

Lancaster County Council Regular Meeting Agenda

Monday, February 23, 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. Presentation of the Lancaster Soil and Water Conservation District – Amanda Roberts, District Manager
 - b. Thumbs Up 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. **Chairman Comments – Chairman Bob Bundy**
8. **Consent Agenda**
 - a. **3rd Reading of Ordinance 2015-1330 rezoning of property by application of James E. Merrifield located near the intersection of US Hwy. 521 and SC Highway 160**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Margaret Dell M. Orr, Mary C. McGinn, William C. McGinn, III, Carol J. McGinn, Jane Roberts, and John C. McGinn, represented by James E. Merrifield. Property is located 1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 from R30P, low density residential/agricultural Panhandle District and R-15P, moderate density residential / agricultural panhandle district to B-3, general commercial district; and to provide for other matters thereto. *Council approved 7-0 at the February , 2015 meeting. Penelope Karagounis – pgs.6-7*
 - b. **3rd Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pockket**

Ordinance Title: An Ordinance to amend Article II, Section (A) of the conveyance agreement as adopted in Ordinance by Ordinance 1188 on December 12, 2012 so as to grant additional

time; and to provide for other matters related thereto. *Council approved 7-0 at the February 9, 2015 meeting. Steve Willis and Keith Tunnell—pgs. 8-10*

c. **2nd Reading of Ordinance 2015-1341 rezoning property of Marvin R. Harper, 1495 Kershaw Camden Highway**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Marvin R. Harper, located at 1495 Kershaw Camden Highway from R-30, Low Density Residential/Agricultural District to R-30S Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission approved 7-0. Council approved 7-0 at the February 9, 2015 meeting. Penelope Karagounis – pgs.11-12*

9. **Resolution 0867-R2015** –Community Development Block Grant (CDBG) for Grace Avenue/Erwin Farm Area. *Grazier Rhea – pgs. 13-16*

10. **Needs Assessment information and Public Hearing to solicit public input on community needs and priorities for housing, public facilities and economic development.** *Grazier Rhea – pgs. 17-32*

11. **Non-Consent Agenda**

Ordinance Readings

a. **Public Hearing and 3rd reading of Ordinance 2015-1334 regarding an easement to Lancaster County Water and Sewer District for the sewer line to serve Keer.**

Ordinance Title: An Ordinance to approve a Right of Way Agreement between Lancaster County and the Lancaster County Water and Sewer District, providing an easement to the Lancaster County Water and Sewer District to be located along Old Bailes Road; and to authorize county officials to take such actions as necessary to effectuate the proposes of this ordinance. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis – pgs.33-44*

b. **Public Hearing and 3rd Reading of Ordinance 2015-1335 regarding the Capital Project Sales Tax Bonds**

Ordinance Title: An Ordinance Authorizing the issuance and sale of general obligation bonds, series 2015a or such other appropriate series designation, of Lancaster county, South Carolina, in the principal amount of not exceeding \$16,500,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto; and adopting written procedures related to tax-exempt debt and written procedures related to continuing disclosure. *Council approved 7-0 at the February 9, 2015 meeting. John Weaver – pgs.45-75*

c. **Public Hearing and 3rd Reading of Ordinance 2015-1336 regarding the Pleasant Valley Fire Protection District Bond**

Ordinance Title: An Ordinance authorizing the issuance and

sale of general obligation refunding bonds (pleasant valley fire protection district), series 2015b or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$2,150,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto. *Council approved 7-0 at the February 9, 2015 meeting. John Weaver – pgs.76-100*

d. Public Hearing and 3rd Reading of Ordinance 2015-1337 regarding the refinance of bonds that were issued in 2010 for the costs associated with the Sheriff/Coroner building and the Air-Rail Park

Ordinance Title: An ordinance authorizing the issuance and sale of general obligation refunding bonds, series 2015c or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$7,250,000; fixing the form and details of the bonds; authorizing the county administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto. *Council approved 7-0 at the February 9, 2015 meeting. John Weaver – pgs. 101-125*

e. Public Hearing and 3rd Reading of Ordinance 2015-1331 regarding Council Standing Committees

Ordinance Title: An Ordinance to amend the Lancaster County Code of Ordinances, Article II, Division 2 so as to add the necessary provisions for the creation, implementation and organizational structure for Lancaster County Council Standing Committees. *Council approved 7-0 at the February 9, 2015 meeting. John Weaver – pgs.126-132*

f. 2nd Reading of Ordinance 2015-1322 Amendments to the Library System Code

Ordinance Title: An Ordinance to amend Chapter 18 of the Lancaster County Code, relating to the Library System, so as to delete archaic and duplicative language; and to provide for other matters related thereto. *Council approved 7-0 at the February 9, 2015 meeting. Steve Willis – pgs. 133-138*

g. 2nd Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special Exception uses, Section 4.1.17 Mini-Warehouses Subsection 6, of the Lancaster County Unified Development Ordinance. *Planning Commission approved 7-0. Council approved 7-0 at the February 9, 2015 meeting. Penelope Karagounis - pgs. 139-141*

h. 2nd Reading of Ordinance 2015-1340 Lease of 3758 Charlotte Highway, Lancaster

Ordinance Title: An Ordinance to approve and authorize a 5 year lease with United Global Solutions Incorporated for a 5.578 parcel of land owned by Lancaster County located at 3758 Charlotte Highway,

i. 2nd Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names

Ordinance Title: An Ordinance to amend the Lancaster County Procurement Code, as adopted by Council on December 13, 2010, through the passage of ordinance no. 1076 so as to add to section 2-295 an addition exemption to the procurement procedures. – *John Weaver, Byant Cook, Brandon Elliott and Jeff Catoe - pgs. 152-166*

j. 1st Reading of Ordinance 2015-1342 suspension of Sunday Blue Laws

Ordinance Title: An Ordinance to amend Ordinance No. 1163 relating to the suspension of Sunday work prohibitions so as to extend the period of suspension. *John Weaver – pgs. 167-173*

k. 1st Reading of Ordinance 2015-1343 Lancaster County Airport lease to Miller Aviation, LLC

Ordinance Title: An Ordinance to approve the lease of certain land at the Lancaster County Airport to Miller Aviation, LLC; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *John Weaver – pgs. 174-188*

Discussion and Action Items

- l.** Hope Lease – *Steve Willis and Bekah Clawson – pgs. 189-201*
- m.** Unified Development Ordinance rewrite information – *Kara Drane – pgs. 202-212*
- n.** Grants for the Sheriff’s Office for 2015-2016 Fiscal Year – *Steve Willis and Sheriff Faile – pgs. 213-284*
- o.** Non Budgeted Item:
 - 1. Local funding for vehicles for Lancaster Area Ride Service (LARS) – *Steve Willis and Sally Sherrin – pg 285-290*
- p.** Sub-recipient agreement for Midway Project – *Steve Willis – pgs. 291-310*
- q.** Appointment of Paul O. Shoup to the Indian Land Fire Fee Board – *Debbie Hardin-pg. 311*
- r.** Pass Through Justice Assistance Grant (JAG) - *Bob Bundy and Randy Newman*
- s.** Monthly Finance Report – *Veronica Thompson – pgs. 312-325*
- t.** Recreation Facilities Bond – *Steve Willis and Larry Honeycutt – pgs. 326-327*
- u.** Review of present by-laws of and a general discussion of the Economic Development Corporation - *Charlene McGriff and Larry Honeycutt – pgs. 328-342*
- v.** Committee appointments - *Bob Bundy – pg. 343*
 - 1. Catawba Regional Council of Governments
 - 2. Economic Development Board
 - 3. Council Standing Committee Appointments

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

- a. Kershaw Town pool discussion item
- b. Leroy Springs Pool donation
- c. 2nd Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. – deferred until road issues are addressed.
- d. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

13. Miscellaneous Reports and Correspondence – pgs. 344-351

- a. Time Warner Cable
- b. Historic Jail Repairs

14. Calendar of Events – pg.352

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

16. Executive Session

- a. §30-4-70 (a)(2) proposed sale or purchase of property – John Weaver

17. Adjournment

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

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

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1330

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY MARGARET DELL M. ORR, MARY C. MCGINN, WILLIAM C. MCGINN III, CAROL J. MCGINN, JANE ROBERTS, AND JOHN C. MCGINN, REPRESENTED BY JAMES E. MERRIFIELD. PROPERTY IS LOCATED ± 1,150 FEET SOUTH OF THE INTERSECTION OF US HIGHWAY 521 AND SC HIGHWAY 160 ALONG THE EASTERN EDGE OF US HIGHWAY 521 FROM R-30P, LOW DENSITY RESIDENTIAL /AGRICULTURAL PANHANDLE DISTRICT AND R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) James E. Merrifield applied to rezone property located ±1,150 feet south of the intersection of US Highway 521 and SC Highway 160 along the eastern edge of US Highway 521 from R-30P, Low Density Residential/Agricultural Panhandle District and R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial District.

(b) On December 16, 2014, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30P, Low Density Residential/Agricultural Panhandle District and R-15P, Moderate Density Residential/Agricultural Panhandle District to B-3, General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0008-00-015.00, 0008-00-015.01, 0008-00-015.02, 0008-00-15.03.

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 23rd 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: 1-26-15	Passed 7-0
Second Reading: 2-9-15	Passed 7-0
Third Reading: 2-23-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1333

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~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ARTICLE II, SECTION (A) OF THE CONVEYANCE AGREEMENT AS ADOPTED IN ORDINANCE BY ORDINANCE 1188 ON DECEMBER 12, 2012 SO AS TO GRANT ADDITIONAL TIME; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Incentive and Conveyance of Property Agreement.

Section (a) of Article II of the Incentive and Property Conveyance Agreement, as adopted by Ordinance No. 1188, is further amended to read:

The Company agrees as follows:

- a) The Company will acquire the Property from the County for a consideration of \$100.00 subject to the terms of this Agreement, including Article IV hereof. In return for acquiring the Property for nominal consideration, the Company commits to complete the construction of the Facility on the Property within ~~eighteen (18)~~ twenty one (21) months of the conveyance of the Property to the Company.

As used in this Article II(a), "completion of construction" and "complete the construction" and similar phrases means the issuance of a certificate of occupancy for the Facility.

Company agrees that the County has the right to reserve in the deed in which the County conveys title to the Property to the Company a repurchase option (the "Repurchase Option") in which

County has the right (subject to the payment provisions below), but not the obligation, to cause the Company to reconvey the Property to the County for the consideration of \$100.00 if the Company fails to initiate construction of the building on the Property within six (6) months from the date of conveyance to the Company. As used in this Agreement, "initiate construction of the building" means pouring the concrete footings for the building. After initiation of construction of a building, if the building is not completed within ~~eighteen (18)~~ twenty one (21) months from the date of conveyance to the Company, the Company must pay the County the sum of \$274,000 as reimbursement for the Property within ninety (90) days from the end of the date on which the Company's obligation to complete should have been met. At any time after the Company has complied with the building requirements described in this Article II(a), the County agrees to execute, within fifteen (15) business days after requested by the Company, a recordable document acknowledging termination of the Repurchase Option.

The County's right to receive payment as provided in this Article II(a) shall be secured by a mortgage on the Property given by the Company to the County. The County agrees that the mortgage will be subordinated to any other mortgage that may be required by a lender financing the construction of the building on the Property at the closing of the construction loan from such lender and upon receipt by the County of an executed construction contract providing for the construction of the Facility. The County's mortgage shall be released upon payment of the amount provided in Article II(a) or completion of construction of the Facility within ~~eighteen (18)~~ twenty one (21) months from the date of conveyance to the Company. Company agrees that, other than the mortgage given by the Company to the County, until the Company closes on a construction loan for the Facility on the Property, no other mortgage on the Property may be given by the Company.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 23rd 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:	January 26, 2015	Passed 7-0
Second Reading:	February 9, 2015	Passed 7-0
Third Reading:	February 23, 2015	(TENTATIVE)

Approved as to form:

John Weaver, County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1341

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF MARVIN R. HARPER, LOCATED AT 1495 KERSHAW CAMDEN HIGHWAY FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30S, LOW DENSITY RESIDENTIAL/ MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Marvin R. Harper applied to rezone property located at 1495 Kershaw-Camden Highway from R-30, Low Density Residential/Agricultural District, to R-30S , Low Density Residential/Manufactured Housing/Agricultural District.

(b) On January 20th , 2015, 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 R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0081N-0A-021.00.

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 9th day of March, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	February 9 th	Passed 7-0
Second Reading:	February 23 rd	TENTATIVE
Third Reading:	March 9 th	TENTATIVE

Approved as to form:

County Attorney

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Lancaster County Council Agenda Item Summary

Date of Request: February 11, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Submission of a Community Development Block Grant for the Grace Avenue/ Erwin Farm area.

Points to Consider:

This grant would be for sewer line rehabilitation in the Grace Avenue/ Erwin Farm area. The area is outside the City of Lancaster but served by the City of Lancaster for water and sewer.

The area is part of an EPA Consent order for sewer line improvements. The system is part of the old Springs Mills utility system.

The City of Lancaster will handle all of the work and pay the required grant match. We are applying for the grant as the area is outside the city limits.

Funding and Liability Factors:

N/A

Options:

Approve or reject the application.

Recommendations:

Staff respectfully recommends approval of the Resolution to apply for the grant.

This area is in Councilman Larry Honeycutt's district and I would defer to him for comments.

Attachments: Resolution

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0867-R2015

A RESOLUTION

**AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT;
AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

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

Section 1. Community Development Block Grant.

The Council Chair, Secretary, Clerk to Council, County Administrator, County Attorney, Chief Financial Officer, and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution related to the submission of a Community Development Block Grant application for the purpose of sewer line rehabilitation in the Grace Avenue/ Erwin Farm area. This grant project will be in conjunction with the City of Lancaster, which owns and operates the sewer lines to be rehabilitated.

Section 2. Fund Balance Expenditures.

The City of Lancaster will provide the needed grant match. No county funding for this project match is authorized.

Section 3. Effective date.

This Resolution is effective upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so resolved, this 23rd day of February, 2015

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Date of Request: February 16, 2015

Contact Person / Sponsor: Steve Willis/ Grazier Rhea

Department: Admin/ Council of Governments

Issue under Consideration:

Public Hearing on Community Needs.

Points to Consider:

Grazier offers the following comments and attached revised listing:

I know that we talked about the renovation of a building for DSS, as well as had a discussion about applying for greenways under the new Special Projects Program. If you are thinking about applying for either of these, they need to be on the list (usually in the top 3 places). I have attached a revised list for 2015 that puts the upgrade of water and sewer services at the top. I thought we could put the neighborhood revitalization activities down lower, since Midway just got funded and you cannot apply for any more until that is completed.

Funding and Liability Factors:

N/A

Options:

Council may add, remove, or re-prioritize any item on the list.

Recommendations:

Absent Council desiring to add an item, I would recommend we follow the advice of Grazier Rhea.

Attachments: Data from COG

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 2-16-15 OH

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, February 23, 2015 at 6:30 p.m. in the Lancaster County Council Chambers, Lancaster County Administrative Building, 101 North Main Street, Lancaster SC, Lancaster County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Lancaster County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

This public hearing and the matters to be discussed are subject to the provisions of Lancaster County's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Lancaster County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizens Participation Plan is available for review in the office of the Lancaster County Administrator, from 8:30 a.m. to 5:00 p.m. Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizens Participation Plan may contact Steve Willis, County Administrator, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-416-9300).

Lancaster County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Stephen Yeargin, Building Official, Lancaster County, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-285-1969), has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. Assistance will be provided to accommodate the special needs of disabled persons, upon request. A 72-hour notice for assistance is requested.



MEMORANDUM

TO: Lancaster County Council

FROM: Catawba Regional Council of Governments

DATE: February 17, 2015

SUBJECT: Needs Assessment Process

In order to apply for Community Development Block Grant funds, Lancaster County must complete a Needs Assessment. A Needs Assessment Public Hearing will be held on Monday, February 23, 2015 at 6:30 p.m. during the regularly scheduled County Council meeting in the Council Chambers.

At this hearing, Catawba Regional Council of Governments staff will present the past identified community needs and receive comments concerning the current needs, especially as they relate to the low and moderate income persons in Lancaster County.

Attached is a list of prioritized needs from Lancaster County's 2014 Needs Assessment. This can be used as a guide to identify Lancaster County's community needs for 2015, which will be updated after the hearing on February 23, 2015.

Also attached is an overview of the proposed use of Community Development Block Grant funds for the 2015-2016 program year. The next funding round for the Community Development Block Grant program is April 13, 2015 and applications must be requested by March 13, 2015. The eligible program under this round is Community Infrastructure. Community Enrichment and Neighborhood Revitalization applications will be due September 14, 2015. Business Development and Ready to Go Public Facilities applications may be submitted at anytime during the year.

For additional information, please contact Grazier Rhea or Jason Vance, with Catawba Regional Council of Governments, at 803-327-9041.

LANCASTER COUNTY
PRIORITIZED COMMUNITY NEEDS
FEBRUARY 2014

Lancaster County held a Needs Assessment Public Hearing on Monday, February 10, 2014. As a result of the hearing the, community needs affecting low and moderate income persons in Lancaster County were identified. The following lists the top priority community needs of Lancaster County:

1. Neighborhood revitalization activities in low and moderate income areas, including the Midway area, Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
 - Clearance and clean-up
 - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
 - Housing rehabilitation
 - Activities to increase affordable housing
 - Job training and educational opportunities
 - Socioeconomic assistance
 - Franchised curbside solid waste collection in target areas
2. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
3. Upgrade and extension of water and sewer services for low and moderate income areas, including the Midway area, Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area.
4. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
5. Improve transportation between Lancaster's three municipalities, City of Lancaster, Town of Heath Springs, and Town of Kershaw, including highway (US 521) and rail (L&C Railway) modes of transportation.
6. Add turning lanes for the Andrew Jackson middle and high schools and the Buford elementary and middle schools.
7. Improve transportation between the City of Lancaster and Buford Community (SC 9 South).

8. Upgrade library facilities throughout Lancaster County to meet community needs and expand workforce training and development.
9. Locate social service agency and county agency facilities in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
10. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
11. Undertake activities to promote fair housing opportunities for all citizens.

LANCASTER COUNTY
PRIORITIZED COMMUNITY NEEDS
FEBRUARY 2015

Lancaster County held a Needs Assessment Public Hearing on Monday, February 23, 2015. As a result of the hearing the, community needs affecting low and moderate income persons in Lancaster County were identified. The following lists the top priority community needs of Lancaster County:

1. Upgrade and extension of water and sewer services for low and moderate income areas, including the Midway area, Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area.
2. Upgrade facilities for the Department of Social Services, Health Department and other public agencies serving low and moderate income persons.
3. Development of greenways and trails.
4. Neighborhood revitalization activities in low and moderate income areas, including the Midway area, Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
 - Clearance and clean-up
 - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
 - Housing rehabilitation
 - Activities to increase affordable housing
 - Job training and educational opportunities
 - Socioeconomic assistance
 - Franchised curbside solid waste collection in target areas
5. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
6. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
7. Improve transportation between Lancaster's three municipalities, City of Lancaster, Town of Heath Springs, and Town of Kershaw, including highway (US 521) and rail (L&C Railway) modes of transportation.
8. Add turning lanes for the Andrew Jackson middle and high schools and the Buford elementary and middle schools.

9. Improve transportation between the City of Lancaster and Buford Community (SC 9 South).
10. Upgrade library facilities throughout Lancaster County to meet community needs and expand workforce training and development.
11. Locate social service agency and county agency facilities in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
12. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
13. Undertake activities to promote fair housing opportunities for all citizens.



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2015 – 2016

The following is a summary of the proposed uses of CDBG funds for the 2015-2016 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive \$19.2 million from the U.S. Department of Housing and Urban Development (HUD) in 2015.

State CDBG grants are awarded to eligible local governments that are not “entitlement areas”. All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities and suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development and Regional Planning. There will be \$16.1 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Special Projects and “Ready to Go”. Following is a description of each of program.

Serving Chester, Lancaster, Union, & York Counties

215 Hampton St. * P.O. Box 450 * Rock Hill, SC 29731 * Phone (803) 327-9041 * Fax (803) 327-1912 * E-mail crcog@catawbacog.org

I. Community Development

A. Community Infrastructure

Funds Available: \$10,216,505

Grant Maximum: \$750,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution or system-wide improvements)

Grant Minimum: \$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

Water, sewer, roads or drainage activities.

Outcome:

Contribute to the creation of healthy and sustainable residential communities through addressing one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards and ensure community sustainability.
2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.
3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

Application Requests due: Friday, March 13, 2015

Applications due: Monday April 13, 2015

B. Community Enrichment

Funds Available: \$3,000,000

Grant Maximum: \$500,000

Grant Minimum: \$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

- **First Priority – Increasing Economic Competitiveness**
 - Brownfield projects or demolition of obsolete buildings.
 - Downtown streetscape improvements where there is significant business activity and substantial prior investments. Projects must include a plan for retail/small business support.
 - Planning for regional infrastructure, brownfields clean up and redevelopment, or master drainage studies.
 - Public facilities modifications to ensure accessibility for disabled persons or for energy efficiency improvements for CDBG eligible public facilities that will significantly reduce operating burdens and promote sustainability (i.e., replacing windows, upgrading HVAC, etc.)
- **Second Priority – Education and Workforce Development**
 - Libraries – facilities or computer equipment with broadband capability to enhance skills training and education.
 - Publicly owned facilities (except operating school facilities) that offer extended educational opportunities for adult literacy, or to serve at risk LMI children or youth.
 - Transportation-oriented public facilities or services to serve LMI workforce populations.
- **Third Priority – Safe and Healthy Communities**
 - Public safety facilities and services in LMI areas - police substations, or other public improvements designed to address crime prevention.
 - Demolition of vacant, dilapidated structures to address and support crime prevention efforts in targeted LMI neighborhoods.
 - Fire substations or fire trucks serving LMI residential areas that provide a significant improvement in service for in-town locations or near business centers.
 - Health clinic facilities or equipment in underserved areas or multi-service centers for health or related social services.

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

Outcome:

This program is designed to fund facilities, services and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

1. Increasing economic competitiveness
2. Education and workforce development
2. Safe and healthy communities

Application Requests due: Friday, August 14, 2015 at 5:00 p.m.

Applications due: Monday, September 14, 2015 at 5:00 p.m.

C. Neighborhood Revitalization Program

Funds Available: \$2,000,000

Grant Maximum: \$500,000

Grant Minimum: \$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Planning Phase

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG Village Renaissance Plan) that identifies community needs and prioritizes activities designed to revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible consecutive implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

- Comprehensive needs assessment (qualitative and quantitative) and prioritization.
- Comprehensive strategies for revitalization.
- Specific actions to prepare for implementation.

- Maps illustrating existing conditions, problems and proposed solutions.
- Roles and responsibilities-neighborhood and local government involvement and commitment in planning and implementation.
- Time frame for implementation of all strategies, including phased activities.

Implementation Phases

Implementation of comprehensive neighborhood revitalization project must involve multiple activities including a public safety component. Activities must be described in the plan and may include:

- Infrastructure - water, sewer, roads, drainage
- Public facilities- sidewalks, security lighting and cameras, police or fire substations, technology, multi-service centers designed to address crime risk factors, walking trails, green space, landscaping
- Housing - infrastructure or other activities to support affordable or workforce housing; limited exterior only improvements including facades, minor repairs, energy efficiency improvements, handicap accessibility
- Demolition and clearance of vacant and dilapidated properties
- Public services - crime watch program, drug or gang education, awareness or prevention programs

All implementation phases will be competitively selected with no guarantee of funding and must comply with applicable program threshold requirements.

Application Requests due: Friday, August 15, 2014

Applications due: Monday, September 15, 2013

D. Special Projects Program

Funds Available: \$300,000

Grant Maximum: \$150,000

Grant Minimum: \$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Outcome:

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

Eligible Activities:

These funds will be used for alternative grant activities that meet community development need of eligible municipalities. Special projects could historic preservation, innovation, energy conservation, parks, and trails/greenways.

Projects should have significant leveraging, impact and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on State priorities listed below and the Community Development Selection Criteria:

- First Priority
 - Projects that impact economic development or increase economic competitiveness.
- Second Priority
 - Projects that address public health and safety or improve the long-term sustainability of the community.
- Third Priority
 - Projects that energy conservation of historic preservation.

Application Requests due: Friday, August 14, 2015 at 5:00 p.m.

Applications due: Monday, September 14, 2015 at 5:00 p.m.

E. Ready to Go” Public Facilities Program

Funds Available: \$600,000

Grant Maximum: \$500,000

Grant Minimum: \$50,000

Match:

10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

Activities must be eligible under the Community Infrastructure or Community Enrichment Program. CDBG funds are for construction costs only. Activities leading up to bidding must be complete prior to application submission. This includes project design, environmental review, acquisition and permits. The project must be ready to bid within 60 days of grant award.

Outcome:

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible public projects, and being cost effective.

Applications will be accepted on an ongoing basis, based on funding availability.

Program clarifications:

- Projects must address an urgent and compelling need
- The project requires an upfront investment of local and other funds for planning, project design and permitting that is substantially equivalent to the required 10% local match.
- Projects must be eligible public facility improvements and CDBG pays only for construction and administration.

II. Business Development Program

Funds Available: \$2,000,000

Grant Maximum:

- Job creation/retention \$10,000/ job
- Area economic development \$500,000
- Local goods and services:
 - Service area less than 20% poverty or 70% LMI \$350/job
 - Service area equal/more than 20% poverty or 70% LMI \$1,000/job

Grant Minimum: \$50,000

Match:

10% local match or other equivalent contribution required. Projects to assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local government.

Eligible Activities:

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons. Other activities can include grants for commercial revitalization to attract businesses that provide essential goods and services for LMI neighborhoods (grocery store, pharmacy, dry cleaners, auto repair, etc.); deferred forgivable loans to committed critical health care providers in underserved areas for facilities or equipment; and acquisition and/or rehabilitation of vacant, in-town buildings for lease to a committed tenant that will meet a demonstrated market need.

Outcome:

Provision of financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy.

General Program Requirements:

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30 month grant period.
- A unit of local government is limited to one Neighborhood Revitalization project.
- A unit of local government is limited to one open Ready to Go projects.
- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested in submitting a CDBG application, contact *Grazier Rhea* or *Jason Vance* at (803) 327-9041.

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, February 23, 2015, at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on an ordinance titled "AN ORDINANCE TO APPROVE A RIGHT OF WAY AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY WATER AND SEWER DISTRICT, PROVIDING AN EASEMENT TO THE LANCASTER COUNTY WATER AND SEWER DISTRICT TO BE LOCATED ALONG OLD BAILES ROAD; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015 - 1334

AN ORDINANCE

TO APPROVE A RIGHT OF WAY AGREEMENT BETWEEN LANCASTER COUNTY AND THE LANCASTER COUNTY WATER AND SEWER DISTRICT, PROVIDING AN EASEMENT TO THE LANCASTER COUNTY WATER AND SEWER DISTRICT TO BE LOCATED ALONG OLD BAILES ROAD; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County (the "County") owns the land adjacent to Old Bailes Road identified further as Tax Map No. 0007-00-027.00;
- (2) Lancaster County Water and Sewer District (the "District") is the provider of water and sewer service to portions of Indian Land and the District proposes to upgrade the sewer service in the area to serve Keer; and
- (3) it is the purpose of this ordinance to approve a right of way agreement providing an easement to so that the District may upgrade sewer service to serve Keer.

Section 2. Approval of right-of-ways agreement.

(A) Council authorizes and approves the Right of Way Agreement granting an easement to the District as described in Section 1. The form of the Right of Way Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Right of Way Agreement are incorporated herein by reference as if the Right of Way Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Right of Way Agreement on behalf of the County. By adoption of this ordinance, Council approves the Right of Way Agreement and all of its terms, provisions and conditions. The Right of Way Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the Right of Way Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Right of Way Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Right of Way Agreement.

Section 3. Authority to act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained 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 6. Effective date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 23rd day of February, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

First Reading: January 26, 2015 Passed 7-0
Second Reading: February 9, 2015 Passed 7-0
Public Hearing: February 23, 2015
Third Reading: February 23, 2015 (tentative)

Approved as to form:

John Weaver, County Attorney

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Exhibit A to Ordinance No. 2015 - 1334

**Form of Right-of-Way Agreement
Lancaster County and Lancaster County Water and Sewer District
Old Bailes Road Easement**

See attached.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is made and entered into this ___ day of _____, 2015, by and among **Lancaster County Water and Sewer District**, a special purpose district created under the laws of the state of South Carolina, with an address of 1400 Pageland Hwy, Lancaster, South Carolina, 29720 ("Grantee"), and Lancaster County, with an address of 101 North Main Street, Lancaster, South Carolina, 29721 ("Grantor").

RECITALS:

A. Grantor is the owner of certain real property located on Old Bailes Road in Lancaster County, South Carolina, more particularly described in that certain deed recorded in Deed Book 411, Page 163 (the "Servient Estate").

B. Grantee is a special purpose district which intends to construct a sewer force main that transverses a portion of the Servient Estate and connects to other infrastructure of Grantee.

C. Grantor has agreed to grant and convey to Grantee, for the benefit of the Grantee, certain easement rights as set forth below in the Easement.

NOW, THEREFORE, for and in consideration of the provision of water and sewer service, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, a perpetual, non-exclusive appurtenant easement over, through, under and across the Easement Area (defined below) for the purpose of laying, constructing, installing, inspecting, operating, using, maintaining, repairing, removing, enlarging, and/or reconstructing the sewer force main and related facilities, including, without limitation, pipes, fixtures, equipment, meters, pumps, connections and other personal property (collectively, "Facilities") for the conveyance and transfer of sewer, as may be reasonably necessary, appropriate or desirable for Grantee's use of the sewer force main, TOGETHER WITH (i) a perpetual, non-exclusive appurtenant easement and right for access, ingress, and egress over and across the Easement Area for Grantee's exercise of the easement rights herein conveyed; (ii) a perpetual, non-exclusive appurtenant easement and right to clear and keep the Easement Area free of trees, structures, buildings, fixtures, wells, septic tanks, underground storage tanks, garbage, or any type of personal property which may interfere in any way with or endanger the sewer force main, the Facilities or Grantee's rights under this Easement provided, however, Grantor may pave over the Easement Area in connection with the construction of a parking lot (if such paving does not interfere with the rights given to Grantee hereunder).

The "Easement Area" is that certain strip of land twenty feet (20') in width, being ten feet (10') on both sides of the centerline of the sewer force main, as shown on **Exhibit A**.

2. Covenants and Certifications of Grantor. Grantor hereby covenants to Grantee that (i) to Grantor's knowledge, it is lawfully seized and presently possessed of both the Servient Estate and the Easement Area, (ii) it has a good and lawful right to convey the rights granted to Grantee under this Easement, (iii) both the Servient Estate and the Easement Area are free from encumbrances except for encumbrances and restrictions of record and such other matters as are set forth in this Easement Agreement, (iv) Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular the Servient Estate and the Easement Area unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's successors lawfully claiming, or to claim the same, or any part thereof, but against no others, and (v) Grantor has not done or suffered anything whereby the Servient Estate and the Easement Area have been encumbered by Grantor, except as disclosed in this Easement Agreement.

3. Reservation by Grantor. Subject to the rights of Grantee hereunder, Grantor reserves the right to use the Easement Area for any purposes not inconsistent with or detrimental to Grantee's rights under this Easement; provided, however, no buildings or similar structures may be constructed on or within the Easement Area.

4. Covenants and Duties of Grantee. Grantee agrees to: 1) restore all areas within the Easement Area that are disturbed as a result of construction or maintenance activities to a manageable condition, including grading such areas to a smooth surface free of ruts, with uniform slope to prevent ponding, but such restoration shall not be required to result in adequate compaction for paving or require repair and / or replacement of areas that may be paved after installation of sewer force main and other related facilities; and 2) comply with all applicable federal, state and other governmental laws and regulations regarding wetlands, hazardous materials, endangered species, navigable streams, and potential burial and other archaeological sites (collectively, the "Applicable Laws") in the installation and maintenance of the sewer force main.

5. Miscellaneous.

(a) Binding Effect. The rights granted herein shall be non-exclusive and shall run with title to the Servient Estate, and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of Grantor and Grantee.

(b) Remedies; Attorneys' Fees. If Grantor or Grantee breaches any of its obligations under this Agreement, the non-breaching parties will have available to them all remedies available at law or equity, including the right to recover reasonable costs and expenses of suit, including, without limitation, reasonable attorneys' fees.

(c) Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

(d) Entire Agreement. This Easement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

(e) Authority. Each party hereto represents and warrants to the other parties that the execution of this Easement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed and delivered by their respective undersigned officer(s) and/or representative(s), they being duly authorized, effective as of the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Lancaster County, South Carolina

Witness #1

By: _____

Witness #2

Its: _____

State of South Carolina
County of _____

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me personally appeared _____, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Grantor's Signature

Sworn to (or affirmed) and subscribed before me this the _____ day of _____, 20_____.

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

_____ County, South Carolina
My commission expires: _____

Signed, sealed and delivered
in the presence of:

GRANTEE:

**LANCASTER COUNTY WATER AND
SEWER DISTRICT**

Witness #1

By: _____
Stephen White, Manager

Witness #2

State of South Carolina
County of _____

ACKNOWLEDGEMENT

On this ____ day of _____, 20____, before me personally appeared _____, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and s/he acknowledged that s/he executed the foregoing instrument by his/her signature here.

Grantee's Signature

Sworn to (or affirmed) and subscribed before me this the ____ day of _____, 20____.

Official Signature of Notary

(Official Seal)

_____, Notary Public
Notary's printed or typed name

_____ County, South Carolina
My commission expires: _____

EXHIBIT A

Legal description of a 7,549.28 square feet easement for an 18" sanitary sewer force main, for Lancaster County Water & Sewer District, as depicted on a plat of survey by J.C. Crumpler dated February 9, 2015 entitled 18" Force Main Easement for Lancaster County Water & Sewer District (Tax ID 0007-00-027.00).

Beginning at a point that is located South 17 degrees 34 minutes 33 seconds West for a distance of 144.54 feet to an #4 rebar. Thence running South 35 degrees 11 minutes 18 seconds East for a distance of 441.10 feet to a point in the centerline of a creek that is the boundary line between Lancaster County and Southpoint Management Group (Tract 2 & 3) as recorded in plat book 2002 page 379 Thence running with said creek South 44 degrees 47 minutes 43 seconds West for a distance of 9.92 feet to a point. Thence running South 53 degrees 00 minutes 29 seconds West for a distance of 7.09 feet to a point. Thence running with the property line North 35 degrees 10 minutes 45 seconds West for a distance of 112.63 feet to a old #4 rebar that is located 35.53 feet North of the centerline of Old Bailes Road. Thence running North 35 degrees 11 minutes 18 seconds West for a distance of 443.15 to a point. Thence running North 54 degrees 48 minutes 42 seconds East for a distance of 17.43 feet to a point that is also the Point Of Beginning.

18" Force Main Easement For
**LANCASTER COUNTY WATER
 & SEWER DISTRICT**

Located In
 Indian Land Community
 20 Miles North Of
 Lancaster, South Carolina
 Lancaster County

Scale 1" = 100' Date 02/09/2015

GRAPHIC SCALE

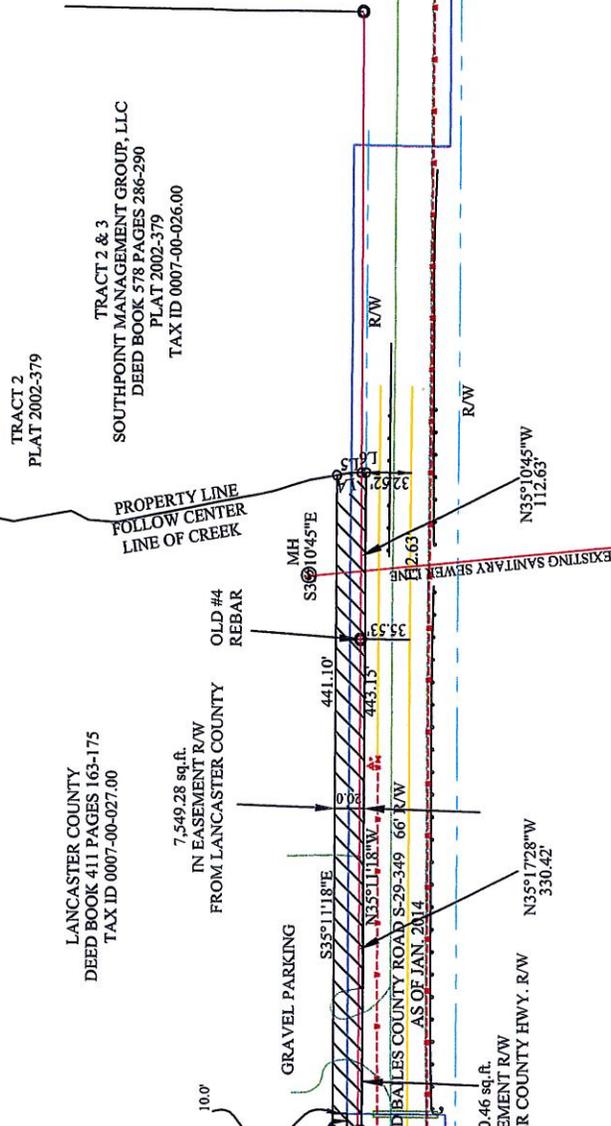
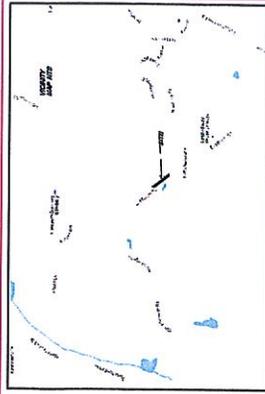


(IN FEET)
 1 inch = 100 ft.

Survey By: J. C. Crumpler
 S.C. Reg. No. 6574
 207 Chesterfield Avenue
 Lancaster, South Carolina
 1-803-283-9818

"I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein."

DRAWN BY:	JCC	DATE:	02/09/2015
CHECKED BY:	JCC	TAX MAP ID A PORTION OF	0052-00-007.00
JOB NO.:	14-06-9	SHEET	1 OF 1



LINE	LENGTH	BEARING
L3	17.43	N54°48'42\"/>
L4	9.92	S44°47'43\"/>
L5	7.09	S53°00'29\"/>
L6	3.14	S53°00'29\"/>

NOTE: This lot does not lie within any designated flood area and there are no encroachments or projections other than as shown on this plat.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1335

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2015A OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO; AND ADOPTING WRITTEN PROCEDURES RELATED TO TAX-EXEMPT DEBT AND WRITTEN PROCEDURES RELATED TO CONTINUING DISCLOSURE

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“2015A Bonds” shall mean the not to exceed \$16,500,000 general obligation bonds authorized herein, a portion of the proceeds of which will be used to fund the Bond-approved Projects.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial 2015A Bond held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015A Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the 2015A Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2015A Bonds may be transferred only through a book-entry; and (b) physical 2015A Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015A Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015A Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 5 hereof.

“Bond-approved Projects” shall mean \$12,000,000 for the roadway improvements and \$4,500,000 for the communications system.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015A Bonds, and to effect transfers of the 2015A Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State of South Carolina or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding 2015A Bonds.

“Initial 2015A Bonds” shall mean the 2015A Bonds initially issued in Book-Entry Form as provided in Section 14 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2015-1335.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

“Projects” shall mean the projects identified in the successful capital projects sales tax re-imposition referendum held in the County on November 4, 2014.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015A Bonds or in the case of any proposed redemption of 2015A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015A Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1895 as amended (the “Constitution”) provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth therein and in Section 12 of Article X. Article X, Section 14 further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in Article X.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds and election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Pursuant to Ordinance No. 943 duly enacted by the Council on August 13, 2008 and a successful referendum held on November 4, 2008, the County imposed a one percent sales and use tax within the County for seven years commencing May 1, 2009 (the “Earlier Imposed Tax”).

(f) Pursuant to Ordinance No. 2014-1286 duly enacted by the Council on August 11, 2014 and a successful referendum (the “Referendum”) held in the County on November 4, 2014, the electors of the County voted in favor of the re-imposition of the Earlier Imposed Tax in the County (the “Re-imposed Tax”) for an additional seven (7) years to fund the Projects. The Re-imposed Tax will start immediately following the termination of the Earlier Imposed Tax. The Referendum permitted a portion of the Projects to be financed by the issuance of general obligation bonds of the County.

(g) In the Referendum, the following question was submitted to the qualified electors of the County:

Must a special one percent sales and use tax (the "Tax") be imposed in Lancaster County (the "County") for not more than seven (7) years from the date of imposition to raise the amounts specified for the following purposes and in order to pay the costs (including rights-of-way acquisition and architectural, engineering, legal, administrative costs, and related fees) of the projects described below; pending the receipt of such sales and use tax, must the County also be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$16,500,000 to be paid from the sales and use tax to be received and pledge the sales and use tax to be received to the payment of the principal of and interest on the Bonds?

\$26,000,000 – Road improvements and resurfacing for roads owned by the County and roads owned by the South Carolina Department of Transportation;

\$7,500,000 – Acquisition and construction of a public safety and emergency services communications system;

\$8,000,000 – Constructing and equipping improvements to the library system; and

\$238,000 – Constructing and equipping a forensics crime laboratory facility for the County Sheriff's Department.

The proceeds of the Bonds will be expended as follows: \$12,000,000 for the roadway improvements and \$4,500,000 for the communications system. The proceeds of the Tax will be used to pay directly the cost of the portion of the projects not funded with 2015A Bond proceeds in the following priority: (1) forensics crime laboratory; (2) the completion of the communications system; (3) library system; and (4) remaining roadway improvements.

TOTAL COST OF ALL PROJECTS: \$41,738,000

The maximum amount of net proceeds of the Tax that will be pledged for and used for the payment of the principal of and interest on the Bonds must not exceed \$18,200,000.

CONDITIONS AND RESTRICTIONS ON THE USE OF SALES AND USE TAX REVENUE COLLECTED UNDER THE CAPITAL PROJECT SALES TAX ACT: The Tax shall be expended for design, engineering, construction or improvement of the capital projects listed above. Net proceeds of the Tax, if approved, must be expended for the purposes stated and in the priority listed. The expenditure of revenues from the Tax, if approved, shall be subject to acquisition of title, right-of-way, design and engineering considerations, environmental issues, the discovery of historic sites or endangered species, the receipt of necessary permits, funding of projects from other sources, bids in excess of project estimates, qualifications of bidders, cost overruns, exhaustion or insufficiency of Tax revenues to complete all projects in order and priority provided herein and other unforeseen circumstances and conditions. If Tax revenues are insufficient to fund completely all projects, the lowest priority project will not be fully funded.

INSTRUCTIONS TO VOTERS: All qualified electors of the County desiring to vote in favor of imposing the tax for the stated purposes and authorizing the issuance and sale of the Bonds in connection therewith as outlined above and subject to the limitations and conditions set forth above shall vote "YES" and all qualified electors opposed to imposing the tax and issuing the Bonds shall vote "NO."

YES []

NO []

The Referendum has been duly conducted and a majority of the qualified electors of the County voting in the Referendum voted in favor of the Capital Projects Sales Tax and the issuance and sale of the general obligation bonds.

(h) The issuance of the 2015A Bonds authorized by this Ordinance for the purposes of funding a portion of the Bond-approved Projects, and paying costs of issuance of the 2015A Bonds is necessary and in the best interest of the County and such 2015A Bonds will be issued for a corporate purpose and a public purpose of the County.

(i) The County Council has been advised by Bond Counsel that a best practice related to the issuance of tax-exempt bonds is for each issuer to have Written Procedures related to Tax-Exempt Debt and Continuing Disclosure.

SECTION 3. Authorization and Details of 2015A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$16,500,000 aggregate principal amount of general obligation bonds of the County to be designated "16,500,000 (or such lesser amount issued) General Obligation Bonds (appropriate series designation), of Lancaster County, South Carolina" (the "2015A Bonds"), for the purpose set forth in Section 2(h) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The 2015A Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Regions Bank, Columbia, South Carolina, will serve as Registrar/Paying Agent for the 2015A Bonds.

SECTION 4. Delegation of Authority to Determine Certain Matters Relating to the 2015A Bonds. Without further authorization, the County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the 2015A Bonds; (b) the maturity dates of the 2015A Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the 2015A Bonds; (d) redemption provisions, if any, for the 2015A Bonds; (e) the date and time of sale of the 2015A Bonds; (f) the authority to receive bids on behalf of the

County Council; (g) the authority to award the sale of the 2015A Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015A Bonds; and (h) whether the 2015A Bonds should be sold together with general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015A Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015A Bonds as set forth in this paragraph.

SECTION 5. Registration, Transfer and Exchange of 2015A Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each 2015A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such 2015A Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered 2015A Bond or 2015A Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any 2015A Bond surrendered in exchange for a new registered 2015A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered 2015A Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such 2015A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such 2015A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2015A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015A Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015A Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obligated to make any such transfer of 2015A Bonds during the fifteen (15) days preceding an interest payment date on such 2015A Bonds.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015A Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such 2015A Bond or in the case of any proposed redemption of 2015A Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of 2015A Bonds. In case any 2015A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new 2015A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond.

In any such event the applicant for the issuance of a substitute 2015A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate 2015A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed 2015A Bond or in substitution for any allegedly lost, stolen or wholly destroyed 2015A Bond shall be entitled to the identical benefits under this Ordinance as was the original 2015A Bond in lieu of which such duplicate 2015A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other 2015A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate 2015A Bond shall be borne by the applicant therefor.

SECTION 8. Execution of 2015A Bonds. The 2015A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015A Bonds may not be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each 2015A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 9. Form of 2015A Bonds. The 2015A Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for 2015A Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the 2015A Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the Holders of the 2015A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015A Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the 2015A Bonds. The County further covenants and agrees with the holders of the 2015A Bonds that no use of the proceeds of the 2015A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015A Bonds would have caused the 2015A Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the 2015A Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

SECTION 14. Book-Entry System. The "Initial 2015A Bonds" will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial 2015A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015A Bonds shall be issued in fully-registered form, one 2015A Bond for each of the maturities of the 2015A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial 2015A Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015A Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015A Bonds might be adversely affected if the book-entry system of transfer is continued

(the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015A Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial 2015A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015A Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of 2015A Bonds, Form of Notice of Sale. The 2015A Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015A Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the 2015A Bonds so that it may be provided to the purchaser of the 2015A Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange County Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the 2015A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

The County hereby adopts the following procedures relating to continuing disclosure for the 2015A Bonds and all future publicly-traded debt:

a. The Chief Financial Officer or the equivalent thereto (the "CFO") of the County shall be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the County or imposed upon the County by state or federal law or regulations. The CFO is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the CFO.

b. The CFO shall acquire a clear understanding regarding the County's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association, the CFO shall participate in continuing education programs regarding continuing disclosure.

c. For each issuance of bonds that involves a continuing disclosure obligation, the CFO shall review such continuing disclosure undertaking and discuss with the County's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015A Bonds shall be deposited with the County Treasurer in a special fund and shall be applied solely to the purposes for which the 2015A Bonds have been issued, including payment of costs of issuance of the 2015A Bonds, except that any premium shall be placed in the sinking fund established for the 2015A Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the 2015A Bonds, and such 2015A Bond or 2015A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such 2015A Bond or 2015A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such 2015A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the 2015A Bonds shall no longer be deemed to be outstanding hereunder, such 2015A Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

"Government Obligations" shall mean any of the following:

(i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such 2015A Bond or 2015A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 20. Written Procedures Related to Tax-Exempt Debt. The Board hereby approves the Written Procedures Related to Tax-Exempt Debt as attached hereto as Exhibit E.

SECTION 21. Declaration of Intent to Reimburse Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Regulation § 1.150-2 to reimburse the County from the proceeds of tax-exempt debt in the form of general obligation bonds of the County to be issued pursuant to the Constitution, the County Bond Act and Title 11, Chapter 27, for expenditures with respect to the Bond-approved Projects (the “Expenditures”). The County anticipates incurring Expenditures with respect to the Bond-approved Projects prior to the issuance by the County of the 2015A Bonds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County’s general funds.

SECTION 22. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015A Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor, in connection with the issuance of the 2015A Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

[Remainder Page Intentionally Left Blank]

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted 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

Approved as to form:

County Attorney

Date of First Reading: January 26, 2015
Date of Second Reading: February 9, 2015
Date of Public Hearing: February 23, 2015
Date of Third Reading: February 23, 2015 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION BOND, SERIES 2015A

No. R-1

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this 2015A Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this 2015A Bond matures. Interest on this 2015A Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this 2015A Bond matures, and shall be payable by check or draft mailed to the person in whose name this 2015A Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this 2015A Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered 2015A Bond shall be paid by check or draft as set forth above.

This 2015A Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this 2015A Bond as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

This 2015A Bond is one of a series of 2015A Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; the successful results of a referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This 2015A Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this 2015A Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered 2015A Bond or 2015A Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this 2015A Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this 2015A Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this 2015A Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this 2015A Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this 2015A Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the 2015A Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this 2015A Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within 2015A Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within 2015A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within 2015A Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each 2015A Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015A Bonds of which the within 2015A Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015A Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 N. Main Street, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$16,500,000 (the "2015A Bonds"). The proceeds of the 2015A Bonds will be used for any one or more of the following purposes: (i) funding projects approved to be funded from bonds in the November 4, 2014, referendum (the "Referendum") held in the County; and (ii) paying the costs of issuance of the 2015A Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the 2015A Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the capital project sales tax which was re-imposed pursuant to the Referendum.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015A Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2015A,
OF LANCASTER COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster County, South Carolina, until 11:00 a.m. South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2015A, of the County (the "2015A Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2015A, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015A Bonds: The 2015A Bonds will be issued in fully-registered form. One 2015A Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015A Bonds and each such 2015A Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the 2015A Bonds purchased. The winning bidder, as a condition to delivery

of the 2015A Bonds, will be required to deposit the 2015A Bond certificates representing each maturity with DTC.

The 2015A Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015A Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015A Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 15% of the 2015A Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015A Bonds. In order to calculate the yield on the 2015A Bonds for federal tax law purposes and as a condition precedent to the award of the 2015A Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015A Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015A Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015A Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015A Bonds offered, without taking into account any adjustment in the amount of the 2015A Bonds pursuant to this paragraph.

The 2015A Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015A Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015A Bonds will be awarded to the bidder or bidders offering to purchase the 2015A Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015A

Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015A Bonds, results in an amount equal to the price bid for the 2015A Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the 2015A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2015A of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015A Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015A Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015A Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015A Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015A Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015A Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015A Bonds, stating the initial reoffering price of the 2015A Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015A Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015A Bonds, but neither the failure to print such numbers on any 2015A Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015A Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015A Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the 2015A Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015A Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015A Bonds. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the County's Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$ _____ General Obligation Bonds, Series 2015A (the "2015A Bonds"). The 2015A Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015A Bonds**" shall mean the \$ _____ General Obligation Bonds, Series 2015A, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the 2015A Bonds required to comply with the Rule in connection with offering of the 2015A Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the preceding fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for preceding fiscal year;
- (c) Outstanding general obligation indebtedness of the County;
- (d) Tax levy for County for preceding fiscal year;
- (e) Tax collections for County for preceding fiscal year; and
- (f) Ten largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

- TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
 - (8) Bond calls;
 - (9) Tender offers;
 - (10) Defeasances;
 - (11) Release, substitution, or sale of property securing repayment of the securities;
 - (12) Rating changes;
 - (13) Bankruptcy, insolvency, receivership or similar event of the County;
 - (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015A Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015A Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015A Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015A Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina
Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2015A,
Lancaster County, South Carolina
Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015A Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

LANCASTER COUNTY, SOUTH CAROLINA

LANCASTER COUNTY, SOUTH CAROLINA

**WRITTEN PROCEDURES
Related to Tax-Exempt Debt**

The Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder (the “Regulations”) impose certain requirements on tax-exempt bonds, including but not limited to, restrictions on the use of bond proceeds and bond-financed property, arbitrage yield restrictions, and the arbitrage rebate requirement. These requirements are generally applicable throughout the period that the bonds remain outstanding.

The September 2011 revision to the Form 8038-G, Information Return for Tax Exempt Governmental Obligations (“Form 8038-G”) requires the issuer to represent whether it has established written procedures to (a) monitor the requirements of Section 148 of the Code, including, but not limited to, the arbitrage rebate and arbitrage yield restriction requirements; and (b) ensure that any nonqualified bonds (within the meaning of Section 1.148-12(j) of the Regulations) are remediated in accordance with the Code and the Regulations.

In addition to the above-described Form 8038-G representations, Lancaster County, South Carolina (the “County”) has been advised that additional procedures are recommended in order for the County to document compliance with the applicable federal tax requirements. Actions pursuant to these procedures (collectively referred to as post-issuance tax compliance) are intended to assist the County in documenting compliance with the applicable federal tax requirements. Post-issuance tax compliance begins with the debt issuance process itself and includes a continuing focus on investments of bond proceeds and use of bond-financed property. Post issuance tax compliance requires identifying the responsible people and the applicable procedures.

References herein to a “bond” or to “bonds” shall apply to all forms of tax-exempt obligations including, but not limited to, lease/purchase agreements, bond anticipation notes, and tax anticipation notes.

Procedures

The County’s Finance Director (the “CFO”) is designated as being responsible for post-issuance tax compliance. The CFO may delegate to her staff or contract with independent contractors (such as an arbitrage/rebate consultant or a consulting engineer) responsibility for different aspects of post-issuance tax compliance. For example, coordinating and documenting the expenditure of bond proceeds on projects may be delegated to the consulting engineer. However, the CFO will be ultimately responsible for implementing the procedures described herein.

The County recognizes that that the County has issued tax-exempt debt prior to the adoption of these procedures. With respect to this prior issued debt, the CFO will take reasonable steps to collect and maintain appropriate documentation of compliance with these procedures. However, the County recognizes that such documentation may not exist with respect to some of the items enumerated in these procedures.

Issuance – The CFO will:

- (a) Confirm the filing of the Form 8038 or Form 8038-G (or applicable successor form) with Internal Revenue Service (“IRS”). Filing of the applicable Form 8038 is usually overseen by bond counsel at or soon after the closing of a bond issue.
- (b) Obtain and store the Transcript of Proceedings prepared by bond counsel (which typically includes the applicable Form 8038 and the Federal Tax Certificate containing the County’s expectations as of the date of issuance of the bond issue).

Recordkeeping – The CFO will:

- (a) Establish a plan for keeping relevant books and records as to the investment and the expenditure of bond proceeds.
- (b) Keep accurate records including:
 - Basic records relating to the bond transactions (including the trust indenture, loan agreements, and bond counsel opinion; see Transcript of Proceeding, above);
 - Documentation evidencing the expenditure of bond proceeds;
 - Documentation evidencing use of bond-financed property by public and private users (i.e., copies of management contracts, material power purchase contracts);
 - Documentation evidencing all sources of payment or security for the bonds; and
 - Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- (c) Keep all records in a manner that ensures their complete access to the IRS so long as they are material. While this is typically accomplished through the maintenance of hard copies, records may be kept in an electronic format if certain requirements are satisfied, in accordance with the guidelines in Revenue Procedure 97-22, 1997-1 C.B. 652.
- (d) Keep the relevant records for each issue of bonds for as long as such issue of bonds is outstanding (including any bonds issued to refund such issue of bonds) plus three years after the final redemption date of the bonds.

Arbitrage Rebate and Arbitrage Yield Restriction – The CFO will:

- (a) Engage the services of an arbitrage/rebate consultant for assistance in compliance with arbitrage related issues. As of the date of the adoption of these procedures, the County has retained AMTEC Compliance as its arbitrage/rebate consultant.
- (b) Work with the County’s bond counsel, financial advisor and/or arbitrage/rebate consultant to monitor compliance with “temporary period exceptions” for expenditure of bond proceeds, typically three years for new money bonds, and provide for yield restriction of investments or “yield reduction payments” if exceptions are not satisfied.
- (c) Work with the County’s bond counsel and financial advisor to ensure investments acquired with bond proceeds are purchased at fair market value. This may include use of bidding procedures under the regulatory safe harbor (Section 1.148-5(d) of the Regulations).

- (d) Consult with the County's bond counsel prior to the creation of funds which would reasonably be expected to be used to pay debt service on tax-exempt bonds to determine in advance whether such funds must be invested at a restricted yield (i.e., yield restricted).
- (e) Consult with the County's bond counsel and financial advisor before engaging in post-issuance credit enhancement transactions (e.g., bond insurance, letter of credit) or hedging transactions (e.g., interest rate swap, cap).
- (f) Consult with the County's bond counsel, financial advisor, and/or arbitrage/rebate consultant to identify situations in which compliance with applicable yield restrictions depends upon subsequent investments (e.g., purchase of 0% SLGS from U.S. Treasury) and monitor implementation.
- (g) Work with the County's arbitrage/rebate consultant to arrange for timely computation of rebate/yield reduction payment liability and, if an amount is payable, for timely filing of Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate (or applicable successor form), and payment of such liability. Rebate/Yield Reduction payments are ordinarily due at 5-year intervals.

Private Use of Refunding Bond-Financed Facilities - The CFO will:

- (a) Create and maintain records of which proceeds of bond issues were used to finance which facilities. These records shall incorporate the refunding or partial refunding of any bond issues.
- (b) Record the allocation of bond proceeds to expenditures, including reimbursements. These records will be consistent with the expenditures used for arbitrage purposes.
- (c) Record the allocation of bond proceeds and funds from other sources in connection with any bond funded project. Review expenditure of bond proceeds with bond counsel and/or consulting engineer to ensure bond proceeds are used for qualifying costs.
- (d) Review with bond counsel prior to the sale or lease of a bond-financed facility, or the granting of a license or management contract, or any other arrangement allowing private use of a bond financed facility, the terms of such arrangement.
- (e) Keep records of private use, if any, of bond-financed facilities to monitor the amount of private use of bond-financed facilities. Relevant to the County, private use generally includes: use of the proceeds of bonds or bond-financed facilities in any activity by a person or organization that is not (a) a state or local government; or (b) a natural person. Notwithstanding the preceding sentence, private business use generally does not include: (a) use as a member of the general public pursuant to arrangements with a term of less than 200 days; and (b) use by a nongovernmental person pursuant to an arrangement with a term of less than 50 days that is a result of arms-length negotiations and compensation payable under the arrangement is not less than fair market value.
- (f) Private use of bond-financed facilities shall be reviewed once a year (in connection with the preparation of the annual financial statements). If private use occurs, bond counsel will be consulted to determine if remedial action is necessary (including but not included to, the remediation of all non-qualified bonds in accordance with Section 1.14-12 of the Regulations).

Reissuance – The CFO will:

- (a) Consult with bond counsel to identify any post-issuance modification to the terms of bonds which could be treated as a current refunding of “old” bonds by “new” bonds, often referred to as a “reissuance.”
- (b) Consult with bond counsel to determine whether any “remedial action” (see item (f) under “Private Use of Refunding Bond-Financed Facilities” above) in connection with private use must be treated as a “reissuance.”

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1336

COUNTY OF LANCASTER

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AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS (PLEASANT VALLEY FIRE PROTECTION DISTRICT), SERIES 2015B OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,150,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Note held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015B Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the 2015B Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2015B Bonds may be transferred only through a book-entry; and (b) physical 2015B Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015B Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015B Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 10 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its

Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015B Bonds, and to effect transfers of the 2015B Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding 2015B Bonds.

“Initial 2015B Bonds” shall mean the 2015B Bonds initially issued in Book-Entry Form as provided in Section 13 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2015-1336.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015B Bonds or in the case of any proposed redemption of 2015B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015B Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for fire protection service benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to Title 4, Chapter 19 of the Code (the "Act"), the County Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of ad valorem taxes or both.

(g) County Council approved on October 3, 2005, Resolution No. 504 providing for, among other things, a public hearing to be held on November 7, 2005, on the question of the establishment of the proposed fire protection district and submitting to the voters in the proposed district a non-binding advisory referendum to be held on January 17, 2006.

(h) A majority of the votes cast in the non-binding advisory referendum held on January 17, 2006, were in favor of the establishment of the Pleasant Valley Fire Protection District.

(i) The powers conferred upon County Council by the Act include the power to issue general obligation bonds of the county, payable from a charge or an ad valorem tax levied within the district for the purpose of providing fire protection service in it.

(j) In accordance with the provisions of Section 4-19-20 of the Code, and pursuant to the provisions of Ordinance No. 724 enacted on February 27, 2006 (the "Fire Protection Ordinance"), the County established a special taxing district for the purpose of providing rural fire protection in the County, the area of which is more fully described in the Fire Protection Ordinance. Such special taxing district being hereinafter referred to as the "Pleasant Valley Fire Protection District" or the "Fire District."

(k) Pursuant to the Fire Protection Ordinance, Council is empowered to issue general obligation bonds of the County for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the Fire District. The full faith, credit, and taxing power of the County is irrevocably pledged to the repayment of the general obligation bonds. The general obligation bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Fire District

so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the general obligation bonds.

(l) Pursuant to the American Recovery and Reinvestment Act of 2009, State constitutional and statutory authorizations, and Ordinance No. 989 duly enacted by the County Council on July 6, 2009, the County issued its original principal amount \$1,905,000 General Obligation Bonds (Pleasant Valley Fire Protection District), Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer) dated March 25, 2010 (the “2010 Bonds”).

(m) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

(n) The Series 2010 Bonds are currently outstanding in the principal amount of \$1,905,000 (the “Bonds to be Refunded”), and are subject to extraordinary redemption as follows: “The 2010 Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA.”

(o) On March 1, 2013, the Federal Government imposed sequestration which included a reduction of 8.7% in the interest rate subsidy for build America bonds.

(p) Pursuant to Ordinance No. 2015-1335 enacted simultaneously herewith, County Council adopted Written Procedures related to Tax-Exempt Debt.

(q) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$2,150,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the 2015B Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of 2015B Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,150,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$2,150,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Lancaster County, South Carolina” (the “2015B Bonds”), for the purpose set forth in Section 1(q) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the 2015B Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2010 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the 2015B Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the 2015B Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded.

The 2015B Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015B Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Regions Bank, Columbia, South Carolina, will serve as Registrar/Paying Agent for the 2015B Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the 2015B Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the 2015B Bonds; (b) determine the maturity dates of the 2015B Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the 2015B Bonds; (d) determine the redemption provisions, if any, for the 2015B Bonds; (e) determine the date and time of sale of the 2015B Bonds; (f) receive bids on behalf of the County Council; (g) determine the date of redemption for the Bonds to be Refunded, (h) award the sale of the 2015B Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015B Bonds; and (i) whether the 2015B Bonds should be sold together with general obligation bonds and general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015B Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015B Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of 2015B Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015B Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015B Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each 2015B Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such 2015B Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered 2015B Bond or 2015B Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any 2015B Bond surrendered in exchange for a new registered 2015B Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered 2015B Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such 2015B Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such 2015B Bond and for all other purposes and all such payments so

made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2015B Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015B Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015B Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of 2015B Bonds during the fifteen (15) days preceding an interest payment date on such 2015B Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015B Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such 2015B Bond or in the case of any proposed redemption of 2015B Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of 2015B Bonds. In case any 2015B Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new 2015B Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute 2015B Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate 2015B Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed 2015B Bond or in substitution for any allegedly lost, stolen or wholly destroyed 2015B Bond shall be entitled to the identical benefits under this Ordinance as was the original 2015B Bond in lieu of which such duplicate 2015B Bond is issued, and shall be entitled to equal and proportionate benefits with all the other 2015B Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate 2015B Bond shall be borne by the applicant therefor.

SECTION 7. Execution of 2015B Bonds. The 2015B Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015B Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015B Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015B Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each 2015B Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of 2015B Bonds. The 2015B Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for 2015B Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the 2015B Bonds. The 2015B Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Fire District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the 2015B Bonds; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District.

The Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015B Bonds and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the 2015B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015B Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the 2015B Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holders of the 2015B Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015B Bonds to become includable in the gross income of the holders of the 2015B Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the 2015B Bonds. The County further covenants and agrees with the holders of the 2015B Bonds that no use of the proceeds of the 2015B Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015B Bonds would have caused the 2015B Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the 2015B Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

SECTION 13. Book-Entry System. The Initial 2015B Bonds will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York,

New York ("DTC"), and transfers of beneficial ownership of the Initial 2015B Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015B Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015B Bonds shall be issued in fully-registered form, one 2015B Bond for each of the maturities of the 2015B Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015B Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015B Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015B Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015B Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial 2015B Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015B Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015B Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015B Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial 2015B Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015B Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015B Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of 2015B Bonds, Form of Notice of Sale. The 2015B Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015B Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to

see to the completion of the final form of the Official Statement upon the sale of the 2015B Bonds so that it may be provided to the purchaser of the 2015B Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the 2015B Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015B Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2010 Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the 2015B Bonds have been issued, including payment of costs of issuance of the 2015B Bonds.

SECTION 19. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the 2015B Bonds, and such 2015B Bond or 2015B Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such 2015B Bond or 2015B Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such 2015B Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the 2015B Bonds shall no longer be deemed to be outstanding hereunder, such 2015B Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

"Government Obligations" shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

- (b) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS"); and
- (c) general obligation bonds of the State, its institutions, agencies, counties and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor's or a Aaa rating from Moody's Investors Service.

SECTION 20. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015B Bonds. The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and Compass Municipal Advisors, LLC, as Financial Advisor in connection with the issuance of the 2015B Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015B Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of page intentionally left blank]

Enacted 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

Approved as to form:

County Attorney

Date of First Reading:	January 26, 2015
Date of Second Reading:	February 9, 2015
Date of Public Hearing:	February 23, 2015
Date of Third Reading:	February 23, 2015 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015B

No. R-1

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this 2015B Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this 2015B Bond matures. Interest on this 2015B Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this 2015B Bond matures, and shall be payable by check or draft mailed to the person in whose name this 2015B Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this 2015B Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered 2015B Bond shall be paid by check or draft as set forth above.

This 2015B Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the Pleasant Valley Fire Protection District (the "Fire District") sufficient to pay the principal of and interest on this 2015B Bond as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District. .

This 2015B Bond is one of a series of 2015B Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This 2015B Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this 2015B Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered 2015B Bond or 2015B Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this 2015B Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this 2015B Bond and the interest hereon are exempt from all State, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this 2015B Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this 2015B Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this 2015B Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This 2015B Bond is one of the 2015B Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this 2015B Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within 2015B Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within 2015B Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within 2015B Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each 2015B Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015B Bonds of which the within 2015B Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015B Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 North Main Street, 2nd Floor, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$2,150,000 (the "2015B Bonds"). The proceeds of the 2015B Bonds will be used for any one or more of the following purposes: (i) refunding the County's outstanding General Obligation Bonds (Pleasant Valley Fire Protection District), Taxable Series 2010B Bonds (Build America Bonds – Direct Pay to Issuer); (ii) paying the costs of issuance of the 2015B Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the 2015B Bonds. The 2015B Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Pleasant Valley Fire Protection District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the 2015B Bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015B Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

**§ _____ GENERAL OBLIGATION REFUNDING BONDS
(PLEASANT VALLEY FIRE PROTECTION DISTRICT), SERIES 2015B,
OF LANCASTER COUNTY, SOUTH CAROLINA**

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B, of the County (the "2015B Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015B Bonds: The 2015B Bonds will be issued in fully-registered form. One 2015B Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015B Bonds and each such 2015B Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015B Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of

2015B Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the 2015B Bonds purchased. The winning bidder, as a condition to delivery of the 2015B Bonds, will be required to deposit the 2015B Bond certificates representing each maturity with DTC.

The 2015B Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015B Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015B Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the 2015B Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015B Bonds. In order to calculate the yield on the 2015B Bonds for federal tax law purposes and as a condition precedent to the award of the 2015B Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015B Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015B Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015B Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015B Bonds offered, without taking into account any adjustment in the amount of the 2015B Bonds pursuant to this paragraph.

The 2015B Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015B Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 2015B Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all 2015B Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE 2015B BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015B Bonds will be awarded to the bidder or bidders offering to purchase the 2015B Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015B Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015B Bonds, results in an amount equal to the price bid for the 2015B Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015B Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Pleasant Valley Fire Protection District (the "Fire District") sufficient to pay the principal and interest of the 2015B Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the imposition of the rates and charges in the Fire District. .

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015B Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015B Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015B Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015B Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015B Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015B Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015B Bonds, stating the initial reoffering price of the 2015B Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015B Bonds were sold to the public, in form satisfactory to 2015B Bond Counsel. A sample copy of such a certificate may be obtained from 2015B Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015B Bonds, but neither the failure to print such numbers on any 2015B Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015B Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015B Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the 2015B Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015B Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015B Bonds. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the County's Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$_____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B (the "2015B Bonds"). The 2015B Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015B Bonds**" shall mean the \$_____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____ and any other original underwriter of the 2015B Bonds required to comply with the Rule in connection with offering of the 2015B Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the preceding fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for preceding fiscal year;
- (c) Outstanding general obligation indebtedness of the County;
- (d) Tax levy for County for preceding fiscal year;
- (e) Tax collections for County for preceding fiscal year; and
- (f) Ten largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

- TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
 - (8) Bond calls;
 - (9) Tender offers;
 - (10) Defeasances;
 - (11) Release, substitution, or sale of property securing repayment of the securities;
 - (12) Rating changes;
 - (13) Bankruptcy, insolvency, receivership or similar event of the County;
 - (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015B Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015B Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015B Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015B Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina

Name of Bond Issue: \$_____ General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B, Lancaster County, South Carolina

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015B Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1337

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$7,250,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Note held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2015C Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the 2015C Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2015C Bonds may be transferred only through a book-entry; and (b) physical 2015C Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical 2015C Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2015C Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 10 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the 2015C

Bonds, and to effect transfers of the 2015C Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State of South Carolina or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding 2015C Bonds.

“Initial 2015C Bonds” shall mean the 2015C Bonds initially issued in Book-Entry Form as provided in Section 13 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2015-1337.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent pursuant to this Ordinance.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the 2015C Bonds or in the case of any proposed redemption of 2015C Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of 2015C Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

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

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County 2015C Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County 2015C Bond Act provides that as a condition precedent to the issuance of bonds and election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County 2015C Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County 2015C Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2014, for the 2013 tax year is \$310,285,359 which excludes exempt manufacturing property. Eight percent of the assessed value is \$24,822,828. As of the date hereof the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$14,630,000. Thus, the County may incur not exceeding \$10,192,828 of additional general obligation debt within its applicable debt limitation. The outstanding general obligation debt includes the 2010C Bonds (hereinafter defined).

(f) Pursuant to the American Reinvestment and Recovery Act, South Carolina constitutional and statutory authorizations, and Ordinance No. 1060 duly enacted by the County Council on October 26, 2010, the County issued its original principal amount \$7,000,000 General Obligation 2015C Bonds, Taxable Series 2010C (Build America Bonds – Direct Payment to Issuer) dated December 14, 2010 (the "2010C Bonds").

(g) Sections 11-21-10 to 11-21-80 of the Code of Laws of South Carolina 1976, as amended, empower any "public agency" to utilize the provisions of Article 5, Chapter 15, Title 11 (the "Refunding Act") of the Code of Laws of South Carolina 1976, as amended, to effect the refunding of any outstanding general obligation bonds.

(h) The Series 2010C Bonds are currently outstanding in the principal amount of \$7,000,000 (the "Bonds to be Refunded"), and are subject to extraordinary redemption as follows: "The 2015C Bonds are subject to redemption by the County, at its option, prior to maturity at any time or times at the redemption price of par plus accrued interest to the redemption date if and to the extent the federal government should not make the subsidy payment equal to 35% of the amount of interest paid on such taxable Bonds pursuant to the ARRA."

(i) On March 1, 2013, the Federal Government imposed sequestration which included a reduction of 8.7% in the interest rate subsidy for build America bonds.

(j) Pursuant to Ordinance No. 2015-1335 enacted simultaneously herewith, County Council adopted Written Procedures related to Tax-Exempt Debt.

(k) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$7,250,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) costs of issuance of the 2015C Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of 2015C Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$7,250,000 aggregate principal amount of general obligation refunding bonds of the County to be designated "\$7,250,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Lancaster County, South Carolina" (the "2015C Bonds"), for the purpose set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the 2015C Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded are called for redemption in accordance with the provisions of the 2010 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the 2015C Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

Upon the delivery of the 2015C Bonds, the principal proceeds thereof, less issuance expenses, shall be deposited with the Paying Agent for the 2010C Bonds and used to redeem the Bonds to be Refunded.

The 2015C Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Regions Bank, Columbia, South Carolina, will serve as Registrar/Paying Agent for the 2015C Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the 2015C Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the 2015C Bonds; (b) determine the maturity dates of the 2015C Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the 2015C Bonds; (d) determine the redemption provisions, if any, for the 2015C Bonds; (e) determine the date and time of sale of the 2015C Bonds; (f) receive bids on behalf of the County Council; (g) determine the date of redemption for the Bonds to be Refunded, (h) award the sale of the 2015C Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the 2015C Bonds; and (i) whether the 2015C Bonds should be sold together with general obligation bonds and general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the 2015C Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the 2015C Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of 2015C Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the 2015C Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the 2015C Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each 2015C Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such 2015C Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered 2015C Bond or 2015C Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any 2015C Bond surrendered in exchange for a new registered 2015C Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered 2015C Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such 2015C Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such 2015C Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2015C Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring 2015C Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver 2015C Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of 2015C Bonds during the fifteen (15) days preceding an interest payment date on such 2015C Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of 2015C Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such 2015C Bond or in the case of any proposed redemption of 2015C Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of 2015C Bonds. In case any 2015C Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new 2015C Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute 2015C Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate 2015C Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed 2015C Bond or in substitution for any allegedly lost, stolen or wholly destroyed 2015C Bond shall be entitled to the identical benefits under this Ordinance as was the original 2015C Bond in lieu of which such duplicate

2015C Bond is issued, and shall be entitled to equal and proportionate benefits with all the other 2015C Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate 2015C Bond shall be borne by the applicant therefor.

SECTION 7. Execution of 2015C Bonds. The 2015C Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the 2015C Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the 2015C Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The 2015C Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each 2015C Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of 2015C Bonds. The 2015C Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for 2015C Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015C Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the 2015C Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the 2015C Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the 2015C Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina 1976, as amended, from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holders of the 2015C Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the 2015C Bonds to become includable in the gross income of the holders of the 2015C Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the 2015C Bonds. The County further covenants

and agrees with the holders of the 2015C Bonds that no use of the proceeds of the 2015C Bonds shall be made which, if such use had been reasonably expected on the date of issue of the 2015C Bonds would have caused the 2015C Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the 2015C Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the Code.

SECTION 13. Book-Entry System. The Initial 2015C Bonds will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial 2015C Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of 2015C Bonds of the same maturity or any integral multiple of \$5,000.

The Initial 2015C Bonds shall be issued in fully-registered form, one 2015C Bond for each of the maturities of the 2015C Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial 2015C Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the 2015C Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial 2015C Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the 2015C Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial 2015C Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository 2015C Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the 2015C Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the 2015C Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial 2015C Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants 2015C Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the 2015C Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of 2015C Bonds, Form of Notice of Sale. The 2015C Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the 2015C Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the 2015C Bonds so that it may be provided to the purchaser of the 2015C Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the 2015C Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the 2015C Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Paying Agent for the 2010C Bonds and used to redeem the Bonds to be Refunded. The remaining proceeds, if any, shall be deposited at the direction of the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the 2015C Bonds have been issued, including payment of costs of issuance of the 2015C Bonds.

SECTION 19. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the 2015C Bonds, and such 2015C Bond or 2015C Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such 2015C Bond or 2015C Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such 2015C Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the 2015C Bonds shall no longer be deemed to be outstanding hereunder, such 2015C Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and
- (c) general obligation bonds of the State, its institutions, agencies, counties and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service.

SECTION 20. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the 2015C Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor in connection with the issuance of the 2015C Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2015C Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of page intentionally left blank]

Enacted 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

Approved as to form:

County Attorney

Date of First Reading: January 26, 2015
Date of Second Reading: February 9, 2015
Date of Public Hearing: February 23, 2015
Date of Third Reading: February 23, 2015 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION REFUNDING BOND, SERIES 2015C

No. R-1

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this 2015C Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this 2015C Bond matures. Interest on this 2015C Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this 2015C Bond matures, and shall be payable by check or draft mailed to the person in whose name this 2015C Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this 2015C Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered 2015C Bond shall be paid by check or draft as set forth above.

This 2015C Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this 2015C Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This 2015C Bond is one of a series of 2015C Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2015.

[Redemption Provisions]

This 2015C Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this 2015C Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered 2015C Bond or 2015C Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this 2015C Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this 2015C Bond and the interest hereon are exempt from all State, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this 2015C Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this 2015C Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this 2015C Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the 2015C Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this 2015C Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within 2015C Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within 2015C Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within 2015C Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each 2015C Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of 2015C Bonds of which the within 2015C Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the 2015C Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 North Main Street, 2nd Floor, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2015, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds, Series 2015C, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$7,250,000 (the "2015C Bonds"). The proceeds of the 2015C Bonds will be used for any one or more of the following purposes: (i) refunding the County's outstanding General Obligation 2015C Bonds, Taxable Series 2010C Bonds (Build America Bonds – Direct Pay to Issuer); (ii) paying the costs of issuance of the 2015C Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the 2015C Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the 2015C Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015C,
OF LANCASTER COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2015, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Refunding Bonds, Series 2015C, of the County (the "2015C Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds, Series 2015C, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only 2015C Bonds: The 2015C Bonds will be issued in fully-registered form. One 2015C Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the 2015C Bonds and each such 2015C Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the 2015C Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the 2015C Bonds purchased. The winning bidder, as a condition to delivery

of the 2015C Bonds, will be required to deposit the 2015C Bond certificates representing each maturity with DTC.

The 2015C Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of 2015C Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the 2015C Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 15% of the 2015C Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the 2015C Bonds. In order to calculate the yield on the 2015C Bonds for federal tax law purposes and as a condition precedent to the award of the 2015C Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the 2015C Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the 2015C Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the 2015C Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the 2015C Bonds offered, without taking into account any adjustment in the amount of the 2015C Bonds pursuant to this paragraph.

The 2015C Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank, Columbia, South Carolina, is serving as Registrar/Paying Agent for the 2015C Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the 2015C Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all 2015C Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE 2015C BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The 2015C Bonds will be awarded to the bidder or bidders offering to purchase the 2015C Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the 2015C Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the 2015C Bonds, results in an amount equal to the price bid for the 2015C Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the 2015C Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the 2015C Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Refunding Bonds, Series 2015C of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of 2015C Bonds supplied with the Official Statement.

Official Statement: Upon the award of the 2015C Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the 2015C Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the 2015C Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the 2015C Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the 2015C Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the 2015C Bonds, stating the initial reoffering price of the 2015C Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the 2015C

Bonds were sold to the public, in form satisfactory to 2015C Bond Counsel. A sample copy of such a certificate may be obtained from 2015C Bond Counsel.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the 2015C Bonds, but neither the failure to print such numbers on any 2015C Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the 2015C Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The 2015C Bonds will be delivered on or about _____, 2015, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the 2015C Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the 2015C Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the 2015C Bonds. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the County's Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2015C (the "2015C Bonds"). The 2015C Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**2015C Bonds**" shall mean the \$_____ General Obligation Refunding Bonds, Series 2015C, Lancaster County, South Carolina, dated _____, 2015.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____, and any other original underwriter of the 2015C Bonds required to comply with the Rule in connection with offering of the 2015C Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2016, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following:

- (a) County population for the preceding fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for preceding fiscal year;
- (c) Outstanding general obligation indebtedness of the County;
- (d) Tax levy for County for preceding fiscal year;
- (e) Tax collections for County for preceding fiscal year; and
- (f) Ten largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

- TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
 - (8) Bond calls;
 - (9) Tender offers;
 - (10) Defeasances;
 - (11) Release, substitution, or sale of property securing repayment of the securities;
 - (12) Rating changes;
 - (13) Bankruptcy, insolvency, receivership or similar event of the County;
 - (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
 - (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected 2015C Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the 2015C Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2015C Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the 2015C Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2015

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina

Name of 2015C Bond Issue: \$ _____ General Obligation Refunding Bonds, Series 2015C,
Lancaster County, South Carolina

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named 2015C Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

LANCASTER COUNTY, SOUTH CAROLINA

Lancaster County Council

Notice of Public Hearing

The Lancaster County Council has scheduled a public hearing for February 23, 2015 at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex as posted at the main entrance. The purpose of the public hearing is to receive public comment on “An ordinance to amend the Lancaster County Code of Ordinances, Article II, Division 2 so as to add the necessary provisions for the creation, implementation and organizational structure for Lancaster County Council Standing Committees. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015 - 1331

Sponsor: Steve Willis

Date of Request: February 16, 2015

Issue For Consideration: The Administrator has suggested that the Infrastructure and Regulation Committee's name be changed to the Community and Public Services Committee.

Points to Consider: To accomplish the name change, an amendment to the ordinance at 3rd Reading will be necessary.

Funding and Liability Factors: N/A

Council Options: Change the committee's name through an amendment to the ordinance or allow the committee's name to remain as Infrastructure and Regulation.

Recommendation: None. Council's discretionary decision.

made up of all members of council.

- (c) **Standing Committees.** Standing committees may be established at the discretion of County Council.

Examples of such committees include, without limitation:

Administration.

Infrastructure and Regulation.

Public Safety.

All ad hoc committees established prior to the effective date of this ordinance are abolished.

- (d) **Assignment of county government functions to a committee-committee structure/committee assignments.** The Council Chairman shall provide a list of the various county divisions, departments, boards and commissions and other activities that are assigned to any standing committee established. These assignments may be changed, as necessary, by the Council Chairman, with the advice of the County Administrator. Any change in the committee assignment of various government functions shall not become effective until it is announced at a regularly scheduled meeting of the County Council and the Administrator has been notified in writing by the Council Chairman.
- (e) **Member assignments.** After consulting with council members regarding their preferences for committee assignments, the Council Chairman shall appoint council members to any standing committee established. Committee assignments shall be made for a period of two (2) years beginning with the first regularly scheduled council meeting in each January. The Council Chairman may, from time to time, make changes to committee assignments for any of the following reasons: to fill a vacancy; to accommodate a new council member; to respond to a formal request from a council member to change committees; to solve a schedule conflict; or to make changes in the committee chairmanships.
- (f) **Chairpersons.** The Council Chairman, in exercising the duties under subsection (a) above, may make changes to committee chair assignments as is seen fit, but must make the initial and any subsequent changes to committee chair assignments at a public meeting of the county council. The Council Chairman will make committee chair assignments for two (2) year terms.
- (g) **Council attendance.** All council members may attend any committee meeting, but

a member may cast a vote on a matter only if he or she is a voting member of that committee. If a member of council is in attendance at a committee meeting where he or she is not a voting member, that member may participate in the meeting. Committee members not in attendance at committee meetings may not cast a vote by proxy.

- (h) **Quorum.** A minimum of two (2) members of a committee will constitute a quorum. If a quorum is not met at any scheduled committee meeting, the matters scheduled to be discussed will be forwarded to the full council and clearly marked "forwarded without recommendation." If a particular item does not receive a majority vote, it will be forwarded to the full council and clearly marked "forwarded without recommendation." The committee chairman shall be the presiding officer over committee meetings. The committee, by majority vote, may designate one (1) of its members to serve as vice-chairman of the committee. In the absence of the committee chairman, the committee vice-chairman shall fulfill the duties of the committee chairman. Committees shall follow all the parliamentary and procedural rules of the county council, except that, any motion made in committee shall not require a second in order to be considered and voted on by the committee.

- (i) **Meeting schedule.** Committees shall meet as necessary to conduct the work of the committee. The chairman of each committee shall schedule committee meetings at a time decided by majority vote of the committee members. The chairman of each committee shall schedule special meetings of the committee as necessary. Committee schedules will be approved by the Council Chairman in order to ensure that meeting schedules do not conflict. A scheduled committee meeting may be canceled by the chairman of the committee with at least twenty-four (24) hours' notice to the committee members.

- (j) **Subcommittees.** Subcommittees may be created as the need arises by the committee chairman, but only as it appears necessary for a particular issue to be addressed in depth. All subcommittees will meet on a regularly scheduled committee day and may be dissolved by the committee chairman at his or her discretion.

- (k) **Agenda process.**
 - (1) The suggested format for committee agendas will be as set forth by the Council Chairman.
 - (2) . Proposed committee agendas will be prepared by the Administrator or a designee

and submitted to the chairman of each committee at least five (5) working days prior to the scheduled committee meeting. Committee members may also submit items directly to be put on the committee agenda and shall submit these items to the Clerk to Council at least five (5) working days prior to the scheduled committee meeting. Committee agendas will be approved by the appropriate committee chairman and the Council Chairman.

- (3) Once the committee agenda packet is in final form, it will be distributed to each committee member at least three (3) working days (not including the meeting date) prior to the meeting. A copy of the agenda only (not including any backup materials) will be distributed at the same time to each council member not on the committee.

- (l) **Public input** may be allowed at the beginning of each committee meeting. If provided for, no speaker will be allowed more than five (5) minutes, with the total number of speakers to be determined by the committee chairman with a view towards avoiding redundancy. If the committee chairman feels that the person providing input during this section of the agenda is addressing something which is irrelevant to the committee's business, he may interrupt or stop the speaker as seen fit and appropriate.

- (m) **Administrative and staff reports.** The County Administrator and the appropriate staff will report to the committee on any matter in which the committee may have an interest or of which the committee may need to be made aware.

- (n) **Form for action items.** All business to be considered by the committee for action must be provided by either a resolution or an ordinance and placed in the agenda packet with a briefing narrative. All discussion items must be accompanied by a briefing narrative. Resolutions shall be in a form approved by the County Administrator.

- (o) **Minutes.** Minutes of a committee meeting will be taken by either a qualified person assigned to the regular staff of a division or by the Clerk to Council, as the chairman of the committee chooses.

AND IT IS SO ORDAINED

Dated this 23rd 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: January 26, 2015
Second Reading: February 9, 2015
Public Hearing February 23, 2015
Third Reading; February 23, 2015

Approved as to form:

John L. Weaver, County Attorney

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015-1322

Contact Person/Sponsor: Steve Willis/Brian Carnes/Larry McCullough

Department: Administration & County Council

Date of Request: February 9, 2015

Issue For Consideration: Whether or not it is appropriate to again approve and adopt the changes to the operation of the county library system as approved at 1st reading.

At the 1st Reading of this ordinance, a number of proposed changes were suggested by the Administrator and several Council members. As you might remember, the ordinance was color coded to designate the proposed changes suggested by the various persons. All of the proposals were approved by Council, thus making it necessary to do a general rewrite of the ordinance for Council's consideration at 2nd Reading so as to add and delete certain provisions of the 1st Reading version to insure clarity and compliance with Council's directives.

Points to Consider: First, the ordinance as amended removes from the prior ordinance and will update the Lancaster County Code of Ordinances by removing a number of provisions that the Administrator has described as archaic and/or no longer applicable to the manner through which our county library system is funded. Additionally, the amended ordinance makes several significant changes to the operation of the library system, including the finances, payroll, etc. becoming the responsibility of the Finance Department rather than the library system handling that task independently. IT issues will in the future be handled by the county's IT staff rather than by the library's IT person. Invoices will be overseen, reconciled and paid by the Finance Department. Finally, there will be greater oversight of the library's budget issues through a coordinated interaction between the Library Board, the Library Director and the Administrator.

Funding and Liability Factors: There will be no liability issues associated with the implementation of this amended ordinance and no material funding differences other than several changes within the Finance Department through setting up new designated accounts, etc.

Council Options: Adopt the 2nd Reading version of the ordinance as amended or make additional changes, if any, deemed appropriate.

Recommendation: The Library Board and the Library Director have been advised and consulted regarding the upcoming changes and understand the benefits to the library system's efficient operation. The Administrator has recommended the ordinance being adopted as amended.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1322

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND CHAPTER 18 OF THE LANCASTER COUNTY CODE, RELATING TO THE LIBRARY SYSTEM, SO AS TO DELETE ARCHAIC AND DUPLICATIVE LANGUAGE; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) certain sections of Chapter 18 of the County Code need amending to delete archaic language;

(b) certain sections Chapter 18 of the County Code are duplicative of state law; and

(c) as a general rule the County Code should not simply restate state law.

Section 2. Chapter 18 – Library System.

Chapter 18 of the Lancaster County Code is amended to read:

Sec. 18-1. Established.

Pursuant to the provisions of Act 564 of 1978, codified as Section 4-9-35 et seq., South Carolina Code of Laws of 1976, there is hereby established the Lancaster County library system.

Sec. 18-2. Applicability of certain state law.

(a) All state laws and regulations relating to county public library systems shall apply to the library system created pursuant to Section 18-1.

(b) All employees of the county public library system shall be subject to the grievance provisions of S.C. Code 1976, Section 4-9-30(7) and shall be county employees and subject to the county's personnel policies; provided, however the Library Director shall be selected by the library board. Notwithstanding the above, the library board may set the employee working hours and holidays so long as they comply with all federal and state laws.

Sec. 18-3. Funding.

The county public library system shall be funded by annual appropriations by the county council plus aid provided by the state and federal governments and other sources.

Sec. 18-4. Fiscal procedures; budget.

(a) Annually, at a time designated by the county finance director, the library board shall submit a budget for the ensuing fiscal year adequate to fund the operation and programs of the library system. Such budget shall list all funds which the board anticipates will be available for the operation of the library system. All funds appropriated, earned, granted or donated to the library system or any of its parts shall be used exclusively for library purposes. All funds appropriated, earned, granted or donated to the library system, including funds appropriated by the county council, shall be deposited into a designated account maintained and controlled by the Lancaster County Finance Director. Expenditures from the library system's designated account are to be approved by the Library Director.

(b) All financial protocols relating to the library system including audits shall conform to the procedures established by the county council.

(c) The library system shall comply fully with Lancaster County Procurement Code. So as to insure the library system's compliance with the Lancaster County Procurement Code, the library board shall appoint one member whom, along with the library director, shall serve as liaisons with the Administrator and Procurement Director to better coordinate budgetary issues.

(d) All expenditures or contractual arraignments by the library system that exceed a budgeted category as approved by the council must be submitted to the County Administrator for his review and approval prior to the expenditure or the execution of the contractual arraignment.

(e) All financial procedures relating to the library system, including employee payroll, shall be administered by and through the county's finance department. In transferring this responsibility from the library system to the county finance department, the library system's information technology personnel and the library system's payroll and bookkeeping personnel shall be subject to reassignment within the county as determined by the County Administrator.

Secs. 18-5—18-20. Reserved.

Sec. 18-21. Composition; terms.

(a) The county library system shall be controlled and managed by a board of trustees, known as the county library board. The board shall be composed of nine (9) members appointed by the county council. One (1) member shall be appointed from each of the seven (7) county council districts, upon recommendation of the council member elected from that district; provided, however, residency in the council member's district is not required. Two (2) members shall be appointed at-large by the county council.

(b)

(1) The term of office for all board members is four (4) years. All terms end on June 30. A person who has served two (2) consecutive terms on the board is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; provided, however, upon a two-thirds vote of the county council members, a person may be reappointed to the board notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

(2) A member of the board who misses three (3) consecutive meetings of the board during any fiscal year or a total of five (5) meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the board chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.

(3) Any member of the board may be removed at any time by county council.

(c) Within one (1) year of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a board member.

Sec. 18-22. Officers; meetings.

(a) Each year, the board shall elect a chair, vice-chair, secretary, treasurer and such other officers as it deems necessary, and may make rules and regulations for the conduct of its business. The board shall meet not less than four (4) times each year and at other times as called by the chair, or upon the written request by a majority of the members.

(b) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the board chair and the county administrator.

Sec. 18-23. Powers; duties; functions.

The library board shall be authorized to exercise powers as to the policies of the county library which shall not be inconsistent with the general policies established by the county council and, pursuant to that authority, shall be empowered to perform the duties as found in sections 4-9-36 and 4-9-37 of the South Carolina Code of Laws, as may be amended from time to time.

Sec. 18-24. Annual report.

(a) The library board shall annually make a report of its activities, showing in summary form its receipts and expenditures, the libraries and bookmobile routes operated by it, the number of books, periodicals and other property owned by it, the character of the service rendered to the people of the county, including the number making use of its services, and such other pertinent facts as would show its activities during the preceding fiscal year. Reports shall be filed in the office of the for the county and copies shall be furnished each member of the county council.

(b) The county shall include the board in the annual independent audit of the financial records of the county.

Sec. 18-25. Freedom of information.

The Lancaster County Library Board is a public body within the meaning of Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act and, as such is required to give public notice of its meetings and agendas and attempt to notify the press thereof as required by the Act. Meetings may be closed only in accordance with statutory procedures in the Act.

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 shall become effective upon Third Reading. All reasonable and necessary steps required by the County Administrator, Human Resources, the Finance Director, the Library Director and the Library Board shall be implemented without delay so that a complete and final transition of all aspects of the directives and amendments outlined in this ordinance will be operational on July 1, 2015.

AND IT IS SO ORDAINED

Dated 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

	January 12, 2015	Tabled
	January 26, 2015	Referred
First Reading:	February 9, 2015	Passed 7-0
Second Reading:	February 23, 2015	Tentative
Third Reading:	March 9, 2015	Tentative

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1338

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTER 4, CONDITIONAL AND SPECIAL EXCEPTION USES, SECTION 4.1.17 MINI-WAREHOUSES SUBSECTION 6, OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE.

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

Section 1. MINI-WAREHOUSES

Section 4.1.17 Mini-Warehouses, Subsection 6 of the Lancaster County Unified Development Ordinance is deleted:

Section 4.1.17 Mini-Warehouses

Due to the need to better integrate mini-warehouses into the fabric of the community; all such uses shall meet the following requirements:

1. Mini-warehousing sites shall be at least two acres but not more than ten acres in size.
2. Lot coverage of all structures shall be limited to 50 percent of the total area.
3. Vehicular ingress/egress shall be limited to one point for each side of property abutting on a street lot line.
4. No business activities conducted by tenants other than rental of storage units shall be permitted on the premises.

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For 2nd Reading Consideration

5. There shall be no outside storage of materials.
- ~~6. None of the side walls of the structure shall be over 12 feet in height.~~
7. All outdoor lighting shall be installed so as not to exceed ten (10) feet in height and shall not shine or reflect directly onto any surrounding properties.
8. A Type 3 buffer yard, as defined in Chapter 12, shall be installed along any street frontage and any property line which abuts a residential district. All plants used to meet the requirements of the Type 3 buffer yard shall be evergreens.
9. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.
10. Individual storage units may be used for the storage of goods which are associated with any office, retail, or other business use. However, no business shall be allowed to operate from an individual storage unit.
11. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
12. No parking spaces or drive aisles are allowed in any required side or rear yard.
13. The minimum drive aisle width shall be 24 feet in width and the entrance shall be setback a minimum of 75 feet from the right-of-way or easement line of the street from which the site has access.
14. The entrance to the site shall have a gate. The gate shall be setback a minimum of 75 feet from the right-of-way or easement line of the adjacent street. This space is required to allow for one (1) tractor trailer and one (1) automobile to be stacked while waiting to open the front gate.
15. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.
16. The maximum building height limitation for B-3, General Commercial District is 50 feet; I-2, Heavy Industrial District is 60 feet; and all other zoning districts are 35 feet.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED,

This 9th day of March, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	February 9, 2015	Passed 7-0
Second Reading:	February 23, 2015	Tentative
Third Reading:	March 9, 2015	Tentative

Approved as to form:

County Attorney

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For 2nd Reading Consideration

AND IT IS SO ORDAINED

Dated 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:	February 9, 2015	Passed 7-0
Second Reading:	February 23, 2015	(TENTATIVE)
Public Hearing	March 9, 2015	(TENTATIVE)
Third Reading:	March 23, 2015	(TENTATIVE)

Approved as to form:

John L. Weaver, County Attorney

STATE OF SOUTH CAROLINA

REAL PROPERTY LEASE

COUNTY OF LANCASTER

This Lease is made and entered into as of the ____ day of March, 2015 by and between **LANCASTER COUNTY, SOUTH CAROLINA**, (“County”) and **UNITED GLOBAL SOLUTIONS, INC.** (“Company”), a business entity formed and existing under the laws of the State of South Carolina, and authorized to do business in Lancaster County, South Carolina.

WITNESSETH

WHEREAS, County is the owner of that certain parcel of property containing 5.578 acres identified as 3758 Charlotte Highway, Lancaster, South Carolina; Tax Map Number 0032-00-018.00, and

WHEREAS, Company desires to lease, occupy and use both the acreage and the building located thereon to conduct its materials distribution business; and

WHEREAS, County is willing to authorize and allow Company to lease, occupy and utilize the building and surrounding outside premises, subject to the restrictions and terms provided herein:

NOW, THEREFORE, County and Company agree as follows:

1. Lease. County hereby leases and authorizes the Company to occupy and use the approximately Twenty Two Thousand Three Hundred Sixty (22,360) square foot building together with any surrounding curtilage and parking (“Property”) to be utilized for Company’s materials distribution business.
2. Term. The term of this Lease shall commence on March 10, 2015, and it shall continue in force and effect until February 29, 2020, but no longer than the sixty (60) months from the date of commencement unless otherwise earlier terminated. After actual physical occupancy of the property by Company, either party may terminate this Lease for any reason by giving at least ninety (90) days written notice to the other party. Any act of default hereunder, including without limitation failure to pay the monthly lease payment when due, shall terminate any right, license or permission for use of the entire property immediately upon event of default. This Lease shall not be renewed or extended, nor shall another such Lease be entered into between the same parties.
3. Use. During the term hereof, Company shall occupy and use property authorized by County solely in connection with its materials distribution facility, to the extent permitted by and fully in compliance with all applicable rules, regulations, and requirements of any Federal, State, City or County regulatory agency having jurisdiction over the Company’s operations. Company shall also fully comply with all safety and security policies/directives as established by Lancaster County.

Company's employees and customers will have reasonable access to and from and the right to use and occupy property for the sole purpose of engaging in or furthering Company's business.

4. Lease Payment; Late Payment; Taxes.
 - A. Lease Payment. As the monthly lease payment for occupancy and use of the property, Company shall pay County monthly payments of **Three Thousand Seven Hundred Twenty Six (\$3,726.00) Dollars** per month for its use of the property from March 10, 2015 through February 28, 2018. Company shall pay said amounts without set-off or deduction, in advance and without demand on or before the first day of each month during the term hereof. Thereafter, beginning March 1, 2018 and continuing on monthly through the ending term of this lease, February 29, 2020, Company shall pay County monthly payments of **Five Thousand Five Hundred Ninety (\$5,590.00) Dollars** subject to the same payment terms and conditions noted herein.
 - B. Late Payment. Company acknowledges that the late payment by Company of any monthly installment of lease payment or other charges will cause County to incur certain costs and expenses not contemplated under this Lease, the exact amount of which are difficult or impracticable to determine. Therefore, if any such amount owing is not received by County within three (3) days following the due date thereof, Company shall immediately pay to County a late charge of **Two Hundred (\$200.00) Dollars** in addition to the monthly lease payment noted above.
 - C. Taxes. Beginning in 2015 and continuing throughout the Company's occupancy and usage of the facility and surrounding acreage, all real property taxes and personal property taxes assessed upon the property being utilized and occupied by the Company shall be the sole responsibility of the Company. All taxes of any type shall be paid by the Company in a timely fashion.
5. Utilities and Services. County shall supply access to water, natural gas and electricity to the extent and capacity of the currently existing mains, lines, transformers, and panels. Company shall be solely responsible for the payment of all utility charges, telephone, trash removal, hazardous waste removal and other services used by Company in or on the property, to include hook-up fees, advanced deposits or other such costs, regardless of whether the utility charge is incurred in the name of Company or County. Company shall accept transfer of all applicable utility meters to Company's name when so tendered by County. In the event Company incurs any utility charge in the name of County, Company shall reimburse County for the full amount of the charge within five (5) calendar days of the date of written notice to Company of the amount of the charge. County assumes no responsibility for interruption of such services for any reason whatsoever.
6. Cleaning and Maintenance. Company, at its sole cost and expense, shall keep the facility

and outside property in a clean, neat and orderly condition at all times, and shall be responsible for maintaining all non-structural elements, including without limitation plumbing and HVAC. Company understands that it is responsible for the conduct of its guests, permittees, invitees, and licensees on the premises. Company shall not store any personal property exterior to the building on the unimproved premises associated with the building. Company is prohibited from taking any action which would negate or void the warranty, if any, on the roofs of any building within its facility

7. Alterations. Company may make an alteration, addition, or improvement to the facility with the prior written approval of the County Administrator. Company shall submit a written request for permission to perform such alterations, which shall include a description of the improvements, a site plan, and any other documentation requested by the County Administrator to demonstrate the suitability of the improvements or alterations. Unless County elects otherwise, all permanent alterations, additions, or improvements to the facility shall become the property of County upon termination. All agreed upon improvements must be made in a workmanlike manner, in accordance with all applicable statutes, ordinances, rules and regulations, including without limitation applicable building codes, and may be made only upon written approval of County's Building Department after review of complete plans for such improvements.

8. Grant of Option. For and in consideration of the Option Fee payable to the County as set forth herein, County does hereby grant to Company the exclusive right and Option to purchase the 5.578 acre premises upon the terms and conditions set forth herein.
 - a. Payment of Option Fee. Company agrees to pay County Option Fee of **Twenty Five Thousand (\$25,000.00) Dollars** upon the exercise of the option. It is understood and agreed that the Option Fee shall be considered as a credit toward the final negotiated sales price. The exercise of the option must be in writing provided to the County at the address noted herein. The Option Fee must accompany the written notice. The date of sending the notice shall be the Option Exercise Date. In the event that the Company does not exercise its exclusive right to purchase the property through the closing and transfer of the property within one hundred twenty (120) days of the Option Exercise Date, this Option shall become absolutely null and void and neither party shall have any liability regarding this Grant of Option to the other. However, the voiding of this Option by the Company's failure to close shall not infringe upon nor lessen the Company's right to continue utilizing the property for the remaining months of the lease.
 - b. Purchase Price. The price of the 5.578 acres and all improvements thereon from which the County and Company shall decide upon a final sales price will be initially narrowed by the written valuation of the property by two (2) independent certified MAI appraisers. The County shall select one appraiser and be fully responsible for the cost of the services rendered by that appraiser. Likewise, the Company shall select the second appraiser and shall be fully responsible for the cost of the services rendered. It is agreed and understood that the selection of the two appraisers shall be an open process and that the selected appraisers will be acceptable to both parties. Upon presentation and review of the two appraisals by the County and the Company, the parties shall negotiate a final purchase price that both parties believe to be fair and reasonable. If a final purchase price cannot be

agreed upon, the Twenty Five Thousand (\$25,000.00) Dollars Option Fee shall be returned to the Company.

8. Right of Entry. Prior to the Company's purchase of the property, should such occur, County shall have the right to enter the facility and grounds at any time for any reasonable purpose.
9. Compliance with Law.
 - A. General Compliance. Company will comply with all applicable statutes, ordinances, rules, regulations, orders and directives of any governmental authority, including County, in its occupancy and use of the property
 - B. Acceptance of Premises. Company accepts the property in its "as-is" condition and County has no obligation to improve, repair, restore, or alter any portion of the property. Company acknowledges that neither County nor any agent, employee, director or official of County has made any representation or warranty, except as otherwise expressly provided in this Lease, with respect to the property and facility including, without limitation, any representation or warranty with respect to the suitability or fitness of the building or any portion thereof for the conduct of Company's business.
 - C. Jurisdiction of Other Agencies. If Company's activities and operations shall in any way fall within the jurisdiction or regulatory authority of other governmental agencies, including without limitation the South Carolina Department of Health and Environmental Control ("DHEC"), Company must secure and produce evidence of such agency's final approval of such operations or occupancy of Space. If such activities and operations fall outside DHEC's jurisdiction, Company shall procure and submit to County the statement of an appropriately authorized DHEC representative to that effect. Company acknowledges that its representations and warranties pursuant to this subsection are material to the County's agreement to authorize the Company's use of the property.
10. Release and Indemnity.
 - A. Release. Company hereby releases County from any liability to Company for any loss or damage to any property of Company, its officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees, and for the death or injury of any officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees of Company, occasioned by theft, fire, acts of God, public enemy, injunction, riot, strike, insurrection, war, governmental body or authority including County, or any other matter beyond the control of County, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the facility, or failure to make repairs, or for any cause whatsoever, except the sole negligence or willful misconduct of

County.

B. Indemnity. Company hereby releases and will defend, indemnify and hold harmless County, its departments, agencies, boards, commissions, committees, officers, directors, employees, and agents and assigns of any of them (“Indemnified Parties”) from and against any and all liability, claims, penalties, fines, causes of action, suits, liens, losses, loss of use, damages, costs and expenses of any kind (including legal fees and litigation costs) which may be suffered by, accrued against, be charged to or be recoverable from the Indemnified Parties by reason of:

(1) any occurrence, in, upon, or at the property, however caused, or any cause of action of any nature whatsoever, in law or equity, arising out of or incidental to this Lease or the use or occupancy of the facility and/or outside grounds; and/or

(2) any occupancy, use, or misuse of the facility, or the areas surrounding the facility, or the service areas, parking areas, pedestrian areas, pedestrian walks or driveways in or around the facility, by Company, its officers, directors, employees, agents, customers, concessionaires, vendors, contractors or invitees, including without limitation uses or misuses which may render the premises subject to the Americans with Disabilities Act in whole or in part; and/or

(3) any violation of any law, regulation or ordinance by Company or its employees, officers, directors, agents, customers, concessionaires, vendors, contractors or invitees; and/or

(4) any occurrence arising in whole or in part out of the negligent act, or negligent failure to act, of Company, its officers, directors, employees, agents, customers, vendors, contractors or invitees.

The provisions of this section shall survive the expiration or early termination of this Lease.

C. Environmental Indemnification. Company shall also indemnify, defend (with counsel satisfactory to County), and hold County, its departments, agencies, council, boards, commissions, committees, members, officers, directors, employees, and agents and assigns of any of them harmless from and against any and all loss, cost, damage, expense, claim, cause of action, judgment, penalty, fine or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling or presence of Hazardous Materials on, under, or about the facility in violation of Company’s obligations under this Lease (“Hazardous Materials Release”). This indemnification shall include, without limitation, (a) personal injury claims, (b) the payment of liens, (c) diminution in

the value of the property, or any building located thereon; (d) damages for the loss or restriction on use of the facility; (e) sums paid in settlement of claims, (f) actual attorneys' fees, consulting fees, court costs, and expert fees, (g) the cost of any investigation of site conditions, (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authority or deemed necessary in County's reasonable judgment, (i) and any fines associated with Company's activities. County shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings or action initiated in connection with the Hazardous Materials Release. County may also negotiate, defend, approve, and appeal any action taken or issued by any applicable governmental authority with regard to a Hazardous Materials Release. Any costs or expenses incurred by County for which Company is responsible under this Paragraph or this Lease and has indemnified County, (i) shall be paid to County on demand, during the term of this Lease as additional lease payments; and (ii) from and after the expiration or earlier termination of the Lease shall be reimbursed by Company on demand. Company's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease and shall bind Company's successors and assignees and inure to the benefit of County's successors and assigns.

11. Insurance Required. Company agrees to purchase and keep in force and maintain at all times during the term of this Lease, at its own expense, for the benefit of itself and County as additional named insured, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina all insurance as may be required under any applicable minimum standards for Lancaster County. At minimum, Company agrees to insure against: (A) all liability for damage to or loss of Company's and its customer's property located on the acreage, (B) liability for property damage and personal injury or death arising from acts or omissions of Company, its agents and employees, (C) liability for any damage or harm resulting from any release of any hazardous material, as that term is defined by the United States Environmental Protection Agency, including, but not limited to, costs of remediation or mitigation of such release of hazardous materials, and (D) Workers Compensation claims of all employees. Said insurance shall be maintained throughout the term of this Lease with an insurance company acceptable to County with liability limits of at least \$1,000,000.00 where such limits are not otherwise set forth in any applicable minimum standards. The policy or policies shall contain a contractual liability endorsement expressly covering the indemnification provisions of Section 10 of this Lease. Company shall also purchase, at its own cost and in its sole discretion, such business interruption or other insurance to protect Company's interest in the event of major or minor damage or disaster to the facility.

This Lease shall not become effective until Company shall provide to the Lancaster County Attorney a copy of certificate(s) evidencing the above insurance. The certificate of insurance shall provide that no material alteration, reduction, or termination of coverage shall occur without the insurance carrier giving County at least thirty (30) days' written notice prior to such alteration, reduction, or termination.

12. Subuse and Assignment. Company shall not allow any other entity to occupy or use any of the property without the written consent of the Lancaster County Council and no attempted assignment of this Lease by Company shall be effective.
13. GOVERNING LAW. THIS PERMIT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. This Lease is not subject to alternative dispute resolution except where ordered by a court of competent jurisdiction or required by operation of law. The forum for any action or claim brought as a result of this contract shall be the Court of Common Pleas, Lancaster County, South Carolina.
14. Entire Agreement/Amendment. This Lease constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, representations and understandings concerning the same, whether written or oral. The provisions of the Lease may be modified, amended or waived only by a written instrument executed by County and Company.
15. Termination of Lease. In the event of termination of this Lease by either Party, Company shall promptly cause to be removed all personal property from the facility and real property. Any property left on leased premises by Company and remaining there fifteen days after the date on which Company either vacated the property or should have vacated the property according to the notice of termination sent by the terminating party, may be deemed, at the sole and exclusive option of the County, abandoned. Once so deemed, such property shall become the exclusive property of the County and may be disposed of as such in accordance with applicable statutes, ordinances, and County procedures. Alternatively, County may have such property removed, at Company's sole expense.
16. Notices. Any notices required or sent hereunder shall be in writing and shall be sent as follows:

As to County:

Lancaster County
Attn: Steve Willis, County Administrator
Post Office Box 1809
Lancaster, South Carolina 29271

As to Company:

United Global Solutions, Inc.
Attn: Michael Hosseini, CFO-CIO
Post Office Box 19589
Charlotte, North Carolina 28219

Either party from time to time may change its address by written notice to the other party. Notices hereunder shall be deemed effective when delivered by hand delivery or

overnight courier, or three days after deposit in the United States mail, first class, postage prepaid.

WITNESS the signatures of the parties as of the date first written above.

ATTEST:

LANCASTER COUNTY:

By: _____

Its: _____

Date: _____

ATTEST:

UNITED GLOBAL SOLUTIONS, INC.

By: _____

Its: _____

Date: _____

Lancaster County Council Agenda Item Summary

Date of Request: February 16, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Amending Procurement Code to make single brand equipment a goal of Lancaster County.

Points to Consider:

The proposal would make name brand acquisition a goal of Lancaster County. Which brand would depend upon an analysis of Fleet Operations as to the road worthiness, dependability, ease of service, lowest life cycle cost of the vehicle.

As an example, this ordinance does not specify Ford, Chevrolet, Dodge, GMC, or other brand of pickup truck. The goal is to use whichever one proves to be most advantageous and stick with it. This reduces costs for parts inventory, tools including computer diagnostic software and cables, and training for the staff; all of which would be far more costly with multiple makes and models for the same type vehicle.

Funding and Liability Factors:

Admittedly this may be more costly on the front end but other localities have found this saves far more over the life span of the vehicle. Our own Fleet Operations department has found this to be true locally.

Options:

Approve the ordinance, modify the ordinance, or reject the ordinance.

Recommendations:

I recommend approval of the ordinance.

Attachments: Article from Government Fleet magazine

Sign off by: (initial)

County Administrator *AW*

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____



MANAGING PUBLIC SECTOR VEHICLES & EQUIPMENT

Standardization Offers Servicing & Budgeting Benefits

March 2009, Government Fleet - Cover Story

By Staff

Standardizing the vehicle platforms that comprise a fleet offers several benefits, including improved maintenance servicing, streamlined parts and fluids inventories, enhanced operational efficiency and driver safety, and expedited specification and bid processes.

Downsides to standardizing fleet vehicles include potentially higher acquisition costs, inability to take advantage of new technologies or vehicle innovations, and greater risk of excessive downtime due to model recalls or design flaws.

Standardization can be accomplished in a relatively straightforward way when limited to specific platforms, but standardizing more widely, across a number of platforms for a large portion of a fleet, can be trickier.

VEHICLE SERVICING & FLEET IMAGE BENEFIT

The City of Napa, Calif., operates a fleet of close to 300 vehicles, including a number of standardized platforms, said Chris Burgeson, fleet manager. "That's the kind of thing we're trying to do as much as possible," he said.

Napa's vehicles for the fire, parks and recreation, police, and public works departments are maintained by four mechanics. "It's a tight staffing level," Burgeson noted. "We don't have a whole lot of room for learning as we go."

The fleet department as a whole benefits when mechanics are familiar with the vehicles they service, Burgeson said. "It means when they lift that thing up on the rack, they know their way around that vehicle and under the hood of it. It's not as if they have to start from square one and familiarize themselves with it."

There are other advantages. "It gives me the ability to standardize some of the mechanics' training," Burgeson said. "They can be focused on one make, model, and configuration. It means there's a certain consistency to the fleet."

That extends to the fleet's appearance, on which Burgeson puts a premium.

"One consistent look presents a professional image," he noted, instead of "apples, oranges, pears, and grapes."

One standard configuration in the Napa city fleet is used for building inspectors and code enforcement personnel vehicles. "We can now stock one oil filter for all trucks for all building inspectors," Burgeson pointed out.

But a standardized platform sometimes must be changed for reasons beyond a fleet's control. That's the case for the Napa police department, which, like many police departments, has been a long-time user of the Ford Crown Victoria.

"That is about to change," Burgeson said. "Ford is going to quit making that car in 2011. So we're searching for what the next standard platform is going to be."

The police department fleet numbers about 22 patrol cars, Burgeson said, and it will take a number of years before all Crown Victorias have been phased out. This year, the Crown Victoria is likely to remain the standard platform. However, Burgeson said he might "throw one car in the mix," possibly a Dodge Charger, as a candidate for the new platform. "We'd purchase one of those and put it in the fleet as a test bed," he said. "We'd want to know a little bit about that car" before settling on it, he said.

Standardizing often leads to cost reductions or improved cost controls in virtually everything related to maintenance, Burgeson said, including special tools. "We don't need a bunch of special tools. We just need the right ones for that particular make and model."

In addition to specialty tools, simplifying the array of vehicle components such as drivetrains, transmissions, and brake systems reduces the type and number of test equipment, software updates, and subscriptions required for fleet servicing.

Standardized vehicles, parts, and supplies also minimizes specifications and bid evaluations, reducing the workload for each new purchase.

CITY OF OXNARD SEEKS BROAD-BASED PROGRAM

Daniel Berlenbach, fleet services manager for the City of Oxnard, Calif., plans to ask the city council's approval in the near future for a process that would result in a more broad-based standardization of the city's fleet. The approach would request bids for a three-year contract solicited from local dealers representing one OEM or another - Ford or Chevrolet dealers in the area, for example - and would include training and access to diagnostic software.

The request most likely will call for bids to supply 6-10 fairly standard models, Berlenbach said, including compact, half-ton, full-size, and Crew Cab pickup trucks, "and see how each manufacturer responds, not only in terms of cost, but in terms of those other aspects" - training and access to diagnostic software.

For the term of the contract, the City would still solicit competitive bids, but only from the local dealers of the originally selected OEM.

Rather than being a change in the bidding process, Berlenbach said, "It's an exception to the rules."

This method of standardizing offers certain advantages, Berlenbach said, including greater parts and supplies efficiency. With greater similarity in vehicles, the parts department can streamline inventories and size.

"You can standardize training and the parts you're buying, and build some expertise among your folks so you become more efficient," Berlenbach noted.

Vehicle similarity also provides a user group benefit. Drivers become familiar and at ease with the vehicle's operation, controls, displays, and capabilities. Such familiarity helps promote safe driver habits and operations. Additionally, flexibility in vehicle assignments is facilitated when drivers are trained on a few standard model units.

SAN DIEGO COUNTY REQUESTS LONGER-TERM, SINGLE-SOURCE BIDS

Another way to facilitate fleet standardization is to request longer-term, single-source bids.

When the County of San Diego wanted to standardize the light-duty vehicle segment of its fleet some years ago, it put out a request for single-source bids, recalled John Clements, fleet manager for the County. The term was one fiscal year, but there was a clause: the OEM represented by the winning bid would be the county's car manufacturer for five years.

As it happened, a Ford dealer won that bid, Clements said, and Ford has been the county's car company since. When the County requests bids for light-duty vehicles, it does so only from Ford dealers in the surrounding region.

The County has no signed contract with Ford, Clements emphasized, but he has the governing board's approval to buy Ford if he wants to.

"If quality, price, or availability of certain vehicles changes, we can go back to [conventional] competitive bidding," Clements said. "It's worked very, very well for us."

Of course, in a fleet that numbers approximately 3,900 pieces, there are bound to be exceptions.

"One of the biggest exceptions to our Ford program," Clements said, "is our undercover law enforcement vehicles. You can't have everybody driving a Ford Taurus."

STANDARDIZATION PRESENTS RISKS, CHALLENGES & LIMITS

There are challenges to standardizing, and limits to how far it can be taken. Bid competition is reduced as lifecycle costs, rather than the lowest-priced bid, become the determining factor in selecting vehicles. Unless the standardization process is implemented carefully, less competition can lead to higher acquisition costs.

Locking in one vehicle manufacturer may prevent a fleet from taking early advantage of new technologies or design innovations introduced in another manufacturer's product line.

Still another risk in standardizing a fleet is heightened when an OEM recall or product design flaw impacts a significant portion of the fleet's vehicles, leading to excessive downtime and loss of productivity.

To standardize a fleet properly, information about user vehicle or equipment needs must be as accurate as possible. "My customers are all of the using departments," said Napa's Burgeson. "It's their job to tell me what they need. It's my job to get the right fit for that need. Occasionally, they have a need that just doesn't find an application with any of our standard platforms. In that case, we have to veer off course a little bit and get something that's a little bit more of a one-off. It's inevitable that there are exceptions. The key is to try to limit them as much as possible."

Burgeson cited some reasons that lead a fleet to deviate from standard specs, including "dollars and cents."

"It's hard to argue with that," he said, "but you've got to weigh the short-term dollars and cents with the long-term dollars and cents."

Another reason for deviating from standardized specs is a lack of availability in the standard platform that will serve user needs. In such cases, "you go with what's available," Burgeson said. Likewise, in the case of more specialized pieces, little flexibility may exist.

'PIGGYBACKING' ADVANTAGES MAY OUTWEIGH STANDARDIZATION

An opportunity to piggyback on another agency's contract could also prompt a deviation from a standardized platform, Burgeson noted.

Built into some requests for proposals is a clause stipulating that other government agencies can participate on the winning bid. "We can get the same vehicle for the same price," Burgeson said. "It satisfies the need to have all of our equipment competitively bid. We're not sole-sourcing it, but we didn't go through the bid process. We're jumping on the back of another agency that has already gone through all of that administrative effort."

The piggybacking agency is involved in tracking what colleagues are purchasing or seeking to purchase and finding a winning bid suited to its needs.

"Fleet managers are a pretty tight-knit group," Burgeson said, when asked how he typically learned of piggybacking opportunities. "We'll reach out at a trade conference and start asking if anyone made a recent purchase." Word-of-mouth and e-mail can lead to finding a fleet that might be purchasing likely vehicles, Burgeson added.

"We have a 'semi-standard' for our larger trucks - in the 26,000-33,000 lb. GVW range," Burgeson said. "We got a chance to piggyback on a bid process that went out for similar trucks. The engine platform was different than what we've been 'quote-unquote' standardizing on, but in that case there was a pretty significant monetary advantage to going with that existing bid. So we did." Napa purchased two trucks in that instance, Burgeson explained.

"There are some real advantages to going that route," he said. "We don't want to compromise what we really want, but if our needs mesh well with the existing specification of another agency, then it just might be the way to go."

Since standardization offers definite benefits, Burgeson said, "We try to do it as much as possible. And where we can't do it we just take a measured approach," sticking with conventional specs and avoiding the out-of-the-ordinary as much as possible.

CONTRA COSTA COUNTY LIMITED BY VEHICLE MODEL UNAVAILABILITY

The County of Contra Costa, Calif., fleet is fairly standardized, according to Rick Ranger, fleet manager. "All around, I think it's a great idea," he said. "We're pretty much Ford-dominant."

Mechanics get to know the fleet vehicles and equipment well, and a standardized fleet has the added benefit of simplifying operations for the parts department, Ranger also noted. The county fleet has some 1,200 vehicles, maintained by 12 mechanics who work at the fleet's single facility in Martinez, Calif.

Ranger, like other government fleet managers, noted that factors beyond his control can limit the degree of achievable standardization.

"We had to change minivans because the Ford Windstar was no longer available, so we went with the Chevy Uplander," Ranger

said. Such developments, plus the requirement to seek the lowest bidder, can force a fleet to maintain a more mixed roster of makes and models than it would otherwise.

The Uplander, for example, was not the low-bid passenger van in response to the most recent bid request. Now the fleet is going with the Dodge Grand Caravan, Ranger said. More variety in vehicle make and model presents more differentiation in parts and service and a further drift away from standardization.

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Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015-1326

Contact Person : Bryant Cook
Sponsor: Administrator

Department: Procurement

Date of Request: February 2, 2015

Issue For Consideration: Whether or not it is in the best interest of Lancaster County to amend Section 2-266 of the Lancaster County Code of Ordinances (Procurement procedures exemptions) so as to add an exemption for “brand name” equipment and machinery.

Points to Consider: The purpose of a procurement code is to have an established method so as to insure competitive pricing for county purchases. What is being proposed is an exemption for the most expensive type machinery and equipment that Lancaster County purchases from time to time. As I am told, the purpose for this is to benefit the heavy duty-equipment maintenance staff by having the need for only a single brand of replacement parts. Additionally the work process on repairs and renovations would be simplified by having the need for the county’s maintenance staff to work on only a single brand. In the past, I have asked for some documentation or some financial proof this change would be in the county’s best financial interest. I have had no response. In reality, Lancaster County does not do its own major repair work on heavy duty equipment and machinery – it is sent to the dealership and we pay the bill. Accompanying this summary is a listing of the repairs paid to outside shops for work on the county’s Mack truck(s). The total is \$86,717.76. Mack apparently is the preferred “brand name”, but if Lancaster County sends out most repair projects, there is no advantage to having only a single brand and losing the competitiveness from competing brands (Mack, Caterpillar, Freightliner, Ford, etc., etc.).

An example of competitiveness during the budget year is shown by two price pages accompanying this summary. The county wanted an “emergency”, single, no-bid, Mack truck purchased last fall. The price in Charlotte was \$104,300. The same basic truck, although a different brand (Freightliner) was \$95,419 through the state contract system, a savings approaching \$9,000. I could not approve the emergency nature of the purchase under our Procurement Code, and the suggestion that we would be better off for future in-house repairs with this “brand name” Mack was not supported by earlier off-site repair billings.

My concern with a “brand name” exemption relates only to expensive, heavy duty equipment and machinery. County autos and light duty trucks can be serviced and repaired in-house. Lancaster County generally buys off a state contract or requests bids directly from dealers for these purchases.

Funding and Liability Factors: Risk liability is not an issue as Council considers this amendment to the Procurement Code. Should Council decide to amend the code to add “brand name” as an exemption, the change would be legal and I would insure that the Procurement Department would fully comply. However, I have no evidence that this change will benefit the county financially and, in fact, would be detrimental.

Council Options: Either pass the ordinance by adding “brand name” to the exemptions or reject the ordinance and continue with competitive bidding.

Recommendation: Until such time as it can be shown definitively that there is a reasonable savings to the county by purchasing only a single brand of major equipment or machinery or until such time as our staff has sufficient mechanical training and experience to make those repairs that historically have been sent out to the dealership for repairs, the Procurement Director sees no benefit to the county in adopting a single brand concept for heavy duty, expensive equipment.

We have spent \$86,717.76 outsourcing the repair of Mack in a little over a year.

19991	Mack Truck	Engine Replace #330	\$20,854.96
20046	Mack Truck	Engine Repair #333	\$3,928.16
20154	Mack Truck	Repair Transmission Tanker 1922	\$2,000.00
20312	Mack Truck	Replace Injectors #834	\$3,717.84
20505	Mack Truck	Replace ERG Coolers #332	\$1,070.08
20506	Mack Truck	Transmission Repair #335	\$4,874.87
20635	Mack Truck	Engine Harness Vehicle #62	\$1,568.11
20749	Mack Truck	Replace Engine #334	\$30,780.00
20817	Mack Truck	Repair Engine 842	11,843.61
20829	Mack Truck	Repair Exhaust System	2,500.00
20873	Mack Truck	service and repair brakes	3,580.13

~~\$86,717.76~~

September 11, 2014

Brandon Elliot
Maintenance Director
Lancaster County
1980 Pageland Hwy
Lancaster, SC 29721

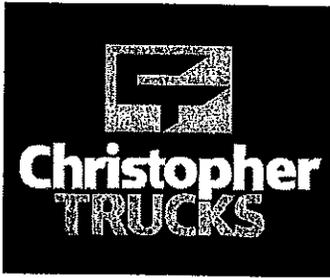
Dear Brandon:

Mack of Charlotte can sell the 2015 Mack CXU613 to Lancaster County for ~~\$104,300~~. This price includes the two line wetline system and the \$300 sales tax. I can be reached at 704-618-9959

Sincerely,

John Clark
Account Manager
Mack of Charlotte
704-618-9959 (Direct)





PO Box 8677, Greenville, SC 29604
1601 White Horse Road • Greenville, SC 29605

864-269-2131 • 1-800-327-8394

www.christophertrucks.com

August 26, 2014

Lancaster County, SC

STATE CONTRACT #4400007269

\$ 86,760.00

ADD for Body & Equipment:

-Wet Line Kit Installed 3,785.00

ADDS for chassis:

-Air Slide 5th Wheel 1,048.00

-Higher Hp and Torque engine 406.00

-Increased torque transmission 280.00

-Longer wheel base and longer and heavier frame 523.00

-Dash mounted PTO switch with indicator lamp 95.00

-Drive tread on rear tires versus steer tread 190.00

-PTO for wet line kit 753.00

-Increase front axle & suspension to 13,300# 386.00

-Full locking differentials for both rear axles 799.00

-Front tow hooks 93.00

-Tilt/Telescopic steering wheel 251.00

DEDUCTS for Chassis:

-Auxiliary power connectors and wiring under hood -250.00

SUB-TOTAL \$ 95,119.00

South Carolina Sales Tax

300.00

TOTAL ~~\$ 95,419.00~~

-This also includes the extended warranty on the engine and exhaust after treatment of 5 years/200,000 mi (whichever comes first)...

(PLEASE NOTE: BE SURE TO REFERENCE STATE CONTRACT NUMBER ABOVE ON YOUR PURCHASE ORDER TO CHRISTOPHER TRUCKS, INC.)

Bruce Ponder

Steve Willis

From: BRANDON S ELLIOTT
Sent: Wednesday, February 04, 2015 12:35 PM
To: Steve Willis; John Weaver; Bryant J. Cook
Subject: Mack Truck Repair Bills
Attachments: sole source quantifing.docx

Gentleman,

The 11 Mack Truck repair invoices from last year totaled \$86,351.81. However, \$61,507.11 was spent on repairs to International trucks, \$2,000 was spent on a transmission rebuild on a KME/Ford fire truck with the remaining amount of \$22,844.70 spent on Mack truck repairs. \$11,843.61 was spent on a Mack truck that is pushing 500,000 miles. We normally do not have trucks with that many miles on the road every day so those types of repair cost are not the normal. Also, there is a repair to Mack truck for \$3,579.80, this was a complete brake rebuild and service, this would have normally been done in house but at that time we were short handed and also overloaded with work already. I opted to send the repair out to prevent excessive down time and keep Public Works the vehicles they needed to perform their daily jobs. If you take those two repairs totaling \$15,423.41 out of the \$22,844.70 all that remains is \$7,421.56. We have 14 Mack trucks currently.

Brandon Elliott
Fleet Operations Director
Lancaster County
P.O. Box 1809
Lancaster, SC 29721
803-416-9693 (office)
803-285-6472 (fax)

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

PO#	Vendor	Make	Model	Cost
19991	Mack Truck	International	4300	\$20,854
20046	Mack Truck	International	4300	\$3,928.16
20154	Mack Truck	KME/Ford	F750	\$2,000
20312	Mack Truck	Mack	GU713	\$3,717.84
20505	Mack Truck	International	4300	\$1,070.08
20506	Mack Truck	International	4300	\$4,874.87
20635	Mack Truck	Mack	GU716	\$1,568.11
20749	Mack Truck	International	4300	\$30,780
20817	Mack Truck	Mack	CNX613	*\$11,843.61
20829	Mack Truck	Mack	GU713	\$2,135.34
20873	Mack Truck	Mack	GU713	*\$3,579.80

PO 20817, This truck has almost 500,000 miles on the engine. The preferred fix would have been an remanufactured engine.

PO 20873 This repair would have normally been done in house but do to the work load we already had and the lack of space to do the job the quicker fix was to send it out for repair. THIS was just a normal service and brake rebuild.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1326

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY PROCUREMENT CODE, AS ADOPTED BY COUNCIL ON 12/13/2010 THROUGH THE PASSAGE OF ORDINANCE NUMBER 1076 SO AS TO ADD TO SECTION 2-295 AN ADDITIONAL EXEPTION TO THE PROCUREMENT PROCESS.

WHEREAS, it my be advantageous from time to time and under certain circumstances for Lancaster County to consider the purchase of a particular "brand name" for the county's needs and use in its fleet operations; and

WHEREAS, prior to the final selection of any "brand name" equipment for fleet operations, the Fleet Operations Manager must present to the Division Director a written analysis that details the salient physical functional and performance characteristics of the "brand name" item as compared with other similar equipment available from different manufacturers; and

WHEREAS, upon receipt of the Manager's report and recommendation, the Division Director may recommend or reject the "brand name" acquisition prior to the request being forwarded to the Administrator for a final decision,

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.

Subject to the County's compliance with the selection analysis and requirements noted herein, an additional exemption to the county's procurement procedures is permitted and Section 2-295 (a) of the Lancaster County Procurement Code is amended so as to add:

(h) Brand name fleet operations equipment

Section 2. Severability.

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

Section 3. **Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County orders, resolutions, and 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 _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	January 12, 2015	Passed 7-0
Second Reading:	February 23, 2015	(TENTATIVE)
Third Reading:	March 9, 2015	(TENTATIVE)

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015-1342

Contact Person / Sponsor: Larry McCullough

Department: County Council

Date of Request: February 16, 2015

Issue For Consideration: Whether or not it permissible and appropriate to amend Ordinance No. 1163, relating to the suspension of the state's Sunday Blue Law, so as to extend the existing suspension from the present 2020 ending date to a future undetermined future date to be established by a future County Council.

Points to Consider: South Carolina's Sunday Blue Laws relate to the regulation of business operations within the state on Sundays. The state law prohibits certain companies from conducting business during the morning and early afternoon hours on Sunday. However, the state law permits county government to suspend those laws; thus, in effect, permitting businesses to operate on Sunday without the state's restrictions. It would be inappropriate to repeal the state law through local legislation, but a suspension of that state's restriction is permissible. This ordinance does not do repeal the state law, but it does set a termination of the suspension date for some future undetermined time to be set by another Council, presumably beyond the 2020 date that presently exists.

Funding and Liability Factors: N/A

Council Options: Pass the ordinance and remove the suspension termination date from 2020 to some other time or, alternatively, reject the ordinance and allow the suspension termination date to remain 2020.

Recommendation: None. Council's discretionary decision.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1342

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AN ORDINANCE

**TO AMEND ORDINANCE NO. 1163 RELATING TO THE SUSPENSION OF SUNDAY
WORK PROHIBITIONS SO AS TO EXTEND THE PERIOD OF SUSPENSION**

Whereas, pursuant to SC Code Section 53-1-160(a), Lancaster County Council did on August 13, 2012 extend until June 30, 2020 the suspension of Sunday work prohibitions for the reasons cited therein; and

Whereas, Council has determined that it is appropriate to extend the suspension until a future, undetermined date;

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. Extension of Sunday Work Prohibition Suspension.

Section 2 of Ordinance No. 972 is amended to read:

“Pursuant to the provisions of Section 53-1-160(A), Code of Laws of South Carolina 1976, as amended, the application of the Sunday work prohibitions contained in Chapter 1, Title 53, Code of Laws of South Carolina 1976, as amended, are suspended in Lancaster County until such time as Lancaster County Council shall see fit and deem it right and appropriate to lift this suspension and to reinstitute the Sunday work prohibitions though out Lancaster County. Any employee of any business which operates on Sunday during the period the Sunday work prohibitions are suspended has the option of refusing to work in accordance with Section 53-1-160(A) and Section 53-1-100, Code of Laws of South Carolina 1976, as amended.”

Section 2. 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 3. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 4. Effective Date.

This Ordinance is effective upon Third Reading.

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:	February 23, 2015	Tentative
Second Reading:	March 9, 2015	Tentative
Third Reading:	March 23, 2015	Tentative

Approved as to form:

County Attorney

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SECTION 53-1-160. Suspension of Sunday work prohibitions.

(A) In addition to other exemptions provided by statute, the county governing body may by ordinance suspend the application of the Sunday work prohibitions provided in Chapter 1 of Title 53 in a county which does not qualify for the exemption provided in Section 53-1-150. If the county governing body suspends the application of Sunday work prohibitions, any employee of any business which operates on Sunday under the provisions of this section has the option of refusing to work in accordance with Section 53-1-100. Any employer who dismisses or demotes an employee because he is a conscientious objector to Sunday work is subject to a civil penalty of treble the damages found by the court or the jury plus court costs and the employee's attorney's fees. The court may order the employer to rehire or reinstate the employee in the same position he was in prior to the dismissal or demotion without forfeiture of compensation, rank, or grade. No proprietor of a retail establishment who is opposed to working on Sunday may be forced by his lessor or franchisor to open his establishment on Sunday nor may there be discrimination against persons whose regular day of worship is Saturday.

(B) In addition to other exemptions provided by statute, the Sunday work prohibitions provided in Chapter 1 of Title 53 may only be continued:

(1) in a county which does not qualify for the exemption provided in Section 53-1-150 within ninety days before the 1996 general election; or

Office of the Attorney General, State of South Carolina

November 28, 2000

Honorable Robert M. Stewart, Chief
South Carolina Law Enforcement Division
Post Office Box 21398
Columbia, South Carolina 29221-1398

Re: Your letter of November 20, 2000
S.C. Code §53-1-160

Dear Chief Stewart:

In your above referenced letter, you have requested an opinion from this office regarding whether or not a county may suspend the Blue Laws as provided for in S.C. Code of Laws, Section 53-1-160, for a temporary period of time or must the time period be permanent."

Section 53-1-160 provides for the "Suspension of Sunday work prohibitions" and states, in pertinent part, as follows:¹

In addition to other exemptions provided by statute, the county governing body may by ordinance suspend the application of the Sunday work prohibitions provided in Chapter 1 of Title 53 in a county which does not qualify for the exemption provided in Section 53-1-150. If the county governing body suspends the application of Sunday work prohibitions, any employee of any business which operates on Sunday under the provisions of this section has the option of refusing

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to work in accordance with Section 53-1-100. Any employer who dismisses or demotes an employee because he is a conscientious objector to Sunday work is subject to a civil penalty of treble the damages found by the court or the jury plus court costs and the employee's attorney's fees. The court may order the employer to rehire or reinstate the employee in the same position he was in prior to the dismissal or demotion without forfeiture of compensation, rank, or grade. No proprietor of a retail establishment who is opposed to working on Sunday may be forced by his lessor or franchisor [sic] to open his establishment on Sunday nor may there be discrimination against persons whose regular day of worship is Saturday.

When interpreting the meaning of a statute, a few basic principles must be observed. The primary goal is to ascertain the intent the General Assembly. State v. Martin, 293 S.C. 46, 358 S.E.2d 697 (1987). The statute's words must be given their plain and ordinary meaning without resort to a forced or subtle construction which would work to limit or to expand the statutes operation. State v. Blackmon, 304 S.C. 270, 403 S.E.2d 660 (1991). The clear and unambiguous terms of a statute must be applied according to their literal meaning. State v. Blackmon, supra.

The effect of this statute seems to turn on the meaning of the words "suspension" as used in the title and "suspend" as used in the body of the provision. In an effort to glean the ordinary meaning of the word, I have amassed several definitions of suspend or its derivatives. A few-examples are as follows:

Black's law Dictionary - Suspend

To interrupt; to cause to cease for a time; to postpone; to stay, delay, or hinder; to discontinue temporarily, but with an expectation or purpose of resumption. As a form of censure or discipline, to forbid a public officer, attorney, employee, or ecclesiastical person from performing his duties or exercising his functions for a more or less definite interval of time. To postpone, as a judicial sentence...

Black's Law Dictionary - Suspension

A temporary stop, a temporary delay, interruption, or cessation. Thus, we speak of a suspension of the writ of habeas corpus, of a statute, of the power of alienating an estate, of a person in office, etc. A temporary cutting off or debarring one, as from

the privileges of one's profession. Temporary

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withdrawal or cessation from employment as distinguished from permanent severance accomplished by removal; "removal" being, however, the broader term, which may on occasion include suspension...

...Suspension of a statute. A temporary termination of its power of law. The suspension of a statute for a limited time operates so as to prevent its operation for the time; but it has not the effect of a repeal... (Emphasis added)

Websters 2000 - Suspend

- 1 : to debar temporarily from a privilege, office, or function...
- 2 a : to cause to stop temporarily ... b : **to set aside or make temporarily inoperative < suspend the rules >** (Emphasis added)
- 3 : to defer to a later time on specified conditions...to cease operation temporarily

The American Heritage College Dictionary - Suspend

...To bar for a period from a privilege, office, or position,...to cause to stop for a period; to interrupt...to hold in abeyance; defer...to render temporarily ineffective...

From the common definitions of the word "suspend", it would appear that its use in the statute would allow for the temporary deferment of the State's Blue Laws by a particular County Council. Had the General Assembly intended that only permanent cessations be allowed, words such as "abrogate", "repeal", "rescind", "revoke" or "eliminate" could have been used in the statute. Accordingly, without a specific indication to the contrary, "suspend" or "suspension" can not be interpreted in such a manner as to limit the effect of the statute to situations where a county opts for a permanent enjoining of the Sunday work prohibition.

Further, "[t]his Office has for many years taken the position that the enforcement of the Blue Laws is primarily a local responsibility." See, Atty. Gen. Op. March 28, 1995. The General Assembly's method of dealing with the potential rescission of the Blue Laws (i.e. let the individual counties decide) appears to be consistent with this approach. Such an approach leaves room for the specific county governments to handle the "suspension" of the Blue Laws as they see fit, including the temporary stoppage of the prohibition in certain cases.

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I trust that the issues raised by your query have been sufficiently addressed. Should you have additional questions or concerns, please do not hesitate to contact me.

Sincerely

/s/

David K. Avant
Assistant Attorney General

DKA/an

Notes:

¹ The included portion of §53-1-160 consists of subsection (A) in its entirety. There are additional subsections which have not been included. The omitted subsections do not effect a county government's powers pursuant to the included portion of the statute.

Lancaster County Council Agenda Item Summary

Ordinance # / Resolution #: Ordinance No. 2015-1343

Contact Person: Steve Willis

Sponsor:

Department: Administration

Date of Request: February 16, 2015

Issue For Consideration: Whether or not to renew an existing lease with Miller Aviation, LLC for the use of certain facilities at the county airport.

Points to Consider: The lease is for two (2) years and is consistent with the terms and conditions contained in the existing lease

Funding and Liability Factors: Miller Aviation, LLC pays Three Hundred (\$300.00) Dollars per month and will continue to do so if the new lease is approved by Council.

Council Options: Approve, amend or reject the proposed lease.

Recommendation: Approve the new lease.

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1343

AN ORDINANCE

TO APPROVE THE LEASE OF CERTAIN LAND AT THE LANCASTER COUNTY AIRPORT TO MILLER AVIATION, LLC; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) the County owns the land and improvements where the Lancaster County Airport is located;

(b) Miller Aviation, LLC (the "Company") proposes to lease from the County at the Lancaster County Airport two maintenance hangars and an adjacent apron area, including two shade ports and three tie-down spaces (the "Property") and to use the Property for aircraft maintenance and repair; and

(c) the public benefits to be received by the County for the lease of the Property to the Company are fair and reasonable compensation.

Section 2. Approval of Lease; Authority to Execute.

A. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a lease by and between the Company and Lancaster County, providing for the lease of the Property to the Company (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as

attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

B. County Council authorizes and approves the lease of the Property to the Company.

Section 3. Authority to Act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney, each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained 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 6. Effective Date. This ordinance is effective upon Third Reading.

AND IT IS SO ORDSINED

Dated , this ____ day of May, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	February 23, 2015	Tentative
Second Reading	March 9, 2015	Tentative
Public Hearing:	March 23, 2015	Tentative
Third Reading:	March 23, 2015	Tentative

Exhibit A to Ordinance No. 2015-1343

**Lease
Lancaster County and Miller Aviation, LLC
Certain Maintenance Hangars and Apron Area at the Lancaster County Airport**

See attached.

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THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

LAND LEASE, USE AND OPERATING AGREEMENT
BETWEEN
LANCASTER COUNTY, SOUTH CAROLINA
AND
Miller Aviation, LLC

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____ 2015, by and between COUNTY OF LANCASTER("Lessor"), and Miller Aviation, LLC, a South Carolina limited liability corporation ("Lessee").

WITNESSETH

WHEREAS, The County is the owner and operator of the Lancaster County Regional Airport ("Airport") which is located in Lancaster County, State of South Carolina; and

WHEREAS, Lessee desires to lease and use two maintenance hangars on certain Airport land and/or improvements and/or engage in certain Aeronautical Activities ("Activity" or "Activities") at the Airport; and

WHEREAS, The County desires to lease to Lessee and allow the use and/or operation on certain Airport land at the Airport to Lessee, in accordance with the terms herein and to grant access to Lessee to the premises for such term and conditions as defined herein.

NOW, THEREFORE, for and in consideration of the rents, fees, covenants, promises, and agreements contained herein, and for other good and valuable consideration, County and Lessee agree as follows:

SECTION 1. GENERAL

A This agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the hangar "Hangar" and portion of adjacent apron and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the land, except that this agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

B. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

C. The parties to this agreement hereby acknowledge and agree that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the County of Lancaster.

D. This agreement shall be governed by the laws of the State of South Carolina and construed thereunder and venue of any action brought under this agreement shall be in Lancaster County, South Carolina.

E. If any section, paragraph, sentence, or phrase entered in this agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this agreement and, to this end, the provisions of this agreement are declared to be severable.

SECTION 2. LEASED AREA: 2 maintenance hangars and apron

Building – Lessor does hereby lease to Lessee two maintenance hangars and an adjacent apron area. The two hangars include approximately 7,300 sq. ft. of space (Hangar 1 – 2,500 s.f., Hangar 2 – 4,800 s.f.) and an adjacent apron area which includes approximately 3,200 sq. ft. of space (80' x 40' feet) as shown on Exhibit "A" which is attached hereto and incorporated herein, and hereinafter referred to as the "Hangars" and located on the Airport. Per the Airport Commission, the lease is for two (2) shade ports with three (3) tie down spaces and the apron described above. Lessee hereby leases said Hangars and apron (the "Leased Premises") from the Lessor subject to the terms, considerations, and privileges stated herein.

SECTION 3. TERM

This lease shall be for a term of 2 years, commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2017. At the end of the term, the County can choose to continue acceptance of payment from Lessee on a month-to-month basis until such time that the County chooses to terminate this arrangement or the County may choose to draft a new lease for negotiation. All the terms and conditions stated herein shall remain in effect while the month-to-month arrangement is being exercised or while a new lease is being negotiated.

SECTION 4. CONSIDERATION

A. In consideration for the lease of the Leased Premises referenced herein, Lessee hereby agrees to pay a monthly sum of Three Hundred (\$300.00) Dollars. All payments are to be made monthly; beginning one month in advance on or before the day this agreement is entered.

B. All lease payments shall be paid as the same become due, without demand, in lawful currency of the United States and made payable to Lancaster County, South Carolina by mail or delivery.

C. In the event Lessee fails to remit any payments when the same are due, an interest rate at the rate of 10% shall be charged by Lessor beginning on the seventh (7th) day after the date the payment is due and such interest shall continue to accrue monthly against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than 90 days, this lease may be terminated by Lessor as further defined in Section 9. Two consecutive late payments made during the term of this lease or a total of four late payments made during the lease term (total) will be cause for Lessor to terminate this agreement.

D. Lessee agrees that Lessee will at all times keep the Leased Premises, including the inside and the outside of the Hangars clean and free of trash, litter, tall grass, weeds, junked automobiles, dilapidated aircraft and scrap aircraft parts, etc. or any other object(s) that may be considered unsightly as determined by the airport manager or other representative as appointed by the County.

E. Lessee shall abide and require Lessee's permitted subtenants, if any, to abide by all applicable rules and regulations as established by state, local, and federal agencies or by any other agency with the power to establish or to enforce rules and regulations concerning the use of the Leased Premises and, except as permitted in Section 6 below, will not engage in storage or disposal of hazardous chemicals, fuel, and/or oil or use thereof on the Leased Premises described herein. Should Lessee fail to keep the Leased Premises area clean and free of hazards, Lessor may, after 10 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup within ten days after demand therefore and/or general disregard for the considerations and restrictions listed in this lease agreement will be grounds for the Lessor to terminate this agreement.

F. Taxes, Fees- Lessee shall be liable for all existing or future imposed taxes and fees owed on or by Lessee's personal business or Lessee or in any way connected to the operations on the Leased Premises described herein. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. The minimum types and amounts of insurance coverages required are specified in the airport's minimum operating standards.

SECTION 5. UTILITIES

The Lessor agrees to pay for normal water, electric, and sewer utility services for the leased premises during the term of this Agreement. Any abuse of, or unnecessary, or excess consumption of electricity, water, or other utility paid for by the County will constitute grounds for lease termination.

SECTION 6. PERMITTED USE

A. Lessee agrees that the Leased Premises defined herein are to be only used for the following purpose: use by Lessee in conjunction with aircraft maintenance and repair including, but not limited to, airframe maintenance and repair, [power plant maintenance and repair], and avionics maintenance and repair.

B. Lessee shall safely store and use such chemicals, cleaning agents, fuel and/or oil used by Lessee in conjunction with its maintenance and repair operations in full compliance with all applicable laws and regulations including regulations from OSHA, SC Department of Labor, Licensing and Regulation, the SC Property and Liability Insurance Trusts, the Lancaster County Fire Marshal and the Lancaster County Airport Commission and/or Manager.

SECTION 7. RESTRICTED USE

A. Lessee agrees that neither Lessee nor any of Lessee's permitted subtenants, if any, will use the Leased Premises or any part thereof for the purpose of temporary or permanent living quarters or for overnight occupancy.

B. Lessee agrees that neither Lessee nor any of Lessee's permitted subtenants, if any, will conduct any commercial activity at the Airport other than those permitted uses denoted in SECTION 6. Any tenant found in violation may be given, by the Lessee or by airport management, an initial written warning to cease and desist. Any subtenant found in violation after said warning has been given will be considered in violation of the airport's rules and regulations and their lease shall be terminated and will be required to vacate.

C. Lessee agrees that Lessee shall submit for review and receive written approval from the airport manager and/or county representative of any sublease prior to distribution to subtenants. As long as the previously approved sublease has not been amended or otherwise modified, the lease can be distributed to the Lessee's subtenants at the Lessee's discretion.

D. Lessee agrees to provide a sufficient number of fire extinguishers of acceptable size and rating as determined by the local fire marshal within each Hangar. Such fire extinguisher(s) shall be positioned in a highly visible and readily accessible area.

E. Except as expressly permitted in Section 6, Lessee agrees that Lessee will not store and will not permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside or around the Leased Premises without prior written consent from the Lessor.

F. Lessee agrees not to make any additions or modifications to the land or Hangars including the installation of signage or improvement of interior or exterior decor unless Lessee has obtained prior approval from the airport manager or County's representative in writing and has complied with the terms of this agreement as to construction, liens, etc. In the event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease, shall become the property of the Lessor.

G. Lessee agrees that Lessee will not operate any aviation or non-aviation related business or activity on the Leased Premises other than expressly described in Section 6A herein without the express written consent of Lessor. Any such aviation or non-aviation related business or activity must be so established through a separate contract.

H. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangars or on the Leased Premises; provided, however, with proper precaution, Lessee shall be permitted to do so on the outside leased apron area as required in order to perform maintenance.

SECTION 8. SUBLEASE, ASSIGNMENT, OR SALE

The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association without first obtaining prior written approval from the County of Lancaster. Any such sublease, assignment, sale, or transfer without prior written permission from the County shall be grounds, at the option of the Lessor to immediately terminate this agreement. If the Lessor agrees to permit the transfer of this lease to another, the new Lessee shall be required to abide by and comply with all the terms and conditions of this agreement unless the County chooses to draft a new agreement with the Lessee. Any approved assignment of lease will result in a contract directly between the County of Lancaster and the Lessee and not through a sublease. The County reserves the right to withhold approval of any type of lease transfer for any or no reason whatsoever.

SECTION 9. TERMINATION

A. This agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein. Should Lessee be declared bankrupt, incompetent, or become deceased, this agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or

permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 30 consecutive days, or violates any of the terms and conditions of this agreement, Lessor has the right to terminate this agreement and retake possession of any Airport property leased to or under the control of Lessee.

B. Lessee agrees and understands that Lessor reserves the right and has an obligation to further expand, develop, or improve the airport in order to meet the demands of the travelling public, including the termination of this lease agreement, in such instance that the continued leasing of the Leased Premises or otherwise would have a negative impact on any proposed development or improvements at the Airport. This Agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee.

C. This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this agreement, except as contained in paragraph 9D hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.

D. At the termination of this agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be found in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall remain responsible for any and all expenses incurred by Lessor in such action. The Lessee shall remain responsible for any outstanding bank loans, contractor payments, maintenance or other expenses owed by the Lessee.

SECTION 10. LIABILITY / INSURANCE REQUIREMENTS

A. Lessee shall indemnify and hold harmless the County, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising from the use or occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises or the roads, driveways or other public places used by Lessee at the airport. Part of the foregoing obligation of Lessee under this Section shall be met by the Lessee by obtaining and maintaining continuously in effect and at all times during the term

hereof, at Lessee's sole expense, insurance in a form satisfactory to the County to cover Lessee's liability by reason of its tortious conduct (or omission of conduct) or that of any of its employees, agents, or servants in conjunction with its use of the premises as aforesaid. Such insurance shall name the County as an additional insured.

B. Lessee shall provide Lessor with evidence satisfactory to Lessor of all such insurance, and shall notify Lessor in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee has knowledge. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval by Lessor. The types and amounts of the minimum insurance coverage requirements are specified below:

Hangar Keeper's Legal Liability: Value \$100,000/\$50,000 any one unit.

Commercial Liability to include products and completed operations: \$25,000 per accident/\$10,000 property damage.

Policy Liability Aggregate: \$75,000

Liability Self-insured Retention: \$2,500/\$2,500

C. The Lessee shall be financially liable for any environmental contamination sites, spills, releases to the storm water system or other type of contamination that is deemed to be caused by the Lessee or by one of the Lessee's subtenants. The Lessee is also required to comply with the airport's Storm water Prevention and Pollution Program (SWPPP).

SECTION 11. SUBORDINATION

The lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States government, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

SECTION 12. ARBITRATION

This Agreement is subject to arbitration pursuant to the Uniform Arbitration Act, Section 15-48-10, et seq., Code of Laws of South Carolina 1976, as amended. Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration and judgment upon the dispute rendered by the arbitrators shall be final and binding on both parties. Each party shall designate one arbitrator and those two shall designate a third. The costs of arbitration and all legal expenses of both parties shall be paid by the losing party.

SECTION 13. RIGHT OF ENTRY

The County and/or its representatives shall have the right to enter the Premises including all buildings, structures and improvements, at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or County's obligations under this Agreement. County shall provide advance written notice (which shall include email transmission) prior to entering any non-public area except when County determines that emergency circumstances due to safety concerns require immediate entry without prior notice. The County shall possess a key or copy thereof in order to gain access as is required to the hangar.

SECTION 14. QUIET ENJOYMENT

Upon payment of rents and fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the premises and privileges granted for the term of this Agreement free from hindrance or interruption by the County. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Premises, provided same do not materially adversely affect Lessee's ability to access and use the Premises.

SECTION 15. MAINTENANCE OF AIRPORT

Lessee understands and agrees that Lessor reserves the right to maintain the Airport to the standards recommended by the FAA and/or the South Carolina Department of Transportation. Such rights include the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. As such, the Lessor is not responsible for any loss of business and/or associated revenue resulting from the deactivation or closure of any airport feature including but not limited to runways, taxiways, connectors, aprons, roads, navigational aids, lighting fixtures, structures (including hangars) and other county owned property.

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EXECUTED this _____ day of _____, 2015.

County of Lancaster

County Administrator

Attest:

Clerk to Council

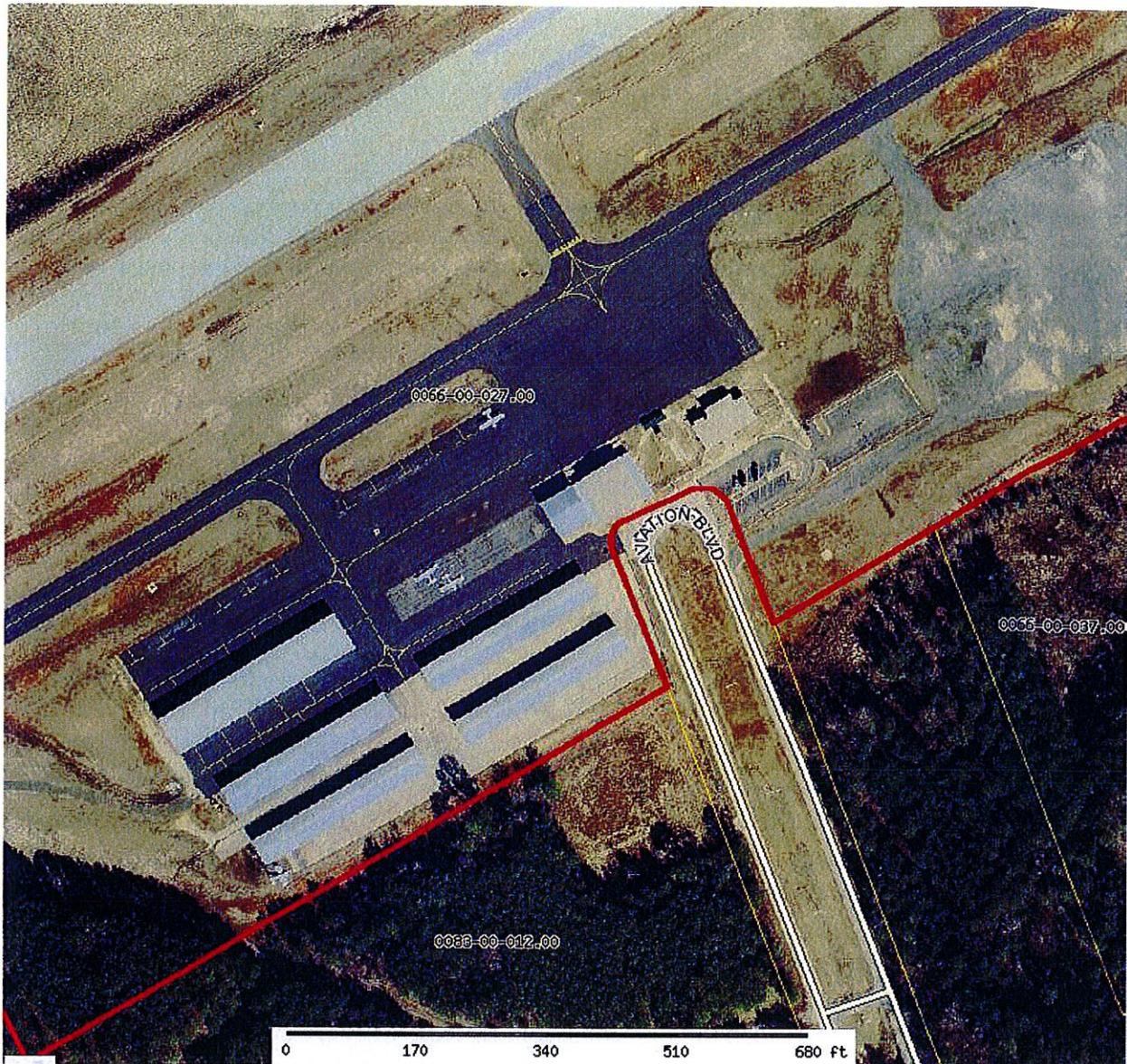
Miller Aviation, LLC

By: _____

Print name: _____

Its: _____

EXHIBIT A
(Attach drawing of Hangars and apron)



Lancaster County Assessor

Parcel: 0066-00-027.00 Acres: 300.75

Name:	LANCASTER COUNTY AIRPORT % F MCWHIR	Land Value	\$1,653,800.00
Site:	286 AVIATION BLVD	Improvement Value	\$894,600.00
Sale:	\$0 on 11-1969 Vacant= Qual=	Accessory Value	\$58,000.00
Mail:	N MARKET ST LANCASTER, SC 29720-0000	Total Value	\$2,606,400.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 02/12/15 : 17:06:33

Lancaster County Council Agenda Item Summary

Date of Request: February 16, 2015

Contact Person / Sponsor: Steve Willis

Department: Administration

Issue under Consideration:

Lease rate for HOPE.

Points to Consider:

The current exemption from paying the monthly lease amount of \$255 expires at the end of 2014. Past Councils approved a waiver during the high unemployment/ economic downturn to allow HOPE to utilize resources to meet the needs of our citizens.

Council must consider if it desires to extend the monthly fee waiver.

The lease automatically renews unless either party notifies the other at least one year in advance. The lease renewed for a three year term on January 1, 2015. There is a clause to allow for a CPI increase in the rate but it has never been exercised.

Funding and Liability Factors:

\$255 per month/ \$3,060 per year lease payment

Options:

Extend the payment waiver for some further period of time.

Discontinue the payment waiver.

Recommendations:

The unemployment situation has drastically improved since Council initially took this action. The need for HOPE remains however.

If Council does not desire to continue the payment waiver, I would recommend making the waiver termination on June 30, 2015 to coincide with the new fiscal year.

Attachments: Ordinance with lease

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

FILED
OFFICE OF CLERK
ORDINANCE NO. 1147
COURT

2017 JUN 14 P 2:22

AN ORDINANCE

TO APPROVE THE LEASE OF A PORTION OF COUNTY-OWNED PROPERTY (THE OLD GARDNER REST HOME) LOCATED ON THE SOUTH SIDE OF S.C. 9 EAST TO HOPE IN LANCASTER, INC.; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) the County owns property located on the south side of S.C. 9 East at 2008 Pageland Highway and bearing TMS No. 0069-00-076.00 (a/k/a the "Old Gardner Rest Home")("Property");

(b) HOPE In Lancaster, Inc. ("Project Hope") is a 501(c)(3) organization that provides short-term emergency assistance to those in crisis in the County;

(c) Project Hope proposes to lease a portion of the Property to use as its administrative offices;

(d) the public benefits to be received by the County for the lease of the Property to Project Hope as set forth in the definitive documents is fair and reasonable compensation.

Section 2. Approval of Lease.

(A) The County Administrator is authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver a lease by and between Project Hope and the County, providing for the lease of the Property to Project Hope (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

(B) Council authorizes and approves the lease of the Property to Project Hope.

Section 3. Authority of Officials to Act.

The Council Chair, Secretary and Clerk, the County Administrator, County Attorney and any other appropriate County official, are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Controlling Provisions.

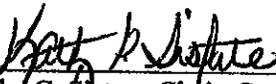
To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 11th day of June, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

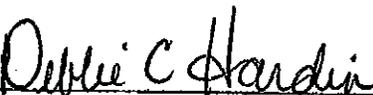


Kathy G. Sstare, Chair, County Council



D.W. "Cotton" Coles, Secretary, County Council

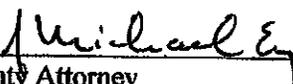
ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: May 14, 2012
Second Reading: May 21, 2012
Public Hearing: June 11, 2012
Third Reading: June 11, 2012

Approved as to form:



County Attorney

Exhibit A to Ordinance No. _____

**Lease
Portion of Property Located at 2008 Pageland Highway
Tax Map No. 0069-00-076.00
Lancaster County and HOPE In Lancaster, Inc.**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**State of South Carolina
County of Lancaster**

Business Property Space Lease

THIS LEASE AGREEMENT effective as of January 1, 2012 between County of Lancaster, hereinafter designated as LESSOR, and HOPE In Lancaster, Inc., a 501(c)(3) organization, hereinafter designated as TENANT.

Premises: The space currently used by HOPE In Lancaster, Inc. in the eastern portion of the old Gardner Rest Home building located on the south side of S.C. Highway 9 East at 2008 Pageland Highway in Lancaster County, South Carolina, and use of parking spaces on the east side of the building. (See Exhibit A attached hereto.)

Term/Rent: Three (3) years. Commencing as of January 1, 2012 through December 31, 2014, Tenant covenants to pay the Landlord rent at the sum of Two Hundred Fifty Five Dollar (\$255.00) per month, payable in advance on the first day of each month until the end of the term hereunder. It is agreed that all payments due under this lease shall be payable to Landlord. No security deposit is due upon signing of this lease. At the commencement of each renewal term, Landlord shall have the right to increase the rent by an amount not to exceed the prior year CPI (Consumer Price Index) as published by the SC Budget and Control Board for the purposes of establishing tax caps.

Special Proviso: Landlord hereby waives the rent payments due for calendar year 2012 in recognition of previous improvements which Tenant has made to the building in which the Premises are located, which improvements Tenant had the right to make but no obligation to do so. While Tenant's improvements exceed the value of the 2012 rent payments, Tenant acknowledges that any future concessions with regard to waiver of rent payments are solely within the discretion of future councils, which councils have no obligation to continue such practice.

Automatic Renewal/One year Termination Right: This lease shall automatically extend for additional three year terms; provided, however, Landlord and Tenant shall each have the right to terminate this lease at any time on or after December 31, 2014 by notifying the other at least one year in advance that it desires to terminate the lease on December 31st of the year following notification.

Assignment/Sublease: Tenant will not assign or sublet all or any part of this lease without the prior written consent of Landlord; and Tenant agrees that any portion of the leased premises not needed by Tenant's use will be made available to Landlord.

Use/Alterations: The premises shall be used only as administrative offices for HOPE In Lancaster, Inc. in compliance with all applicable laws. Tenant will not occupy or use, or permit to be occupied or used the said premises for any purpose deemed extra hazardous on the account of fire or otherwise. Tenant shall comply with all rules and regulations reasonably imposed by Landlord regarding access to the premises and keep the Premises in good repair and clean condition. At the expiration of the lease term Tenant will quit and surrender the premises hereby demised in as good state and condition as exists today, reasonable wear and tear thereof and damage by the elements excepted. Any alterations

must have the prior approval of Landlord, with such request being conveyed through the Lancaster County Administrator, and shall become a part of the premises and the property of the Landlord.

Utilities: Tenant shall not be responsible for any shared utilities but shall be solely responsible for any and all services particular to Tenant's business.

Fire/casualty: It is further agreed between the parties hereto that in case the building shall be damaged by fire or other casualty, the same shall be repaired as speedily as possible; that in case the damage shall be so extensive as to render the building untenable, the rent shall be paid up to the time of such destruction and then from thenceforth this lease shall cease and come to an end. Tenant shall not do or permit anything to be done in the said premises or building, or bring or keep anything therein which will in any way conflict with any of the rules and ordinances of the City of Lancaster, or the laws of the State of South Carolina, or will increase the fire or other insurance rates.

Access by Landlord: Landlord, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within (90) days before the expiration of this lease. After notice, at reasonable times, Tenant will permit Landlord or its agent to show the premises to potential purchasers.

Insurance: Tenant shall be responsible for renter's liability and theft coverage insurance, if any, and Tenant's own liability insurance for Tenant's business in an amount necessary to meet the requirements of the South Carolina property & liability Trust. Tenant shall provide Landlord with a copy of the certificate of insurance evidencing coverage. Landlord is responsible to pay any real property taxes and fire and casualty insurance on the building. Landlord shall not carry and shall have no obligation to carry liability insurance for Tenant or any insurance for any of Tenant's personal property.

Quiet enjoyment: So long as Tenant pays the rent reserved in this lease and performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased premises during the term hereof.

Condemnation: In the event condemnation renders the leasehold property unfit for continued occupancy and use in whole or in part by Tenant for its intended purposes then this lease will be automatically thereby terminated, and Tenant shall thereupon quit the premises and surrender possession.

Default: In the event rent shall be due and unpaid more than thirty days or if default shall be made in any of the covenants herein contained, or if the premises shall be abandoned, deserted or vacated, then it shall be lawful for Landlord, its agents, attorneys, successors or assigns to re-enter and take possession of the premises and Tenant and every occupant shall vacate the premises. Upon re-entry as aforesaid, this lease shall terminate. In the event of re-entry by Landlord as herein provided, Tenant shall be liable in damages to

said Landlord for all loss sustained up to the amount of the lease payments due hereunder.

Hold-over: Tenant's occupancy of the premises beyond the term of this lease shall be considered as a renewal of this lease, subject to the one year termination right by either party.

Indemnity: Tenant shall indemnify Landlord against all expenses, liability, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity rising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the demised Premises or equipment, materials, or alterations of buildings or improvements thereon.

Successors and Assigns: It is understood and agreed that the terms Landlord and Tenant shall include the executors, administrators, successors and assigns of the parties hereto.

No smoking: No Smoking shall be permitted inside the premises. Smoking outside the building but on county property shall only be permitted in accordance with the County Code.

In witness whereof, the parties have hereunto set their hands and seals effective as of the day and year first above written.

Tenant:

HOPE IN LANCASTER, INC.

By: _____

Its: _____

Attest By: _____

Its: _____

Address: _____

Lancaster, SC 29720

Landlord:

COUNTY OF LANCASTER, SOUTH CAROLINA

By: _____

Steve Willis, County Administrator

Address: 101 North Main Street
P.O. Box 1809
Lancaster, SC 29720

EXHIBIT A

**Eastern portion of 2008 Pageland Highway building
currently used by HOPE In Lancaster, Inc.**

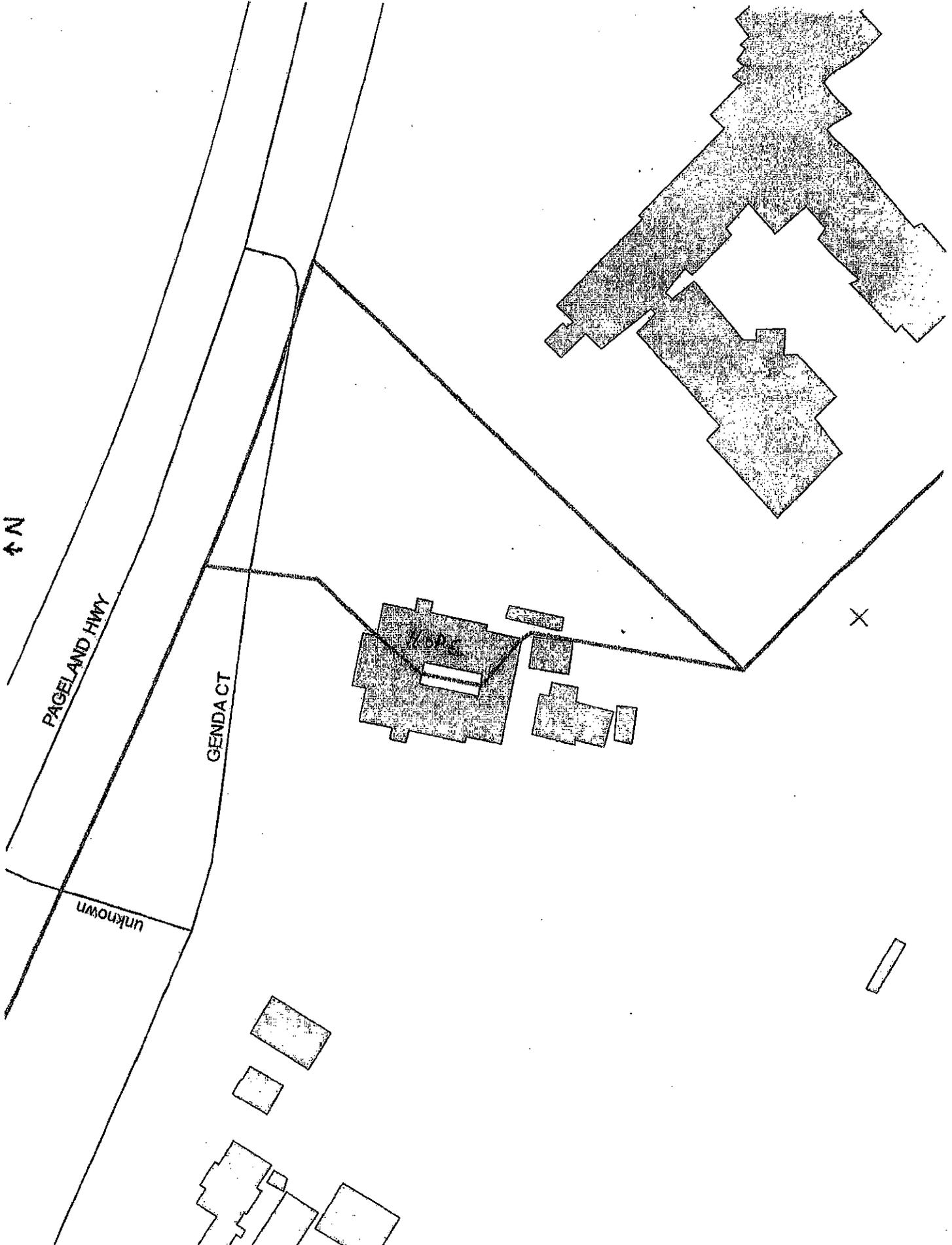
See attached drawing.

↑ N

PAGELAND HWY

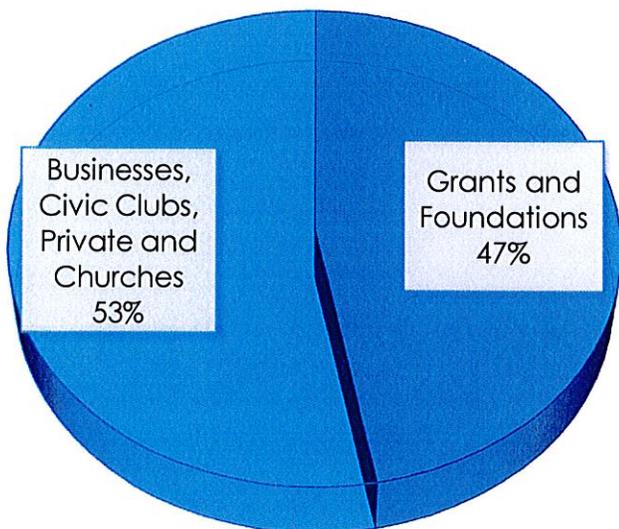
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unknown

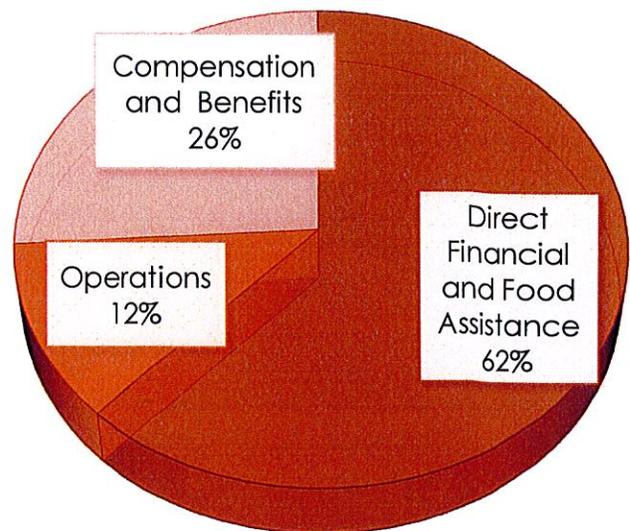


Income and Expenses HOPE in Lancaster, Inc. 2014

INCOME



EXPENSES





HOPE in Lancaster, Inc.
 2008 Pageland Hwy.
 Lancaster, SC 29720

HOPE in Lancaster, Inc. is a faith-based, non-profit organization that provides short-term emergency assistance to those in crisis.

2014

Total # of families seeking assistance: **4,717**

Total amount spent on direct client assistance: **\$707,845**
(\$430,729* food and \$277,116 financial assistance)

**includes food purchases as well as in-kind donations*

Type of Assistance	Total # of Families Served	Total \$ Amount
Water	250	\$16,806
Rent	373	\$99,062
Electricity	797	\$136,011
Natural Gas	81	\$9,890
Oil/Kerosene	113	\$15,177
Hotel	2	\$170

Total # of Food Orders Distributed: 2820

Total # individual family members: 5741
 Total # adults age 18-64 receiving food: 3447
 Total # of seniors age 65+ receiving food: 433
 Total # children age 0-17 receiving food: 1861

Other Important Data:

243,343 lbs. of food was donated to the Food Pantry for Clients
75 volunteers served a total of **10,675 hours**

A Gift-In-Kind Rent Waiver of Approximately \$3000 would allow HOPE to help the Community in 2015 by:

Assisting 250 families with Healthy and Nutritious Food... Or

Assisting 77 families with Financial Assistance for Water or Gas Bills...Or

Assisting 21 families with Financial Assistance for Electric Bills...Or

Assisting 12 families with Financial Assistance for Rent



UNIFIED DEVELOPMENT ORDINANCE (UDO) UPDATE
PROJECT SUMMARY – FEBRUARY 23, 2015

UDO Analysis Project

Summary:

- Purpose
- Outcomes
- New Format for the Updated Code
- Timeframe
- Methodology
- Discussion

Purpose of the UDO Update Project

To strengthen sections that are weak to be more efficient and function best.

To be effective to successfully implement the recently adopted Comprehensive Plan.



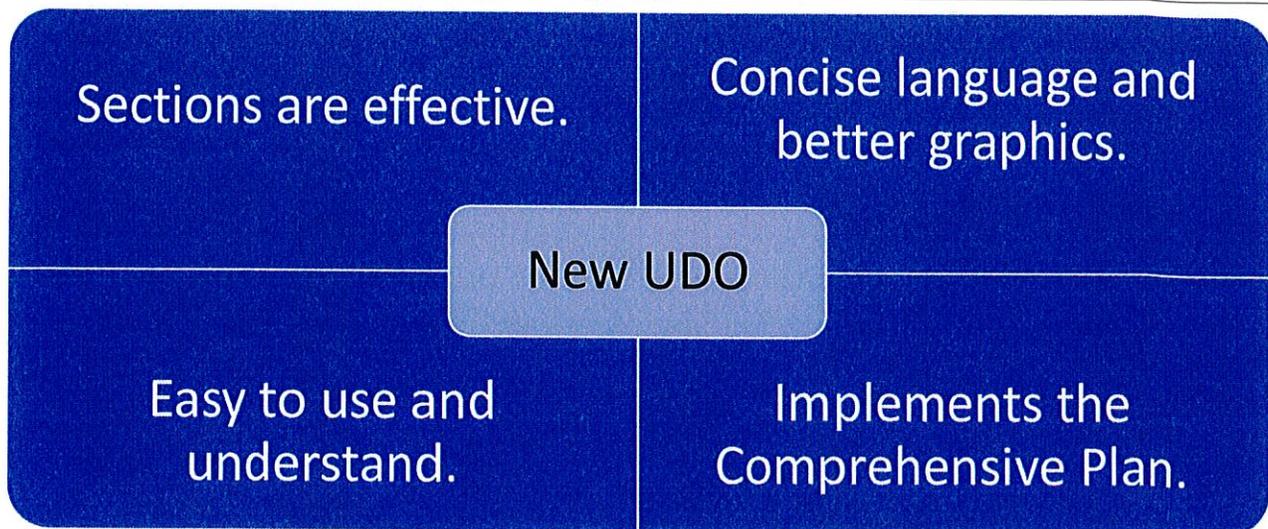
Comprehensive Plan 2014-2024

Recommended by Planning Commission
October 21, 2014

Adopted by County Council
December 8, 2014

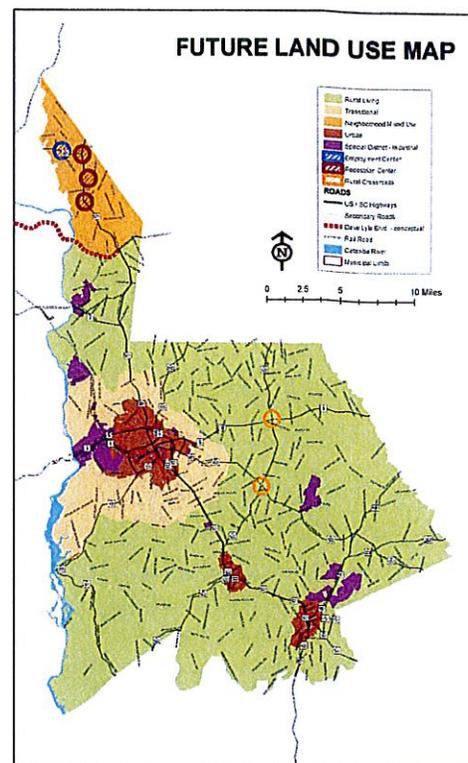
Ordinance Number 2014-1318

Project Outcomes



New Format for the Updated Code

- Improve the Overall Organization
- Make Development Review Process More Efficient
- Address Possible Amendments Differently
- Revise Zoning Districts and Use Classifications
- Other considerations include:
 - Protecting urban and rural neighborhoods
 - Encouraging development near communities



Timeframe

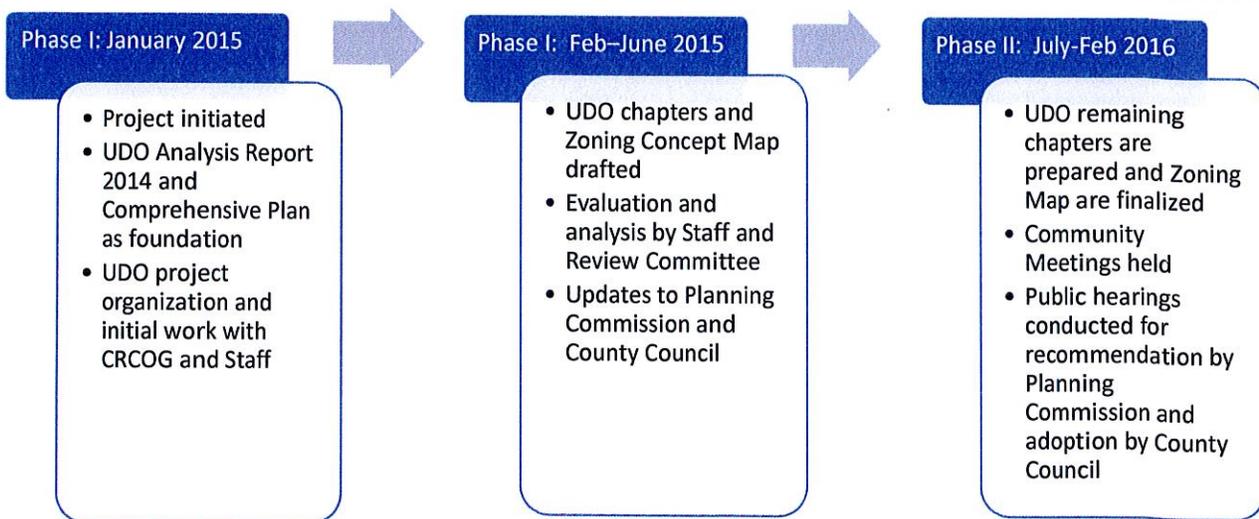
Phase I: January – June 2015

- Prepare the first phase of chapters for UDO and draft Zoning Concept Map.
- Draft Administrative Manual on Application Submittal Process.

Phase II: July 2015 – Feb 2016

- Prepare remaining chapters of the UDO and final Zoning Map.
- Conduct community meetings.
- Make final revisions.
- Conduct public hearings for review and adoption.

Project Methodology





Unified Development Ordinance Update - Phases I & II

WORK ITEM	2015												2016	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Planning Staff Review Meetings														
UDO Review Committee Meetings														
Draft UDO Update for Phase One Chapters and Zoning Concept Map														
Draft an Administrative Manual on Application Submittal Process														
Planning Commission Update														
County Council Update														
Draft the Remaining Chapters for the UDO Update														
Draft Proposed Zoning Map														
Finalize Administrative Manual on Application Submittal Process														
Coordinate and Conduct Community Meetings and/or Focus Groups														
Planning Commission Public Hearings on Updated UDO														
Revisions to Final Updated UDO As Needed														
County Council Adoption of Updated UDO														
Complete Updated Zoning Map														
Planning Commission Public Hearings on Updated Zoning Map														
Revisions to Final Zoning Map As Needed														
County Council Adoption of Updated Zoning Map														

Phase I - UDO Update and Zoning Concept Map (January 2015 - June 2015) ———— ■
 Phase II - Final UDO Update and Zoning Map (July 2015 - Feb 2016) ———— ■

Review Committee

Steve Willis, County Administrator

Penelope G. Karagounis, Planning Director

Kenneth Cauthen, Zoning Official

Three Planning Commission Members,
appointed by Planning Commission Chair

Staff Review

Penelope G. Karagounis, Planning Director

Elaine Boone, Planner II

Alex Moore, Planner II

Kenneth Cauthen, Zoning Official

Stephen Blackwelder, CFI, CPE, Fire Marshal

Jeff Catoe, Public Works Director

Steve Yeargin, Building Official

John Weaver, County Attorney

Community Meetings

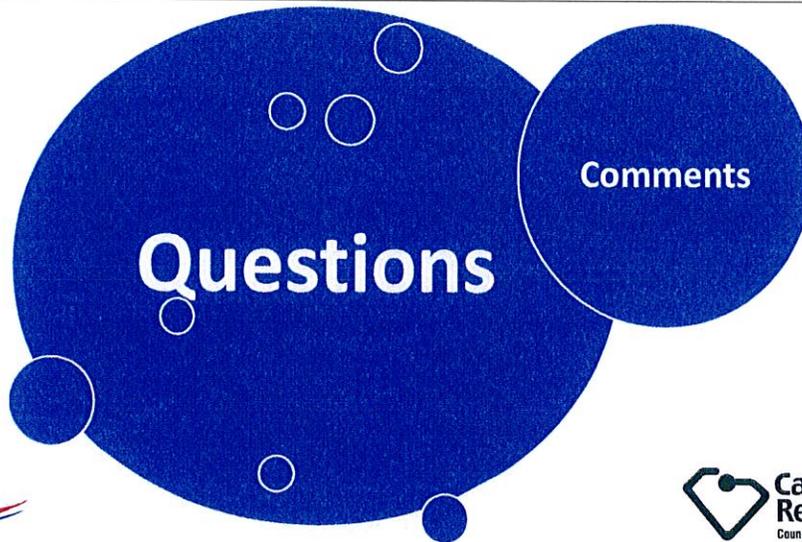
Andrew Jackson Recreation Center
6354 North Matson Street
Kershaw, SC 29067

Indian Land Recreation Center
8286 Charlotte Highway
Indian Land, SC 29707

Buford Recreation Center
4073 Hurley Walters Road
Lancaster, SC 29720

Springdale Recreation Center
260 S. Plantation Road
Lancaster, SC 29720

Discussion



Lancaster County Council Agenda Item Summary

Date of Request: February 11, 2015

Contact Person / Sponsor: Barry Faile

Department: Sheriff

Issue under Consideration:

Grants for Sheriff's Office.

Points to Consider:

There are six separate grants; two are continuation grants and four are new grants.

Continuation:

Narcotics Investigator

Violent Crimes Unit

New:

Crime Lab Chemist

Criminal Domestic Violence Investigator

Crime Scene Investigator

Traffic Enforcement Unit (100% grant)

Copies of all grants are attached as information.

Funding and Liability Factors:

Continuation grants:

Narcotics Investigator - \$8,608 local and \$77,468 grant

Violent Crimes Unit - \$16,517 local and \$148,667 grant

New grants:

Crime Lab Chemist - \$16,229 local and \$146,064 grant

Criminal Domestic Violence Investigator - \$13,460 local and \$121,141 grant

Crime Scene Investigator - \$19,894 local and \$179,047 grant

Traffic Enforcement Unit - \$0 local and \$261,831 grant

All grants contain both onetime and recurring expenses. Recurring expense could continue beyond the life of the grant.

Local total funding is \$25,125 for continuation grants and \$49,583 for new grants. Total federal match for all six would be \$672,387.

Options:

Approval or rejection of funding for application.

Recommendations:

Recommend approval to address these critical areas.

Attachments: Grant applications

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on _____

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program**

Grant # _____

App # AG15070

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will
serve: _____

Section 2

Grant Period: _____

Begin: 7/1/2015

End: 6/30/2016

Section 3

Project Title: Narcotics Unit Enhancement

Section 4

Project Summary (max. 300 characters): Continue grant funding for a Narcotic Investigator to adequately meet our narcotic division needs.

Section 5

Type of Application

a. Continuation ▼

b. Year of Funds : 2 ▼

Other:(Specify) _____

c. Reimbursable ▼

Section 6

a. Organization Type : County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 7

Agency DUNS number*: _____
(fedgov.dnb.com/webform) 086866944

Has your agency registered with Central
Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000370

Agency Name Lancaster County Sheriff's Office

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803-283-3388

(Area) Fax #: 803-286-9823

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$60,917	\$6,769	\$67,686
Contractual Services	\$0	\$0	\$0
Travel	\$6,498	\$722	\$7,220
Equipment	\$3,600	\$400	\$4,000
Other	\$6,453	\$717	\$7,170
TOTAL:	\$77,468	\$8,608	\$86,076
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

MATCHING FUNDS CATEGORIES

PERSONNEL

			GRANTOR	CASH	TOTAL
SALARIES	% of Time	Quantity			
Position Title	On Project				
Narcotic Investigator	100	1	\$38,430	\$4,270	\$42,700
Overtime	100	1	\$2,700	\$300	\$3,000

TOTAL SALARIES:	\$41,130	\$4,570	\$45,700
------------------------	----------	---------	----------

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate	X Base				
Social Security & Medicare (FICA)	.0765		\$2,940	\$327	\$3,267
Retirement	13.41%		\$5,153	\$573	\$5,726
Worker's Compensation Insurance	3.46%		\$1,329	\$148	\$1,477
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance	11,375		\$10,238	\$1,137	\$11,375
Dental Insurance	141		\$127	\$14	\$141
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:			\$19,787	\$2,199	\$21,986
			TOTAL PERSONNEL: \$60,917	\$6,769	\$67,686

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

		\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES		\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage 12000 @.56 x 1		\$6,048	\$672	\$6,720
Lodging 5 nights x \$70 x 1		\$315	\$35	\$350
Per Diem 5 days/nights @ \$30 x 1		\$135	\$15	\$150
TOTAL TRAVEL:		\$6,498	\$722	\$7,220

Show Section 2-A Disabled

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software)

GRANTOR CASH TOTAL

ITEM	QUANTITY			
Narcotic Digital Scanner/Identifier	1	\$3,600	\$400	\$4,000
		\$0	\$0	\$0

TOTAL EQUIPMENT:	\$3,600	\$400	\$4,000
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Other:

Narcotic Test Kits (marijuana, cocaine,herion, etc)	\$4,500	\$500	\$5,000
Cell phone service	\$585	\$65	\$650
modem service	\$648	\$72	\$720
clothing allowance	\$720	\$80	\$800
TOTAL OTHER:	\$6,453	\$717	\$7,170

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Personnel- one narcotic investigator. The investigator will be sworn officer who will investigate narcotic activities in Lancaster County.

Travel-

Mileage: Estimated 30,000 miles per investigator to carry out the duties of the job and to go to any approved training courses offered to enhance job performance at .505 per mile

Lodging: Hotel accommodations for the Narcotic Investigators to attend approved conferences and training

Per Diem: Food for the Narcotic Investigators while attending approved conferences and training

Equipment

Narcotic Digital Scanner/Identifier: Portable Electronic Drug ID unit to help the Investigator ID drugs while in the field.

Other

Narcotic Test Kits (marijuana, cocaine, heroin, etc): Test kits that can be used in the field to test various narcotics.

Cell phone and service: phone and service for investigator to be used while at work and also when on "on-call" status.

Modem: This will be used to pay the monthly fee for internet service so that our Officers will have secured access to our records management system, DMV, NCIC and other Law Enforcement sites while in the field.

Clothing Allowance: to provide each officer with a clothing allowance to purchase clothing suitable for wear in court.

BUDGET NARRATIVE (Continued)

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning July 1 2015 Ending June 30 2016

2. Audit will be submitted to Accounting - Grants by: Dec 2016

(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

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***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

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PROGRAM NARRATIVE

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- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
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miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester, SC to the west, Chesterfield, SC to east and Kershaw, SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

Problem:

According to U.S. Drug Enforcement Administration's (DEA) web-site, South Carolina, once considered a "consumer state" has transcended to being a "source state" for illegal drugs. South Carolina is increasingly documented as a transshipment corridor for all manners of illicit drugs and drug proceeds. There is increasing evidence of organizational activity extending to major distribution hubs, such as New York City, Southern Florida, Southern Texas/Mexico and Southern California. It is strategically located midway between Miami and New York City, where I-20, I-26, and I-77 intersect with I-95 and I-85. South Carolina's location is ideal for transshipping contraband throughout the Eastern Seaboard. From Mexico and the southwest Border States, traffickers travel on I-20 and I-85 to supply northeastern states with cocaine, marijuana, methamphetamine, and heroin. Cocaine hydrochloride (HCl), crack cocaine, and methamphetamine are the major illegal drug threats in South Carolina. Investigations are becoming more complex and cross numerous statewide and nationwide jurisdictions. Cocaine HCl and crack cocaine abuse have long endured as South Carolina's major drug threat; however, methamphetamine poses a slow but steadily increasing threat in the northern regions of the state (Greenville and Florence). Methamphetamine seizures in the last years have seen an increase. Last year, 100 clandestine meth labs were seized in the state; reflecting a 6 percent increase over the previous year. Most illicit drugs are transited to and through the state in small and mid size passenger vehicles. South Carolina continues to be extremely vulnerable as an importation base and transit area for illicit drugs bound for the eastern seaboard of the United States. With its extensive coastline, numerous rural airstrips and matrix of interstate highways, South Carolina represents an attractive transshipment point.

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It is clear that we have marijuana grow problem as well. Members of the South Carolina National Guard and the South Carolina Law Enforcement Division (SLED) Aviation units, along with our current drug investigators routinely do drug eradication flights. In the last couple of years alone, we have found several large outdoor grow operations. These operations are complex in nature complete with irrigation systems. Tens of thousands of marijuana plants have been found representing tens of millions of dollars in street value. In the last few years, we assisted our neighboring county to the west, Chester, with the stake out of a grow operation very similar to the ones we have had in recent years. This stake out resulted in the arrest of several Mexican Nationals. It has become a trend for Mexican gangs to fund these type grow operations and then distribute the resulting marijuana. Due to Lancaster's rural setting, it is widely believed that there are substantially more of these grow operations that have yet to be found.

The pervasiveness of "hard" street drugs in Lancaster County is unknown. In the past during a drug surveillance operation, a traffic stop yielded 15 packets of heroin in the driver's pocket. He then further stated that he had received the heroin from another person in the vehicle and upon further investigations and questioning of the other defendant, it was determined that more packets of heroin were at his residence. With the assistance of several officers, a search warrant for the residence was obtained by a magistrate and was served at the residence. Upon a search of the residence, Narcotic Investigators did locate and seize another 89 packets of heroin. This is one of the largest heroin cases that our County has ever made. Due to the lack of personnel, many more cases like these go unnoticed. Our Narcotics agents have intelligence of the presence of heroin and methamphetamine, but it is still a rarity to make arrests in these type cases. In other words, we know these drugs are out there, this has been proven by accidental overdose cases involving these drugs. The bottom line is we just do not have the resources to

attack the problem. We are well versed in the Lancaster cocaine, crack, pills and marijuana trades, but these other areas we simply do not have the manpower to adequately assess and address these hardcore drugs.

The most current drug data clearly paints the drug problem picture for Lancaster County. Even though the numbers did decline, our County still has a huge drug problem.

2011 Drug Violations/Complaints 298

2012 Drug Violations/Complaints 429

2013 Drug Violations/Complaints 544

2014 Drug Violations/Complaints 459

It is also important to note that our statistics do not include the many cases of obtaining controlled substances by fraud made by DHEC that we assist them with investigating.

The Narcotics division has been able to successfully work with Federal agencies to prosecute some of those offenders through the Federal Court System. When possible, prosecution through the federal system typical results in more severe penalty than state court.

The Lancaster County Sheriff's Office has six regular criminal investigators, three narcotics officers, one grant funded narcotic officer, one sex crime investigator, three crime scene investigators, two grant funded violent crime investigators and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, drug complaints, home invasions, to murders.

The need for the continued funding for this narcotic investigators cannot be overstated. The continued addition of this agent will benefit the County making it possible to have two, two men teams that can actually work narcotic crimes in the entire County as well as having all available to work single operations when needed.

The Sheriff, a former Captain of our Drug Task Force, has placed a heavy emphasis on drug crimes. The Sheriff is a strong believer that drug crimes and drug related crimes are the root of most criminality in Lancaster County. As a result, there was an almost 40% increase in drug cases made by the Sheriff's Office in the Sheriff's first year in office. Therefore, to attack crime you must go to the source of the problem. In other words, if you sever the head the rest of the body will die.

We feel that we have proven our ability to be stewards of all of the grant funding that we have received in the past from JAG funding and we feel that with the addition of two Narcotic Investigators, we will continue to be an agency that JAG officials can see the funding was much needed and invested wisely to improve the County Of Lancaster.

PROGRAM NARRATIVE

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

Broad Goal:

The primary purpose of the program is to improve investigation and prosecution of narcotic related criminal activity in Lancaster County, S.C. This would be accomplished through increased resources, improved coordination with other agencies who deal with narcotic related activity and through increased skill and expertise in the area of narcotics. In addition, the program will take a proactive approach to narcotic related crime in an attempt to prevent additional crimes from occurring within Lancaster County by raising public awareness and education regarding these problems. Collectively, these efforts should result in a decline of narcotic related crime in our jurisdiction.

Specific Plan:

The following tasks and activities will be employed to aggressively combat drug activity:

1. 1 narcotic investigator will be continued to be funded and remain in the criminal investigations division.
2. The narcotic investigator will attend specialized training in the areas of drug activity and increase their knowledge and skills during the year.

3. The investigator will exclusively investigate all drug related activity. The investigator would be assigned rotating weeks of "on call" status to answer or assist other officers with any narcotic violations and or questions.

4. The investigator will provide training to other investigators, patrol officers, and to other agencies on narcotic related indicators and investigation processes, and will attempt to raise public awareness through presentations to community groups.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program**

Grant # _____

App # AG15110

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will serve: _____

Section 2

Grant Period: _____

Begin: 7/1/2015

End: 6/30/2016

Section 3

Project Title: Drug Lab Chemist

Section 4

Project Summary (max. 300 characters): To fund a chemist for our new drug lab that will be used throughout the 6th Judicial Circuit.

Section 5

Type of Application

a. Initial ▼

b. Year of Funds : 1 ▼

Other:(Specify) _____

c. Reimbursable ▼

Section 6

a. Organization Type : County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 7

Agency DUNS number*: _____
(fedgov.dnb.com/webform) 086866944

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000370

Agency Name Lancaster County Sheriff's Office

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803-283-3388

(Area) Fax #: 803-286-9823

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$77,605	\$8,623	\$86,228
Contractual Services	\$0	\$0	\$0
Travel	\$15,719	\$1,746	\$17,465
Equipment	\$49,770	\$5,530	\$55,300
Other	\$2,970	\$330	\$3,300
TOTAL:	\$146,064	\$16,229	\$162,293
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County ▾

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

PERSONNEL	MATCHING FUNDS CATEGORIES		GRANTOR	CASH	TOTAL
	% of Time On Project	Quantity			
SALARIES					
Position Title					
Chemist	100	1	\$54,000	\$6,000	\$60,000
TOTAL SALARIES:			\$54,000	\$6,000	\$60,000

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

	% or Rate	X Base			
Social Security & Medicare (FICA)	.0765		\$4,131	\$459	\$4,590
Retirement	13.41		\$7,241	\$805	\$8,046
Worker's Compensation Insurance	3.46		\$1,868	\$208	\$2,076
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance	11,375		\$10,238	\$1,137	\$11,375
Dental Insurance	141		\$127	\$14	\$141
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:			\$23,605	\$2,623	\$26,228
		TOTAL PERSONNEL:	\$77,605	\$8,623	\$86,228

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage @ 30,000 miles @ .56 per mile	\$15,120	\$1,680	\$16,800
Lodging 7 nights @ \$70 per night	\$441	\$49	\$490
per diem 7 days @ \$25 per day	\$158	\$17	\$175
TOTAL TRAVEL:	\$15,719	\$1,746	\$17,465

Show Section 2-A Disabled

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME - Also, DO NOT include leased, rented items or software)

ITEM	QUANTITY	GRANTOR	CASH	TOTAL
Vehicle and accesories	1	\$31,500	\$3,500	\$35,000
Light bar package, siren and speakers	1	\$1,890	\$210	\$2,100
Dual band radio	1	\$5,670	\$630	\$6,300

In car radio	1	\$1,710	\$190	\$1,900
Installation	1	\$900	\$100	\$1,000
Computer and accessories	1	\$3,600	\$400	\$4,000
Registration Fees for training		\$3,600	\$400	\$4,000
Cell Phone and service	1	\$900	\$100	\$1,000
TOTAL EQUIPMENT:		\$49,770	\$5,530	\$55,300

Other:

Clothing/Uniforms		\$1,350	\$150	\$1,500
Protective Clothing		\$720	\$80	\$800
Office Supplies		\$900	\$100	\$1,000
TOTAL OTHER:		\$2,970	\$330	\$3,300

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

PERSONNEL

Chemist: for the salary and benefits for a chemist that will be dedicated to the drug analysis of all Lancaster County drug cases and the other agencies within the 6th Judicial Circuit.

TRAVEL

Mileage: to be used by the chemist to travel to any approved training, crime scenes if needed and to court to provide expert testimony

Lodging: hotel accommodations for the chemist while attending approved training

Per Diem: food for the chemist while attending approved training

EQUIPMENT

Vehicle and Accessories: four door sedan with accessories (to include lights and siren) to be used by chemist

In Car Radio: to be placed in the vehicle to allow chemist to keep contact with Communications and other officers in the departments

Dual Band Radio: to be used by the chemist to keep contact with Communications and other officers in the departments when away from his/her vehicle

Installation: to be used so the radio, lights and sirens and etc can be installed on the vehicle

Computer and Accessories: to include monitor, speakers, cables, etc. and will be used by the chemist to complete reports on drug analyses completed, complete documentation necessary for court and to keep statistics for the grant

Registration Fees for Training: to send chemist to training provided by the vendor on specific drug analysis equipment

Cell Phone and service: to be used by the chemist for on call status and for communications with other units or the office while in the field.

OTHER

Clothing/Uniforms : to be used by chemist for the purchase of uniforms for court attire for courtroom testimony.

Protective Clothing: to be used to purchase appropriate clothing for lab working conditions

Office Supplies: used for purchase of everyday supplies (stapler, scissors, pens, folders, printer cartridges and etc)

BUDGET NARRATIVE (Continued)

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It is also important to note that our statistics do not include the many cases of obtaining controlled substances by fraud made by DHEC that we assist them with investigating.

In years 2009-2011, the combined drug cases for our region averaged 870 (South Carolina Law Enforcement Division, Beyond 20/20 Project, 2011), the highest for any rural area in the state. Law enforcement agencies in the region have experienced delays in getting cases to court, primarily due to the delays at SLED in conducting forensic analyses of local evidence. An average of 345 samples is submitted to SLED from the Catawba Region each year (not counting marijuana, as SLED does not provide THC analysis at this time). The delay in receiving results averages one month and often results in offenders making bond and returning to the community where they can continue the sale and/or use of drugs and commit other crimes, often violent offenses.

In 2014, we took in over 566 pieces of narcotic evidence. We analyzed 150 marijuana cases from those 566 cases. The other pieces, if not marijuana, have been sent to SLED for processing. The evidence technician and crime scene investigators analyze the marijuana here once they get notification the case is going to court. With a chemist, we would have been able to analyze all 566 pieces with less than a 15 day wait period for results.

The Lancaster County Sheriff's Office has devised a plan to significantly improve prosecution of drug related cases in the circuit. Lancaster County opened in May of 2013 an entire new Crime Scene building and within the new facility has expanded evidence storage areas and a space to be employed for development of a forensic drug analysis laboratory that has the potential to serve all nine law enforcement divisions in the circuit, as well as the Kershaw Correctional Institute.

In November 2014, Sheriff Faile along with County Council and The County Administrator was able to secure the funding for the creation of the actual Drug Lab and all of the equipment needed to run the Drug Lab. The only shortage that they were unable to provide was the Chemist to actually work in the Drug Lab. So, all of the new forensic drug analysis laboratory is funded, we just need funding for the Chemist.

Command Staff has conducted an exhaustive review of best practices related to drug analysis, chain of custody, and processing of evidence, reviewed and toured similar facilities, and developed a collaborative proposal for consideration under JAG. Law enforcement officials will submit drug specimens directly to the local lab for analysis, significantly increasing the timeliness of response, simplifying the chain of custody, and enhancing the capacity for providing courtroom testimony.

We feel that we have proven our ability to be stewards of all of the grant funding that we have received in the past from JAG funding and we feel that with the funding of a Chemist for the new Drug Analysis Laboratory we will continue to be an agency that JAG officials can see the funding was much needed and invested wisely to improve Lancaster County.

PROGRAM NARRATIVE

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

PROJECT PURPOSE:

The goal of the project is to hire a chemist for the New Drug Lab and to provide drug analysis reports to the Solicitor's Office of the 6th Circuit within 15 days of collection.

The Drug Analysis Laboratory will perform drugs of abuse collections testing following strict Department of Health and Human Service guidelines, following a state-of-the-art, dual testing process. Specimens will be initially screened for drugs of abuse using immunoassay techniques with the highest quality Enzyme-Multiplied Immunoassay Technique (EMIT II) reagents. All presumptive positives are confirmed by Gas Chromatography or Mass Spectrometry (GC/MS). This testing methodology is the gold standard for the industry and is recognized by scientists and the courts as being the definitive method for test result verification. Samples reported as positive are

supported by a considerable body of chemical evidence. This strict collection and testing methods eliminate the possibility of false positives and assure law enforcement the highest degree of accuracy possible.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

Grant # _____

App # AH16047

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will
serve: _____

Section 2

Project Location: _____

Section 3

Program Area: _____

Section 4

Project Period: _____

Begin: October 1 2015

End: September 30 2016

Section 5

Grant Period: _____

Begin: _____

End: _____

Section 6

Project Title: Traffic Enforcement Unit

Section 7

Project Summary: This grant project will allow The Lancaster County Sheriff's Office to establish a Traffic Unit to focus on speeding, impaired driving issues and occupant protection within the County of Lancaster.

Section 8

Type of Application Initial ▼

b. Year of Funds : 1 ▼

Do you plan to apply for additional years
of funding after 1st year? Yes ▼

Section 9

a. Organization Type : County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 10

Agency DUNS number*: 086866944
(fedgov.dnb.com/webform)

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

Agency Name Lancaster County Sheri

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803 283 3388

(Area) Fax #: 803 286 9823

COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION

Section 11

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
A321 Personnel	\$115,571	\$0	\$115,571
A331 Contractual Services	\$0	\$0	\$0
A341 Travel	\$34,500	\$0	\$34,500
A351 Equipment	\$102,800	\$0	\$111,760
A371 Other	\$8,960	\$0	\$8,960
TOTAL:	\$261,831	\$0	\$261,831

Section 12

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS

Other (Explain):

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL
1. PERSONNEL			
A. SALARIES	Annual	% of Time	
Position Title	Salary/Rate X	On Project	
Traffic Enforcement Officers (2)	37,158.00 x 2	100	\$74,316
			\$0
			\$74,316
	TOTAL SALARIES:		\$74,316
			\$0
			\$74,316

B. FRINGE BENEFITS, EMPLOYER PORTION:

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	% or Rate	X Base			
Social Security & Medicare (FICA)	.0765	74316	\$5,686	\$0	\$5,686
Retirement	13.41	74316	\$9,966	\$0	\$9,966
Worker's Compensation Insurance	3.46	74316	\$2,571	\$0	\$2,571
Unemployment Insurance			\$0	\$0	\$0
Health Insurance	11,375		\$22,750	\$0	\$22,750
Other:	141		\$282	\$0	\$282
TOTAL FRINGE BENEFITS			\$41,255	\$0	\$41,255
		TOTAL PERSONNEL:	\$115,571	\$0	\$115,571

CONTRACTUAL SERVICES:

(Describe services to be performed)

			\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES			\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, parking, per diem)

In-State Travel:

Traffic Enforcement Miles 30,000 each @.575 x 2 officers			\$34,500	\$0	\$34,500
			\$0	\$0	\$0

Out-of State Travel:

			\$0	\$0	\$0
TOTAL TRAVEL:			\$34,500	\$0	\$34,500

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

CATEGORIES

GRANTOR CASH MATCHING TOTAL FUNDS

IV. EQUIPMENT:

(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.)

ITEM	QUANTITY			
Police Vehicles @ 27,000 each	2	\$54,000	\$0	\$54,000
In car digital video cameras w/ accessories	2	\$10,400	\$0	\$10,400
In car Radars	2	\$5,000	\$0	\$5,000
Light Bar Package w/ speaker and sirens	2	\$4,400	\$0	\$4,400
Mobile Modem w/ computer mount, cradle and charger	2	\$3,000	\$0	\$3,000
Laptop computer w/ printer	2	\$3,000	\$0	\$3,000

In Car Radio	2	\$3,000	\$0	\$3,000
Mobile Walkie Talkie 800 MHZ	2	\$12,000	\$0	\$12,000
Vehicle Accessories (push bumper/transport cage/console,etc)	2	\$4,000	\$0	\$4,000
LIDAR	2	\$4,000	\$0	\$4,000
TOTAL EQUIPMENT:		\$102,800	\$0	\$102,800

V. OTHER:

Install all wiring stripe/decals		\$3,400	\$0	\$3,400
Modem Service \$40 per month		\$960	\$0	\$960
Cell Phone and monthly service @50 per month		\$1,600	\$0	\$1,600
Registration fee for trainings		\$1,000	\$0	\$1,000
Checkpoint supplies (cones, traffic vest, raincoats, lighted wand)		\$2,000	\$0	\$2,000
TOTAL OTHER:		\$8,960	\$0	\$8,960
TOTAL PROJECT COST:		\$111,760	\$0	\$111,760

BUDGET NARRATIVE

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

Personnel:

Officers: 2 officers dedicated to enforcing traffic by concentrating on speed, impaired driving and occupant protection.

Travel:

Mileage: Miles that will be traveled to carry out the duties of the program and to attend any approved training.

Equipment:

Police Vehicles: Vehicles to be used by the Traffic Enforcement Officers.

In car digital video cameras w/ accessories: Camera system that is necessary for the officers to document that persons were lawfully stopped and that videos obtained will be used during prosecution.

In car Radars: Dual antenna mounted radar to be used while officers are in their vehicles to gather legal evidence of speeding and conduct a lawful traffic stop.

Light Bar Package w/ speaker and sirens :(Lights, light bar, brackets and hideaway lights) Lights to be used on the officers vehicles to be compliant with State Laws. Siren, Siren switch and bracket: Equipment used to alert traffic violators during traffic stops and speakers to deal with other certain emergency situations.

Mobile Modem w/ computer mount and cradle: These modems will be used by both officers to access DMV records, NCIC records and our local records management system. Computer Mount is a mount that the in car laptop is placed on for the officer to use while doing Traffic Enforcement. Computer Cradle is a cradle that the computer mount is secured by so that the laptop is secure and will not fall to the floorboard when the officer is working. Charger is to be used to keep the modem charged when the vehicle is cut off.

Laptop computer w/ printer: Computers to allow officers to prepare paperwork required by the department, maintain performance reports, and devise lesson plans for presentations. The printer will allow the officers to print reports and such while on the street.

In Car Radio: Radio installed in the vehicle so that officers can communicate with other officers, departments and communications.

Mobile Walkie Talkie dual band UHF/800 MHZ: Mobile walkie talkies to permit officers the ability to communicate with other officers, the department and Communications.

Vehicle Accessories (push bumper & wrap/transport cage/console; etc): The vehicle that we are purchasing does not come standard with a console made to hold the radio, radio switches, and outlets. This console is necessary to mount the radio and switches to since there is nothing to mount them to. Equipment to be installed into the patrol vehicle for a barrier between the arrested person and the officer and windows to prevent them from kicking out the side windows. Push bumper/wrap to be installed on the vehicle to assist with less damage in the case of an accident. Transport seat to be used to install in the place of rear seats so that the seats are washable and more feasible for prisoner transport. Inverter is to be used for plugging the charger, computer, printer and etc into so that there is enough power throughout the vehicle.

LIDAR: To be used by the officers when working high traffic areas so that they can focus on individual vehicles in a stream of vehicles.

OTHER:

Install- all wiring stripe/decals: The enforcement team's vehicles will be striped like our current fleet, except these vehicles will be marked with the OHS decals as required. Installation of all radio, siren, computer mounts, partitions and lights will be covered by this line item.

Modem Service: This will be used to pay the monthly fee for internet service so that our Officers will have access to DMV, NCIC while in the field.

Cell Phone and monthly service: Phones to be used for officers to contact other officers, communications and other agencies. Also to be used for the "on-call" status.

Registration fee for trainings: To be used when officers need to attend training that relates to Traffic Enforcement.

Checkpoint supplies (cones, traffic vest, raincoats, and lighted wands): Equipment includes traffic items to be used by the officers at checkpoints and on traffic stops.

BUDGET NARRATIVE (Continued)

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), **including the management letter, if applicable, to:**

Craig Luccy
Senior Accountant
S.C. Department of Public Safety
10311 Wilson Blvd.
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning July 1 2015 Ending June 30 2016
1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs
by: December 2016

(Date)

NOTE: The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion of your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed. Attach additional pages as needed.

The Lancaster County Sheriff's Office, (LCSO), is the primary law enforcement agency for Lancaster County, a county with an estimated population of 80,458 people. (US Census) The county consists of approximately 550 sq. miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester SC to the west and Chesterfield SC to east and Kershaw SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

The Lancaster County Sheriff's Office received National Accreditation (CALEA) in November 2013. There is only 9 Sheriff's Office in the State to receive this Accreditation and we were the 9th one. The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence. Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;

- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

We have recently restructured our Patrol Division and their assignments. In 2014, this is how the assignments were laid out: We currently have three districts and we have four rotating shifts that cover the districts. We have 3 District Commanders that are responsible for their District. Then we have a Shift Sergeant assigned to each district, each rotation who is responsible for running the daily operations of the shift. Two deputies from each shift are assigned to the Town of Kershaw under a contract for services between the Town of Kershaw and the Lancaster County Sheriff's Office. So this equals out to 7 deputies and 3 Sergeants to patrol and answer calls for service from the remainder of the 550 sq. mile area of Lancaster County. This of course is assuming that no one is out sick, on vacation, in court or training.

These nine deputies per shift are tasked with answering most of the 50,000 calls for service the Lancaster County Sheriff receives each year. These calls for service also include the warrant service issued by the Magistrates and courtesy summons.

Our court services unit (15 officers that is funded by a special tax fund which allows these offices to be used for the following named purposes only) serves the civil process when not performing court duty at Family Court, General Sessions, Civil Court, Drug Court and Magistrates Court. The court services unit also handles all prisoner transports to court and doctor appointments along with transports to mental health facilities throughout the state.

We currently have two grant funded DUI enforcement officers. They work under the direction of a Lieutenant and there is one other officer in that section that works traffic related issues, and this is the only 4 officers that we have that work any type of traffic enforcement.

The Lancaster County Sheriff's Office also has six regular criminal investigators, four narcotics officers, one gang investigator, one sex crime investigator and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, home invasions, to murders. In October 2013, we added two grant funded violent crime investigators that are assigned all of the violent crimes. We also have three crime scene investigators and an evidence custodian.

As you can see from above, we have stretched our officers out as far as they can be. This is the reason that we need funding for the two Traffic Enforcement Officers.

During the last three years, the Sheriff's Office has conducted numerous saturation patrols and checkpoints and been able to increase the number of impaired driver arrest in our county, but has been unable to impact all the traffic safety problems being experienced by the county.

According to the US Census Bureau, Lancaster County is now the 16th largest and 3rd fastest growing county in the state. Lancaster County is growing and with this growth, the area is already experiencing increases in road travel and registered vehicles on the roadways, as well as the corresponding rise in traffic collisions and violations of traffic laws and will continue to do so.

Lancaster County ranks approximately 16th in the state for all fatal and severe injury DUI Alcohol and/or Drug collisions and approximately 19th in the state for all fatal and sever injury collisions for the year 2009-2013 according to the 2016 Highway Safety Funding Guidelines document. The entire population of Lancaster County is either directly or indirectly affected by traffic collisions through lost work time or loss of jobs, rising health care and insurance costs, rehabilitative costs, or, more importantly, the loss of loved ones. Even though we may not be considered the worse in the State, the next facts are very alarming!

The following was obtained from SCDPS' Strategic Highway Safety Plan Manager:

In 2014* Lancaster County had 16 fatal collisions with 17 persons killed. In 2013, 7 fatal collisions and 7 persons killed, 2012 we had 9 fatal collisions and 9 persons killed and in 2011 Lancaster County experienced 22 fatal collisions with 24 persons killed. As you can see from these numbers, 2011 was a really bad year for Lancaster County and then our numbers decreased but then in 2014, our numbers more than doubled and went back up. We feel that our DUI Enforcement Unit helped with the decrease of these collisions, but with our number of DUI arrest continuing to grow every year, we continue to see the need for more Traffic Enforcement. Of the 16 fatal collisions reported in 2014, 5 of those were DUI related. That tells us that we have more than just a DUI problem that we need to focus on. That is why we desperately need the funding for this Traffic Enforcement Unit. (*preliminary information)

With the creation of The Lancaster County Traffic Enforcement Team, we will focus on Speed Enforcement, DUI enforcement, and Occupant Protection Enforcement and work towards a reduction in collisions. One of the best ways to address the Lancaster County Traffic Collision problem is by Enhanced Enforcement; it's critical to achieving a reduction in the collisions within Lancaster County.

These two officers will enable the Lancaster County Sheriff's Office to dedicate two officers to spend 100% of their time on Traffic Enforcement. These two officers hired by this grant will have a significant impact on all collisions occurring in the county and reduce the negative statistics relating to traffic collisions, injuries and fatalities being experienced in Lancaster County.

PROGRAM NARRATIVE

PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

1. To decrease the number of fatal traffic collisions in Lancaster County by 50% from 16 in 2014 to 8 during the grant term.
2. To decrease the number of all traffic collisions in Lancaster County by 3% from 1342 in 2014 to 1300 during the grant term.
3. To decrease the number of DUI-related collisions in Lancaster County by 10% from 84 in 2014 to 75 during the grant term.
4. To decrease the number of DUI-related fatalities in Lancaster County by 60% from 5 in 2014 to 2 during the grant term.

IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.

1. Statistics shall be obtained from the SCDPS to verify that fatal traffic collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period.
2. Statistics shall be obtained from the SCDPS to verify that all traffic collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period.
3. Statistics shall be obtained from the SCDPS to verify that DUI-related collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period. Statistical data will be reviewed and analyzed throughout the grant period to determine the time of day, probable cause, the area of the accident, and other pertinent facts regarding DUI-related collisions that are occurring in order to determine where and how to focus the saturation for traffic efforts.
4. Statistics shall be obtained from the SCDPS to verify that DUI-related traffic fatalities in the jurisdiction of Lancaster County are decreasing by the end of the grant period.

PROGRAM NARRATIVE

SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for specific time periods.

1. To conduct a minimum of one public safety checkpoint per month by September 30, 2016.
2. To issue monthly press releases to the local media outlets detailing the activities of the Traffic Enforcement Unit.
3. To have each grant-funded officer maintain a daily log of contacts made in the course of patrolling, to include verbal warnings and written citations, during the course of the grant period.
4. To participate actively in the local Law Enforcement Network.
5. To participate in all aspects (enforcement, education and media) with The Office of Highway Safety and Justice Programs in promoting National Child Passenger Safety Week (September), occupant protection and impaired driving statewide mobilization campaigns, and Drunk and Drugged Driving (3D) Prevention Month (December).
6. To submit work schedules with the monthly report forms.
7. To submit the Monthly Enforcement Data Report Form by the 10th of the month for the previous month.
8. To conduct at least six educational presentations during the grant year for schools, churches, businesses and civic groups on the dangers of speeding, DUI and non compliance of occupant protection and the activities of the Traffic Enforcement Team.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program**

Grant # _____

App # AG15068

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will
serve: _____

Section 2

Grant Period: _____

Begin: 7/1/2015

End: 6/30/2016

Section 3

Project Title: Violent Crime Investigators

Section 4

Project Summary (max. 300 characters): Continue funding for the violent crimes unit to concentrate on violent crimes and offenders throughout Lancaster County.

Section 5

Type of Application

a. Continuation ▼

b. Year of Funds : 3 ▼

Other:(Specify) _____

c. Reimbursable ▼

Section 6

a. Organization Type : County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 7

Agency DUNS number*: 086866944
(fedgov.dnb.com/webform)

Has your agency registered with Central
Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000370

Agency Name Lancaster County Sheriff's Office

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803-283-3388

(Area) Fax #: 803-286-9823

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$111,227	\$12,357	\$123,584
Contractual Services	\$0	\$0	\$0
Travel	\$12,996	\$1,444	\$14,440
Equipment	\$15,300	\$1,700	\$17,000
Other	\$9,144	\$1,016	\$10,160
TOTAL:	\$148,667	\$16,517	\$165,184
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

MATCHING FUNDS CATEGORIES

PERSONNEL

SALARIES	% of Time On Project	Quantity	GRANTOR	CASH	TOTAL
Position Title					
Violent Crime Investigator \$45,000 each	100	2	\$81,000	\$9,000	\$90,000
TOTAL SALARIES:			\$81,000	\$9,000	\$90,000

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate	X Base			
Social Security & Medicare (FICA)	.0765	\$6,197	\$688	\$6,885
Retirement	13.41%	\$10,862	\$1,207	\$12,069
Worker's Compensation Insurance	3.46%	\$2,803	\$311	\$3,114
Unemployment Insurance (on first \$7,000 only)		\$0	\$0	\$0
Health Insurance	11,375	\$10,238	\$1,137	\$11,375
Dental Insurance	141	\$127	\$14	\$141
Pre-Retirement Death Benefit		\$0	\$0	\$0
Accident Death Benefit (Police Officers)		\$0	\$0	\$0
Other Employer Contributions (Itemize)		\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:		\$30,227	\$3,357	\$33,584
	TOTAL PERSONNEL:	\$111,227	\$12,357	\$123,584

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage 12000 @ .56 x 2officers	\$12,096	\$1,344	\$13,440
Lodging 5 nights x \$70 x2officers	\$630	\$70	\$700
Per Diem 5 days/nights @ \$30 x 2 officers	\$270	\$30	\$300
TOTAL TRAVEL:	\$12,996	\$1,444	\$14,440

Show Section 2-A Disabled

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software

ITEM	QUANTITY	GRANTOR	CASH	TOTAL
Ballistic RIFLE plates and plate carrier vest 1500 each	2	\$0	\$0	\$3,000
Dual Band Walkie Talkies	2	\$0	\$0	\$14,000
TOTAL EQUIPMENT:		\$15,300	\$1,700	\$17,000

Other:

Clothing allowance \$800 each		\$1,440	\$160	\$1,600
Cell phone service @\$75 per month x 12 mo x 2 officer		\$1,620	\$180	\$1,800
Office Supplies		\$270	\$30	\$300
Registration/Training Fees @ \$1000 each		\$1,800	\$200	\$2,000
Modem Service \$560 per year x 2 officers		\$1,008	\$112	\$1,120
GPS Tracking 450 each	2	\$810	\$90	\$900
GPS Tracking usage fee 300 per year per unit	2	\$540	\$60	\$600
Rifle Rail for colt rifles 400 each	2	\$720	\$80	\$800
Weapon Mount for night visions 170 each	2	\$306	\$34	\$340
Muzzle Break for colt rifles 200 each	2	\$360	\$40	\$400
Combination back pack/hydration pack 150 each	2	\$270	\$30	\$300
TOTAL OTHER:		\$9,144	\$1,016	\$10,160

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Personnel:

Officers: 2 dedicated to investigation of violent crime cases for the Lancaster County Sheriff's Office

Travel:

Mileage: Estimated 12000 to carry out the duties of the job and to go to any approved training courses offered to enhance job performance at .56 per mile

Lodging: Hotel accommodations for the officers to attend approved conferences and training

Per Diem: Food for the officers while attending approved conferences and training

EQUIPMENT

Ballistic RIFLE plates and plate carrier vest: Lightweight ballistic rifle plates. Used for protection against high power rifle rounds. Necessary when serving high risk warrants and operations such as violent felonies and active shooter events. Plate carrier vest is needed to carry the above rifle plates and provides proper placement of the plates on the body for maximum protection from incoming rifle fire.

Dual Band Walkie Talkies: 800 Mhz & UHF capable to be used by investigators while in the field to communicate with the Sheriff's Office and other Deputies.

Other:

Clothing Allowance: This will be used by each Investigator so that they have the proper attire to wear to court for trials and to wear while Investigating the Violent Crimes.

Cellular Phone Service: To allow the officers to make contact with victims, service providers and other personnel related to their duties.

Office Supplies: To be used by the investigators to do their daily task (including but not limited to: print cartridges, pens, paper, stapler, staples, paperclips, white out, tape, post it notes)

Training Registration Fees: To be used to pay for approved training courses offered to a violent crimes investigator

Modem Service: This will be used by each Investigator so that they can work on reports, investigations, and other grant related paperwork while in the field. This modem service will give them access to our records management system and other law enforcement sites while in the field.

GPS Tracking: While meeting Federal GUIDELINES, A device that can be placed on "decoy" vehicles/trailers (etc) and monitored once the suspect attempts to steal the decoy.

GPS Tracking usage fee: Monthly charges.

Rifle Rail for colt rifles: This is an accessory rail for our colt rifles. Allows us to mount weapon lights, Slings and other gear to rifles to improve their functionality and our safety through a more ergonomically set up rifle.

Weapon Mount for night visions: This weapon mount is needed to mount our GT14 night vision monocular to our rifles. Needed for night time operations, search warrants, surveillance, etc. The quick release mount allows for rapid application of the optic to the gun without the use of tools.

Muzzle Break for colt rifles: This muzzle brake is an add on part for our colt rifles. It is designed to reduce muzzle climb and flash when shooting. This allows the shooter to make more accurate shots and faster follow up shots while reducing our exposure to hazardous excessive muzzle flash.

Combination back pack/hydration pack: This combination back pack and hydration pack will allow us to carry our most needed gear for situations when we are away from our vehicles. Most needed when doing surveillance or fugitive tracking on foot. Will allow us to carry optics, ammunition, clothing / rain gear, radios, food / water, documentation gear, cameras, etc.

BUDGET NARRATIVE (Continued)

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning July 1 2014 Ending June 30 2015
2. Audit will be submitted to Accounting - Grants by: Dec 2015
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1) PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

Background:

The Lancaster County Sheriff's Office, (LCSO), is the primary law enforcement agency for Lancaster County, a county with an estimated population of 80,458 people. (United States Census). The county consists of approximately 550 sq. miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester, SC to the west, Chesterfield, SC to east and Kershaw, SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

The (Lancaster County Sheriff's Office) LCSO is mandated to investigate all reported crimes. In 2011, the LCSO received 43,414 calls for service and of these calls, 3,120 were major reportable offenses per the Uniform Crime Reporting required by the federal government. In 2012, the LCSO received 47,733 calls for service and of these calls, 4,266 were major reportable offenses per the Uniform Crime Reporting required by the federal government. And in 2013, the LCSO received 47,952 calls for service and of these calls, 3,477 were major reportable offenses per the Uniform Crime Reporting required by the federal government and in 2014, the LCSO received 50,878 calls for service and of these calls, 5,009 were major reportable offenses per the Uniform Crime Reporting required by

the federal government.

As you can see just from the years listed above, we have had almost a 6% increase in calls for service just from 2013 to 2014. Of those major reportable offenses, we noted an increase of approximately 40%.

In October of 2014, Lancaster City was named as the 2nd most dangerous city in South Carolina. Even though these statistics cited the City of Lancaster, the Sheriff is still responsible for those stats and he works diligently with the City Police to combat the crime in the City as well as the County. (*
<http://www.homesecurityshield.org/news/20-most-dangerous-cities-in-south-carolina/>)

We have recently restructured our Patrol Division and their assignments. In 2014, this is how the assignments were laid out: We currently have three districts and we have four rotating shifts that cover the districts. We have 3 District Commanders that are responsible for their District. Then we have a Shift Sergeant assigned to each district, each rotation who is responsible for running the daily operations of the shift. Two deputies from each shift are assigned to the Town of Kershaw under a contract for services between the Town of Kershaw and the Lancaster County Sheriff's Office. So this equals out to 7 deputies and 3 Sergeants to patrol and answer calls for service from the remainder of the 550 sq. mile area of Lancaster County. This of course is assuming that no one is out sick, on vacation, in court or training.

These nine deputies per shift are tasked with answering most of the 50,000 calls for service the Lancaster County Sheriff receives each year. These calls for service also include the bench warrant service issued by the Magistrates and courtesy summons. Our court services unit (15 officers that is funded by a special tax fund which allows these offices to be used for the following named purposes only) serves the civil process when not performing court duty at Family Court, General Sessions, Civil Court, Drug Court and Magistrates Court. The court services unit also handles all prisoner transports to court and doctor appointments along with transports to mental health facilities throughout the state.

The Lancaster County Sheriff's Office also has six regular criminal investigators, three narcotics officers one new grant funded narcotic officer, one gang investigator, one sex crime investigator, three crime scene investigators and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, home invasions, to murders. In October 2013, we added two grant funded violent crime investigators that are assigned all of the violent crimes.

The criminal investigators receive on an average 30 -40 cases per investigator per month to investigate. These investigators typically can clear (by arrest, unfound, ex-clear) approximately 20% of those cases within a month, if they have not had any major cases assigned to them within that month. If the investigator has had a major case assigned during the month, it could be as less as 10% of the cases that can be cleared. The narcotics, gang, sex crime and white collar investigators receive about the same number of assigned cases each month as the criminal investigators and their clearance rates are around the same.

The problem:

Lancaster County is continuing to face an increase in violent crime. As should be readily apparent, Lancaster County Sheriff's Office resources are stretched thin. With the manpower we have, the Sheriff's Office has done an excellent job solving crimes as they occur, however, with the limited resources, the Sheriff's Office has had to use numerous man hours on the investigations of violent crimes and some of our smaller crimes had to be placed on the back burner until the investigations unit could cut an investigator loose to work other cases.

According to our Investigations Division Captain, on a cut and dry murder (where the suspect is known, but witness statements still have to be taken) the Investigator will spend approximately 50-75 hours on the case. This does not include all the other Investigators that may assist; this is for the lead investigator only. In a more detailed murder case where you have a victim, but no suspect; two Investigators are usually assigned to these cases and they can log over 500 hours on the case and this does not include the man hours for any other support staff that may be assisting. Again, while these hours accumulate for Investigators from a murder scene, the burglary, larceny, assault and battery, vandalism, sex crime cases and etc. continue to come in. Crime does not stop just because of a murder or another violent crime; cases still come in at a steady pace. From a leadership perspective, this is not something you want to see continue. A victim of a crime, regardless of the type of crime, is still a victim and we need to be able to work every crime equally, and without these dedicated Violent Crime Investigators, this would be our only solution.

According to the SC Code of Laws: SECTION 16 1 60 Violent crimes have been defined as:
For purposes of definition under South Carolina law, a violent crime includes the offenses of: murder (Section 16 3

10); attempted murder (Section 16 3 29); assault and battery by mob, first degree, resulting in death (Section 16 3 210(B)); criminal sexual conduct in the first and second degree (Sections 16 3 652 and 16 3 653); criminal sexual conduct with minors, first and second degree (Section 16 3 655); assault with intent to commit criminal sexual conduct, first and second degree (Section 16 3 656); assault and battery with intent to kill (Section 16 3 620); assault and battery of a high and aggravated nature (Section 16 3 600(B)); kidnapping (Section 16 3 910); trafficking in persons (Section 16 3 930); voluntary manslaughter (Section 16 3 50); armed robbery (Section 16 11 330(A)); attempted armed robbery (Section 16 11 330(B)); carjacking (Section 16 3 1075); drug trafficking as defined in Section 44 53 370(e) or trafficking cocaine base as defined in Section 44 53 375(C); manufacturing or trafficking methamphetamine as defined in Section 44 53 375; arson in the first degree (Section 16 11 110(A)); arson in the second degree (Section 16 11 110(B)); burglary in the first degree (Section 16 11 311); burglary in the second degree (Section 16 11 312(B)); engaging a child for a sexual performance (Section 16 3 810); homicide by child abuse (Section 16 3 85(A)(1)); aiding and abetting homicide by child abuse (Section 16 3 85(A)(2)); inflicting great bodily injury upon a child (Section 16 3 95(A)); allowing great bodily injury to be inflicted upon a child (Section 16 3 95(B)); criminal domestic violence of a high and aggravated nature (Section 16 25 65); abuse or neglect of a vulnerable adult resulting in death (Section 43 35 85(F)); abuse or neglect of a vulnerable adult resulting in great bodily injury (Section 43 35 85(E)); taking of a hostage by an inmate (Section 24 13 450); detonating a destructive device upon the capitol grounds resulting in death with malice (Section 10 11 325(B)(1)); spousal sexual battery (Section 16 3 615); producing, directing, or promoting sexual performance by a child (Section 16 3 820); lewd act upon a child under sixteen (Section 16 15 140); sexual exploitation of a minor first degree (Section 16 15 395); sexual exploitation of a minor second degree (Section 16 15 405); promoting prostitution of a minor (Section 16 15 415); participating in prostitution of a minor (Section 16 15 425); aggravated voyeurism (Section 16 17 470(C)); detonating a destructive device resulting in death with malice (Section 16 23 720(A)(1)); detonating a destructive device resulting in death without malice (Section 16 23 720(A)(2)); boating under the influence resulting in death (Section 50 21 113(A)(2)); vessel operator's failure to render assistance resulting in death (Section 50 21 130(A)(3)); damaging an airport facility or removing equipment resulting in death (Section 55 1 30(3)); failure to stop when signaled by a law enforcement vehicle resulting in death (Section 56 5 750(C)(2)); interference with traffic control devices, railroad signs, or signals resulting in death (Section 56 5 1030(B)(3)); hit and run resulting in death (Section 56 5 1210(A)(3)); felony driving under the influence or felony driving with an unlawful alcohol concentration resulting in death (Section 56 5 2945(A)(2)); putting destructive or injurious materials on a highway resulting in death (Section 57 7 20(D)); obstruction of a railroad resulting in death (Section 58 17 4090); accessory before the fact to commit any of the above offenses (Section 16 1 40); and attempt to commit any of the above offenses (Section 16 1 80). Only those offenses specifically enumerated in this section are considered violent offenses.

Below are a few of the violent crimes statics that we have for 2011- 2012- 2013-2014

Offense	2011	2012	2013	2014	
Murder/Homicide/Manslaughter	4	15	6	1	
Armed Robbery	45	53	33	44	
Burglary	663	822	687	539	
Kidnapping	7	17	7	4	
Arson	10	14	6	9	
Sex Crime (Rape, CSC, etc)	75		68	72	90
Weapon Law Violations	42	69	59	42	
Drug Violations	298	429	544	391	
Assault (Attempted Murder/ CDV HAN/ Aggravated Assault/ A & B HAN/ A&B w/ intent to kill/Assault by mob/ Pointing & presenting a firearm)	147	129		169	155

Even though we had a decrease in some of these categories, we saw an increase in our armed robberies, arsons and sex crimes. The murder rape did decrease, but even 1 murders is one too many and with the grant continued grant funding, our goal is to hopefully cut that number to zero.

The Proposed Solution:

The proposal of this grant is to continue funding a Violent Crime Investigations Unit. The Violent Crime Unit will continue to investigate all violent crimes. These investigators will continue to work closely with the criminal investigators and narcotics unit to try to reduce the number of repeat offenders by forming solid cases and seeking full prosecution on these offenders. Having dedicated Investigators to work the violent crimes will enable the Criminal Investigators to work the normal case loads that come in on a daily basis while the Violent Crime Investigators will work their cases. As stated above, a victim of a crime, regardless of the type of crime, is still a victim and we need to be able to work every crime equally, but without these dedicated Violent Crime Investigators we will be unable to meet those demands.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
HIGHWAY SAFETY GRANT APPLICATION**

Grant # _____

App # AH16047

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will serve: _____

Section 2

Project Location: _____

Section 3

Program Area: _____

Section 4

Project Period: _____

Begin: October 1 2015

End: September 30 2016

Section 5

Grant Period: _____

Begin: _____

End: _____

Section 6

Project Title: Traffic Enforcement Unit

Section 7

Project Summary: This grant project will allow The Lancaster County Sheriff's Office to establish a Traffic Unit to focus on speeding, impaired driving issues and occupant protection within the County of Lancaster.

Section 8

Type of Application: Initial ▼

b. Year of Funds: 1 ▼

Do you plan to apply for additional years of funding after 1st year? Yes ▼

Section 9

a. Organization Type: County ▼

Other: (Specify) _____

b. U. S. Congressional District 05

Section 10

Agency DUNS number*: 086866944
(fedgov.dnb.com/webform)

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

Agency Name Lancaster County Sheriff
 Address 1520 Pageland Highway
 City Lancaster
 State South Carolina

(Please use the Name/Address above instead of this field)
 Name and Address of Implementing Agency

10 Digit Zip 29720-0908
 (Area) Phone #: 803 283 3388
 (Area) Fax #: 803 286 9823

COMPLETE PAGES 2-5 BEFORE COMPLETING THIS SECTION

Section 11

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
A321 Personnel	\$115,571	\$0	\$115,571
A331 Contractual Services	\$0	\$0	\$0
A341 Travel	\$34,500	\$0	\$34,500
A351 Equipment	\$102,800	\$0	\$111,760
A371 Other	\$8,960	\$0	\$8,960
TOTAL:	\$261,831	\$0	\$261,831

Section 12

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS

Other (Explain):

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL
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1. PERSONNEL

A. SALARIES

Position Title	Annual Salary/Rate X	% of Time On Project	GRANTOR	CASH MATCHING FUNDS	TOTAL
Traffic Enforcement Officers (2)	37,158.00 x 2	100	\$74,316	\$0	\$74,316
TOTAL SALARIES:			\$74,316	\$0	\$74,316

B. FRINGE BENEFITS, EMPLOYER PORTION:

(Itemize - i.e FICA, Work, Comp, Retirement, etc.)

Description	% or Rate	X Base			
Social Security & Medicare (FICA)	.0765	74316	\$5,686	\$0	\$5,686
Retirement	13.41	74316	\$9,966	\$0	\$9,966
Worker's Compensation Insurance	3.46	74316	\$2,571	\$0	\$2,571
Unemployment Insurance			\$0	\$0	\$0
Health Insurance	11,375		\$22,750	\$0	\$22,750
Other:	141		\$282	\$0	\$282
TOTAL FRINGE BENEFITS			\$41,255	\$0	\$41,255
		TOTAL PERSONNEL:	\$115,571	\$0	\$115,571

CONTRACTUAL SERVICES:

(Describe services to be performed)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, parking, per diem)

In-State Travel:

Traffic Enforcement Miles 30,000 each @.575 x 2 officers	\$34,500	\$0	\$34,500
	\$0	\$0	\$0

Out-of State Travel:

	\$0	\$0	\$0
TOTAL TRAVEL:	\$34,500	\$0	\$34,500

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

CATEGORIES

GRANTOR CASH MATCHING TOTAL FUNDS

IV. EQUIPMENT:

(Itemize - DO NOT Use Brand Names. DO NOT include leased or rented items.)

ITEM	QUANTITY			
Police Vehicles @ 27,000 each	2	\$54,000	\$0	\$54,000
In car digital video cameras w/ accessories	2	\$10,400	\$0	\$10,400
In car Radars	2	\$5,000	\$0	\$5,000
Light Bar Package w/ speaker and sirens	2	\$4,400	\$0	\$4,400
Mobile Modem w/ computer mount, cradle and charger	2	\$3,000	\$0	\$3,000
Laptop computer w/ printer	2	\$3,000	\$0	\$3,000

In Car Radio	2	\$3,000	\$0	\$3,000
Mobile Walkie Talkie 800 MHZ	2	\$12,000	\$0	\$12,000
Vehicle Accessories (push bumper/transport cage/console,etc)	2	\$4,000	\$0	\$4,000
LIDAR	2	\$4,000	\$0	\$4,000
TOTAL EQUIPMENT:		\$102,800	\$0	\$102,800

V. OTHER:

Install all wiring stripe/decals		\$3,400	\$0	\$3,400
Modem Service \$40 per month		\$960	\$0	\$960
Cell Phone and monthly service @50 per month		\$1,600	\$0	\$1,600
Registration fee for trainings		\$1,000	\$0	\$1,000
Checkpoint supplies (cones, traffic vest, raincoats, lighted wand)		\$2,000	\$0	\$2,000
TOTAL OTHER:		\$8,960	\$0	\$8,960
TOTAL PROJECT COST:		\$111,760	\$0	\$111,760

BUDGET NARRATIVE

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

Personnel:

Officers: 2 officers dedicated to enforcing traffic by concentrating on speed, impaired driving and occupant protection.

Travel:

Mileage: Miles that will be traveled to carry out the duties of the program and to attend any approved training.

Equipment:

Police Vehicles: Vehicles to be used by the Traffic Enforcement Officers.

In car digital video cameras w/ accessories: Camera system that is necessary for the officers to document that persons were lawfully stopped and that videos obtained will be used during prosecution.

In car Radars: Dual antenna mounted radar to be used while officers are in their vehicles to gather legal evidence of speeding and conduct a lawful traffic stop.

Light Bar Package w/ speaker and sirens :(Lights, light bar, brackets and hideaway lights) Lights to be used on the officers vehicles to be compliant with State Laws. Siren, Siren switch and bracket: Equipment used to alert traffic violators during traffic stops and speakers to deal with other certain emergency situations.

Mobile Modem w/ computer mount and cradle: These modems will be used by both officers to access DMV records, NCIC records and our local records management system. Computer Mount is a mount that the in car laptop is placed on for the officer to use while doing Traffic Enforcement. Computer Cradle is a cradle that the computer mount is secured by so that the laptop is secure and will not fall to the floorboard when the officer is working. Charger is to be used to keep the modem charged when the vehicle is cut off.

Laptop computer w/ printer: Computers to allow officers to prepare paperwork required by the department, maintain performance reports, and devise lesson plans for presentations. The printer will allow the officers to print reports and such while on the street.

In Car Radio: Radio installed in the vehicle so that officers can communicate with other officers, departments and communications.

Mobile Walkie Talkie dual band UHF/800 MHZ: Mobile walkie talkies to permit officers the ability to communicate with other officers, the department and Communications.

Vehicle Accessories (push bumper & wrap/transport cage/console; etc): The vehicle that we are purchasing does not come standard with a console made to hold the radio, radio switches, and outlets. This console is necessary to mount the radio and switches to since there is nothing to mount them to. Equipment to be installed into the patrol vehicle for a barrier between the arrested person and the officer and windows to prevent them from kicking out the side windows. Push bumper/wrap to be installed on the vehicle to assist with less damage in the case of an accident. Transport seat to be used to install in the place of rear seats so that the seats are washable and more feasible for prisoner transport. Inverter is to be used for plugging the charger, computer, printer and etc into so that there is enough power throughout the vehicle.

LIDAR: To be used by the officers when working high traffic areas so that they can focus on individual vehicles in a stream of vehicles.

OTHER:

Install- all wiring stripe/decals: The enforcement team's vehicles will be striped like our current fleet, except these vehicles will be marked with the OHS decals as required. Installation of all radio, siren, computer mounts, partitions and lights will be covered by this line item.

Modem Service: This will be used to pay the monthly fee for internet service so that our Officers will have access to DMV, NCIC while in the field.

Cell Phone and monthly service: Phones to be used for officers to contact other officers, communications and other agencies. Also to be used for the "on-call" status.

Registration fee for trainings: To be used when officers need to attend training that relates to Traffic Enforcement.

Checkpoint supplies (cones, traffic vest, raincoats, and lighted wands): Equipment includes traffic items to be used by the officers at checkpoints and on traffic stops.

BUDGET NARRATIVE (Continued)

BUDGET DESCRIPTION: List items under each Budget Category heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. **No dollar amounts should be provided.**

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State agencies whose annual audit is covered by the State Auditor's Office **do not** have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Craig Luccy
Senior Accountant
S.C. Department of Public Safety
10311 Wilson Blvd.
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning July 1 2015 Ending June 30 2016
1. Audit or written certification will be submitted to the Office of Highway Safety and Justice Programs
by: December 2016

(Date)

NOTE: The audit or written certification must be submitted to the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by the Office of Highway Safety and Justice Programs, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data; cite the source and date of your information. Sufficient data should be provided to prove the problem is significant and should be addressed. Include a discussion and analysis of trends in traffic-related incidents, their scope and characteristics. Data should be presented covering the past three (3) years. Second, include a discussion of your existing efforts and level of activities (current resources and programs) in dealing with the problem and why new or additional intervention/activity is needed. Attach additional pages as needed.

The Lancaster County Sheriff's Office, (LCSO), is the primary law enforcement agency for Lancaster County, a county with an estimated population of 80,458 people. (US Census) The county consists of approximately 550 sq. miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester SC to the west and Chesterfield SC to east and Kershaw SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

The Lancaster County Sheriff's Office received National Accreditation (CALEA) in November 2013. There is only 9 Sheriff's Office in the State to receive this Accreditation and we were the 9th one. The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence. Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;

- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

We have recently restructured our Patrol Division and their assignments. In 2014, this is how the assignments were laid out: We currently have three districts and we have four rotating shifts that cover the districts. We have 3 District Commanders that are responsible for their District. Then we have a Shift Sergeant assigned to each district, each rotation who is responsible for running the daily operations of the shift. Two deputies from each shift are assigned to the Town of Kershaw under a contract for services between the Town of Kershaw and the Lancaster County Sheriff's Office. So this equals out to 7 deputies and 3 Sergeants to patrol and answer calls for service from the remainder of the 550 sq. mile area of Lancaster County. This of course is assuming that no one is out sick, on vacation, in court or training.

These nine deputies per shift are tasked with answering most of the 50,000 calls for service the Lancaster County Sheriff receives each year. These calls for service also include the warrant service issued by the Magistrates and courtesy summons.

Our court services unit (15 officers that is funded by a special tax fund which allows these offices to be used for the following named purposes only) serves the civil process when not performing court duty at Family Court, General Sessions, Civil Court, Drug Court and Magistrates Court. The court services unit also handles all prisoner transports to court and doctor appointments along with transports to mental health facilities throughout the state.

We currently have two grant funded DUI enforcement officers. They work under the direction of a Lieutenant and there is one other officer in that section that works traffic related issues, and this is the only 4 officers that we have that work any type of traffic enforcement.

The Lancaster County Sheriff's Office also has six regular criminal investigators, four narcotics officers, one gang investigator, one sex crime investigator and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, home invasions, to murders. In October 2013, we added two grant funded violent crime investigators that are assigned all of the violent crimes. We also have three crime scene investigators and an evidence custodian.

As you can see from above, we have stretched our officers out as far as they can be. This is the reason that we need funding for the two Traffic Enforcement Officers.

During the last three years, the Sheriff's Office has conducted numerous saturation patrols and checkpoints and been able to increase the number of impaired driver arrest in our county, but has been unable to impact all the traffic safety problems being experienced by the county.

According to the US Census Bureau, Lancaster County is now the 16th largest and 3rd fastest growing county in the state. Lancaster County is growing and with this growth, the area is already experiencing increases in road travel and registered vehicles on the roadways, as well as the corresponding rise in traffic collisions and violations of traffic laws and will continue to do so.

Lancaster County ranks approximately 16th in the state for all fatal and severe injury DUI Alcohol and/or Drug collisions and approximately 19th in the state for all fatal and sever injury collisions for the year 2009-2013 according to the 2016 Highway Safety Funding Guidelines document. The entire population of Lancaster County is either directly or indirectly affected by traffic collisions through lost work time or loss of jobs, rising health care and insurance costs, rehabilitative costs, or, more importantly, the loss of loved ones. Even though we may not be considered the worse in the State, the next facts are very alarming!

The following was obtained from SCDPS' Strategic Highway Safety Plan Manager:

In 2014* Lancaster County had 16 fatal collisions with 17 persons killed. In 2013, 7 fatal collisions and 7 persons killed, 2012 we had 9 fatal collisions and 9 persons killed and in 2011 Lancaster County experienced 22 fatal collisions with 24 persons killed. As you can see from these numbers, 2011 was a really bad year for Lancaster County and then our numbers decreased but then in 2014, our numbers more than doubled and went back up. We feel that our DUI Enforcement Unit helped with the decrease of these collisions, but with our number of DUI arrest continuing to grow every year, we continue to see the need for more Traffic Enforcement. Of the 16 fatal collisions reported in 2014, 5 of those were DUI related. That tells us that we have more than just a DUI problem that we need to focus on. That is why we desperately need the funding for this Traffic Enforcement Unit. (*preliminary information)

With the creation of The Lancaster County Traffic Enforcement Team, we will focus on Speed Enforcement, DUI enforcement, and Occupant Protection Enforcement and work towards a reduction in collisions. One of the best ways to address the Lancaster County Traffic Collision problem is by Enhanced Enforcement; it's critical to achieving a reduction in the collisions within Lancaster County.

These two officers will enable the Lancaster County Sheriff's Office to dedicate two officers to spend 100% of their time on Traffic Enforcement. These two officers hired by this grant will have a significant impact on all collisions occurring in the county and reduce the negative statistics relating to traffic collisions, injuries and fatalities being experienced in Lancaster County.

PROGRAM NARRATIVE

PROGRAM GOAL(S): Describe the broad, long-term goals of the program and indicate the change(s) or outcome(s) anticipated.

1. To decrease the number of fatal traffic collisions in Lancaster County by 50% from 16 in 2014 to 8 during the grant term.
2. To decrease the number of all traffic collisions in Lancaster County by 3% from 1342 in 2014 to 1300 during the grant term.
3. To decrease the number of DUI-related collisions in Lancaster County by 10% from 84 in 2014 to 75 during the grant term.
4. To decrease the number of DUI-related fatalities in Lancaster County by 60% from 5 in 2014 to 2 during the grant term.

IMPACT INDICATOR(S): State how accomplishments of the program goal(s) listed above will be measured.

1. Statistics shall be obtained from the SCDPS to verify that fatal traffic collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period.
2. Statistics shall be obtained from the SCDPS to verify that all traffic collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period.
3. Statistics shall be obtained from the SCDPS to verify that DUI-related collisions in the jurisdiction of Lancaster County are decreasing by the end of the grant period. Statistical data will be reviewed and analyzed throughout the grant period to determine the time of day, probable cause, the area of the accident, and other pertinent facts regarding DUI-related collisions that are occurring in order to determine where and how to focus the saturation for traffic efforts.
4. Statistics shall be obtained from the SCDPS to verify that DUI-related traffic fatalities in the jurisdiction of Lancaster County are decreasing by the end of the grant period.

PROGRAM NARRATIVE

SPECIFIC OBJECTIVE(S): Objectives are quantifiable statements of the activities/tasks that will be implemented to fulfill project goals. They must be stated in measurable terms for specific time periods.

1. To conduct a minimum of one public safety checkpoint per month by September 30, 2016.
2. To issue monthly press releases to the local media outlets detailing the activities of the Traffic Enforcement Unit.
3. To have each grant-funded officer maintain a daily log of contacts made in the course of patrolling, to include verbal warnings and written citations, during the course of the grant period.
4. To participate actively in the local Law Enforcement Network.
5. To participate in all aspects (enforcement, education and media) with The Office of Highway Safety and Justice Programs in promoting National Child Passenger Safety Week (September), occupant protection and impaired driving statewide mobilization campaigns, and Drunk and Drugged Driving (3D) Prevention Month (December).
6. To submit work schedules with the monthly report forms.
7. To submit the Monthly Enforcement Data Report Form by the 10th of the month for the previous month.
8. To conduct at least six educational presentations during the grant year for schools, churches, businesses and civic groups on the dangers of speeding, DUI and non compliance of occupant protection and the activities of the Traffic Enforcement Team.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program**

Grant # _____

App # AG15100

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will serve: _____

Section 2

Grant Period: _____

Begin: 7/1/2015

End: 6/30/2016

Section 3

Project Title: Criminal Domestic Violence Investigator

Section 4

Project Summary (max. 300 characters): Hire an Investigator to focus on domestic violence.

Section 5

Type of Application

a. Initial ▼

b. Year of Funds : 1 ▼

Other:(Specify) _____

c. Reimbursable ▼

Section 6

a. Organization Type : County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 7

Agency DUNS number*: _____
(fedgov.dnb.com/webform) 086866944

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: _____

57-6000370

Agency Name Lancaster County Sheriff's Office

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803-283-3388

(Area) Fax #: 803-286-9823

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$60,917	\$6,769	\$67,686
Contractual Services	\$0	\$0	\$0
Travel	\$6,498	\$722	\$7,220
Equipment	\$46,080	\$5,120	\$51,200
Other	\$7,646	\$849	\$8,495
TOTAL:	\$121,141	\$13,460	\$134,601
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

MATCHING FUNDS CATEGORIES

PERSONNEL

SALARIES Position Title	% of Time On Project	Quantity	GRANTOR	CASH	TOTAL
Criminal Domestic Investigator	100	1	\$38,430	\$4,270	\$42,700
Overtime	100	1	\$2,700	\$300	\$3,000

TOTAL SALARIES:	\$41,130	\$4,570	\$45,700
-----------------	----------	---------	----------

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate	X Base			
Social Security & Medicare (FICA)	.0765	\$2,940	\$327	\$3,267
Retirement	13.41%	\$5,153	\$573	\$5,726
Worker's Compensation Insurance	3.46%	\$1,329	\$148	\$1,477
Unemployment Insurance (on first \$7,000 only)		\$0	\$0	\$0
Health Insurance	11375	\$10,238	\$1,137	\$11,375
Dental Insurance	141	\$127	\$14	\$141
Pre-Retirement Death Benefit		\$0	\$0	\$0
Accident Death Benefit (Police Officers)		\$0	\$0	\$0
Other Employer Contributions (Itemize)		\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:		\$19,787	\$2,199	\$21,986
TOTAL PERSONNEL:		\$60,917	\$6,769	\$67,686

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage 12000 @.56 x 1	\$6,048	\$672	\$6,720
Lodging 5 nights x \$70 x 1	\$315	\$35	\$350
Per Diem 5 days/nights @ \$30 x 1	\$135	\$15	\$150
TOTAL TRAVEL:	\$6,498	\$722	\$7,220

Show Section 2-A Disabled

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

GRANTOR CASH TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software

ITEM	QUANTITY			
Vehicle and accesories	1	\$31,500	\$3,500	\$35,000
Light bar package, siren and speakers	1	\$1,890	\$210	\$2,100

Dual band radio	1	\$5,670	\$630	\$6,300
Taser Equipped with camera	1	\$1,440	\$160	\$1,600
Laptop computer, docking station, monitor and accessories		\$1,800	\$200	\$2,000
Long Gun (Rifle) w/ accessories	1	\$1,170	\$130	\$1,300
In car Radio	1	\$1,710	\$190	\$1,900
Installation	1	\$900	\$100	\$1,000
TOTAL EQUIPMENT:		\$46,080	\$5,120	\$51,200

Other:

Registration fees for training		\$900	\$100	\$1,000
Clothing Allowance		\$900	\$100	\$1,000
Pistol and holster		\$689	\$76	\$765
Concealed Bullet Proof Vest and Entry Vest		\$1,710	\$190	\$1,900
Digital Camera and accessories		\$540	\$60	\$600
Cell phone and service		\$720	\$80	\$800
Modem		\$855	\$95	\$950
Modem Service 12mths \$60 per month		\$648	\$72	\$720
External Hard drive		\$90	\$10	\$100
Law enforcement accessories		\$270	\$30	\$300
office supplies		\$180	\$20	\$200
Digital voice recorder		\$144	\$16	\$160
TOTAL OTHER:		\$7,646	\$849	\$8,495

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Personnel:

Officer: dedicated to investigation of domestic violence crime cases for the Lancaster County Sheriff's Office

Travel:

Mileage: Estimated 12000 to carry out the duties of the job and to go to any approved training courses offered to enhance job performance at .56 per mile

Lodging: Hotel accommodations for the officer to attend approved conferences and training

Per Diem: Food for the officer while attending approved conferences and training

EQUIPMENT

Vehicle and Accessories: Vehicle with accessories to be used by officers

Light bar package, siren and speakers: to be placed in the vehicle.

Dual Band Walkie Talkies: 800 Mhz & UHF capable to be used by investigator while in the field to communicate with the Sheriff's Office and other Deputies.

Taser Equipped with Camera: to provide the officer with a less than lethal response to resistance and a way to document the incident for liability and/or court purposes.

Laptop, Docking Station with monitor & accessories: To include laptop, cables, laptop bag and etc. To be used by the officer to do reports, investigate reports; keep logs of case statistics, and other miscellaneous reports. Station (with monitor) to be placed at the investigators desk to allow the investigator to work on reports, schedules and etc while in the office.

Rifle (Long Guns) w/ accessories: Gun to be used in high risk searches to provide more protection for the Investigator. Including slings and rails for carrying the weapon.

In Car Radio: To be placed in the vehicle to allow officers to keep contact with Communications and other officers in the department.

Installation Fee: Installation of all radio, siren, computer mounts, modems and lights will be covered by this line item.

Other:

Training Registration Fees: To be used to pay for approved training courses offered to a domestic violence investigator

Clothing Allowance: This will be used by the Investigator so that they have the proper attire to wear to court for trials and to wear while investigating the domestic violence cases.

Pistol& Holster: Required standard issue firearm/holster for the Lancaster County Sheriff's Office

Concealed Bullet Proof Vest and Entry Vest: To be worn by the Investigator while on duty according to Lancaster County Sheriff's Office Policy

Digital Cameras and Accessories: To be used by the officer to build cases where long term storage of evidence is needed

Cell Phone and Cellular Phone Service: To allow the officers to make contact with victims, service providers and other personnel related to their duties.

Modem: These modems will be used by investigator to access our local records management system, DMV records, NCIC records and all other law enforcement databases while out in the field via the hard wired secure internet. This will allow our Investigator to do reports, follow ups, interviews while in the field versus having to wait to get back to the office to do them. This also gives the Investigator hands on tools to search databases for past crimes or persons of interest.

Modem Service: This will be used to pay the monthly fee for the modems so that our Investigator will have access to our local records management system, DMV, NCIC and other databases while in the field.

External Hard Drive: To be used by the Investigator to store information so that the laptop does not get slow with all the potential files these officers will have to keep stored for court cases.

Law enforcement accessories: To be used by the investigator to purchase miscellaneous items (hand cuffs, flashlights, and business cards) to be used in the scope of the job duty.

Office Supplies: To be used by the investigator to do their daily task (including but not limited to: print cartridges, pens, paper, stapler, staples, paperclips, white out, tape, post it notes)

Digital voice recorder: to be used to record interviews, phone calls to build case files for prosecution.

BUDGET NARRATIVE (Continued)

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning July 2015 Ending June 2016

2. Audit will be submitted to Accounting - Grants by: Dec 2016

(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

Background:

The Lancaster County Sheriff's Office, (LCSO), is the primary law enforcement agency for Lancaster County, a county with an estimated population of 80,458 people. (United States Census). The county consists of approximately 550 sq. miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester, SC to the west, Chesterfield, SC to east and Kershaw, SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

The (Lancaster County Sheriff's Office) LCSO is mandated to investigate all reported crimes. In 2011, the LCSO received 43,414 calls for service and of these calls, 3,120 were major reportable offenses per the Uniform Crime Reporting required by the federal government. In 2012, the LCSO received 47,733 calls for service and of these calls, 4,266 were major reportable offenses per the Uniform Crime Reporting required by the federal government. And in 2013, the LCSO received 47,952 calls for service and of these calls, 3,477 were major reportable offenses per the Uniform Crime Reporting required by the federal government and in 2014, the LCSO received 50,878 calls for service and of these calls, 5,009 were major reportable offenses per the Uniform Crime Reporting required by

the federal government.

As you can see just from the years listed above, we have had almost a 6% increase in calls for service just from 2013 to 2014. Of those major reportable offenses, we noted an increase of approximately 40%.

In October of 2014, Lancaster City was named as the 2nd most dangerous city in South Carolina. Even though these stats cited the City of Lancaster, the Sheriff is still responsible for those stats and he works diligently with the City Police to combat the crime in the City as well as the County. (* <http://www.homesecurityshield.org/news/20-most-dangerous-cities-in-south-carolina/>)

We have recently restructured our Patrol Division and their assignments. In 2014, this is how the assignments were laid out: We currently have three districts and we have four rotating shifts that cover the districts. We have 3 District Commanders that are responsible for their District. Then we have a Shift Sergeant assigned to each district, each rotation who is responsible for running the daily operations of the shift. Two deputies from each shift are assigned to the Town of Kershaw under a contract for services between the Town of Kershaw and the Lancaster County Sheriff's Office. So this equals out to 7 deputies and 3 Sergeants to patrol and answer calls for service from the remainder of the 550 sq. mile area of Lancaster County. This of course is assuming that no one is out sick, on vacation, in court or training.

These nine deputies per shift are tasked with answering most of the 50,000 calls for service the Lancaster County Sheriff receives each year. These calls for service also include the bench warrant service issued by the Magistrates and courtesy summons. Our court services unit (15 officers that is funded by a special tax fund which allows these offices to be used for the following named purposes only) serves the civil process when not performing court duty at Family Court, General Sessions, Civil Court, Drug Court and Magistrates Court. The court services unit also handles all prisoner transports to court and doctor appointments along with transports to mental health facilities throughout the state.

The Lancaster County Sheriff's Office also has six regular criminal investigators, three narcotics officers one new grant funded narcotic officer, one sex crime investigator, three crime scene investigators and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, home invasions, to murders. In October 2013, we added two grant funded violent crime investigators that are assigned all of the violent crimes.

The criminal investigators receive on an average 30 -40 cases per investigator per month to investigate. These investigators typically can clear (by arrest, unfound, ex-clear) approximately 20% of those cases within a month, if they have not had any major cases assigned to them within that month. If the investigator has had a major case assigned during the month, it could be as less as 10% of the cases that can be cleared. The narcotics, sex crime and white collar investigators receive about the same number of assigned cases each month as the criminal investigators and their clearance rates are around the same.

The problem:

Lancaster County is continuing to face an increase in reported domestics. As should be readily apparent, Lancaster County Sheriff's Office resources are stretched thin. With the manpower we have, the Sheriff's Office has done an excellent job solving crimes as they occur, however, with the limited resources, the Sheriff's Office has had to use numerous man hours on the investigations of violent crimes and some of our smaller crimes had to be placed on the back burner until the investigations unit could cut an investigator loose to work other cases.

According to our Investigations Division Captain, on a cut and dry murder (where the suspect is known, but witness statements still have to be taken) the Investigator will spend approximately 50-75 hours on the case. This does not include all the other Investigators that may assist; this is for the lead investigator only. In a more detailed murder case where you have a victim, but no suspect; two Investigators are usually assigned to these cases and they can log over 500 hours on the case and this does not include the man hours for any other support staff that may be assisting. Again, while these hours accumulate for Investigators from a murder scene, the domestics, burglary, larceny, assault and battery, vandalism, sex crime cases and etc. continue to come in. Crime does not stop just because of a murder or another violent crime; cases still come in at a steady pace. From a leadership perspective, this is not something you want to see continue, and as domestics continue to rise in our County, a dedicated Investigator to investigate these types of crimes is an urgent need.

In 2012 we investigated 293 cases of Domestic Violence, in 2013 we had 324 cases and in 2014 we have 341 cases. This type of call continues to rise. Even though 341 cases may sound small, when you look at the 5,009 major cases that we investigated in 2014 approximately 7% of those were domestic cases. And to a victim of one

of these 341 cases, 1 case of domestic violence is 1 to many.

As we are all well aware, South Carolina ranks second in the nation for women killed by men according to the Violence Policy Center. Of the homicide victims who knew their offenders, 68% (26 victims) were murdered by a husband, common-law husband, ex-husband, or boyfriend. The Attorney General's has office noted that more than 36,000 victims report a domestic violence incident to law enforcement statewide annually. This is staggering considering that many victims never call or make a report to law enforcement. So, that one case of Domestic Violence that gets pushed to the back burner because there are other "more pushing" types of cases to work, could be the only time that victim ever comes forward with a complaint of domestic violence and that could be the only time that she/he will have the chance because the next time the domestic happens it could result in death.

The Proposed Solution:

The proposal of this grant is to fund a Domestic Violence Investigator. This investigator will investigate all domestic violence cases. The investigator will coordinate their efforts with the victim advocate and all agencies that share responsibility for the welfare of domestic violence victims. The investigator will work closely with the criminal investigators to try to reduce the number of repeat offenders by forming solid cases and seeking full prosecution on these offenders. Having a dedicated Investigators to work the domestic violence cases will enable the Criminal Investigators to work the normal case loads that come in on a daily basis while the Domestic Violence Investigator work their cases. As stated above, a victim of a crime, regardless of the type of crime, is still a victim and we need to be able to work every crime equally, but without this dedicated Domestic Violence Investigator we will be unable to meet those demands.

PROGRAM NARRATIVE

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

Broad Goals

The primary purpose of this program is to improve investigation of domestic violence cases through increased resources, to improve coordination of the various agencies responsible for family welfare, and to increase the number of officers with specialization in the area of domestic violence. A secondary purpose is to take a proactive stance in an effort to prevent further abuse by raising public awareness regarding these problems. Together, these efforts should then cause a decline in the cases of domestic violence and other criminal activity associated with such acts.

Specific Plan

The following tasks and activities will be employed to aggressively combat domestic violence.

1. To increase their knowledge and skills, the CDV investigator will attend specialized training in domestic violence investigation.
2. The grant-funded CDV investigator will spend 100% of their time on CDV cases and activities. After regular office hours, cases of family violence which result in injuries requiring treatment or which result in death would require the investigator to be notified to respond.
3. The investigator will be involved in the screening process of domestic violence-related cases to aid in the determination of proper referral, action plans, and minimizing trauma to the victim. By law, law enforcement must notify victims of the status of their case until it is resolved.
4. The investigator will coordinate their efforts with the victim advocate and all agencies that share responsibility for the welfare of domestic violence victims. Program literature will be provided to victims that describe services available and information about civil and criminal options that may be available. The investigator will also be available to assist victims in filling out forms to initiate legal action.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program**

Grant # _____

App # AG15079

To Be Completed by Project Director

Section 1

County Name: 29 - LANCASTER ▼

Other county/counties this project will serve: _____

Section 2

Grant Period: _____

Begin: 7/1/2015

End: 6/30/2016

Section 3

Project Title: Crime Scene Investigator

Section 4

Project Summary (max. 300 characters): To hire an Investigator to help process crime scenes and assist with all of the crime scene units duties.

Section 5

Type of Application

a. Initial ▼

b. Year of Funds: 1 ▼

Other:(Specify) _____

c. Reimbursable ▼

Section 6

a. Organization Type: County ▼

Other:(Specify) _____

b. U. S. Congressional District 05

Section 7

Agency DUNS number*: _____
(fedgov.dnb.com/webform) 086866944

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000370

Agency Name Lancaster County Sheriff's Office

Address 1520 Pageland Highway

City Lancaster

State South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency

10 Digit Zip 29720-0908

(Area) Phone #: 803-283-3388

(Area) Fax #: 803-286-9823

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	\$61,579	\$6,842	\$68,421
Contractual Services	\$0	\$0	\$0
Travel	\$16,092	\$1,788	\$17,880
Equipment	\$76,590	\$8,510	\$85,100
Other	\$24,786	\$2,754	\$27,540
TOTAL:	\$179,047	\$19,894	\$198,941
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 2

MATCHING FUNDS CATEGORIES

PERSONNEL

SALARIES	% of Time On Project	Quantity	GRANTOR	CASH	TOTAL
Position Title					
Crime Scene Investigator	100	1	\$38,430	\$4,270	\$42,700
Overtime	100	1	\$2,700	\$300	\$3,000

TOTAL SALARIES:	\$41,130	\$4,570	\$45,700
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EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate	X Base				
Social Security & Medicare (FICA)	.0765	45700	\$3,146	\$350	\$3,496
Retirement	13.41%		\$5,515	\$613	\$6,128
Worker's Compensation Insurance	3.46		\$1,423	\$158	\$1,581
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance	11,375		\$10,238	\$1,137	\$11,375
Dental Insurance	141		\$127	\$14	\$141
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:			\$20,449	\$2,272	\$22,721
		TOTAL PERSONNEL:	\$61,579	\$6,842	\$68,421

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage 23,000 @ IRS rate @.56	\$11,592	\$1,288	\$12,880
lodging, per diem, airfare	\$4,500	\$500	\$5,000
	\$0	\$0	\$0
TOTAL TRAVEL:	\$16,092	\$1,788	\$17,880

Show Section 2-A Disabled

USE WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Page 3

MATCHING FUNDS

CATEGORIES

GRANTOR CASH TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software

ITEM	QUANTITY			
Customized Crime Scene Van with basic evidence collection kit:	1	\$42,300	\$4,700	\$47,000
Forensic Alternative Light Source	1	\$6,300	\$700	\$7,000

Dual Band Walkie Talkie	1	\$5,670	\$630	\$6,300
Desktop computer with accessories and video cards	1	\$1,800	\$200	\$2,000
Laptop computer and accessories	1	\$1,170	\$130	\$1,300
Digital SLR cameras with additional lens and accessories	1	\$6,750	\$750	\$7,500
Modile Modem	1	\$900	\$100	\$1,000
Registration Fees for training	1	\$7,200	\$800	\$8,000
Installation	1	\$900	\$100	\$1,000
In car radio	1	\$1,710	\$190	\$1,900
Light bar package, siren and speakers	1	\$1,890	\$210	\$2,100
TOTAL EQUIPMENT:		\$76,590	\$8,510	\$85,100

Other:

Pistol, holster and other misc. law enforcement equipment		\$1,800	\$200	\$2,000
Cell phone and service		\$1,035	\$115	\$1,150
Modem service		\$504	\$56	\$560
Duty Uniforms for crime scene processing		\$1,350	\$150	\$1,500
Clothing allowance		\$360	\$40	\$400
digital video recorder		\$450	\$50	\$500
bullet proof vest with cover		\$540	\$60	\$600
digital voice recorder		\$72	\$8	\$80
office supplies		\$360	\$40	\$400
Protective Gear		\$180	\$20	\$200
GPS Unit		\$135	\$15	\$150
Crime scene equipment (see budget for details)		\$18,000	\$2,000	\$20,000
		\$0	\$0	\$0
TOTAL OTHER:		\$24,786	\$2,754	\$27,540

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Personnel- Crime scene investigator that will process crime scenes and assist in the evidence functions of the Sheriff's Office.

Travel-

Mileage for the crime scene van when responding to crime scenes to be processed. Also for travel to training. Mileage includes travel to and from The National Forensic Academy. In addition, mileage is included for three round trips to and from The National Forensic Academy to allow the CSI the opportunity to visit home three times

during the ten week training period.

Lodging- The lodging cost is included in the tuition for The National Forensic Academy.

Per Diem- For CSI while attending training. Per Diem for The National Forensic Academy is \$32 per day for seventy days the CSI.

Equipment-

Customized Full-Size Van to be used by the Lancaster County Sheriff's Office to respond to crime scenes; the vehicle will be customized with storage cabinets for equipment and a workstation with power inverter and basic crime scene kits. It will also contain an evidence locker. This locker will be used as a secure locker that the CSI personnel can place evidence and or firearms into while on the scene of a crime. The locker then can only be opened once back at the office with the master key by the evidence custodian.

Alternative Light Source- CSI will use in uncovering blood and other bodily fluids that cannot be detected through use of conventional light sources. This will be housed on the van.

Dual Band Walkie-Talkie: 800 Mhz and VHF capable to be used by CSI while in the field to communicate with the Sheriff's Office and other Deputies.

Computers:

Desktop computer with accessories and video cards. Accessories including but not limited to printers, scanners, cables, surge protectors, etc. This will be used in the office to enhance photos, analyze evidence, complete reports and storage of evidence.

Laptop computers and accessories: The laptop computer with accessories including but not limited to cables, surge protectors, docking stations, additional monitors, key boards, mice, mobile printers for field use, etc. These are to be used by the CSI in the field to complete reports, search warrants and other crime scene related duties and storage of evidence until back at the Lab to transfer to desktop. However, the laptop computers will not be able to be used to enhance a photo, which is why we will need the desktop computer as well.

High Quality Digital SLR Cameras with additional lens, spare batteries and memory and other related accessories: to be used to record and document the overall scene and location of evidence, footprints, fingerprints, tool markings etc.

Mobile Modem: Modem will be used by CSI to access DMV records, NCIC records and our local records management system. These modems are similar to the traditional MDT's, and they will access databases including CAD.

Registration Fee: The CSI that will be hired for the CSI positions will be an experienced law enforcement officer with basic evidence collection techniques taught by the SCCJA. While doing research for training that is available for CSIs in years past, we found The National Forensic Academy housed on the Campus of the University of Tennessee. The NFA program is a 10 week training program that includes every area of crime scene processing, evidence collection, preservation and storage that our CSI will need. This training provides all of the courses that we would normally plan for the CSI, but includes much more intense training to help create a strong foundation for our crime scene unit. After the completion of The National Forensic Academy, the officer will be nationally certified and will be able to conform our evidence collection and preservation practices to industry standards. The tuition and housing for the CSI is added together in one cost.

Installation: Radio, siren, modem and lights installation will be covered by this line item.

In car Radio: Radio will be installed in CSI van to be used for contact with dispatch and other officers.

Decaling/ Striping: The CSI vehicle will be striped like our current fleet.

Light bar package, siren and speakers: Lights sirens and speakers to be placed into the CSI van.

Other-

Pistol and other Law enforcement accessories- Pistol, holster, mag pouch, other law enforcement accessories to be issued to CSI.

Cell Phone-phone and service for CSI to be used while at work and also when on "on-call" status.

Modem Service-service needed for CSI to have access to CAD, law enforcement data bases, local records management system

Duty clothing- Uniform/Clothing to be worn while on duty for the officer's day to day crime scene processing duties.

Clothing allowance- to provide CSI with a clothing allowance to purchase clothing suitable for wear in court.

Digital Video Recorder: to be used to record and document the overall scene and location of evidence and to be used to enhance images captured with digital camera for court presentations

Bulletproof Vests and cover for CSI for officer safety.

Digital Voice Recorders: a personal digital voice recorder to record notes and interviews with witnesses.

Office supplies: general office supplies, pens, paper, stapler, etc., that will be used by the CSI during the performance of their duty.

Protective Gear: personal protective gear to protect CSI from exposures to biohazards and chemical exposures.

GPS unit: for van. This will provide Lat. and Long of crime scenes and locations where evidence is found. Will also assist CSI in locating crime scenes.

Crime Scene Equipment: Items not included with the purchase price of the van.

To include but not limited to the following:

Flashlights: to provide illumination for crime scene searches

Tools for Documentation and Scaling for Crime Scene Photography

- plastic numbers and letters and evidence flags: to mark pieces of evidence for photography and later collection
- scale tape

Sketch Kit (complete with graphing paper and templates): to be used to document scene

Crime Scene Sketch Software: to be used for presentation in court and for documentary purposes.

Tape Measures: one 100 foot tape measure and one 25 foot tape measure to be used to measure the position of items at the scene

Evidence Collection Supplies: to be used to collect and preserve evidence

- heat sealer
- small evidence collection containers of various sizes
- evidence bags of various sizes and types
- evidence tags with ties
- tweezers
- scissors
- scalpels

Casting Tools and Accessories: to be used to make casts of impression evidence

- casting frames
- casting material
- Mikrosil (used to make casts of tool mark evidence)

Barrier Tape: to be used to secure crime scenes

Serology Kit: to be used to locate and collect serological evidence

- blood field test kit
- swabs and distilled water

Post Mortem Kit: To be used to collect fingerprints from the deceased for elimination purposes

Trajectory Kit (includes laser, protrusion rods, and materials for stringing bullet paths): To be used to document ballistic evidence and to gather information on bullet flight and source

Gunshot Residue Collection Kits: to be used to locate gunshot residue

Halogen Work Lights with Stand: to be used to illuminate crime scenes in low or no light situations for the when completing crime scene searches

Protective Clothing Kit: to be worn by officers while processing crime scenes which contain the risk of exposure to biohazardous materials

- disposable jump suits with hoods
- disposable high top boots
- latex gloves

Tools and Tool box: shovel, hammer, screw drivers etc. to be used to access evidence.

Ladder and Ladder rack: used to reach evidence.

BUDGET NARRATIVE (Continued)

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning 07/01/2015 Ending 06/31/2016

2. Audit will be submitted to Accounting - Grants by: Dec 2016

(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

The Lancaster County Sheriff's Office, (LCSO), is the primary law enforcement agency for Lancaster County, a county with an estimated population of 80,458 people. (US Census). The county consists of approximately 550 sq. miles of land area which stretches from Mecklenburg, NC (Charlotte) to the North, Chester SC to the west, Chesterfield SC to east and Kershaw SC to the south. The area to the north, Indian Land, shaped like a panhandle with York County, SC and Monroe, NC the west and east respectively. This panhandle has exploded in recent years with many developments both residential and commercial. In essence, the north end of Lancaster County has become a suburb of Charlotte, NC.

The Lancaster County Sheriff's Office received National Accreditation (CALEA) in November 2013. They are only the 9th Sheriff's Office in the State to receive this Accreditation. The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence. Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;

- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

The (Lancaster County Sheriff's Office) LCSO is mandated to investigate all reported crimes. In 2011, the LCSO received 43,414 calls for service and of these calls, 3,120 were major reportable offenses per the Uniform Crime Reporting required by the federal government. In 2012, the LCSO received 47,733 calls for service and of these calls, 4,266 were major reportable offenses per the Uniform Crime Reporting required by the federal government. And in 2013, the LCSO received 47,952 calls for service and of these calls, 3,477 were major reportable offenses per the Uniform Crime Reporting required by the federal government and in 2014, the LCSO received 50,878 calls for service and of these calls, 5,009 were major reportable offenses per the Uniform Crime Reporting required by the federal government.

As you can see just from the years listed above, we have had almost a 6% increase in calls for service just from 2013 to 2014. Of those major reportable offenses, we noted an increase of approximately 40%.

In October of 2014, Lancaster City was named as the 2nd most dangerous city in South Carolina. Even though these statics cited the City of Lancaster, the Sheriff is still responsible for those stats and he works diligently with the City Police to combat the crime in the City as well as the County. (* <http://www.homesecurityshield.org/news/20-most-dangerous-cities-in-south-carolina/>)

We have recently restructured our Patrol Division and their assignments. In 2014, this is how the assignments were laid out: We currently have three districts and we have four rotating shifts that cover the districts. We have 3 District Commanders that are responsible for their District. Then we have a Shift Sergeant assigned to each district, each rotation who is responsible for running the daily operations of the shift. Two deputies from each shift are assigned to the Town of Kershaw under a contract for services between the Town of Kershaw and the Lancaster County Sheriff's Office. So this equals out to 7 deputies and 3 Sergeants to patrol and answer calls for service from the remainder of the 550 sq. mile area of Lancaster County. This of course is assuming that no one is out sick, on vacation, in court or training.

These nine deputies per shift are tasked with answering most of the 50,000 calls for service the Lancaster County Sheriff receives each year. These calls for service also include the bench warrant service issued by the Magistrates and courtesy summons. Our court services unit (15 officers that is funded by a special tax fund which allows these offices to be used for the following named purposes only) serves the civil process when not performing court duty at Family Court, General Sessions, Civil Court, Drug Court and Magistrates Court. The court services unit also handles all prisoner transports to court and doctor appointments along with transports to mental health facilities throughout the state.

The Lancaster County Sheriff's Office also has six regular criminal investigators, three narcotics officers one new grant funded narcotic officer, one gang investigator, one sex crime investigator and a white collar crime investigator whose primary job is to follow-up on cases reported to patrol. These cases range from malicious injury to property, burglaries, home invasions, to murders. In October 2013, we added two grant funded violent crime investigators that are assigned all of the violent crimes.

We also have three crime scene investigators and an evidence custodian.

The criminal investigators receive on an average 30 -40 cases per investigator per month to investigate. These investigators typically can clear (by arrest, unfound, ex-clear) approximately 20% of those cases within a month, if they have not had any major cases assigned to them within that month. If the investigator has had a major case assigned during the month, it could be as less as 10% of the cases that can be cleared. The narcotics, sex crime and white collar investigators receive about the same number of assigned cases each month as the criminal investigators and their clearance rates are around the same.

The following data reflects the crime scenes/cases that the Crime Scene Investigators processed in 2013:

Burglaries 38 Homicide 6 Attempted Murder 14
 Robbery 8 All other 31 Sexual Related Assault 3
 Assaults 5 Arson 6 Death Investigations 19
 Other Property Crimes 12 Follow Ups 809
 Totals: Scene Response to 145 cases Lab Work on 814 cases

The following data reflects the crime scenes/cases that the Crime Scene Investigators processed in 2014:

Lancaster County Council Agenda Item Summary

Date of Request: February 6, 2015

Contact Person / Sponsor: Steve Willis/ Sally Sherrin

Department: Admin/ Council on Aging

Issue under Consideration:

Local funding for vehicles for Lancaster Area Ride Service (LARS).

Points to Consider:

Though dated in July and August, Finance received the initial request the last week in January and letters this week. Even the earlier dates were after the current budget was approved.

While related, these are two separate federal programs. Section 5310 is the federal Enhanced Mobility of Seniors and Individuals with Disabilities program. Section 5316 is the federal Job Access reverser Commute program.

The 5310 program is 85% grant funding for a small bus. The 5316 program is 80% grant funding for a wheelchair accessible minivan.

Copies of both award letters are attached.

Funding and Liability Factors:

5310 - total cost of bus through State Contract is \$50,598. The local grant funding requested from County Council is \$7,589.

5316 - total cost of van through State Contract is \$37,862. The local grant funding requested from County Council is \$7,572.

Total local match requested is \$15,161. Total federal and state grant funding would be \$73,297.

Options:

Accept or reject the request for local funding.

Recommendations:

I do feel both programs are worthy of consideration as they are priority areas for Council. One helps disabled residents and the other is tied to workforce development. Therefore I recommend approval of the request. Veronica recommends the funds come from fund balance.

Attachments: SCDOT grant letters (2)

Sign off by: (initial)

County Administrator _____

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 2-6-15 AH



South Carolina
Department of Transportation

August 15, 2014

Ms. Sally Sherrin, Executive Director
Lancaster County COA
Post Office Box 1296
Lancaster, South Carolina 29721

Re: Section 5310 Rural Program Award-Vehicle

Dear Ms. Sherrin:

I am pleased to inform you that the South Carolina Department of Transportation (SCDOT) Commission approved the Office of Public Transit State Fiscal Year (SFY) 2014-2015 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) funding program. This award of Section 5310 funding is based on authorization under the federal fiscal year (FFY) 2014, *Moving Ahead for Progress in the 21st Century Act* (MAP-21).

The sub-allocation listed below for your agency requires a local match for program year July 1, 2014 – June 30, 2015.

SFY 2014-2015 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)		
Federal	Local Match	Category
\$45,000	\$7,941	Capital
(85%)	(15%)	

To expedite the contract agreement process, please provide the required signature and budget summary documentation no later than August 29, 2014. Required certification and assurance signature documentation and budget summary forms can be downloaded from the OPT website at: <http://www.scdot.org/getting/publicTransit.aspx> under SFY2014-2015 Transit Program Information.

Electronic copies of required documentation can be forwarded to Awanda Livingston, Grants and Contracts Coordinator, at livingstay@scdot.org, in advance of hard copy, in order to commence the contract development process. Hard copy signature documents must be mailed to our office, attention Awanda Livingston, for inclusion in your contract file, prior to final award and contract execution.



Ms. Sally Sherrin, Executive Director
Lancaster County COA
August 15, 2014
Page 2

If you have any questions or need additional information, please contact Lavern Glover, Program Manager, or Awanda Livingston, Grants and Contracts Coordinator, at (803) 737-0670.

Sincerely,



Doug Frate, Director
Intermodal and Freight Programs

DWF/lpg

ec: Transit Planner, Regional Council of Governments
Regional Planning Manager, Office of Public Transit
Regional Program Manager, Office of Public Transit
Contracts & Grants Coordinator, Office of Public Transit

File:OPT



South Carolina
Department of Transportation

July 31, 2014

RECEIVED AUG 04 2014

Ms. Sally Sherrin, Executive Director
Lancaster County COA
Post Office Box 1296
Lancaster, South Carolina 29721

Re: Section 5316 Rural Program Awards –Capital & Operations

Dear Ms. Sherrin:

I am pleased to inform you that the South Carolina Department of Transportation (SCDOT) Commission approved the Office of Public Transit (OPT) State Fiscal Year (SFY) 2014-2015 Job Access Reverse Commute Program (Section 5316) funding. This award is based on Section 5316 funding previously authorization under federal fiscal year 2012, Safe, Accountable, Flexible, Efficient, Transportation Equity Act (SAFETEA-LU) program criteria.

The sub-allocation listed below for your agency requires a local match for program year July 1, 2014 – June 30, 2015.

SFY 2014-2015 Job Access Reverse Commute Program (Section 5316)		
Federal	Local Match	Category
\$20,000	\$20,000	Operations
(50%)	(50%)	
\$30,000	\$7,500	Capital
(80%)	(20%)	

50,000

27,500 = 77,500

To expedite the contract agreement process, please provide the required signature and budget summary documentation no later than August 15, 2014. Required certification and assurance signature documentation and budget summary forms can be downloaded from the OPT website at: <http://www.scdot.org/getting/publicTransit.aspx> under SFY2014-2015 Transit Program Information.

Electronic copies of required documentation can be forwarded to Awanda Livingston, Grants and Contracts Coordinator, at livingstay@scdot.org, in advance of hard copy, in order to commence the contract development process. Hard copy signature documents must be mailed to our office, attention Awanda Livingston, for inclusion in your contract file, prior to final award and contract execution.



Ms. Sally Sherrin, Executive Director
Lancaster County COA
July 31, 2014
Page 2

If you have any questions or need additional information, please contact Lavern Glover, Program Manager, or Awanda Livingston, Grants and Contracts Coordinator, at (803) 737-0831.

Sincerely,



Doug Frate, Director
Intermodal and Freight Programs

DWF/lpg

cc: Transit Planner, Regional Council of Governments
Regional Planning Manager, Office of Public Transit
Regional Program Manager, Office of Public Transit
Contracts & Grants Coordinator, Office of Public Transit

File:OPT

Lancaster County Council Agenda Item Summary

Date of Request: February 6, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Approval of sub-recipient agreement for Midway project.

Points to Consider:

This project will primarily involve work on utility lines in the community. Those lines belong to the City of Lancaster.

As we did with the Brooklyn project, the City is taking the lead on engineering as they own the lines. The engineering on the sidewalks is not complicated and there is no engineering on the building demolition.

The SC Department of Commerce (grant administrator) has approved the agreement. Their letter is attached.

Funding and Liability Factors:

Grant funding has already been approved by County Council. As a recap it is \$500,000 in grant funds, \$28,250 in County funding, and \$97,825 in City funding.

This project removes potential liability from leaking lines, bad sidewalks, and dilapidated buildings.

Options:

Approve or reject the agreement.

Recommendations:

Staff recommends approval and respectfully recommends the following motion:

MOTION: That the County Administrator be authorized to execute, on behalf of Lancaster County, the sub-recipient agreement, as approved by the South Carolina Department of Commerce, for grant 4-NR-14-004.

Attachments: Agreement, Guidelines, Letter from SCDOC, Financial recap

Sign off by: (initial)

County Administrator 

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on 2-6-15

SUBRECIPIENT AGREEMENT

The following statements and provisions are acknowledged and agreed upon by and between, the City of Lancaster, as subrecipient (the "Subrecipient") of the Community Development Block Grant ("CDBG") funds, and Lancaster County, as the grantee (the "Grantee") and provider of such funds pursuant to a CDBG award, grant number 4-NR-14-004, (the "Grant"), made by the South Carolina Department of Commerce, Grants Administration ("Grants Administration") under provisions of Title I of the Housing and Urban Development Act of 1974, as amended ("the Act"). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this Subrecipient Agreement (the "Agreement"). This Agreement will remain in effect as long as the Subrecipient has control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under the Grant. Any modification or amendment to this Agreement must be approved by Grants Administration.

Any provisions contained herein which are found to be inconsistent with the Act, Federal or State laws, and implementing regulations, will be deleted or appropriately modified as directed by Grants Administration and in no case shall any such inconsistency, whether remedied or not impair the remainder.

Purpose: It is the purpose and intent of this Agreement to enable the Grantee to provide CDBG funds to the Subrecipient for their use to carry out the project described in the application which was approved and funded by Grants Administration pursuant to the Grant.

Under this Agreement, the Grantee is still responsible for the overall administration and monitoring of the use of CDBG funds in accordance with program requirements.

Description of Work:

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee consistent with any standards and CDBG requirements as a condition of providing these funds. These activities are listed in the Community Development Block Grant application that was submitted by Lancaster County for the Midway Neighborhood Revitalization Project – Phase I.

Describe in detail all work to be performed by the Subrecipient.

The City of Lancaster will be responsible for the upgrade of sewer lines that serve the Midway Neighborhood and the upgrade of sidewalks on portions of Hunter Street and Barron Boulevard. The city will also be responsible for all engineering associated with these two activities.

Provide an explanation of how the work will be conducted, the accomplishments and CDBG national objective to be achieved, and project location.

The City of Lancaster will conduct the work as follows:

Sewer Line Construction:

The City of Lancaster will receive competitive sealed bids for the sewer line upgrade, manhole upgrade, and associated engineering services.

Sidewalk Construction:

Competitive sealed bids will be received for the sidewalk upgrades and associated engineering services.

This will address the CDBG national objective of Benefit to Low and Moderate Income Persons. Attachment A is a map of the location of the sewer lines and sidewalks.

Identify the roles and responsibilities of each party involved in the project, including the primary person assigned to carry out the scope of work. The CDBG application may be incorporated by reference.

As the Grantee, Lancaster County will request CDBG funds from the SC Department of Commerce, as needed.

As the Subrecipient, the City of Lancaster will be responsible for the competitive procurement of the contractor for the sewer improvements and sidewalk upgrades. The City of Lancaster will also competitively procure an engineer to design, bid and manage the construction for both of these activities. The City of Lancaster will be responsible for overseeing the lining of the sewer lines and manholes and the point repairs and the sidewalk construction. All contracts for these activities will be with the City of Lancaster. The project engineer will be the primary person to oversee the work. Grazier Rhea, project administrator with Catawba Regional Council of Governments, will be responsible for coordinating the activities required to complete the work.

**Non-profit housing activities typically require a developer agreement. The agreement can either be a separate document or incorporated by reference as an attachment to the Subrecipient Agreement.*

Time of Performance:

Services of the Subrecipient shall commence on _____ and is expected to be complete on November 30, 2016. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains responsible for carrying out the approved activities and any assets or program income.

Make sure the timeframe works within the grant period. Provide a detailed timeframe (milestones) for specific activities/tasks involved.

Engineering Procurement	February 2015 – March 2015
Engineering Design, Permitting, Bidding & Construction Management	April 2015 – November 2016
Sewer Line & Manhole Upgrade	August 2015 – November 2016
Sidewalk Upgrade:	August 2015 – November 2016

Budget for Activities:

Identify the total amount of the Agreement and provide a line item budget only for those activities to be undertaken under this Agreement or costs of the portion of the work relating to the Subrecipient.

Sewer & Manhole Upgrades:	\$309,525.00
Sidewalks Upgrades	\$101,000.00
Engineering	\$110,500.00
Subrecipient Total:	\$521,025.00

Program Income: Briefly describe how the program income generated from CDBG funded activities will be handled. *Attach Program Income Plan. There will be no program income associated with this project or its activities.*

Drawdown of Funds: The Subrecipient will request a drawdown of needed funds by submitting a request for payment to the Grantee. The Subrecipient will make this request at least three weeks in advance of need.

Funds must be disbursed by the Grantee within three days of receipt. No more than five thousand dollars (\$5,000) in CDBG funds may be kept on hand by the Subrecipient at any time.

Unexpended Grant Funds: The Subrecipient agrees that it will return to the Grantee any unexpended grant funds provided by the Grantee under this Agreement.

Records and Reports: Records for nonexpendable real property purchased totally or partially by the Subrecipient with CDBG funds must be retained for five years after its final disposition. Subrecipient must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

CDBG Program Requirements: Subrecipients must comply with the requirements of Title I of the Housing and Community Development Act of 1974, as amended; with 24 CFR Part 570, Subpart I Community Development Block Grant State Program Regulations, and Subpart C, Eligible Activities; as well as the policies and procedures of the South Carolina CDBG program as included in the CDBG Program Implementation Manual or other State program documents.

Uniform Administrative requirements: The Subrecipient shall adhere to the following administrative requirements:

Financial: The Subrecipient shall comply with the guidelines for financial and compliance audits of federally assisted programs which are OMB Circular A-133 and OMB Circular A-87.

Procurement: The Subrecipient must comply with federal and Grants Administration procurement requirements if a contractor is hired to carry out the project including submission of the contract and procurement method for review prior to execution.

The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Subrecipient shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted under the Grant or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by Grants Administration on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving the Grant or any other CDBG grant, they shall immediately notify the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina 29201.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local law to perform such services.

The Subrecipient shall insure that all prime contractors/subcontractors are bonded and insured in accordance with State and Federal requirements.

Federal and State Laws: The Subrecipient is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG program.

Other Program Requirements: All activities by the Subrecipient shall be carried out in compliance with all Federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Grantee. No construction or acquisition activities may be undertaken by the subrecipient or its contractors prior to Environmental Release of Funds.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Subrecipient shall transfer on behalf of the Grantee, to Grants Administration, or Grants Administration's assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within five years of closeout of the Grant must be approved by Grants Administration in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipient to the Grantee as a request for an award adjustment. Any adjustment granted by the Grantee shall be appended to this Agreement as an amendment. Copies of any changes must be submitted to Grants Administration for programmatic purposes.

Monitoring: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Federal, State, or Grantee officials at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient of notice of such deficiency. Failure of the Subrecipient to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Liability: The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the Grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement. The subrecipient shall hold harmless and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non performance of the services or subject matter called for in this agreement.

The Subrecipient agrees to repay to Grants Administration funds equal to the amount of CDBG funds provided to the Subrecipient by the Grantee which Grants Administration has determined that its agents or assigns have caused to have been advanced and/or expended in violation of this Agreement and/or any Federal, State or local laws or policies governing the use of CDBG funds; this provision also applies to any funds considered to be CDBG program income generated by this Agreement. Grants Administration is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Agreement.

Suspension and Termination: In accordance with 24 CFR Part 85.43, suspension or termination of payment to the Subrecipient under this Agreement may occur if the

Subrecipient materially fails to comply with any terms of this Agreement, and the Agreement may be terminated for convenience in accordance with 24 CFR Part 85.44.

Ethics, Accountability and Campaign Reform Act of 1991 (the "Act"): All provisions of this Act have been and will be complied with by the parties to this Agreement in regard to actions and expenditures of funds related to the CDBG project giving rise to this Agreement.

Special Provisions: The Subrecipient Agreement Standard Provisions attached to this Agreement are considered to be an integral part of this Agreement and are hereby incorporated by reference herein. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

City of Lancaster Mayor		
Title of the Subrecipient Official	Signature of the Subrecipient	Date
Lancaster County Administrator		
Title of the Grantee Official	Signature of the Grantee	Date

**DEPARTMENT OF COMMERCE
GRANTS ADMINISTRATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



**Subrecipient Agreement
Standard Provisions**

The following CDBG Provisions should be used with all subrecipient agreements where CDBG funds are being used in whole or in part.

STANDARD PROVISIONS

1. **Definitions:** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - (a) **"Agreement"** means the agreement between the Grantee and the Subrecipient to which these Subrecipient Agreement Standard Provisions have been incorporated and made a part thereof.
 - (b) **"Assistance"** means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
 - (c) **"CDBG"** means Community Development Block Grant.
 - (d) **"Grantee"** means each entity designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
 - (e) **"HUD"** means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
 - (f) **"Project"** means the project for which the services of the Subrecipient have been retained pursuant to the contract to which these Subrecipient Agreement Standard Provisions are incorporated and which are funded, in whole or in part, with CDBG funds.
 - (g) **"State"** means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of South Carolina, as appropriate.
 - (h) **"Subrecipient"** means the subrecipient of the CDBG grant funds as designated by an agreement with the Grantee.
2. **Subrecipient Responsibilities:** The Subrecipient assumes responsibility for the compliance and enforcement of laws and regulations under this Agreement. The Grantee may designate the Subrecipient to be the sole point of contact with regard to contractual matters.
3. **Federal and State Laws:** The Subrecipient agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.
5. **Copyright:** Except as otherwise provided in the terms and conditions of this Agreement, the Subrecipient paid through this Agreement is free to copyright any books, publications or other copyrightable materials developed in the course of and under this Agreement. However, the HUD

and the State reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and State purposes:

- (a) the copyright in any work developed under this Agreement; and
- (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.

The Federal government's rights and the State's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

6. **Reporting Requirements:** The Subrecipient agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the Grantee, the State or HUD. Failure to meet deadlines with the required information could result in sanctions.
7. **Access to Records:** All records with respect to all matters covered by this Agreement shall be made available for audit and inspection at any time by the Grantee, the State, or HUD or their representatives upon their request.
8. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five-year period, then records must be retained for five years after the litigation, claim or audit is resolved.
9. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this Agreement, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the State or the Grantee, as applicable.
10. **Reporting of Fraudulent Activity:** If at any time during the term of this Agreement anyone has reason to believe by whatever means that, under this Agreement or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Agreement or any other contract, such information shall be immediately reported to the appropriate authorities.
11. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.
12. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:** The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Subrecipient shall apply.

In cases not governed by the above, such as the acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the State on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving the CDBG funds awarded to the Grantee any other CDBG funds, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If the State finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as appropriate. The State may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the State policies.

13. **Applicable Law:** In addition to the applicable Federal laws and regulations, this Agreement is also made under and shall be construed in accordance with the laws of the State. By execution of this Agreement, the Subrecipient agrees to submit to the jurisdiction of the State for all matters arising or to arise hereunder, including but not limited to performance of said Agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.
14. **Limitation of Liability:** The Subrecipient will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Grantee.
15. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.
16. **Agreement:** If any provision in this Agreement shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Subrecipient shall be notified in writing of any applicable changes when they occur and they shall be incorporated in writing into this Agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this Agreement and then they shall be incorporated upon notification to the Subrecipient.

17. **Amendments:** Any changes to this Agreement affecting the scope of work of the Project must be approved, in writing, by the Grantee and the Subrecipient and shall be incorporated in writing into to this Agreement. Any amendments of the original contract must have written approval by the State prior to execution.
18. **Termination for Convenience:** This Agreement may be terminated for convenience in accordance with 24 CFR Part 85.44.
19. **Sanctions:** If the Subrecipient fails or refuses to comply with the provisions set forth herein, then the State or the Grantee may take any or all of the following actions: cancel, terminate or suspend in whole or in part this Agreement, or refrain from extending any further funds to the Subrecipient until such time as the Subrecipient is in full compliance.
20. **Subcontracting:** If any part of the work covered by this Agreement is to be subcontracted, the Subrecipient shall identify the subcontracting entity and the contractual arrangements made therewith to the Grantee and the State. All subcontracts must be approved by the Grantee and the State to insure they are not debarred or suspended by the Federal or State government and to insure the Grantee understands the arrangements. All subcontracts will include terms and conditions to ensure compliance with all applicable CDBG program requirements or other federal or state laws.
21. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
 - (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
 - (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
 - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
 - (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U. S. Department of Commerce and the Community Services Administration as required; and
 - (f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (A) – (E) above.

22. **Debarment Certification:** The Subrecipient must comply with Executive Order 11246 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.
- (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
 - (b) Any procurement contract for goods and services, regardless of amount, under which the Subrecipient will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.

23. **South Carolina Illegal Immigration Reform Act:** The Subrecipient and any contractors are required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.
24. **Equal Employment Opportunity:** The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

In carrying out the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Subrecipient shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project.

The Subrecipient will, in all solicitations or advertisements for employees by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Subrecipient will include the above provisions in every subcontract unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subrecipient or vendor.

The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Subrecipient's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further State contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

25. **Age Discrimination:** In accordance with 45 CFR, Parts 90 and 91, the Subrecipient agrees there shall be no bias or age discrimination as to benefits and participation under this Agreement.
26. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
27. **Section 504 of the Rehabilitation Act of 1973:** The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, in any program or activity that receives the benefits from the Assistance.
28. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

The Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Subrecipient will certify that any vacant employment positions including training positions, that are filled (1) after the Subrecipient is selected but before this Agreement has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 135.

The Subrecipient agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

29. **Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Subrecipient shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.
30. **Compliance with Air and Water Acts:** *(Applicable to construction contracts and related subcontracts exceeding \$100,000)* This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act.. In particular, the following are required:
- (a) A stipulation by the Subrecipient that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
 - (b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
 - (c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
 - (d) Agreement by the Subrecipient that the Subrecipient will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this Agreement, in every nonexempt subcontract and requiring that the subcontractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of Assistance be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

31. **Federal Labor Standards Provisions:** The Project to which the work covered by this Agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units entered into by the Subrecipient. The Subrecipient shall include the required federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract Work and Safety Standard Acts in any such contract.



Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

January 16, 2015

Mr. Steve Willis
Administrator, Lancaster County
Post Office Box 1809
Lancaster, South Carolina 29721

Grantee: Lancaster County
Project Title: Midway Neighborhood Revitalization
CDBG Number: 4-NR-14-004
Subrecipient: City of Lancaster
Dollar Amount: \$521,025.00

Dear Mr. Willis:

We have reviewed the contract agreement establishing the Subrecipient relationship to carry out specific activities for the above referenced project and it appears to demonstrate satisfactory compliance with State and Federal regulations.

By executing this Agreement, the contracted parties agree that specific CDBG requirements are passed from the grantee to the Subrecipient and that the Subrecipient knowingly assumes responsibility for the expenditure of funds related to these services as outlined in the Agreement.

Any changes to this Agreement, including changes in activities and changes in line item budgets, must be pre-approved in writing by the State and shall be incorporated in written amendment(s) to this Agreement.

We appreciate your cooperation and assistance in this review process. Please do not hesitate to contact me at 803-734-0709 if I may be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Wise".

Lauren Wise
Compliance Specialist
Grants Administration

cc: Grazier Rhea
Stefanie Smith
Finance

Midway Neighborhood - Detailed Project Budget - Phase I

Rev. 9/9/14		CDBG Funds	Lancaster County	City of Lancaster	TOTALS
No.	Category				
1	<u>Sewer Facilities</u>	289,500		1,500	291,000
2	<u>Sidewalks</u>				0
	Hunter Street	69,850			69,850
	Barron Blvd.	31,150			31,150
3	<u>Lot Clearances</u>				
	1128 Cross St.		4,000		4,000
	1014 Cross St.		4,000		4,000
	1137 Cross St.		4,000		4,000
	1113 5th St.		4,000		4,000
	1134 Cross Street		4,000		4,000
	lot behind Sam's Place		8,000		8,000
4	<u>Demolitions (3 houses)</u>				
	Title Searches	1,200			1,200
	Asbestos Inspection Services	3,400			3,400
	Asbestos Air Monitoring	2,400			2,400
	Demolition & Landfill Fees	27,800			27,800
5	<u>Crime Safety Meeting</u>		250		250
6	<u>Engineering</u>	32,700		67,800	100,500
7	<u>Preliminary Engineering Report</u>			10,000	10,000
8	<u>Camera Work of Existing Sewer Lines</u>			18,525	18,525
9	<u>Project Administration</u>	42,000			42,000
TOTALS		500,000	28,250	97,825	626,075

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Paul O. Shoup County Council District District 1

Mailing Address 3027 Duclair LN City/Zip Indian Land, SC 29707

Street Address same as above Registered Voter yes no

Tel. Number (home) 803-547-3096 (work) _____ (other) _____

Email: shoup@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 Indian Land Fire Protection District Commission 2nd choice _____

3rd choice _____

Reason for interest

I want to provided support to the Indian Land Fire Protection District.

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

Former Chemical Plant Manager. Experienced in budgeting and ER planning with fire departments.

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

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

Additional pertinent information

Applicant's signature _____ Date _____
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Debbie Hardin, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-28-13



BUDGET REPORT TO COUNTY COUNCIL

Month Ending January 31, 2015

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

Council Meeting- February 23, 2015

Prepared by Veronica C. Thompson, Finance Director

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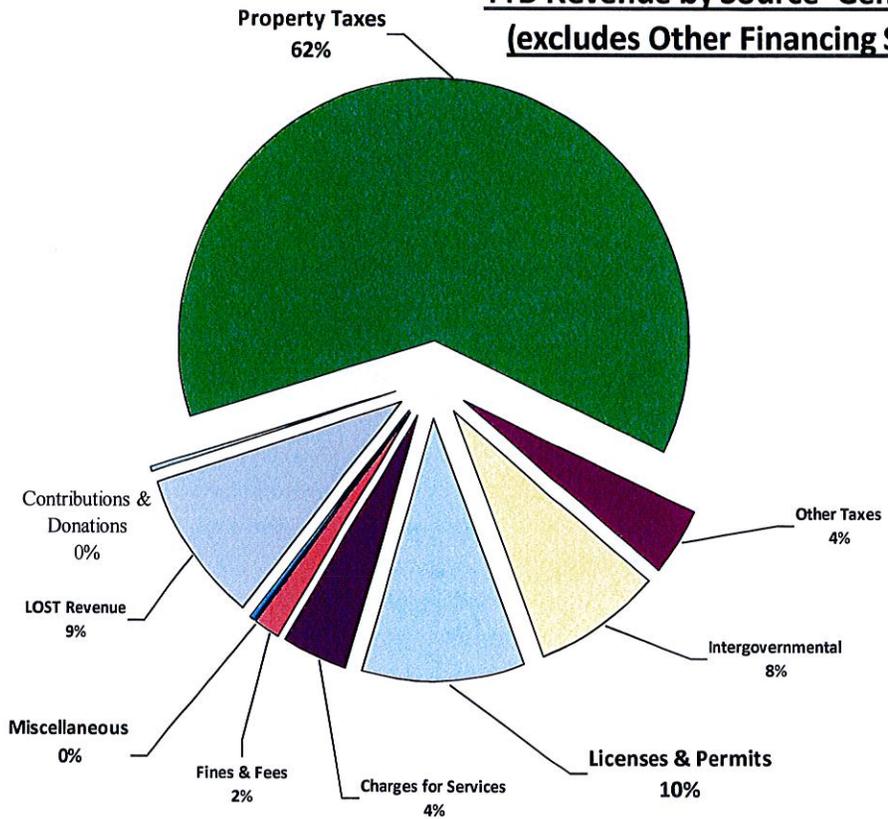
Financial Highlights of the General Fund	Page 3-6
Summary of All County Funds	Page 7-8
GF Revenue & Expenditure Statement	Page 9-11
GF Expenditures by Department	Page 12-13
Budget Transfers	Page 14

The monthly financial report reflects the unaudited financial activities of Lancaster County for the month ending January 31, 2015.

- **Total revenue received - \$8,254,772**
- **Total expenditures - \$4,378,640**
- **Unassigned fund balance for the General Fund is estimated to be \$20,400,925 which is 50 percent of total general fund budget.**
- **Major revenue sources included:**
 - **Ad Valorem Taxes-Current- \$5,599,315**
 - **Ad Valorem Taxes-Delinquent- \$138,102**
 - **Ambulance Charges- \$57,149**
 - **Building Permits- \$300,059**
 - **Cable Franchise Licenses- \$118,052**
 - **FILOT- \$347,262**
 - **Local Option Revenue- \$157,094**
 - **Local Option Rollback- \$365,227**
 - **Register of Deeds Fees- \$55,190**
 - **Road Improvement Fees- \$167,328**
 - **State Aid- \$617,531**
 - **Vehicle Taxes- \$189,316**
- **Major expenditures during the month included:**
 - **Direct Assistance- \$151,889**
 - **Disposal Contract- \$187,186**
 - **Fleet Maintenance & Gasoline- \$180,210**
 - **Fringe Benefits- \$716,552**
 - **Library Appropriation- \$86,945**
 - **Medical & Professional Services- \$68,599**
 - **Utilities - \$107,181**
 - **Utilities- \$62,233**
 - **Wages & Salaries- \$1,822,682**

Overall the General Fund expenditures budgets reflect an ideal remaining percentage of 40%. Revenue collections reflected 71% of estimates which is the typical trend during this time of the year when tax collections occur.

YTD Revenue by Source- General Fund
(excludes Other Financing Sources)



Fund Balances

The County's total fund balance increased by \$4,614,970 due to the collection of the County's main revenue source (property taxes) in January.

	Current Year	Prior Year
Nonspendable	\$ 638,433	\$ 611,921
Restricted	\$ 3,601,423	\$ 3,727,117
Committed	\$ -	\$ -
Assigned	\$ 1,175,977	\$ 417,637
Unassigned	\$ 20,400,925	\$ 19,089,365
Fund Balance at January:	\$ 25,816,758	\$ 23,846,040

Fund Balance terminology (GASB 54)

There are five components of fund balance:

1. Nonspendable- examples would include inventory and prepaid items
2. Restricted- externally enforceable by law, etc.

Unrestricted

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

Items Not Included in Original Budget

DATE APPROVED	DEPARTMENT	REASON	AMOUNT
7/14/2014	SHERIFF	COPS Grant- Applied for not awarded	\$187,672 Match
9/8/2014	SHERIFF	Cost Overruns on IL Sheriff Station (use \$4,115 left over from IL contributions)	\$ 25,000
9/8/2014	AIRPORT	Airport Taxiway & Fencing (Match \$128,314- \$75K already budgeted)	\$ 53,394 Match
10/27/2014	SHERIFF	Narcotics Unit Grant	\$12,109 (3 yr. Grant)
11/24/2014	Council	Midway CDBG	\$28,250
11/24/2014	Finance	Budget Analyst	\$55,000 plus estimated \$16,500 benefits
11/24/2014	Emergency Management	Public Safety radio repairs	\$50,800
11/24/2014	Detention Center	Fencing	\$15,000
11/24/2014	EMS	Ambulance & QRV	\$253,000
11/24/2014	Council	Update CIP Plan	\$8,000
Pd 12/2014	Library	Architect Fees	\$78,715
2/9/15	Sheriff	Information Systems Improv.	\$113,423
		TOTAL	\$896,863

Requests for Information

This financial report is designed to provide a general overview of Lancaster County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Veronica C. Thompson

Finance Director

vcthompson@lancastercountysc.net

Lancaster County
SUMMARY OF ALL FUNDS - January 2015

The following is a summary of the County's financial results for all Budgetary Funds.

1 GENERAL FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	39,953,263	28,793,312	72.1%
Expenditures	-38,829,362	-23,645,986	60.9%
Other Financing Sources	1,104,000	457,375	41.4%
Other Financing Uses	-2,227,901	-989,731	44.4%
Revenues Over (Under) Expenditures	0	4,614,970	

2 CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,318,000	1,209,232	91.7%
Expenditures	-1,318,000	-1,033,493	78.4%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	175,739	

3 COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,045,000	933,662	89.3%
Expenditures	-1,152,675	-587,407	51.0%
Other Financing Sources	107,675	0	
Revenues Over (Under) Expenditures	0	346,255	

4 VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	87,605	36,276	41.4%
Expenditures	-87,605	-38,828	44.3%
Other Financing Sources	-	0	
Revenues Over (Under) Expenditures	0	-2,552	

5 E-911 FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	406,150	272,024	67.0%
Expenditures	-406,150	-262,858	64.7%
Other Financing Sources	-	0	
Revenues Over (Under) Expenditures	0	9,166	

6 COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,276,500	956,375	74.9%
Expenditures	-1,500,000	-402,000	26.8%
Other Financing Sources	223,500	0	
Revenues Over (Under) Expenditures	0	554,375	

7 INDIAN LAND FIRE PROTECT DISTRICT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	454,025	473,986	104.4%
Expenditures	-454,025	-263,240	58.0%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	210,746	

LOCAL ACCOMMODATIONS TAX FUND

8	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	35,000	25,481	72.8%
	Expenditures	-35,000	-16,793	48.0%
	Other Financing Use	0	0	
	Revenues Over (Under) Expenditures	0	8,687	

9 DEBT SERVICE FUND

	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	2,342,965	1,991,013	85.0%
	Expenditures	-2,342,965	-292,753	12.5%
	Other Financing Sources	0		
	Revenues Over (Under) Expenditures	0	1,698,260	

10 CAPITAL PROJECT SALES TAX FUND

	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	8,000,000	4,014,927	50.2%
	Expenditures	-15,000	-7,335	48.9%
	Other Financing Use	-7,985,000	-5,710,743	71.5%
	Revenues Over (Under) Expenditures	0	-1,703,151	
Total collected \$37,701,108. Payments made toward Courthouse debt \$30,512,468				

11 RECREATION FUND

	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	1,258,696	704,355	56.0%
	Expenditures	-2,231,168	-1,226,761	55.0%
	Other Financing Source	972,472	71,000	
	Revenues Over (Under) Expenditures	0	-451,405	

12 AIRPORT FUND

	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	191,059	134,067	70.2%
	Expenditures	-241,059	-177,040	73.4%
	Other Financing Source	50,000	0	
	Revenues Over (Under) Expenditures	0	-42,974	

13 PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	388,498	397,718	102.4%
	Expenditures	-368,498	-139,525	37.9%
	Other Financing Source	0	0	
	Other Financing Use	-20,000	0	0.0%
	Revenues Over (Under) Expenditures	0	258,193	

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2014-2015

01/01/2015 TO 01/31/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10 GENERAL FUND					
REVENUE:					
400 CURRENT PROPERTY TAXES	18,278,605.00	6,159,913.62	17,269,450.84	1,009,154.16	94
410 DELINQUENT PROPERTY TAXES	1,127,000.00	-10,331.22	412,619.26	714,380.74	37
417 PROPERTY TAXES-STATE REIM	1,527,947.00	917.60	89,122.69	1,438,824.31	6
418 PROPERTY TAXES-LOST REV	5,237,803.00	522,320.65	2,680,117.44	2,557,685.56	51
419 MULTI COUNTY PILOT	0.00	0.00	13,865.25	-13,865.25	0
422 OTHER TAXES	2,100,000.00	167,988.33	1,210,759.18	889,240.82	58
434 INTERGOVERNMENTAL- STATE	2,957,875.00	644,629.39	1,758,179.65	1,199,695.35	59
436 INTERGOVERNMENTAL- LOCAL	679,758.00	79,761.26	520,485.27	159,272.73	77
440 LICENSE- MISCELLANEOUS	0.00	0.00	760.50	-760.50	0
441 LICENSE- FRANCHISE	484,000.00	118,228.07	267,407.62	216,592.38	55
442 LIC & PERMITS- BLDG	3,010,575.00	324,682.00	2,001,276.00	1,009,299.00	66
444 LIC & PERMITS- PLANNING	20,500.00	5,415.00	33,925.00	-13,425.00	165
446 LIC & PERMITS- ROD	773,000.00	73,849.24	637,431.57	135,568.43	82
448 LIC & PERMITS- CORONER	1,500.00	0.00	1,290.00	210.00	86
450 CHGS. FOR SVCS.- PUBLIC W	112,500.00	10,312.16	62,570.25	49,929.75	56
455 CHGS. FOR SVCS.- FEES	272,500.00	5,948.00	214,020.84	58,479.16	79
456 CHGS. FOR SVCS.- COPIES	14,650.00	860.75	8,452.70	6,197.30	58
457 CHGS. FOR SVCS.- OTHER	16,500.00	1,675.00	9,413.00	7,087.00	57
458 CHGS. FOR SVCS.- EMS	2,350,000.00	57,149.22	941,289.97	1,408,710.03	40
459 CHGS. FOR SVCS.- MISC	32,300.00	2,262.50	12,399.00	19,901.00	38
460 FINES & FEES-TEMP VEH TAG	3,000.00	175.00	1,280.00	1,720.00	43
461 FINES & FEES- COURTS	811,500.00	57,695.94	381,575.90	429,924.10	47
463 FINES & FEES- DRUF FORF	0.00	1,678.55	22,874.72	-22,874.72	0
464 FINES & FEES- OTHER	10,000.00	800.00	5,600.00	4,400.00	56
465 FINES & FEES- OTHER	0.00	0.00	975.00	-975.00	0
466 FINES & FEES- OTHER	15,000.00	1,160.00	7,555.00	7,445.00	50
467 FINES & FEES- OTHER	15,000.00	4,975.00	16,000.00	-1,000.00	107
468 FEES- BANK	2,750.00	330.00	2,130.00	620.00	77
470 CONTRIBUTION & DONATIONS	15,000.00	18,261.75	110,905.36	-95,905.36	739
480 INTEREST INCOME	20,500.00	0.00	17,796.50	2,703.50	87
490 OTHER INCOME	40,500.00	3,928.00	53,186.34	-12,686.34	131
491 OTHER INCOME	20,000.00	0.00	27,855.34	-7,855.34	139
495 OTHER INCOME	3,000.00	185.76	741.44	2,258.56	25
TOTAL REVENUE	<u>39,953,263.00</u>	<u>8,254,771.57</u>	<u>28,793,311.63</u>	<u>11,159,951.37</u>	<u>72</u>

EXPENDITURE:

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2014-2015

01/01/2015 TO 01/31/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
500 WAGES	16,964,905.00	1,822,682.44	9,854,745.46	7,110,159.54	58
510 FRINGE	7,206,447.00	716,552.35	4,039,334.48	3,167,112.52	56
520 OTHER PERSONNEL EXPENDITU	324,363.00	18,760.68	138,497.59	185,865.41	43
530 TRAVEL, TRAINING, & DUES	439,304.00	21,217.23	153,475.91	285,828.09	35
540 SUPPLIES	395,620.00	44,925.42	203,348.32	192,271.68	51
541 POSTAGE	363,940.00	26,579.15	159,451.73	204,488.27	44
542 CLOTHING	188,450.00	36,272.46	123,666.71	64,783.29	66
543 SUPPLIES- LAUNDRY	217,000.00	26,715.30	131,996.63	85,003.37	61
544 SUPPLIES- PUBLIC WORKS	522,000.00	49,156.95	330,105.71	191,894.29	63
545 SUPPLIES- CUSTODIAL	16,000.00	1,342.87	7,929.75	8,070.25	50
547 SUPPLIES- ANIMAL FOOD	3,000.00	1,325.62	1,737.29	1,262.71	58
548 SUPPLIES- HAND TOOLS	19,098.00	1,262.32	7,535.78	11,562.22	39
549 SUPPLIES- WELCOME CENTER	4,000.00	183.24	1,560.83	2,439.17	39
550 EQUIPMENT- NON CAPITAL	105,000.00	14,967.36	55,208.50	49,791.50	53
551 EQUIPMENT- GENERAL	443,548.00	49,375.66	260,427.33	183,120.67	59
560 CAPITAL EQUIPMENT	52,400.00	24,662.11	991,345.03	-938,945.03	1,892
570 UTILITIES	973,640.00	107,180.68	544,882.96	428,757.04	56
571 UTILITIES- TELEPHONE	509,950.00	62,232.98	243,081.71	266,868.29	48
580 RENT	5,500.00	0.00	4,722.41	777.59	86
581 RENT- BUILDING	83,750.00	6,250.00	41,250.00	42,500.00	49
582 RENT- EQUIPMENT	5,000.00	391.65	956.07	4,043.93	19
590 MAINTENANCE	1,718,225.00	180,209.63	926,762.19	791,462.81	54
591 MAINTENANCE- GENERAL	62,500.00	1,210.37	30,843.62	31,656.38	49
593 MAINTENANCE-SVC AGREEMENT	615,225.00	44,005.82	314,587.32	300,637.68	51
594 MAINTENANCE- BLDG	130,000.00	17,471.44	118,869.24	11,130.76	91
600 CONTRACTUAL SERVICES	1,787,201.00	180,603.91	1,083,108.97	704,092.03	61
604 PS-MEDICAL & PROFESSIONAL	932,000.00	68,598.62	702,002.56	229,997.44	75
605 CS- PRINTING	318,550.00	8,663.03	230,620.76	87,929.24	72
608 SC DEPT OF CORRECTIONS	25,000.00	1,065.00	9,780.00	15,220.00	39
612 CS-DISPOSAL CONTRACT	1,175,000.00	187,185.72	842,007.39	332,992.61	72
613 DEMOLITION EXPENSE	50,000.00	1,460.00	29,567.00	20,433.00	59
620 DIRECT ASSISTANCE	13,041.00	13,040.77	13,040.77	0.23	100
625 DIRECT ASSISTANCE	868,559.00	151,888.81	569,221.51	299,337.49	66
650 INSURANCE	808,671.00	0.00	803,549.60	5,121.40	99
670 ADVERTISING	69,400.00	3,269.16	49,708.93	19,691.07	72
680 FEE REIMBURSEMENT	600.00	0.00	50.00	550.00	8
690 SPECIAL PROJECTS	356,125.00	12,409.03	252,189.15	103,935.85	71

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2014-2015

01/01/2015 TO 01/31/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
691 SP- PROMOTIONS	56,000.00	4,375.19	25,470.02	30,529.98	45
695 SP- OTHER	2,500.00	0.00	0.00	2,500.00	0
750 EQUIPMENT LEASE	142,500.00	10,317.00	65,861.27	76,638.73	46
760 GRANTS MATCH	263,000.00	26,544.18	56,643.59	206,356.41	22
771 DS- LEASE PURCHASE	507,430.00	39,925.75	167,503.75	339,926.25	33
780 MISCELLANEOUS	55,000.00	2,715.00	15,855.00	39,145.00	29
781 MISCELLANEOUS	26,350.00	9,526.76	26,044.74	305.26	99
782 OVER/SHORT	570.00	-41.10	-745.96	1,315.96	-131
783 DRUG FORFEITURE	0.00	417.64	5,861.10	-5,861.10	0
786 DONATIONS	3,000.00	533.00	12,322.88	-9,322.88	411
TOTAL EXPENDITURE	<u>38,829,362.00</u>	<u>3,997,431.20</u>	<u>23,645,985.60</u>	<u>15,183,376.40</u>	<u>61</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>1,123,901.00</u>	<u>4,257,340.37</u>	<u>5,147,326.03</u>		<u>458</u>
OTHER FINANCING SOURCE:					
801 TRANSFER IN	20,000.00	0.00	0.00	20,000.00	0
810 OFS FUND BALANCE	1,084,000.00	0.00	0.00	1,084,000.00	0
820 SALE OF CAPITAL ASSETS	0.00	0.00	12,375.00	-12,375.00	0
840 OFS- CAPITAL LEASES	0.00	0.00	445,000.00	-445,000.00	0
TOTAL OTHER FINANCING SOURCE	<u>1,104,000.00</u>	<u>0.00</u>	<u>457,375.00</u>	<u>646,625.00</u>	<u>41</u>
OTHER FINANCING USE:					
950 TRANSFERS	2,227,901.00	381,208.59	989,731.32	1,238,169.68	44
TOTAL OTHER FINANCING USE	<u>2,227,901.00</u>	<u>381,208.59</u>	<u>989,731.32</u>	<u>1,238,169.68</u>	<u>44</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>0.00</u>	<u>3,876,131.78</u>	<u>4,614,969.71</u>		<u>0</u>

FY 2014-2015

**COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT
CURRENT PERIOD: 01/01/2015 TO 01/31/2015**

IDEAL REMAINING PERCENT: 41 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
005 NON-DEPARTMENTAL	1,310,013.00	32,851.70	1,051,527.46	0.00	258,485.54	20
011 COUNTY COUNCIL	1,364,200.00	137,849.04	1,133,393.37	0.00	230,806.63	17
012 COUNCIL TRANSFERS	1,050,557.00	0.00	0.00	0.00	1,050,557.00	100
014 DIRECT ASSISTANCE	1,738,602.00	251,874.92	1,051,475.35	0.00	687,126.65	40
021 ADMINISTRATOR	706,465.00	58,360.96	285,297.70	8,000.00	413,167.30	58
023 FINANCE	513,379.00	51,752.04	281,996.41	0.00	231,382.59	45
024 HUMAN RESOURCES	249,383.00	17,089.06	104,848.18	0.00	144,534.82	58
025 RISK MANAGEMENT	98,807.00	9,632.54	51,898.48	850.50	46,058.02	47
026 MIS	716,325.00	76,820.07	447,602.27	0.00	268,722.73	38
027 GIS	202,392.00	23,340.22	100,315.24	0.00	102,076.76	50
029 ZONING	272,933.00	27,335.24	159,829.96	0.00	113,103.04	41
031 BUILDING	884,193.00	84,887.99	431,413.11	0.00	452,779.89	51
032 PLANNING	497,263.00	64,657.96	280,719.91	0.00	216,543.09	44
035 ECONOMIC DEVELOPMENT	432,351.00	128,854.17	453,441.83	0.00	-21,090.83	-5
041 ASSESSOR	715,926.00	69,374.87	425,020.54	0.00	290,905.46	41
043 AUDITOR	370,344.00	42,674.36	208,705.35	1,459.25	160,179.40	43
044 TREASURER	370,800.00	36,975.52	206,787.37	0.00	164,012.63	44
045 DELINQUENT TAX	302,277.00	20,833.95	165,487.16	0.00	136,789.84	45
051 REGISTRATION & ELECT	263,775.00	14,328.32	157,254.07	0.00	106,520.93	40
060 REGISTER OF DEEDS	321,090.00	31,527.46	174,414.39	0.00	146,675.61	46
061 CIRCUIT COURT	69,387.00	4,001.12	23,015.65	1,505.25	44,866.10	65
063 CLERK OF COURT	454,616.00	43,676.98	238,472.26	0.00	216,143.74	48
064 FAMILY COURT	366,650.00	38,803.76	203,332.83	0.00	163,317.17	45
068 CORONER	396,338.00	52,800.47	225,417.87	0.00	170,920.13	43
069 PROBATE COURT	419,269.00	44,103.35	231,456.09	0.00	187,812.91	45
070 MAG-COUNTYWIDE	838,324.00	86,259.78	450,861.97	0.00	387,462.03	46
110 SHERIFF	6,838,221.00	772,133.96	4,000,797.17	12,997.29	2,824,426.54	41
111 SHER:DRUG ASSET FORF	0.00	417.64	5,861.10	0.00	-5,861.10	0
117 SHERIFF DPT- TOWN OF KERS	482,250.00	55,125.68	299,970.19	30.00	182,249.81	38
120 DETENTION CENTER	1,977,380.00	236,573.81	1,099,560.67	27,194.49	850,624.84	43
121 SCHOOL RESOURCE OFFICERS	0.00	13,586.31	51,670.65	0.00	-51,670.65	0
130 COMMUNICATIONS	1,403,779.00	161,237.66	796,655.18	86,575.04	520,548.78	37
140 EMERGENCY MANAGEMENT	353,748.00	33,898.27	196,757.46	0.00	156,990.54	44

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FY 2014-2015

COUNTY OF LANCASTER
 BUDGET REPORT BY DEPARTMENT
 CURRENT PERIOD: 01/01/2015 TO 01/31/2015

IDEAL REMAINING PERCENT: 41 %

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
141 FIRE SERVICE	1,232,325.00	155,581.82	1,114,096.23	162,053.80	-43,825.03	-4
142 Town of KERSHAW- FIRE	153,699.00	14,061.53	74,202.10	0.00	79,496.90	52
144 LANC. COUNTY FIREFIGHTERS	618,277.00	63,009.00	296,933.04	0.00	321,343.96	52
153 LANCASTER EMS	5,563,280.00	624,598.82	3,177,916.07	300,228.54	2,085,135.39	37
202 ROADS & BRIDGES	2,262,293.00	217,778.37	1,326,807.21	75,852.75	859,633.04	38
210 FLEET OPERATIONS	493,744.00	49,392.07	266,914.25	15,076.69	211,753.06	43
251 BUILDING MAINTENANCE	1,486,240.00	159,079.57	795,989.39	65,685.55	624,565.06	42
310 LANDFILL-SOLID WASTE	57,000.00	4,677.24	21,630.85	0.00	35,369.15	62
312 SOLID WASTE COLLECT	2,547,365.00	282,123.31	1,287,508.69	118,267.41	1,141,588.90	45
318 ANIMAL SHELTER	142,050.00	15,135.52	85,298.14	0.00	56,751.86	40
330 HEALTH SERVICES	82,600.00	6,378.90	47,052.93	0.00	35,547.07	43
601 DEPT. OF SOCIAL SERVICES	64,210.00	4,669.96	32,162.21	0.00	32,047.79	50
602 D.S.S. FAMILY INDEP	58,330.00	4,924.87	33,654.40	0.00	24,675.60	42
610 VETERANS AFFAIRS	157,383.00	13,663.88	87,013.86	0.00	70,369.14	45
999 LEASE	157,430.00	39,925.75	117,503.75	0.00	39,926.25	25
	<u>41,057,263.00</u>	<u>4,378,639.79</u>	<u>23,759,940.36</u>	<u>875,776.56</u>	<u>16,421,546.08</u>	<u>40</u>

FY 2014-2015

COUNTY OF LANCASTER
 BUDGET CHANGES REPORT
 DATES: 01/01/2015 TO 01/31/2015

<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
10-7-032-500-10 WAGES & SALARIES PART-TIME						
Transfer to cover for food & postage	58745	01/31/2015	Veronica	2,442.00	-2,000.00	442.00
1/31/15- Transfer to cover for food & postage						
10-7-032-530-00 TRAVEL, TRAINING, DUES						
	58741	01/31/2015	Veronica	8,754.00	-2,500.00	6,254.00
1/31/2015 To cover postage & meeting food for potential overage.						
	58743	01/31/2015	Veronica	8,754.00	2,500.00	8,754.00
1/31/15- Put funds back in						
10-7-032-540-00 SUPPLIES-GENERAL						
Transfer to cover postage & food	58742	01/31/2015	Veronica	6,000.00	2,500.00	8,500.00
1/31/2015 To cover postage & meeting food for potential overage. Had large mailing due to major rezoning						
	58744	01/31/2015	Veronica	6,000.00	-500.00	8,000.00
1/31/15- Transfer \$2,500 back to travel & \$2K from part time						
					0.00	

Lancaster County Council Agenda Item Summary

Date of Request: January 30, 2015

Contact Person / Sponsor: Steve Willis

Department: Admin

Issue under Consideration:

Potential General Obligation Parks and Recreation bond for Lancaster County.

Points to Consider:

Council had previously indicated a willingness to bring to the voters projects that failed to make the list for the Capital Project Sales Tax.

One of these items was the Parks and Recreation projects.

We have two potential issues:

Spending approximately \$4 million to upgrade all existing park facilities and to acquire land for a major sports complex in central Lancaster County.

Spending approximately \$17 million for the construction of the aforementioned major sports complex.

Funding and Liability Factors:

This would submit the question to the voters, who would make the decision to proceed or not on one or more projects.

Required millage for a 15 year General Obligation (GO) bond for the \$4 million project would be approximately 1.4 mils per year.

Required millage for a 15 year GO bond for the \$17 million project would be approximately 6 mils per year.

Options:

Staff at this point needs to know if Council would like to consider bringing the question to the voters. A lot of staff and legal time will be needed to develop the ballot question to the voters. We would next need to know if you would like to have this proceed as a special election, with the county bearing the cost of such, or if you would like to wait until the 2016 election cycle and include it on a ballot at that time.

Recommendations:

None at this time - we are simply seeking guidance from Council as to whether to proceed or not and if so, what timing would suit Council.

This matter was discussed at the Finance Committee and I would defer to those Council members for comments.

Attachments: None

Sign off by: (initial)

County Administrator *AW*

Finance Director _____

County Attorney _____

Other staff _____

Received by Clerk to Council on *pt 1/30/15*

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2014 OCT 15 AM 9:54
CLERK OF COURT
LANCASTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2014-1279

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE BYLAWS OF THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

- (A) The Council finds and determines that:
- (1) Section 4-9-30 of the Code of Laws of South Carolina 1976, as amended (the "Code"), provides that economic development is a function of county government and the County may make appropriations for economic development;
 - (2) in *Nichols v. South Carolina Research Authority*, 351 S.E.2d 155 (S.C. 1984) the South Carolina Supreme Court determined that economic development is a valid public purpose;
 - (3) the investment of capital and creation of jobs is of vital importance to the citizens of the County;
 - (4) economic development is one of the more important functions performed by the County;
 - (5) to successfully provide for the economic development function in the County's government requires an approach that is tailored to the needs of the various economic development constituencies in the County;
 - (6) Council, by passage of Resolution of Endorsement #92, dated July 29, 1985, found that the Bylaws of the Lancaster County Economic Development Corporation constituted a viable economic development framework and endorsed the establishment of the then proposed non-profit corporate structure;
 - (7) the Internal Revenue Service has determined, by letter dated September 8, 1988, that the Lancaster County Economic Development Corporation is exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code;
 - (8) the Lancaster County Economic Development Corporation is organized under South Carolina law as a non-profit entity; and
 - (9) the use by the County of the Lancaster County Economic Development Corporation as a means to fulfill the County's economic development objectives is in the best interests of the County and its citizens.

(B) It is the purpose of this ordinance to approve the revised bylaws of the Lancaster County Economic Development Corporation.

Section 2. Approval of bylaws.

The Bylaws for the LCEDC, attached to this ordinance as Exhibit A (the "Bylaws"), are authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Bylaws are incorporated herein by reference as if the Bylaws were set out in this ordinance in its entirety. The form and content of the Bylaws, which must be exactly as attached to this ordinance, are hereby approved. No changes may be made to the Bylaws except upon passage of an ordinance by Council to that effect.

Section 3. Confirmation of appointments to board of directors.

Council ratifies and confirms the appointment or election of the members of the Board of Directors of the Lancaster County Economic Development Corporation serving on the effective date of this ordinance. The members of Board of Directors serving on the effective date of this ordinance shall serve for the balance of the term for which the member was appointed or elected and such service shall be deemed to be accordance with the Bylaws.

Section 4. Conflicting Provisions.

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

Section 5. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

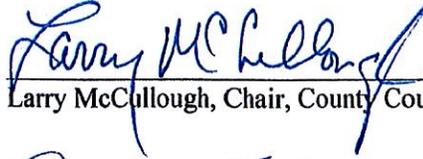
Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

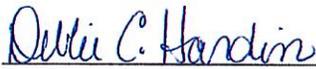
AND IT IS SO ORDAINED, this 13th day of October, 2014.

LANCASTER COUNTY, SOUTH CAROLINA


Larry McCullough, Chair, County Council


Jack Estridge, Secretary, County Council

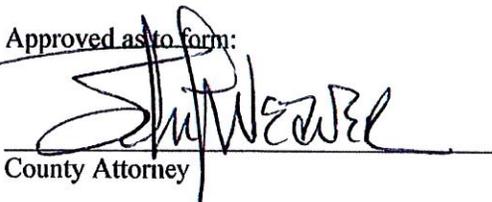
ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: June 9, 2014
Second Reading: June 23, 2014
Public Hearing: July 14, 2014
Third Reading: July 14, 2014
Third Reading: August 11, 2014
Third Reading: October 13, 2014

Approved as to form:


County Attorney

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Exhibit A to Ordinance No. 2014-1279

**Lancaster County Economic Development Corporation
Revised Bylaws**

See attached.

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**BY-LAWS
OF THE
LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION**

ARTICLE I

Corporate Name and Purpose

Section 1. Name. The name of this corporation is the Lancaster County Economic Development Corporation, hereinafter referred to as the Corporation.

Section 2. Purpose. The purpose of this Corporation is, in general, to further economic development in Lancaster County, S.C. to promote and assist in the growth and development of business concerns and to engage in those activities which are in furtherance of, or related to, the purposes herein stated. The principal objective of the Corporation shall be to benefit the County economically by fostering increased employment opportunities and by expansion of business and industry; thereby, lessening the burdens of government and combating community deterioration. Said Corporation is organized as an exempt organization under section 501(c) (4) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

More specifically, the Corporation is empowered to engage in such activities as the following:

(a) To formulate, aid and assist projects designed to promote economic development through the attraction to Lancaster County of new industry, new business, and new commercial enterprises, and through the encouragement of existing industry, existing business, and existing commercial enterprises within the county.

(b) To acquire by purchase, exchange, lease, gift, devise or otherwise, and to hold, own, maintain, manage, improve and develop, and to sell, transfer, convey, lease, mortgage, exchange, or otherwise deal in or with real property situated in the county that is now or may hereafter be suitable or adaptable as a site or sites for the expansion of existing industry, existing business, and existing commercial enterprises;

(c) To borrow or to loan money for its corporate purposes, and to draw, make, accept, endorse and execute notes, debentures, bills of exchange and other negotiable instruments and obligations, and in order to secure the same, or any of its contracts or obligations, to convey, transfer, assign, mortgage or pledge all or any part of the property of this corporation under such terms and conditions as the Board of Directors may determine;

(d) To promote the general business condition of the community and the common good and general welfare of the people of Lancaster County by aiding and encouraging new and expanded industrial development within the County, thus reducing unemployment and affording to the people of the county increased employment opportunities, civic betterment's and social improvements.

(e) To cooperate with the Lancaster County Planning Commission the County of Lancaster, Lancaster County Chamber of Commerce, City of Lancaster, Town of Heath Springs, Town of Kershaw and all other entities or association in all programs for the economic development of Lancaster County and for the common good and general welfare of its people.

(f) To carry on any activity and to deal with and expend any such property or income from for any of the foregoing purposes without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, the Certificate of Incorporation, the By-Laws of the Corporation, or any other limitations as are prescribed by law, provided that no such activity shall be such as is not permitted by a corporation exempt from Federal Income Tax under Section 501(c)(4) of the Internal Revenue Code of 1954 or any corresponding future provision of the Revenue Code, and that the Corporation shall not attempt to influence legislation by propaganda or otherwise, nor shall it intervene in, or participate in, any political campaign on behalf of any candidate for public office and provided further that no part of the net earnings of this Corporation shall inure to the benefit of any member or private individual, and no member, director or officer of the Corporation shall receive any pecuniary benefit from the Corporation, except such reasonable compensation as may be allowed for services actually rendered to the Corporation.

ARTICLE II

Membership

Section 1. Qualifications. Any person, firm, or corporation may become a member of the Corporation.

Section 2. Membership Classes. Members meeting the qualifications in Section 1 above shall be regular members except for certain entities that shall be classified as ex officio members and that will have authority hereinafter established to appoint certain voting ex officio directors not subject to election by the regular membership. Said ex officio members are Lancaster County Council, Lancaster County School District and the City Councils of Lancaster, Kershaw and Heath Springs.

Section 3. Resignation. Any member may withdraw from the Corporation after fulfilling all obligations to it by giving written notice of such intention to the Secretary, which notice shall be presented to the Board of Directors of Executive Committee by the Secretary at the first meeting after its receipt.

Section 4. Suspension. A member may be suspended for a period or expelled for cause such as violation of any of the By-Laws or Rules of the Corporation, or for conduct prejudicial to the best interests of the Corporation. Suspension or expulsion shall be by a two-thirds vote of the membership of the Board of Directors, provided that a statement of the charges shall have been mailed by registered mail to the member under charges at his or her last recorded address at least fifteen days before final action is taken thereon; this statement shall be accompanied by a notice of the time when and place where the Board of Directors is to take action in the premises. The member shall be given an opportunity to present a defense at the time and place mentioned in such notice.

ARTICLE III**Fiscal Year and Audit**

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

Section 2. Audit. The Board of Directors shall have a certified audit made by a Certified Public Accountant of all books, records, reports, correspondence, or any other matter pertaining to the fiscal affairs of the corporation and report findings to the Board of Directors following the close of each fiscal year. The audit shall be made not less than once each fiscal year with one copy provided to each Director.

ARTICLE IV**Dues**

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of initiation fee, if any, and annual dues payable to the Corporation by members.

Dues of ex officio members shall be initially established by the Board of Directors. Proposed ex officio dues shall be submitted to each ex officio member prior to fiscal year for which they are intended and shall become final upon majority approval of the affected ex officio member's governing body. It is intended that ex officio member dues offset a reasonable portion of normal operating expenses and that amounts considered necessary for special activities such as debt service, real property acquisition/development, and promotions/entertainment be excluded from their calculations.

Section 2. Payment of Dues. Dues shall be payable in advance on the first day in each fiscal year. Dues of a new member shall be prorated from the first day of the month in which such new member is elected to membership, for the remainder of the fiscal years of the Corporation.

Section 3. Default and Termination of Membership. When any member shall be in default in the payment of dues for a period of three months from the beginning of the fiscal year or period for which such dues became payable, his/her membership may thereupon be terminated by the Board of Directors in the manner provided in Article II, Section 4, of these By-Laws.

ARTICLE V**Meetings**

Section 1. Annual Meetings. There shall be an annual meeting no later than the thirtieth day of April in each year for election of members of the Board of Directors and for receiving the annual reports of officers, directors, and committees, and the transaction of other business. Notice of the meeting, shall be mailed, except as herein or by statute otherwise provided, to the last recorded address of each member at least five days and not more than 30 days before the time appointed for the meeting. All notices of meetings shall set forth the place, date, time and purpose of the meeting.

Section 1-A. Regular Board Meetings. There shall be regular meetings of the Board of Directors every other month to conduct the business of the corporation. Notice shall be given the public and all Board Members at least 48 hours in advance of the meeting. Meetings will be held beginning each fiscal year on the second Monday of July with regular meetings to be held the second Monday of September, November, January, March, and May of the fiscal year.

Section 2. Special Meetings of Members. Special meetings may be called by the Board of Directors or the Executive Committee at their discretion. Upon the written request of twenty members, the Board of Directors shall call a special meeting to consider a specific subject. Notice for any special meeting is to be given in the same manner as for the annual meeting. No business other than that specified in the notice of meeting shall be transacted at any special meeting of the members of the Corporation.

Section 3. Waiver. Notwithstanding the provisions of any of the foregoing sections, a meeting of the members of this Corporation may be held at any time and at any place within or without the State of South Carolina, and any action may be taken thereat, if notice is waived in writing by every member having the right to vote at the meeting.

Section 4. Quorum. The presence in person or by proxy of a majority of the members of the Corporation entitled to vote shall be necessary to constitute a quorum for the transaction of business.

Section 5. Inspectors of Election. Two inspectors of Election shall be chosen by vote of the members at the annual meeting and at each subsequent annual meeting. They shall act as inspectors of Election at the next annual meeting and at all special meetings until the next annual meeting.

Section 6. Voting. Any member of a firm or an officer of a corporation may represent it at any meeting. Any firm or corporation may be represented at any meeting by any member of its staff delegated by it for that purpose; but each firm or corporation shall be entitled to only one vote. If the manner of deciding any question has not otherwise been prescribed, it shall be decided by majority vote of the members present in person or by proxy.

Section 7. Proxies. Every member of the Corporation entitled to vote at any meeting thereof may vote in proxy. A proxy shall be in writing and revocable at the pleasure of the member executing it. Unless the duration of the proxy is specified, it shall be invalid after eleven months from the date of its execution.

Section 8. Order of Business. The order of business shall be as follows at all the general membership meetings of the Corporation:

- (a) Calling of the roll.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Presentation of the minutes.
- (d) Receiving communications.

- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

Any question as to priority of business shall be decided by the Chair without debate.

This order of business may be altered or suspended at any meeting by a majority vote of the members present.

ARTICLE VI

Directors

Section 1. Number. The property, affairs, activities, and concerns of the Corporation shall be vested in a Board of Directors, consisting of seventeen (17) directors, including nine (9) regular and eight (8) ex officio. The members of the Board shall, upon appointment or election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected or appointed and qualified.

Section 2. Election of Directors and Term. The LCEDC Board of Directors shall provide a list of nominees annually each June to the Lancaster County Council for their election of individuals to serve on the LCEDC Board of Directors for the coming fiscal year. The Lancaster County Council has full authority to elect members of the Board.

The LCEDC Board of Directors at each annual meeting, shall nominate a number of directors equal to that of those whose terms have expired and each shall be elected for the term of four (4) years. An elected director may serve no more than two full consecutive terms without a minimum twelve month hiatus from the board.

Seven (7) of seventeen (17) directors shall be classified as ex officio directors with full voting rights and shall be initially and subsequently nominated by ex officio members as follows with election by the Lancaster County Council:

Ex-Officio Members	Number of Directors	Term of Office
Lancaster County Council Members	3	4 Years
Lancaster City Council	1	4 Years
Kershaw Town Council	1	4 Years
Heath Springs Town Council	1	4 Years
Lancaster County School District	1	4 Years

The Ex-Officio members shall be nominated by each governing entity with approval by the Lancaster County Council as follows:

The Chairman of the Lancaster County Council ("County Council") shall appoint three members of the Lancaster County Council who shall serve as ex-officio

members for four-year terms. In the event a sitting member of County Council who serves on the Board of Directors no longer retains his/her seat, the County Council Chairman shall appoint a replacement upon the expired County Council term of the appointee.

The **Lancaster County Chamber of Commerce** Board of Directors shall nominate its President to serve as the ex-officio member.

The **Town of Kershaw Council** shall nominate the Town Manager or such suitable representative as its ex-officio member to the Board of Directors.

The **City of Lancaster Council** shall nominate a member of the Lancaster City Council or such suitable representative as its ex-officio member to the Board of Directors.

The **Town of Heath Springs** shall, in the absence of a Town Manager, nominate the duly elected Mayor or such suitable representative as its ex-officio member of the Board of Directors.

The **Lancaster County School District** shall nominate its Superintendent or an elected member of the School District Board as its ex-officio member of the Board of Directors.

In addition, a representative of the Lancaster County Planning Office shall attend meetings in a non-voting advisory capacity.

Section 3. Duties of Directors. The Board of Directors may: (1) hold meetings at such times and places as it thinks proper; (2) admit members and suspend or expel them by ballot; (3) appoint committees on particular subjects from the members of the Board, or from other members of the Corporation; (4) audit bills and disburse the funds of the Corporation; (5) print and circulate documents and publish articles; (6) carry on correspondence; (7) employ agents; and (8) devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the Corporation.

Section 4. Meetings of Board. A regular meeting of the Board of Directors shall be held immediately succeeding the annual election in April for the purpose of electing officers and any other business as necessary. Notice of the meeting shall be made to each member of the Board at least ten days before the time appointed for the meeting. The Chairman may, when he deems necessary, or the Secretary shall, at the request in writing of three members of the Board, issue a call for a special meeting of the Board, and only five days' notice shall be required for such special meetings.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. In the absence of the Chairman and Vice Chairman, the quorum present may choose a Chairman for the meeting. If a quorum is not present, a lesser number may adjourn the meeting to a later day, not more than ten days later.

Section 6. Absence. Should any regular member of the Board of Directors absent himself unreasonably from three consecutive meetings of the Board without sending a communication to the Chairman or Secretary stating his reason for so doing, and if his excuse should not be accepted by the members of the Board, his seat on the Board may be declared vacant, and the Chairman may forthwith proceed to fill the vacancy.

Section 7. Vacancies. Whenever any elected member vacancy occurs of Directors by death, resignation, or otherwise, it shall be filled without undue delay by nomination by the Board and a majority vote of the County Council at its next regularly scheduled meeting. Members representing County Council shall be appointed by the Chairman. The person so chosen shall fulfill the unexpired term of the director and may be reelected to two additional consecutive terms.

Section 8. Removal of Elected Directors. Any one or more of the directors may be removed either with or without cause, at any time, by a vote of two-thirds of the members present at any special meeting called for that purpose.

ARTICLE VII

Officers

Section 1. Number. The officers of this Corporation shall be Chairman, Vice-Chairman, a Secretary, Treasurer, and a member of the Lancaster County Council as appointed by the County Council Chairman who will serve as a second Vice-Chairman.

Section 2. Method of Election. The Board of Directors shall elect all officers for a term of one year, the Chairman and Vice-Chairman being elected from the Board of Directors. A majority of a quorum present shall be necessary to constitute an election. The initial terms of the officers shall be deemed to begin July 1 for purposes of calculating the expiration of said terms. The term is from July 1 fiscal year to June 30 the following year. Chairman may serve no more than two full consecutive terms.

Section 3. Duties of Officers. The duties and powers of the officers of the Corporation shall be as follows:

Chairman

The Chairman shall preside at all meetings of the Corporation and of the Board of Directors and of the Executive Committee and shall be a member ex officio, with right to vote, of all committees except the Nominating Committee. He shall also, at the annual meeting of the Corporation and such other times as he deems proper, communicate to the Corporation or to the Board of Directors such matters and make such suggestions as may in his opinion tend to promote the prosperity and welfare and increase the usefulness of the Corporation and shall perform such other duties as are necessarily incident to the office of the Chairman.

Vice Chairman

In case of death or resignation of the Chairman, or the inability from any cause to act the Vice-Chairman shall succeed to the office of Chairman.

Secretary

It shall be the duty of the Secretary to give notice of and attend all meetings of the Corporation and its several divisions and all committees and

keep a record of their doings; to conduct all correspondence and to carry into execution all orders, votes, and resolutions not otherwise committed; to keep a list of the members of the Corporation, to collect the fees, annual dues, and subscriptions and pay them to the Treasurer; to notify the officers and members of the Corporation, of their election; to notify members of their appointment on committees; to furnish the Chairman of each committee with a copy of the vote under which the committee is appointed, and at his request give notice of the meetings of the committee; to prepare under the direction of the Board of Directors, an annual report of the transactions and conditions of the Corporation, and generally to devote his/her best efforts to forwarding the business and advancing the interests of the Corporation. In case of absence or disability of the Secretary, the Executive Committee may appoint a Secretary pro tem. The Secretary shall be the keeper of the Corporation's seal.

Second Vice-Chairman

The County Council Vice-Chairman Appointee will serve on the Executive Committee and provide assistance to the Committee and report back to the County Council on the actions and activities of the Executive Committee as needed.

Treasurer

The Treasurer shall keep an account of all moneys received and expended for the use of the Corporation, and shall make disbursements only upon vouchers approved in writing by any member of the Executive Committee. He shall oversee deposits to a bank, or banks, or trust company approved by the Executive Committee, and make a report at the annual meeting or when called upon by the Chairman.

The funds, books, and vouchers in his hands shall at all times be under the supervision of the Executive Committee and subject to its inspection and control. At the expiration of his/her term of office, he/she shall deliver over to his/her successor all books, moneys, and other property, or, in the absence of a treasurer-elect, to the Chairman.

Section 4. Bond of Treasurer. The treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Section 5. Vacancies. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose. Completion of a partial term of office shall not be used to calculate term of office limitations.

Section 6. Compensation of Officers. The officers shall not receive any salary but may be reimbursed for expenses incurred in the line of service to the corporation.

ARTICLE VIII

Committees

Section 1. Executive Committee. There shall be elected annually by the Board of Directors one member thereof who, with the Chairman, the Vice Chairman, the Treasurer, the Secretary, and the Second Vice-Chairman, shall constitute an Executive Committee. Additionally, the immediate past Chairman of the development corporation is to serve for a period of one year, on the Executive Committee for purposes of continuity in policy development and operational and administrative procedures. The Executive Committee shall appoint such employees as may be necessary to conduct the business of the Corporation; they may act on behalf of the Corporation in any matter when the Board of Directors is not in session, reporting to the Board of Directors for its ratification of their action at each regular or special meeting called for that purpose. Three members shall constitute a quorum for the transaction of business. Meetings may be called by the Chairman or by three members. The Executive Committee shall have the Treasurer's accounts audited at least once each year by an accountant and report thereon to the Board of Directors.

Section 2. Committee on Nominations. No later than October 31st of each year, the Board of Directors shall appoint a Nominating Committee of five members, whose duty it shall be to nominate candidates (LCEDC members in good standing) to replace retiring directors at the next annual election. They shall notify the Secretary in writing, at least twenty (20) days before the date of the annual meeting, of the names of such candidates, and the Secretary, except as herein otherwise provided, shall mail a copy thereof to the last recorded address of each member simultaneously with the notice of the annual meeting. In addition the nominating committee shall recommend a slate of officers to be elected at the board meeting immediately following the annual meeting. Additional nominations from the floor may be considered.

Section 3. Independent Nominations. Nominations for directors may also be made, endorsed with the names of not less than ten members (in good standing) of the Corporation, if forwarded to the Secretary at least five days prior to the annual meeting of the Corporation for immediate transmittal by him/her to the members.

Section 4. Other Committees. At the first meeting of the Board of Directors after their election, or as soon thereafter as practicable, the Chairman may, subject to its approval appoint such standing committees as Committee of Membership, Committee on Projects Committee on Business Relations and Recruitment, Committee on Information and Statistics and Committee on Publicity. The members of such committees shall hold office until the appointment of their successors.

Section 5. Special Committees. The Chairman may, at any time, appoint other committees on any subject for which there are no standing committees.

Section 6. Committee Quorum. A majority of the members present at any committee meeting of the Corporation shall constitute a quorum for the transaction of business, unless any committee shall be a majority vote of its entire membership decide otherwise.

Section 7. Committee Vacancies. The various committees shall have the power to fill vacancies in their membership.

ARTICLE IX**Annual Operating Budget**

Section 1. Preparation and Adoption. The Board of Directors shall, prior to the end of each fiscal year, adopt by majority an annual operating budget including a revenue fund composed of line items by source and an expenditure fund composed of line items by object account. In addition, the Board of Directors may, as deemed necessary, adopt a capital projects budget and/or a special projects budget, and/or a debt service budget.

Section 2. Budget Controls. Any budget(s) adopted by the Board of Directors shall balance as to expenditure and revenue funds. No expenditure line item allocation shall be exceeded. However, budget items may be amended by transfer or supplemental appropriation by majority action of the Board of Directors. The Executive Committee shall prepare any budget proposed for adoption and shall transmit copies thereof to the Board of Directors at least ten (10) days prior to be considered for adoption.

ARTICLE X**Distribution upon Dissolution**

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501(c) (4) and 170 (c) (2) of the Internal Revenue Code, or to the Federal, State, or Local Government for exclusive public services.

Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income tax under Section 501 (c) (4) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United State Internal Revenue Law.

ARTICLE XI**Amendments**

~~These By-Laws may be amended, repealed, or altered in whole or in part by a two-thirds majority vote of the corporate membership at any duly organized meeting of the Corporation. Votes may be cast by members present or by proxy. The proposed change shall be mailed to the last recorded address of each member at least ten days before the time of the meeting, which is to consider the change.~~

These By-Laws may be amended, repealed, or altered in whole or in part by a two-thirds majority vote of the County Council at any regularly scheduled meeting of the County Council. The Board, by a two-thirds majority vote, may recommend to County Council changes to these By-laws.

Adopted February 20, 1986
Amended May 5, 1987
April 28, 1992
April 22, 1996
January 9, 2006
April 16, 2007
April 19, 2010
April 29, 2011
April 18, 2012

Amendment: 1

The City of Lancaster Council shall appoint a member of the Lancaster City Council as its ex-officio member to the Board of Directors.

Suggested Assignment of Departments to Council Committees

(including elected officials and others for budget issues)

Administration Committee

- | | | |
|--------------------|---------------------------|----------------------|
| 1. Finance | 6. Information Technology | 11. Procurement |
| 2. Human Resources | 7. Register of Deeds | 12. Treasurer |
| 3. Budget | 8. Risk Management | 13. Auditor |
| 4. Assessor | 9. County Attorney | 14. Veterans Affairs |
| 5. Delinquent Tax | 10. Clerk to Council | |

Infrastructure and Regulation Committee

- | | |
|-------------------------|-------------------------|
| 1. Planning | 6. Fleet Operations |
| 2. Zoning | 7. Public Works |
| 3. Code Enforcement | 8. Building Maintenance |
| 4. Building Inspection | 9. Airport |
| 5. Parks and Recreation | 10. Library |

Public Safety

- | | |
|---------------------------------|-------------------|
| 1. Emergency Medical Services | 6. Sheriff |
| 2. Fire | 7. Coroner |
| 3. Animal Shelter | 8. Solicitor |
| 4. Public Safety Communications | 9. Magistrates |
| 5. Public Defender | 10. Probate Court |
| | 11. GIS |



February 4, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: Azteca America, NHL Network (SD & HD), NHL Center Ice, YouToo, Outdoor Channel (SD & HD), RFD HD, TV One (SD & HD), RT (Russia Today).

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

WGN America may be repositioned from Starter TV to Standard TV on or around February 27, 2015..

On or after February 19th, NuvoTV (SD & HD) will be made available on channel 169, in addition to its current position on channel 900.

On or after March 1st, Events IN DEMAND3 Channel 662 will move to Channel 1842.

On or after March 15th, the following broadcast multicast changes will take place in Hilton Head, SC: WTOC D2 Antenna TV will change programming to Bounce TV and WTOC D3 Bounce TV will change to Grit TV.

On or after March 25th, Jewish Life TV will be added to Variety Pass/Preferred TV on channel 469.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: Jewish Life TV.

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

Sincerely,

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

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

SUBJECT: HISTORIC JAIL REPAIRS

As indicated in my e-mail, I have proceeded on the engineering work to analyze the problems at the Historic Jail on Gay Street. Inasmuch as we have separation between the western wall and roof structure, I am handling this as an emergency procurement. We obviously will need to make repairs as soon as possible.

A copy of the engineering contract is attached. The vendor was selected by our architect, Jody Munnerlyn.

SW



February 11, 2015
Proposal No. PFH150029

Mr. Joseph C. Munnerlyn AIA, NCARB
President & CEO
Boykin & Munnerlyn
1305 Monument Square
Camden, SC 29020

Subject: Building Enclosure Survey
Lancaster County Jail
Lancaster County, South Carolina

Dear Mr. Munnerlyn:

Terracon Consultants, Inc. ("Consultant") is pleased to submit our proposal to Boykin & Munnerlyn ("Client") to provide consulting engineering services in association with the Lancaster County Jail, Lancaster, South Carolina. We are presenting this proposal to confirm our understanding for this project, to present a fee proposal to provide these services and to obtain written authorization to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

PROJECT INFORMATION

The Lancaster County Jail was designed by Robert Mills and constructed in 1823. The facility is classified as a National Historic Landmark and is listed on the South Carolina National Register. Walls generally consist of painted stucco cladding over brick masonry with stone quoins and trim. Walls are approximately 2 feet thick. Wood-framed windows are present with iron grates at windows at upper floors. Shingles and/or roll roofing are present on the roof of the original structure. A west end addition is present and low-slope roofing is present on the addition. Daylight is visible from the interior at the juncture of the original structure and the addition. Interior spaces are unconditioned and the facility is currently unoccupied. A fire occurred at the facility years ago. Various structural repairs have been performed since that time.

Water entry occurs at the facility at numerous locations. Exterior cracks and damages are present in exterior stucco and interior walls are stained and deteriorated at numerous locations. Water stains are present at wood framing and wood decking in the attic. Floor tile is installed on a concrete slab-on-grade and floor tile has buckled at many areas. Boykin & Munnerlyn has requested that Terracon Consultants, Inc. perform a Building Enclosure Survey of the subject facility.

Terracon Consultants, Inc. 2020-E Starita Road Charlotte, North Carolina 28206
P [704] 597 9000 F [704] 597 5262 terracon.com

Environmental Facilities Geotechnical Materials

SCOPE OF SERVICES

We anticipate the following scope of services:

- A. Consultant will review available plans, specifications, shop drawings, etc. to become familiar with the existing construction/as built conditions to the extent such information is available.
- B. Consultant will interview maintenance personnel, facility personnel, etc. as to history of building maintenance, repairs, leaks, etc.
- C. Consultant will perform visual observations of interior building components, exterior walls and roof systems to evaluate existing conditions. Walls and windows will be inspected where accessible from an aerial lift and from grade. Where inaccessible, walls and windows will be surveyed using binoculars and high zoom/resolution cameras.
- D. Consultant will arrange to have roof openings made and repaired by a local roofing contractor so that roof substrate components can be observed. An aerial lift will be used to gain access to the roof and to observe wall/window conditions at upper areas.
- E. Relative humidity testing and concrete cores will be made in the concrete slab-on-grade in general accordance with the following scope:
 1. Relative Humidity Testing: Consultant shall perform relative humidity tests in general accordance with ASTM F2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes. Tests will be performed at three (3) locations. Floor tile will have to be removed at probe locations by the Client. Testing requires probes to be placed upon initial visit and readings taken a minimum of 72 hours later.
 2. Concrete Cores: Concrete cores may be taken, if deemed appropriate. The purpose of core removal will be to observe the condition of the concrete and slab sub-base. Three (3) concrete cores are anticipated for the purpose of this proposal. Floor tile will have to be removed at core locations by Client.
 3. Visual Observations: Consultant will perform visual observations at concrete core locations.
- F. A report of findings will be prepared and will in general include the following:
 1. A description of the components of the building envelope systems including such data as date of installation, contractors and architects involved, size, etc. to the extent such information is available.
 2. A report of details and conditions noted during the survey. These will be separated into various components including condition of roofing, walls, windows, roof to wall interfaces, etc.,
 3. Photographs of selected significant and typical conditions as required to illustrate the conditions described.
 4. Building elevations and roof plan showing locations of deficient conditions observed.

5. A brief summary of findings and results of concrete relative humidity testing and a schematic floor plan of the area showing concrete core locations.
6. General recommendations for the corrective actions required, if any, for each system surveyed. These recommendations will be made covering work considered necessary to repair the existing system if economically feasible or to provide an appropriate system. Recommendations will not be detailed specifications and will not be suitable as documents for contract work.

OWNER/CLIENT RESPONSIBILITIES

1. Client will provide all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
2. Client will guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services.
3. Client will remove tile flooring and residual adhesive from the concrete slab at Consultant designated locations.
4. Client will bear all costs incurred directly or indirectly pursuant to compliance with this section.

COMPENSATION

Client shall pay Consultant for services rendered under Scope of Services Section, Paragraphs A-F, inclusive for the **Hourly Not-to-Exceed Fee of Thirteen Thousand Nine Hundred Fifty Dollars (\$13,950.00)**.

The fee is broken down as follows:

Building Enclosure Survey.....	\$4,200
Aerial Lift.....	\$1,100
Moisture Probes and Report.....	\$1,900
Concrete Cores and Report.....	\$2,500
Building Enclosure Survey Report.....	\$3,000
Roofing Contractor.....	\$ 900
Expenses.....	\$ 350
Total.....	\$13,950

Our fees for additional work will be charged in accordance with the following fee schedule, travel time to and from the job site to be included in chargeable time.

Principal.....	\$175.00 per hour
Senior Project Manager/Engineer.....	\$150.00 per hour
Project Manager.....	\$140.00 per hour
Senior Technician/Staff Engineer.....	\$100.00 per hour
Technician.....	\$ 85.00 per hour
CAD Operator.....	\$ 75.00 per hour
Administrative Support.....	\$ 60.00 per hour

Reimbursable expenses include travel expenses, living expenses, and any other expenses incurred in connection with additional work. Expenses will be charged on a direct reimbursable basis, e.g. automobile mileage in our own vehicles will be charged at prevailing IRS rates, except that the costs for such expenses and equipment charges will be added to our invoice plus a fifteen percent (15%) surcharge.

APPROVAL

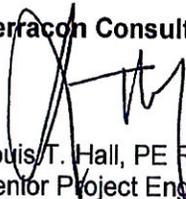
If this Scope of Services meets with your approval, please sign the attached Agreement for Services and return to our office. Terracon will not commence work on this project without a signed agreement.

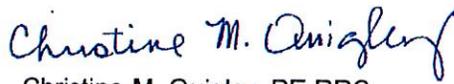
The terms, conditions and limitations stated in the Agreement (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please do not hesitate to contact the undersigned.

Respectfully,

Terracon Consultants, Inc.


Louis T. Hall, PE RRC
Senior Project Engineer


Christine M. Quigley, PE RRC
Principal/Office Manager

LTH:cb

Enclosure: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Boykin & Munnerlyn ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lancaster County Jail project ("Project"), as described in the Project Information section of Consultant's Proposal dated 02/11/15 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to *Kansas law. SOUTH CAROLINA LAW*.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
 By: Louis T Hall / Senior Project Engineer Date: 2/11/2015
 Name/Title: Louis T Hall / Senior Project Engineer
 Address: 2020-E Starita Road
Charlotte, NC 28206
 Phone: (704) 594-8932 Fax: (704) 597-5262
 Email: lthall@terracon.com

Client: Boykin & Munnerlyn
 By: _____ Date: _____
 Name/Title: Joseph Munnerlyn / President & CEO
 Address: 1305 Monument Square
Camden, SC 29020
 Phone: _____ Fax: _____
 Email: _____

Reference Number: PFH150029

Steve Willis
 County Administrator
 Lancaster County, SC
 2-13-2015

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, February 23 rd	6:30 p.m.	Regular Council Meeting
Thursday, February 26 th	6:30 p.m.	Presentation on Potential Dave Lyle Blvd. Expansion
Monday, March 9 th	6:30 p.m.	Regular Council Meeting
Monday, March 23 rd	6:30 p.m.	Regular Council Meeting
Thursday, April 9 th	11:30 – 1:30 p.m.	County Government Month – Employee Lunch Historic Courthouse
Monday, April 13 th	6:30 p.m.	Regular Council Meeting
Thursday, April 23 rd	4-6 p.m.	Lancaster County Birthday Celebration
Monday, April 27 th	6:30 p.m.	Regular Council Meeting

- 1st Thursday of each month 7:00 p.m. Fire Commission, Covenant Street EOC Building
- 1st Thursday of each month 6:00 p.m. Planning Commission work session, County Council Chambers
- 2nd Tuesday of each month 6:30 p.m. Zoning Appeals Board, County Council Chambers
- 2nd Tuesday of each month 7:00 p.m. Recreation Commission, 260 S. Plantation
- (Jan/March/May/July/Sept/Nov) 6:00 p.m. Library Board, Carolinian Room, Library
- 2nd Wed (Jan/March/May/July/Sept/Nov) 12 noon Health & Wellness Comm., various locations
- 3rd Thursday of each month 6:30 p.m. Community Relations Commission, County Council Chambers
- 3rd Tuesday of each month 6:30 p.m. Planning Commission, County Council Chambers
- Quarterly (2nd Monday -March , June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room