

Lancaster County Council Regular Meeting Agenda

Monday, March 13, 2017

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Charlene McGriff**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Presentation for Risk Management Awards to Ryan Whitaker – presented by John Henderson, SCAC
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. **Non-Consent Agenda**
 - a. **2nd Reading of Ordinance 2017-1433 regarding rezoning of property of F.R. Wilkerson III/NBI Investments III, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of F.R. Wilkerson III/NBI Investments III LLC, Located At 182 Spice Road From LDR, Low Density Residential District To LI, Light Industrial District. ***Planning Commission recommended denial by a vote of 6-1. Passed 5-2 at the February 27, 2017 Council Meeting. – John Weaver – pgs. 4-5***
8. **Consent Agenda**
 - a. Minutes of the February 27, 2017 regular meeting – ***pgs. 6-11***

- b. **3rd Reading of Ordinance 2017-1430 regarding rezoning of property of Elizabeth Hill**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Elizabeth Hill, Located Between U.S. Highway 521 And Charles Pettus Road From LDR, Low Density Residential District To NB, Neighborhood Business District; And To Provide For Other Matters Related Thereto. *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the February 13, 2017 Council Meeting. Passed 7-0 at the February 27, 2017 Council Meeting. – Steve Willis – pgs. 12-13*

9. **Continuation of Non-Consent Agenda**

- a. **Resolution 0957-R2017 regarding Opposition to the South Carolina Compassionate Care Bill.**
Resolution Title: A Resolution To Express Lancaster County Council's Opposition To House Bill H.3521 And Senate Bill S.0212, Together Jointly Identified As The South Carolina Compassionate Care Bill. – *John Weaver - pgs. 14-17*
- b. **Public Hearing and 3rd Reading Of Ordinance 2017-1431 regarding budget amendment for Fiscal Year 2016-2017**
Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1398, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017 (FY 2016-2017), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. – *Passed 6-0 at the February 13, 2017 Council Meeting. Passed 7-0 at the February 27, 2017 Council Meeting. - Steve Willis/Kim Hill – pgs. 18-22*
- c. **Public Hearing and 2nd Reading Of Ordinance 2017-1429 regarding Fee In Lieu of Tax and Incentive for Akzo Nobel Coatings Inc.**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of The First Amendment To The Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County, South Carolina And Akzo Nobel Coatings Inc. – *(Favorable - Administration Committee) Passed 7-0 at the February 27, 2017 Council Meeting. - John Weaver – pgs. 23-31*
- d. **1st Reading of Ordinance 2017-1435 regarding amending Chapter 8 regarding Flood Damage Prevention of the new UDO**
Ordinance Title: An Ordinance To Amend Chapter 8, Natural Resources Protection, Section 8.17 Applicability, Subsection A. Flood Damage Prevention Of The Lancaster County Unified Development Ordinance, Relating To Insert The Effective Date For The Flood Insurance Study (FIS). – *Planning Commission recommended approval by a vote of 7-0. – Kenneth Cauthen – pgs. 32-41*

10. **Discussion and Action Items**

- a. Appointment to the Fire Commission – *Steve Willis – pgs. 42-43*
- b. SC Statewide Mutual Aid Agreement as revised 2016 – *Steve Willis/Darren Player – pgs. 44-66*

c. Information on grant applications for the Sheriff's Department – *Steve Willis – pg. 67*

d. Parks and Recreation Development (PARD) grant funding – *Steve Willis/Hal Hiott – pg. 68*

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

None at this time.

12. Miscellaneous Reports and Correspondence

a. Adjust planned expenditure for Rich Hill Fire Department – *pg. 69*

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

14. Executive Session

a. *Legal Briefing regarding two matters involving proposals for sale or purchase of real property. SC Code 30-4-40(5).*

15. Calendar of Events - *pg. 70*

16. Adjournment

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

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

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1433

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF F. R. WILKERSON III/NBI INVESTMENTS III LLC, LOCATED AT 182 SPICE ROAD FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) F.R. Wilkerson III applied to rezone property located at 182 Spice Road from LDR, Low Density Residential District, to LI, Light Industrial District.

(b) On February 21, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended to deny the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District to LI, Light Industrial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0010-00-001.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 27, 2017	Passed 5-2
Second Reading: March 13, 2017	
Third Reading: March 27, 2017	(Tentative)



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

Monday, February 27, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were Steve Willis, John Weaver, 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 or by fax in accordance with the Freedom of Information Act: *Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building 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 and announced the press notification was met. Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the invocation.

Approval of the agenda

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

Special Presentations

York Technical College's Off Campus Centers Leadership Team presented an update regarding the programs, classes, and student services available at their Indian Land location. They provided a handout, attached as Schedule A, regarding scholarships.

Dr. Paul N. McKenzie provided a presentation on the Promise Neighborhood Project.

Citizens Comments

Gary Holland, 8728 Collins Road, Fort Mill, SC, spoke regarding Ordinance 650 and an error in record keeping. Mr. Holland provided a handout, attached as Schedule B. John Weaver responded to the comments and explained the history of Ordinance 650. He recommended that no change be made to Ordinance 650.

Jeff Lamb, 4329 Rochard Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Jerry Holt, 3207 Kendall Trace, Indian Land, SC, spoke regarding the risks involved in the rezoning of the Wilkerson/McClancy property (agenda item 8e). Mr. Holt stated that he is a member of the Planning Commission. Mr. Holt provided a handout, attached as Schedule C.

Will Sperow, 7182 Harcourt Crossing, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Sara Phillips, 2045 Robert H. Kirk Road, Lancaster, SC, spoke regarding the Trap/Neuter/Return program for cats and the need to spay or neuter all pets adopted from the Lancaster Animal Shelter. Ms. Phillips provided a handout, attached as Schedule D.

Terry Peters, 7146 Harcourt Crossing, Fort Mill, SC, spoke regarding the residents of the Bridgemill neighborhood as constituents of Lancaster County.

David Bradbard, 14244 Grantham Court, Indian Land, SC, stated that he gave his time to the next person.

Gary Walbrun, 7224 Harcourt Crossing, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Bob Korkos, 5207 Kelston Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Lynnmarie Kovach, 16294 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Kate Morris, 3215 Kendall Trace, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 8e).

Consent Agenda

Larry Honeycutt moved to approve the Consent Agenda item A and item B. Seconded by Billy Mosteller. No discussion. Passed 7-0.

A. Minutes of the following meetings:

- February 13, 2017 regular county council meeting

B. **2nd Reading of Ordinance 2017-1430 regarding rezoning of property of Elizabeth Hill**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Elizabeth Hill, Located Between U.S. Highway 521 And Charles Pettus Road From LDR, Low Density Residential District To NB, Neighborhood Business District; And To Provide For Other Matters Related Thereto.

Non-Consent Agenda

Resolution 0952-R2017: A Resolution Denoting Support For The Lindsay Pettus Greenway.

Charlene McGriff moved to approve Resolution 0952-R2017. Seconded by Larry Honeycutt. Council voted 7-0 to approve Resolution 0952-R2017.

Resolution 0954-R2017: A Resolution To Acknowledge Lancaster County's Acceptance Of An Offer By Sinacori Builders, LLC To Donate Gratuitously To Lancaster County A Ten (10) Acre Tract Of Real Property Located Near The Intersection Of Harrisburg Road And Calvin Hall Road.

Brian Carnes moved to approve Resolution 0954-R2017. Seconded by Charlene McGriff.

John Weaver stated that the passage of the Resolution will allow Lancaster County to accept the donation of ten (10) acres of real property from Sinacori Builders, LLC. The title will be transferred within 30 days upon passage of the Resolution.

Terry Graham asked what buildings are currently located on the property, if any. John Weaver explained that a silo, barn and 1 house are located on the property and an environmental phase 1 test has been completed for the property.

There was no further discussion. Council voted 7-0 to approve Resolution 0954-R2017.

1st Reading of Ordinance 2017-1429 regarding Fee In Lieu Of Tax and Incentive for Akzo Nobel Coatings Inc.

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of The First Amendment To The Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County, South Carolina And Akzo Nobel Coatings Inc.

Charlene McGriff moved to approve the first reading of Ordinance 2017-1429. Seconded by Terry Graham. There was no further discussion. Council voted 7-0 to approve the first reading of Ordinance 2017-1429.

1st Reading of Ordinance 2017-1432 regarding Real Property Lease for United Global Solutions

Ordinance Title: An Ordinance To Amend The Real Property Lease Between Lancaster County And United Global Solutions As Originally Approved Through The Passage Of Ordinance No. 2015-1340.

Billy Mosteller moved to deny the 1st reading of Ordinance 2017-1432. Seconded by Larry Honeycutt.

John Weaver stated that United Global Solutions has a 5 year building lease and the company is in the third year of the lease. This Ordinance would amend the lease to allow the tenant to sublet the use of the facility for automotive repair, in addition to the current use of the facility. Billy Mosteller explained his concerns with sub-leasing county buildings and that working on cars may cause environmental issues that the County would have to pay to clean up at the end of the lease. Charlene McGriff stated that she agreed with Billy Mosteller and that the company has the option to purchase the building and then the company can move forward with any business they want. Larry Honeycutt questioned the zoning. Jack Estridge stated the company should stick to their lease or buy the building.

There was no further discussion. Council voted 7-0 to deny Ordinance 2017-1432.

1st Reading of Ordinance 2017-1433 regarding rezoning of property of F.R. Wilkerson III/NBI Investments III, LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of F.R. Wilkerson III/NBI Investments III LLC, Located At 182 Spice Road From LDR, Low Density Residential District To LI, Light Industrial District.

Charlene McGriff moved to approve the first reading of Ordinance 2017-1433. Seconded by Larry Honeycutt.

Penelope Karagounis stated that the staff and Planning Commission recommended denial of the Ordinance by a vote of 6-1, as it would be considered spot zoning. A public hearing was held before the Planning Commission on February 21, 2017 regarding this Ordinance, where several citizens spoke in opposition. Brian Carnes explained that he opposed the Ordinance. Jack Estridge stated that one group will be upset either way because of the vote. Terry Graham stated that this is a difficult issue. He stated that residents are uncertain of the future if McClancy is

sold and he asked if the property/zoning could have conditions set so that the uses cannot be changed if the property is sold. John Weaver stated that the County cannot condition zoning; however, McClancy can voluntarily set conditions.

There was no further discussion. Council voted 5-2 to approve the first reading of Ordinance 2017-1433. Steve Harper, Charlene McGriff, Larry Honeycutt, Terry Graham and Billy Mosteller voted to approve the first reading of Ordinance 2017-1433 and Brian Carnes and Jack Estridge were opposed.

2nd Reading of Ordinance 2017-1431 regarding budget amendment for Fiscal Year 2016-2017

Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1398, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017 (FY 2016-2017), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto.

Brian Carnes moved to approve the second reading of Ordinance 2017-1431. Seconded by Charlene McGriff. There was no further discussion. Council voted 7-0 to approve the second reading of Ordinance 2017-1431.

Discussion and Action Items

Committee Reports:

I&R Committee:

Larry Honeycutt reported that the I&R Committee recommended favorable approval of Resolution 0952-R2017 to full council. He stated the committee also discussed a new animal shelter and land for a garage.

Public Safety Committee:

Brian Carnes reported that the Public Safety Committee discussed several sheriff's department grants, riot equipment for the sheriff's department, mosquito control support grant, draft budgets for the Fire Fee Districts and especially the training facility in Indian Land and the STAR Team. The Committee voted to move forward a proposal to full council to purchase the Rich Hill Fire Department tanker.

Administration Committee:

Charlene McGriff reported that the Administration Committee reviewed and made recommendations on two ordinances already voted on. The Committee also reviewed draft budget requests and received an update on the relocation of one Department of Social Services

(DSS) office over into the unused Department of Health and Environmental Control (DHEC) side of the DHEC/DSS building.

Information on Amendment to Midway CDBG grant.

Steve Willis explained that this item is for information only and no action is needed from Council. CDBG grants have increased the county payment for engineering costs by \$15.

Information on Special elections to fill the Fifth Congressional seat.

Steve Willis stated that this item is for information only and no action is required by Council at this time. Due to the special election to fill the Fifth Congressional seat, Voter Registration will go over budget.

Miscellaneous Reports and Correspondence

Budget Monitoring Report – Month of January 2017.

Steve Willis explained that this item is for information only for the Council members.

Follow-up to Resolution 0949-R2017.

Steve Willis noted for the record that this Resolution was remanded to the I&R Committee. The South Carolina Department of Transportation (SCDOT) has been notified regarding the road signs and this Resolution is no longer needed and is withdrawn.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. Passed 7-0. Meeting was adjourned at 7:35 p.m.

Respectfully Submitted:

Approved by Council, March 13, 2017

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1430

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF ELIZABETH HILL, LOCATED BETWEEN US HIGHWAY 521 AND CHARLES PETTUS ROAD FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO NB, NEIGHBORHOOD BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Elizabeth Hill applied to rezone property located between US Highway 521 and Charles Pettus Road from LDR, Low Density Residential District, to NB, Neighborhood Business District.

(b) On January 17, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District to NB, Neighborhood Business District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0016-00-047.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, 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: February 13, 2017
Second Reading: February 27, 2017
Third Reading: March 13, 2017

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STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

RESOLUTION NO.: 0957 – R2017

A RESOLUTION

TO EXPRESS LANCASTER COUNTY COUNCIL’S OPPOSITION TO HOUSE BILL H. 3521 AND SENATE BILL S. 0212, TOGETHER JOINTLY IDENTIFIED AS THE SOUTH CAROLINA COMPASSIONATE CARE BILL.

WHEREAS, on January 10, 2017 (Senate) and January 18, 2017 (House), two identical bills were introduced into the South Carolina Legislature that, if passed and signed by the Governor, would amend the Code of Laws of South Carolina by enacting The South Carolina Compassionate Care Bill, copies of both Bills being attached hereto for reference; and

WHEREAS, the Bills would authorize, among other things, the medical use of cannabis, also known as marijuana, by certain individuals with certain diseases and medical conditions when recommended by physicians; and

WHEREAS, because the uses of marijuana is illegal under federal law, because the drug is considered by the federal Drug Enforcement Agency as a Schedule 1 controlled substance, because the use of marijuana has a high potential for abuse, because physicians are prohibited from prescribing marijuana and pharmacies are prohibited from dispensing marijuana under federal law and, finally, because the federal Food and Drug Administration has not approved the use of cannabis for medical purposes;

THEREFORE, BE IT RESOLVED, that the Lancaster County Council stands with the various municipal, county and state law enforcement agencies that decry the enactment of this legislation and we voice the Council’s opposition to the State legislature’s further consideration of The South Carolina Compassionate Care Bill.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2017.

Lancaster County, South Carolina

Steve Harper, Chairman, County Council

Larry Honeycutt, Secretary, County Council

ATTEST

Sherrie Simpson, Clerk to Council

South Carolina Legislature

March 08, 2017, 11:59:12 am

Session 122 - (2017-2018)

H 3521 General Bill, By McCoy, Bedingfield, Herbkersman, Hill, Long, Norrell, Putnam, Rutherford, J.E. Smith, Stavrinakis, Wheeler, Bernstein, Magnuson, King, Henegan and Taylor

Similar (S 0212)

A BILL TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, TO ENACT THE "SOUTH CAROLINA COMPASSIONATE CARE ACT" BY ADDING ARTICLE 20 TO CHAPTER 53, TITLE 44 SO AS TO AUTHORIZE THE MEDICAL USE OF CANNABIS BY CERTAIN INDIVIDUALS WITH CERTAIN DISEASES AND MEDICAL CONDITIONS; TO AUTHORIZE CERTAIN INDIVIDUALS TO ACT AS DESIGNATED CAREGIVERS IN ORDER TO ASSIST QUALIFYING PATIENTS WITH THE MEDICAL USE OF CANNABIS; TO AUTHORIZE PHYSICIANS TO RECOMMEND THE MEDICAL USE OF CANNABIS UNDER CERTAIN CONDITIONS; TO CREATE A CONFIDENTIAL REGISTRY OF APPLICANTS AND HOLDERS OF REGISTRY CARDS; TO REQUIRE THE DEVELOPMENT OF A VERIFICATION SYSTEM FOR USE BY LAW ENFORCEMENT AND MEDICAL CANNABIS ESTABLISHMENTS; TO PROVIDE CERTAIN DEFENSES AND OTHER PROTECTIONS TO, AMONG OTHERS, QUALIFYING PATIENTS, DESIGNATED CAREGIVERS, PHYSICIANS, AND LICENSED MEDICAL CANNABIS ESTABLISHMENT PRINCIPALS AND AGENTS; TO PROVIDE FOR THE OPERATION AND REGULATION OF MEDICAL CANNABIS ESTABLISHMENTS, INCLUDING CULTIVATION FACILITIES, DISPENSARIES, INDEPENDENT TESTING LABORATORIES, AND PROCESSING FACILITIES; TO PROVIDE FOR THE DEVELOPMENT OF A SEED-TO-SALE ELECTRONIC MONITORING SYSTEM TO TRACK CANNABIS COMPONENTS FROM CULTIVATION TO POINT OF SALE; TO ESTABLISH FEES AND CRIMINAL PENALTIES; TO REQUIRE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL TO PROMULGATE REGULATIONS; TO CREATE A MEDICAL CANNABIS PROGRAM FUND; AND TO ESTABLISH A MEDICAL CANNABIS ADVISORY BOARD AND TO PROVIDE FOR MEMBERSHIP AND RESPONSIBILITIES; AND TO AMEND SECTION 12-36-2120, AS AMENDED, RELATING TO SALES TAX EXEMPTIONS, SO AS TO EXEMPT THE SALE OF CANNABIS BY DISPENSARIES FROM STATE SALES TAX; AND FOR OTHER PURPOSES.

01/18/17 House Introduced and read first time (House Journal-page 15)

01/18/17 House Referred to Committee on Medical, Military, Public and Municipal Affairs (House Journal-page 15)

01/19/17 House Member(s) request name added as sponsor: King, Henegan, Taylor

South Carolina Legislature

March 08, 2017, 12:00:13 pm

Session 122 - (2017-2018)

S 0212 General Bill, By Davis, Hutto, Campbell, Kimpson, Jackson, McLeod and M.B. Matthews

Similar (H 3521)

A BILL TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, TO ENACT THE "SOUTH CAROLINA COMPASSIONATE CARE ACT" BY ADDING ARTICLE 20 TO CHAPTER 53, TITLE 44 SO AS TO AUTHORIZE THE MEDICAL USE OF CANNABIS BY CERTAIN INDIVIDUALS WITH CERTAIN DISEASES AND MEDICAL CONDITIONS; TO AUTHORIZE CERTAIN INDIVIDUALS TO ACT AS DESIGNATED CAREGIVERS IN ORDER TO ASSIST QUALIFYING PATIENTS WITH THE MEDICAL USE OF CANNABIS; TO AUTHORIZE PHYSICIANS TO RECOMMEND THE MEDICAL USE OF CANNABIS UNDER CERTAIN CONDITIONS; TO CREATE A CONFIDENTIAL REGISTRY OF APPLICANTS AND HOLDERS OF REGISTRY CARDS; TO REQUIRE THE DEVELOPMENT OF A VERIFICATION SYSTEM FOR USE BY LAW ENFORCEMENT AND MEDICAL CANNABIS ESTABLISHMENTS; TO PROVIDE CERTAIN DEFENSES AND OTHER PROTECTIONS TO, AMONG OTHERS, QUALIFYING PATIENTS, DESIGNATED CAREGIVERS, PHYSICIANS, AND LICENSED MEDICAL CANNABIS ESTABLISHMENT PRINCIPALS AND AGENTS; TO PROVIDE FOR THE OPERATION AND REGULATION OF MEDICAL CANNABIS ESTABLISHMENTS, INCLUDING CULTIVATION FACILITIES, DISPENSARIES, INDEPENDENT TESTING LABORATORIES, AND PROCESSING FACILITIES; TO PROVIDE FOR THE DEVELOPMENT OF A SEED-TO-SALE ELECTRONIC MONITORING SYSTEM TO TRACK CANNABIS COMPONENTS FROM CULTIVATION TO POINT OF SALE; TO ESTABLISH FEES AND CRIMINAL PENALTIES; TO REQUIRE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL TO PROMULGATE REGULATIONS; TO CREATE A MEDICAL CANNABIS PROGRAM FUND; AND TO ESTABLISH A MEDICAL CANNABIS ADVISORY BOARD AND TO PROVIDE FOR MEMBERSHIP AND RESPONSIBILITIES; AND TO AMEND SECTION 12-36-2120, AS AMENDED, RELATING TO SALES TAX EXEMPTIONS, SO AS TO EXEMPT THE SALE OF CANNABIS BY DISPENSARIES FROM STATE SALES TAX; AND FOR OTHER PURPOSES.

01/10/17 Senate Introduced and read first time (Senate Journal-page 110)

01/10/17 Senate Referred to Committee on Medical Affairs (Senate Journal-page 110)

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1431

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2016-1398, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 (FY 2016-2017), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2016-1398 is amended to read:

1/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, 2016 and ending June 30, 2017 ('FY 2016-2017):

APPROPRIATIONS	AMOUNT
Airport Fund	223,483
Capital Improvement Fund	1,887,024
Capital Project Sales Tax #2	9,734,690
	<u>10,424,915</u>
Capital Project Sales Tax #1	2,719,898
	<u>3,347,271</u>
County Debt	4,203,722
County Transportation Committee Fund	4,639,385
Court Mandated Security	1,308,333
E-911 Fund	625,150
General Fund	49,373,341
	<u>49,448,518</u>
Indian Land Fire Protection District Fund	605,936
Local Accommodations Tax Fund	50,000
Sunday Alcohol Sales Tax	7,000
Pleasant Valley Fire Protection District Fund	440,078
	<u>500,078</u>
Recreation Fund	2,540,062
	<u>2,555,062</u>
Development Agreement Fund	244,226

(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. 2016-1398, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue- State Library Aid	36,957	
	Technology and materials upgrades		36,957
	Supplemental Revenue- Fund Balance	38,220	
	Civil Enforcement Unit for Sheriff's Office		38,220
Capital Project Sales Tax #1 Fund	Supplemental Revenue-Fund Balance	627,373	
	Transfer to Capital Project Sales Tax #2 Fund		627,373
Capital Project Sales Tax #2 Fund	Supplemental Revenue- Transfer from Capital Project Sales Tax #1 Fund	690,225	
	Communications System		690,225
Recreation Fund	Supplemental Revenue-Sale of Land	15,000	
	Maintenance and Renovations-Boan Field		15,000
Pleasant Valley Fire Fund	Supplemental Revenue-Fund Balance	60,000	
	Equipment for new pumper tanker		60,000

Animal Shelter Fees Section 1.01

Microchip Fee	Per animal	\$10.00
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Planning Fees Section 14.02

Amendment- PDD Mixed Use District	\$2,000.00
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Planning Fees Section 14.06

Commercial Review Fee	Each	\$300 plus \$150 per disturbed acre
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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.

SIGNATURES FOLLOW ON NEXT PAGE.

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:	February 13, 2017
Second Reading:	February 27, 2017
Public Hearing:	March 13, 2017
Third Reading:	March 13, 2017

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The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2016-2017 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, March 13, 2017 at 6:30pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of an Ordinance amending the Fiscal Year 2016-2017 County Budget.

ORDINANCE 2017-1431 TO AMEND ORDINANCE 2016-1398

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 (FY2016-2017); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

		Revenue	Expense
General Fund	Supplemental Revenue- State Library Aid	36,957	
	Technology and materials upgrades		36,957
	Supplemental Revenue- Fund Balance	38,220	
	Civil Enforcement Unit for Sheriff's Office		38,220
Capital Project Sales Tax #1 Fund	Supplemental Revenue- Fund Balance	627,373	
	Transfer to Capital Project Sales Tax #2 Fund		627,373
Capital Project Sales Tax #2 Fund	Supplemental Revenue- Transfer from Capital Project Sales Tax #1 Fund	690,225	
	Communication System		690,225
Recreation Fund	Supplemental Revenue- Sale of Land	15,000	
	Maintenance and Renovations-Boan Field		15,000
Pleasant Valley Fire Fund	Supplemental Revenue- Fund Balance	60,000	
	Equipment for new pumper/tanker		60,000

Animal Shelter Fees Section 1.01

Microchip Fee	Per animal	\$10.00
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Planning Fees Section 14.02

Amendment- RBD Mixed Use District	\$2,000.00
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Planning Fees Section 14.06

Commercial Review Fee	Each	\$300 plus \$150 per disturbed acre
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At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

published in The Lancaster

J. Shaban
Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1429

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND AKZO NOBEL COATINGS INC.

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

Section 1. **Findings; Purpose.**

(A) The Lancaster County Council finds that:

(1) Lancaster County, South Carolina (hereinafter referred to as the "County"), acting by and through its Council (the "Council"), is empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, codified as Chapter 44, Title 12 of the Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into fee agreements with industries in connection with the acquisition, enlargement or improvement of industrial and commercial enterprises within the State of South Carolina (the "State");

(2) the County previously entered into a Fee in Lieu of Tax and Incentive Agreement with Akzo Nobel Coatings Inc. (the "Company"), dated as of December 12, 2011 (the "Fee Agreement"), for the purpose of, among other things, providing to the Company incentives in the form of a fee in lieu of tax arrangement and special source credits in connection with the "Project," as defined in the Fee Agreement;

(3) the scope of and timing for the implementation of the Project as envisioned by the terms of the Fee Agreement have changed; and

(4) the County and the Company have agreed to shorten the term of the fee in lieu of tax arrangement and to eliminate the special source credits.

(B) It is the purpose of this ordinance to approve an amendment to the Fee Agreement to provide for the (i) reduction of the number of years for which a Negotiated FILOT Payment is payable from thirty (30) to twenty (20) years, (ii) termination of the Special Source Credits, and (iii) repayment of certain Special Source Credits previously received by the Company.

Section 2. Statutory Findings.

Council makes the following additional findings:

(a) the Project will continue to constitute a “project” as said term is referred to and defined in Section 12-44-30(16) of the Act, and the First Amendment will promote the purposes enumerated in the Act, and in all respects conform to the provisions and requirements of the Act;

(b) the Project will continue to benefit the general public welfare of the County by providing or maintaining services, employment, recreation, and other public benefits not otherwise provided locally;

(c) neither the Project, the First Amendment, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or an incorporated municipality or a charge against its general credit or taxing power;

(d) the purposes to be accomplished by the Project and the First Amendment are proper governmental and public purposes; and

(e) the inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs.

Section 3. Approval and Execution of First Amendment.

The form, terms, and provisions of the First Amendment to the Fee in Lieu of Tax and Incentive Agreement (the “First Amendment”), attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the First Amendment 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 First Amendment in the name of and on behalf of the County, and thereupon to cause the Fee Agreement Amendment to be delivered to the Company. The First Amendment 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 First Amendment attached to this ordinance.

Section 4. 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 First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, 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: February 27, 2017 Passed 7-0

Second Reading: March 13, 2017

Public Hearing: March 13, 2017

Third Reading: March 27, 2017 (Tentative)

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Exhibit A to Ordinance No. 2017-1429

**First Amendment
to the
Fee in Lieu of Tax and Incentive Agreement
between
Lancaster County, South Carolina and Akzo Nobel Coatings Inc.**

This FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the "First Amendment") is dated as of March 27, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate, a political subdivision of South Carolina (the "County") and AKZO NOBEL COATINGS INC., a corporation organized and existing under the laws of Delaware and authorized to do business in the South Carolina (the "Company").

RECITALS

WHEREAS, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County and the Company entered into a Fee in Lieu of Tax and Incentive Agreement dated as of December 12, 2011 (the "Fee Agreement"), for the purpose of, among other things, providing to the Company incentives in the form of a fee in lieu of tax arrangement and special source credits in connection with the "Project," as defined in the Fee Agreement;

WHEREAS, the scope of and timing for the implementation of the Project as envisioned by the terms of the Fee Agreement have changed;

WHEREAS, the County and the Company have agreed to shorten the term of the fee in lieu of tax arrangement and to eliminate the special source credits;

WHEREAS, pursuant to Ordinance No. 2017-1429, and at the request of the Company, the County approved this First Amendment to the Fee Agreement for the purpose of (i) reducing the number of years for which a Negotiated FILOT Payment is payable from thirty (30) to twenty (20) years, (ii) terminating the Special Source Credits, and (iii) providing for the repayment of certain Special Source Credits previously received by the Company; and

WHEREAS, the County and Company now desire to enter into this First Amendment for the purposes stated above.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the above recitals and other lawful consideration duly paid and received, the parties agree that the Fee Agreement is amended as follows:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. *Amendment of Recapitulation.* Item 4 of the Recapitulation of Contents of Fee in Lieu of Tax and Incentive Agreement is amended to read:

“Length and Term of the Agreement – 20 years for each annual increment of investment in the Expansion Project placed in service during the Investment Period”

Section 3. *Amendment of Special Source Credits.* Section 3.02(a) of the Fee Agreement, relating to Special Source Credits, is amended to read:

“The County, as an additional incentive to induce the Company to locate the Expansion Project within the County and as reimbursement for investment in certain Special Source Improvements, and subject to the requirements of the Special Source Act, does hereby agree that the Company and each Co-Investor (each a “Claiming Entity”) shall each be entitled to receive, and the County shall provide, Special Source Credits against each annual FILOT Payment made by each Claiming Entity with respect to the Expansion Project, in an amount equal to fifty percent (50%) of each such FILOT Payment, for a period commencing with the year for which the initial annual Negotiated FILOT Payment is due hereunder and ending with the year for which the annual Negotiated FILOT Payment is due to be paid without penalty on or before January 15, 2017. In accordance with the Special Source Act and subject to Section 4.03 hereof, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Expansion Project.”

Section 4. *Amendment of Compliance Requirements.* Section 4.04 of the Fee Agreement, relating to Failure to Comply with Minimum Contractual Investment Requirement and/or Minimum Jobs Requirement, is amended to read:

“(a) County and Company agree that neither the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement were satisfied under this Agreement.

(b) Because of the failure to satisfy the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement, Company agrees to reimburse the County for any Special Source Credits received prior to January 16, 2017, and the amount of the reimbursement shall be calculated according to the following formula:

The highest degree of compliance reached by the end of the Investment Period (but not to exceed the investment and job creation levels contained in the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement) shall be measured against the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement, and shall be weighted 50% Jobs/50% Investment times the aggregate Special Source Credits.

As an example, assuming investment in the Expansion Project totaled \$5,000,000 and job creation totaled 25 jobs by the end of the Investment Period and the Company had received, or will receive, in the aggregate, \$200,000 in Special Source Credits, the reimbursement would be:

$$((30-25)/30)=[16.666\%]$$

$$((\$7,500,000-\$5,000,000)/\$7,500,000)[33.333\%]$$

$$16.66\%+33.333\%/2=24.999\%$$

$$= 24.999\% \times \$200,000$$

The Company would owe \$49,998.

As an additional example, assuming investment in the Expansion Project totaled \$10,000,000 and job creation totaled 25 new jobs by the end of the Compliance Period and the Company had received, or will receive, in the aggregate \$200,000 in Special Source Credits, the reimbursement would be:

$$((30-25)/30)=[16.666\%]$$

$$((\$7,500,000-\$7,500,000)/\$7,500,000)=[(0\%)]$$

$$16.666\%+(0\%)/2=(8.3\%)$$

The Company would owe \$16,600.

Notwithstanding the provisions of Section 5.01(g) of this Agreement, the amount due the County pursuant to this Section 4.04(b) shall be paid not later than December 29, 2017 and shall be collected and enforced in accordance with Section 12-44-90 of the Negotiated FILOT Act.

(c) For property tax years beginning after December 31, 2016, Company agrees to maintain not less than seventy-seven (77) full-time jobs at the Expansion Project ("Jobs Maintenance Commitment"). If the number of full-time jobs falls below the number set forth in the Jobs Maintenance Commitment, then the Company agrees that the Company forfeits the benefit of the Negotiated FILOT Payment provided in Section 5.01(b) of this Agreement for the property tax year immediately following the property tax year in which the Jobs Maintenance Commitment is not maintained and the Company shall pay a fee-in-lieu of tax to the County computed in the same manner and amount as *ad valorem* property taxes would be computed. Beginning in calendar year 2017, the Company shall certify to the County Auditor on or before May 31 of each year following the end of a property tax year that the Company has complied with the Jobs Maintenance Requirement as of the end of such property tax year. If the certification is not made on or before May 31 of the applicable year, the Company agrees that the benefit of the Negotiated FILOT Payment provided in Section 5.01(b) of this Agreement are forfeited for the applicable property tax year and the Company shall pay a fee-in-lieu of tax to the County computed in the same manner and amount as *ad valorem* property taxes would be computed. Company agrees that this Agreement is terminated prospectively if the number of full-time jobs is below the number set forth in the Jobs Maintenance Commitment for three (3) consecutive years.

(d) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the Negotiated FILOT benefits end if the Company closes its facilities in the County (including, without limitation, the Expansion Project) or otherwise ceases operations in the County and this Agreement shall terminate prospectively beginning with the FILOT Payment due with respect to the year in which the Company, closes its facilities or otherwise ceases operations."

Section 5. *Amendment of Number of Negotiated FILOT Payments.* Section 5.01(b)(i) of the Fee Agreement, relating to number of annual Negotiated FILOT Payments, is amended to read:

"For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall be payable for a period of twenty (20) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a period of twenty (20) years."

Section 6. *Amendment of Remedy.* Section 5.01(f)(iii) of the Fee Agreement is amended to read:

“(iii) Reserved.”

Section 7. *Amendment of Notice Addresses.* Items (b) and (c) of Section 9.03, relating to Notices; Demands; Requests, is amended to read:

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

Lancaster County Attorney
Administration Building
101 N. Main Street, 2nd Floor (29720)
P.O. Box 1809 (29721-1809)
Lancaster, SC
Phone: 803-416-9426
Fax: 803-285-3361
Email: jweaver@lancastercountysc.net

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

Lancaster County Department of Economic Development
Attn: Director
1033 W. Meeting Street (29720)
P.O. Box 1809 (29721)
Lancaster, SC
Phone: 803 286-3633
Email: jgilbert@lancastercountysc.net”

Section 8. *Payment of Expenses.* Upon submission of appropriate documentation of the expenditure, Company agrees to reimburse the County, not later than March 31, 2017, for the County’s reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney’s fees.

Section 9. *Representations and Warranties.* (A) Company represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a corporation organized and existing and in good standing under the laws of Delaware, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this First Amendment, and (iv) by proper action has been duly authorized to execute and deliver this First Amendment.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a body politic and corporate and a political subdivision of the State, (ii) is authorized by the Act to enter into this First Amendment, (iii) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this First Amendment.

Section 10. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11. *Fee Agreement.* Except as specifically provided in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this First Amendment to be effective as of the date first written above.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

[SEAL]

ATTEST:

By: _____
Sherrie Simpson, Clerk to County Council

AKZO NOBEL COATINGS INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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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, March 13, 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. 2017-1429, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND AKZO NOBEL COATINGS INC." 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 February 24, 2017



Notary Public of South Carolina

My Commission Expires June 29, 2022

Agenda Item Summary

Ordinance #

PKK

Contact Person / Sponsor: Penelope G. Karagounis, Lancaster County Planning Director and Kenneth Cauthen,
Lancaster County Zoning Official

Kee

Department: Planning and Zoning

Date Requested to be on Agenda: On March 13, 2017 County Council Agenda

Issue for Consideration:

This is an application from the Lancaster County Zoning Department to amend the Unified Development Ordinance and insert the effective date for the Flood Insurance Study (FIS) in Chapter 8, Natural Resources Protection, Section 8.1.7.A Flood Damage Prevention.

Points to Consider:

The purpose of this amendment is to insert the May 16, 2017 date. The language in the ordinance adopts the FIS with the accompanying maps and other supporting data there are hereby adopted by reference.

Funding and Liability Factors: Individual property flood insurance may be impacted if we do not approve this text amendment. The text amendment must be approved before the May 16, 2017 date.

Council Options: To approve the text amendment.

Recommendation: The Planning Commission's recommendation was to approve by a vote of 7-0 to insert the May 16, 2017 date in Chapter 8, Natural Resources Protection, Section 8.1.7.A, Flood Damage Prevention.

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1435

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTER 8, NATURAL RESOURCES PROTECTION, SECTION 8.17 APPLICABILITY, SUBSECTION A. FLOOD DAMAGE PREVENTION OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE, RELATING TO INSERT THE EFFECTIVE DATE FOR THE FLOOD INSURANCE STUDY (FIS).

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

Section 1. Applicability

Section 8.1.7, Applicability of the Lancaster County Unified Development Ordinance is amended by adding:

Subsection A. Flood Damage Prevention.

These regulations shall apply to all areas of special flood hazard within the jurisdiction of Lancaster County as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study dated ~~(insert date)~~ May 16, 2017 with the accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.
(Ord. No. 2016-1422, 11-28-16)

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: March 13, 2017
Second Reading: March 27, 2017 (Tentative)
Third Reading: April 10, 2017 (Tentative)

(7-0)

PLANNING STAFF REPORT

I. Facts

A. General Information

The application of Lancaster County Zoning/Planning Department to amend the Unified Development Ordinance and insert the effective date for the Flood Insurance Study (FIS) in Chapter 8, Natural Resources Protection, Section 8.1.7.A Flood Damage Prevention. The purpose of this amendment is to insert the May 16, 2017 date. The language in the ordinance adopts the FIS with the accompanying maps and other supporting data that are hereby adopted by reference.

Section 8.1.7.A

Proposed Text:

Insert the "May 16, 2017" date.

Old Text:

Section 8.1.7.A

See Exhibit A.

II. Findings

Lancaster County has been working with Jessica Artz, South Carolina Department of Natural Resources during the development of the new Unified Development Ordinance and regarding the new effective date of the Flood Insurance Rate Maps (FIRM). The effective date will be May 16, 2017 which requires this text amendment application to proceed in advance of the UDO Advisory Committee process. This amendment will need to go through the Planning Commission process and then for three readings at County Council. The tentative dates for Lancaster County Council will be Monday, March 13, March 27, and April 10, 2017. See Exhibit B.

III. Recommendation of the Planning Department

It is the recommendation of the planning staff that the text amendment to insert the May 16, 2017 date in Chapter 8, Natural Resources Protection, Section 8.1.7.A, Flood Damage Prevention be **approved**.



Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended Chapter 8.1.7.A Flood Damage Prevention

Current Text

See attachment referencing Ch. 8.1.7.A
on pg 8-3 in the Unified Development
Ordinance.

Proposed Text

To insert the effective date for
the Flood Insurance Study (FIS).

Description of Need for Proposed Text

The effective date is May 16, 2017.
The language in the Ordinance adopts the
FIS dated May 16, 2017 with the accompanying
maps of other supporting data that are
hereby adopted by reference.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County Planning Department
Address P.O. Box 1809
City Lancaster State SC Zip 29271 Phone 803-285-6005
Fax _____ Email planning@lancastercountysc.net

APPLICATION CERTIFICATIONS

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Lancaster County Planning Dept.
Applicant Penelope S. KARAGIANNIS
Planning Director

1-17-17
Date

Property Owner(s) _____

_____ Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number UD-TA-17-003 Date Received 1-17-17 Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By JB Planning Commission Meeting Date 2-21-17

SCHEDULE/PROCESS

1. Submit Application

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

B. STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL

1. The stormwater management provisions of this chapter are intended to protect water quality for present and future residents of the County and surrounding regions by limiting the amount of pollutants including, but not limited to, nitrogen in stormwater runoff that makes its way into the County's stormwater drainage system. Specific objectives include protection of riparian buffers, control of nitrogen export from development, control of peak stormwater runoff, and the use of best management practices. The stormwater management provisions of this chapter are further intended to provide for the enforcement of the County's stormwater management program; to prohibit non-stormwater discharges to the County stormwater drainage system, require the removal of illicit connections to the County stormwater drainage system and prevent improper disposal of materials that degrade water quality.
2. The erosion and sedimentation control provisions of this ordinance are adopted for the purposes of regulating certain land-disturbing activity to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation.

8.1.5 PERMITS REQUIRED

A. FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

B. STORMWATER MANAGEMENT PERMIT

No person shall construct, repair or alter the stormwater drainage system for the purpose of draining water from any land or premises, or commence any development activities before receiving a Stormwater Management Permit according to the provisions of this chapter.

C. GRADING (EROSION AND SEDIMENTATION CONTROL) PERMIT

No person shall undertake any land-disturbing activity as specified by the erosion and sedimentation control provisions of this chapter and SCDHEC and EPA requirements until plans for controlling erosion associated with the activity have been reviewed and approved by either SCDHEC or Lancaster County as required by this ordinance.

8.1.6 REQUIRED CONFORMANCE TO THE LANCASTER COUNTY SPECIFICATIONS MANUAL

The Lancaster County Manual of Specifications, Standards and Design (MSSD) is herein incorporated as Appendix C and by reference. Conformance to the Manual of Specifications, Standards and Design is required in addition to the provisions in this ordinance.

8.1.7 APPLICABILITY

A. FLOOD DAMAGE PREVENTION

These regulations shall apply to all areas of special flood hazard within the jurisdiction of Lancaster County as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated (insert date) with the accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Exhibit B



Memo

To: Lancaster County Planning Commission *fcc*
From: Penelope G. Karagounis, Planning Director and Kenneth Cauthen, Zoning Official *PKK*
Date: January 19, 2017
Re: Text Amendment 017-003, Chapter 8, Natural Resources Protection, Section 8.1.7.A Flood Damage Prevention under Applicability

Message:

Lancaster County has been working with Jessica Artz, South Carolina Department of Natural Resources during the development of the new Unified Development Ordinance and regarding the new effective date of the Flood Insurance Rate Maps (FIRM). As a part of Lancaster County's participation in the National Flood Insurance Program, the County needs to amend the UDO to insert the effective date of the FIRM maps in Chapter 8, Natural Resources Protection, Section 8.1.7.A Flood Damage Prevention under Applicability. The language in the ordinance adopts the Flood Insurance Study dated May 16, 2017 with the accompanying maps and other supporting data that are adopted by reference.

The effective date will be May 16, 2017 which requires this text amendment application to proceed in advance of the UDO Advisory Committee process. This amendment will need to go through the Planning Commission process and then for three readings at County Council. The tentative date for the public hearing at the Lancaster County Planning Commission is Tuesday, February 21, 2017 and the tentative dates for Lancaster County Council will be Monday, March 13, March 27, and April 10, 2017. If you have any questions you can reach me at (803) 285-6005 or email me at pkaragounis@lanastercountysc.net

Thank you.

Cc: Steve Willis, Lancaster County Administrator;
Lancaster County Council



FEMA

FEB 02 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bob Bundy
Chairperson, County Council
Lancaster County
101 North Main Street, Second Floor
Lancaster, South Carolina 29720

Dear Mr. Bundy:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for Lancaster County, South Carolina, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on May 16, 2017; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated November 16, 2016, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Lancaster County. Therefore, Lancaster County should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for Lancaster County will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the South Carolina Department of Natural Resources, Flood Mitigation Program. You may contact Maria Cox Lamm, CFM, the NFIP State Coordinator, by telephone at (803) 734-3672, in writing at 1000 Assembly Street, Columbia, South Carolina 29201, or by electronic mail at coxnm@dnr.sc.gov.

The FEMA Regional staff in Atlanta, Georgia, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for Lancaster County and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (770) 220-5200 or in writing. Please send your written inquiries to the Federal Insurance and Mitigation Division, FEMA Region IV, at 3003 Chamblee Tucker Road, Atlanta, Georgia 30341.

Bob Bundy

FEB 02 2017

Page 2

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until May 16, 2017, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by May 16, 2017. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,



Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Gracia Szczech, Regional Administrator, FEMA Region IV
Maria Cox Lamm, CFM, NFIP State Coordinator, South Carolina Department of Natural
Resources, Flood Mitigation Program
Kenneth Cauthen, Chief Zoning Officer, Lancaster County

Agenda Item Summary

Ordinance # / Resolution#:	Board Vacancy
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	March 13, 2017

Issue for Consideration:

Fill Fire Commission vacancy from Charlotte Road Van Wyck Fire Department.

Points to Consider:

This is a departmental nomination to the Fire Commission to fill an unexpired term.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the nomination.

Staff Recommendation:

Approve as requested by way of motion to appoint Mark Carnes from the Charlotte Road Van Wyck Fire Department to fill the unexpired term to the Lancaster County Fire Commission.

Committee Recommendation:

N/A as this comes from the Fire Commission.



**Lancaster
County
Fire Rescue**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFR@comporium.net



Proud and Progressive

TO: Sherrie Simpson, Clerk to Council
FROM: Rocky A. Hudson, Fire Commission Chairman *RAH*
DATE: February 22, 2017
SUBJECT: Replacement for Fire Commission—Charlotte Rd/Van Wyck

The Lancaster County Fire Commission respectfully submits the name of a new member from the Charlotte Rd/Van Wyck fire district for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2019.

Charlotte Rd/Van Wyck Fire Department
Mark S. Carnes
642 West Rebound Road
Lancaster, SC 29720

If you have questions or need any additional information, please contact the Fire Rescue office.

RAH/dmg

cc: Darren Player, Lancaster County Fire Rescue

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player

Department: Emergency Management

Date Requested to be on Agenda: Public Safety Committee, March 14th; County Council, March 27th

Issue for Consideration: SC Statewide Mutual Aid Agreement as revised 2016. This is an agreement between the agencies of the State of SC and all counties and municipalities within the state.

Points to Consider: Lancaster County has been a signatory to the existing SC Statewide Mutual Aid Agreement since late 2001/early 2002. Without being a party to the agreement, Lancaster County may not receive mutual aid from other counties and state agencies should it find the need during a disaster. The agreement and participation makes requests for reimbursement under the Pre-Disaster Mitigation Plan easier in Presidentially Declared Disasters should costs be incurred.

Funding and Liability Factors: Signing the agreement does not obligate the county to anything other than to participate if conditions allow. If personnel are not available, the requests under the agreement may be turned down without repercussions. If Lancaster County sends personnel to assist other counties, the State of SC or municipalities, traditionally no reimbursement is sought. However, this revised agreement defines in much better detail how reimbursement would be sought, agreed upon and the obligations settled. No extra funding will be requested for this agreement to be in place and the County's current Liability Insurance and Workers' Compensation allows for the deployment of personnel without additional costs.

Council Options: Council can choose to sign the agreement and allow all appropriate county departments to sign individually as well, or, Council can choose not to be a signatory to the SC Statewide Mutual Aid Agreement.

Recommendation: Lancaster County Emergency Management recommends Lancaster County and all its appropriate Departments sign the agreement both as a County and individually by Department.

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. **AGREEMENT** - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. **REQUESTING PARTY** - the Participating Government entity requesting aid in the event of an emergency.

C. **ASSISTING PARTY** - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. **AUTHORIZED REPRESENTATIVE** - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. **SCEMD** - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. **DISASTER** - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. **PARTICIPATING GOVERNMENT** - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. **PERIOD OF ASSISTANCE** - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. **WORK OR WORK-RELATED PERIOD** - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation:
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO

RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party:
2. The estimated length of time the personnel, equipment, and materials will be available:
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished:
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. Be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, and transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Requesting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Requesting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the
dates set forth below:

STATE OF SOUTH CAROLINA

By: _____

Date: _____

Director, South Carolina Emergency
Management Division

COUNTY OF: _____

Chairman/Administrator:

By: _____

Date: _____

Signature

Printed Name

Its: _____

Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____

Date: _____

Signature

Printed Name

Signature Page (County)

**FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR
EMERGENCY SERVICE ENTITY**

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the
dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

Signature Page (State Agency)

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained:
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed:
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed:
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services:
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party:
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party:

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
----------------------	---------------	-------------------	-----------------------------

2. Availability of additional resources:

3. Time limitations, if any:

Lancaster County		Donald Osborne	7/31/2003	No Authorized Official Signature	No Date	Authorized Representatives for Lancaster County	SC 29001	Yes
						Primary: Morris A. Lutzell, Director, Emergency Management/Fire Service 101 Hickman Circle, Kershaw, SC 29067 Phone (Day): [REDACTED]		
						1st Alternate: Gary R. Ruff, Deputy Director, Emergency Management 4860 Park Road, Heath Springs, SC 29058 Phone (Day): [REDACTED]		
						2nd Alternate: Patrick Heilm, Emergency Management Planner 1402 Pine Ridge Road, P.O. Box 100, Heath Springs, SC 29058 Phone (Day): [REDACTED]		
City of Lancaster		Donald Osborne	8/20/2003	Jan M. Shaw, Mayor	12/11/2001	Primary: Helen Sewell, City Administrator P.O. Box 1149, Lancaster, SC 29721-1149 Phone (Day): [REDACTED]	SC 29001/SC 29002	Yes
						1st Alternate: Neilson Howard, Police Chief P.O. Box 1149, Lancaster, SC 29721-1149 Phone (Day): [REDACTED]		
						2nd Alternate: Chuck Small, Fire Chief P.O. Box 1149, Lancaster, SC 29721-1149 Phone (Day): [REDACTED]		
						Primary: Ann Taylor, Mayor P.O. Box 86, Heath Springs, SC 29058 Phone (Day): [REDACTED]	SC Insurance Reserve Fund	Yes
Town of Heath Springs		Donald Osborne	8/13/2003	Ann Taylor, Mayor Mark Bridden, Mayor Pro Tem	1/15/2002	1st Alternate: Ann Taylor, Mayor Pro Tem P.O. Box 797, Heath Springs, SC 29058 Phone (Day): [REDACTED]		
						2nd Alternate: Henry E. Sewell, Councilman 316 East Street, Heath Springs, SC 29058 Phone (Day/Night): [REDACTED]		
						Primary: Tracy Caldwell, Fire Chief P.O. Box 145, Kershaw, SC 29067 Phone (Day): [REDACTED]	SC 29001/SC 29002 Insurance Reserve Fund	Yes
Town of Kershaw		Donald Osborne	8/20/2003	David Blackwell, Mayor Rose Marie Baxer, Council Member Paul Chen, Council Member Wendy Dorman, Council Member Walter Gorman, Council Member Walter Gorman, Council Member Herold Williams, Council Member	1/17/2002 1/17/2002 1/17/2002 1/17/2002 1/17/2002 1/17/2002	Primary: Stephen White, Assistant Manager P.O. Box 605, Lancaster, SC 29721 Phone (Day): [REDACTED]		
						1st Alternate: Tommy Conner, Mayor Superintendent P.O. Box 605, Lancaster, SC 29721 Phone (Day/Night): [REDACTED]		
						2nd Alternate: Robbie Riegler, Senior Superintendent P.O. Box 605, Lancaster, SC 29721 Phone (Day): [REDACTED]		
Lancaster Co. Water & Sewer District		Donald Osborne	3/10/2005	Herman Smith, Commission Chairman	12/29/2004	Primary: Joe Oswald, Jr., Chief P.O. Box 605, Lancaster, SC 29721 Phone (Day/Night): [REDACTED]	SC Insurance Reserve Fund	Yes
						1st Alternate: Phillip Hill, Assistant Chief 501 Langley Road, Lancaster, SC 29720 Phone (Day/Night): [REDACTED]		
						2nd Alternate: William Robert, Deputy Chief 3241 Cimarron Road, Lancaster, SC 29720 Phone (Day/Night): [REDACTED]		
Lancaster Fire Dept.		No Signature Page	No Date	No Signature Page	No Date	Primary: David Ruff, Chief 4860 Park Road, Heath Springs, SC 29058 Phone (Day): [REDACTED]	Lancaster County provides Worker's Comp and Liability Coverage	Yes
						1st Alternate: Howard Gable, Assistant Chief 4017 J.E. Damon Road, Lancaster, SC 29720 Phone (Day/Night): [REDACTED]		
						Primary: William Morris, Chief 1240 Freeman Lane, Lancaster, SC 29720	Lancaster County provides Worker's Comp and Liability Coverage	Yes

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	March 13, 2017

Issue for Consideration:

Application for various grant funding.

Points to Consider:

These grants cover several areas as outlined below. All grant match funding would come from the grant match line item in the current budget.

Funding and Liability Factors:

Continuation Grant

Domestic Violence Investigator - \$79,832 total/ \$71,850 grant and \$7,982 match

New Grants

Narcotics Investigator - \$142,085 total/ \$127,879 grant and \$14,206 match

Community Services Officer - \$152,795 total/ \$137,517 grant and \$15,278 match

Drug Lab Chemist - \$204,373 total/ \$183,936 grant and \$20,437 match

Automated Vehicle Tag Readers - \$77,000 total/ \$69,300 grant and \$7,700 match

A representative from the Sheriff's Office will be present in case there are any questions.

Council Options:

Approve or reject the grant applications by way of a motion.

Staff Recommendation:

Approve the applications.

Committee Recommendation:

The Public Safety Committee has recommended approval.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis/ Hal Hiott
Department:	Admin/ Parks and Recreation
Date Requested to be on Agenda:	March 13, 2017

Issue for Consideration:

Application for PARD grant funding.

Points to Consider:

There was some one time state funding added to the PARD (Parks and Recreation Development) fund this year. We would like to utilize it to install lighting at one of the fields in Heath Springs.

Funding and Liability Factors:

The PARD grant would be \$76,000 and the local match would be \$19,000 for a project total of \$95,000. The \$19,000 would come from already budgeted grant match funding.

The plan is to light one of the two fields at Heath Springs. We would like to light the larger field but the funding will be close. If it will not work financially we will light the smaller field.

This project must be competitively bid so we don't have exact figures at this time to determine which field will receive the lights.

The project can be completed this fiscal year.

Council Options:

Approve or reject the grant application by way of a motion.

Staff Recommendation:

Approve the application.

Committee Recommendation:

This has not been through a Council Committee as we have a short turn around to get the funds approved and expended. The Recreation Commission has recommended approval.

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Steve Willis/ Darren Player
Department:	Admin/ Fire Rescue
Date Requested to be on Agenda:	March 13, 2017

Issue for Consideration:

Adjust planned expenditure for Rich Hill Fire Department.

Points to Consider:

In the original plan adopted by Council the Rich Hill Fire Department would receive financial assistance for their station expansion in lieu of a tanker as they owned their own truck. Subsequently there was some concern expressed over providing assistance for a building owned by the fire department and not the county.

We propose as part of the FY 17-18 budget to purchase the tanker from Rich Hill, which they own, to make it a county owned tanker, just like every other tanker in the fleet. Rich Hill would then be free to utilize the proceeds as they desire, which would be to expand their fire station from two truck bays to four truck bays.

Funding and Liability Factors:

The amount would be unchanged; actual proceeds from the sale of the surplus fire apparatus in an amount not to exceed \$250,000. This is the original terms approved by County Council last year.

Council Options:

This will be addressed during the FY 17-18 budget. We wanted to make full Council aware of the recommendation from Public Safety as you will see this later during the preparation of the budget.

Staff Recommendation:

Approve the proposal.

Committee Recommendation:

Public Safety recommends approval.

MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, March 13 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, March 14 th	3:00 p.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room
Tuesday, March 14 th	5:00 p.m.	Public Safety Committee Council Conference Room
Tuesday, March 14 th	5:00 p.m.	Administration Committee Council Chambers, Administration Building
Monday, March 27 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
 5:00 p.m. ... Public Safety Committee

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

The Tuesday following the 1st Council meeting (most of the time it is the 2nd Thursday)
 5:00 p.m. ... Administration Committee

1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building

3rd Monday of each month 6:30 p.m. ... Zoning Appeals Board, County Council Chambers

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

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

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

2nd Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room

3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, County Council Chambers

1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers

3rd Tuesday of each month 6:30 p.m. ... Planning Commission, County Council Chambers