

Lancaster County Council Regular Meeting Agenda

Monday, March 27, 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 Billy Mosteller**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Presentation for Traffic Safety Officer of the Year to Michael Brent Williams presented by Mr. Chick of the Indian Land American Legion
 - b. Presentation for Outstanding Law Enforcement Officer of the Year to Torrey J. Murphy presented by Mr. Chick of the Indian Land American Legion
 - c. Presentation for Community Service Officer of the Year to William Murphy presented by Mr. Chick of the Indian Land American Legion
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. **3rd 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 County Council Meeting. Passed 4-3 at the March 13, 2017 County Council Meeting. – John Weaver – pgs. 4-8***
8. **Consent Agenda**
 - a. Minutes of the March 13, 2017 regular meeting – ***pgs. 9-16***

9. Continuation of Non-Consent Agenda

a. 3rd 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 County Council Meeting. Passed 7-0 at the March 13, 2017 County Council Meeting. - John Weaver – pgs. 17-31*

b. 2nd 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. Passed 7-0 at the March 13, 2017 County Council Meeting. – Penelope Karagounis – pgs. 32-33*

10. Discussion and Action Items

a. Committee Reports

1. I&R Committee – Committee Chair Larry Honeycutt
2. Public Safety – Committee Chair Brian Carnes
3. Administration Committee – Committee Chair Charlene McGriff

b. Reallocation of pool repair funds. – *(Favorable Recommendation – I&R Committee) - Steve Willis/Katherine Walters– pgs. 34-35*

c. Potential donation of land on Brooklyn Avenue for park space – *Steve Willis – pgs. 36-38*

d. Allocation of funds from Panhandle Public Safety Fund for Indian Land Fire Department and Pleasant Valley Fire Department – *(Favorable Recommendation – Public Safety Committee - Steve Willis– pg. 39*

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

None at this time.

12. Miscellaneous Reports and Correspondence

a. Creation of State Accommodations Tax Advisory Committee – *pg. 40*

b. Charter Communications – *pg. 41*

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

14. Executive Session

15. Calendar of Events - pg. 42

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

Agenda Item Summary

Ordinance #: 2017 - 1433

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: March 27, 2017

Issue for Consideration: During Council's 2nd Reading consideration of this rezoning, an amendment to the ordinance was offered by Mrs. McGriff that was associated with the applicant's letter of March 10, 2017, a copy being attached to this Agenda Item Summary. The amendment was stated as follows:

I move that the commitment of the applicant be accepted by the Council and that the rezoning application be amended and the rezoning ordinance be amended to reflect that the rezoning is subject to the property remaining a food manufacturing facility so long as it is owned by the applicant."

Subsequent to Council's meeting on March 13, 2017, counsel for McClancy Seasoning and I have conferred and agreed upon the language to be inserted into the ordinance that accomplishes the goal of the amendment while, at the same time, specifying to a greater degree the components in "food manufacturing." I believe this language to be reasonable and would recommend to Council the acceptance of the language contained in the ordinance a definition of "food manufacturing."

During the course of the discussion of this rezoning application on March 13, 2017, an issue was raised as to the future use of the property either by McClancy Seasoning or a subsequent owner. In summary, the question was – if rezoned to Light Industrial, what other uses of the property could there be in future years? So as to provide clarity to that question and to insure that this parcel would get no special or exceptional treatment than any other parcel zoned Light Industrial, a final sentence was added to the agreed upon language in the amendment as follows:

"Upon NBI's change of use or transfer of the property, the property may be used consistent with the Light Industrial classification in effect under the Lancaster County Unified Development Ordinance in existence at that time."

The purpose of this sentence is to provide certainty that the property can never be used **WITHOUT COUNTY REVIEW AND APPROVAL** by either McClancy or any subsequent owner for any purpose except those alternative uses that are **Permitted by Right** pursuant to our Unified Development Ordinance. There are a number of alternative uses Permitted by Right, but these alternatives generally are much less intensive than the present use by McClancy as a food manufacturing facility. Examples of these are artist studios, research facilities, agricultural nurseries, forestry, gardens, utilities, personal and professional services, small equipment rental, vet clinic, indoor amusements, distillery, public safety station, hospital, school, banks, dry cleaners. Because of the size and specialty equipment utilized by McClancy in its operation, it is highly unlikely that an alternative use would be financially feasible for any alternative that was Permitted By Right.



March 10, 2017

John Weaver
County Attorney
County Administration Building
P.O. Box 1809
Lancaster, SC 29721

Dear Mr. Weaver:

This is to confirm that, if the property located at One Spice Road is rezoned as light industrial to allow the proposed expansion, then NBI Investments III, LLC, which leases to McClancy Seasoning Company, intends to use the property only for food manufacturing, processing and warehousing. With the ability to expand on the property, NBI and McClancy do not anticipate needing to sell the property for the foreseeable future.

Sincerely;

F.R. Wilkerson III
President
McClancy



One Spice Road • Fort Mill, SC 29707
Toll Free: (800) 843-1968 • In SC call (803) 548-2366
Fax: (803) 548-2379

W Y C H E

Attorneys at Law

March 22, 2017

BY E-MAIL

John Weaver, Esq.
Lancaster County Attorney
101 North Main Street
Lancaster, SC 29721

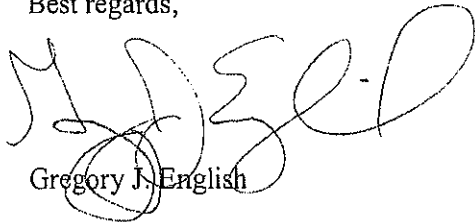
Re: McClancy Seasoning Company v. Lancaster County

Dear Mr. Weaver:

In response to the amendment proposed by Ms. McGriff, Mr. Wilkerson is willing for the amended ordinance to contain the language set forth in the attached if that will result in rezoning to Light Industrial.

Please let us know if the attached language is acceptable or if you want to have a call to discuss this further.

Best regards,



Gregory J. English

(864) 242-8247
genglish@wyche.com

GJE/sc

Enclosure

cc: John Dubose, Esq. (by email)
Mr. Reid Wilkerson (by e-mail)

W Y C H E
PROFESSIONAL ASSOCIATION

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1433

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 as identified by tax map number or other appropriate identifier:

Tax Map No. 0010-00-001.00.

Further, the property owner, NBI Investments III, LLC, as evidenced by the letter dated March 10, 2017 that is attached hereto and incorporated herein as fully as if repeated verbatim, has expressed its intent to voluntarily limit the use of the parcel identified herein only for food manufacturing, processing and warehousing (including but not limited to current activities such as blending, grinding, sifting and particle reduction, component compounding, packaging, distribution, shipping, administrative, research and development, culinary and menu development, etc.) during NBI's ownership of the parcel. Upon NBI's change of use or transfer

of the property, the property may be used consistent with the Light Industrial classification in effect under the Lancaster County Unified Development Ordinance in existence at that time.

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 27, 2017 Passed 5-2
Second Reading: March 13, 2017 Passed 4-3
Third Reading: March 27, 2017



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, March 13, 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, Veronica Thompson, Kimberly Hill, 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. Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the invocation.

Approval of the agenda

Larry Honeycutt moved to approve the agenda. Seconded by Charlene McGriff. Passed 7-0.

Special Presentations

John Henderson of the South Carolina Association of Counties presented Ryan Whitaker with four Risk Management Awards: Outstanding Safety Achievement Award for In House Medical Clinic, 2nd Place Award for Prompt Reporting of Property and Liability, 1st Place Award for Prompt Reporting of Workers Compensation Claims and Sustained Excellence in Risk Management Award.

Citizens Comments

Ben Levine, 5062 Terrier Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Will Sperow, 7182 Harcourt Crossing, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Melissa Williams, 3223 Kendall Trace, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

John Pehta, 4288 Rochard Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a). Mr. Pehta provided a handout attached as Schedule A.

Dave Leebrick, 18438 E. Marbella Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Gary Walbrun, 7224 Harcourt Crossing, Indian Land, SC, spoke regarding the residents of the Bridgemill neighborhood.

Keith Hensel, 16309 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a). Mr. Hensel provided a handout attached as Schedule B.

Jeff Lamb, 4329 Rochard Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Tom Kovach, 16294 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

John Immel, 9124 Drayton Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Gary Holland, 8728 Collins Road, Indian Land, SC, spoke regarding Ordinance 650. Mr. Holland provided a handout, attached as Schedule C.

Ransone Rose, 15792 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Megan Rose, 15792 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Jim Mertes, 8939 N. Dorchester Trace, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Bob Korkos, 5207 Kelston Lane, Indian Land, SC, spoke regarding the residents of the Bridgemill neighborhood.

Scott Raymond, 16202 Reynolds Drive, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Jerry Holt, 3207 Kendall Trace, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Waylon Wilson, 15117 Legend Oaks Court, Fort Mill, SC, spoke regarding development agreement accounts/budget.

Tom Bleich, 7176 Harcourt Crossing, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Sara Phillips, 2045 Robert H. Kirk Road, Lancaster, SC, spoke regarding a Trap/Neuter/Return policy and a spay/neuter program. Ms. Phillips provided a handout, attached as Schedule D.

Jan Tacy, 86620 Arrington Road, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Ed McCormick, 17249 West Marbella, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Ed Washington, 18432 East Marbella Lane, Indian Land, SC, spoke regarding enforcement of the current zoning regulations. Mr. Washington provided a handout to the Council members; however, the handout was not provided to the Clerk for the record.

Diana Washington, 18432 East Marbella Lane, Indian Land, SC, spoke in opposition to the rezoning of the Wilkerson/McClancy property (agenda item 7a).

Rob Smith, Shelly Woods, signed up for Citizens Comments; however, when his name was called to speak, no one came to the podium to speak.

Non-Consent Agenda

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.

Charlene McGriff stated that she had an amendment to Ordinance 2017-1433. She stated that the property owner has volunteered a commitment that, if the rezoning is approved, the property owner will operate the business as a food manufacturing facility only so long as it is owned by the applicant. The commitment has been made in writing. Charlene McGriff moved that the rezoning application be amended and the rezoning ordinance be amended to reflect that the rezoning is subject to the property remaining a food manufacturing facility so long as it is owned by the applicant. Seconded by Larry Honeycutt. Passed 5-2. Steve Harper, Charlene McGriff, Larry Honeycutt, Billy Mosteller and Terry Graham voted for amending Ordinance 2017-1433 and Brian Carnes and Jack Estridge were opposed.

Charlene McGriff moved to approve the 2nd reading of the amended Ordinance 2017-1433. Seconded by Larry Honeycutt. Passed 4-3. Steve Harper, Charlene McGriff, Larry Honeycutt and Billy Mosteller voted to approve the 2nd reading of the amended Ordinance and Brian Carnes, Jack Estridge and Terry Graham were opposed.

Chairman Steve Harper called for a recess to the County Council regular meeting at 7:28 p.m. After the recess, Chairman Harper called the regular meeting of County Council back to order at 7:38 p.m.

Consent Agenda

Brian Carnes moved to amend and add to the February 27, 2017 minutes John Weaver's verbatim comments regarding Ordinance 650. Seconded by Jack Estridge.

Charlene McGriff asked what would be the benefit of including verbatim statements in the citizen's comments section. She voiced her concerns over setting a precedent for verbatim statements and that verbatim minutes would be too cumbersome. The motion to amend and add to the minutes of the February 27, 2017 meeting failed by a vote of 4-3. Jack Estridge, Brian Carnes and Terry Graham voted for amending the minutes and Larry Honeycutt, Steve Harper, Charlene McGriff and Bill Mosteller voted against amending the minutes.

Larry Honeycutt moved to approve the consent agenda item A and item B. Seconded by Charlene McGriff. Passed 6-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Bill Mosteller and Terry Graham voted to approve the consent agenda and Jack Estridge opposed.

A. Minutes of the following meetings:

- February 27, 2017 regular county council meeting

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.

Continuation of Non-Consent Agenda

Resolution 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.

Brian Carnes moved to approve the Resolution. Seconded by Larry Honeycutt. Council voted 7-0 to approve Resolution 0957-R2017.

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.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1431. He asked if any citizens would like to come forward and speak.

Waylon Wilson, 15117 Legend Oaks Court, Fort Mill, SC, spoke regarding development agreement funds.

No other citizens came forward to speak and Chairman Harper closed the public hearing.

Charlene McGriff moved to approve the 3rd reading of Ordinance 2017-1431. Seconded by Billy Mosteller. Passed 7-0.

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.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1429. He asked if any citizens would like to come forward and speak. No citizens came forward for comments. Chairman Harper closed the public hearing.

Larry Honeycutt moved to approve the 2nd reading of Ordinance 2017-1429. Seconded by Brian Carnes. Passed 7-0.

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).

Brian Carnes moved to approve the 1st reading of Ordinance 2017-1435. Seconded by Billy Mosteller. Passed 7-0.

Discussion and Action Items

Appointment to the Fire Commission.

Steve Willis explained that the Charlotte Road/Van Wyck Fire Department has requested that Mark Carnes be appointed to fill an unexpired term for the Lancaster County Fire Commission. Billy Mosteller moved to approve the appointment of Mark Carnes to the Lancaster County Fire Commission. Seconded by Charlene McGriff. Passed 7-0.

SC Statewide Mutual Aid Agreement as revised 2016.

Steve Willis explained that Lancaster County is a signatory to the existing SC Statewide Mutual Aid Agreement. The agreement has been updated. Brian Carnes moved to approve for Lancaster County to sign the State of South Carolina Statewide Mutual Aid Agreement For Emergency And Disaster Response/Recovery. Seconded by Billy Mosteller. Passed 7-0.

Information on grant applications for the Sheriff's Department.

Steve Willis stated that the Sheriff's Department has applied for several grants but that the grants have not yet been awarded. The Public Safety Committee recommended approval of the grant applications. Larry Honeycutt moved to approve the grant applications. Seconded by Billy Mosteller. Passed 7-0.

Parks and Recreation Development (PARD) grant funding.

Steve Willis explained that the Parks and Recreation Commission recommended approval of the PARD grant to install lighting at one of the fields in Heath Springs. Larry Honeycutt moved to approve the PARD grant. Seconded by Brian Carnes. Passed 7-0.

Miscellaneous Reports and Correspondence

Adjust planned expenditure for Rich Hill Fire Department.

Steve Willis explained that the expenditure of the purchase of the tanker from the Rich Hill Fire Department will be a part of the FY 2017-2018 budget.

Executive Session

Charlene McGriff moved to go into Executive Session to hear a legal briefing on two matters involving proposals for sale or purchase of real property. Seconded by Terry Graham. Passed 7-0.

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

Attorney John Weaver noted that Council discussed a legal briefing on two matters involving proposals for either the sale or purchase of real property in Executive Session. He stated that during Executive Session no decisions were made and no votes were taken.

Legal Briefing on pending litigation – SC Code 30-4-40(5).

Charlene McGriff moved that the County Attorney be authorized to move forward on the two matters involving proposals for sale or purchase of real property discussed in Executive Session. Seconded by Brian Carnes. Passed 7-0.

DRAFT

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. Passed 7-0.
Meeting was adjourned at 8:44 p.m.

Respectfully Submitted:

Approved by Council, March 27, 2017

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

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 Passed 7-0
Public Hearing: March 13, 2017
Third Reading: March 27, 2017

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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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**FIRST AMENDMENT
TO THE
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

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

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The Company would owe \$16,600.

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

SIGNATURE PAGES FOLLOW ON NEXT PAGE.

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

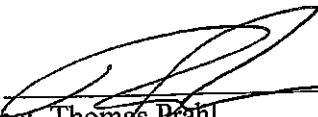
[SEAL]

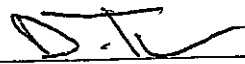
ATTEST:

By: _____
Sherrie Simpson, Clerk to County Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

AKZO NOBEL COATINGS INC.

By: 
Name: Thomas Prahl
Title: Vice President -Tax

By: 
Name: David Turner
Title: Vice President and Treasurer

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1435

COUNTY OF LANCASTER

)

)

~~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	Passed 7-0
Second Reading:	March 27, 2017	
Third Reading:	April 10, 2017	(Tentative)

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Hal Hiott
Department:	Parks and Recreation
Date Requested to be on Agenda:	March 27, 2017

Issue for Consideration:

Reallocation of pool repair funds.

Points to Consider:

The previously approved wall repairs at the Wylie Street Pool will come in under budget. Parks and Recreation is requesting to utilize the remaining funds to complete other structural repairs at the site.

The attached page has a list of repairs that have been proposed.

The City of Lancaster is in agreement with this proposal (they fund 50%).

Funding and Liability Factors:

\$18,800 in other repairs per the attached sheet.

Most of the requested items reduce liability (mainly slips and falls) or extend the useful life of the structure. One item is to acquire identification signage.

Council Options:

Approve or reject the request to reallocate the funds.

Staff Recommendation:

We strongly recommend approval. For one time funding there is no bigger bang for the buck than capital repairs to existing infrastructure.

Committee Recommendation:

The I&R Committee unanimously recommended approval.

2017 Pool Miscellaneous Upgrades Cost Estimates

1. Purchase lifejackets (to be used for kids that cannot swim & to teach water safety in swim lessons) - \$2,000
2. Purchase non-slip safety matting for the locker/bath rooms - \$4,000
3. Purchase Road Signage (like the ones we have in from of Rec Centers) - \$1,300
4. Install Gutter across pool deck side of building - \$500
5. Install bathroom stall doors, Paint inside of bath house, replace and paint boards outside before installing gutters, replace rotten boards inside - \$5,500
6. Replace sinks & toilets - \$5,500

Total Approximate Cost of repairs listed above = \$18,800

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	March 27, 2017

Issue for Consideration:

Potential donation of land on Brooklyn Avenue for park space.

Points to Consider:

This land is currently controlled by the Forfeited Land Commission. Zoning recently demolished two dilapidated structures on the parcel.

The Promise Neighborhood group is proposing to place a small pocket park on the parcel. This would be in conjunction with other plans they and the School District have in the area.

I propose to transfer ownership of the parcel to the Lancaster County School District so that Promise Neighborhood can move forward with this plan.

This action would require three readings of an ordinance by Council and a public hearing. At this meeting I am merely asking for verbal consent to initiate the process.

Funding and Liability Factors:

N/A; we would only own the parcel for a short period prior to transfer. I propose the transfer be at no cost.

Council Options:

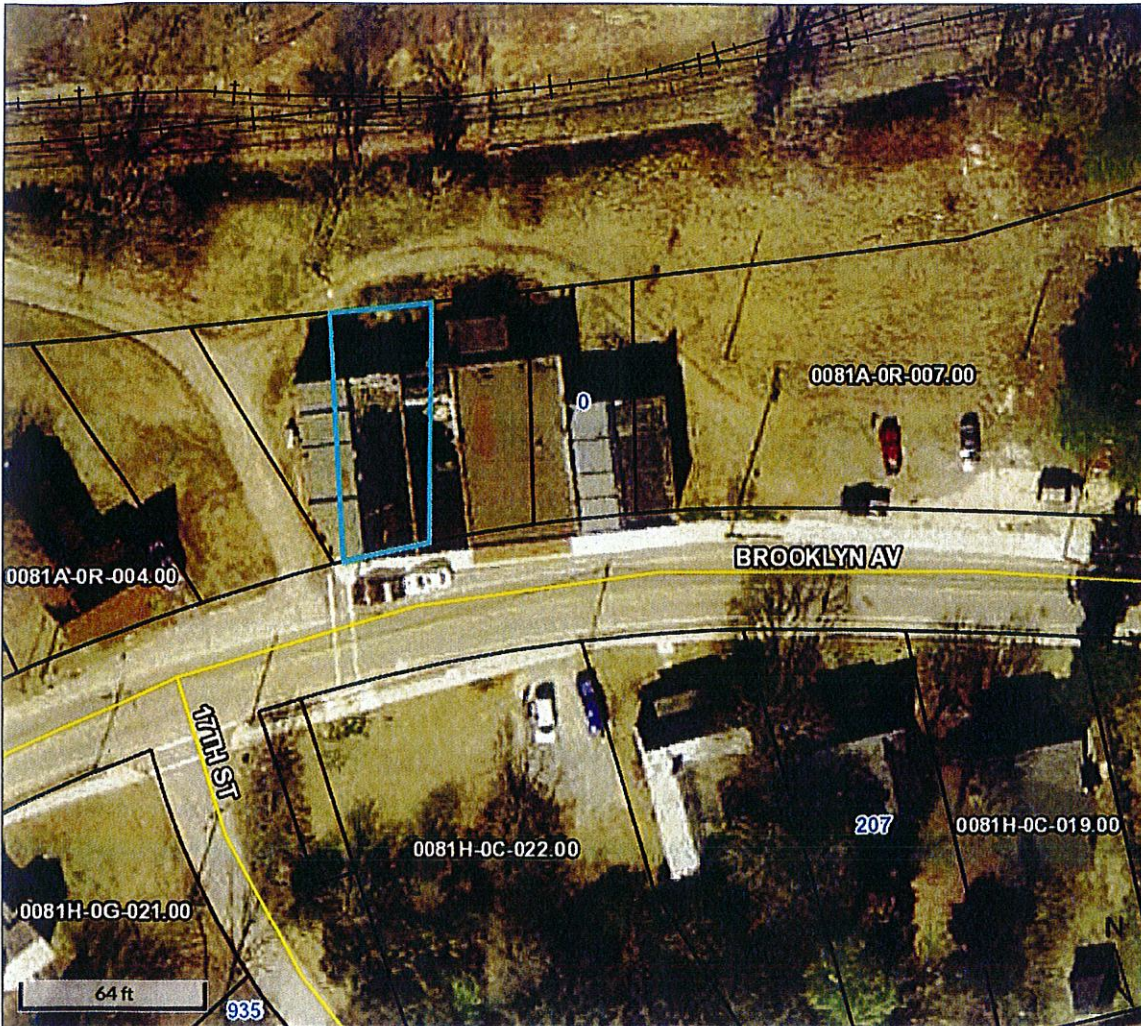
Allow me to start the process or direct some other course of action.

Staff Recommendation:

Begin the process to transfer the parcel for the described use.

Committee Recommendation:

If we start this process the ordinance would go to the Administration Committee for review in April.



Overview



Legend

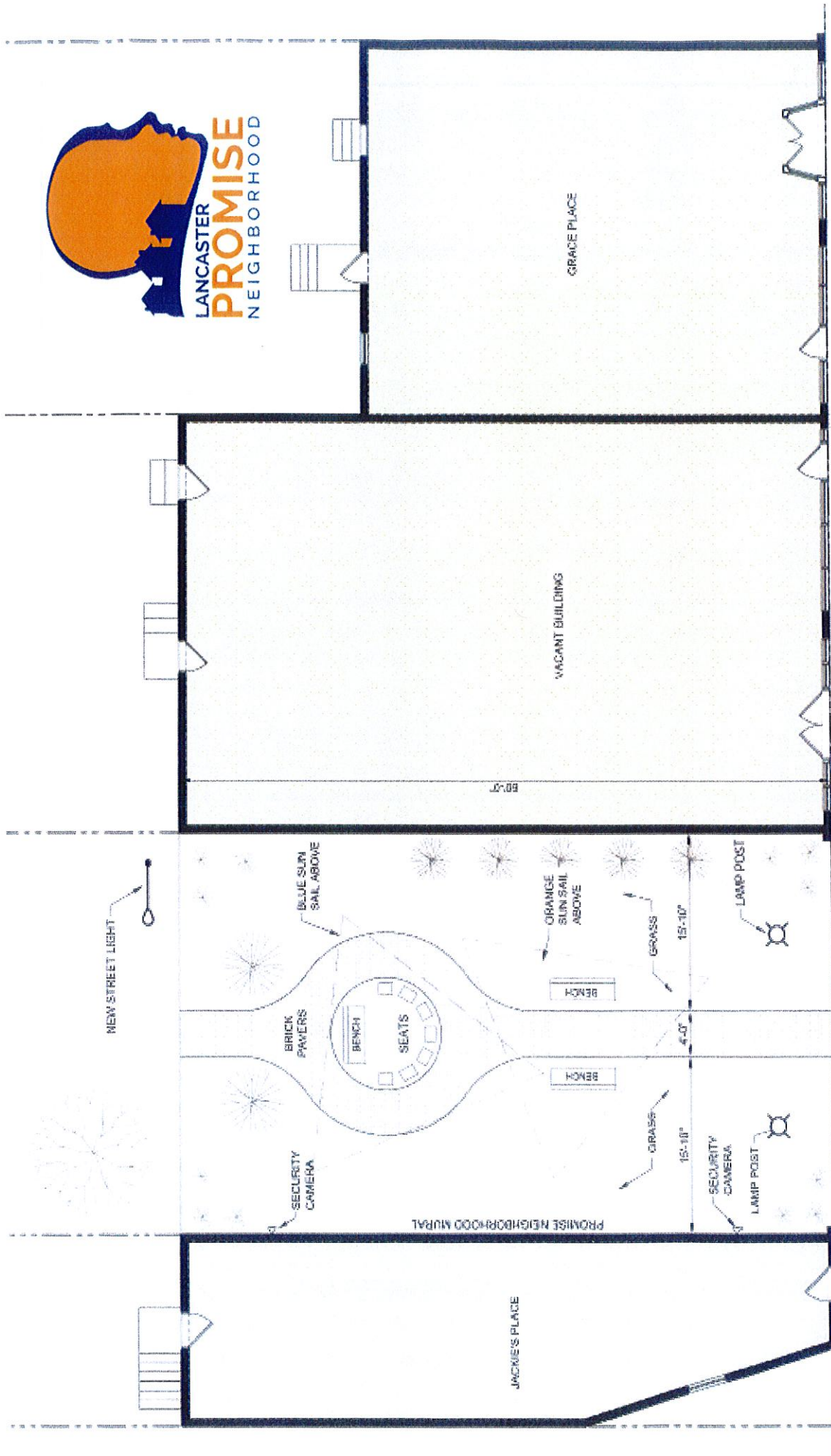
- Address Numbers
- Parcel Numbers
- Parcels
- Roads
- Railroad

Parcel ID	0081A-OR-006.01	Owner	COKER BILLIE	Last 2 Sales			Qual
Class Code	Non Qualified Commercial		BELYNDA	Date	Price	Reason	
Taxing District	Lancaster		2069 COKER LANE	3/5/2001	\$5	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
Acres	36	Physical Address	LANCASTER, SC 29720	n/a	\$0	n/a	n/a
		Assessed Value	82 BROOKLYN AVE				

(Note: Not to be used on legal documents)

Date created: 3/20/2017
Last Data Uploaded: 3/20/2017 1:26:36 AM

 Developed by
The Schneider Corporation



BROOKLYN AVENUE

SIDEWALK

CURB

EXISTING STREET LIGHT

Agenda Item Summary

Ordinance # / Resolution#:	Information Item – to be addressed in FY 17-18 Budget
Contact Person / Sponsor:	Steve Willis/ Veronica Thompson/ Kim Hill
Department:	admin/ Finance/ Finance
Date Requested to be on Agenda:	March 27, 2017

Issue for Consideration:

Allocation of funds from Panhandle Public Safety Fund.

Points to Consider:

These funds would come from the developer contributions – Panhandle Public Safety Fund. Both Indian Land FD and Pleasant Valley FD are requesting funds for equipping the two new pumper-tankers. Council funded the additional amount for construction (price exceeding the standard tanker which was in the FD bond) but these apparatus require more equipment than a standard tanker.

Funding and Liability Factors:

Each department is requesting funding in an amount not to exceed \$100,000 each. This would be reimbursement for actual expenses.

Council Options:

This would be part of the FY 17-18 budget as it is too late this fiscal year to look at another budget amendment. Council will make this decision as part of the budget process.

Staff Recommendation:

Recommend approval as part of the next budget.

Committee Recommendation:

Public Safety recommends approval.

Agenda Item Summary

Ordinance # / Resolution#:	Correspondence - Information Only
Contact Person / Sponsor:	Steve Willis/ Veronica Thompson
Department:	Admin/ Finance
Date Requested to be on Agenda:	March 27, 2017

Issue for Consideration:

Creation of State Accommodations Tax Advisory Committee.

Points to Consider:

This past year we collected in excess of \$50,000 in State Accommodations Tax funding. This is separate from the Local Accommodations Tax fund.

Once you pass the \$50,000 threshold, we are required by state law to create an Accommodations Tax Advisory Committee. (SC 6-4-24(A)) The membership must consist of seven members with designated positions for the accommodations and tourism industries along with one representative of the seven representing cultural organizations.

We must craft an ordinance to create the committee and we have a potential slate of nominees that meet the stated requirements.

Funding and Liability Factors:

The committee will only consider the State Accommodations Tax and not the other related taxes. They will recommend to Council on the expenditures but Council retains full control within the statutory disbursement requirements.

Council Options:

None at this point as we will be bringing you an ordinance to consider. Once that is done the appointments must be made.

Staff Recommendation:

This is state law so there is really no option. We recommend compliance with the law.

Committee Recommendation:

Recommend we create the ordinance and appoint members in compliance with state law.



March 7, 2017

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

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

I am writing to you as part of our ongoing efforts to keep you informed of developments affecting Charter Communications subscribers.

Effective on April 25, 2017, the Esquire and Chiller channels will be dropped from our channel lineup in all North Carolina areas.

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

Sincerely,

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

Michael E. Tanck
Director of Government Affairs
Charter Communications

MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, March 27 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, April 4 th	5:00 p.m.	Administration Committee Special Meeting Council Conference Room
Monday, April 10 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, April 11 th	3:00 p.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room
Tuesday, April 11 th	5:00 p.m.	Public Safety Committee Council Conference Room
Tuesday, April 11 th	5:00 p.m.	Administration Committee Council Chambers, Administration Building
Monday, April 24 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