

Lancaster County Council Regular Meeting Agenda

Monday, May 22, 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**
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**
 - a. Minutes of the May 4, 2017 Committee of the Whole meeting – *pgs. 5-10*
 - b. Minutes of the May 8, 2017 regular meeting – *pgs. 11-17*
 - c. **3rd Reading of Ordinance 2017-1441 regarding Fee Agreement with Don Construction Products LLC**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Don Construction Products LLC, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Passed 7-0 at the April 24, 2017 County Council Meeting. Passed 7-0 at the May 8, 2017 County Council Meeting. - Jamie Gilbert/John Weaver – pgs. 18-48*
 - d. **2nd Reading of Ordinance 2017-1442 regarding the rezoning of property owned by James B. Kirk, Represented By Robert Woodson, III**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By James B. Kirk, Represented By Robert Woodson III, Located At Kirk Air Base, ± 2,300 FT. Off Kirk Air Base Road, From INS, Institutional District To RN, Rural Neighborhood District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the May 8, 2017 County Council Meeting. – Penelope Karagounis – pgs. 49-50*

- e. **2nd Reading of Ordinance 2017-1444 regarding the rezoning of property of PCI Group**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of LTRR Realty, LLC, Located At 11632 Harrisburg Road From IMX, Industrial Mixed-Use District To LI, Light Industrial District. – *Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the May 8, 2017 County Council Meeting. – Penelope Karagounis – pgs. 51-52*

8. Non-Consent Agenda

- a. **Public Hearing and 3rd Reading of Ordinance 2017-1440 regarding Amendment to Fee Agreement for Rico Industries, Inc., And Rico SC Realty, LLC**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amendment To The Fee Agreement Among Lancaster County, South Carolina, Rico Industries, Inc., And Rico SC Realty, LLC. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the April 24, 2017 County Council Meeting. Passed 7-0 at the May 8, 2017 County Council Meeting. – Jamie Gilbert/John Weaver – pgs. 53-60*
- b. **2nd Reading of Ordinance 2017-1443 regarding the rezoning of property of UHF Development Group, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of William Holt Earnheart, Jr. (0013-00-027.00), Johnny Wayne Jordan (0013-00-035.02), Howard And Dovie Monroe (0013-00-036.00), Doris Mack Farley (0013-00-039.00), Charlie Eugene Smith (0013-00-040.00), And James Randall Porter (0013-00-042.00). Each Of These Parcels Is Located Within The Indian Land Section Of Lancaster County, South Carolina. The Applicant Has Requested A Zoning Change For These Properties From RN, Rural Neighborhood District To RMX, Residential Mixed-Use District (0013-00-035.02, 0013-00-036.00, 0013-00-039.00, 0013-00-040.00, 0013-00-042.00). From LDR, Low Density Residential District To RMX, Residential Mixed Use District (0013-00-027.00). – *Planning Commission recommended denial by a vote of 4-3. Passed 6-1 at the May 8, 2017 County Council Meeting. – Penelope Karagounis – pgs. 61-62*
- c. **1st Reading of Ordinance 2017-1445 regarding Amendment to the Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County And PCI Group, Inc., And LTRR Realty, LLC**
Ordinance Title: An Ordinance To Ratify, Authorize And Approve The Execution And Delivery Of An Amendment To The Fee in Lieu Of Tax And Incentive Agreement Among Lancaster County, PCI Group, Inc., And LTRR Realty, LLC, As Previously Approved By Ordinance No. 2016-1426; To Ratify, Authorize And Approve The Execution And Delivery Of An Amendment To The Lease Agreement Between Lancaster County And LTRR Realty, LLC, As Previously Approved By Ordinance No. 2016-1426; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee) – John Weaver – pgs. 63-85*

- d. **1st Reading of Ordinance 2017-1446 regarding the Adoption of the Capital Improvements Program 2017 Through 2026**
Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Program 2017 Through 2026 As Recommended By The Lancaster County Planning Commission. – *(Favorable Recommendation – Administration Committee) - Steve Willis – pgs. 86-141*
- e. **1st Reading of Ordinance 2017-1447 regarding FY 2017-2018 Budget**
Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018 (FY 2017-18); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2017-18. – *Kimberly Hill – pgs. 142-162*
- f. **1st Reading of Ordinance 2017-1448 regarding Long Term Lease Of Two Pieces Of Property To The Indian Land Fire Department**
Ordinance Title: An Ordinance To Authorize And Approve The Long Term Lease Of Two County Owned Parcels Of Real Property To The Indian Land Volunteer Fire Department, Inc. For The Department's Use In Providing Enhanced Fire Service Protection. – *(Favorable Recommendation – Administration Committee and Public Safety Committee) – John Weaver – pgs. 163-168*
- g. **1st Reading of Ordinance 2017-1449 regarding Amending Prisoner Housing Fees**
Ordinance Title: An Ordinance To Amend Article Chapter 2, Article II, Division 5 (Prisoner Housing Fees) Of The Lancaster County Code Of Ordinances By The Addition Of Section 2-231(b) And, Further, To Approve An Intergovernmental Agreement Between The City Of Lancaster And The County Of Lancaster That Is Consistent With The Language And Provisions Contained In Section 2-231(b). – *John Weaver – pgs. 169-182*
- h. **1st Reading of Ordinance 2017-1450 regarding Amending the Procurement Code**
Ordinance Title: An Ordinance To Amend Portions Of Article VI (Lancaster County Procurement Code) Of The Lancaster County Code Of Ordinances So As To Make Various Changes To The Wording And Terms Contained In Section 2-256, To Delete In Its Entirety The Wording Noted In Section 2-287 And To Substitute And Replace Therefore The New Provisions Of Section 2-287 As Detailed Herein. – *(Favorable Recommendation – Administration Committee) – John Weaver/Veronica Thompson – pgs. 183-188*

9. **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. Nominations for appointments to Boards and Commissions for District 3 – *pgs. 189-195*

- Linda Bell for Historical Commission
- Charles Deese for Planning Commission
- Harvey Carnes for Board of Zoning Appeals
- Ed Lee for Airport Commission
- Odell Parker for Community Relations Board
- Hal Crenshaw for Assessment Appeals Board

c. Information on 3 DHEC grants for 2017 – *Steve Willis/Jeff Catoe– pgs. 196-202*

d. Discussion of Ordinance 2015-1327 – *Jack Estridge – pgs. 203-211*

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

None at this time.

11. Miscellaneous Reports and Correspondence

a. Charter Communications – *pg. 212*

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

13. Executive Session

- a. *Economic Development Discussion: Project 2017-2. SC Code 30-4-70(a)(5).***
- b. *Economic Development Discussion: Project 2017-3. SC Code 30-4-70(a)(5).***
- c. *Economic Development Discussion: Project 2017-4. SC Code 30-4-70(a)(5).***
- d. *Economic Development Discussion: Project 2017-5. SC Code 30-4-70(a)(5).***

14. Calendar of Events – *pg. 213*

15. Adjournment

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

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

Members of Lancaster County Council

Steve Harper, District 5, Chairman

Charlene McGriff, District 2, Vice Chairman

Larry Honeycutt, District 4, Secretary

Terry Graham, District 1

Billy Mosteller, District 3

Jack Estridge, District 6

Brian Carnes, District 7



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Minutes of the Lancaster County Council Meeting of the Whole

101 N. Main Street, Lancaster, SC 29720

Thursday, May 4, 2017

4:30 p.m.

Council Members present were Steve Harper, Charlene McGriff, Larry Honeycutt, Brian Carnes came in at 4:43 p.m., Billy Mosteller and Terry Graham. Also present was Steve Willis, John Weaver, Chelsea Gardner, Veronica Thompson, Kim Hill, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Welcome and recognition/pledge of allegiance and invocation

Councilmember Terry Graham welcomed everyone to the meeting and led in the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Larry Honeycutt made a motion to approve the agenda. Seconded by Charlene McGriff. Passed 6-0.

Citizens Comments

Doug Spinks, 301 W. Stevens Drive, Kershaw, SC 29067 spoke regarding the fire budget items.

Mitch Lucas, 205 W. Stevens Drive, Kershaw, SC 29067 spoke regarding the fire and sheriff budget.

Discussion and Action Items

- *Fiscal Year 2017-2018 Budget – Steve Willis/ Veronica Thompson/ Kimberly Hill*
(The budget document is on the County Website – www.mylancastersc.org)

County Administrator, Steve Willis gave information on the fire rescuers. When it was brought to the Public Safety Committee there was one recommendation and then when it was brought to the Administration Committee they had a different recommendation. The proposal is for five firefighters. Looking at the budget they were able to squeeze three in the regular budget and two were in the request for additional millage. The Public Safety Committee recommended following the original plan and that would have three firefighters by contract with the City and two County firefighters, one in Indian Land and one in Kershaw. The Administration Committee felt that they probably need to look at having all of them be County firefighters. If they look at three firefighters contracting with the City the cost is \$156,560. If they look at it in house then the cost goes to \$422,440.

Budget Analyst, Kimberly Hill presented a PowerPoint presentation. The PowerPoint that Ms. Hill reviewed is attached as schedule A. Ms. Hill mentioned that the mil value has increased again. Over the last ten years the average growth rate has been about 5 percent, with the last three years closer to 6 and 7 percent. Ms. Hill stated that this growth is already built into the budget and the County is still out of balance by about \$126,000. Ms. Hill went over the slide with the summary with all the revenue for this fiscal year. Ms. Hill is forecasting to come under this year in property taxes due to the reassessment, but overall the County will be fine and actually be increasing the fund balance.

Expenditures, Personnel Adjustments:

Ms. Hill noted that she will hit personnel changes first and then go department by department with major changes only. Lancaster County employees are getting a 2% cost of living increase next year and in addition to that the county is going to continue with the program of Veterans employees ten years going to their midpoint. Those are 391,000 approximately and 33,000. This year there were obviously way less employees at ten years because the program had just begun so they had to account the last two years for everyone that was ten years and above. This year there is only eleven employees that is going to get an increase.

Departments:

- **Non- Departmental:** There are two increases, those are controlled externally that's the property and liability insurance and our medical indigent fund.

- **County Council:** *Wages a salaries* the Clerk to Council position has been moved from the Administrator's budget to the Council's budget. The *equipment- capitalized* account includes \$250,000 from the sale of the fire apparatus. That is not to exceed for Rich Hill Tanker. A onetime item was removed from *miscellaneous expense*. The total budget for *Special Projects* for Council will increase \$231,060. Another fund balance item is in *Contractual* there are actually two. One is the \$25,000 addition from fund balance towards the strategic planning consultant. The second is a county-wide compensation study estimated at \$50,000 paid by fund balance. *Transfer to other funds:* removal of one-time transfer for Fleet Ops; additional of transfer fund 13.
- **Direct Assistance:** *Old English District:* It was recently presented to full Council that there is going to have to be a committee because the County has hit that magic amount. Funding was included for *public defender, soil and water and the solicitor's office* for them to get the same 2% as the rest of the County employees. Soil and water also has additional funding for water shed and dam maintenance.

Larry Honeycutt stated that he had a motion to make regarding the salaries for the solicitors professional staff of attorneys. Seconded by Charlene McGriff.

Larry Honeycutt moved that the proposed budget be adjusted and that \$75,000 be added to the solicitor's budget for salary increases for the assistant solicitors. The Administer is to make whatever adjustment is necessary in other funds so as not to increase the budget presented today.

Solicitor Randy Newman, explains why they need the \$75,000 as well as where the money will go. He refers to a hand out that was given out at the meeting and it is attached as Schedule B.

The motion that Larry Honeycutt made was seconded by Brian Carnes. Passed 7-0.

- **Administrator:** *Wages:* a decline in wages for moving two personnel, one under human resource and the other under council. Training was increased by \$10,000 to provide additional supervisor training countywide.
- **Finance:** *Wages:* a decrease because payroll was moved to human resources.
- **Human Resources:** *Wages:* increased because the Public Relations position has been added along with Payroll.
- **Risk Management:** *Special Projects:* A one-time funding from fund balance for building renovations was removed.

- **Information Technology:** *Training* was increased. Fund balance will be used to buy out the phone lease with Comporium. *Contractual* decreased, VC3 will no longer be used as our host and support as we get more IT staff in house. *Software* has increase for antivirus and antimalware.
- **Zoning:** *Advertising* was increased because the Board of Zoning Appeals is now under zoning rather than planning.
- **Planning:** Increase to *contractual* for UDO technical support, RFATS. *Special projects:* An additional \$25,000 from fund balance for a tracking software to be used between building, planning and zoning. That will come with an annual fee of \$12,000 that will reoccurring.
- **Assessor:** *Special Projects:* removed costs associated with reassessment.
- **Auditor:** *Wages:* transferred enforcement officer to Sheriff. *Contractual:* decreased for trend; some was transferred to training.
- **Treasurer:** Increased \$8,000 in bill printing due to growth.
- **Coroner:** A *clothing* budget was created to provide protective gear to full time and part time staff. *Contractual:* included \$5,000 to upgrade outdated software.
- **Sheriff:** *Wages:* Includes three positions, body cam position, code enforcement transfer, inventory manager, removal of Heath Springs officer. *Wages-PT:* Reduction that went toward the inventory manager. *Equipment-General:* removal of the one-time riot gear and addition of \$48,000 for in car cameras. *Communications:* radio budget transferred to commutations. *Gasoline:* reduced for trend. *Special Projects:* \$22,000 was added for the interface, e-ticket submission process.
- **Detention Center:** *Wages:* Contracted officer with the city. From fund balance \$19,000 was included to do a building study.
- **Communications:** Budget increased. A radio supply budget was created.
- **Emergency Management:** Reduction because of a one-time item was removed and transferred remaining to communications.

- **Fire Service: Contractual:** \$10,000 increase for OSHA testing. Decreased for the extrication equipment that is paid off.
- **Lancaster County Fire: Wages:** includes salaries off 3 rescue techs to the City. An explanation was given by Darren Player to inform Council furthermore about the proposal to fund three additional firefighters position with the city.
- **EMS: Training:** increased for additional biller training, *Supplies-Medical:* Increase in cost. *Equipment-Capitalized:* extension of the bays for the trucks.
- **Roads and Bridges:** Increased the *stone supply* budget. Special projects: removed slope work at EMS 8-one-time.
- **Fleet Operations: Equipment-Civilized:** removed one-time equipment purchase.
- **Building Maintenance: Utilities:** An increase because it steadily increases. *Contractual:* Transferred \$800,000 from fund balance will be used to provide countywide improvements to buildings.
- **Solid Waste: Mostly decreased. Contractual:** Removed IL site-one time.
- **Animal Shelter: Wages:** Transitioned the part time person to full time. *Contractual:* Removed one-time temp Money and added \$90,000 for incinerator.
- **DSS:** Removed building renovation money one- time.
- **Library: Wages:** Transitioned a part time to full time. Books and equipment: Reduced significantly.

Budget Analyst, Kimberly Hill gives an explanation of the Recreation Fund and that it has money included for the Kershaw Pool.

County Administrator, Steve Willis goes over the items that is on the Items to Consider list on schedule A.

Larry Honeycutt made the motion to add a deputy to the Sheriff's department within the FY 2017-2018 budget ordinance. Seconded by Brian Carnes. Passed 6-0.

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Adjournment

MOTION was made by Larry Honeycutt to adjourn. SECONDED by Terry Graham. Passed 6-0.

Respectfully Submitted:

Approved by Council, May 22, 2017

Chelsea H. Gardner
Deputy Clerk to Council

Larry Honeycutt, Secretary



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

DRAFT

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, May 8, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Sherrie Simpson, Veronica Thompson, Alex Moore, 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. Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the invocation.

Approval of the agenda

Charlene McGriff moved to approve the agenda. Seconded by Brian Carnes.

Jack Estridge moved that the agenda be amended to defer Item 9D (Discussion of Ordinance 2015-1327) until the next Council meeting. Seconded by Brian Carnes. Council approved the amended agenda by unanimous vote of 7-0.

Citizens Comments

Brad Llewellyn, 3029 Allendale Drive, Fort Mill, SC, spoke regarding Ordinance 2017-1444. He provided a handout attached as Schedule A.

Sara Phillips, 2045 Robert H. Kirk Road, Lancaster, SC, spoke regarding Trap/Neuter/Return.

Leland Summers, 1980 Robert Usher Road, Lancaster, SC, spoke regarding the Confederate Flag.

Ellen Belk, 507 Live Oaks Court, Fort Mill, SC, spoke in opposition to Ordinance 2017-1443.

Kelly High, 1680 Farmstead Road, Rock Hill, SC, spoke in support of Ordinance 2017-1443.

Billy Earnheart, 9714 Chestnut Road, Waxhaw, NC, and Randy Porter, 7981 River Road, spoke in support of Ordinance 2017-1443.

Matt Levesque, ESP Associates PA, Fort Mill, SC, spoke in support of Ordinance 2017-1443. He provided a handout attached as Schedule B.

Hubie Tolson, 520 East Front Street, New Bern, NC, spoke in support of Ordinance 2017-1443.

Tom Taft, 3301 Star Hill Farm Road, Greenville, NC, spoke regarding the UHF Development Group, LLC. He provided a Letter of Recommendation handout attached as Schedule C. He also provided a Taft Development Group project brochure attached as Schedule D.

Consent Agenda

Larry Honeycutt moved to approve consent agenda Item a, Item b, Item c and Item d. Seconded by Charlene McGriff. Council approved Consent Agenda Items a, b, c, and d by unanimous vote of 7-0.

- a. Minutes of the April 24, 2017 regular meeting
- b. **3rd Reading of Ordinance 2017-1437 regarding the rezoning of property owned by Thomas Wheeler**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 21.146 Acre Portion Of Property Of Mr. Thomas Wheeler, Located At 2402 Flat Creek Road From GB, General Business District To RN, Rural Neighborhood District.
- c. **3rd Reading of Ordinance 2017-1438 regarding amending the text of the UDO – Chapter 6**
Ordinance Title: An Ordinance To Amend The Text Of The Lancaster County Unified Development Ordinance, Chapter 6, Subdivision And Infrastructure Standards, Section 6.9.2A.2- Improvement Guarantees, Types Of Guarantees.

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d. 2nd Reading of Ordinance 2017-1440 regarding Amendment to Fee Agreement for Rico Industries, Inc., And Rico SC Realty, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amendment To The Fee Agreement Among Lancaster County, South Carolina, Rico Industries, Inc., And Rico SC Realty, LLC.

Non-Consent Agenda

Resolution 0960-R2017: A Resolution Establishing the Local Option Sales Tax Credit Factor For 2017-2018 Tax Year.

Brian Carnes moved to approve the Resolution. Seconded by Charlene McGriff. Council voted 7-0 to approve Resolution 0960-R2017.

Public Hearing and 3rd Reading of Ordinance 2017-1434 regarding Fee Agreement Among Lancaster County CompuCom Systems, Inc. And TKC Bailes Ridge Parkway, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County CompuCom Systems, Inc. And TKC Bailes Ridge Parkway, LLC, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1434. He asked if any citizens would like to come forward and speak. No citizens came forward for comments. Chairman Harper closed the public hearing.

Billy Mosteller moved to approve the 3rd Reading of Ordinance 2017-1434. Seconded by Jack Estridge. The 3rd Reading passed by unanimous vote of 7-0.

Public Hearing and 3rd Reading of Ordinance 2017-1439 regarding Fee Agreement Among Lancaster County And Movement Mortgage, LLC And TKC CCII, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Movement Mortgage, LLC And TKC CCII, LLC, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1439. He asked if any citizens would like to come forward and speak. No citizens came forward for comments. Chairman Harper closed the public hearing.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2017-1439. Seconded by Terry Graham. The 3rd Reading passed by unanimous vote of 7-0.

Public Hearing and 2nd Reading of Ordinance 2017-1441 regarding Fee Agreement with Company Known As Project DON

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And A Company Known To The County As Project DON, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Jaime Gilbert announced that the name of the Company known as Project DON is actually Don Construction Company, a UK based manufacturer. This facility will be the first U.S. facility for Don Construction Company. He stated the Company will make additives to go into concrete and will create 21 new jobs.

Chairman Steve Harper opened the floor for the public hearing for Ordinance 2017-1441. He asked if any citizens would like to come forward and speak. No citizens came forward for comments. Chairman Harper closed the public hearing.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2017-1441. Seconded by Billy Mosteller. The 2nd Reading passed by unanimous vote of 7-0.

1st Reading of Ordinance 2017-1442 regarding the rezoning of property owned by James B. Kirk, Represented By Robert Woodson, III

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By James B. Kirk, Represented By Robert Woodson III, Located At Kirk Air Base, ± 2,300 FT. Off Kirk Air Base Road, From INS, Institutional District To RN, Rural Neighborhood District.

Alex Moore explained that Mr. Woodson would like to build a house on the property. He stated that there is already a house on that property.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2017-1442. Seconded by Billy Mosteller. The 1st Reading passed by unanimous vote of 7-0.

1st Reading of Ordinance 2017-1443 regarding the rezoning of property of UHF Development Group, LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of William Holt Earnheart, Jr. (0013-00-027.00), Johnny Wayne Jordan (0013-00-035.02), Howard And Dovie Monroe (0013-00-036.00), Doris Mack Farley (0013-00-039.00), Charlie Eugene Smith (0013-00-040.00), And James Randall Porter (0013-00-042.00). Each Of These Parcels Is Located Within The Indian Land Section Of Lancaster County, South Carolina. The Applicant Has Requested A Zoning Change For These Properties From RN, Rural Neighborhood District To RMX, Residential Mixed-Use District (0013-00-035.02, 0013-00-036.00, 0013-00-039.00, 0013-00-040.00, 0013-00-042.00). From LDR, Low Density Residential District To RMX, Residential Mixed Use District (0013-00-027.00).

Alex Moore explained that the a public hearing for this Ordinance was held by the Planning Commission on April 18, 2017, where one citizen spoke and expressed concerns with traffic. The Planning Commission recommended denial of the rezoning application. However, he noted that the rezoning application is consistent with the Lancaster County 2024 Comprehensive Plan. He stated that a Master Plan will be required and that the Planning staff recommended a collector road be included in the Plan.

Larry Honeycutt confirmed that the Planning Commission recommended denial of the Ordinance but the Planning Department recommended approval. Alex stated that the staff recommended approval of the Ordinance.

Charlene McGriff confirmed that the rezoning request meets the 2024 Comprehensive Plan and that the collector road has to get approval at a later date. Alex Moore stated that the collector road would need approval once the Master Plan is submitted. John Weaver also stated that the collector road will need approval when the Master Plan is submitted to the Planning Commission and then later when it is submitted to County Council.

Terry Graham expressed his concerns regarding the future Development's impact on the service and infrastructure needs of the County and that Council is voting on an Ordinance before these issues are addressed. Hubie Tolson and John Weaver stated that those issues will be addressed in the Development Agreement. Jack Estridge confirmed that Council could vote against the Master Plan for the development if they want.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2017-1443. Seconded by Charlene McGriff. The Council voted 6-1 to approve the 1st Reading of Ordinance 2017-1443. Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff and Billy Mosteller voted in favor of approving the 1st Reading and Terry Graham opposed.

1st Reading of Ordinance 2017-1444 regarding the rezoning of property of PCI Group

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of LTRR Realty, LLC, Located At 11632 Harrisburg Road From IMX, Industrial Mixed-Use District To LI, Light Industrial District.

Alex Moore explained that this property was zoned Industrial under the old UDO and the new UDO converted it to IMX. The proposal is to take the zoning back to the correct zoning designation of LI.

Terry Graham asked if a buffer would be required if the rezoning is approved. Alex Moore stated that any additions to the property would require a buffer if the property is rezoned.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2017-1444. Seconded by Larry Honeycutt. The 1st Reading passed by unanimous vote of 7-0.

Discussion and Action Items

Appointments to the Fire Commission for an unexpired term for Camp Creek.

Steve Willis noted that the Fire Commission recommended the appointment of Brandon E. Roberts to fill an unexpired term for the Camp Creek Fire Department.

Billy Mosteller moved to approve the appointment of Brandon E. Roberts to the Lancaster County Fire Commission. Seconded by Larry Honeycutt. Passed by unanimous vote of 7-0.

Adoption of the 2017 Priority Needs list.

Larry Honeycutt moved to approve the adoption of the Lancaster County Prioritized Community Needs list as presented by the Council of Governments. Seconded by Charlene McGriff. Passed by unanimous vote of 7-0.

Amend the display of County Ordinary tax millage on the property tax bills.

Steve Willis discussed amending the way the County displays the tax millage on the property tax bills. The change would show citizens how much the County is paying in unfunded State mandates.

Billy Mosteller asked if an explanation of the change could be included in the tax bill so that citizens would not think it was a tax increase. Charlene McGriff agreed that an insert needed to be included in the tax bill explaining the change to citizens.

Charlene McGriff moved that the County Administrator work with the new County Auditor to prepare a final draft that amends the display of the County ordinary tax millage on the property tax bills for County Council's approval. Seconded by Larry Honeycutt. Passed by unanimous vote of 7-0.

Brian Carnes moved to amend the display of the County ordinary tax millage on the property tax bills. Seconded by Jack Estridge. Passed by unanimous vote of 7-0.

Discussion of Ordinance 2015-1327.

Deferred.

DRAFT

Executive Session

Terry Graham moved to go into Executive Session to hear two economic development discussions: Project Current and Project Pineapple. Seconded by Charlene McGriff. Passed by unanimous vote of 7-0.

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

Attorney John Weaver noted that Council received one economic development briefing during Executive Session. Council received a briefing on Project Current only. Project Pineapple was removed from the Executive Session briefing because it was not ready for consideration. He stated that during Executive Session no votes were taken and no decisions were made.

Economic Development Discussion: Project Current. SC Code 30-4-70(a)(5).

Larry Honeycutt moved that the Economic Development Director be authorized to move forward with Project Current and to return to Council when a more detailed plan of the project is available. Seconded by Terry Graham. Passed by unanimous vote of 7-0.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Brian Carnes. Passed by unanimous vote of 7-0. The Council Meeting adjourned at 7:39 p.m.

Respectfully Submitted:

Approved by Council, May 22, 2017

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2017-1441

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY AND DON CONSTRUCTION PRODUCTS LLC, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Act") to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code, as amended, and Section 12-44-70 of the Act to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Don Construction Products LLC, a North Carolina limited liability company (the "Sponsor") is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least Six Million, Two Hundred Thirty-Three Thousand Dollars (\$6,233,000.00) (the "Project");

(d) pursuant to Resolution No. 0959-R2017, adopted April 24, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits;

(e) the Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 313.0 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), including any extension to the Investment Period to which the County and the Sponsor agree, and also provides for special source revenue credits equal to (i) fifty percent (50%) of the fee-in-lieu of tax payments for the first seven (7) consecutive years of the Project and (ii) thirty percent (30%) of the fee-in-lieu of tax payments for the succeeding three (3) consecutive years of the Project; and

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

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Sponsor to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

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

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

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

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

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

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

Section 4. Approval and Execution of Fee Agreement.

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

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance 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 M. Simpson, Clerk to Council

| | | |
|-----------------|----------------|------------|
| First Reading: | April 24, 2017 | Passed 7-0 |
| Second Reading: | May 8, 2017 | Passed 7-0 |
| Public Hearing: | May 8, 2017 | |
| Third Reading: | May 22, 2017 | |

Exhibit A to Ordinance No. 2017-1441

Fee Agreement

See attached.

FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

DON CONSTRUCTION PRODUCTS LLC

Dated as of May 22, 2017

FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of May 22, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and DON CONSTRUCTION PRODUCTS LLC, a North Carolina limited liability company ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Companies propose to locate a manufacturing business in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of at least eighteen (18) new, full-time jobs and an investment of at least \$6,233,000 in the County; and

WHEREAS, the County Council approved on April 24, 2017, Resolution No. 0959-R2017 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Companies locating the Project in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Companies to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Sponsor will initially own that portion of the Project comprised of the Land (as defined herein), certain real property improvements, and personal property now or hereafter constructed thereon; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Companies agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
Don Construction Products LLC; Lancaster County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

1490 Kershaw Camden Hwy.
Lancaster, SC 29720
Portion of Parcel No. 0081-00-031.00
3. Minimum investment agreed upon: \$6,233,000
4. Length and term of this Agreement: 20 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement
6. Millage rate applicable for each year of this Agreement: 313.0 mills, except as otherwise provided in the Agreement.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to (i) 50% of Negotiated FILOT Payments for each of the first seven (7) consecutive years of the Project, and (ii) 30% of Negotiated FILOT Payments for each of the succeeding three (3) consecutive years of the Project.
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

“*Affiliate*” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of May 22, 2017.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

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

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

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (b) modifications which constitute an expansion of Existing Property.

“*FILOT*” shall mean the fee-in-lieu of taxes, which Sponsor is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by Sponsor pursuant to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the payment of the FILOT.

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Section 4.01(a) of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to create jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.12 of this Agreement.

“*Multi-County Park*” means the multi-county park established pursuant to the Multi-County Park Act and the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, as Amended and Restated as of November 9, 2015 with Exhibits Updated Through December 12, 2016, and as may be further amended and updated by the party counties, and any successor multi-county park arrangement in which the Land is included.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*New Full-Time Job*” means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be “Non-Qualifying Property.” The Companies agree that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“Project Commitment” shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credits” shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

“Sponsor Affiliate” shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement.

“State” shall mean the State of South Carolina.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

“Wage Requirement” means Sixteen Dollars and Forty-Two Cents (\$16.42) per hour, which is ninety-four percent (94%) of Seventeen Dollars and Forty-Seven Cents (\$17.47), and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the “Initial Hourly Wage”). The County shall change the Initial Hourly Wage at the end of the first five-year period (and at the end of every five-year period thereafter, if applicable) to ninety-four percent (94%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to the subsequent five-year period. The County shall provide notice to the Sponsor and Sponsor Affiliate of any adjustment to the Wage Requirement.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate its portion of the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(f) Sponsor intends to operate the Project as a part of its manufacturing business. The Project constitutes a "project" and "economic development property" as provided under the Act

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. Each Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the

Companies have otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to maintain the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project. (a) For the Project, the Companies agree and commit to invest at least Six Million Two Hundred Thirty-Three Thousand Dollars (\$6,233,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the creation and maintenance of the number of New Full-Time Jobs, paying an average hourly wage rate not less than the Wage Requirement, by year as follows: (i) Year 1 – not less than 2; (ii) Year 2 – not less than 6; (iii) Year 3 – not less than 8; (iv) Year 4 – not less than 12; (v) Years 5 through 10 – not less than 18 (the “Jobs Commitment”). As used in this subsection (b), the “Year” number refers to the year that corresponds with the earlier of either the year following the year in which Economic Development Property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year. The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement, each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of their

most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate New Full-Time Jobs maintained by the Companies at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide the County Economic Development Director a copy of Sponsor's (i) most recently filed Quarterly Report Form submitted to the South Carolina Coordinating Council for Economic Development with respect to Job Development Credits awarded in connection with the Project, within thirty days of the filing of the form with the state, and (ii) most recently filed Department of Revenue Form SC SCH. TC 4 (New Jobs Credit). Sponsor agrees to redact any personally identifying information and proprietary and confidential information prior to submitting either form to the County Economic Development Director. In lieu of providing either the Job Development Credit form or New Jobs Credit form, or both, Sponsor and the County Economic Development Director may agree on an alternative method for the Sponsor to demonstrate compliance with the Jobs Commitment.

(c) (1) Each Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in subsection (a) and (b) of this section (collectively, "Filings").

(2) Each Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the of Companies' books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by any Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(d) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as

Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) As long as no event of default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company may, at its own expense, add to the Project any real and personal property as such Company in its discretion deems useful or desirable.

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) For the Project:

(1) With respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would

otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 313.0 mils, for the entire term of this Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to (i) 50% of Negotiated FILOT Payments for each of the first seven (7) consecutive years of the Project and (ii) 30% of Negotiated FILOT Payments for each of the succeeding three (3) consecutive years of the Project.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event a Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event a Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments

would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon any Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by any Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the twenty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the applicable Investment Period ("**Act Minimum Investment Requirement**"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments

shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, at the end of Year 3, the Jobs Commitment provides for the maintenance of not less than 8 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 6, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 4 is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j)(1) would be calculated as follows:

Jobs Commitment at the end of Year 3: 8 New Full-Time Jobs

Jobs Maintained at the Project at the end of Year 3: 6 New Full-Time Jobs

Special Source Revenue Credit reduction for Year 4:

$$[8 - 6] / 8 = 2 / 8 = 25.0\%$$

$$25.0\% \times \$50,000.00 = \mathbf{\$12,500.00}$$

As an additional example, and by way of example only, if, at the end of Year 5, the Jobs Commitment provides for the maintenance of not less than 18 jobs satisfying the Jobs Commitment, the actual number jobs satisfying the Jobs Commitment is 12, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 6 is One Hundred Thousand Dollars (\$100,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j)(1) would be calculated as follows:

Jobs Commitment at the end of Year 5: 18 New Full-Time Jobs

Jobs Maintained at the Project at the end of year 5: 12 New Full-Time Jobs

Special Source Revenue Credit reduction for Year 6:

$$[18 - 12] / 18 = 6 / 18 = 33.33\%$$

33.33% x \$100,000.00: **\$33,333.33**

(k) Beginning with the year following the end of the tenth (10th) tax year after Economic Development Property is first placed in service, and for each year thereafter, Sponsor and Sponsor Affiliate agree that the FILOT Payment due for the Economic Development Property shall be calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes, if Sponsor in the immediately prior year

(i) failed to maintain investment in the Project for Economic Development Property, without regard to depreciation or other diminution in value, of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00), or

(ii) failed to maintain for the Project at least 15 New Full-Time Jobs.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume that in Year 13 the investment level set in this subsection (k) has not been maintained, that the millage rate applicable for tax bills to be sent in Year 14 is 350, and all of the Economic Development Property would have a 10.5% assessment ratio applied if the property were subject to *ad valorem* taxation, then the FILOT Payment for Year 14 would be computed using the millage rate of 350 (instead of 313) and the 10.5% assessment ratio (instead of 6%). As an additional example, and by way of example only, assume that in Year 19 the investment level set in this subsection (k) has been maintained, but that the maintained number of New Full-Time Jobs was 10, that the millage rate applicable for tax bills to be sent in Year 20 is 375, and all of the Economic Development Property would have a 10.5% assessment ratio applied if the property were subject to *ad valorem* taxation, then, the FILOT Payment for Year 20 would be computed using the millage rate of 375 (instead of 313) and the 10.5% assessment ratio (instead of 6%).

(l) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of subsections (h) through (k) shall be paid within 90 days, following written notice thereof from the County to the Companies.

(m) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(l), "**cease operations**" means permanent closure of the facility. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid.

The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for the purposes identified in Section 2.02(f) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agree that the Indemnified Parties shall not be liable for, and agree to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all

costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by any Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies' expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of twenty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies. (a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default; or

(3) a cessation of operations at the Project.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(c); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder,

including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

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

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

(b) As to the Sponsor:

Don Construction Products LLC
ATTN: Mutaz Maroun
Belgrave House, 39-43 Monument Hill
Weybridge, Surrey KT13 8RN, UK
Telephone: 917.716.0332
Email: mutaz.maroun@dcp-int.com

With a copy, in each case, to (which shall not constitute notice):

George Pretty
Parker Poe Adams & Bernstein LLP
Three Wells Fargo Center
401 South Tryon Street, Suite 3000
Charlotte, North Carolina 28202
Phone: (704) 335-9073
Email: georgepretty@parkerpoe.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not

expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie M. Simpson, Clerk to Council

DON CONSTRUCTION PRODUCTS LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

All that piece or parcel of land lying in Lancaster County, South Carolina and shown as Tract C (9.625 Acres) on that certain Plat of Survey and Subdivision Plan for KCH Real Estate, LLC prepared by Enfinger & Associates, dated March 2, 2017 and recorded on May 12, 2017 in Plat Book 2017 at Page 348.

Portion of Parcel No. 0081-00-031.00

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1442

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY JAMES B. KIRK, REPRESENTED BY ROBERT WOODSON III, LOCATED AT KIRK AIR BASE, ± 2,300 FT. OFF KIRK AIR BASE ROAD, FROM INS, INSTITUTIONAL DISTRICT TO RN, RURAL NEIGHBORHOOD DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Robert Woodson III applied to rezone property located at Kirk Air Base, ± 2,300 ft. off Kirk Air Base Road from INS, Institutional District, to RN, Rural Neighborhood District.

(b) On April 18, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from INS, Institutional District to RN, Rural Neighborhood District for the following property as identified by tax map number or other appropriate identifier:

Portion of Tax Map No. 0088-00-107.00, Portion of Tax Map No. 0100-00-001.03

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: 5-8-17 Passed 7-0
Second Reading: 5-22-17
Third Reading: 6-12-17 (Tentative)

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1444

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF LTRR REALTY, LLC, LOCATED AT 11632 HARRISBURG ROAD FROM IMX, INDUSTRIAL MIXED-USE 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) Walter Pawul Jr. (PCI Group, LLC) applied to rezone property located at 11632 Harrisburg Road from IMX, Industrial Mixed-Use District, to LI, Light Industrial District.

(b) On April 18, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from IMX, Industrial Mixed-Use District to LI, Light Industrial District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0002-00-028.00.

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: 5-8-17 Passed 7-0
Second Reading: 5-22-17
Third Reading: 6-12-17 (Tentative)

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STATE OF SOUTH CAROLINA)
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COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1440

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT AMONG LANCASTER COUNTY, SOUTH CAROLINA, RICO INDUSTRIES, INC., AND RICO SC REALTY, LLC.

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

Section 1. **Findings.**

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (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");

(b) the County has previously entered into that certain Fee Agreement among the County, Rico Industries, Inc. ("RI"), and Rico SC Realty, LLC ("RLLC") dated as of March 1, 2011, as amended, modified and supplemented from time to time (the "Fee Agreement");

(c) in recognition of the substantial investment by RI and RLLC (collectively, "Rico") in land, improvements and business personal property in the County (collectively, the "Project") during the term of the Fee Agreement, and at the request of Rico, the County desires to provide further assistance to Rico, and in connection therewith to make certain amendments to the Fee Agreement pursuant to the terms of a First Amendment to the Fee Agreement to be entered into among the County and Rico (the "First Amendment"); and

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

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, 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 First Amendment to be delivered to Rico. 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 Amendments 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

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: | April 24, 2017 | Passed 7-0 |
| Second Reading: | May 8, 2017 | Passed 7-0 |
| Public Hearing: | May 22, 2017 | |
| Third Reading: | May 22, 2017 | |

Exhibit A to Ordinance No. 2017-1440

**First Amendment to Fee Agreement
Among
Lancaster County and Rico Industries, Inc., and Rico SC Realty, LLC**

See attached.

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**FIRST AMENDMENT TO THE FEE AGREEMENT
AMONG
LANCASTER COUNTY, SOUTH CAROLINA, RICO INDUSTRIES, INC.,
AND RICO SC REALTY, LLC**

This FIRST AMENDMENT TO THE FEE AGREEMENT among LANCASTER COUNTY, SOUTH CAROLINA, RICO INDUSTRIES, INC., AND RICO SC REALTY, LLC (the "First Amendment"), is made as of this ____ day of _____, 2017, by and among RICO INDUSTRIES, INC. ("RI"), RICO SC REALTY, LLC ("RLLC"), and LANCASTER COUNTY, SOUTH CAROLINA (the "County").

RECITALS

WHEREAS, RI and RLLC (collectively, the "Company") and the County, acting by and through its County Council (the "County Council"), previously entered into a fee in lieu of tax agreement dated as of March 1, 2011 (the "Fee Agreement") pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), in order to provide for the payment of a fee in lieu of taxes with respect to the Company's proposed manufacturing facilities in the County (the "Project"); and

WHEREAS, the Company is contemplating an additional investment of at least \$350,000 (the "Additional Investment") in the Project, as the Fee Agreement defines that term, which is anticipated to result in the creation of at least 15 new full-time jobs (the "Additional Jobs"), all over a five (5) year period; and

WHEREAS, the Company applied to the County prior to the expiration of the Investment Period (as defined in the Fee Agreement) for a five (5) year extension of the Investment Period in order to include the Additional Investment in the Fee Agreement; and

WHEREAS, the Company has invested significant capital and has created valuable jobs meeting the minimum investment and minimum job requirements pursuant to Section 4.2(b) of the Fee Agreement that have provided significant benefits to the County; and

WHEREAS, by passage of Ordinance No. 2017-____, the County Council approved this First Amendment.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Company hereby agree as follows:

1. The definition of "Investment Period," as contained in Section 1.1 of the Fee Agreement, is amended to read:

“‘Investment Period’ shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date, provided that the Company and County may agree to a later date if authorized by the Act.”

2. Section 4.2(b) of the Fee Agreement is amended to read:

“If the Company does not invest at least \$4,350,000 in the Project (excluding the value of real property contributed by the County to the Company) or create at least 45 new full-time jobs (calculated by reference to the Company’s FORM SC SCH. TC4 “NEW JOBS CREDIT” line 3 “monthly average of full time employees”) (collectively, “New Jobs”), including jobs transferred from outside of the County, in connection with the Project by the end of the Investment Period, then the Company shall pay to the County a pro-rata portion of the Infrastructure Credits received pursuant to Section 4.1(c) during years five through ten of the Investment Period (2017–2021) based on the average of the following proportions: (i) the proportion the investment level achieved (excluding the value of real property contributed by the County to the Company) is to \$4,350,000, not to exceed 100%; and (ii) the proportion the number of New Jobs is to 45, not to exceed 100%. The amount due pursuant to this subsection (b) shall be collected and enforced in accordance with Section 12-44-90 of the Act. The Company agrees that if this Fee Agreement is terminated pursuant to this subsection, under no circumstance shall the County be required to refund or pay any monies to the Company.

For purposes of calculating New Jobs under this Agreement, the County and the Company agree that the Company’s base employment is 91 full-time jobs as of calendar year 2010 (“Base Employment”) and any New Jobs are only those New Jobs created in excess of such Base Employment in subsequent years.”

3. Section 4.2(c) of the Fee Agreement is amended to read:

“After expiration of the Investment Period, the Company agrees that if in any year the Company fails to maintain an investment of at least \$4,350,000 (excluding the value of real property contributed by the County to the Company) in the Project and fails to maintain at least 45 New Jobs, including jobs transferred from outside of the County, in connection with the Project, then the annual Payment in Lieu of Taxes due for the Economic Development Property for the following year shall be calculated, notwithstanding the provisions of Section 4.1(a), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxation. The Fee Agreement shall, however, not terminate, unless the Company fails to maintain these requirements for three consecutive years, in which case this Fee Agreement is terminated on a prospective basis and no repayment obligation to the County shall arise if the Fee Agreement is terminated pursuant to this subsection (c).”

4. Except as amended hereby, the Fee Agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, **LANCASTER COUNTY, SOUTH CAROLINA, RICO INDUSTRIES, INC., AND RICO SC REALTY, LLC** each pursuant to due authority, have duly executed this First Amendment to the Fee Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

RICO INDUSTRIES, INC.

By: _____
Its: _____

RICO SC REALTY, LLC

By: _____
Its: _____

The Lancaster News

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

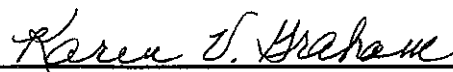
NOTICE OF A PUBLIC HEARING PRIOR TO FINAL ACTION BY THE COUNTY COUNCIL OF LANCASTER COUNTY TO ENTER INTO AN ORDINANCE.

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the Council Chambers of the County Council, 101 North Main Street, 2nd Floor of County Administration Building, Lancaster, South Carolina, at 8:00 p.m. on May 22, 2017 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT AMONG LANCASTER COUNTY, SOUTH CAROLINA, RICO INDUSTRIES, INC., AND RICO SC REALTY, LLC; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO."

Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.

By order of the County Council of Lancaster County, South Carolina.
142-53-1W-Haynsworth
SinklerBoyd-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of



Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1443

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF WILLIAM HOLT EARNHEART, JR. (0013-00-027.00), JOHNNY WAYNE JORDAN (0013-00-035.02), HOWARD AND DOVIE MONROE (0013-00-036.00), DORIS MACK FARLEY (0013-00-039.00), CHARLIE EUGENE SMITH (0013-00-040.00), AND JAMES RANDALL PORTER (0013-00-042.00). EACH OF THESE PARCELS IS LOCATED WITHIN THE INDIAN LAND SECTION OF LANCASTER COUNTY, SOUTH CAROLINA. THE APPLICANT HAS REQUESTED A ZONING CHANGE FOR THESE PROPERTIES. FROM RN, RURAL NEIGHBORHOOD DISTRICT TO RMX, RESIDENTIAL MIXED-USE DISTRICT (0013-00-035.02, 0013-00-036.00, 0013-00-039.00, 0013-00-040.00, 0013-00-042.00). FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO RMX, RESIDENTIAL MIXED USE DISTRICT (0013-00-027.00).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) UHF Development Group, LCC applied to rezone six (6) properties. From RN, Rural Neighborhood District to RMX, Residential Mixed-Use District (0013-00-035.02, 0013-00-036.00, 0013-00-039.00, 0013-00-040.00, 0013-00-042.00). From LDR, Low Density Residential District to RMX, Residential Mixed Use District (0013-00-027.00).

(b) On April 18, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (4-3), recommended to deny the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0013-00-027.00, 0013-00-035.02, 0013-00-036.00, 0013-00-039.00, 0013-00-040.00, 0013-00-042.00.

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: 5-8-17 Passed 6-1
Second Reading: 5-22-17
Third Reading: 6-12-17 (Tentative)

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Agenda Item Summary

Ordinance #: 2017 - 1445

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: May 22, 2017



Issue for Consideration: Whether or not it is appropriate for Council to consider revisiting a FILOT issue that originally was considered and passed via Ordinance No. 2016-1426, this being necessary because of an administrative recording error that occurred when the ordinance originally was considered by Council and, again, on or about December 15, 2016 when Page Five of the Amendment To Fee In Lieu Of Tax And Incentive Agreement with PCI Group, Inc. was not included in the FILOT Agreement that accompanied the recorded ordinance.

Points to Consider: Ordinance No. 2016-1426 was considered by Council on November 14, 2016, November 28, 2016 and on December 12, 2016. The ordinance considered involved an amendment to the original lease and FILOT Agreement with PCI Group, Inc., those contracts having been consummated in 2010.. The purpose of the 2016 ordinance (2016-1426) was to extend the lease and tax incentives because of the company's pledge to create no less than one hundred (100) new jobs at an average wage of \$17.47. While all pages of the amendment to the FILOT Agreement were included in the packets considered by Council, Page Five of the Amendment to the Lease Agreement was not. **A copy of the missing Page Five accompanies this Agenda Item Summary.** In fact, when the original Amendment to the lease Agreement was later signed by both parties, Page Five was included. Nevertheless, because the ordinance recorded on December 15, 2016 did not include Page Five of the Amendment to the Lease Agreement, the County Attorney felt it appropriate that Council revisit the ordinance so as to ratify, authorize and approve the amendment to the lease agreement.

Funding and Liability Factors: None

Council Options: Approve or deny the 1st Reading of the ordinance so as to insure the document appearing on the public records of Lancaster County is consistent with the document agreed to by and between the County and PCI Group, Inc.

Recommendation: The County Attorney and the Administration Committee both recommend that Council pass this ordinance for the reason(s) cited.

6. Upon submission of appropriate documentation of the expenditure, LTRR agrees to reimburse the County, not later than February 28, 2017, for the County's reasonable unreimbursed actual costs related to this Amendment to Lease Agreement. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

7. The Amendment to Lease Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Amendment of Lease Agreement or any counterpart of any document that is attached to this Amendment to Lease Agreement as an exhibit.

8. The laws of the State shall govern the construction of this Amendment to Lease Agreement.

9. Except as provided in this Amendment to Lease Agreement and the Amendment to Fee Agreement made and entered into as of August 31, 2010 by and between LTRR and County, the Initial Lease Agreement shall in all other respects remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and LTRR REALTY, LLC, each pursuant to due authority, have duly executed this Amendment to Lease Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council


Steve Harper, Secretary, County Council

ATTEST:


Chelsea Gardner
Clerk to Council

LTRR REALTY, LLC

By: 
Name: WALTER F. PAWEL, JR.
Its: member

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1445

AN ORDINANCE

TO RATIFY, AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT AMONG LANCASTER COUNTY, PCI GROUP, INC., AND LTRR REALTY, LLC, AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2016-1426; TO RATIFY, AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN LANCASTER COUNTY AND LTRR REALTY, LLC, AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2016-1426; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings; 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 Chapter 12, Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Title Transfer Act"), and 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 "Title 12 Act" and collectively with the Title Transfer Act, 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 has previously entered into (i) pursuant to the Title Transfer Act, that certain Lease Agreement between the County and Virtual Image Technology, LLC, executed in 1999, as subsequently assigned to LTRR Realty, LLC, a South Carolina limited liability company ("LTRR") (as amended, modified and supplemented from time to time, the "Lease Agreement"), and (ii) pursuant to the Title 12 Act, that certain Fee in Lieu of Tax and Incentive Agreement between the County and PCI

Group, Inc. ("PCI"), dated as of March 31, 2008 (as amended, modified and supplemented from time to time, the "Fee Agreement" and collectively with the Lease Agreement, the "Incentive Agreements");

(3) by passage of Ordinance No. 2016-1426 on December 12, 2016 ("2016 Ordinance"), Council recognized the substantial investment by LTRR and PCI in land, improvements and business personal property in the County (collectively, the "Project") during the term of the Incentive Agreements, and provided further assistance to LTRR and PCI, and in connection therewith approved certain amendments to the Lease Agreement and the Fee Agreement pursuant to the terms of (i) an Amendment to Lease Agreement entered into between the County and LTRR (the "Lease Amendment"), and (ii) an Amendment to Fee Agreement entered into between the County and PCI (the "Fee Agreement Amendment" and collectively with the Lease Amendment, the "Amendments"); and

(4) following passage of Ordinance No. 2016-1426, the County, LTRR and PCI executed the Amendments, both made and entered into as of December 12, 2016; and

(5) a review of the agenda material for the Council meeting of December 12, 2016, and a review of the 2016 Ordinance filed in the Office of the Lancaster County Clerk of Court on December 16, 2016 at 3:27 p.m., reveals that page number 5 of 6 of Exhibit B, the Fee Agreement Amendment, is missing; and

(6) a review of the fully executed Fee Agreement Amendment reveals that the executed document contains a page numbered 5 of 6; and

(7) all parties to the Lease Amendment and Fee Agreement Amendment seek to have a record that reflects the authorization and approval of the complete Fee Agreement Amendment, including the page numbered 5 of 6.

(B) It is the purpose of this ordinance to ratify the prior authorization, approval and execution of the Lease Amendment and Fee Agreement Amendment, including the page numbered 5 of 6, both dated and effective as of December 12, 2016.

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 Amendments 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 Amendments, 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 Amendments 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. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project: The Project is expected to result in 153 new jobs with an annual payroll of over \$4.6 million. Using the LOCI economic impact model developed by Georgia Tech which includes specific County and Project inputs, the direct economic net benefit (revenues minus expenditures) of the Project to Lancaster County and school district over ten years is estimated at \$918,901. The incentive to net benefit ratio for the Project is estimated to be \$1:\$2.76.

Section 4. Ratification, Authorization and Approval of Lease Amendment.

The form, terms, and provisions of the Lease Amendment dated and effective as of December 12, 2016, attached hereto as Exhibit A, as previously approved by Ordinance No. 2016-1426, are ratified, authorized and approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Lease Amendment was set out in this ordinance in its entirety. Further, Council ratifies, authorizes and approves the execution and delivery of the Lease Amendment dated and effective as of December 12, 2016, by the Council Chair and Council Secretary as authorized and approved in Ordinance No. 2016-1426.

Section 5. Ratification, Authorization and Approval of Fee Agreement Amendment.

The form, terms, and provisions of the Fee Agreement Amendment dated and effective as of December 12, 2016, attached hereto as Exhibit B, as previously approved by Ordinance No. 2016-1426, including the page numbered 5 of 6, are ratified, authorized, and approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement Amendment, including the page numbered 5 of 6, was set out in this ordinance in its entirety. Further, Council ratifies, authorizes and approves the execution and delivery of the Fee Agreement Amendment, including the page numbered 5 of 6, dated and effective as of December 12, 2016, by the Council Chair and Council Secretary as authorized and approved in Ordinance No. 2016-1426.

Section 6. Economic Development Fund.

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

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

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Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon Third Reading.

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: | May 22, 2017 | |
| Public Hearing: | June 12, 2017 | Tentative |
| Second Reading: | June 12, 2017 | Tentative |
| Third Reading: | June 26, 2017 | Tentative |

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Exhibit A to Ordinance No. 2017-1445

**Amendment to Lease Agreement
Between
Lancaster County, South Carolina and LTRR Realty, LLC**

See attached.

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Exhibit B to Ordinance No. 2017-1445

**Amendment to Fee in Lieu of Tax and Incentive Agreement
Between
Lancaster County and PCI Group, Inc.**

See attached.

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AMENDMENT
TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
PCI GROUP, INC.

AMENDMENT DATED AS OF
DECEMBER 12, 2016

AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This **AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT** (the "Amendment to Fee Agreement") is made and entered into as of December 12, 2016, by and between **LANCASTER COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "Council") as governing body of the County, and **PCI GROUP, INC.**, a New York corporation (the "Company").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, codified as Chapter 44, Title 12, Code of Laws of South Carolina 1976 (the "Code"), as amended (the "FILOT Act"), and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, in connection therewith, the County (i) adopted an Inducement Resolution on January 7, 2008 (Resolution No. 602), and (ii) entered into a Fee in Lieu of Tax and Incentive Agreement with the Company dated as of March 31, 2008, (as amended, supplemented and assigned from time to time, the "Initial Fee Agreement") whereby the County agreed to provide fee-in-lieu of tax incentives with respect to certain investments made by the Company in real and personal property in the County (the "Project");

WHEREAS, in recognition of the substantial investment made by the Company in the County and the Company's commitment to maintain at least one hundred (100) full-time jobs at the Project, the County has agreed to provide for an additional special source revenue credit with respect to certain investment made in connection with the Project (the "Additional Special Source Credit");

WHEREAS, the Company and the County desire to amend the Initial Fee Agreement in order to set forth the terms and conditions of the Additional Special Source Credit offered to the Company by the County;

WHEREAS, pursuant to the FILOT Act, and based on information provided to it by the Company, the Council found that (i) the Project will continue to constitute a "project" pursuant to the FILOT Act, and the Amendment to Fee Agreement will promote the purposes enumerated in the FILOT Act, and in all respects conform to the provisions and requirements of the FILOT

Act, (ii) 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, (iii) neither the Project, the Amendment to Fee Agreement, 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, (iv) the purposes to be accomplished by the Project and the Amendment to Fee Agreement are proper governmental and public purposes, and (v) 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; and

WHEREAS, the County and the Company desire to execute this Amendment to Fee Agreement to reflect their agreement on the above mentioned revisions to the Initial Fee Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment to Fee Agreement shall have the meanings set forth in the Initial Fee Agreement, unless the context clearly indicates otherwise.
2. Article I of the Initial Fee Agreement, relating to Definitions, is hereby amended by adding the following defined terms:

“Additional Special Source Credits’ shall mean the special source revenue credits described in Sections 3.2(c) and 3.2(d) hereof.

‘Amendment to Fee Agreement’ shall mean the Amendment to Fee Agreement, dated as of December 12, 2016, between the County and the Company.

‘Initial Fee Agreement’ shall mean the Agreement between the County and the Company, dated as of March 31, 2008, as amended, supplemented and assigned.

‘Multi-County Park Act’ means Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution.”

3. Article I of the Initial Fee Agreement, relating to Definitions, is hereby amended by deleting the definition of "Special Source Credits" in its entirety and replacing it with the following:

"Special Source Credits" shall mean the special source revenue credits described in Sections 3.2(a) and 3.2(b) hereof."

4. Section 3.2 of the Initial Fee Agreement is hereby amended by adding the following subsections (c) and (d) to Section 3.2:

"(c) In addition to the Special Source Credits the Company may be entitled to claim pursuant to Sections 3.2(a) and 3.2(b) hereto, the County agrees that as an additional means for reimbursement for the Company's investment in Special Source Improvements, the Company shall be entitled to claim annual special source revenue credits (the "Additional Special Source Credits") in amounts equal to 50% of the Company's Negotiated FILOT Payments or *ad valorem* property tax payments, as the case may be, with respect to investments in any machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company or any Co-Investors for use on or about the Land that is not otherwise entitled to the Special Source Credits provided by Sections 3.2(a) and 3.2(b) hereto (including, without limitation, any such investment made after the expiration of the Investment Period). The Additional Special Source Credits shall be provided for a period of seven (7) years, beginning with the tax year in which the Amendment to Fee Agreement is executed.

(d) If the Company, collectively with any Co-Investors, fails to maintain one hundred (100) full-time jobs at the Project paying an average hourly wage of at least \$17.47 (the "Jobs Requirement"), the Additional Special Source Credits shall be subject to repayment, with respect to any year in which such Jobs Requirement is not met, as follows:

Repayment Amount = Total dollar amount of Additional Special Source Credits received, *minus* (total dollar amount of Additional Special Source Credits received, *multiplied by* Repayment Achievement Percentage).

Repayment Achievement Percentage = total full-time jobs paying an average hourly wage of at least \$17.47 maintained at the Project as of the last day of such calendar year, *divided by* 100.

For example, and by way of example only, if the Company maintains 90 full-time jobs at the Project paying an average hourly wage of at least \$17.47 at the end of a certain year, and if the Company had received \$100,000 in Additional

Special Source Credits for such year, the repayment amount would be \$10,000.00, calculated as follows:

$$\text{Repayment Achievement Percentage} = 90 / 100 = 90.0\%$$

$$\begin{aligned} \text{Repayment Amount} &= \$100,000 - (\$100,000 \times 90.0\%) = \$100,000 \\ \text{minus } \$90,000 &= \$10,000.00 \end{aligned}$$

5. Article III of the Initial Fee Agreement, relating to Certain Undertakings of the County, is hereby amended by adding at the end a new section, Section 3.4:

"Section 3.4 Multi-County Park. The County agrees to use its best efforts to maintain the Land in a multi-county park established pursuant to the Multi-County Park Act until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County."

6. Section 6.1 of the Initial Fee Agreement, relating to Administration Expenses, is amended to read:

"(a) The Company will reimburse the County from time to time for its Administration Expenses, including reasonable attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that, as of the date of this Agreement and except as provided in subsection (b) of this section, it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from its attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The County has engaged the McNair Law Firm, P.A., for purposes of negotiating and implementing this Agreement.

(b) In addition to the reimbursement of Administration Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand Dollars (\$1000.00)."

7. Section 7.3 of the Initial Fee Agreement, relating to Records and Reports, is amended by adding at the end of the section:

“(c) Through the duration of the FILOT agreement, PCI Group will submit annually to the Lancaster County department of Economic development a yearly employment report in Excel format by July 15th that provides the names, employment identification numbers, wages paid and total hours worked for the previous completed twelve months (July 1 - June 30). This information will be used to advise the County Auditor regarding compliance with the terms and conditions of the agreement associated with subsequent property taxes due for the year. The yearly employment report will be considered proprietary and subject to the confidentiality agreement previously signed.”

8. Upon submission of appropriate documentation of the expenditure, Company agrees to reimburse the County, not later than February 28, 2017, for the County’s reasonable unreimbursed actual costs incurred related to this Amendment to Fee Agreement. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney’s fees.

9. The laws of the State shall govern the construction of this Amendment to Fee Agreement.

10. Except as provided in this Amendment to Fee Agreement, the Initial Fee Agreement shall in all other respects remain in full force and effect.

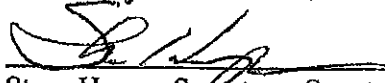
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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and
PCI GROUP, INC., each pursuant to due authority, have duly executed this Amendment to Fee
Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council




Steve Harper, Secretary, County Council

ATTEST:



Chelsea Gardner
Clerk to Council

PCI GROUP, INC.

By: 

Name: WALTER F. PANNIC, JR.

Its: _____

November 16, 2016

**AMENDMENT
TO
LEASE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
LTRR REALTY, LLC
AMENDMENT DATED AS OF
DECEMBER 12, 2016**

AMENDMENT TO LEASE AGREEMENT

This **AMENDMENT TO LEASE AGREEMENT** (the "Amendment to Lease Agreement") is made and entered into as of December 12, 2016, by and between **LANCASTER COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "Council") as governing body of the County, and **LTRR REALTY, LLC**, a South Carolina limited liability company (the "LTRR").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Chapter 12, Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Title Transfer Act"), to covenant with investors to accept certain payments in lieu of *ad valorem* taxes with respect to projects qualifying under the Title Transfer Act;

WHEREAS, in connection therewith, the County entered into a Lease Agreement with Virtual Image Technology, LLC ("VIT"), executed in 1999 (the "Initial Lease Agreement"), whereby the County agreed to provide fee-in-lieu of tax incentives with respect to certain investments made by VIT in real and personal property in the County (the "Project");

WHEREAS, the right, title and interest of VIT in the Initial Lease Agreement were assigned to LTRR, as approved by a Consent of the County executed on October 12, 2009;

WHEREAS, in recognition of the substantial investment made by LTRR in the County and LTRR's commitment to maintain at least ninety (90) full-time jobs at the Project, the County has agreed to provide for an extension of the term of the Initial Lease Agreement;

WHEREAS, LTRR and the County desire to amend the Initial Lease Agreement in order to set forth the terms and conditions described herein with respect to the Project;

WHEREAS, pursuant to the Title Transfer Act, and based on information provided to it by LTRR, the Council found that (i) the Project will continue to constitute a "project" pursuant to the Title Transfer Act, and the Amendment to Lease Agreement will promote the purposes enumerated in the Title Transfer Act, and in all respects conform to the provisions and requirements of the Title Transfer Act, (ii) 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, (iii) neither the Project, the Amendment to Lease Agreement, 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, (iv) the purposes to be accomplished by the Project and the Amendment to Lease Agreement are proper governmental and public purposes, and (v) 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;

WHEREAS, Council approved this Amendment to Lease Agreement by passage of Ordinance No. 2016-1426; and

WHEREAS, the County and LTRR desire to execute this Amendment to Lease Agreement to reflect their agreement on the above-mentioned revisions to the Initial Lease Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment to Lease Agreement shall have the meanings set forth in the Initial Lease Agreement, unless the context clearly indicates otherwise.
2. Section 1.01 of the Initial Lease Agreement, relating to Definitions, is hereby amended by adding the following defined terms:

"Amendment to Lease Agreement" means the Amendment to Lease Agreement, dated as of December 12, 2016, between the County and the LTRR.

'Initial Lease Agreement' means the Lease Agreement between the County and Virtual Image Technology, LLC, executed in 1999, and subsequently assigned to LTRR.

'LTRR' means LTRR Realty, LLC, a South Carolina limited liability company."

3. Section 5.01 of the Initial Lease Agreement, relating to Term, is hereby amended by deleting Section 5.01 of the Initial Lease Agreement in its entirety and replacing it with the following:

"Section 5.01. Term.

(a) Subject to the terms and provisions herein contained, this Lease shall be and remain in full force and effect for a term commencing on the date hereof and ending at midnight thirty (30) years from the date the last Completed Segment of the Project is placed in service (the "Term"), provided, however, that in any event thirty (30) annual payments in lieu of taxes as described in Section 6.03 hereof shall have been made for each Completed Segment before the Term expires. Upon expiration of the Term, this Lease shall terminate subject to no renewals or extensions.

(b) (1) Commencing as of the date of the Amendment to Lease Agreement and through the duration of the Term, LTRR, collectively with any affiliates, shall

maintain no less than ninety (90) full-time jobs at the Project (the "Jobs Commitment"). If LTRR or its affiliates fail to maintain the Jobs Commitment, the LTRR and its affiliates shall be subject to *ad valorem* property tax for such year with respect to portions of the Project otherwise entitled to fee-in-lieu of tax incentives under this Agreement. LTRR and the County hereby acknowledge that the provisions of this Section 5.01(b) shall be the only remedy for LTRR's failure to meet the Jobs Commitment, and any such failure shall not constitute an Event of Default pursuant to Section 11.01.

(2) On or before June 1 of each applicable year, LTRR shall provide to the County Auditor a completed State jobs tax credit form (Form TC-4, TC-4SB, TC-4SA, or successor form, of the Department of Revenue) on behalf of LTRR or its affiliates. The purpose of LTRR providing to the County Auditor the completed State jobs tax credit form is to prove that LTRR and its affiliates have complied with the Jobs Commitment contained in subsection (b)(1) of this section for the immediately preceding calendar year. For example, LTRR would be required to provide the completed State jobs tax credit form to the County Auditor on or before June 1 of 2019 to prove that LTRR or its affiliates had complied with the Jobs Commitment applicable to the calendar year 2018. If the completed State jobs tax credit form is provided after June 1 of the applicable year, LTRR shall not receive the fee-in-lieu of tax incentives under this Agreement for the applicable year (for the example in the preceding sentence, 2019)."

4. Subsection (a) of Section 6.03 of the Initial Lease Agreement, relating to Payments in Lieu of Taxes, is amended to read:

"(a) It is recognized that under the Act, for a project involving an initial investment of at least \$5,000,000, the lease agreement may provide for a payment in lieu of taxes as provided in the Act. In accordance with the provisions of the Act, the Tenant shall make with respect to the Project (1) thirty (30) annual payments in lieu of taxes for each Completed Segments of the Project; and (2) thereafter the Tenant shall make the statutory payments in lieu of *ad valorem* taxes required by Section 4-12-20 of the Act for Completed Segments of the Project during the remaining Term of the Lease, if any."

5. Article XII of the Initial Lease Agreement, relating to Miscellaneous, is amended by adding at the end a new section, Section 12.11:

"SECTION 12.11. ANNUAL FEE. LTRR agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual payment in lieu of taxes set forth in Section 6.03 of this Lease Agreement, *provided, however*, the maximum annual reimbursement pursuant to this section is capped at One Thousand Dollars (\$1000.00)."

6. Upon submission of appropriate documentation of the expenditure, LTRR agrees to reimburse the County, not later than February 28, 2017, for the County's reasonable unreimbursed actual costs related to this Amendment to Lease Agreement. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

7. The Amendment to Lease Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Amendment of Lease Agreement or any counterpart of any document that is attached to this Amendment to Lease Agreement as an exhibit.

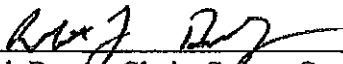
8. The laws of the State shall govern the construction of this Amendment to Lease Agreement.


9. Except as provided in this Amendment to Lease Agreement and the Amendment to Fee Agreement made and entered into as of August 31, 2010 by and between LTRR and County, the Initial Lease Agreement shall in all other respects remain in full force and effect.

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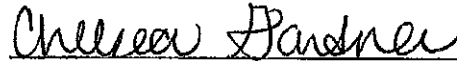
IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and LTRR REALTY, LLC, each pursuant to due authority, have duly executed this Amendment to Lease Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council


Steve Harper, Secretary, County Council

ATTEST:


Chelsea Gardner
Clerk to Council

LTRR REALTY, LLC

By: 
Name: WALTER F PAWEL, JR
Its: member

Agenda Item Summary

Ordinance # / Resolution#: Ordinance 2017-1446
Contact Person / Sponsor: Steve Willis
Department: Administration
Date Requested to be on Agenda: May 22, 2017

Issue for Consideration:

Adoption of Capital Improvement Program.

Points to Consider:

Historically the revised program has been adopted every five (5) years. The last one was adopted in 2013.

Our plan going forward is to revisit the program every year as part of the annual budget process.

We need to adopt the update in order to be able to start this planned annual update.

This version of the CIP has been amended since Council originally saw it in that we have complied with the revised threshold of \$100,000 to be included in the CIP. This will allow Council and staff to focus on the truly capital items.

Funding and Liability Factors:

None – adoption of the CIP in no way authorizes any funding for any project contained therein. Funding may only be approved as part of the annual budget.

Council Options:

Adopt as presented or amend the CIP.

Staff Recommendation:

Adopt as presented.

Committee Recommendation:

This was presented to last year's Administration Committee. At that time we started the process of amending the CIP threshold per their recommendation.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2017-1446

AN ORDINANCE

TO ADOPT THE LANCASTER COUNTY CAPITAL IMPROVEMENTS PROGRAM 2017 THROUGH 2026 AS RECOMMENDED BY THE LANCASTER COUNTY PLANNING COMMISSION.

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

Section 1. Findings.

- A. The Lancaster County staff, in conjunction with the Catawba Regional Council of Governments, prepared the draft version of the Lancaster County Capital Improvements Program 2017 – 2026.
- B. The draft document was presented to the Lancaster County Planning Commission for review and comments.
- C. The Lancaster County Planning Commission has recommended approval to the Lancaster County Council.

Section 2. Adoption of Document; No Funding Authorized.

The Lancaster County Council hereby adopts the Lancaster County Capital Improvements Program 2017 – 2026 document. Inasmuch as this is strictly a financial planning document, no funding for any project contained therein is authorized through the adoption of this ordinance.

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 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: | May 22, 2017 | |
| Second Reading: | June 12, 2017 | Tentative |
| Public Hearing: | June 12, 2017 | Tentative |
| Third Reading: | June 26, 2017 | Tentative |



CAPITAL IMPROVEMENTS PROGRAM 2017 – 2026

Recommended for Approval by the
Lancaster County Planning Commission
October 18, 2016

Adopted by the
Lancaster County Council
INSERT DATE HERE

**THIS DOCUMENT IS FOR PLANNING PURPOSES ONLY.
NO FUNDING AUTHORIZATION IS APPROVED BY THE ADOPTION OF THIS DOCUMENT.**

ACKNOWLEDGEMENTS

County Administration & Agency Heads

Steve Willis, County Administrator
Paul Moses, Airport Manager
Brad Carnes, Assessor
Clay Catoe, Emergency Medical Service
Veronica Thompson, Finance
Darren Player, Fire Service / Emergency Management
Rita Vogel, Library
Jeff Catoe, Public Works
Hal Hiott, Parks & Recreation
Barry Faile, Sheriff

Technical assistance provided by:

Robby Moody, AICP, Senior Planner



County Council

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

Planning Commission

Rosa Sansbury, District 1
Vedia Hatfield, District 2
Charles Keith Deese, District 3, Chairman
James Barnett, District 4
Tommy Dabney, District 5
Shelia Hinson, District 6
Jerry Holt, District 7, Vice Chairman

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| Library | 25 |
| Library Improvements | 26 |
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| Public Works - Roads & Bridges | 28 |
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| Dump Truck - Tandem Axle | 31 |
| 120 M Style Motorgrader | 32 |
| Boom Mower Tractor | 33 |
| Vacuum Truck (NEW) | 34 |
| Public Works Complex Development | 35 |
| Public Works - Solid Waste / Recycling | 37 |
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| Roll-off Application Refuse Truck | 39 |
| Improvements at Convenience Centers - Countywide | 40 |
| Parks & Recreation | 41 |
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**LANCASTER COUNTY
CAPITAL IMPROVEMENTS PROGRAM 2017-2026
DETAILED SUMMARY**

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|---------------------|-------------------|-------------------|---------------------|-------------------|------------------------|
| Airport | \$ 14,330,000 | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ 13,330,000 |
| Heavy Aircraft Apron | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ - |
| Terminal | \$ 7,830,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,830,000 |
| Maintenance Hangar/Shop | \$ 1,900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,900,000 |
| 8-unit Shade Port with 8-unit T-Hangar | \$ 3,600,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,600,000 |
| Assessment / GIS | \$ 100,000 | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - |
| Software upgrade | \$ 100,000 | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - |
| Emergency Medical Services | \$ 8,066,000 | \$ 500,000 | \$ 511,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 5,055,000 |
| Ambulances | \$ 5,000,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 2,500,000 |
| EMS Stations Construction / Relocation | \$ 3,066,000 | \$ - | \$ 511,000 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Finance | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Financial Management Software | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Fire Services / Emergency Management | \$ 31,372,199 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ 31,355,199 |
| Fire Apparatus Countywide Purchase | \$ 6,635,199 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,635,199 |
| Burn Training Facility Building | \$ 5,750,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,750,000 |
| Fire Station Construction / Renovation - (NEW) | \$ 16,300,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,300,000 |
| Ladder Truck Replacement | \$ 800,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 800,000 |
| Aerial Fire Apparatus - (NEW) | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 |
| Emergency Operations Center - Roof Replacement | \$ 287,740 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ - |
| Mobile Command Post for Emergency Services | \$ 900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900,000 |
| Library | \$ 8,614,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Library Improvements | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Del Webb Library at Indian Land (Addition) | \$ 614,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |

**LANCASTER COUNTY
CAPITAL IMPROVEMENTS PROGRAM 2017-2026
DETAILED SUMMARY**

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|---------------------|---------------------|-------------------|---------------------|-------------------|------------------------|
| Public Works - Roads & Bridges | \$ 5,525,000 | \$ 155,000 | \$ 4,025,000 | \$ - | \$ 140,000 | \$ - | \$ 1,205,000 |
| Water Tanker Truck (NEW) | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| Lowboy Trailer | \$ 110,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 110,000 |
| Dump Truck - Tandem Axle | \$ 715,000 | \$ 155,000 | \$ - | \$ - | \$ 140,000 | \$ - | \$ 420,000 |
| 120 M Style Motorgrader | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Boom Mower Tractor | \$ 250,000 | \$ - | \$ 125,000 | \$ - | \$ - | \$ - | \$ 125,000 |
| Vacuum Truck (NEW) | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Public Works Complex Development | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| Public Works - Solid Waste / Recycling | \$ 2,030,000 | \$ 165,000 | \$ 150,000 | \$ 350,000 | \$ - | \$ 350,000 | \$ 1,015,000 |
| Knuckleboom | \$ 330,000 | \$ 165,000 | \$ - | \$ - | \$ - | \$ - | \$ 165,000 |
| Roll-off Application Refuse Truck | \$ 300,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| Improvements at Convenience Centers - Countywide | \$ 1,400,000 | \$ - | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ 700,000 |
| Parks & Recreation | \$ 22,841,900 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ 22,829,900 |
| Lancaster County Sports Complex | \$ 17,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 17,000,000 |
| Indian Land - Gym / Playground / Picnic / Practice | \$ 5,498,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,498,500 |
| Recreation Center Flooring | \$ 112,000 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ - |
| Buford - Parking Lot / Walking Track | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 200,000 |
| Springdale - Parking Lot | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| Shores | \$ 26,921,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,921,000 |
| Detention Center | \$ 26,921,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,921,000 |
| Total Departmental Requests | \$ 121,200,839 | \$ 5,520,000 | \$ 5,785,000 | \$ 362,000 | \$ 2,427,740 | \$ 650,000 | \$ 162,355,099 |

LANCASTER COUNTY
CAPITAL IMPROVEMENTS PROGRAM 2017-2026
DETAILED SUMMARY

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------------------|---------------------|-------------------|---------------------|-------------------|------------------------|
| Projected Revenues | | | | | | | |
| Governmental Fund | \$ 6,162,000 | \$ - | \$ 100,000 | \$ 112,000 | \$ - | \$ - | \$ 5,950,000 |
| Capital Fund | \$ 29,419,439 | \$ 820,000 | \$ - | \$ 850,000 | \$ 502,740 | \$ 850,000 | \$ 26,396,699 |
| G.O. Bond | \$ 44,071,000 | \$ - | \$ 1,175,000 | \$ - | \$ - | \$ - | \$ 42,896,000 |
| Capital Sales Tax | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 13,295,750 | \$ - | \$ 883,250 | \$ - | \$ 500,000 | \$ - | \$ 11,912,500 |
| FAA Grant | \$ 10,947,000 | \$ - | \$ - | \$ - | \$ 1,350,000 | \$ - | \$ 9,597,000 |
| Fire Millage | \$ 400,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400,000 |
| Fund Balance and Debt Service | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| Indian Land Fee | \$ 2,682,750 | \$ - | \$ 127,750 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park Development Fund | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| SC Aeronautics Grant | \$ 1,091,500 | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ 1,016,500 |
| Unspecified Grants | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,500,000 |
| Total Revenues | \$ 121,200,839 | \$ 8,820,000 | \$ 5,788,000 | \$ 952,000 | \$ 2,427,740 | \$ 850,000 | \$ 102,355,099 |

AIRPORT – DEPARTMENTAL SUMMARY

The Federal Aviation Administration (FAA) has approved a Capital Improvements Program for the Lancaster County-McWhirter Field Airport which includes the following projects:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|---------|---------|---------|--------------|---------|------------------------|
| Airport | | | | | | | |
| Heavy Aircraft Apron | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ - |
| Terminal | \$ 7,830,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,830,000 |
| Maintenance Hangar/Shop | \$ 1,900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,900,000 |
| 8-unit Shade Port with 8-unit T-Hangar | \$ 3,600,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,600,000 |
| Capital Expenditures | \$ 14,830,000 | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ 13,330,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 2,791,500 | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ 2,716,500 |
| FAA Grant | \$ 10,947,000 | \$ - | \$ - | \$ - | \$ 1,350,000 | \$ - | \$ 9,597,000 |
| SC Aeronautics Grant | \$ 1,091,500 | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ 1,016,500 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Project Title: Heavy Aircraft Apron
Location: McWhirter Field
Type: Facility Upgrade
Priority: Mid-range

AIRPORT
Paul Moses, Airport Manager

Description and Justification:

The current aircraft parking apron at McWhirter Field has a pavement condition number (PCN) value ranging from 7 to 11 (from SCAC Pavement Study). Runway 6-24 has a PCN of 15 resulting from the concrete overlay completed a few years ago. With this pavement strength and a length of 6000 feet, the runway allows LKR to serve heavier general aviation aircraft such as the Falcon 50, Falcon 900, Falcon 2000, Citation X and Challenger CL-604.

Strengthening of the apron would be expensive, since much of the work would require reconstruction due to grade restraints at hangar doors and pavement tie points. Therefore, a new apron is proposed north of the terminal apron for use by the larger, heavier aircraft and limit the usage of the existing apron to lighter aircraft with Aircraft Classification Number (ACN) values at or below the PCN values for the existing pavements. This new apron would be approximately 300' X 300' to allow parking and maneuvering of several large aircraft simultaneously. In addition, since McWhirter Field is approached by corporate jet owners inquiring about a hangar site, this apron can accommodate two 100' X 100' corporate hangars. The project would include pre-design testing and surveying, preparation of a documented categorical exclusion checklist (as there are no apparent environmental issues), design, bidding and land disturbance permitting. Construction of this apron is planned for 2019/2020, provided discretionary funding is available for such.

| | | |
|--|-------------------------------|-------------|
| Project Costs and Financing Plan: | Lancaster County Capital Fund | \$75,000 |
| | FAA Grant | \$1,350,000 |
| | SC Aeronautics Grant | \$75,000 |

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-----------------------------|---------------------------|---------|---------|---------|--------------|---------|------------------------|
| Heavy Aircraft Apron | | | | | | | |
| Capital Expenditures | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 75,000 | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ - |
| FAA Grant | \$ 1,350,000 | \$ - | \$ - | \$ - | \$ 1,350,000 | \$ - | \$ - |
| SC Aeronautics Grant | \$ 75,000 | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:
Minimal impact anticipated.

Project Title: Terminal
Location: McWhirter Field
Type: Facility Upgrade
Priority: Long-range

AIRPORT
 Paul Moses, Airport Manager

Description and Justification:

Once the new heavy aircraft apron is constructed, the existing terminal area will be effectively "built out" due to environmental constraints, utility easements and FAA setbacks in this area. Therefore, the outer years involve implementing a new terminal area according to the Airport Layout Plan. In addition to providing additional developable property for McWhirter Field expansion, the new terminal area is more co-located with the Lancaster County Air-Rail Business Park.

| | | |
|--|-------------------------------|-------------|
| Project Costs and Financing Plan: | Lancaster County Capital Fund | \$2,441,500 |
| | FAA Grant | \$4,647,500 |
| | SC Aeronautics Grant | \$741,500 |

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Terminal | | | | | | | |
| Capital Expenditures | \$ 7,830,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,830,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 2,441,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,441,500 |
| FAA Grant | \$ 4,647,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,647,000 |
| SC Aeronautics Grant | \$ 741,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 741,500 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Maintenance Hangar/Shop
Location: McWhirter Field
Type: Facility Upgrade
Priority: Long-range

AIRPORT
 Paul Moses, Airport Manager

Description and Justification:

The maintenance hangar/shop project will support increased future demand resulting from the apron and terminal projects. The new maintenance hangar will be roughly the same size as current building (8,000 s.f.). Existing maintenance building/shop and associated pavements would be demolished and moved approximately 100 feet farther away from the runway centerline.

Project Costs and Financing Plan: Lancaster County Capital Fund \$95,000
 FAA Grant \$1,710,000
 SC Aeronautics Grant \$95,000

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--------------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Maintenance Hangar/Shop | | | | | | | |
| Capital Expenditures | \$ 1,900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,900,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 95,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 95,000 |
| FAA Grant | \$ 1,710,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,710,000 |
| SC Aeronautics Grant | \$ 95,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 95,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: 8-unit Shade Port with 8-unit T-Hangar
Location: McWhirter Field
Type: Facility Upgrade
Priority: Long-range

AIRPORT
Paul Moses, Airport Manager

Description and Justification:

Construction of the shade port and T-hangar will support increased future demand at McWhirter Field. The existing shade port will be demolished and replaced along with a new 8-unit T-Hangar based on Erect-A-Tube 36' wide standard T-Hangar design with 12' tall x 41.5' wide bi-fold doors. The new T-Hangar would be roughly the same footprint as old shade port.

| | | |
|--|-------------------------------|-------------|
| Project Costs and Financing Plan: | Lancaster County Capital Fund | \$180,000 |
| | FAA Grant | \$3,240,000 |
| | SC Aeronautics Grant | \$185,000 |

Costs are based on a similar 10-unit T-Hangar project at Pelion Airport in 2013.

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|------------------------|---------|---------|---------|---------|---------|---------------------|
| 8-unit Shade Port with 8-unit T-Hangar | | | | | | | |
| Capital Expenditures | \$ 3,600,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,600,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 180,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 180,000 |
| FAA Grant | \$ 3,240,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,240,000 |
| SC Aeronautics Grant | \$ 180,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 180,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Software Upgrade
Location: Assessor's Office
Type: Equipment
Priority: Short-range

ASSESSOR
 Brad Carnes, Director

Description and Justification:

Due to constant changes in State Law concerning the valuation of real property, our software provider is diligently working to provide an improved package to accommodate our needs. The main goals of the Assessor's office are to generate accurate and fair property valuations and provide that data for tax billing purposes to the Auditor.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------|---------------------------|---------|------------|---------|---------|---------|------------------------|
| Software upgrade | | | | | | | |
| Capital Expenditures | \$ 100,000 | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 100,000 | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: None anticipated.

EMERGENCY MEDICAL SERVICE DEPARTMENTAL SUMMARY

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|------------|--------------|------------|------------|------------|------------------------|
| Emergency Medical Services | | | | | | | |
| Ambulances | \$ 5,000,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 2,500,000 |
| EMS Stations Construction / Relocation | \$ 3,066,000 | \$ - | \$ 511,000 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Capital Expenditures | \$ 8,066,000 | \$ 500,000 | \$ 1,011,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 5,055,000 |
| Capital Revenues | | | | | | | |
| Community / Private Funding or Future Impact Fees | \$ 1,383,250 | \$ - | \$ 883,250 | \$ - | \$ 500,000 | \$ - | \$ - |
| Capital Fund | \$ 4,000,000 | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ 500,000 | \$ 2,500,000 |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indian Land Fee | \$ 2,682,750 | \$ - | \$ 127,750 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Project Title: Ambulances (Replacement)
Location: Countywide
Type: Equipment
Priority: On-going

EMERGENCY MEDICAL SERVICE
 Clay Catoe, Director

Description and Justification:

The Emergency Medical Service serves approximately 1,200 customers per month. Over the next fiscal year, 100 more customers are anticipated per month, with an additional 800 new customers projected over the 10-year CIP. This project will purchase two (2) new ambulances per year to keep the EMS fleet current without having to replace all units at one time.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|------------|------------|------------|------------|------------|------------------------|
| Ambulances | | | | | | | |
| Capital Expenditures | \$ 5,000,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 500,000 | \$ 2,500,000 |
| Capital Revenues | | | | | | | |
| Community / Private Funding or Future Impact Fees | \$ 1,000,000 | \$ - | \$ 500,000 | | \$ 500,000 | \$ - | \$ - |
| Capital Fund | \$ 4,000,000 | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ 500,000 | \$ 2,500,000 |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Each ambulance costs approximately \$7,500 per year to operate; \$3,000 for general maintenance and \$4,500 for fuel. The total operating cost for the current fleet of 12 ambulances is \$90,000. Replacement vehicles represent a \$0 net impact.

Project Title: EMS Stations Construction / Relocation
Location: Countywide
Type: Facility upgrade
Priority: On-going

EMERGENCY MEDICAL SERVICE

Clay Catoe, Director

Description and Justification:

This project will begin to allow us to locate EMS stations strategically based upon coverage area and ISO criteria, rather than where someone donated land. We must relocate some stations to provide adequate coverage zones to best serve our population. We simply cannot afford to continue the current practice because it has led to some areas with over-coverage and others with under-coverage. The costs outlined here presume upgrades/relocations of existing stations. If new stations are warranted, personnel costs will have to be taken into consideration.

The base cost per station (\$511,000) is based on the Buford EMS Station, with little room for contingencies.

Project Costs and Financing Plan: \$511,000 X 6 EMS Stations = \$3,066,000

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|------------|---------|---------|---------|------------------------|
| EMS Stations Construction / Relocation | | | | | | | |
| Capital Expenditures | \$ 3,066,000 | \$ - | \$ 511,000 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Capital Revenues | | | | | | | |
| Community / Private Funding or Future Impact Fees | \$ 383,250 | \$ - | \$ 383,250 | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indian Land Fee | \$ 2,682,750 | \$ - | \$ 127,750 | \$ - | \$ - | \$ - | \$ 2,555,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Construction Budget per EMS Station | Amount |
|--|------------------|
| A. Planning, Engineering and Design (10% of C.1.) | \$30,000 |
| B. Land Acquisition (varies based on location) | \$100,000 |
| C. Construction (Sum of C.1. and C.2. below) | \$315,000 |
| 1. Construction Cost (1,000 s.f. with brick front façade and metal sides - \$135 per s.f.) | \$300,000 |
| 2. Construction Contingency (5% of C.1.) | \$15,000 |
| D. Equipment (Furnishings, Vehicles, etc.) | \$30,000 |
| E. Consultant Study (if needed) | \$0 |
| F. Inflation (C.1. + C.2. x 2%) (per year) | \$36,000 |
| Total Project Estimate | \$511,000 |

Projected Operating Budget Impact:

| Operating Expenses | Amount |
|---------------------------------|-----------------|
| electricity | \$4,000 |
| water | \$1,200 |
| insurance | \$200 |
| natural gas | \$1,000 |
| phone | \$2,400 |
| cable/internet | \$1,800 |
| trash | \$400 |
| TOTAL Operating Expenses | \$11,000 |

Project Title: Financial Management Software
Location: Countywide
Type: Software
Priority: Immediate

FINANCE
 Veronica Thompson, Director

Description and Justification:

The current financial management software vendor has been used since 1999. The vendor was bought by another company about 2 years ago. The software package has been updated on an ongoing basis throughout the years but the service has been sub-par for the past few years. Also since 1999, the County has grown and processes have changed. Staff and other users have expressed a need for a more robust system that will allow our processes to be more efficient.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------------|---------------------------|---------|------------|---------|---------|---------|------------------------|
| FINANCE | | | | | | | |
| Financial Management Software | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Expenditures | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ 500,000 | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: None anticipated.

FIRE SERVICE / EMERGENCY MANAGEMENT DEPARTMENTAL SUMMARY

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|-------------|-------------|-------------|-------------------|-------------|------------------------|
| Fire Service / Emergency Management | | | | | | | |
| Fire Apparatus Countywide Purchase | \$ 6,635,199 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,635,199 |
| Burn Training Facility Building | \$ 5,750,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,750,000 |
| Fire Station Construction / Renovation - (NEW) | \$ 16,300,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,300,000 |
| Ladder Truck Replacement | \$ 800,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 800,000 |
| Aerial Fire Apparatus - (NEW) | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 |
| Emergency Operations Center - Roof Replacement | \$ 287,740 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ - |
| Mobile Command Post for Emergency Services | \$ 900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900,000 |
| Capital Expenditures | \$ 31,672,939 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ 31,385,199 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 5,750,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,750,000 |
| Capital Fund | \$ 19,722,939 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ 19,435,199 |
| Fire Millage | \$ 400,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400,000 |
| Community / Private Funding or Future Impact Fees | \$ 5,800,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,800,000 |
| Operating Expenditures | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 100,000 |
| Operating Revenues | \$ 288,467 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 288,467 |
| Operating Budget Impact | \$ 188,467 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 188,467 |

Project Title: Fire Apparatus Countywide Purchase

FIRE SERVICE / EMERGENCY MANAGEMENT

Location: Countywide

Darren Player, Director

Type: Equipment

Priority: Long-range

Description and Justification:

Lancaster County Fire Commission has implemented a 7 year replacement/upgrade program for fire apparatus. The previous purchase of fire apparatus took place in 2008 using a general obligation bond. This same method should be used to continue the program. This will be the second tier purchase of a plan to guarantee that no county fire apparatus exceeds 21 years in age. All residents of Lancaster County benefit due to the fact the County Fire Service now has a countywide ISO rating. As apparatus is replaced with modern, new technology laden vehicles, the efficiency of firefighting is increased tremendously. After the next purchase, a Compressed Air Foam System (CAFS) equipped engine will be first out in all fire department districts. This technology increases the effectiveness of firefighting while decreasing needed water capacity as well as sparing the firefighter some of the weight involved in the fire hose. The Fire Commission Apparatus and Equipment Committee will make a recommendation to the full Commission prior to the issuance of bid documents.

Project Costs and Financing Plan: The current cost estimate for this equipment is \$9.8 million. Since this project will not be realized until year 6 at the earliest, a 5% annual inflation rate has been added and results in a future cost of \$11.1 million in FY2021/22.

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Fire Apparatus Countywide Purchase | | | | | | | |
| Capital Expenditures | \$ 6,635,199 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,635,199 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 6,635,199 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,635,199 |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: Maintenance is included in the existing Fire Commission budget. As new apparatus is purchased, older apparatus is removed from the fleet so there is no net increase of number of pieces of apparatus with the purchase.

| | | |
|-----------------------|----------------------------------|--|
| Project Title: | Burn Training Facility Building | FIRE SERVICE / EMERGENCY MANAGEMENT |
| Location: | 1941 Pageland Hwy (general area) | Darren Player, Director |
| Type: | Construction | |
| Priority: | Long-range | |

Description and Justification:

Currently no live fire training facility exists in Lancaster County. The construction of such a facility will assist in training of volunteers and career personnel by having such a facility in close proximity to the training. This will alleviate the current requirement of traveling to Columbia to the SC Fire Academy or to Rock Hill to the York County Fire Training Facility for refresher burns and ongoing live fire training. The model priced is from Fire Facilities Inc. This facility would be constructed on land already owned by Lancaster County in the general area of the existing Sheriff's Office. This facility is configured in such a way to be amenable to Law Enforcement tactical training as well. The presence of a fire training facility burn building in county also allows Insurance Service Organization (ISO) points credit this county cannot currently accrue.

Lancaster County Emergency Management / Fire Service, Lancaster County EMS, Lancaster County Sheriff's Department, Lancaster Fire Department, and Lancaster Police Department will all benefit from this project since the burn facility will be configured with a 4-story training tower. The entire population of Lancaster County will benefit due to increased access to a training facility by all emergency service agencies. The burn facility itself, while two story in parts and a single story in other parts can be configured to both serve as a live fire training facility for the Fire Service and also tactical response facility for Law Enforcement. A local burn training facility lends ISO points to the county and the city of Lancaster due to its local proximity. This project will add a safety factor for everyday operations to the Volunteer and Career County Fire Service due to the countywide availability and accessibility of the facility. The logistics of training will become much easier for all agencies involved.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Burn Training Facility Building | | | | | | | |
| Capital Expenditures | \$ 5,750,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,750,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 5,750,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,750,000 |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Fire Station Construction / Renovation (NEW) **FIRE SERVICE / EMERGENCY MANAGEMENT**
Location: Countywide **Darren Player, Director**
Type: Equipment
Priority: Long-term

Description and Justification:

Construction of new fire station facilities in areas of the county not currently served by a station with placement within five (5) road miles or less from a given taxed structure(s). Once this need is addressed and completed, County Council would assist with renovation of existing fire stations to allow for placement of modern fire apparatus as well as other station use efficiency modifications. A standardized station building layout would be designed and used throughout the county where new station construction would take place.

This project would fund renovations, additions, and if necessary new station buildings for fire departments throughout the county. Some of the existing fire department buildings will not be able to accept modern fire apparatus when the next apparatus purchase takes place. Residents and businesses across Lancaster County would benefit from this project.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Fire Station Construction / Renovation - (NEW) | | | | | | | |
| Capital Expenditures | \$ 16,300,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 16,300,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 10,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,500,000 |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 5,800,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,800,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Ladder Truck Replacement
Location: Central Lancaster County
Type: Equipment
Priority: Long-range

FIRE SERVICE / EMERGENCY MANAGEMENT

Darren Player, Director

Description and Justification:

Lancaster County Fire Commission partially funded the purchase of the current Lancaster FD Ladder truck in 1997/1998. This truck will be replaced in 2022 and the anticipated cost-share to be partially funded by Lancaster County Fire Commission, allowing access and response of this apparatus to county fire incidents, will be \$400,000.00.

The purchase of a ladder truck to serve county structures in the central portion of the county would be in excess of one million dollars. Funding a portion of the Lancaster FD Ladder truck allows access and use of the apparatus without having to purchase a county owned apparatus saving approximately \$600,000.00.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---------------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Ladder Truck Replacement | | | | | | | |
| Capital Expenditures | \$ 800,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 800,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 400,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400,000 |
| Fire Millage | \$ 400,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400,000 |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: None anticipated.

Project Title: Aerial Fire Apparatus **FIRE SERVICE / EMERGENCY MANAGEMENT**
Location: Kershaw/Rich Hill/Flat Creek/Heath Springs Fire Districts **Darren Player, Director**
Type: Equipment
Priority: Long-range

Description and Justification:

When buildings are built that are more than 35 feet in height, ISO requires the presence of aerial fire apparatus. The aerial apparatus carries maximum ISO credit up to 2.5 miles from the fire station (road miles). After 2.5 road miles from the station, ISO credit diminishes rapidly. This situation facilitates the need for aerial apparatus in these fire districts—Kershaw/Rich Hill/Flat Creek/Heath Springs—to keep the ISO rating stable. Lancaster County has permitted the construction of multiple story buildings that exceed the 35-foot height threshold in several fire districts which has had a direct impact on the local ISO rating of these fire districts.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--------------------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Aerial Fire Apparatus - (NEW) | | | | | | | |
| Capital Expenditures | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 |
| Fire Millage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: EOC - Roof Replacement
Location: Emergency Operations Center
Type: Maintenance
Priority: Mid-range

FIRE SERVICE / EMERGENCY MANAGEMENT

Darren Player, Director

Description and Justification:

The Emergency Operations Center Building was purchased from the City of Lancaster and was originally constructed by Duke Energy in the early 1980s. The standing seam lapped metal roof was installed at that time and other than intermittent repairs, remains as constructed with years of wear. Leaks occur and are repaired as needed with total roof replacement anticipated by 2020. The cost estimate was prepared by Hall Building Information Group with a full building exterior needs assessment. The use of the building as an EOC should continue for many years after this project is completed. Normal maintenance and upkeep will apply throughout the years of use and should be absorbed in normal budget items for maintenance. Interior upgrades will be planned and budgeted in normal budget cycles.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|------------|---------|------------------------|
| Emergency Operations Center - Roof Replacement | | | | | | | |
| Capital Expenditures | \$ 287,740 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 287,740 | \$ - | \$ - | \$ - | \$ 287,740 | \$ - | \$ - |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Project Title: Mobile Command Post-Emergency Services **FIRE SERVICE / EMERGENCY MANAGEMENT**
Location: Countywide **Darren Player, Director**
Type: Equipment
Priority: Long-range

Description and Justification:

A mobile command post is an apparatus configured to allow for command and control of incident scenes at all locations throughout Lancaster County, no matter how remote. The mobile command is essential to properly command a scene, document necessary activities and relay over communications technology on board to remote agencies that may be assisting or supporting. The mobile command post will provide an atmosphere controlled environment for decision making regardless of weather and other environmental circumstances.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Mobile Command Post for Emergency Services | | | | | | | |
| Capital Expenditures | \$ 900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900,000 |
| Unspecified Grant | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

LIBRARY - DEPARTMENTAL SUMMARY

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------------------|-------------|-------------|-------------|-------------|------------------------|
| Library | | | | | | | |
| Library Improvements | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Del Webb Library at Indian Land (Addition) | \$ 614,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Capital Expenditures | \$ 8,614,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Sales Tax | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 614,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Project Title: Library Improvements
Location: Lancaster
Type: Construction
Priority: Short-range

LIBRARY
 Rita Vogel, Director

Description and Justification:

The Main Library (Lancaster) serves approximately 20,640 customers per month. Over the next fiscal year, 100 more customers are anticipated per month, with an additional 1,000 new customers projected over the 10-year CIP. The 40-year-old library building is inadequate to provide modern library services.

The Kershaw Branch Library serves approximately 2,900 customers per month. Over the next fiscal year, 50 more customers are anticipated per month, with an additional 75 new customers projected per month over the 10-year CIP. Located in a remodeled school band room in 1997, this library has outgrown the present facility.

The Indian Land Branch Library (Del Webb) is our newest branch and serves approximately 7,000 customers per month. Over the next fiscal year, 500 more customers are anticipated per month, with an additional 700 new customers projected per month over the 10-year CIP. This branch needs an air/sound lock entry between front entrance and circulation desk.

Project Costs and Financing Plan: Capital Sales Tax proceeds of \$8,000,000 will be used for this project.

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-----------------------------|---------------------------|--------------|---------|---------|---------|---------|------------------------|
| Headquarters Library | | | | | | | |
| Capital Expenditures | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Sales Tax | \$ 8,000,000 | \$ 8,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Del Webb Library at Indian Land (Minor alternations/additions)
Location: Indian Land
Type: Construction
Priority: Long-range

LIBRARY
Rita Vogel, Director

Description and Justification:

The library serves approximately 7,000 customers per month. Over the next fiscal year, 500 more customers are anticipated per month, with an additional 700 new customers projected per month over the 10-year CIP. This project will install air/sound lock entry between front entrance and circulation desk. This improvement will create an enclosed foyer to relieve noise and airflow problems affecting services.

Project Costs and Financing Plan:

Community/Private funding or future impact fees (if adopted) will be used to fund this project.

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Del Webb Library at Indian Land (Addition) | | | | | | | |
| Capital Expenditures | \$ 614,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Sales Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 614,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 614,000 |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: None anticipated.

**PUBLIC WORKS – ROADS & BRIDGES
DEPARTMENTAL SUMMARY**

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|-------------------|---------------------|--------------------|--------------------|--------------------|------------------------|
| Public Works - Roads & Bridges | | | | | | | |
| Water Tanker Truck (NEW) | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| Lowboy Trailer | \$ 110,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 110,000 |
| Dump Truck - Tandem Axle | \$ 715,000 | \$ 155,000 | \$ - | \$ - | \$ 140,000 | \$ - | \$ 420,000 |
| 120 M Style Motorgrader | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Boom Mower Tractor | \$ 250,000 | \$ - | \$ 125,000 | \$ - | \$ - | \$ - | \$ 125,000 |
| Vacuum Truck (NEW) | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Public Works Complex Development | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Expenditures | \$ 5,525,000 | \$ 155,000 | \$ 4,025,000 | \$ - | \$ 140,000 | \$ - | \$ 1,205,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 1,175,000 | \$ 155,000 | \$ - | \$ - | \$ 140,000 | \$ - | \$ 880,000 |
| G.O. Bond | \$ 850,000 | \$ - | \$ 525,000 | \$ - | \$ - | \$ - | \$ 325,000 |
| Fund Balance and Debt Service | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| MS4 Fee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ 114,750 | \$ - | \$ 12,750 | \$ 12,750 | \$ 12,750 | \$ 12,750 | \$ 63,750 |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ (114,750) | \$ - | \$ (12,750) | \$ (12,750) | \$ (12,750) | \$ (12,750) | \$ (63,750) |

Project Title: Water Tanker Truck (NEW)
Location: Countywide
Type: Equipment
Priority: Long-range

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

This request will replace a 1971 model truck. The new vehicle has the capability to serve double-duty as a brine truck for de-icing roadways in the winter.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---------------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Water Tanker Truck (NEW) | | | | | | | |
| Capital Expenditures | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This vehicle costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement vehicles represent a \$0 net impact.

Project Title: Lowboy Trailer
Location: Countywide
Type: Equipment
Priority: On-going

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

This request will replace a 1989 model trailer that is no longer DOT compliant for use on the road.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Lowboy Trailer | | | | | | | |
| Capital Expenditures | \$ 110,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 110,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 110,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 110,000 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Annual maintenance is cost less than \$500. Replacement equipment represents a \$0 net impact.

Project Title: Dump Truck - Tandem Axle
Location: Countywide
Type: Equipment
Priority: Short-term

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

The request for FY2016/17 will replace a 2001 model truck that can become a spare to be used during maintenance of the new truck or periods of peak activity. The current spare is also a 2001 model with higher mileage/hours of use. The FY2019/20 request replaces a 2006 model truck.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---------------------------------|---------------------------|------------|---------|---------|------------|---------|------------------------|
| Dump Truck - Tandem Axle | | | | | | | |
| Capital Expenditures | \$ 715,000 | \$ 155,000 | \$ - | \$ - | \$ 140,000 | \$ - | \$ 420,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 715,000 | \$ 155,000 | \$ - | \$ - | \$ 140,000 | \$ - | \$ 420,000 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This vehicle costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement vehicles represent a \$0 net impact.

Project Title: 120 M Style Motorgrader
Location: Countywide
Type: Equipment
Priority: Short-term

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

This request will replace a 1989 model that is has exceeded its useful life.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--------------------------------|---------------------------|---------|------------|---------|---------|---------|------------------------|
| 120 M Style Motorgrader | | | | | | | |
| Capital Expenditures | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This vehicle costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement equipment represents a \$0 net impact.

Project Title: Boom Mower Tractor
Location: Countywide
Type: Equipment
Priority: Short-term

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

This project will replace one mover and add one mower to the current fleet of two mowers. Road maintenance includes the cutting of all shoulders, tree and underbrush growth within road rights-of-way. Presently, two mowers attempt to maintain approximately 800 miles of right-of-way to keep travel ways open and safe. Public calls for service increase the workload during the summer months and limited equipment and staff are unable to meet demand without adding this equipment.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---------------------------|---------------------------|---------|------------|---------|---------|---------|------------------------|
| Boom Mower Tractor | | | | | | | |
| Capital Expenditures | \$ 250,000 | \$ - | \$ 125,000 | \$ - | \$ - | \$ - | \$ 125,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ 250,000 | \$ - | \$ 125,000 | \$ - | \$ - | \$ - | \$ 125,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This equipment costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement equipment represents a \$0 net impact, and the figures above reflect the new equipment only.

Project Title: Vacuum Truck
Location: Countywide
Type: Equipment
Priority: Short-term

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

Stormwater management is a responsibility that necessitates proper maintenance of storm drains, catch basins and curbs. This new equipment will be the primary tool for meeting these obligations.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---------------------------|---------------------------|---------|-------------|-------------|-------------|-------------|------------------------|
| Vacuum Truck (NEW) | | | | | | | |
| Capital Expenditures | \$ 400,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 200,000 |
| G.O. Bond | \$ 200,000 | \$ - | \$ 200,000 | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ 114,750 | \$ - | \$ 12,750 | \$ 12,750 | \$ 12,750 | \$ 12,750 | \$ 63,750 |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ (114,750) | \$ - | \$ (12,750) | \$ (12,750) | \$ (12,750) | \$ (12,750) | \$ (63,750) |

Projected Operating Budget Impact:

This vehicle costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel.

Project Title: Public Works Complex Development
Location: Pageland Highway
Type: Construction
Priority: Short-term

PUBLIC WORKS – ROADS & BRIDGES

Jeff Catoe, Director

Description and Justification:

Additional office space is needed immediately to support solid waste recycling coordination, documents and files recording and general storage. Additional upgrades need to include a training and conference room, break room with kitchen facilities, and more lobby area for public to use since increased visits and official visits by different groups. This project will involve the demolition of all current structures with the exception of the historic Chain Gang Barracks. This structure would be retained for storage.

New construction includes:

- A Vehicle Maintenance Garage with large bays suitable for handling heavy equipment. Two bays will be dedicated to the Fire Service. Space for offices, lockers, parts storage and mechanical needs.
- An office space for Roads and Bridges, Solid Waste and Building Maintenance. Space for offices, lockers, equipment storage, and mechanical needs, along with warehouse space.
- Truck storage facilities will be constructed. This would include pole barns for sheltering equipment and electrical connections for Kussmaul components. Wash racks for trucks and equipment will be a new addition.
- A large convenience site capable of handling all types of product disposal. This facility will become the main convenience site and will be open 6 days per week.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|--------------|---------|---------|---------|------------------------|
| Public Works Complex Development | | | | | | | |
| Capital Expenditures | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fund Balance and Debt Service | \$ 3,500,000 | \$ - | \$ 3,500,000 | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

This is a general estimate based on the projected uses and floor space needed. These costs are not based on an engineering or architectural study, but web-based research of similar facilities.

| Construction Budget | Amount |
|---|--------------------|
| A. Planning, Engineering and Design (10% of C.1.) | \$280,000 |
| B. Land Acquisition | \$0 |
| C. Construction (Sum of C.1. and C.2. below) | \$2,968,000 |
| 1. Construction Cost | \$2,800,000 |
| 2. Construction Contingency (6% of C.1.) | \$168,000 |
| D. Equipment (Furnishings, Vehicles, etc.) | \$250,000 |
| E. Consultant Study (if needed) | \$0 |
| F. Inflation (C.1. + C.2. x 2%) (per year) | \$0 |
| Total Project Estimate | \$3,498,000 |

Departments Impacted:

PW-Roads and Bridges, PW-Solid Waste, Vehicle Maintenance and Building Maintenance.

Projected Operating Budget Impact: T.B.D.

**PUBLIC WORKS – SOLID WASTE / RECYCLING
DEPARTMENTAL SUMMARY**

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|-------------------|-------------------|-------------------|-------------|-------------------|------------------------|
| Public Works - Solid Waste / Recycling | | | | | | | |
| Knuckleboom | \$ 330,000 | \$ 165,000 | \$ - | \$ - | \$ - | \$ - | \$ 165,000 |
| Roll-off Application Refuse Truck | \$ 300,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| Improvements at Convenience Centers - Countywide | \$ 1,400,000 | \$ - | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ 700,000 |
| Capital Expenditures | \$ 2,030,000 | \$ 165,000 | \$ 150,000 | \$ 350,000 | \$ - | \$ 350,000 | \$ 1,015,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 1,730,000 | \$ 165,000 | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ 865,000 |
| G.O. Bond | \$ 300,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Project Title: Knuckleboom
Location: Countywide
Type: Equipment
Priority: Short-term

PUBLIC WORKS – SOLID WASTE / RECYCLING

Jeff Catoe, Director

Description and Justification:

This request will replace a 2006 model that will have exceeded its useful life.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------|---------------------------|------------|---------|---------|---------|---------|------------------------|
| Knuckleboom | | | | | | | |
| Capital Expenditures | \$ 330,000 | \$ 165,000 | \$ - | \$ - | \$ - | \$ - | \$ 165,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 330,000 | \$ 165,000 | \$ - | \$ - | \$ - | \$ - | \$ 165,000 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This equipment costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement equipment represents a \$0 net impact.

Project Title: Roll-off Application Refuse Truck
Location: Countywide
Type: Vehicle
Priority: Short-term

PUBLIC WORKS – SOLID WASTE / RECYCLING

Jeff Catoe, Director

Description and Justification:

This request will replace a 2003 model truck with over 400,000 miles of service.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|---------|------------|---------|---------|---------|------------------------|
| Roll-off Application Refuse Truck | | | | | | | |
| Capital Expenditures | \$ 300,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ 300,000 | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

This vehicle costs approximately \$12,750 per year to operate; \$6,500 for general maintenance and \$6,250 for fuel. Replacement vehicles represent a \$0 net impact.

Project Title: Improvements at Convenience Centers **PUBLIC WORKS – SOLID WASTE / RECYCLING**
Location: Countywide Jeff Catoe, Director
Type: Construction
Priority: On-going

Description and Justification:
 This project will provide upgrades, safeguards and expansion of the collection/disposal centers.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|------------|---------|------------|------------------------|
| Improvements at Convenience Centers - Countywide | | | | | | | |
| Capital Expenditures | \$ 1,400,000 | \$ - | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ 700,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ 1,400,000 | \$ - | \$ - | \$ 350,000 | \$ - | \$ 350,000 | \$ 700,000 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:
 T.B.D.

PARKS & RECREATION – DEPARTMENTAL SUMMARY

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|--|---------------------------|-------------|-------------|-------------------|-------------|-------------|------------------------|
| Parks & Recreation | | | | | | | |
| Lancaster County Sports Complex | \$ 17,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 17,000,000 |
| Indian Land - Gym / Playground / Picnic / Practice | \$ 5,498,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,498,500 |
| Recreation Center Flooring | \$ 112,000 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ - |
| Buford - Parking Lot / Walking Track | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 200,000 |
| Springdale - Parking Lot | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| Capital Expenditures | \$ 22,941,900 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ 22,829,900 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 312,000 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ 200,000 |
| Park Development Fund | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| Park & Recreation Development Fund (PARD) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 5,498,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,498,500 |
| G.O. Bond | \$ 15,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,500,000 |
| Unspecified Grants | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,500,000 |
| Operating Expenditures | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500,000 |
| Operating Revenues | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500,000 |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Project Title: Lancaster County Sports Complex
Location: Lancaster
Type: Construction
Priority: Long-term

PARKS & RECREATION

Hal Hiott, Director

Description and Justification:

Approximately 2,500 customers per week are currently served by this facility. Over the 10-year CIP, 2,500 more customers per week are anticipated to need services. This project will construct a ball field complex to support regular season games and travel tourism games. Two (2) four-field clover leaf design field complexes, two (2) central scoring/offices/restroom/concession towers, lighted play fields and soccer fields, tennis complex, playground, picnic shelter, perimeter walking trail, paved parking lots and maintenance storage area. The old Dixie Youth fields are land-locked and cannot be expanded. We will fail to meet the current Level-of-Service in approximately two years without making these improvements.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Lancaster County Sports Complex | | | | | | | |
| Capital Expenditures | \$ 17,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 17,000,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park Development Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,500,000 |
| G.O. Bond | \$ 15,500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,500,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact: T.B.D.

Project Title: Indian Land - Gym / Playground / Picnic / Practice
Location: Indian Land
Type: Construction
Priority: Long-term

PARKS & RECREATION

Hal Hiott, Director

Description and Justification:

Approximately 2,000 customers per week are currently served by this facility. Over the 10-year CIP, 1,500 more customers are anticipated to need services. This project will construct a 36,000 s.f. gymnasium in partnership with the Council on Aging, including 19 acres of land, a parking lot, picnic shelter, playground, practice fields and multipurpose fields. We will fail to meet the current Level-of-Service in approximately 12 months without making these improvements.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Indian Land - Gym / Playground / Picnic / Practice | | | | | | | |
| Capital Expenditures | \$ 5,498,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,498,500 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park Development Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding or Future Impact Fees | \$ 5,498,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,498,500 |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500,000 |
| Operating Revenues | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500,000 |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Expenditures and revenues are expected to balance at \$100,000 per year; therefore, the net operating impact is \$0.

Project Title: Recreation Center Flooring

PARKS & RECREATION

Location: Lancaster, Indian Land, Buford and Andrew Jackson

Hal Hiott, Director

Type: Construction

Priority: Mid-range

Description and Justification:

Recreation Centers are aging and are in need of upgrades to flooring and HVAC systems. Currently, we serve 5,000 customers per week at these facilities. Over the next fiscal year, 100 more customers are anticipated per month, with an additional 2,500 new customers per month projected over the 10-year CIP.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|------------|---------|---------|------------------------|
| Recreation Center Flooring | | | | | | | |
| Capital Expenditures | \$ 112,000 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ - |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 112,000 | \$ - | \$ - | \$ 112,000 | \$ - | \$ - | \$ - |
| Park Development Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

T.B.D.

Project Title: Buford - Parking Lot / Walking Track
Location: Buford
Type: Construction
Priority: Long-term

PARKS & RECREATION

Hal Hiott, Director

Description and Justification:

The existing parking lot has a gravel surface. This project will provide an all-weather surface and improve the safety and appearance of the facility. Approximately 1,000 customers per week are currently served by this facility. Over the 10-year CIP, 100 more customers per month are anticipated to need services. The Community Needs Assessment indicated the need for more walking trails.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|------------------------|---------|---------|---------|---------|---------|---------------------|
| Buford - Parking Lot / Walking Track | | | | | | | |
| Capital Expenditures | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 200,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ 200,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 200,000 |
| Park Development Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Repaving should occur on a 10-year cycle. Annual inspections will determine the need for patchwork, based on weather and impact. No additional costs associated with the new track. Trash pick-up, mowing and edging in and around the track would fall in with current maintenance duties. Annual inspections will determine the need for repairs.

Project Title: Springdale - Parking Lot
Location: Lancaster
Type: Construction
Priority: Long-term

PARKS & RECREATION

Hal Hiott, Director

Description and Justification:

There is an available 16-acre tract adjacent to the Springdale Recreation Complex that would accommodate future parking and programming needs. The useful life of the parking lot has been exceeded and the surface needs to be replaced. This project will provide an all-weather surface and improve the safety and appearance of the facility. Approximately 4,000 customers per month are currently served by this facility. Over the 10-year CIP, 100 more customers are anticipated to need services on a weekly basis and failure to meet the current Level-of-Service will occur in approximately two years without making these improvements.

Project Costs and Financing Plan:

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|---|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Springdale - Parking Lot | | | | | | | |
| Capital Expenditures | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Park Development Fund | \$ 131,400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 131,400 |
| Park & Recreation Development Fund (PARF) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community / Private Funding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Budget Impact | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Projected Operating Budget Impact:

Repaving should occur on a 10-year cycle. Annual inspections will determine the need for patchwork, based on weather and impact.

Lancaster County CIP 2017-2026

Page 46

Project Title: Detention Center
Location: T.B.D.
Type: Construction
Priority: Long-range

SHERIFF
Barry Faile, Sheriff

Description and Justification:

The Lancaster County Detention Center serves as a housing and holding facility for persons incarcerated by the following agencies: Lancaster County Sheriff's Office, SC Department of Probation & Parole, Lancaster Police Department, SC Highway Patrol, SC Department of Natural Resources and SC Department of Juvenile Justice. Federal agencies also use the facility on an infrequent basis. All of these agencies benefit directly from this facility. Based on the increase in the average daily jail population, the existing facility will fail to meet future needs.

This new facility will replace the current Detention Center with a modern "pod" based design, which affects the manpower needs to monitor and control inmates. The current facility is a linear design which has significant areas of sparsely controlled areas. The new facility would have a wing dedicated to Magistrate's Court. This would allow for bond hearings, probable cause hearings, etc. to be done on-site without the risks of transporting the inmates to a separate Magistrate's Court facility. The new court would incorporate modern security measures to protect the court staff and public from harm.

Project Costs and Financing Plan:

Various jail space cost estimates varied widely; the average figure is approximately \$60,000 per bed.

| <u>Construction Budget</u> | <u>Amount</u> |
|---|---------------------|
| A. Planning, Engineering and Design (10% of C.1.) | \$2,100,000 |
| B. Land Acquisition | \$251,000 |
| C. Construction (Sum of C.1. and C.2. below) | \$22,050,000 |
| 1. Construction Cost | \$21,000,000 |
| 2. Construction Contingency (5% of C.1.) | \$1,050,000 |
| D. Equipment (Furnishings, Vehicles, etc.) | \$0 |
| E. Consultant Study (if needed) | \$0 |
| F. Inflation (C.1. + C.2. x 2%) (per year) | \$2,520,000 |
| Total Project Estimate | \$26,921,000 |

| | Total Project Estimate | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | Five Year 2021/2026 |
|-------------------------|---------------------------|---------|---------|---------|---------|---------|------------------------|
| Detention Center | | | | | | | |
| Capital Expenditures | \$ 26,921,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,921,000 |
| Capital Revenues | | | | | | | |
| Governmental Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Fund | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| G.O. Bond | \$ 26,921,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,921,000 |
| Unspecified Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Operating Expenditures | \$ 2,810,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,810,500 |
| Operating Revenues | \$ 365,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 365,000 |
| Operating Budget Impact | \$ 2,445,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,445,500 |

Projected Operating Budget Impact:

The proposed facility will be constructed to house 300 inmates to accommodate future growth. The pod system is most likely more cost effective to build; however, to supervise the pod system it will require more manpower. This is because direct supervision places an officer in each pod. Currently we do not have personnel in the housing units. Direct supervision is the national trend in modern correctional facilities. Currently we have 6 correctional officers per shift (28 total). Assuming we did not have a population increase, we may be able to effectively and safely run the facility with 4 additional correctional officers per shift (10 total). An example of the manpower needs comes from York County Sheriff's Office which is a 300 bed facility with direct supervision – each shift is staffed with 25 correctional officers.

Operating expenditures are difficult to estimate since there are several variables that have not or cannot be determined. First, the number of inmates varies. On a monthly basis, we average 140 inmates per day. Again it is important to understand that other than the additional officers to provide direct supervision, the following figures are estimates based on the inmate population increase. If inmate population does not increase then these numbers will not increase. It is also important to understand that these figures include increases to personnel, training, equipment, and many other line items if the inmate population increases. As the number of inmates grows, safety regulations require that the number of correctional officers and related expenses must also increase.

Another unknown would be the contracting of the facility to house federal inmates. If we were able to arrange to house federal inmates in unoccupied areas of the jail, we could use those funds as a source of revenue. The per day reimbursement rate for housing a federal inmate is approximately \$75. Previous estimates show that it costs Lancaster County approximately \$55 a day to house an inmate. Under this scenario, roughly \$20 of revenue per federal inmate per day would be generated. If 50 federal inmates were housed here each year, we could potentially generate net revenue of \$365,000 annually.

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Years 6-10 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Estimated Daily Inmates | 140 | 150 | 170 | 190 | 200 | 250 |
| Annual Operating Expenditures | \$2,810,500 | \$3,011,250 | \$3,412,750 | \$3,814,250 | \$4,015,000 | \$25,093,750 |
| Estimated Daily Federal Inmates | 50 | 50 | 50 | 50 | 50 | 50 |
| Annual Operating Revenue | \$365,000 | \$365,000 | \$365,000 | \$365,000 | \$365,000 | \$1,825,000 |
| Annual Operating Budget Impact | (\$2,445,500) | (\$2,646,250) | (\$3,047,750) | (\$3,449,250) | (\$3,650,000) | (\$23,268,750) |

Agenda Item Summary

Ordinance # / Resolution#: Ordinance No. 2017-1447

Contact Person / Sponsor: Kimberly Hill

Department: Finance

Date Requested to be on Agenda: Council Regular Meeting May 22, 2017

Issue for Consideration:

Fiscal Year 2017-2018 Annual Operating and Capital Budget

Points to Consider:

The budget ordinance as presented reflects a balanced budget with a maximum millage increase. The additions made to the general fund per Council at the May 4, 2017 meeting are included. These changes are listed below.

| Recurring (Millage) | One-time (fund balance) |
|---|---|
| 3 Medics--\$183,315 | \$75,000 to buy Rich Hill Recycling Site at 5 acres |
| 2 TCOs--\$99,565 | \$40,000 for generators at EMS 5 and 8 |
| 2 Site Attendants--\$88,360 | \$40,000 for small area plan |
| Building Demolition--\$30,000 | \$30,000 to update development cost analysis from Clemson |
| 4 Deputies--\$218,935 | \$8,000 EMS Memorial (from strategic plan meeting) |
| 2 Correctional Officers--\$112,450 | |
| 2 Additional Rescue Firefighters (Indian Land and Kershaw)--\$117,795 | |
| Trap/Neuter/Return Program--\$72,000 | |
| County Firewall for IT--\$129,000 | |
| \$2,000 VA—hot dog lunch at Veteran's Day parade | |

Also included in the general fund is a fund balance carry forward project that was not previously presented. The building security project will not be completed in this year's budget so \$84,000 is in next year's budget.

Council asked that the Solicitor's career ladder be included as well at \$75,559. In addition, we have added the Public Defender's career ladder request at \$17,263. Currently these are covered with the millage increase. Council may also choose to cover the increases by cutting from the County Administrator's proposed areas.

Funding and Liability Factors:

This will be our original budget for the next fiscal year.

Council Options:

Whether or not to approve of the FY2017-2018 budget

Recommendation:

Approve.

MEMORANDUM

TO: County Council

FROM: Steve Willis, County Administrator *SW*

TODAY'S DATE: May 15, 2017

DUE DATE: N/A

SUBJECT: First Reading County Budget – FY 17-18

Attached you will find the First Reading FY 17-18 Lancaster County Budget. I would emphasize that we do not have all revenue data at this time. As always we will have SC Department of Revenue data that comes in during the month of May and we are waiting to see the State Budget that is reported out of the Legislative Conference Committee. Nonetheless, we are confident with the conservative budgeting numbers we are forecasting.

I need to note that we have included those items that received a favorable response at the Committee of the Whole meeting. This impacted both the revenue side and expense side of the budget.

I would like to proceed by covering the changes that are in the budget.

Significant changes to our Operating Expenses includes many items but here are the highlights:

New antivirus software

New IT firewall

State mandated state citation computer interface

Increases for the new Public Safety Communications radio system

Increased stone cost for roads

Building Demolition – additional \$30,000 to bring this to a total of \$80,000

Trap/Neuter/Return program for cats

Provide lunch at Veteran's Day parade

The following are one time expenses

Acquire the Rich Hill Recycling Site

Emergency generators at EMS 5 and 8

Small Area Plan on US 521 – area of new elementary and high schools

Update development cost analysis from Clemson

EMS Memorial (from strategic plan meeting)

Building repairs at the Historic Jail (this now includes interior repairs at the direction of Council last year)

CJIS security upgrades for computers (federal law enforcement standard)
Equipping all Sheriff's patrol vehicles with in-car cameras
Expanding the truck bay at EMS station 2 so that the Dodge ambulances can fit inside
Replacement of the incinerator at the Animal Shelter

Last but not least, what I consider the most important expenditure in this category, beginning to address years of deferred building maintenance. I want to stress the proposed \$800,000 is not a total solution; it is a good start. (there are a number of items in Daniel's list but highlights include repainting and new carpet as needed in the Administration Building, a new roof and new HVAC units at the Detention Center, repainting and new ceiling tiles at the DHEC/ DSS building, and general repairs at a number of other facilities). Next year, once this initial round of work is completed, I will propose an analysis of all buildings to develop a planned and a preventive maintenance schedule. The cost of such a study is approximately \$40,000 and I have not proposed it the past two years as we lacked the revenue to act upon the results. We are now in a position to do so.

Personnel Changes: the increased Retirement System payment is the 800 pound gorilla in the room. We are hoping that the Senate version of the budget will pass rather than the House version as the Senate provided more money to offset this new expense. That said, we always plan conservatively and are therefore budgeting for the House version. I would note that after this year we still face at least five more years of significant annual increases.

We have included a 2% across the board salary adjustment (we propose to adjust the wage scales to reflect inflation since 2014). The concept is to make sure that we are not behind the eight ball when we perform our next Classification and Compensation Study by failing to account for annual inflation. As I said last year, I think our focus on salary adjustments is a wise one. As we have seen in the past, we can add new slots but if we don't pay well enough to attract good employees it is all for naught. Positions on a staffing chart do not provide service to our residents, flesh and blood people do and having an empty slot we cannot fill does no one any good.

We have included career ladders for both the Sixth Circuit Solicitor's staff that work in Lancaster County and the Sixth Circuit Public Defenders staff that work in Lancaster County.

We are adding the following staff in this budget:

Sheriff's Office – four (4) patrol deputies, body camera technician (formerly grant funded), equipment technician (part-time to full-time), two (2) correctional officers, and a correctional officer funded by contract with the City of Lancaster.

Fire Rescue – five rescue firefighters (three at City of Lancaster to cover central Lancaster County and one each at Indian Land and Kershaw to cover the northern and southern sections of the county).

EMS – three medics (1st half of staffing EMS 9 in the panhandle – other three medics to be included in the FY 18-19 budget).

Public Safety Communications – two Telecommunications Officers (E-911)
Information Technology – one Server Administrator (offset by reduced contractual expenses).

Solid Waste – two Recycling Site Attendants (these will be full time employees and our first full time site attendants).

Animal Shelter – transition part-time Shelter Assistant to full-time status.

Revenue Changes: as discussed in the Committee of the Whole meeting the proposed spending plan will require a tax millage increase. The following is proposed:

| | FY17 | FY18 |
|------------------|------|------|
| County Operating | 76.0 | 80.1 |
| Debt | 7.0 | 7.1 |
| Capital | 4.6 | 4.8 |
| Court Security | 3.6 | 3.6 |
| USC Lancaster | 4.3 | 4.5 |

This totals to a 4.6 mil increase. The standard spreadsheet showing the financial impact on various classes of property is attached as information but I would note the following financial impact for the resident with a \$100,000 home and one or more cars worth \$30,000: The gross impact is a \$26.68 tax increase. This is offset by an increase in the Local Option Sales Tax which produced a savings of \$4.42 yielding a net financial impact of \$22.26 (\$15.00 on the home and \$7.26 on the vehicles).

As we go through this budget process I would ask that the Council members consider what priorities are desired for the coming year. As we move through this process, I would ask that we keep in mind the priorities as identified by Council; Infrastructure, Capital, and Transportation Needs; Staffing and Developing Organizational Capacity; Managing Growth and Development; Resources and Funding Challenges; Intergovernmental Relations; and Public Safety.

At any time as you review these documents please do not hesitate to call if additional information is needed to help you in your deliberations.

SW

cc: Veronica Thompson, Chief Financial Officer
Kim Hill, Budget Analyst

COUNTY OF LANCASTER PROPERTY TAX EXAMPLES

| | | |
|---------|---|-----------|
| Profile | An Owner Occupied Home with a market value of: | \$100,000 |
| Data | Two (2) Vehicles with a combined market value of: | \$30,000 |

| Item | | Current | Proposed | Difference |
|-------------|-----------------------------|------------|------------|------------|
| Taxing Data | Assessment Ratio - Home | 4.00% | 4.00% | 0.00% |
| | Assessment Ratio - Vehicles | 6.00% | 6.00% | 0.00% |
| | Assessed Value - Home | \$4,000.00 | \$4,000.00 | \$0.00 |
| | Assessed Value - Vehicles | \$1,800.00 | \$1,800.00 | \$0.00 |
| | Tax Rate in Mils | 95.5 | 100.1 | 4.6 |
| | Sales Tax Credit Factor | .000698 | .000732 | .000034 |

| | | | | | |
|-------------|---------------------------|--|-----------------|-----------------|----------------|
| Tax on Home | Gross Tax (+) | | \$382.00 | \$400.40 | \$18.40 |
| | Minus Credit Amount = (-) | | \$69.80 | \$73.20 | \$3.40 |
| | Net Tax (=) | | \$312.20 | \$327.20 | \$15.00 |

| | | | | | |
|-----------------|---------------------------|--|-----------------|-----------------|---------------|
| Tax on Vehicles | Gross Tax (+) | | \$171.90 | \$180.18 | \$8.28 |
| | Minus Credit Amount = (-) | | \$20.94 | \$21.96 | \$1.02 |
| | Net Tax (=) | | \$150.96 | \$158.22 | \$7.26 |

| | | | | | |
|--------------|---------------------------|--|-----------------|-----------------|----------------|
| Tax Combined | Gross Tax (+) | | \$553.90 | \$580.58 | \$26.68 |
| | Minus Credit Amount = (-) | | \$90.74 | \$95.16 | \$4.42 |
| | Net Tax (=) | | \$463.16 | \$485.42 | \$22.26 |

PROPERTY TAX & SALES TAX CREDIT IMPACT ESTIMATE

| ITEM | RESIDENTIAL | RESIDENTIAL | TWO PRIVATE | COMMERCIAL | INDUSTRIAL |
|------------------|-------------|-------------|-------------|------------|------------|
| | Owner Occ | Rental | AUTOS | | |
| Market value | 100,000 | 100,000 | 30,000 | 500,000 | 1,000,000 |
| Assessment ratio | 4.0% | 6.0% | 6.0% | 6.0% | 10.5% |
| Assessed value | 4,000 | 6,000 | 1,800 | 30,000 | 105,000 |

| | | | | | | |
|--------------------|-------------------------|---------------|---------------|---------------|-----------------|-----------------|
| Current | Tax rate in mils | 95.5 | 95.5 | 95.5 | 95.5 | 95.5 |
| Fiscal Year | Sales tax credit factor | .000698 | .000698 | .000698 | .000698 | .000698 |
| | Gross tax | 382.00 | 573.00 | 171.90 | 2,865.00 | 10,027.50 |
| | Credit amount | -69.80 | -69.80 | -20.94 | -349.00 | -698.00 |
| | Billed tax | 312.20 | 503.20 | 150.96 | 2,516.00 | 9,329.50 |

| | | | | | | |
|--------------------|-------------------------|---------------|---------------|---------------|-----------------|-----------------|
| Next | Tax rate in mils | 100.1 | 100.1 | 100.1 | 100.1 | 100.1 |
| Fiscal Year | Sales tax credit factor | .000732 | .000732 | .000732 | .000732 | .000732 |
| | Gross tax | 400.40 | 600.60 | 180.18 | 3,003.00 | 10,510.50 |
| | Credit amount | -73.20 | -73.20 | -21.96 | -366.00 | -732.00 |
| | Billed tax | 327.20 | 527.40 | 158.22 | 2,637.00 | 9,778.50 |

| | | | | | | |
|-------------------|--|--------------|--------------|-------------|---------------|---------------|
| DIFFERENCE | | 15.00 | 24.20 | 7.26 | 121.00 | 449.00 |
|-------------------|--|--------------|--------------|-------------|---------------|---------------|

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1447

AN ORDINANCE

TO APPROPRIATE FUNDS AND APPROVE A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 (FY 2017-18); TO SET MILLAGE RATES FOR THE LEVY OF AD VALOREM TAXES; TO APPROVE A SCHEDULE OF TAXES, FEES AND CHARGES FOR FY 2017-18.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

a. County governments are authorized by Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended (the "Code"), to levy ad valorem property taxes and uniform service charges and to make appropriations for the functions and operations of the county.

b. Section 4-9-140 of the Code provides that county councils shall adopt annually and prior to the beginning of the fiscal year operating and capital budgets for the operation of county government and shall identify the sources of anticipated revenues necessary to meet the financial requirements of the adopted budget and to provide for the levy and collection of taxes necessary to meet all budget requirements except as provided for by other revenue sources.

c. Sections 6-1-80 and 6-1-320 of the Code contain substantive and procedural requirements for the approval of the annual budget.

d. The budget approved by this ordinance was adopted in accordance with the applicable substantive and procedural requirements of the Code.

Section 2. Appropriations and Detailed Budget.

A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2017 and ending June 30, 2018 ("FY 2017-18"):

| APPROPRIATIONS | AMOUNT |
|---|------------|
| Airport Fund | 232,233 |
| Capital Improvement Fund | 1,826,832 |
| Capital Project Sales Tax 2 | 11,034,476 |
| County Debt | 6,524,686 |
| County Transportation Committee Fund | 2,850,000 |
| Court Mandated Security | 1,371,695 |
| Development Agreement Fund | 302,000 |
| E-911 Fund | 598,945 |
| General Fund | 51,019,774 |
| Hospitality Tax Fund | 950,000 |
| Indian Land Fire Protection District Fund | 704,438 |
| Local Accommodations Tax Fund | 55,000 |
| Pleasant Valley Fire Protection District Fund | 630,294 |
| Recreation Fund | 2,564,282 |
| Victims Services Fund | 93,000 |
| State Accommodations Tax Fund | 107,581 |
| Sunday Alcohol Sales Tax Fund | 7,000 |

B. Except as may be otherwise provided in this ordinance, the appropriations contained in subsection A of this section are maximum and conditional, and are subject to reduction by action of County Council if the County's revenues fail to be sufficient to pay the appropriation, to the end that the expenditures of the County for FY 2017-18 shall not exceed its revenues and available carry forward funds.

C. Monies appropriated in this ordinance must be expended in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the County, either existing or adopted subsequent to this ordinance.

D. The detailed operating budget for the County, as contained in the Annual Financial Plan, is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved as the detailed budget for Lancaster County.

E. 1. Certain monies are to be received by the County in the form of federal, state and local grants from non-county sources for specified public purposes and these monies, including any match, are budgeted for the specified public purpose upon the acceptance of the monies by majority vote of Council.

2. Donations received by the County from non-county sources for specified public purposes are budgeted for the specified public purpose.

3. The County may enter into a "lease financing agreement" to purchase capital items and the monies from these other financing sources and uses are budgeted upon approval by Council.

4. Budget amounts for encumbrances from the prior year will be automatically rolled forward and made as additions to the adopted budget.

Section 3. Tax Levy.

A. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on the following millage rates, which reflect the sales tax rollback factor:

| | |
|--------------------------|------|
| General Fund | 80.1 |
| Capital Improvement Fund | 4.8 |
| County Debt | 7.1 |
| USC-L | 4.5 |

B. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on millage imposed pursuant to Section 6-1-320(B):

| | |
|---|-----|
| Courthouse Fire – New Security Requirements | 3.6 |
|---|-----|

The millage imposed pursuant to this subsection is imposed to address funding needs arising from the recent courthouse fire and solicitor's office fire, both of which Council determines are catastrophic events within the scope of Section 6-1-320(B), and to comply with the Order of the South Carolina Supreme Court dated September 12, 2008 requiring the County to provide security for all County buildings housing court operations and records.

Section 4. Fee Schedule.

For FY 2017-18, the taxes, fees and charges for the County are set at the levels provided in the Schedule of Taxes, Fees and Charges, attached to this ordinance as Exhibit A which is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved for use in FY 2017-18.

Section 5. Severability.

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

Section 6. Conflicting Provisions.

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

Dated this _____ day of _____, 2017

Ordinance No. 2017-1447

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

| | | |
|--------------------------|---------------|-----------|
| 1 st reading: | May 22, 2017 | Tentative |
| 2 nd reading: | June 12, 2017 | Tentative |
| 3 rd reading: | June 26, 2017 | Tentative |
| Public Hearing: | June 12, 2017 | Tentative |

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COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

1.00 ANIMAL CONTROL FEES

1.01 Medical Services Rendered

| | | |
|-------------------------------------|------------|------------------------|
| Altered Dog | Per animal | \$90.00 |
| Altered Cat | Per animal | \$70.00 |
| Unaltered Dog | Per animal | \$25.00 |
| Unaltered Cat | Per animal | \$30.00 |
| Unaltered Puppy (6 months & below) | Per animal | \$10.00 (Max. \$50.00) |
| Unaltered Kitten (6 months & below) | Per animal | \$15.00 (Max. \$50.00) |
| Microchip | Per animal | \$10.00 |

1.02 Redemption Fees

| | |
|---|----------|
| 1st Offense (must also pay applicable daily shelter fee)* | \$25.00 |
| 2nd Offense (must also pay applicable daily shelter fee) | \$50.00 |
| 3rd Offense (must also pay applicable daily shelter fee) | \$100.00 |
| 4th/ Subsequent Offenses (must also pay applicable daily shelter fee) | \$200.00 |

*First 24 hours free

1.03 Shelter Fees

| | |
|---|---------|
| Daily shelter fee | \$5.00 |
| Euthanization fee | \$10.00 |
| Quarantine fee (must also pay applicable daily shelter fee) | \$25.00 |

2.00 ASSESSOR FEES

| | |
|--------------|----------------------------|
| Line maps | \$5.00 |
| Overlay maps | 10 <u>15.00</u> |

3.00 AUDITOR FEES

| | | |
|--|----------|--------|
| Temporary tag fee (does not include state charges) | Per tag | \$5.00 |
| Copies | Per Copy | \$0.25 |

4.00 BUILDING DEPARTMENT FEES

Fees established by Section will be doubled if work starts prior to obtaining required permits.

4.01 Building Permits

| Description | Fee Amount |
|---|---|
| Floor area less than 120 sq. ft. | No fee unless inspection required - then \$15.00 per inspection |
| | *Exception: Building Permits shall not be required for one-story detached accessory structures which are valued at \$5,000.00 and less. Zoning permits are required for all structures. |
| Floor area of 120 sq. ft. or greater | Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions. |
| No Inspection Exception | \$25.00 Agricultural structures which require no subsequent electrical, gas, mechanical, plumbing, or structural inspection. Zoning permits are required for all structures. |
| Plan Review | When a set of plans is required by Section 106 of the International Building Code or by the building official and a plan review thereof, a plan review fee shall be submitted at the time of submitting the plans and specification for checking said plan checking fee shall be equal to one-tenth- (1/10) of the building permit fee as set forth above. |
| 1st Re-inspection | \$50.00 |
| 2nd Re-inspection | \$100.00 |
| 3rd/ Subsequent Re-inspections (reinspection fee increases \$250.00 per additional inspection after 3rd) | \$250.00 |

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

| | | |
|---|-------------------|---|
| 4.02 Electrical Permit Fees (Schedule of fees for individual permits for particular jobs) | | |
| Minimum Permit Fee | | \$15.00 |
| Valuation From/To | Fee Amount | |
| \$0 | \$500 | \$15.00 |
| \$501 | \$1,000 | \$20.00 |
| \$1,000 | \$150,000 | \$20.00 for the first one thousand, plus \$1.50 for each additional thousand or fraction thereof |
| \$151,000 | Or More | \$243.00 for the first \$150,000.00, plus \$2.00 for each additional thousand or fraction thereof |
| 1st Additional Inspection | | \$50.00 |
| 2nd Additional Inspection | | \$100.00 |
| 3rd/ Subsequent Additional Inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>) | | \$250.00 |

| | | |
|---|--|----------|
| 4.03 Gas Permit Fees | | |
| Minimum Permit Fee | | \$15.00 |
| Inspection Fees | Gas piping at one location - \$5.00 for 1-4 plus \$1.00 each additional outlet Burners/furnaces/incinerators - \$5.00 for 1 plus \$1.00 each additional unit Boilers/heating/air conditioning - \$5.00 for 1 plus \$1.00 each additional unit Vented wall furnaces/water heaters - \$5.00 for 1 plus \$1.00 each additional | |
| 1st Re-inspection | | \$50.00 |
| 2nd Re-inspection | | \$100.00 |
| 3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>) | | \$250.00 |

| | | |
|---|--|----------|
| 4.04 Mechanical Permit Fees | | |
| Minimum Permit Fee | | \$25.00 |
| Valuation of \$2,500 or Greater | \$25 plus \$2 per thousand or fraction thereof | |
| Inspection Fees | | |
| Inspection - Heating/ventilating/ductwork/AC and refrigeration systems | | |
| - First \$1,000 or fraction thereof of valuation | | \$10.00 |
| - Each additional \$1,000 or fraction thereof of valuation | | \$2.00 |
| Inspection - Repair/alterations/additions to an existing system | | |
| - First \$1,000 or fraction thereof of valuation | | \$5.00 |
| - Each additional \$1,000 or fraction thereof of valuation | | \$2.00 |
| Inspection - Boilers (based on BTU input / 1 KJ = 1.055 BTU / 1 BHp = 33,475 BTU) | | |
| - 33,000 to 165,000 BTU | | \$5.00 |
| - 165,001 to 330,000 BTU | | \$10.00 |
| - 330,001 to 1,165,000 BTU | | \$15.00 |
| - 1,165,001 to 3,300,000 BTU | | \$25.00 |
| - 3,300,001 or more | | \$35.00 |
| 1st Re-inspection | | \$50.00 |
| 2nd Re-inspection | | \$100.00 |
| 3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>) | | \$250.00 |

| | | |
|---|--------------|----------|
| 4.05 Mobile Home Permit Fees | | |
| Mobile Home - de-title | Per Instance | \$50.00 |
| Mobile Home - placement and set-up | Per Instance | \$180.00 |
| 1st Re-inspection | | \$50.00 |
| 2nd Re-inspection | | \$100.00 |
| 3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>) | | \$250.00 |

| | | |
|----------------------------------|-------------------|---------|
| 4.06 Plumbing Permit Fees | | |
| Water Heater Changeout | | \$10.00 |
| Minimum Permit Fee | | \$15.00 |
| Valuation From/To | Fee Amount | |

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| | | |
|---|---------|--|
| \$0 | \$1,000 | \$15.00 |
| \$1,001 | \$5,000 | \$25.00 |
| \$5,001 | Or More | \$25.00 for the first \$5,000.00, plus \$3.00 for each additional thousand or fraction thereof |
| 1st Re-inspection | | \$50.00 |
| 2nd Re-inspection | | \$100.00 |
| 3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>) | | \$250.00 |

4.07 Swimming Pool Permit Fees

| Valuation From/To | Fee Amount |
|---|------------|
| \$0 | Or More |
| Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions. | |

4.08 Building Department Miscellaneous Fees

| | Unit | Amount |
|---|--------------|----------|
| Appeal from action of building official | Per Instance | \$200.00 |
| Moving fee - any building or structure | Per Instance | \$50.00 |

5.00 CLERK OF COURT FEES

| | |
|------------------------------|----------|
| Bonds | \$10.00 |
| Bondsmen | |
| In county | \$150.00 |
| Out of county | \$100.00 |
| Copies | |
| Certified Copies | \$2.50 |
| Common pleas fees: | |
| Appeals | \$150.00 |
| Arbitration | \$10.00 |
| Confession | \$10.00 |
| Filing summons and complaint | \$150.00 |
| Foreign judgment | \$150.00 |
| Judgment | \$10.00 |
| Lis Pendens | \$10.00 |
| Motion | \$25.00 |
| Transcript | \$10.00 |
| Peddlers License | \$150.00 |
| Enrolling notary public | \$5.00 |
| Expungement | \$35.00 |

6.00 CORONER FEES

6.01 Cremation Fees

| | |
|--|------------------------------|
| Cremation by Coroner's Office (Cremation Fee - \$600 800 / Administrative Fee - \$200/ Transport Fee - \$200) - 10 month payment plan available | 1000 <u>1,200</u> |
|--|------------------------------|

6.02 Permit Fees

| | |
|-------------------|---------|
| Cremation Permits | \$25.00 |
|-------------------|---------|

6.03 Report Fees * Note: Fees will not apply to reports marked "NOT FOR LEGAL USE" provided to surviving family members.

| | |
|--------------------|----------|
| Autopsy Reports | \$100.00 |
| Coroner's Reports | \$75.00 |
| Photographs | \$2.00 |
| Toxicology Reports | \$100.00 |

7.00 EMERGENCY MANAGEMENT/ FIRE SERVICE FEES

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| | | |
|---|--------------|----------|
| 7.01 Fire Marshal/Fire Service Fees | | |
| 1st Additional Inspection | | \$50.00 |
| 2nd Additional Inspection | | \$100.00 |
| 3rd Additional Inspection | | \$250.00 |
| Inspection fee increase per inspection following 3rd inspection | | \$250.00 |
| Response to false alarms in excess of 3 in any calendar year | per instance | \$100.00 |

| | | |
|--|-----------------------------|------------------------|
| 7.02 Hazardous Materials Fees | | |
| Application for operational permit | | \$1,000.00 |
| Emergency response to hazardous materials incident | Initial Charge | \$500.00 |
| Emergency response to hazardous materials incident | Career Personnel | Actual Costs |
| Emergency response to hazardous materials incident | Volunteer Personnel | 20.58 per hr. |
| Emergency response to hazardous materials incident | Materials Cost | Actual Costs |
| Emergency response to hazardous materials incident | Apparatus & Equipment Costs | FEMA Schedule of Rates |

| | | |
|---|--|-----------------|
| 7.03 Special Tax District Uniform Service Charge | | |
| Equivalent Residential Unit fee | | 75 <u>90.00</u> |

8.00 EMERGENCY MEDICAL SERVICE FEES

| | | |
|--|--------------|----------------------------|
| ALS Emerg Treat/No Transport | | \$175.00 |
| ALS Unit, Urgent, No ALS Tx | | \$600.00 |
| ALS Emerg Treat - Helicopter at ER | | \$150.00 |
| Medical Records | | 15 <u>25.00</u> |
| Mileage, ground | | \$10.00 |
| Standby Service (per employee) | Per hour | \$30.00 |
| Response to false alarms in excess of 3 in any calendar year | per instance | \$100.00 |
| ALS with Treatment and Emergency Transport | Base Fee | \$700.00 |
| BLS A0429 | Base Fee | \$600.00 |
| ALS 2 A0433 | Base Fee | \$800.00 |

9.00 FARMERS MARKET FEES

| | | |
|--|--------------------------|---------------|
| Rental Fee | | |
| Seasonal Vendor Fee | One Time | \$20.00 |
| Seasonal Booth rental | Per day <u>Per Table</u> | \$2.00 |
| <u>Daily Booth rental (includes 1 table)</u> | <u>Per Day</u> | <u>\$8.00</u> |
| <u>Additional Tables*</u> | <u>Each</u> | <u>\$2.00</u> |

*Maximum 3 tables per site

10.00 FINANCE DEPARTMENT FEES

| | | |
|--------------------------|----------|------------------------------|
| Departmental Fees | | |
| Dealer tag fee | Per tag | same as Road Maintenance Fee |
| Tax billing | Per bill | \$1.00 |

11.00 GIS MAPPING FEES

| | | |
|---|--|---------|
| 11.01 Black and White Plotter Maps | | |
| Letter | | \$2.50 |
| Legal | | \$5.00 |
| 18 by 24 | | \$10.00 |
| 24 by 36 (line map - no aerial) | | \$5.00 |
| 24 by 36 | | \$12.00 |
| 36 by 44 | | \$15.00 |

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| | |
|-----------------|---------|
| Poster up to 60 | \$20.00 |
|-----------------|---------|

11.02 Color Plotter Maps

| | |
|-----------------|---------|
| Letter | \$5.00 |
| Legal | \$10.00 |
| 18 by 24 | \$20.00 |
| 24 by 36 | \$25.00 |
| 36 by 44 | \$30.00 |
| Poster up to 60 | \$40.00 |

11.03 Digital Data Fees

| | |
|---|----------------------------|
| 2011 aerial photo (entire county) | \$1,500.00 |
| CAMA data in text format | \$500.00 |
| Parcel layer with attributes (entire county) | 1000 500 |
| Parcel layer without attributes (entire county) | 500 250 |
| Street centerline layer | \$250.00 |
| Other digital data | Per hour \$30.00 |

12.00 LIBRARY FEES

12.01 Overdue and Lost Fees

| | | |
|---|----------|------------------|
| Overdue book fee (maximum charge of \$2.00) | Per day | \$0.15 |
| Copies- self serve | Per Copy | \$0.25 |
| Lost book fee | Per book | Replacement cost |

12.02 Miscellaneous Fees

| | | |
|--|------------------|----------------------------|
| Out of state library membership | Per year | \$25.00 |
| Duplication machine reproduction fee - general | Per Page | 0.15 .25 |
| Facsimile charge | First page | \$0.50 |
| Facsimile charge | Subsequent pages | \$0.50 |

13.00 911 FEES

| | | |
|--|----------|--------|
| Enhanced 911 Emergency Service System | | |
| Uniform service charge | Per line | \$1.00 |

14.00 PLANNING FEES

14.01 Ordinance Fees

| | | |
|--------------------------|--|--|
| Left Blank Intentionally | | |
|--------------------------|--|--|

14.02 Development Fees

| | | |
|--|------------|--------------------------------|
| Development Agreements | | |
| Per acre of highland proposed | | \$25.00 not to exceed \$20,000 |
| Planned Development Districts *in addition to Development Agreement Fee | | |
| Rezoning | \$2,000.00 | |
| Amendment- PDD | \$2,000.00 | |

14.03 Development Review Application Fee

| | | |
|--------------------|------------|---------|
| Review application | Per review | \$75.00 |
|--------------------|------------|---------|

14.04 Subdivision Fees

| | | |
|----------------------------------|---------|------------------------------|
| Preliminary plat - 1 to 10 lots | Per lot | \$25.00 |
| Preliminary plat 11 or more lots | per lot | \$300 plus \$10 for each lot |

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
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| | | |
|--|--------------|---|
| Final plat | Per plat | \$100 plus \$10 for each lot or building permit |
| Amendment of a final plat | | \$100.00 |
| Construction Document Fee | Per lot | \$300 plus \$10 for each lot |
| Amendment of Construction Document Fee | | \$300.00 |
| Subdivision variance | Per instance | \$200.00 |

14.05 Zoning Fees

| | |
|---|------------------------|
| Appeal from action of zoning official | \$300.00 |
| Use permitted on review | \$150.00 |
| Variance | \$200.00 |
| Rezoning application- single parcel | \$250.00 |
| Rezoning application- multi parcel | \$500.00 |
| 2nd rezoning fee (within 1 month) | \$250.00 |
| Text amendment Fee | \$250.00 |
| Cluster Subdivision Overlay | \$250.00 |
| Cluster Subdivision Overlay w/multi parcel | \$500.00 |
| Rehearing of a Board of Zoning Appeals Action | \$200.00 |
| Conditional Use Permit | \$150.00 |
| Traffic Impact Analysis | Cost of engineer + 10% |

14.06 Miscellaneous Fees

| Item | Unit | Amount |
|---|----------|--------------------------------|
| Comprehensive plan - picked up | Each | \$25.00 |
| Comprehensive plan - mailed | Each | \$30.00 |
| Road name change | Per road | \$250.00 |
| Telecommunication Towers Review | Each | \$200 plus 1% of cost of tower |
| Zoning map (2 parts; northern & southern) - picked up | Per part | \$25.00 |
| Zoning map (2 parts; northern & southern) - mailed | Per part | \$30.00 |

15.00 PROBATE COURT FEES

15.01 Cost of Court: Estate Fees - Regular Estate

| | |
|---|---|
| Property valuation less than \$5,000 | \$25.00 |
| Property valuation of \$5,000 but less than \$20,000 | \$45.00 |
| Property valuation \$20,000 but less than \$60,000 | \$67.50 |
| Property valuation \$60,000 but less than \$100,000 | \$95.00 |
| Property valuation of \$100,000 but less than \$600,000 | \$95.00 plus 0.0015 in excess of \$100,000 |
| Property valuation \$600,000 or more | \$845.00 plus 0.0025 in excess of \$600,000 |

15.02 Cost of Court: Estate Fees - Small Estate or Affidavit of Collection for Personal Property

| | |
|---|---------|
| Property valuation less than \$100.00 | \$12.50 |
| Property valuation of \$100 but less than \$5,000 | \$25.00 |
| Property valuation of \$5,000 but less than \$20,000 | \$45.00 |
| Property valuation of \$20,000 but less than \$25,000 | \$67.50 |

15.03 Miscellaneous Fees

| | |
|---|---------|
| Legal advertisement - cost of advertisement is in addition to prescribed court costs and are due and payable prior to | |
| CD copy of hearing | \$10.00 |
| Search fee | \$7.00 |

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| | | |
|-------------------|----------|--------|
| Plain Copy | Per Page | \$0.25 |
| Replacement Forms | Per Page | \$0.50 |
| Faxing Documents | | \$5.00 |

15.04 Probate Court Fees

| | | |
|---|--------------|-------------|
| Appointment of Special Administrator or temporary fiduciary | | \$22.50 |
| Special Certificates | | \$10.00 |
| Certified marriage certificates | | \$5.00 |
| Certifying appeal record | | \$10.00 |
| Certified copy of Information to Heirs and Devisee Form | | \$0.50 each |
| Additional Certificates of Appointment | | \$0.50 each |
| Filing - any summons, complaint, or petition | | \$150.00 |
| Filing conservatorship accounting | | \$10.00 |
| Filing demand for notice | | \$5.00 |
| Filing of will only | | \$10.00 |
| Issuing certified copies | Per Document | \$5.00 |
| Issuing exemplified/ authenticated copies | | \$20.00 |
| Recording authenticated or certified copies. | | \$20.00 |
| Reforming or correcting marriage record | | \$6.75 |
| Reopening closed estates | | \$22.50 |

15.05 Weddings

| | |
|---|---------|
| Marriage license - at least one party in-state (includes \$20.00 state fee) | \$50.00 |
| Marriage license - out of state (includes \$20.00 state fee) | \$75.00 |
| Marriage license-Reprint copy | \$5.00 |

16.00 PUBLIC WORKS FEES

| | | |
|---|---|----------------------|
| Driveway pipe - 2nd driveway | \$500.00 or actual cost, whichever is greater | |
| Road/bridge design review by outside engineer | | Actual cost |
| Road testing fee | | Actual cost plus 20% |
| Road proof roll - reinspection | | \$150.00 |
| Roadway sign - production/ installation | actual cost plus 10% | |
| Tire disposal - agricultural | Per tire | \$35.00 |
| Tire disposal - undocumented | Per ton | \$150.00 |

17.00 RECREATION FEES

17.01 Participant Fees-Youth Sports

| Sport | Ages | Amount | All-Star Amount |
|-------------------------|-------------|---------------|------------------------|
| Basketball | 5 to 15 | \$55.00 | \$40.00/\$25.00 (7-8) |
| Instr. Basketball | 4 | \$30.00 | |
| Dixie Softball | 7 to 18 | \$75.00 | \$40.00 |
| Basketball Cheerleading | 7 to 15 | \$30.00 | |
| Football Cheerleading | 7 to 12 | \$30.00 | |
| Baseball | 6 to 12 | \$50.00 | |
| Little League Baseball | 7 to 12 | \$75.00 | \$40.00 |
| Fall Soccer | 5 to 15 | \$65.00 | 40.00/25.00 (7-8) |
| Instr. Soccer | 4 | \$30.00 | |
| Fall Softball | 6 to 12 | \$50.00 | |
| Flag Football | 7 to 15 | \$50.00 | |
| Football | 7 to 12 | \$75.00 | \$40.00 |
| Girls Volleyball | 8 to 13 | \$50.00 | \$40.00 |
| Spring Soccer | 5 to 13 | \$65.00 | |
| Swim Team | 5 to 18 | \$63.00 | |
| Swing League | 5 to 6 | \$50.00 | |
| T-Ball | 4 to 5 | \$50.00 | |

17.02 Participant Fees-Adult Sports

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| <u>Sport</u> | <u>Ages</u> | <u>Unit</u> | <u>Amount</u> |
|--------------|-------------|-------------|---------------|
| Basketball | 16 & up | Per Game | \$45.00 |
| Softball | 16 & up | Per Game | \$20.00 |
| Volleyball | 16 & up | Per Team | \$150.00 |

17.03 After School and Summer Day Camp

| <u>Program</u> | <u>Registration</u> | <u>First Child (per day)</u> | <u>Additional Child (per day)</u> |
|--------------------------------------|---------------------|------------------------------|-----------------------------------|
| Regular Day After School | | \$10.00 | \$6.00 |
| Partial-early dismissal After School | | \$11.00 | \$7.00 |
| All Day School Closings After School | | \$12.00 | \$8.00 |
| Summer Day Camp | \$20.00 | \$17.00 | \$8.00 |
| Field Trip Fees (optional) | Varies | | |

17.04 Swimming Pool Fees

| <u>Activity</u> | <u>Ages</u> | <u>Unit</u> | <u>Amount</u> |
|--------------------------------|-------------|-----------------------|---------------|
| Swim Lessons | 3 to 18 | Per Person Per Lesson | \$50.00 |
| Nursery Swim | 4 to 12 | Per Day | \$2.00 |
| Public Swim | All Ages | Per Person | \$3.00 |
| Public Swim-Single Month Pass | All Ages | Per Person | \$20.00 |
| Public Swim-Single Season Pass | All Ages | Per Person | \$50.00 |
| Public Swim-Family Month Pass | All Ages | Per Family* | \$50.00 |
| Public Swim-Family Season Pass | All Ages | Per Family* | \$100.00 |
| Pool Party (0-25 People) | All Ages | Per Hour | \$60.00 |
| Pool Party (26-50 People) | All Ages | Per Hour | \$80.00 |
| Pool Party (51-75 People) | All Ages | Per Hour | \$125.00 |

| | | | |
|----------------------------|----------|----------|----------|
| Pool Party (76-100 People) | All Ages | Per Hour | \$150.00 |
|----------------------------|----------|----------|----------|

*Maximum of 5 per family

17.05 Facility Rental

| <u>Andrew Jackson & Indian Land Recreation Centers</u> | | <u>Unit</u> | <u>Amount</u> |
|--|--|-------------|---------------|
| Gym (Regular Rental) | | Per 3 Hours | \$200.00 |
| Gym (Regular Rental) | | Per 6 Hours | \$325.00 |
| Gym (Regular Rental) | | All Day | \$600.00 |
| Gym (For Profit) | | Per 6 Hours | \$450.00 |
| Gym (For Profit) | | All Day | \$750.00 |
| Activity Room (Regular Rental) | | Per 4 Hours | \$200.00 |
| Activity Room (For Profit) | | Per 4 Hours | \$300.00 |
| Conference Room | | Per Hour | \$25.00 |
| Overtime | | Per hour | \$75.00 |
| Security Deposit | | Per Rental | \$100.00 |
| <u>Buford & Springdale Recreation Centers</u> | | <u>Unit</u> | <u>Amount</u> |
| Gym (Regular Rental) | | Per 3 Hours | \$250.00 |
| Gym (Regular Rental) | | Per 6 Hours | \$400.00 |
| Gym (Regular Rental) | | All Day | \$750.00 |
| Gym (For Profit) | | Per 6 Hours | \$450.00 |
| Gym (For Profit) | | All Day | \$1,050.00 |
| Activity Room (Regular Rental) | | Per 4 Hours | \$200.00 |
| Activity Room (For Profit) | | Per 4 Hours | \$300.00 |
| Conference Room | | Per Hour | \$25.00 |
| Overtime | | Per hour | \$75.00 |
| Security Deposit | | Per Rental | \$100.00 |

17.06 Outdoor Field/Court Rentals

| <u>Item</u> | <u>Unit</u> | <u>Amount</u> |
|--|--------------------|---------------|
| Field Practice (Non-LCPR teams) without lights | Per hour Per field | \$15.00 |
| Field Practice (Non-LCPR teams) with lights | Per hour Per field | \$20.00 |
| Court Practice (Non-LCPR teams) | Per hour Per court | \$20.00 |

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| | | |
|--|--------------------|----------|
| Tournament Field Rental-200-300ft Baseball/Softball without lights | Per hour Per field | \$175.00 |
| Tournament Field Rental-200-300ft Baseball/Softball with lights | Per hour Per field | \$200.00 |
| Tournament Field Rental-<200ft Baseball/Softball no lights | Per hour Per field | \$125.00 |
| Soccer Field | Per Game | \$50.00 |
| Tournament Soccer Field (without lights) | Per day Per field | \$175.00 |
| Tournament Soccer Field (with lights) | Per day Per field | \$200.00 |

17.07 Other Recreation Fees

| Item | Unit | Amount |
|---|--------------------|---------|
| Program Registration Late Fee | Per Participant | \$15.00 |
| Late Pick up for After School and Summer Day Camp | Per Minute | \$1.00 |
| After School Bus Fee | Per Family Per Day | \$2.00 |

47- REGISTER OF DEEDS FEES

18.00

| | |
|--|--|
| Affidavit of partnership | \$10.00 for first 4 pages and \$1.00 per additional page |
| Assignment of lease | \$10.00 for first 4 pages and \$1.00 per additional page |
| Assignment of leases, rents, and profits | \$10.00 per reference and \$1.00 per additional page |
| Assignment of mortgage | \$6.00 for first page and \$1.00 per additional page |
| Assumption of agreement | \$10.00 for first 4 pages and \$1.00 per additional page |
| Bond to release mechanic's lien | \$10.00 for first 4 pages and \$1.00 per additional page |
| Cancellation of contract of sale | \$10.00 for first 4 pages and \$1.00 per additional page |
| Cancellation of lease | \$10.00 for first 4 pages and \$1.00 per additional page |
| Certified copy charge | \$5.00 |
| Charter | \$10.00 for first 4 pages and \$1.00 per additional page |
| Contract for sale | \$10.00 for first 4 pages and \$1.00 per additional page |
| Deed/ mortgages recording fee | \$10.00 for first 4 pages and \$1.00 per additional page |
| Document stamp charge | \$3.70 per thousand |
| Duplication machine reproduction certification fee | \$5.00 |
| Easement | \$10.00 for first 4 pages and \$1.00 per additional page |
| Federal tax liens | \$10.00 |
| Lease | \$10.00 for first 4 pages and \$1.00 per additional page |
| Mechanic's lien | \$10.00 for first 4 pages and \$1.00 per additional page |
| Mortgage modification | \$6.00 per reference and \$1.00 per additional page |
| Notice of lien | \$10.00 for first 4 pages and \$1.00 per additional page |
| Partial release of mortgage | \$6.00 per reference and \$1.00 per additional page |
| Partnership agreement/ dissolution | \$10.00 for first 4 pages and \$1.00 per additional page |
| Passport Fee | \$25.00 |
| Plats | Large - \$20.00 / medium - \$10.00 / small - \$5.00 |
| Power of attorney | \$15.00 for first 4 pages and \$1.00 per additional page |
| Project commencement notice | \$15.00 |
| Real property agreement | \$10.00 for first 4 pages and \$1.00 per additional page |

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| | |
|--|---|
| Revocation of power of attorney | \$10.00 for first 4 pages and \$1.00 per additional page |
| Satisfaction of assignment of leases, rents, and profits | \$5.00 |
| Satisfaction of mortgage | \$5.00 |
| SC tax liens | \$10.00 |
| Subordination of mortgage | \$6.00 per reference and \$1.00 per additional page |
| Trust Indenture | \$10.00 for first 4 pages and \$1.00 per additional page |
| UCC1 or UCC3 | \$8.00 first 2 pages & \$1 per additional page; each additional debtor - more than 2 debtors \$2.00 |
| Waiver | \$10.00 for first 4 pages and \$1.00 per additional page |

18- ROAD FEES

19.00

| County Road Improvement and Maintenance Fee | | |
|---|-------------|---------|
| Per County Code section 26-34 | Per Vehicle | \$30.00 |

19- SHERIFFS FEES

20.00

| 19.01 Detention Center Fees | | |
|---|--------------------------|---------|
| Per Diem for municipal court prisoners- | Solely Municipal Charges | \$39.46 |

| 19.02 Miscellaneous Fees | | |
|--|--------------|----------|
| Item | Unit | Amount |
| Fingerprinting (non-LCDC) | Per Set | \$5.00 |
| Response to false alarms in excess of 3 in any calendar year | Per Instance | \$100.00 |

20- TAX COLLECTION FEES

21.00

| | |
|----------------|---|
| Collection fee | \$120.00 140.00 or actual cost, whichever is greater |
|----------------|---|

21- TREASURER FEES

22.00

| | |
|------------------------------------|--------|
| Convenience fee for SCDMV stickers | \$1.00 |
| Duplicate Receipts | \$0.25 |

22- ZONING FEES

23.00

| 22.01 23.01 Plan Review Fees - non-residential excluding multi-family | |
|---|-----------------------|
| Up to 12,000 square feet | 100 200.00 |
| 12,001 square feet to 25,000 square feet | 200 300.00 |
| Exceeding 25,001 square feet | 300 400.00 |

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

22.02 Mobile Home Fees

23.02

| Item | Unit | Amount |
|-----------------------------------|--------------|----------|
| Mobile Home decal | each | \$ 10.00 |
| Mobile Home - change of ownership | Per Instance | \$ 10.00 |
| Mobile Home - movement | Per Instance | \$25.00 |

22.03 Miscellaneous Fees

23.03

| Item | Unit | Amount |
|---|------------------|-----------|
| Appeal from action of zoning official | | \$300.00 |
| Use permitted on review | | \$150.00 |
| Variance | | \$200.00 |
| Rehearing of a Board of Zoning Appeals Action | | \$200.00 |
| Alarm system registration | Per alarm system | \$10.00 |
| Demolition fee - any building or structure | Per Instance | 50-100.00 |
| Septic license- South Carolina | Per Instance | \$10.00 |
| Septic license- North Carolina | Per Instance | \$100.00 |
| Zoning fee | Per Instance | \$90.00 |
| Moving fee - any building or structure | Per Instance | \$50.00 |
| Sign Permit - Commercial | Per Company | \$100.00 |
| Sign Permit - Political | Per Candidate | \$35.00 |
| Sign Permit - Real Estate | Per Company | \$35.00 |
| Sign Permit - Regular | Per Sign | \$35.00 |

22.04 Permit

23.04

| | |
|---|----------|
| Floodplain Development- commercial & subdivisions | \$100.00 |
|---|----------|

23 OTHER COUNTY FEES AND CHARGES

24.00

23.01 Historic Courthouse Rental

24.01

| Item | Unit | Amount |
|-----------------------------|------------------|----------|
| Facility usage | First hour | \$115.00 |
| Facility usage | per add'l hour | \$75.00 |
| Penalty for time overage | Every 10 minutes | \$25.00 |
| Refundable security deposit | Per Instance | \$250.00 |
| Cancellation Fee | Per Instance | \$100.00 |

23.02 Miscellaneous County Fees

24.02

| Item | Unit | Amount |
|--------------------------------|--------------|----------|
| Airport hangar rental | Per Month | \$100.00 |
| Bad Check fee | Per Instance | \$30.00 |
| Cable television franchise fee | Per Year | 5% |

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

| | | |
|--|--------------|-----------------------|
| Duplication machine reproduction fee - general | Per Page | \$0.25 |
| Duplication machine reproduction fee - general (color) | Per Page | \$1.75 |
| Audio Recordings of Meetings | Per Copy | \$5.00 |
| FOIA Research Time | Per Hour | Not to Exceed \$15.00 |
| Private ambulance service - franchise application fee | Per Instance | \$100.00 |

Agenda Item Summary

| | |
|---------------------------------|--------------------------|
| Ordinance # / Resolution#: | Ordinance No.: 2017-1448 |
| Contact Person / Sponsor: | Steve Willis |
| Department: | Administration |
| Date Requested to be on Agenda: | May 22, 2017 |

Issue for Consideration:

Donation (by way of long-term lease) of two parcels of county property to the Indian Land Fire Department.

Points to Consider:

The first parcel is adjacent to the fire station. It was originally donated by the developer to be a recycling site; however, it is too small to be used as such. ILFD would like to use the land for additional parking (they are planning to build a training facility which will consume a good bit of their existing property. The lot is currently wooded.

The second parcel would involve surveying out 2 acres on the parent tract for Roy Hardin Park. This would be westward and uphill from the park. The terrain is such that the acreage is not usable for athletic fields. ILFD would like to create a substation here to serve the northern portion of their rapidly growing area.

This requires passage of an ordinance and holding a public hearing.

Tax map information on the two parcels is attached as information.

Funding and Liability Factors:

This would be a donation by way of long-term lease at no cost.

Council Options:

Approve or deny the ordinance.

Staff Recommendation:

Approve the ordinance.

Committee Recommendation:

Recommended for approval by both the Public Safety and Administration Committees.

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE LONG TERM LEASE OF TWO COUNTY OWNED PARCELS OF REAL PROPERTY TO THE INDIAN LAND VOLUNTEER FIRE DEPARTMENT, INC. FOR THE DEPARTMENT'S USE IN PROVIDING ENHANCED FIRE SERVICE PROTECTION

WHEREAS, Lancaster County is the owner of two parcels of real property located within the boundaries of the Indian Land Fire District, namely:

1. **TMS# 0016-00-031.01** – a 2.2 acre parcel adjacent to and north of Six Mile Creek Road (see Exhibit A attached hereto);
2. **TMS# 0013-00-061.01** – a 10.9 acre parcel adjacent to and north of Shelly Mullis Road (see Exhibit B attached hereto); and

WHEREAS, parcel #1 is adjacent to the existing INDIANLAND VOLUNTEER FIRE DEPARTMENT, INC.'s ("**ILVFD**") existing fire station and was donated to the County by a developer for use as a county recycling site, a use for which is no longer needed at that location; and

WHEREAS, ILVFD has requested that Lancaster County authorize and approve a long term occupancy of the parcel by ILVFD for its use in providing additional parking on the parcel, made necessary because of an planned expansion of the department's existing fire station; and

WHEREAS, a portion of parcel #2 is utilized at present as a recreation site designated as Roy Hardin Park, but the vast majority of the remaining acreage within the parcel is unused and not suitable for athletic fields because of the uneven terrain, the entire parcel having been donated to the County for its use as Council deems appropriate; and

WHEREAS, the ILVFD has requested that Lancaster County authorize and approve a long term occupancy of two (2) acres of the unused parcel by ILVFD for its use in constructing a fire substation to serve the northern portion of the district's fire protection area; and

WHEREAS, County Council has considered the request and the anticipated use thereof of both parcels by ILVFD and finds the purpose of the request to be appropriate and in the best interest of the county's citizens and residents in that panhandle area of the county.

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

1. The Indian Land Volunteer Fire Department, Inc. is approved and authorized to occupy and utilize all of TMS# 0016-00-031.01 and two (2) acres of TMS# 0013-00-061.01 as determined by a site survey as agreed to by both the ILVFD and the County Administrator; further
2. Occupancy of the two (2) parcels shall be established and vested via a written lease by and between the parties for a term not to exceed fifty (50) years at an annual lease rate of One (\$1.00) Dollar, said lease to be recorded in the Office of the Register of Deeds; further
3. The specific terms and conditions of the lease, once drafted, shall be presented to the Council for its consideration and ratification through the passage of a Resolution. Once ratified, the Administrator is authorized to execute the lease in behalf of Lancaster County.

Section 2. Severability

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon passage of Third Reading.

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AND IT IS SO ORDAINED

Dated this ____ day of _____, 2017

LANCASTER COUNTY, SOUTH CAROLINA

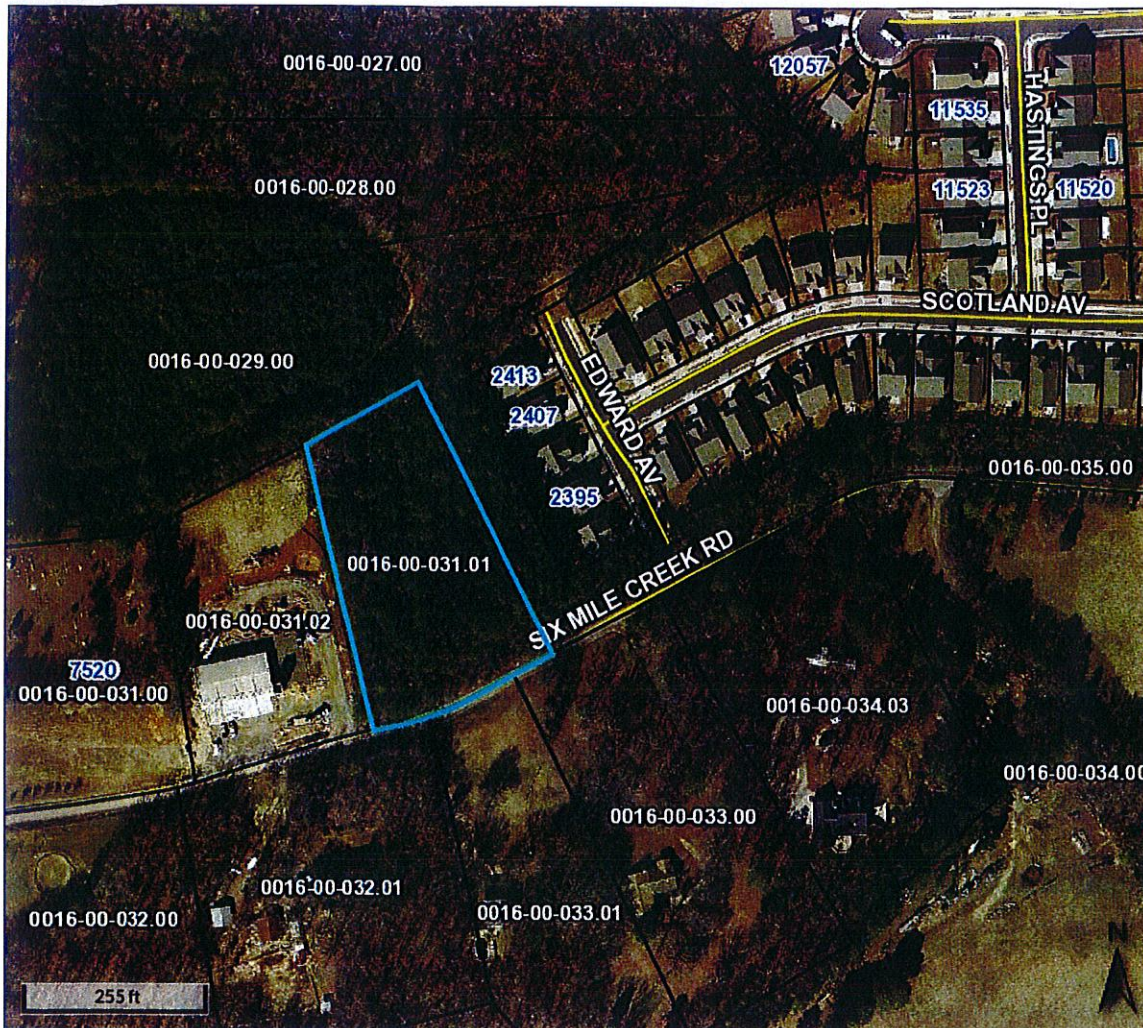
Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

| | | |
|-----------------|---------------|-------------|
| First Reading: | May 22, 2017 | |
| Second Reading: | June 12, 2017 | (Tentative) |
| Public Hearing | June 12, 2017 | (Tentative) |
| Third Reading: | June 26, 2017 | (Tentative) |



Overview



Legend

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

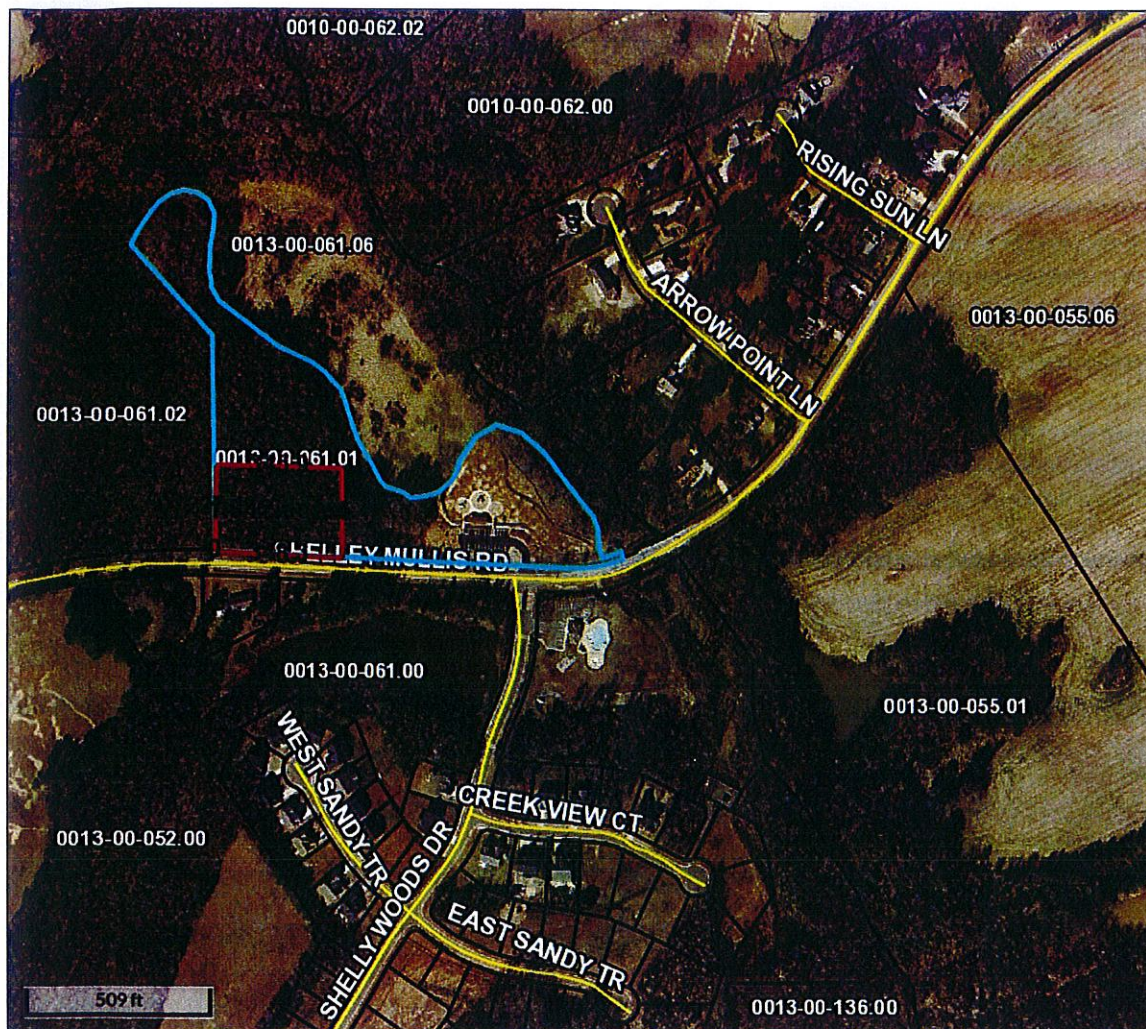
| | | | | | | | |
|-----------------|----------------|------------------|---------------------|--------------|-------|--------------------------------------|------|
| Parcel ID | 0016-00-031.01 | Owner | LANCASTER COUNTY | Last 2 Sales | | | |
| Class Code | Exempt | | COUNTY | Date | Price | Reason | Qual |
| Taxing District | Lancaster | | PO BOX 1809 | 4/12/2010 | \$0 | SOLD DOES NOT MATCH APPRAISAL RECORD | Q |
| Acres | 2.194 | | LANCASTER, SC 29721 | 12/17/1998 | \$10 | INTER-COMPANY TRANSFER | Q |
| | | Physical Address | 0 SIX MILE CREEK RD | | | | |
| | | Assessed Value | | | | | |

(Note: Not to be used on legal documents)

Date created: 4/13/2017
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Developed by
The Schneider Corporation



Overview



Legend

Address Numbers

Parcel Numbers

Parcels

Roads

Railroad

| | | | | | | | |
|------------------------|----------------|-------------------------|---------------------|---------------------|--------------|---------------------|-------------|
| Parcel ID | 0013-00-061.01 | Owner | LANCASTER | Last 2 Sales | | | Qual |
| Class Code | Exempt | | COUNTY | Date | Price | Reason | |
| Taxing District | Lancaster | | PO BOX 1809 | 4/21/2010 | \$665000 | NON ATI | |
| Acres | 10.93 | | LANCASTER, SC | 3/3/2010 | \$396396 | SOLD DOES NOT MATCH | |
| | | Physical Address | 29721 | | | APPRAISAL RECORD | |
| | | Assessed Value | 0 SHELLEY MULLIS RD | | | | |

(Note: Not to be used on legal documents)

Date created: 4/13/2017

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Developed by
The Schneider Corporation

Agenda Item Summary

Ordinance #: 2017 - 1449

Contact Person: Barry Faile / Steve Willis

Department: Sheriff / Administrator

Date Requested to be on Council Agenda: May 22, 2017

Issue for Consideration:

1. Whether or not it is appropriate for Council to consider passage of this ordinance that amends the Lancaster County Code of Ordinances so as to add an option available to municipalities within the county that utilize the Lancaster County detention Center?
2. Whether or not it is appropriate to consider accepting and approving the Intergovernmental Agreement accompanying the ordinance that has been negotiated by and between the Sheriff and the City of Lancaster?

Points to Consider: The proposed Intergovernmental Agreement is self-explanatory and provides an alternative means to the per diem rate now noted in the County Code via the cost of an additional detention officer for the Sheriff being paid by the City of Lancaster. The amendment to the Lancaster County Code of Ordinances authorizes this negotiated, alternative means of compensation.

Council Options: Approve or reject the ordinance and accompanying Intergovernmental Agreement.

Recommendation: The Sheriff, the County Administrator and the Public Safety Committee all recommend approval by Council.

Agenda Item Summary

| | |
|---------------------------------|-------------------------|
| Ordinance # / Resolution#: | Discussion/ Action Item |
| Contact Person / Sponsor: | Barry Faile |
| Department: | Sheriff |
| Date Requested to be on Agenda: | May 22, 2017 |

Issue for Consideration:

Intergovernmental agreement for Lancaster County Detention Center

Points to Consider:

Under this agreement the City of Lancaster would fund a Correctional Officer in lieu of paying per diem fees for housing prisoners.

The City would simply make a payment to Lancaster County. The Correctional Officer would be an employee of the Sheriff's Office.

Funding and Liability Factors:

\$54,480 per year.

Council Options:

Approve or reject having the Administrator sign the agreement.

Staff Recommendation:

Approve the agreement s presented by Sheriff Faile. I would note that we will need to amend the County Code to allow for the Intergovernmental Agreement to supersede the Per Diem requirements.

Committee Recommendation:

Since City Council has already voted on this it is coming straight to County Council.

AN ORDINANCE

TO AMEND ARTICLE CHAPTER 2, ARTICLE II, DIVISION 5 (PRISONER HOUSING FEES) OF THE LANCASTER COUNTY CODE OF ORDINANCES BY THE ADDITION OF SECTION 2-231(b) AND, FURTHER, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF LANCASTER THAT IS CONSISTENT WITH THE LANGUAGE AND PROVISIONS CONTAINED IN SECTION 2-231(b).

WHEREAS, Lancaster County Council previously has adopted Ordinance No. 2013-1205 wherein various terms and conditions were established by Lancaster County for the housing and maintenance of a municipality prisoner being held in the county detention; and

WHEREAS, upon the recommendation of the Lancaster County Sheriff and the Lancaster County Administrator, Lancaster County Council has been advised of an alternative method and approach for establishing a fair and reasonable compensation to be paid to the county for this detention service provided to a municipality; and

WHEREAS, Lancaster County Council has reviewed the alternative method and has found the approach to be acceptable; and, further, Lancaster County has reviewed the attached Intergovernmental Agreement between the City of Lancaster and the County of Lancaster and find the Agreement's purpose to be consistent with the alternative method of compensation contemplated by this ordinance.

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

Section 1. Determinations.

- A. Section 2-231 of the present Lancaster County Code of Ordinances is amended so as to designate henceforth the existing Section 2-231 as Section 2-231(a);**
- B. Section 2-231(b) is added to Section 2-231 and shall read as follows – A municipality within the County of Lancaster shall have the option to negotiate with Lancaster County and its Sheriff in an effort to create and alternative arrangement whereby municipal prisoner housing fees may be set by a method other than the per diem rate noted heretofore. Should mutually acceptable terms and conditions be**

established, the contract shall be memorialized through an Intergovernmental Agreement approved by the two respective governmental bodies;

- C. Lastly, the Intergovernmental Agreement attached hereto and incorporated herein by reference as fully as if repeated verbatim herein between the City of Lancaster and the County of Lancaster is approved and adopted and the Administrator is authorized to execute the Agreement in behalf of the County.

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 or clauses shall not be affected.

Section 3. Conflicting Provisions

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

| | | |
|-----------------|---------------|-------------|
| First Reading: | May 22, 2017 | |
| Second Reading: | June 12, 2017 | (Tentative) |
| Third Reading: | June 26, 2017 | (Tentative) |

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the City of Lancaster, South Carolina, hereinafter referred to as the City, the County of Lancaster, South Carolina, hereinafter referred to as the County, and Barry S. Faile, the duly elected Sheriff of Lancaster County, South Carolina, hereinafter referred to as the Sheriff, pursuant to the authority of Article VIII, Section 13 of the Constitution of the State of South Carolina and Sections 4-9-30(3), 4-9-41, and 6-1-20 of the Code of Laws of South Carolina as amended.

RECITALS

WHEREAS, the City has temporary holding facilities for arrestees of the Lancaster Police Department and has performed booking and processing for these arrestees at its Municipal Justice Center, 405 East Arch Street, Lancaster, but has discontinued holding, booking, and processing arrestees at the Municipal Justice Center; and

WHEREAS, the Sheriff operates the Lancaster County Detention Center at 1941 Pageland Highway, Lancaster, where arrestees of all law enforcement agencies within the County of Lancaster are housed; and

WHEREAS, the Sheriff agrees to assume the duties of holding, booking, and processing arrestees of the Lancaster Police Department;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth below, the City, the County, and the Sheriff hereby agree as follows:

Persons arrested by the Lancaster Police Department shall be transported by the Lancaster Police Department to the Lancaster County Detention Center for detention, booking, and processing by correctional officers employed by the County.

The City shall pay to the County the annual sum of \$54,480, which represents the yearly salary and benefits of a correctional officer within the lower tier of the career ladder itemized as follows:

| | |
|-----------------------|-----------|
| Salary | \$36,000 |
| FICA | 2,754 |
| Retirement | 4,162 |
| Health Insurance | 11,441 |
| Workers' Compensation | 123 |
| Total | \$54,480. |

The County shall include these funds in the budget of the Lancaster County Sheriff's Office, and the Sheriff shall create and fill an additional correctional officer position with these funds.

The term of this Agreement shall begin on July 1, 2017, and shall end on June 30, 2019. The annual payment shall be made quarterly and paid on or before the fifteenth (15th) day of July, October, January, and April each year.

The City shall also pay to the County the sum of \$13,620 retroactively for detention, booking, and processing services provided by correctional officers employed by the County for arrestees of the Lancaster Police Department for the period April 1, 2017, through June 30, 2017. The County shall include these funds in the budget of the Lancaster County Sheriff's Office, and the Sheriff shall use these funds for the additional correctional officer position described above. This sum shall be paid on or before July 31, 2017.

At the end of the term of this Intergovernmental Agreement, a new Agreement shall be negotiated and executed by the parties if the parties desire that correctional officers employed by the County continue to provide detention, booking, and processing services for arrestees of the

Lancaster Police Department. The parties shall endeavor to negotiate such terms, including the funds to be paid for those services, and execute the Agreement by May 31 prior to the commencement of the term of the new Agreement.

The City, the County, and the Sheriff recognize that a current governing body cannot bind a subsequent and successive governing body and that appropriations for this Agreement must be approved in conjunction with each year's annual budget.

The Lancaster Police Department shall be responsible for transportation of its arrestees to and from an appropriate medical facility for medical clearance for incarceration if such clearance is required pursuant to Lancaster Police Department or Lancaster County Detention Center policy before the arrestee is booked and processed into the detention center.

The Lancaster Police Department shall be responsible for transportation of its arrestees to and from bond hearings in the Lancaster Municipal Court and preliminary hearings at the Lancaster County Courthouse until such time as bond hearings and/or preliminary hearings can be conducted via closed circuit television or other video means. The Sheriff shall assist the City in securing a room within the detention center in which Lancaster Municipal Court associate judges can conduct bond hearings if the need or convenience arises.

The Lancaster Police Department shall be responsible for transportation of its pretrial detainees and its sentenced inmates who are incarcerated for criminal charges within the jurisdiction of the Lancaster Municipal Court when movement of the inmate is required for any other purpose including, but not limited to, non-emergency medical care and court appearances.

The correctional officer employed by the Sheriff pursuant to this Agreement shall at all times be considered an employee of the Sheriff and will act under the exclusive authority and direction of the Sheriff. All matters relating to the correctional officer's employment including,

but not limited to, work schedule, rate of pay, benefits, leave time, training, and discipline shall be established and regulated solely by the Sheriff. Nothing in this Agreement shall be construed to create or establish an employer-employee relationship between the City and the correctional officer.

This Agreement, consisting of five (5) pages, shall constitute the full agreement between the parties, and any amendments, alterations, or modifications hereof shall be in writing and signed and dated by authorized representatives of the City, the County, and the Sheriff.

If any party decides not to enforce any provision of this Agreement, such decision in favor of non-enforcement shall not be deemed a waiver of the right of the non-enforcing party in the future to enforce that provision in the event of any subsequent breach or failure to comply in full with the provisions of this Agreement.

The City, the County, and the Sheriff agree that the laws of the State of South Carolina shall govern this Agreement, and venue and jurisdiction for any dispute arising between the parties concerning its terms shall lie in the Court of Common Pleas for Lancaster County, South Carolina.

This Agreement may be terminated by either party, without cause, upon one hundred eighty (180) days written notice to the other parties. Upon such termination or nonrenewal of this Agreement, the City shall pay the per diem rate for the housing and maintenance of prisoners of municipalities within the County of Lancaster as set forth in Chapter 2, Article V, Division 5, Sections 2-231, 2-232, 2-234, and 2-235 of the Code of Ordinances of the County of Lancaster.

All notices and other communications required pursuant to this Agreement shall be sufficiently given and shall be deemed given when placed into the United States Postal Service, certified mail, return receipt requested, addressed to the parties at the below addresses:



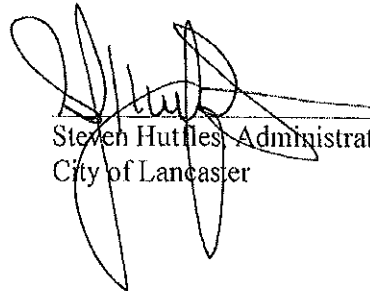
City of Lancaster
Attention: City Administrator
P. O. Box 1149
Lancaster, South Carolina 29721

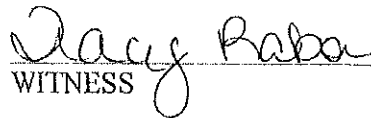
County of Lancaster
Attention: County Administrator
P. O. Box 1809
Lancaster, South Carolina 29721

Lancaster County Sheriff's Office
Attention: Sheriff
P. O. Box 908
Lancaster, South Carolina 29721

IN WITNESS WHEREOF the parties have executed this Intergovernmental Agreement

this ____ day of _____, 2017.

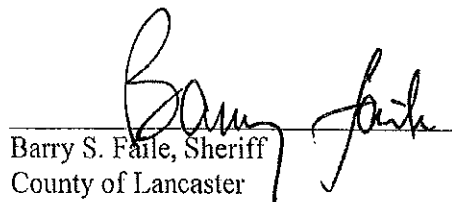


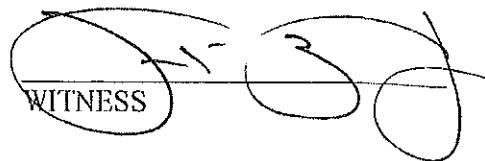
Steven Hutches, Administrator
City of Lancaster

WITNESS

Steve Willis, Administrator
County of Lancaster

WITNESS



Barry S. Faile, Sheriff
County of Lancaster

WITNESS

DIVISION 5. - PRISONER HOUSING FEES^[12]

Footnotes:

--- (12) ---

Editor's note— Ord. No. 2013-1205, §§ 1—5, adopted April 8, 2013, amended §§ 2-231, 2-232, and 2-234—2-236, as set out herein. Section 6 of said ordinance provides that, notwithstanding any other provision of law or of this ordinance, the per diem rate to be imposed for housing municipal prisoners in the county detention center beginning July 1, 2013, is \$34.17.

Cross reference— Health care and human services, Ch. 15.

Sec. 2-231. - Charge for housing prisoners.

All municipalities within the County of Lancaster shall be charged a per diem rate for the housing and maintenance of prisoners for the respective municipality in the county detention center. The per diem rate applies to municipal prisoners who are charged only with violating a municipal ordinance or any other statutory or common law offense punishable by a municipal court. The per diem rate also applies to sentenced prisoners with only municipal court charges. If the municipal prisoner is being held solely on general sessions court charges, or a combination of general sessions and municipal court charges, then the per diem rate is inapplicable.

(Ord. No. 125, § 1, 1-27-86; Ord. No. 1205, § 1, 4-8-2013)

Sec. 2-232. - Determination of per diem rate.

(a)

Computation of per diem rate. The per diem rate charged pursuant to section 2-231 shall be determined based on the actual cost of operating the county detention center for the most recently completed fiscal year. The total actual cost for operating the county detention center for the applicable fiscal year shall be divided by three hundred sixty-five (365) to determine the total actual daily cost for operating the county detention center. The total actual daily cost shall be divided by the actual average daily census for the county detention center for the most recently completed fiscal year to determine the per diem rate. The cost of capital improvements shall be excluded from the computation of the per diem rate.

(b)

Time when computation is made. The county administrator shall make the computation required by subsection (a) of this section not later than one hundred eighty (180) days after the end of each most recently completed fiscal year.

(c)

Effective date for per diem rate. The per diem rate determined pursuant to subsection (a) of this section is effective for the county fiscal year beginning on the July 1 immediately following the computation of the per diem rate.

(d)

Advice and consent. The per diem rate determined pursuant to this division is subject to the advice and consent of the county sheriff.

(e)

Inclusion in budget. The per diem rate determined pursuant to this division shall be included in the annual county budget ordinance.

(Ord. No. 125, § 2, 4, 1-27-86; Ord. No. 846, 9-10-07; Ord. No. 1205, § 2, 4-8-2013)

Sec. 2-233. - Responsibility for prisoner care.

(a)

The county detention center is responsible for arranging appointments and transportation to medical care providers for inmates charged with a Lancaster County Magistrate's Court offense, General Session's Court offense, and incarcerated convicts properly ordered to serve their sentence in the county detention center. The arresting agency is responsible for arranging appointments and transportation to medical care providers for inmates charged with a municipal court offense or other court of competent jurisdiction offense other than a magistrate's court offense or a general session's court offense.

(b)

The county is not financially responsible for medical expenses resulting from conditions existing prior to an individual's arrest and incarceration in the county detention center. The county is not financially responsible for the medical expenses incurred by an individual for injuries or illnesses arising during, or as the result of, the arrest process by arresting authorities.

(c)

The county is not financially responsible for medical services provided to persons who are being held in the county detention center and who are not serving an active sentence (pre-trial detainees).

(d)

The county is financially responsible for non-elective medical care provided to incarcerated convicts properly ordered to serve their sentence in the county detention center for illnesses or injuries occurring while incarcerated. For purposes of this subsection, "non-elective medical care" means those situations that might include, but are not limited to, the following conditions: (i) relief of pain or suffering; (ii) suspected serious infectious disease; (iii) assessment and treatment of serious injury; and (iv) life-, limb-, or central nervous system-threatening conditions.

(e)

The financial responsibility of the county provided for in this section begins when all third party insurance coverage for the individual has been exhausted, as determined by the director of the county detention center. Nothing in this section limits the ability of the county detention center to impose a

co-pay requirement or other cost-sharing requirement on persons that the county may have financial responsibility for medical or dental services.

(f)

The county is financially responsible for one (1) dental visit for sentenced and pre-trial detainees. The extent of the county's financial responsibility is limited to the lower of the cost of either one extraction or one (1) visit.

(g)

The county is financially responsible for the payment of medical and dental services only as provided for in this section.

(h)

Nothing in this section authorizes any employee or agent of the county to refuse to allow a prisoner to seek medical or dental care. No agent or employee of the county may request, approve or authorize medical or dental services for inmates, convicts or detainees except for those services for which the county is financially responsible pursuant to this section.

(Ord. No. 125, §§ 3, 5, 1-27-86; Ord. No. 1009, § 1, 1-4-10)

Sec. 2-234. - Billing.

(a)

Daily charge. Each municipality shall be charged the per diem rate for each day, or portion of a day, a municipal prisoner is held in the county detention center and for which the per diem rate applies. For billing purposes, 'day' means a calendar day (from midnight to midnight) except that the first day includes the initial twenty-four-hour period the municipal prisoner is held and any portion of any calendar day the initial twenty-four-hour period may include.

(b)

Monthly billings. The per diem rates charged under this division shall be billed by the county administrator on a monthly basis. The monthly billing is due and payable upon receipt by the municipality and the municipality is delinquent if the billing is not paid within thirty (30) days of the date of billing.

(c)

Failure to pay. The failure to pay the monthly billing within thirty (30) days of the date of the billing shall result in the discontinuance of the use of the county detention center by the municipality for those municipal prisoners for which a per diem rate applies.

(Ord. No. 125, §§ 6, 7, 1-27-86; Ord. No. 1205, § 3, 4-8-2013)

Sec. 2-235. - Change in per diem rate; notice.

(a)

Notice to municipalities. Each municipality in the county shall be notified no later than April 1 of the per diem rate to be charged beginning on the following July 1.

(b)

Right to change per diem rate. The county reserves to itself the right to amend this division at any time. In addition, the county expressly reserves to itself the right to change the per diem rate on ninety (90) days' notice to the municipalities if the federal or state government or a court of competent jurisdiction imposes a requirement concerning the detention of inmates that increases the county's cost of detention and the imposing authority does not provide the funding to offset the increased cost of detention.

(Ord. No. 125, § 8, 1-27-86; Ord. No. 1104, § 1, 7-11-11; Ord. No. 1205, § 4, 4-8-2013)

Sec. 2-236. - Prisoner holding period.

Prior to giving custody of the municipal prisoner to the county detention center, the municipal prisoner who may be housed pursuant to this division shall be held by the charging municipality for any reasonable period of time for which the municipality's facility is licensed by state law or regulation.

(Ord. No. 125, § 9, 1-27-86; Ord. No. 1205, § 5, 4-8-2013)

Sec. 2-237. - Voluntary labor program.

(a)

Authority for enactment. This section is adopted pursuant to Section 24-13-235 of the Code of Laws of South Carolina 1976, as amended.

(b)

Implementation. The director of the county detention facility, under the supervision and direction of the sheriff, is authorized to offer a voluntary program under which persons confined in the county detention facility may perform labor on the public works or ways. As used in this section, "labor on the public works or ways" means manual labor to improve or maintain public facilities, including, but not limited to, roads, bridges, parks and public buildings. No inmate may perform tasks or work on private property or do any work which would benefit any individual personally.

(c)

Reduction of confinement of participants. The confinement of a person participating in the voluntary program shall be reduced in accordance with state law.

(d)

Supervision of participants; responsibilities of user agencies. The director of the county detention facility is responsible for the supervision of persons participating in the voluntary program. Inmates who work outside of the county detention facility must operate under the direct supervision of approved personnel of authorized agencies. All user agencies shall assume all legal responsibility and liability for inmates participating in the voluntary program while they are in their custody. All user

agencies are responsible for providing transportation to and from the detention facility and providing a safe work environment for the inmates. In addition, all user agencies are responsible for providing all necessary equipment, tools, safety devices or other materials needed for a task or job.

(e)

Eligibility generally. An inmate is eligible for supervised work under the voluntary program only if it is determined that the inmate is a fit subject to participate in the program. An inmate may be refused to enter or continue in the voluntary program if it appears from the record that the inmate has refused to perform labor as assigned satisfactorily or has not satisfactorily complied with reasonable requirements governing such labor. All inmates who participate must sign a statement volunteering to serve in the program. In order to participate, an inmate must be serving a sentence in the detention facility for which he cannot be sent to the state department of corrections. An inmate must be sentenced, and he cannot participate in the program if additional charges are pending, provided that this requirement can be waived if an inmate can provide evidence that he has made bond on pending charges.

(f)

Eligibility; court restriction or denial. The court may restrict or deny a person's eligibility for the voluntary program.

(g)

Promulgation of rules and regulations. The sheriff is authorized to promulgate administrative rules and regulations as are necessary to implement the provisions of this section.

(Ord. No. 1009, § 2, 1-4-10)

Sec. 2-238. - Worker's compensation coverage of prison laborers.

Prison laborers working under the direction of county government shall be covered under the county's worker's compensation insurance program.

(Ord. No. 1009, § 2, 1-4-10)

Sec. 2-239. - Circumstances for civil action against inmates when medical bills paid by the county.

The county attorney is directed to pursue civil judgments against inmates whose medical bills have been paid by the county if the inmate has: (i) misrepresented the cause of illness or injury and the cause is later determined to be the fault of the inmate; or (ii) failed to cooperate with or misrepresented the availability of third party medical insurance coverage; or (iii) failed to follow medical advice; or (iv) refused medical treatment from the facility medical staff. The county attorney is directed to pursue civil judgments against inmates whose medical bills have been paid by the county if the inmate's injury or illness is the result of self-injury, a wrongful act, or a violation of facility rules.

(Ord. No. 1009, § 2, 1-4-10)

Sec. 2-240. - Reserved.

Agenda Item Summary

Ordinance #: 2017 - 1450

Contact Person: Veronica Thompson / Nicholas Miller

Department: Procurement

Date Requested to be on Council Agenda: May 22, 2017

Issue for Consideration:

1. Whether or not it is appropriate for Council to consider an amendment to the Lancaster Code of Ordinances (specifically, the Procurement Code) that addresses an upgrade to the procurement officer and the duties and responsibilities of that individual?
2. Whether or not it is appropriate for Council to consider an amendment to the Lancaster County Code of Ordinances (specifically, the Procurement Code) that address a refinement of the County's obligation to promote and provide procurement opportunities for businesses owned by both minorities and women?

Points to Consider:

1. As Lancaster County becomes a more thriving, growing county, the need for having a more matured and professional procurement effort has become obvious. Through the recent hiring of a ten-year skilled procurement specialist and the ongoing able assistance of a qualified staff, procurement will be transformed from an entity within the Finance Department into its own separate operation. The leader responsible for oversight and management will be designated as the Procurement Director and the duties and responsibilities of the Director will be expanded.
2. While Lancaster County fully supports minority/women participation in county procurement bids, etc., as evidenced by the present language in Section 2-287 of the Procurement Code, county officials have been advised and have come to realize that an expansion of that wording containing more specificity is important, not only for purposes of governmental funding/grants, but also to insure full, equal access to all qualified persons having an interest in participation in the county's procurement process.

Council Options: Approve or reject the ordinance and the related Procurement Code amendments. .

Recommendation: The Administration Committee and the County Administrator have recommended approval of the ordinance.

AN ORDINANCE

TO AMEND PORTIONS OF ARTICLE VI (LANCASTER COUNTY PROCUREMENT CODE) OF THE LANCASTER COUNTY CODE OF ORDINANCES SO AS TO MAKE VARIOUS CHANGES TO THE WORDING AND TERMS CONTAINED IN SECTION 2-256, TO DELETE IN ITS ENTIRETY THE WORDING NOTED IN SECTION 2-287 AND TO SUBSTITUTE AND REPLACE THEREFORE THE NEW PROVISIONS OF SECTION 2-287 AS DETAILED HEREIN.

WHEREAS, on December 13, 2010, through the passage of Ordinance No. 1076, Lancaster County did adopt the Lancaster County Procurement Code; and

WHEREAS, the County Administrator has recommended to both the Administration Committee and to the Council itself several amendments to Section 2-256 of the Procurement Code so as to more closely define the duties and responsibilities of the procurement officer; and

WHEREAS, the County Administrator has recommended to both the Administration Committee and to the Council itself a substantial rewording of Section 2-287 of the procurement Code so as to insure compliance with both federal and state requirements regarding minority and women-owned business enterprises; and

WHEREAS, Council finds the recommended amendments to be necessary and appropriate;

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

- A. Section 2-256 of the Lancaster County Procurement Code is amended to the following extent:

DIVISION 2. - PROCUREMENT OFFICER

Sec. 2-256. - ~~Procurement officer.~~ **Procurement Director**

- (a) There is created the position of ~~procurement officer~~ **Procurement Director** who shall be the ~~county's principal contact~~ **Chief Procurement Officer** for procurement and contract services. The ~~procurement officer~~ **Procurement Director** shall be under the supervision of the finance director and the county administrator ~~report to the Financial Management Division Director.~~

- (b) The ~~procurement officer~~ **Procurement Director** shall not incur any obligation on behalf of the county if sufficient funds have not been appropriated by the county council.
- (c) Responsibilities of the ~~procurement officer~~ **Procurement Director** include, but are not limited to:
- (1) ~~Procuring supplies, materials, equipment and services needed by county government and its officials~~ **Direct the day-to-day operations of the Procurement Department, including the supervision of staff and the review of their work;**
 - (2) **Ensures compliance with applicable policies, laws, and regulations;**
 - (3) **Administers and maintains procurement card program for the County;**
 - (4) **Establishes standard contract clauses for use in contracts, solicitations, and purchase orders;**
 - (5) **Conducts contract negotiations and contract administration;**
 - (6) **Attends staff, committee, and Council meetings as needed;**
 - ~~(7)(2)~~ **Coordinates** the disposal of all surplus property and equipment;
 - ~~(8) (3)~~ **Assists** grant recipients in ensuring proper procurement procedures are followed;
 - ~~(9)(4)~~ **Maintains** a complete record of all purchasing transactions;
 - ~~(10)(5)~~ **Conducts** pre-bid conferences and bid openings;
 - ~~(11)(6)~~ **Handles** bid advertisements, logging bids, mailing and posting notice of awards and rejection notices;
 - ~~(12)(7)~~ Properly **maintains** records of all bid information;
 - ~~(13)(8)~~ **Establishes** and **updates** a bidders list;
 - ~~(14)(9)~~ **Assists** county government entities with writing bid specifications;
 - ~~(15)(10)~~ **Develops, reviews, and updates** procurement and contract procedures to ensure effective and efficient operations;
 - ~~(16)(11)~~ **Receives** and **responds** to inquiries from county government entities and vendors regarding procurement procedures; and
 - ~~(17)(12)~~ Providing instruction and guidance to county government entities and officials.
- (d) The **Procurement Director** ~~procurement officer, subject to approval by the finance director,~~ is authorized to develop, prepare and publish rules, regulations, manuals, guidelines, interpretations and other directives to aid in the implementation and use of the Lancaster County Procurement Code.

B. Section 2-287 of the Lancaster County Procurement Code in its present form is deleted and substituted therefor is the following:

Sec. 2-287. Participation in procurements. Minority and Women-Owned Business Enterprises.

1. Non-Discrimination.

- a. It is a continuing public policy of the County to achieve the full and equitable participation of businesses owned by minorities and women in Lancaster County's procurement process as both prime contractors and subcontractors.

- b. The County is committed to a policy of preventing and reducing discrimination in the award of or participation in County contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, ethnicity, or sex.

2. Definitions.

- a. Certified means the business or business owner must be able to show evidence of:
 - i. Existence as a “for profit” business;
 - ii. Operations for at least one (1) year;
 - iii. US citizenship or legal resident alien status; and, either:
 - 1. Be determined as an eligible MBE/WBE in accordance with this subchapter, subject to subsection 2(c) and 2(e); or
 - 2. The business holds current registration of MBE/WBE status with a reciprocal agency deemed acceptable to the County.
- b. Certified Firm means a firm that has been accepted by Lancaster County as Certified.
- c. Minority Business Enterprise (MBE) means a business:
 - i. Which is at least fifty-one (51) percent owned by one (1) or more Minority Individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such Minority Individuals;
 - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more Minority Individuals;
 - iii. Which performs a commercially useful function; and
 - iv. Which is a Certified Firm.
- d. Minority Individual means a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:
 - i. African-Americans/Black;
 - ii. Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
 - iii. Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
 - iv. Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian Subcontinent;
 - v. Arab-Americans.

- e. Woman-Owned Business Enterprise (WBE) means a business:
 - i. Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;
 - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
 - iii. Which performs a commercially useful function; and
 - iv. Which is a Certified Firm.

3. Non-Discriminatory Efforts.

- a. In furtherance of the County's non-discrimination process, Lancaster County Procurement shall:
 - i. Compose and maintain a list of minority and women-owned vendors eligible to contract with the County;
 - ii. Seek and locate MBE/WBE's to be involved in the procurement process of County goods and services;
 - iii. Ensure no barriers in procurement procedures that will prohibit full participation of MBE/WBE's from doing business within the County;
 - iv. Maintain regular reporting of such activities to be available to all County management.

4. MBE/WBE Utilization.

- a. Lancaster County wishes to ensure that all duly certified Minority Business Enterprises ("MBE"), and Woman-Owned Business Enterprises ("WBE") are afforded the opportunity to fully participate in the procurement process. In addition to any requirements set forth in state or federal mandates, the County Administrator or Procurement Officer may include qualified MBE's and WBE's on solicitation lists.

Section 2. Severability

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon passage of 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: | May 22, 2017 | |
| Second Reading: | June 12, 2017 | (Tentative) |
| Third Reading: | June 26, 2017 | (Tentative) |

Agenda Item Summary

Ordinance # / Resolution#: N/A
Contact Person / Sponsor: Sherrie Simpson
Department: Administration
Date Requested to be on Agenda: May 22, 2017

Issue for Consideration:

Board and Commission appointments.

Points to Consider:

Linda Bell for Historical Commission for District 3 – 1st Term
Charles Deese for Planning Commission for District 3 - 2nd Term
Harvey Carnes for Board of Zoning Appeals for District 3 – 2nd Term
Ed Lee for Airport Commission for District 3 – 3rd Term (need 2/3 majority vote of Council)
Odell Parker for Community Relations Board for District 3 – 4th Term (need 2/3 majority vote of Council)
Hal Crenshaw for Assessment Appeals Board for District 3 – 2nd Term

Funding and Liability Factors:

N/A

Council Options:

Make appointments as requested or deny appointments.

Recommendation:

Appoint the above listed board and commission members.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Linda Bell County Council District _____

Mailing Address PO Box 1702 City/Zip Lancaster 29721

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) - (other) _____

Email: lbellr

Occupation Retired Teacher Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice Historical Commission 2nd choice _____

3rd choice -

Reason for interest I am currently serving on this
commission. My term has expired and I
would like to continue to serve.

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

Do you presently serve any State, County or Municipal Boards? _____ If yes, list _____

Have you ever served on a county board? _____ If yes, list _____

Additional pertinent information

Applicant's signature Linda Bell Date 4-29-17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name CHARLES K. DEESE County Council District 3
Mailing Address 414 S. POTTER RD. City/Zip LANCASTER SC 29720
Street Address 414 S. POTTER RD. Registered Voter yes ☒ no ☐
Tel. Number (home) _____ (work) _____ (other) _____
Email: ckhammer1@yahoo.com
Occupation Retired Place of employment _____
Address _____ Normal working hours _____
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Planning Comm. 2nd choice Board of Zoning Appeals
3rd choice Airport Comm.

Reason for interest CURRENTLY SERVING ON PLANNING COMM.
(CHAIRMAN) REPRESENTING DIST. #3

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

Prior member of Planning Comm.
High School Education
Prior Residential Const. Manager

Do you presently serve any State, County or Municipal Boards? Yes If yes, list Planning Comm.

Have you ever served on a county board? Yes If yes, list Planning Comm.

Additional pertinent information Member - WDO Advisory Comm.
Member - LC Sheriffs - Advisory Council

Applicant's signature Charles K. Deese Date 5-3-17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Harvey A. Carns County Council District 3

Mailing Address 4177 Pageland Hwy City/Zip Lancaster, S.C. 29720

Street Address _____ Registered Voter yes ✓ no _____

Tel. Number (home) _____ (work) _____ (other) _____

Email: HACP @ Comporium.NET

Occupation retired Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice BZA 2nd choice _____

3rd choice _____

Reason for interest

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

Do you presently serve any State, County or Municipal Boards? _____ If yes, list _____

Have you ever served on a county board? _____ If yes, list _____

Additional pertinent information

Applicant's signature Harvey A. Carns Date 5-8-17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Ed Lee County Council District 3

Mailing Address 2945 AERO LANE City/Zip LANCASTER 29726

Street Address SAME Registered Voter yes X no

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

Email: EDCLEE@COMPORIUM.NET

Occupation RETIRED Place of employment

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

Name of Board or Commission in which you are interested

1st choice AIRPORT COMMISSH 2nd choice

3rd choice

Reason for interest EXTENSION

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

Do you presently serve any State, County or Municipal Boards? YES If yes, list AIRPORT COMMISSH

Have you ever served on a county board? If yes, list

Additional pertinent information

Applicant's signature Edward Lee Date 5/8/17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Odell Parker County Council District 3
Mailing Address 1731 N. Rocky River Rd. City/Zip Lancaster, SC 29720
Street Address _____ Registered Voter yes _____ no _____
Tel. Number (home) _____ (work) _____ (other) _____
Email: _____
Occupation _____ Place of employment _____
Address _____ Normal working hours _____
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)
Name of Board or Commission in which you are interested
1st choice Community Relations Board 2nd choice _____
3rd choice _____
Reason for interest _____

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

Do you presently serve any State, County or Municipal Boards? _____ If yes, list _____

Have you ever served on a county board? ☒ If yes, list Community Relations Board

Additional pertinent information Current chairman of Community Relations Board

* per phone conversation with Odell Parker on 5-10-2017, his
Applicant's signature Current information has not changed.

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

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Hal Crenshaw County Council District 3
Mailing Address P.O. Box 947 City/Zip Lancaster, SC
Street Address _____ Registered Voter yes ☒ no ☐
Tel. Number (home) _____ (work) _____ (other) _____
Email: hal.crenshaw@crenshawoil.com
Occupation Self-employed Place of employment Crenshaw Oil Company
Address _____ Normal working hours 8-5
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)
Name of Board or Commission in which you are interested
1st choice Assessment Appeals Board 2nd choice _____
3rd choice _____
Reason for interest _____

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

I am not your average bear.

Do you presently serve any State, County or Municipal Boards? ☒ If yes, list Assessment Appeals

Have you ever served on a county board? ☒ If yes, list _____

Additional pertinent information

Applicant's signature Hal Crenshaw Date 5-10-17
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

Agenda Item Summary

| | |
|---------------------------------|--------------------------|
| Ordinance # / Resolution#: | Information Item |
| Contact Person / Sponsor: | Jeff Catoe |
| Department: | Public Services Director |
| Date Requested to be on Agenda: | May 22, 2017 |

Issue for Consideration:

Award of DHEC grants for 2017.

Points to Consider:

These are 100% grants so no Council action is needed.

We do like to make sure that Council is aware of these grants so we are presenting them as information.

Funding and Liability Factors:

Solid Waste Recycling grant - \$10,000

Solid Waste Used Oil Grant - \$10,000

Solid Waste Tire Grant - \$50,108.84

Council Options:

N/A – information only

Staff Recommendation:

We are proceeding with the grants.

Committee Recommendation:

I&R has been briefed but no action was needed.



May 1, 2017

Steve Willis
Lancaster County
PO Box 1809
Lancaster, SC 29721

Dear Mr. Willis:

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lancaster County has been awarded a FY2018 Solid Waste Grant. Enclosed please find the original grant agreement. This must be signed and returned to our Office within ten days.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White, DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803-898-1364 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Tina Lindler

cc: Jeff Catoe



SOLID WASTE MANAGEMENT GRANT AGREEMENT

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

| | |
|----------------------------|---|
| Grantee: | Lancaster County PO Box 1809 Lancaster, SC 29721- |
| Grant Number: | 29SW18 |
| Grant Execution Date: | Date of the final signature on this grant agreement. |
| Grant Ending Date: | June 30, 2018 |
| Grant Amount: | General Recycling Category: \$10,000.00 |
| Authorized Representative: | Steve Willis |
| Phone Number: | (803) 416-9300 |
| FAX Number: | (803) 285-3361 |
| Contact Person: | Jeff Catoe |
| | PO Box 1809 |
| | Lancaster, SC 29721- |
| Phone Number: | (803) 416-9692 |
| FAX Number: | (803) 285-3835 |
| Financial Officer: | Veronica Thompson |
| | PO Box 1809 |
| | Lancaster, SC 29721- |
| Phone Number: | (803) 416-9301 |
| FAX Number: | (803) 416-9418 |



May 1, 2017

Steve Willis
Lancaster County
PO Box 1809
Lancaster, SC 29721

Dear Mr. Willis,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lancaster County has been awarded a FY2018 Used Oil Grant. Enclosed please find the original grant agreement. Please note that due to budget constraints, other direct costs were not funded, and public education awards were reduced.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver

cc: Jeff Catoe
Veronica Thompson



**USED OIL RECYCLING GRANT AGREEMENT
GRANT AGREEMENT**

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

| | |
|-----------------------------------|---|
| Grantee: | Lancaster County PO Box 1809 Lancaster, SC 29721 |
| Grant Number: | 29WO18 |
| Grant Execution Date: | Date of the final signature on this grant agreement. |
| Grant Ending Date: | June 30, 2018 |
| Grant Amount: | \$10,000.00 |
| Authorized Representative: | Steve Willis |
| Phone Number: | (803) 416-9300 |
| FAX Number: | (803) 285-3361 |
| Contact Person: | Jeff Catoe PO Box 1809 Lancaster, SC 29721 |
| Phone Number: | (803) 416-9692 |
| FAX Number: | (803) 285-3835 |
| Financial Officer: | Veronica Thompson PO Box 1809 Lancaster, SC 29721 |
| Phone Number: | (803) 416-9301 |
| FAX Number: | (803) 416-9418 |



May 1, 2017

Steve Willis
Lancaster County
PO Box 1809
Lancaster, SC 29721

Dear Mr. Willis,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Lancaster County has been awarded a FY2018 Waste Tire Grant. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than October 1, 2017.**

To accept the offer of this award, please sign the original grant agreement and return the original to our office. You may not begin work under the terms of your grant until the office is in possession of the signed original grant agreement. The office will send you a notification when we receive the signed agreement.

Please send your signed original grant agreement to Jana White; DHEC Office of Solid Waste Reduction and Recycling; 2600 Bull St.; Columbia, SC 29201.

Congratulations on your award. Please call me at 803/898-1354 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

Stefanie Vandiver

cc: Jeff Catoe
Veronica Thompson



**WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING
GRANT AGREEMENT**

Section 44-96-170, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:

Lancaster County
PO Box 1809
Lancaster, SC 29721

Grant Number:

29WT18

Grant Execution Date:

Date of the final signature on this grant agreement.

Grant Ending Date:

June 30, 2018

Grant Amount:

\$50,108.84

Authorized Representative:

Phone Number:

FAX Number:

Steve Willis
(803) 416-9300
(803) 285-3361

Contact Person:

Phone Number:

FAX Number:

Jeff Catoe
PO Box 1809
Lancaster, SC 29721
(803) 416-9692
(803) 285-3835

Financial Officer:

Phone Number:

FAX Number:

Veronica Thompson
PO Box 1809
Lancaster, SC 29721
(803) 416-9301
(803) 416-9418

Council Meeting May 22, 2017 Agenda Item "Ordinance 2015-1327"

TO: Lancaster County Council

FROM: Jack Estridge, Councilmember, District 6

DATE: May 22, 2017

SUBJECT: Lancaster County Ordinance #2015-1327

Issue for consideration: Since we have been told by Mr. Deloache, SCAC Legal Assistance Team senior counsel, that South Carolina law prohibits the alteration of a recorded ordinance by Resolution. And Mr. Weaver has said, regarding this matter, that it should have been done via ordinance verses resolution. Does Lancaster County have a valid ordinance that "Defines the selection, status, and duties of the attorney responsible for the Counties Legal Issues?" (see attached history document which is the recommendation and action taken on August 24, 2015)

Action to be taken: Honoring our oath to follow and uphold the laws of South Carolina this Council needs to take the proper and lawful legislative action to correctly record this ordinance before someone tests its validity in the courts!

Hopefully we can work together to solve this problem.

Jack Estridge

Lancaster County Council Regular Meeting Agenda

Monday, August 24, 2015

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Charlene McGriff**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations:**
 - a. Recognition of Mr. Bill Ardrey – induction into the Southeast National Association of Conservation District's Hall of Fame – Bob Bundy
 - b. Recognition of Penelope Karagounis and Hal Hiott for submitting the Barriett Lawrimore Award Competition at the South Carolina Association of Counties - Bob Bundy
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**
 - a. **Minutes of the following meetings:**
 1. July 27, 2015 regular meeting – pgs. 6-13
 2. August 2, 2015 workshop – pgs. 14-18
 3. August 10, 2015 regular meeting – pgs. 19-23
 - b. **2nd Reading of Ordinance 2015-1364 rezoning property of Gary C. Sowell**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Gary C. Sowell and the Town of Kershaw represented by Sandhill's Medical Foundation, located 100 feet Northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3 General commercial District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 5-0. Council approved by a vote of 7-0 at the August 10, 2015 meeting. Penelope Karagounis – pgs. 24-25*
 - c. **Resolution 0885-R2015:** A Resolution to acknowledge a recording error of Ordinance 2015-1327. *John Weaver – pgs. 26-32*

Agenda Item Summary

Ordinance # / Resolution#: 0885-R2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: August 24, 2015

Committee: N/A

Issue for Consideration: A recording error was made on Ordinance 2015-1327 when the 1st reading version was recorded rather than the 3rd Reading amended version.

Points to Consider: The Council's approval through the passage of this Resolution is need so as to correct the recording error and to record the proper 3rd Reading version.

Funding and Liability Factors: N/A

Council Options: Pass the Resolution to authorize the recording of the proper version or reject the Resolution and allow the incorrect version of Ordinance 2015-1327 to remain of record.

Recommendation: Approve Resolution

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

RESOLUTION NO. 0885 -R2015

A RESOLUTION

TO ACKNOWLEDGE A RECORDING ERROR AND TO CORRECT THE MISTAKE SO AS TO AUTHORIZE AND APPROVE THE RECORDING OF THE CORRECT VERSION OF ORDINANCE NO. 2015-1327.

WHEREAS, on February 11, 2015, following 3rd Reading passage of Ordinance No. 2015-1327, the legislation was recorded in the office of the Lancaster County Clerk of Court (Exhibit A); and

WHEREAS, it has been made known to the Council that the version recorded, in fact, was the 1st Reading version rather than the final 3rd Reading version; and

WHEREAS, on January 12, 2015, during discussion by Council of the Ordinance, a motion was made to add an additional provision to the ordinance, that motion receiving a second and passed by Council (Exhibit B); and

WHEREAS, at 3rd Reading on February 9, 2015, Council reviewed and passed the version that included the provision added by the earlier motion (Exhibit C).

THEREFORE, BE IT RESOLVED, Council reaffirms its support for the complete 3rd Reading version of Ordinance No. 2015-1327 and approves the Clerk's recording of the correct legislative version.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

Exhibit A

FILED
OFFICE OF CLERK
2015 FEB 11 AM 11:11
CLERK OF COURT
LANCASTER CO. SC

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1327

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE SELECTION, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney upon the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall select a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county. He has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development issues; attendance at conferences and meetings; legal opinions; legal research; drafting ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. He provides legal consultation with County departments, Elected Officials, and certain Boards and Commissions. He provides labor

and employment advice on human resource issues. He is involved professionally with the SC Bar, Lancaster County Bar and the South Carolina Association of Counties.

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

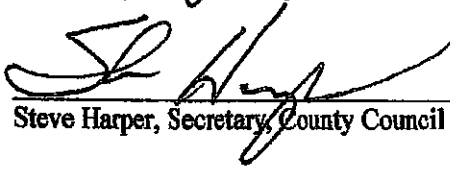
No county agency, commission, board, department, committee, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the County Administrator.

And it is so ordained, this 9th day of February, 2015.

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15

Second Reading: 1-26-15

Third Reading: 2-9-15

Approved as to form:



County Attorney

Exhibit B

Low Density Residential/Agr. Residential/Manufactured
Housing/Agricultural District; and to provide for other matters related thereto.

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

1st Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names

Ordinance Title: An Ordinance to amend Section 2-266 of the Lancaster County Code of Ordinances related to procurement process exemptions so as to add use of Brand Name or Equal purchase descriptions; and to provide for other matters related thereto.

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

1st Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney

Ordinance Title: An Ordinance to amend Lancaster County Ordinance Number 851 adopted September 24, 2007 so as to define the selection, status and duties of the attorney responsible for the County's legal issues.

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

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

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

1st Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance.

Andy Rowe reported to Council that the Planning Commission voted to approve the text amendment with the following condition: The Zoning Administrator is authorized to order the removal of the structure at the termination of the dependent care with a period of up to 90 days.

Larry Honeycutt made a MOTION to approve 1st Reading of Ordinance 2015-1328 as recommended by the Planning Commission with the condition that the Zoning Administrator is

Exhibit C

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1327

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney to the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall appoint a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county and has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The Office of the County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; Prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting

ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions. Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

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

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

Section 2-105 – Other legal representation.

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

And it is so ordained, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15
Second Reading: 1-26-15
Third Reading: 2-9-15

Approved as to form:

County Attorney



May 4, 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 apprised of developments affecting Charter Communications subscribers in your area.

Effective on or after May 9th, BBC America, IFC, Sundance & We TV will be added to the Spectrum Select Tier. In addition, where applicable, these channels will continue to be available on their current higher tiers or legacy equivalents.

Effective May 17th Blue Highways TV will stop operations and will no longer be available on our network.

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", with a stylized flourish at the end.

Michael E. Tanck
Director of Government Affairs
Charter Communications

MEETINGS & FUNCTIONS – 2017

| DAY/DATE | TIME | FUNCTION/LOCATION |
|--------------------------------|-----------|---|
| Monday, May 22 nd | 6:00 p.m. | Council Meeting Council Chambers, Administration Building |
| Monday, June 12 th | 6:00 p.m. | Council Meeting Council Chambers, Administration Building |
| Tuesday, June 13 th | 3:00 p.m. | Infrastructure and Regulation Committee (I&R) Council Conference Room, Administration Building |
| Tuesday, June 13 th | 5:00 p.m. | Public Safety Committee Council Conference Room, Administration Building |
| Tuesday, June 13 th | 5:00 p.m. | Administration Committee Council Chambers, Administration Building |
| Monday, June 26 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 Tuesday)
 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