative from the Lancaster County Chamber of Commerce;
- The Lancaster County Chief Financial Officer;
- The Lancaster County Budget Analyst.

Sec. 2-383 Term of Office.

All members shall be appointed by County Council and shall serve at the pleasure of the Council. Appointments shall be for a four year period except that the initial term of the two lodging industry representatives shall be for a two (2) year period. But for the Lancaster County Chief Financial Officer and the Lancaster County Budget Analyst, no member shall serve for more than two successive four year terms.

Sec. 2-384. Freedom of Information Compliance.

The Accommodations Tax Advisory Committee is a public body within the meaning of Section 30-4-10 et seq. of the South Carolina Code of Laws and, as such, is required to give public notice of its agendas and meetings. Meetings may be closed only for those reasons and purposes cited in the referenced Freedom of Information Act.

Section 2-385. Records and Reports

South Carolina statutory law previously cited herein sets forth the reporting requirements of both the Olde English District and the Accommodations Tax Advisory Committee. Full compliance therewith is expected.

**Section 2.** Severability.

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

**Section 3.** Conflicting Provisions.

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

**Section 4.** Effective Date.

This ordinance is effective upon Third Reading.



**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	8-28-2017	Passed 7-0
Second Reading:	9-12-2017	Passed 7-0
Third Reading:	9-25-2017	

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2017-1468

**AN ORDINANCE**

**TO AMEND THE LANCASTER COUNTY UNIFORM DEVELOPMENT ORDINANCE THROUGH THE ADDITION, DELETION OR REVISION OF EXISTING WORDING WITHIN THE TEXT OF THE PRESENT LANGUAGE CONTAINED THEREIN IN SEVEN (7) SEPARATE INSTANCES.**

**WHEREAS**, on November 28, 2016, Lancaster County did pass the existing Uniform Development Ordinance (UDO), thereby establishing and defining a series of terms, conditions and criteria for future development in a multitude of diverse sectors throughout the County; and

**WHEREAS**, a six month review process by the Planning Department and the UDO Advisory Committee has determined that it would be useful and beneficial to all segments of the development industry that seven (7) changes to the UDO be modified so as to reflect a more practical and thorough application and implementation of these new development standards; and

**WHEREAS**, County Council has reviewed the various proposals and has received the recommendations of both the Planning Department and the Planning Commission and now concurs that it would be in the best interest of all parties concerned that the revisions be accepted.

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

**Section 1. Amendments**

The following seven (7) text amendments to the Lancaster County Uniform Development Ordinance are approved and accepted.

1. **Current Text:** Chapter 2, District Standards, Section 2.5.3 Use Table; Does not allow the use of major repair/body work in the Institution Zoning District.

**Proposed Text:** Vehicle Services – Major Repair/Body Work – to add PR in the Institution Zoning District

2. **Current Text:** Chapter 2, District Standards, Section 2.5.3 Use Table; Allows a CU for the Vehicle Rental/Leasing/Sale in the General Business District.

**Proposed Text:** Vehicle Rental/Leasing/Sale- Change it from CU to PR for the General Business District.

3. **Current Text:** Chapter 4, Overlay Districts, Section 4.4. Character Protection Overlays, Subsection 4.4.1 Cluster Subdivision Overlay District (CSO), Subsection F. Open Space Requirement, Subsection 3. “Primary Conservation area includes those areas that cannot otherwise be built upon or improved and therefore would be preserved in a conventional development. Such areas specifically include wetlands, surface waters, and intermittent stream channels;”

**Proposed Text:** Chapter 4, Overlay Districts, Section 4.4. Character Protection Overlays, Subsection 4.4.1 Cluster Subdivision Overlay District (CSO), Subsection F. Open Space Requirement, Subsection 3. Need to add 100 year floodplain includes a primary conservation area.

4. **Current Text:** Chapter 6, Subdivision and Infrastructure Standards, Subsection 6.18 Utilities, Subsection 6.18.1 Fire Protection Fire Hydrants, Subsection C, #2. “Provision of safe and convenient traffic access and circulation. (i.e.) Avoid long straight roads (not over 2,000 feet) which can be used for speeding. Provide curves in the roads, speed humps or other traffic calming devices, etc.”

**Proposed Text:** Delete speed humps or other traffic calming devices in the above sentence.

5. **Current Text:** Chapter 2, District Standards; Subsection 2.4 District Development Standards, a minimum of 3 acres to develop in a Light Industrial District.

**Proposed Text:** A minimum of 2 acres to develop in a Light Industrial District.

6. **Current Text:** Appendix C, Lancaster County Manual of Specification and Standard Details, R-11—Cul-de-sac Diagram states 900 feet.

**Proposed Text:** To amend : Appendix C, Lancaster County Manual of Specification and Standard Details, R-11 for the cul-de-sac diagram to state 800 feet instead of 900 feet. The 800 feet is the requirement in the UDO and diagram needs to reflect the correct measurement for the cul-de-sac.

7. **Current Text:** Chapter 9, Administration, Section 9.2.9 Site Plan and Master Development Plan Process Chart, Subsection B. Mixed-Use District/Master Development Plan, #4 “Required Application Information: Site Analysis, Preliminary Plat and Building



Elevations for Design Review (may be waived by Administrator as appropriate) and a Stormwater Permit shall be required as prerequisite approvals as per the following table:"

**Proposed Text:** Chapter 9, Administration, Section 9.2.9 Site Plan and Master Development Plan Process Chart, Subsection B. Mixed-Use District/Master Development Plan, #4 "Required Application Information: Site Analysis, Preliminary Plat and Building Elevations for Design Review (may be waived by Administrator as appropriate) and a **Schematic Stormwater Design** shall be required as prerequisite approvals as per the following table:"

**Section 2. Severability.**

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

**Section 3. Conflicting Provisions.**

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

**Section 4. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	8-28-2017	Passed 7-0
Second Reading:	9-12-2017	Passed 7-0
Third Reading:	9-25-2017	

Ordinance No. 2017-1468  
Page 3 of 3

## Agenda Item Summary

Ordinance # / Resolution#: 0969-R2017  
Contact Person / Sponsor: Steve Willis  
Department: Administrator  
Date Requested to be  
Considered by Council: September 25, 2017

**Issue for Consideration:** Whether or not it is appropriate and in the best interest of Lancaster County to enter into a Lease Agreement for various county offices' long-term occupancy of approximately 2,200 square feet of commercial office space at The Commons at Doby's Bridge pursuant to the general terms outlined in the attached Proposal to Lease?

**Points to Consider:** The Administration Committee and the Administrator are in agreement that the space to be lease to Lancaster County will be utilized by the Stormwater Department and by those other various county departments that provide citizen services, including the Auditor, the Treasurer, the VA Department and other departments from time to time that have use for the Indian Land satellite facility. It is understood that the Building Department will not be included as a permanent occupant of the office space. However, it is understood that depending upon the possible availability of additional adjacent space in the center and Council's subsequent reconsideration of the needs of Lancaster County in regards to future development in the Indian Land area that the issue of the Building Department's transfer of a portion of its manpower and duties and responsibilities to the satellite location may occur.

**Funding and Liability Factors:** The cost of the lease, utilities, etc. will be paid proportionately by the space occupied by the Stormwater Department from the Stormwater fee. The balance will be paid from the General Fund.

**Council Options:** The Council's options are to accept the recommendation of the Administration Committee as to the outline of the points contained herein and the terms and conditions of the accompanying Resolution or, alternatively, reject or amend in whole or in part these terms, conditions and points.

**Staff Recommendation:** Proceed with establishing an Indian Land satellite office location subject to the recommendations of the Administration Committee.

**Administration Committee Recommendation:** Approval as noted herein.

**RESOLUTION NO. 0969-R2017**

TO APPROVE THE ESTABLISHMENT OF A LANCASTER COUNTY GOVERNMENT SATELLITE OFFICE IN THE INDIAN LAND SECTION OF LANCASTER COUNTY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE FOR THE COUNTY'S USE AND OCCUPANCY OF THE SPACE IDENTIFIED THEREWITH.

**WHEREAS**, so as to insure that both availability and convenience remain trademarks of Council's desire to insure an efficient and effective county governmental operation, it has been determined that there is an immediate need to establish a satellite government facility in Indian Land to accomplish that goal.

1. Council approves the leasing of office space in The Commons at Doby's Bridge identified as Suite 8451 through the property owner's agent, SVN Percival Partners, LLC. The office contains approximately Two Thousand Two Hundred (2,200) square feet. The County Administrator is authorized to execute a lease on behalf of Lancaster County that in all material respects is similar in scope to the Letter of Intent document that accompanies this Resolution and is incorporated herein by reference.
2. It shall be an integral element of the lease agreement that should the Indian Land area become an incorporated municipality during the course of this lease, Lancaster County at



its sole option shall have the right to cancel its leasehold obligations in any or all of the space upon one hundred eighty (180) days written notice being provided to the Owner/Landlord.

3. The terms and conditions of the final lease shall be negotiated, reviewed and approved by the County Attorney prior to execution by the Administrator.
4. The County Administrator, working in conjunction with the county's departments impacted by this Resolution, will arrange and reconfigure the premises and provide the most effective and efficient use of the property for the benefit and convenience of those citizens, residents and business interests located in Indian Land.

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council



September 18, 2017

David N. Ferguson, II  
True View Commercial Real Estate  
3708 Drayton Hall, Charlotte, NC 28270

**Re: Proposal to Lease Space to Lancaster County at The Commons at Doby's Bridge - 8451 Charlotte Highway Indian Land, SC 29707**

Dear David,

Thank you for the opportunity to propose space at The Commons at Doby's Bridge in Indian Land, South Carolina. As requested, I have outlined the lease terms the Landlord is offering for the vacancy we viewed this morning.

**Building:** The Commons at Doby's Bridge 8451 Charlotte Highway South Carolina 29707.

**Premises:** Suite 8451 being approximately 2,200 rentable square feet.  
See Exhibit A attached hereto.

**Tenants Name:** Lancaster County

**Term:** Five (5) years

**Delivery Date** December 1, 2017 provided lease is executed and Landlord is in receipt of first month's rent and insurance certificate.

**Rent**  
**Commencement** February 1, 2018

**Renewal Option:** One (1) two (2) year lease renewal option. Tenant shall give Landlord one hundred eighty (180) days prior written notice to exercise its option to renew the lease. Base Rent shall increase by 2.5% annually.

**Base Rent Rate**  
Year 1-5: \$22.60 per rentable square foot. N,N,N.

**Operating**  
**Expenses:** Tenant shall pay their prorata share of operating expenses estimated to be \$5.58 per rentable square foot. Tenant's prorata share of Operating Expenses shall commence upon Tenant opening for business in the Premises.

4600 Park Road, Suite 370, Charlotte, NC 28209 P: 704-632.1000 F: 704-333-8633

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<b><u>Landlord Improvements:</u></b>	See attached Landlord Work Letter (Exhibit B). All other improvements to the Premises shall be the sole cost and responsibility of Tenant.
<b><u>Utilities:</u></b>	Tenant shall be responsible for purchasing electricity and phone data/ services from local municipalities.
<b><u>Parking:</u></b>	Parking is available to all Tenants of the Shopping Center on a first come first serve basis.
<b><u>Lease Document:</u></b>	Landlord to provide upon acceptance of LOI between Landlord and Tenant and review of Tenant's personal financials.
<b><u>Property Management:</u></b>	Primax Properties.
<b><u>Building ADA:</u></b>	To the best of Landlord's knowledge, the Premises and Building is in compliance with the Americans with Disabilities Act.
<b><u>Hazardous Substances:</u></b>	To the best of Landlord's knowledge, the Premises and Building do not contain any hazardous substances.
<b><u>Signage:</u></b>	Tenant shall have the right to wall signage over the store front of the Premises and the vacant panel on Landlord's Monument sign (See Exhibit C). The cost to design, construct and install such signage shall be the sole cost of the Tenant.
<b><u>Security Deposit:</u></b>	Waived.
<b><u>Brokerage Commission /Agency:</u></b>	Landlord and Tenant acknowledge that Thomas A. Auer of SVN Percival Partners represents the Landlord and David N. Ferguson, II of True View Commercial Real Estate represents Tenant. Landlord shall pay leasing commission. Leasing commissions paid to brokers shall be in a separate agreement
<b><u>Duration of Proposal:</u></b>	This proposal shall be valid for (10) days upon delivery and subject to Landlord's review and approval of Tenant's financial standing.





On behalf of the property ownership I appreciate your interest in securing tenancy at The Commons at Doby's Bridge and I look forward to discussing this proposal with you. Please do not hesitate to call me with any questions.

Best Regards,  
**SVN Percival Partners, LLC**

Thomas A. Auer

**Approved by Landlord:** \_\_\_\_\_

**Date:** \_\_\_\_\_

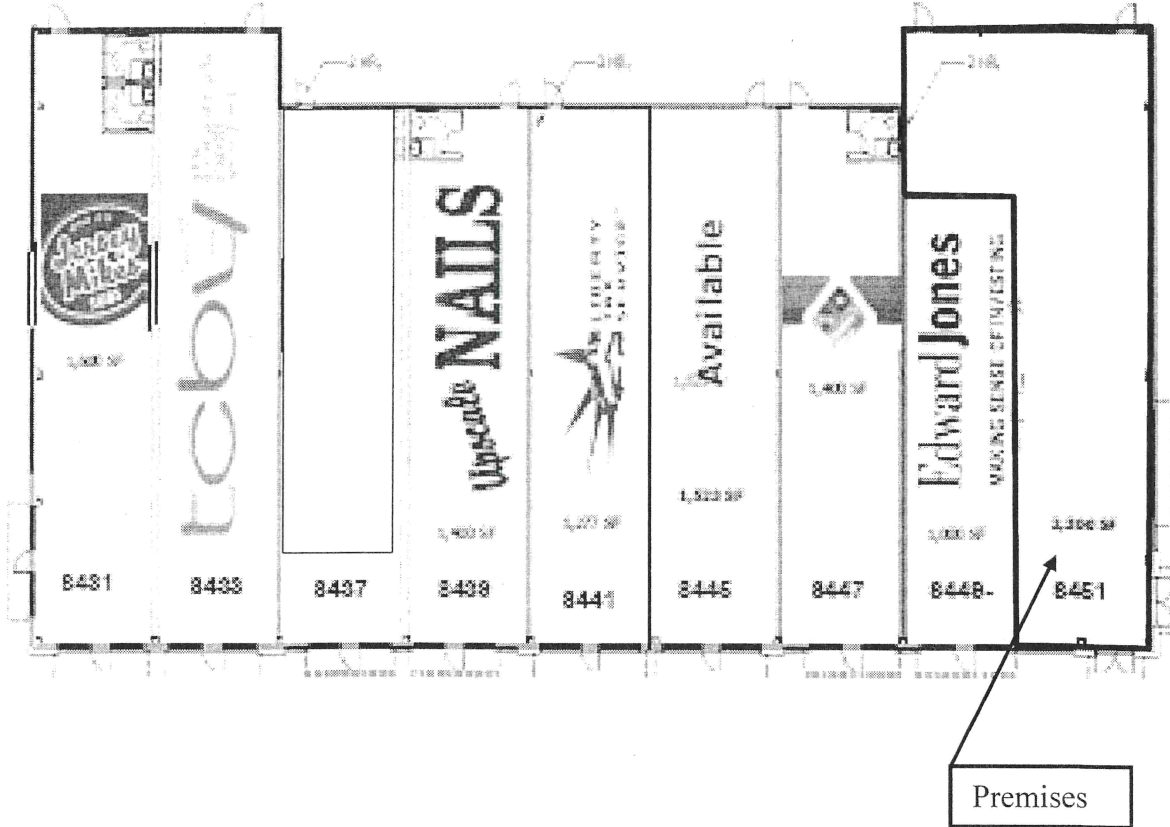
**Approved by Tenant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit A

4600 Park Road, Suite 370, Charlotte, NC 28209 P: 704-632.1000 F: 704-333-8633

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## Exhibit B

- Landlord shall delivery the Premises with all existing HVAC systems, electrical, lighting, plumbing systems and doors in good working order with roof clear of leaks (if any) upon delivery of Premises to Tenant.

4600 Park Road, Suite 370, Charlotte, NC 28209 P: 704-632.1000 F: 704-333-8633

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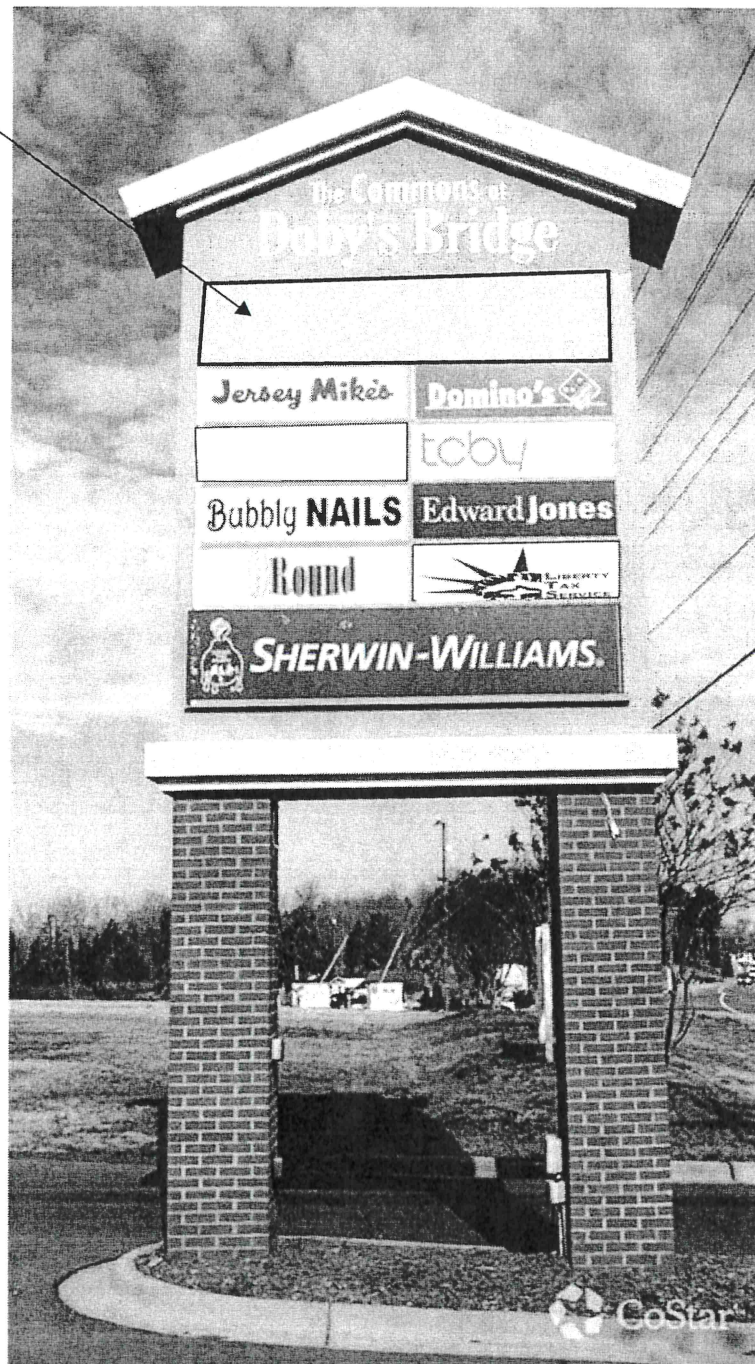
All other work to be performed by Tenant at Tenant's sole cost.



## Exhibit C

Monument Sign

Proposed panel for Tenants sign



RESOLUTION NO. 0972-R2017

**APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR THE EDGEWATER IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.**

WHEREAS, the County Council by Ordinance No. 538 enacted on June 24, 2003, authorized and provided for the issuance and sale of \$6,034,000 principal amount Edgewater Improvement District Assessment Revenue Bonds, Series 2003A, and \$7,420,000 Principal Amount Edgewater Improvement District Assessment Revenue Bonds, Series 2003B and approved the Assessment Report and the Rate and Method of Apportionment of Assessments (the "Rate and Method of Apportionment") including the Assessment Roll for the District; and

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel, including any adjustments to the Assessments, (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll as attached hereto.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council



STATE OF SOUTH CAROLINA

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)

COUNTY OF LANCASTER

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RESOLUTION NO. 0973-R2017

### A RESOLUTION

#### APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR THE EDGEWATER II IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 834 enacted on July 30, 2007, authorized the creation of the Edgewater II Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 835 enacted on July 30, 2007, authorized and provided for the issuance and sale of \$9,229,000 principal amount Edgewater II Improvement District Assessment Revenue Bonds, Series 2007A, and \$19,651,000 Principal Amount Edgewater Improvement District Assessment Revenue Bonds, Series 2007B and approved the Assessment Roll which included the Rate and Method of Apportionment of Assessments (the "Rate and Method of Apportionment"); and

WHEREAS, the Rate and Method of Apportionment provides in Section G:

The County Council shall update the Assessment Roll is to be updated each year to reflect (i) the current parcels in the district, (ii) the Assessments A and B as allocated for each parcel (including any adjustments to the Assessments), (iii) the principal portion of the Assessments for each parcel, (iv) the Annual Assessments A and B for each parcel, (v) the Annual Credits A and B and Annual Payments A and B to be collected from each parcel for the current Assessment year, (vi) prepayments of the Assessments A and B, and (vii) termination of the Assessments A and B.

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2017 and Collection in 2018 dated September 13, 2017 (the "2017 Assessment Roll").

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll as attached hereto.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 0974-R2017

### A RESOLUTION

#### APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR THE SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 677 enacted on October 3, 2005, authorized the creation of the Sun City Carolina Lakes Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 678 enacted on November 28, 2005, authorized and provided for the issuance and sale of \$20,000,000 principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 and approved the Assessment Report and the Rate and Method of Apportionment of Assessments (the "Rate and Method of Apportionment") including the Assessment Roll for the District; and

WHEREAS, the Rate and Method of Apportionment provides in Section F:

The County Council shall update the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel, including any adjustments to the Assessments, (iv) the Annual Payment to be collected from each Parcel for the current Assessment Year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll; and

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2017 and Collection in 2018 dated September 8, 2017 (the "2017 Assessment Roll").

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll as attached hereto.



**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

RESOLUTION NO. 0975-R2017

### A RESOLUTION

#### APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR BOND AREA 1 OF THE WALNUT CREEK IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, as amended by Ordinance No. 2015-1367 enacted on December 14, 2015 (as so amended, the "Improvement District Ordinance"), authorized the creation of the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District") and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the "Original Rates and Methods of Apportionment") including the Assessment Rolls for the District; and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the "Series 2006B Bonds"); provided that the Series 2006B Bonds have been redeemed in full and are no longer outstanding; and

WHEREAS, pursuant to the Improvement District Ordinance, the District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), and the County Council approved a Rate and Method of Apportionment of Assessment A, including the Assessment Roll A for each Bond Area of the District (hereinafter referenced as "Rate and Method of Apportionment for Bond Area 1", "Rate and Method of Apportionment for Bond Area 2" and "Rate and Method of Apportionment for Bond Area 3" and, together, the "Rates and Method of Apportionments"); and

WHEREAS, pursuant to the authorization of Ordinance No. 2015-1368 enacted on December 14, 2015 (the "Bond Ordinance"), the County issued (1) \$8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds (the "Series 2016A-1 Bonds"), (2) \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-2 Bonds"), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"); and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A; and

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2017 and Collection in 2018 for Bond Area 1 dated September 8, 2017 (the "2017 Assessment Roll").

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll for A Bond Area 1 of the District as attached hereto.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council



**RESOLUTION NO. 0976-R2017**

**APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR BOND AREA 2 OF THE WALNUT CREEK IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.**

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the “Series 2006A Bonds”) and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the “Series 2006B Bonds”); provided that the Series 2006B Bonds have been redeemed in full and are no longer outstanding; and

WHEREAS, pursuant to the authorization of Ordinance No. 2015-1368 enacted on December 14, 2015, the County issued (1) \$8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2017A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds (the “Series 2017A-1 Bonds”), (2) \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the “Series 2006A-2 Bonds”), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the “Series 2006A-3 Bonds”); and

WHEREAS, Pursuant to Ordinance No. 2016-1393 enacted on November 14, 2016, the County issued \$3,380,000 Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (secured solely by and payable from Assessments related to Bond Area 2), to defray the costs of certain infrastructure projects within or for the benefit of Bond Area 2 of the District; and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in Bond Area 2 of the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to Assessment A, (iii) the Principal Portion of the Assessment A for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A, and (vii) termination of the Assessment A; and

WHEREAS, David Taussig & Associates, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll A for Imposition of Assessments in 2017 and Collection in 2018 for Bond Area 2 dated September 15, 2017 (the "2017 Assessment Roll A").

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll A for Bond Area 2 of the District as attached hereto.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

**RESOLUTION NO. 0977-R2017**

**A RESOLUTION**

**APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR BOND AREA 3 OF THE WALNUT CREEK IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.**

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, as amended by Ordinance No. 2015-1367 enacted on December 14, 2015 (as so amended, the "Improvement District Ordinance"), authorized the creation of the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District") and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the "Original Rates and Methods of Apportionment") including the Assessment Rolls for the District; and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the "Series 2006B Bonds"); provided that the Series 2006B Bonds have been redeemed in full and are no longer outstanding; and

WHEREAS, pursuant to the Improvement District Ordinance, the District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area")), and the County Council approved a Rate and Method of Apportionment of Assessment A, including the Assessment Roll A for each Bond Area of the District (hereinafter referenced as "Rate and Method of Apportionment for Bond Area 1", "Rate and Method of Apportionment for Bond Area 2" and "Rate and Method of Apportionment for Bond Area 3" and, together, the "Rates and Method of Apportionments"); and

WHEREAS, pursuant to the authorization of Ordinance No. 2015-1368 enacted on December 14, 2015 (the "Bond Ordinance"), the County issued (1) \$8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds (the "Series 2016A-1 Bonds"), (2) \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-2 Bonds"), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"); and



WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in Bond Area 3 of the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to Assessment A, (iii) the Principal Portion of the Assessment A for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A, and (vii) termination of the Assessment A; and

WHEREAS, David Taussig & Associates, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll A for Imposition of Assessments in 2017 and Collection in 2018 for Bond Area 3 dated September 15, 2017 (the "2017 Assessment Roll A").

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Lancaster County, South Carolina:

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll A for Bond Area 3 of the District as attached hereto.

**THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.**

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

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STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF LANCASTER        )

ORDINANCE NO. 2017-1466

**AN ORDINANCE**

**TO CONVEY TO THE STATE OF SOUTH CAROLINA THAT ROAD IDENTIFIED AS FISH HATCHERY ROAD THAT IS UTILIZED BY THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES (DNR) IN CONJUNCTION WITH ITS OPERATION AND MANAGEMENT OF SPRING STEVENS FISH HATCHERY.**

**WHEREAS**, at present, Lancaster County is the accepted owner of a roadway located near Health Springs and known as Fish Hatchery Road; and

**WHEREAS**, Lancaster County's ownership of the roadway has been established through a prescriptive easement, the roadway's boundaries having no defined right of way; and

**WHEREAS**, the roadway winds in a southwesterly direction through real properties owned principally by the State, Fish Hatchery Road serving as the DNR's access to the Spring Stevens Fish Hatchery. Further, although the roadway has been maintained periodically by Lancaster County, it is in disrepair. The State has agreed to undertake necessary repairs and upgrades to Fish Hatchery Road upon ownership being transferred to the State.

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

**Section 1.** The Lancaster County Administrator hereby is authorized to convey via Quit Claim deed to the State of South Carolina all of its right, title and interest in and to Fish Hatchery Road.

**Section 2.**     **Severability.**

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

**Section 3.     Conflicting Provisions.**

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

**Section 4.     Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Charlene McGriff, Vice-Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	8-28-2017	Passed 7-0
Second Reading:	9-12-2017	Passed 7-0
Public Hearing:	9-25-2017	
Third Reading:	9-25-2017	

# The Lancaster News

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

## NOTICE OF PUBLIC HEARING

### Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, September 25, 2017, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2017-1466, an ordinance titled "AN ORDINANCE TO CONVEY TO THE STATE OF SOUTH CAROLINA THAT ROAD IDENTIFIED AS FISH HATCHERY ROAD THAT IS UTILIZED BY THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES (DNR) IN CONJUNCTION WITH ITS OPERATION AND MANAGEMENT OF SPRING STEVENS FISH HATCHERY." At the public hearing and any adjournment of it, all interested persons may be heard in accordance with the rules of the Lancaster County Council.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *September 8, 2017.*

*Berita E. Gubb*

Notary Public of South Carolina

My Commission Expires  
January 13, 2021.



## Agenda Item Summary

Ordinance # / Resolution: 2017 - 1469  
Contact Person / Sponsor: Steve Willis  
Department: Administrator  
Date Requested to be  
Considered by Council: September 25, 2017

**Issue for Consideration:** Whether or not it is appropriate and in the best interest of the citizens and residents of Lancaster County to enact this ordinance for the peace and safety of its population?

**Points to Consider:** Concerns for safety that have been voiced by those in the more populated portions of northern Lancaster County have prompted attention being given to this topic.

**Funding and Liability Factors:** N/A. This ordinance, if passed, will be enforced by the Sheriff during the normal course of his deputies' daily responsibilities.

**Council Options:** Approve or reject the ordinance.

**Public Safety Committee Recommendation:** Approval

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STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF LANCASTER        )

ORDINANCE NO. 2017-1469

**AN ORDINANCE**

**TO AMEND THE LANCASTER COUNTY CODE OF ORDINANCES BY THE ADDITION OF CHAPTER 23, ARTICLE FIVE, SO AS TO DEFINE AND IDENTIFY THE LANCASTER COUNTY REGULATIONS CONCERNING THE ACTIVITIES OF THOSE PERSONS IDENTIFIED AS PEDDLERS, HAWKERS AND SOLICITORS.**

**WHEREAS**, Lancaster County Council is empowered to enact regulations that provide for the general health, safety and welfare of its citizens and residents, and

**WHEREAS**, the Council has received reports from both individuals within the County and from law enforcement officials regarding numerous unsolicited intrusions upon the private, real property of homeowners and tenants whereby offers to sell a variety of goods and services have been made that, in turn, has caused trepidation for those property owners and occupants in many instances.

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

**Section 1.** The Lancaster County Code of Ordinances is amended so as to add thereto the following sections:

**Section 23-70 – Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Peddler” means any person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise, or services; except vendors of newspapers, magazines, vegetables, tobacco, provisions of any

kind or agricultural products or to sales by sample by persons traveling or established commercial houses.

“County” means the County of Lancaster.

“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 unity, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

### **Section 23-71 – General prohibitions**

No peddler shall:

- (1) Enter upon the private roads of a subdivision or upon the private property of a person where the property has clearly posted a visible sign indicating a prohibition against peddling, soliciting and/ or canvassing.
- (2) Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling indicating a prohibition against peddling, soliciting and/or canvassing.
- (3) Refuse to leave a subdivision or private property after having been notified by the owner or occupant thereof, or his agent, to leave the premises and not return.
- (4) Engage in the business of peddling within the county except by specific appointment with or invitation from the prospective customer.

### **Section 23-72 – Violations**

Violation of any provision of this chapter may be subject to a fine not exceeding \$500.00, imprisonment not exceeding 30 days, or both. Each day or portion thereof during which a violation of any ordinance of this provision is continued or committed is a spate offense.

### **Section 2. Severability.**

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

**Section 3.     Conflicting Provisions.**

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

**Section 4.     Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:        9-25-2017  
Second Reading:    10-9-2017     (Tentative)  
Third Reading:      10-23-2017    (Tentative)



## Agenda Item Summary

Ordinance # / Resolution#: Ordinance No. 2017-1470

Contact Person / Sponsor: Kimberly Hill

Department: Finance

Date Requested to be on Agenda: Council Regular Meeting September 25, 2017

**Issue for Consideration:**

Amendments to the FY2018 Budget.

**Points to Consider:**

The budget ordinance as presented reflects a balanced budget. The changes being proposed are explained below:

General Fund:

Item	Cost	Funding Source
Fire Study	\$49,800	Fund Balance
Easement	\$20,000	Fund Balance
3 Replacement Stretchers—EMS	\$45,200	Fund Balance
Skid Steer—Public Works	\$110,000	Fund Balance for \$80,000 & \$30,000 estimated from trade-in
EMS Vehicle	\$60,000	Fund balance—received \$19,000 in insurance last year which rolled into fund balance because it came so late in the year
Indian Land Satellite Site	\$86,538	Stormwater (\$6,898) and General Fund Fund Balance (\$79,640)—Annual Rent and utilities will have to be picked up next year by millage in GF (recurring expense)
Legal	\$100,000	Fund Balance

Other Funds:

Stormwater	\$1,027,690	Stormwater Fee(s)
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Also included, in order to provide funding for the stormwater fund, are the stormwater fee passed by Council at the September 11 meeting and the plan review fee.

**Funding and Liability Factors:**

This will amend our current budget.

**Council Options:**

Whether or not to approve of the FY2017-2018 budget amendment.

**Recommendation:**

Approve.

# ATTACHMENT TO AGENDA SUMMARY

Accounts	Revenues		Notes
	Budget Partial Year	Budget Full Year	
\$60 Fee w cap	987,690.00		
\$250 Plan Review	40,000.00		
Wages & Salaries Full Time	183,125.00	343,500.00	Begin with Engineer, Admin, Tech, Field Inspector; add additional staff in future
Wages & Salaries Over Time	1,500.00	3,000.00	
FICA	14,290.00	19,000.00	
SC Retirement Contribution	25,325.00	33,675.00	
Health/Life Ins	30,370.00	63,375.00	
Workers Comp	5,360.00	7,080.00	
Travel, Training, Dues	6,000.00	10,000.00	
Supplies-General	7,000.00	7,000.00	
Supplies-Postage	6,000.00	6,000.00	
Equipment-General	10,000.00	10,000.00	
Equipment-Capital	50,000.00		Vehicles (removed for future years)
Utilities-Telephone	6,500.00	7,000.00	
Maintenance-Vehicles	1,500.00	3,000.00	
Gasoline	3,500.00	5,000.00	
Maintenance-Service Agreement	3,000.00	3,000.00	Software
Contractual Services (CS)	244,913.00	150,000.00	Testing, plan review assistance
CS-Printing	3,000.00	3,000.00	
Special Projects	115,000.00	351,060.00	Camera work; pipe replacement; etc.
Lease Copiers	3,000.00	3,000.00	
Reserve--Fund Balance Policy	308,307.00		Remove once built in first year
Reserve--Capital Projects			Unexpected or necessary projects
<b>Total</b>	<b>1,027,690.00</b>	<b>1,027,690.00</b>	

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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)  
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ORDINANCE NO. 2017-1470

~~Indicates Matter Stricken~~

Indicates New Matter

### AN ORDINANCE

TO AMEND ORDINANCE NO. 2017-1447, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 (FY 2017-2018), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR.

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

#### **Section 1. Appropriations; Detailed Budget.**

(a) Section 2. of Ordinance No. 2017-1447 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2017 and ending June 30, 2018 ('FY 2017-2018):

APPROPRIATIONS	AMOUNT
Airport Fund	232,233
Capital Improvement Fund	1,826,832
Capital Project Sales Tax 2	12,884,471
County Debt	6,524,686
County Transportation Committee Fund	2,850,000
Court Mandated Security	1,371,695
Development Agreement Fund	302,000
E-911 Fund	598,945
General Fund	51,219,774
	<u>51,654,414</u>
Hospitality Tax Fund	950,000
Indian Land Fire Protection District Fund	704,438
Local Accommodations Tax Fund	55,000
Pleasant Valley Fire Protection District Fund	630,294
Recreation Fund	2,564,282
Victims Services Fund	93,000
State Accommodations Tax Fund	107,581
Sunday Alcohol Sales Tax Fund	7,000
<u>Stormwater Fund</u>	<u>1,027,690</u>

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2017-1447, for the following items:

General Fund		Revenue	Expense
	Supplemental Revenue- Fund Balance	\$434,640	
	Fire Study		49,800
	Easement		20,000
	Replacement Stretchers (3)		45,200
	Skid Steer		\$80,000
	Emergency Medical Services Vehicle		\$60,000
	Indian Land Satellite Office rent, renovations, & upfits		\$79,640
	Legal		\$100,000
Stormwater Fund	Supplemental Revenue- Stormwater Fee & Plan Review Fee	1,027,690	
	Stormwater Department		1,027,690

#### **21.00 STORMWATER FEES**

Residential Stormwater Fee	Per Equivalent Residential Unit	\$60.00
Commercial Stormwater Fee	Per Equivalent Residential Unit	\$60 max. 35% of real property tax or incentive fee*
Plan Review Fees	Per disturbed acre	\$250.00

\*For commercial properties exempt from real property taxes, the 35% max. is not applicable

#### **Section 4. Severability.**

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

#### **Section 5. Conflicting Provisions.**

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

#### **Section 6. Effective Date.**

This ordinance is effective upon Third Reading.



**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	September 25, 2017	
Second Reading:	October 9, 2017	(Tentative)
Public Hearing:	October 9, 2017	(Tentative)
Third Reading:	October 23, 2017	(Tentative)

## Administration Committee Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2017-1471
Contact Person / Sponsor:	Jamie Gilbert
Department:	Economic Development
Date Requested to be on Agenda:	September 25, 2017

### **Issue for Consideration:**

Simpson Electric is a 100 employee Charlotte, North Carolina based residential electrical contractor that is planning to relocate its operations to Perimeter 521 Business Park in Indian Land. The company will construct a 10,000 state-of-the-art operations center at the park and make a capital investment of \$1,250,000. Simpson Electric is a sixty-three year old, family owned business that is the largest residential electrical contractor in the Charlotte Region. The average wage for employees at Simpson Electric is \$21/hour.

The Lancaster County Department of Economic Development, in its recruitment of Simpson Electric, recommended the county award the company a Special Source Revenue Credit of 50% annually for five years to be applied against the company's ad valorem real and personal property taxes.

### **Points to Consider:**

The county has expressed its commitment to assist local, family owned businesses with strong reputations. Simpson Electric is a proven company with an outstanding reputation in the construction industry that will bring good paying jobs to the county.

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

There is no funding required or liability factors.

### **Committee Options:**

Vote to approve or decline sending Ordinance 2017-1471 to the Lancaster County Council for review and consideration.

### **Recommendation:**

Approve sending Ordinance 2017-1471 to the Lancaster County Council for review and consideration.

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1471

COUNTY OF LANCASTER

)

**AN ORDINANCE**

**TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY, DANNY SIMPSON AND SIMPSON ELECTRIC COMPANY PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.**

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

**Section 1. Findings.**

The Council finds that:

(a) Lancaster County, South Carolina (the “County”), acting by and through its County Council (the “Council”) is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “SSRC Law”), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(b) Danny Simpson, individually, and Simpson Electric Company (collectively, the “Company”) is considering investing over seven (7) years, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties, in real and personal property located in the County, the cost of which is estimated to be approximately \$1,250,000 (the “Project”);

(c) the Project is anticipated to result in approximately 100 jobs of which at least 50 will be jobs that meet the County’s criteria for incentives;

(d) pursuant to Resolution No. 0961-R2017, adopted June 12, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits to the Company and detailing the terms of the provision of special source revenue credits with respect to the Project;

(e) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Company (the “SSRC Agreement”), which provides for special source revenue credits equal to fifty percent (50%) of the annual payments in lieu of tax for the first five years of the Project; and

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

## **Section 2.      Approval of SSRC Agreement.**

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the SSRC Agreement is hereby authorized, ratified, and approved.

## **Section 3.      Statutory Findings.**

The Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

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

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

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

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

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

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

## **Section 4.      Approval and Execution of SSRC Agreement.**

The form, terms, and provisions of the SSRC Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the SSRC Agreement attached to this ordinance.



**Section 5.      Economic Development Fund.**

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

(B)      It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the SSRC Agreement. Specifically, it is the Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the SSRC Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

**Section 6.      Authority to Act.**

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

**Section 7.      Severability.**

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

**Section 8.      Controlling Provisions.**

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

**Section 9.      Effective Date.**

This ordinance takes effect upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	September 25, 2017	
Second Reading:	October 9, 2017	(Tentative)
Public Hearing:	October 23, 2017	(Tentative)
Third Reading:	October 23, 2017	(Tentative)

**Exhibit A to Ordinance No. 2017-1471**

**SSRC Agreement**

See attached.

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “Agreement”) is entered into as of October 23, 2017, by and between Danny Simpson, individually, Simpson Electric Company, a North Carolina corporation (collectively with Danny Simpson, the “Company”), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### RECITALS

**WHEREAS**, the County, acting by and through its County Council (the “Council”) is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “SSRC Law”), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

**WHEREAS**, the Company is considering the construction of a corporate headquarters facility, by construction or purchase of certain Land (as defined below), buildings, structures, appurtenances, furnishings, fixtures, machinery, apparatus, and equipment, in the County (the “Project”). The Company anticipates that the Project will result in an investment over seven (7) years of approximately One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the County;

**WHEREAS**, the Project is expected to result in the employment of approximately one hundred (100) jobs of which at least fifty (50) will be full-time jobs that meet the County’s criteria for incentives;

**WHEREAS**, the County and Chesterfield County, South Carolina have established a joint county industrial and business park (the “Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “MCP Laws”), within which Park the Project is located;

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein) and the MCP Laws, all property within the boundaries of the Park is exempt from *ad valorem* taxes, however, the owners and lessees of the tax exempt property are required to make or cause to be made payments-in-lieu of *ad valorem* taxes to the County; and

**WHEREAS**, by Ordinance No. 2017-\_\_\_\_, enacted on October 23, 2017, Council authorized the execution and delivery of this Agreement.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:



## ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

*“Administrative Expenses”* shall mean the reasonable and necessary out-of-pocket expenses, including reasonable attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of any related multi-county park documents; (iii) the preparation, review, approval and execution of other documents related to this Agreement and multi-county park documents; (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents; and (v) the implementation and administration of the terms and provisions of the documents after the date of execution thereof; provided, however, that no such expense shall be considered an Administrative Expense unless the County includes in its request for reimbursement a description of the nature of the Administrative Expense, as required in Section 2.06(b) of this Agreement.

*“Agreement”* shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

*“Co-Investor”* shall mean the Company, any entity that joins with or is an affiliate of the Company and that participates in the investment in, or financing of, the Project, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such other Co-Investor intend to extend the benefits of the Special Source Revenue Credits to property owned by any such Co-Investor pursuant to this Agreement, comply with the Jobs Commitment and any additional notice requirements, or other applicable provisions, of the SSRC Law.

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

*“Company”* shall mean, individually or collectively as the context may require, Danny Simpson, an individual, and Simpson Electric Company, a North Carolina corporation, and their respective successors and assigns, as permitted herein.

*“Cost”* or *“Cost of Infrastructure”* means the cost of Infrastructure incurred by the Company, whether incurred prior to or after the date of this Agreement, including, to the extent permitted by the SSRC Law, but not limited to: (i) the cost of designing, acquiring, constructing, improving or expanding the Infrastructure; (ii) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (iii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with

the acquisition, construction, and installation of the Infrastructure; (iv) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (v) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (vi) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

“*Council*” shall mean the governing body of the County.

“*Event of Default*” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*Fee Payments*” shall mean payments-in-lieu of *ad valorem* property taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement and the MCP Laws.

“*Full-Time Job*” means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by law, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Jobs Commitment*” means the commitment of the Company and any Co-Investor to employ Full-Time Jobs with respect to the Project as set forth in Section 2.06(a) of this Agreement.

“*Land*” shall mean and refer to the real property in the County more specifically identified in the records of the County Assessor by Parcel Identification No. 0010-00-050.10 and located at 9048 Northfield Drive, Indian Land.

“*Park*” shall mean the joint county industrial and business park established pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.



*"Person"* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*"Project"* shall have the meaning ascribed to it in the Recitals.

*"Special Source Revenue Credits"* or *"Credits"* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company's Fee Payments.

*"State"* shall mean the State of South Carolina.

*"Wage Requirement"* means Seventeen Dollars (\$17.00) per hour.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations by the County.** The County represents that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the SSRC Law to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the SSRC Law and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

**Section 2.02 Statutory Accommodation.** Notwithstanding any other provision of this Agreement, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the SSRC Law. The County has made no independent legal or factual investigation regarding the particulars of the Project and it executes this Agreement in reliance upon representations by the Company that this Agreement and other documents, and the Project, comply with all laws and regulations, particularly those pertinent to industrial development projects in the State. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

**Section 2.03 No County Monetary Obligations.** This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

**Section 2.04 Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Simpson Electric Company is a corporation in good standing under the laws of the State, the Company has the power to enter into this Agreement, and by proper corporate action Simpson Electric Company has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) To the best knowledge of the undersigned representative of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) To the knowledge of the undersigned representative of the Company, there is no pending or threatened action, suit, proceeding, inquiry or investigation which would materially impair the Company's ability to perform its obligations under the Agreement.

#### **Section 2.05 Covenants of the County.**

(a) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; *provided, however*, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(b) The County covenants with the Company to maintain the Land in the Park for so long as the Company receives Special Source Revenue Credits pursuant to this Agreement.

#### **Section 2.06 Covenants of the Company.**

(a) For the Project, the Company, and each Co-Investor, agrees and commits to the number of Full-Time Jobs for the Project, paying an average hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes: (i) to have employed in Full-Time Jobs an average of not less than thirty (30) for (x) each remaining full month of the calendar year following the month in which the Company receives a certificate of



occupancy or similar type approval from the County for investments made by the Company in the Project; or (y) the six-month period ranging from July 2018 to December 2018, whichever period is later; (ii) to have employed in Full-Time Jobs an average of not less than forty (40) during the twelve month period ending December 31 of the calendar year immediately following the year in which the Company receives a certificate of occupancy or similar type approval from the County for investments made by the Company in the Project; (iii) to have employed in Full-Time Jobs an average of not less than fifty (50) during the twelve month period ending December 31 of the second calendar year immediately following the year in which the Company receives a certificate of occupancy or similar type approval from the County for investments made by the Company in the Project, and for each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit pursuant to Section 3.02 of this Agreement. The number of Full-Time Jobs shall be based on the average number of Full-Time Jobs for each month during the period in which Full-Time Jobs are measured as provided in this Section 2.06(a). The County acknowledges and agrees that in determining whether Company, or any Co-Investor, is in compliance with the provisions of this Section 2.06(a), Company, and each Co-Investor, may include in the measurement period Full-Time Jobs of the Company and any other Co-Investor in the Project.

(b) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses, *provided, however*, the maximum total reimbursement for Administrative Expenses pursuant to this subsection (b) is capped at Five Thousand Dollars (\$5,000.00).

(c) The Company acknowledges that under the MCP Laws, the Project and Land is exempt from *ad valorem* property taxes and that the Company is required to make annual Fee Payments with respect to the Project and Land in an amount equal to what such *ad valorem* property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 3.02. The Fee Payments to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes. The collection and enforcement of the Fee Payments shall be as provided in Section 12-2-90 of the Code.

**Section 2.07 Indemnification.** The Company releases the County, including the members of Council, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any other liability whatsoever, including without limitation, liability under any regulatory or environmental laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except to the extent such losses or damages are attributable to such Indemnified Party's gross negligence, willful misconduct or breach of this Agreement. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities and expenses, including, but not limited to, attorneys' fees and claims arising from such events or occurrences and arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any

covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any grossly negligent or intentional act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, lessees or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorneys' fees incurred in or in connection with any such claim, liability, or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of Council or any officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of Council or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project or terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person or other legal entity arising out of the same and all costs and expenses, including, but not limited to, attorneys' fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; *provided*, the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 2.07 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

### ARTICLE III SPECIAL SOURCE REVENUE CREDITS

**Section 3.01 Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Cost of Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue



Credits received by the Company. Upon request of the County, the Company shall provide documentation to the County reflecting the Cost of Infrastructure.

### **Section 3.02 Special Source Revenue Credits.**

(a) The County agrees to provide Special Source Revenue Credits to the Company for five (5) consecutive years equal to fifty percent (50%) of the Fee Payments on all investment in the Project in real and personal property. The County tax officials shall apply the Credits against the Fee Payments that would otherwise be due from the Company. The Special Source Revenue Credits begin with, and shall be applied to, the first Fee Payments due from the Company following the issuance of a certificate of occupancy or similar type approval from the County for investments by the Company in the Project. The Company, and each Co-Investor, must comply with the Jobs Commitment to receive the Credits and the amount of the Credits is subject to adjustment as provided in Section 3.02(e). The County acknowledges and agrees that in determining whether Company, or any Co-Investor, is in compliance with the provisions of the Jobs Commitment contained in Section 2.06(a), Company and each Co-Investor may include in the measurement period Full-Time Jobs of the Company and any other Co-Investor in the Project.

*Example No. 1.* As an example of how and when the Credits are applied, and only as an example, assume the Company is a calendar year taxpayer (January 1 through December 31), it completes construction of a facility on the Land and receives a certificate of occupancy or similar type approval from the County on June 29, 2018 to occupy and use the facility for the purposes of the Project. The County tax officials will prepare a Fee Payment bill in the fall of 2019 for the Company's real and personal property and payment will be due from the Company in January 2020 and it is this Fee Payment that will include the first of the five consecutive years of the Special Source Revenue Credits. Pursuant to the Jobs Commitment, to receive the full amount of the Credit on the Fee Payment due in January 2020, the Company will have to have had employed in Full-Time Jobs an average of not less than thirty (30) during the six-month period of July 2018 through December 2018. See Section 3.02(e) for examples of how the amount of the Credit is adjusted when the Jobs Commitment is not met.

*Example No. 2.* As another example of how and when the Credits are applied, and only as an example, making the same assumptions as in Example No. 1 above, but also assuming the Company has received Credits on the Fee Payments due in January 2020 (first year) and January 2021 (second year). To receive the Credit on the Fee Payment due in January 2022 (third year), the Company will have to have had employed in Full-Time Jobs an average of not less than fifty (50) during the twelve-month period of January 2020 through December 2020.

(b) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as payment for personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

(c) Company agrees, as soon as reasonably practicable following the end of each tax year of the Company, to submit to the County Economic Development Director a certification on Company letterhead listing the aggregate number of Full-Time Jobs maintained by the Company at the end of such tax year.

(d) For purposes of determining compliance with the Jobs Commitment, Company agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Company's filings with the State (if required to file by the State) for the preceding calendar year including: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

(e) Company agrees that the Special Source Revenue Credits for a year shall be reduced to the extent that the Company fails to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year.

*Example No. 3.* As an example of how the Credits are adjusted when the Jobs Commitment is not met, and by way of example only, using the assumptions contained in Example No. 1 in Section 3.02(a), assume that to receive the second year of the Credit the Jobs Commitment number is 40 jobs and the actual number of Full-Time Jobs satisfying the Jobs Commitment is 30, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due in January 2021 is \$50,000.00, then the reduction of the Special Source Revenue Credit pursuant to this subsection (e) would be calculated as follows:

**Jobs Commitment for period January 2019 through December 2019: 40 Full-Time Jobs**

**Jobs Maintained for period January 2019 through December 2019: 30 Full-Time Jobs**

**Special Source Revenue Credit reduction for Fee Payment due January 2021:**

$$[40 - 30] / 40 = 10 / 40 = 25\%$$

$$25\% \times \$50,000.00 = \mathbf{\$12,500.00}$$

*Example No. 4.* As an additional example of how the Credits are adjusted when the Jobs Commitment is not met, and by way of example only, making the same assumptions as in Example No. 1 in Section 3.02(a), but also assuming the Company has received Credits on the Fee Payments



due in January 2020 (first year) and January 2021 (second year), and to receive the Credit on the Fee Payment due in January 2022 (third year), assume the Company has to have had employed in Full-Time Jobs an average of not less than fifty (50) during the twelve month period of January 2020 through December 2020 and the actual number of jobs satisfying the Jobs Commitment is 40, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due in January 2022 is \$25,000.00, then the reduction of the Special Source Revenue Credit pursuant to this subsection (e) would be calculated as follows:

**Jobs Commitment for period January 2020 through December 2020: 50 Full-Time Jobs**

**Jobs Maintained for period January 2020 through December 2020: 40 Full-Time Jobs**

**Special Source Revenue Credit reduction for Fee Payment due January 2022:**

$$[50 - 40] / 50 = 10 / 50 = 20\%$$

$$20\% \times \$25,000.00: \textbf{\$5,000.00}$$

(f) Notwithstanding any other provision of this Agreement, Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 3.02(f), "cease operations" means permanent closure of the facility. Company agrees that if this Agreement is terminated pursuant to this Section 3.02(f), that under no circumstance shall the County be required to refund or pay any monies to Company. Notwithstanding the foregoing, in no event shall the occurrence of the event described in this paragraph (f) constitute an Event of Default under this Agreement.

(g) Prior to reducing the Special Source Revenue Credits, as provided in Section 3.02(e), the County shall provide notice, in the manner provided in Section 6.05, to the Company of the proposed reduction and the County shall provide the Company the opportunity to provide additional information to the County to demonstrate compliance with the Jobs Commitment.

## ARTICLE IV TITLE TO INFRASTRUCTURE

**Section 4.01 Transfer of Project.** The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; *provided, however,* that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement by passage of a resolution by Council, with such consent to be granted in the sole discretion of the Council.

## ARTICLE V DEFAULTS AND REMEDIES

**Section 5.01 Events of Default.** If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, including the failure of the Company to pay Fee Payments when due, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an “Event of Default”); *provided, however*, that no failure on the part of the Company to meet any level of the Jobs Commitment set forth in this Agreement shall constitute an Event of Default, and the sole remedies for any such failure shall be those remedies set forth in Section 3.02. Nothing in this section limits the County’s rights to enforce the collection of Fee Payments pursuant to such methods and procedures as authorized by law.

**Section 5.02 Legal Proceedings by Company or County.** Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the SSRC Law and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any and all rights and remedies provided by the applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

**Section 5.03 Remedies Not Exclusive.** No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section 5.04 Nonwaiver.** No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VI MISCELLANEOUS**

**Section 6.01 Successors and Assigns.** All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

**Section 6.02 Provisions of Agreement for Sole Benefit of County and Company.** Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 6.03 Severability.** In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein.

**Section 6.04 No Liability for Personnel of County or Company.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or Council, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of Council nor any official executing this Agreement shall be liable personally on the Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 6.05 Notices.** All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent electronically and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Lancaster County  
Attn: Steve Willis, County Administrator  
101 N. Main St. (29720)  
P.O. Box 1809 (29721-1809)  
Lancaster, SC  
Telephone: (803) 416-9300  
Fax: (803) 285-3361  
Email: [swillis@lancastercountysc.net](mailto:swillis@lancastercountysc.net)



with a copy (which shall not constitute notice) to:

Mr. Jamie Gilbert  
Economic Development Director, Lancaster County  
P.O. Box 1809  
Lancaster, SC 29721  
Telephone: (803) 286-3633  
Fax: (803) 416-9497  
Email: jgilbert@lancastercountysc.net

(b) as to the Company:

Simpson Electric Company  
Attention: Danny Simpson, President  
8916 Crump Road  
Charlotte, NC 28273  
Email: danny@simpsonelectricnc.com

with a copy (which shall not constitute notice) to:

Womble Carlyle Sandridge & Rice, LLP  
Attention: Stephanie L. Yarbrough  
5 Exchange Street  
Charleston, SC 29401  
Telephone: (843) 720-4621  
Email: styarbrough@wcsr.com

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 6.06 Applicable Law.** The laws of the State shall govern the construction of this Agreement.

**Section 6.07 Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

**Section 6.08 Amendments.** This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved by passage of a resolution by Council.

**Section 6.09 Waiver.** Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.



**Section 6.10 Effective Date.** This Agreement shall become effective as of the date first written above.

**Section 6.11 Termination.** (a) The term of this Agreement shall be from the effective date of this Agreement until December 31, 2023 unless earlier terminated pursuant to Section 3.02(f) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to this Section 6.11(b).

(b) From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty (30) days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid.

**Section 6.12. Confidential Information.** (a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

**[EXECUTION PAGES FOLLOW]**

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

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Steve Harper, Chair, County Council

By: \_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

**ATTEST:**

By: \_\_\_\_\_  
Sherrie Simpson, Clerk to Council

[COMPANY SIGNATURES FOLLOW ON NEXT PAGE]

**SIMPSON ELECTRIC COMPANY**

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

**Danny Simpson, individually**

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

LANCASTER COUNTY BOARD & COMMISSIONS  
APPLICATION FOR SERVICE - 2011-2012

Name WILLIAM A PARKER JR County Council District \_\_\_\_\_

Mailing Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: ACRETBILLPARKER@HOTMAIL.COM

Occupation RETIRED Place of employment \_\_\_\_\_

Address \_\_\_\_\_ Normal working hours \_\_\_\_\_

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested \_\_\_\_\_

INDIAN LAND FIRE PROTECTION DISTRICT COMMISSION

1st choice \_\_\_\_\_ 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest TO PROVIDE GUIDANCE AND SUPPORT TO THE INDIAN LAND FIRE PROTECTION DISTRICT.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) HAVE THIRTY NINE YEARS OF FIRE FIGHTING AND FIRE SERVICE MANAGEMENT EXPERIENCE AT BOTH THE CAREER AND VOLUNTEER LEVEL.

Do you presently serve any State, County or Municipal Boards? NO If yes, list \_\_\_\_\_

Have you ever served on a county board? NO If yes, list \_\_\_\_\_

Additional pertinent information \_\_\_\_\_

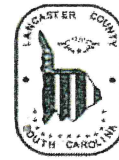
Applicant's signature William A Parker Jr Date AUG 17, 2015

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Debbie Hardin, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721



LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name SCOTT McMULLEN County Council District \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City/Zip \_\_\_\_\_  
Street Address \_\_\_\_\_ Registered Voter yes X no \_\_\_\_\_  
Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_  
Email: SMCMULLEN01@Comporium.NET  
Occupation PROJECT ENGINEER Place of employment BOSCH REXROTH  
Address 14001 SOUTH LAKES DRIVE Normal working hours 8-5  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)  
Name of Board or Commission in which you are interested \_\_\_\_\_  
1st choice INDIAN LAND FIRE PROTECTION DISTRICT BOARD 2nd choice \_\_\_\_\_  
3rd choice \_\_\_\_\_

Reason for interest

LIFE LONG IN THE FIRE SERVICE. I FEEL I CAN  
BE A BENEFIT TO THE COMMUNITY WITH MY  
PAST HISTORY IN THE FIRE SERVICE.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I HAVE BEEN IN THE FIRE SERVICE FOR 28 YRS  
IN NEW YORK STATE. I SERVED AS A FIRE FIGHTER,  
LINE OFFICER AND CHIEF OF THE DEPARTMENT.  
I HAVE A BACHELOR'S DEGREE IN LEADERSHIP MANAGEMENT

Do you presently serve any State, County or Municipal Boards? NO If yes, list \_\_\_\_\_

Have you ever served on a county board? NO If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature Scott McMullen Date 9/20/2017  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name FRED VERRY CATOIE County Council District Advisor

Mailing Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: Fcatoi@yahoo.com

Occupation Lineman Place of employment Comparium

Address Market Street Normal working hours 6:30 - 5:00  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice LCHC 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

History of the County

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I have a deep knowledge of the history of Lancaster County

Do you presently serve any State, County or Municipal Boards? No If yes, list \_\_\_\_\_

Have you ever served on a county board? No If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature [Signature] Date 9-7-17

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Lee Weeks

Department: Delinquent Tax

Date Requested to be on Agenda: 9/25/2017

### **Issue for Consideration:**

To enter into discussions or agreement to contract with American Financial Credit Services, Inc. (AFCS) for their services in regards to collecting and or resolving outstanding Business Personal Property (BPP) taxes.

### **Points to Consider:**

As of 8/30/17 there are 4380 outstanding BPP tax bills, of which 1592 debts submitted to the Set Off Debt Program (2788 not submitted). AFCS will skip trace, then attempt to contact these businesses to resolve nonpayment of taxes. Likely that most businesses are closed and or haven't filed the paperwork necessary to notify DOR or Auditor. Reviewed 2010 as test and found that 84% of tax bills were estimated bills. Cannot use Set Off Debt for: 1) Out of State 2) LLC's 3) Corporations. AFCS has pledged to inform taxpayers of the steps they should take to correct bills that are estimated or no longer open.

There is no feasible way our staff of four could perform the research and make the phone calls to properly attempt collection of some many tax bills on a routine basis.

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

AFSC will receive payment through inclusion of a 20% premium paid by the debtor in addition to what's owed to the County. County will receive full payment and no adjustment required. Initially will need to mail a 30 day notice to debtor. This is to allow the taxpayer to make payment to avoid collection by outside party. Code 12-4-340 authorizes outside collection agency to collect on our behalf.

### **Council Options:**

Basically, options are to use AFCS's service or choose not.

### **Recommendation:**

To use AFSC's services for a period of time, perhaps one or two years, and determine if the services are worthy of pursuing for longer use.



## Government Revenue Solutions

American Financial Credit Services (AFCS) provides revenue solutions for a variety of government debt, including taxes, fines, child support, transportation-related fees and more. Regardless of your population size, our solutions offer consistent levels of services across the spectrum of small towns, large counties, and state agencies. AFCS is an ethically and financially sound firm, conducting operations in full compliance with all federal and state regulations (IN, OH, IL, KY, SC and FL). Your citizens are treated with respect and support, while being mindful of your desire to professionally represent their interests.

We created our County Delinquent Personal Property Tax program (at no cost to the county) after being approached by Indiana County Treasurers who were looking for new options to increase recovery. As a result, we now assist a variety of local governmental entities with managing and collection delinquent receivables, returning over \$76,000,000 to Indiana's Counties since inception.

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### Program Features

Our financial performance is determined by a dedicated management and government team within AFCS. Our debt management professionals have a specialized working knowledge of government needs and are capable of addressing the complex regulatory requirements for government agency collections. Taking a customized approach to the following areas, enables AFCS to deliver superior results:

- Delinquent Personal Property Tax Collection
- Publicly-owned Utilities & Hospital AR Solutions
- Local Income Tax Collection
- Correctional Probation Fee Collection
- Child Support Fee Recovery
- Demand Notice Letter Service
- Court Fines and Fee Collection

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### Benefits and Outcomes

- All accounts are skip-traced, contacted by letter and telephone free of charge.
- Municipalities receive reports providing feed back on account activity to facilitate update of databases and tax files. Finance officials and staff are given internet access to view/audit all accounts.
- Taxpayers can access our webpage to ask questions, make payments or use our internet check system.
- If you are using a local attorney, our process is designed to complement their efforts.
- Our services are free of charge for all government clients.

For more information and testimonials,  
please visit us at: <http://www.afcsoptions.com/rece-gov.html>

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**About AFCS:** At American Financial Credit Services (AFCS) you get the advantage of fully integrated interactive technologies supporting online bill payment, internet client access to view accounts, state-of-the-art power dialing, hands-free skip tracing, electronic remittance and electronic funds transfer just to name a few. To schedule a consultation, please contact 1-888-317-2327.

**AMERICAN FINANCIAL  
CREDIT SERVICES, INC.**







## **BEAUFORT COUNTY TREASURER**

**P. O. Drawer 487**

**Beaufort, South Carolina 29901-0487**

**(843) 255-2600 FAX (843) 255-9489**

**BeaufortCountyTreasurer.com**

September 12, 2017

RE: Testimonial - American Financial Credit Services

It is the goal of the Beaufort County Tax Collector to have four to six collection programs so delinquent accounts may be directed, based on the type of owner, property type, dollar amount, etc., to the program that will most effectively collect the delinquent taxes due. Prior to working with American Financial Credit Services (AFCS), the Treasurer's Office pursued delinquent taxes using two collection programs, the delinquent tax sale and the Setoff Debt program, facilitated by the South Carolina Department of Revenue (DOR). Neither method was effective in the pursuit of delinquent business personal property.

Additionally, business personal property, as a property type, had the largest total of outstanding delinquent taxes. As a result, it was important for the Treasurer's Office to identify a delinquent collections program that would effectively pursue this property type.

In January of 2017, the Beaufort County Treasurer's Office contracted with AFCS to pursue the collection of delinquent business personal property accounts. Since then we have satisfied over 500 delinquent business personal property accounts and collected over \$100,000, without any additional costs incurred by Beaufort County. This does not include the many accounts that have been removed from our tax roll, prompted by AFCS contacting the business owner, due to the business being closed or never operating.

AFCS walked us through the implementation process, attended our County Council presentation in support of the program, and have provided us the data and reporting we have needed to validate our work through their Client Portal. The Client Portal is easy to use and contains all the details needed to monitor the progress of each delinquent account. Managing and communicating with AFCS is so simple that, under the supervision of the Tax Collector, our entry-level delinquent staff members handle the day-to-day data validation, communication with AFCS and delinquent account management.

As a tax collection office, the ability to yield financial results was a top priority but, as an elected representative, courtesy and expertise was an equal priority. AFCS has proven to be comprised of reliable technology and qualified professionals focused on customer service, to the taxpayers and Treasurer's Office alike. The most significant testament of AFCS is that we have not received a single complaint from a taxpayer regarding their exchange with AFCS.

We would highly recommend American Financial Credit Services to any jurisdiction looking to effectively and respectfully pursue delinquent taxes. They have become a valuable resource of our office and the Tax Collector. Furthermore, we are happy to share our notification letters and processes to help with the implementation of AFCS' services.

## Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Information Item
Contact Person / Sponsor:	Darren Player/ Steve Willis
Department:	Fire Rescue/ Admin
Date Requested to be on Agenda:	September 25, 2017

**Issue for Consideration:**

Assistance to Firefighter grant information.

**Points to Consider:**

Last month Council authorized pre-approval to accept Assistance to Firefighter grants, if awarded, to Kershaw Fire Department and McDonald Green Fire Department.

Kershaw has applied for equipment and apparatus (rescue truck) while McDonald Green is equipment only.

We have received information that the grant request by McDonald Green was approved.

**Funding and Liability Factors:**

Funding would come from the Grant Acceptance Fund.

McDonald Green is a \$1,237 local match; total grant of \$25,991

**Council Options:**

No action needed – this is for information only as Council has already acted.

**Staff Recommendation:**

N/A

**Committee Recommendation:**

N/A

## Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	September 25, 2017

**Issue for Consideration:**

Grant for Impaired Driving Enforcement Deputy.

**Points to Consider:**

The original grant request was for two deputies but the funding was reduced for one deputy.

This deputy would be assigned to Uniform Patrol for the specific purpose of detecting and apprehending drivers under the influence of alcohol and/ or drugs.

The grant covers the cost of the deputy and related law enforcement equipment.

This is a 100% grant so no action is needed by County Council.

**Funding and Liability Factors:**

Grant is a 100% grant (no local match required) in the amount of \$157,116.

**Council Options:**

No action is required as this is a 100% grant but we do want to make sure that Council is aware of this grant.

**Staff Recommendation:**

N/A but I do commend Sheriff Faile for proactively seeking grant funding to better protect our citizens.

**Committee Recommendation:**

N/A but Public Safety was briefed when the grant was applied for.



SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
P. O. BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

**GRANT AWARD**

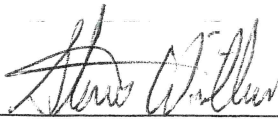
Subgrantee: Lancaster County  
Grant Title: Enhanced Impaired Driving Unit  
Grant Period: 10/1/2017 - 9/30/2018 Date of Award: September 13, 2017  
Amount of Award: \$157,116 Grant No.: M4HVE-2018-HS-49-18

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.616 and 20.600, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

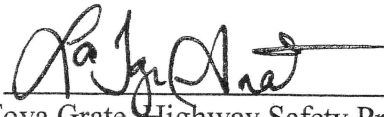
**The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below.** This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

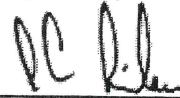


Signature of Official Authorized to Sign  
Steve Willis

ACCEPTANCE FOR THE SFA



LaToya Grate, Highway Safety Program Administrator  
Office of Highway Safety and Justice Programs



Phil Riley, Director  
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND  
UPDATED TERMS AND CONDITIONS ATTACHED.





August 31, 2017

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

Dear Mr. Willis:

Effective September 30, 2017, we will no longer carry Eleven Sports (formerly One World Sports).

On or around September 12, 2017, FXX and National Geographic will be on the SPP Select Spectrum Tier and legacy Time Warner Cable and legacy Brighthouse equivalent tiers.

Customers with questions are encouraged to call **1-888-GET CHARTER**. Should you need my assistance or have any questions related to this change, please do not hesitate to contact me at 803-251-5320 or via email at [ben.breazeale@charter.com](mailto:ben.breazeale@charter.com).

Sincerely,

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

Ben Breazeale  
Sr. Director, State Gov't Affairs-South Region  
Charter Communications



September 1, 2017

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

Re: Charter Communications - Changes

Dear Mr. Willis:

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Charter Communications subscribers in your area.

On or about September 12th, the FXX and National Geographic networks will be available on the Variety Pass and Standard tiers depending on which package chosen.

On August 30<sup>th</sup>, the Eleven Sports Channel was removed from our line up.

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (704) 378-2739 or via email at [michael.tanck@charter.com](mailto:michael.tanck@charter.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck", written over a light blue horizontal line.

Michael E. Tanck  
Director of Government Affairs  
Charter Communications

# MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, September 25 <sup>th</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, October 9 <sup>th</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, October 10 <sup>th</sup>	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room, Administration Building
Tuesday, October 10 <sup>th</sup>	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, October 12 <sup>th</sup>	6:00 p.m.	Administration Committee Council Conference Room, Administration Building
Monday, October 23 <sup>rd</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....5:00 p.m. ... Public Safety Committee  
 The Tuesday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....3:00 p.m. ... Infrastructure and Regulation Committee  
 The Thursday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Thursday)  
 .....6:00 p.m. ... Administration Committee  
 1<sup>st</sup> Thursday of each month .....7:00 p.m. ... Fire Commission, Covenant Street EOC Building  
 2<sup>nd</sup> Thursday of each month .....6:00 p.m. ... Zoning Appeals Board, County Council Chambers  
 2<sup>nd</sup> Tuesday of each month .....6:30 p.m. ... Recreation Commission, 260 S. Plantation  
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library  
 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) .....11:45 a.m. ... Health & Wellness Comm., various locations  
 2<sup>nd</sup> Tuesday .....6:00 p.m. ... Historical Commission, Library Conference Room  
 3<sup>rd</sup> Thursday of each month .....6:30 p.m. ... Community Relations Commission, County Council Chambers  
 1<sup>st</sup> Thursday of each month .....5:00 p.m. ... Planning Commission work session, County Council Chambers  
 3<sup>rd</sup> Tuesday of each month .....6:30 p.m. ... Planning Commission, County Council Chambers