

# Lancaster County Council Regular Meeting Agenda

Monday, February 9, 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 Larry Honeycutt**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
  - a. SCAC Insurance Trust Awards to Risk Management – presented by John Henderson, SCAC Risk Manager
  - b. Thumbs Up to Melissa Fraunfelter, Human Resource Department
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. **Minutes of the following Council Meetings**
    1. **January 26, 2015 Regular Meeting – pgs. 7-14**
  - b. **3<sup>rd</sup> Reading of Ordinance 2015-1319 Repealing Dealer Tag Fees**

Ordinance Title: An Ordinance to amend Section 26-34 of the Lancaster County Code, relating to road improvement and maintenance fees so as to delete dealer tags; and to provide for other matters related thereto. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis and Veronica Thompson – pgs. 15-18*
  - c. **3<sup>rd</sup> Reading of Ordinance 2015-1325 rezoning of property of Mary Alice Stroud Knight located at 1702 John Truesdale Road.**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Mary Alice Stroud Knight, located at 1702 John Truesdale Road from R-30, Low Density Residential/Agricultural District to R-30D, 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 January 26, 2015 meeting. Penelope Karagounis – pgs.19-20*

d. **3<sup>rd</sup> Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney**

Ordinance Title: An Ordinance to amend Lancaster County Ordinance Number 851, adopted September 24, 2007 so as to define the selection, status and duties of the attorney responsible for the County's legal issues. *Council approved 7-0 at the January 26, 2015 meeting. John Weaver – pgs. 21-22*

e. **3<sup>rd</sup> Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences**

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance. *Planning Commission approved with the condition as noted in the report regarding the Zoning Administrator. Council approved 7-0 as recommended by the Planning Commission at the January 26, 2015 meeting. Penelope Karagounis–pgs. 23-24*

f. **3<sup>rd</sup> Reading of Ordinance 2015-1329 amendment regarding deletion of the “partially within” language from the text of the Highway Corridor Overlay District**

Ordinance Title: An Ordinance to amend Chapter 2 Zoning Districts and Zoning Map, Section 2.1.5 Overlay Districts, Subsection 7 (b) (1) (Highway Corridor Overlay District) of the Lancaster County Unified Development Ordinance. *Planning Commission approved 7-0. Council approved 7-0 at the January 26, 2015 meeting. Penelope Karagounis – pgs. 25-26*

g. **3<sup>rd</sup> Reading of Ordinance 2015-1320 amendments to the code updating Building Official and Zoning Official duties, update modular building codes**

Ordinance Title: An Ordinance to amend Chapters 7, 19, and 20 of the Lancaster County Code, relating to update code references, delineate duties for the Building Official and Zoning Official, update modular building codes; and to provide for other matters related thereto. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis – pgs. 27-35*

h. **2<sup>nd</sup> 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 January 26, 2015 meeting. Penelope Karagounis – pgs.36-37*

i. **2<sup>nd</sup> 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 January 26, 2015 meeting. Steve Willis and Keith Tunnell–pgs. 38-40*

j. **2<sup>nd</sup> 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.41-48*

k. **2<sup>nd</sup> 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 January 26, 2015 meeting. John Weaver – pgs. 49-78*

l. **2<sup>nd</sup> 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 January 26, 2015 meeting. John Weaver – pgs. 79-103*

m. **2<sup>nd</sup> 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 January 26, 2015 meeting. John Weaver – pgs. 104-128*

**n. 2nd 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 January 26, 2015 meeting. John Weaver – pgs. 129-133*

**9. Resolution 0866-R2015 accepting a bridge on Gilroy Drive in the Regent Park Subdivision into the County Road system – Steve Willis – pg. 134-137**

**10. Non-Consent Agenda**

*Ordinance Readings*

**a. Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1321 Amend Agreement of Multi-County Park to enlarge the park and extend termination date**

Ordinance Title: An Ordinance to amend the agreement for development of a joint county industrial park dated June 1, 2001 by and between Chesterfield and Lancaster Counties so as to enlarge the park and extend the earliest termination date applicable to the property of Schaeffler Group USA, Inc., in Chesterfield County. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis and John Weaver – pgs. 138-148*

**b. Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1323 regarding Silgan Containers Manufacturing Corporation (Project Mermaid) Fee in Lieu of Taxes and Special Source Revenue Agreement**

Ordinance Title: An Ordinance to authorize the execution and delivery of a fee agreement by and between Lancaster County and Silgan Containers Manufacturing Corporation providing for the payment of Fee-In-Lieu of taxes and the provision of Special Source Revenue Credits; to express the intention of Council to provide monies to the Economic Development fund; and to provide for other matters related thereto. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis and John Weaver – pgs. 149-180*

**c. Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2015-1324 regarding the Silgan Containers Manufacturing Corporation (Project Mermaid) Multi County Park**

Ordinance Title: An Ordinance to amend the Master Multi-County Park Agreement between Lancaster County and Chesterfield County, dated as of December 9, 2013, so as to add the agreement property located in Lancaster County (one parcel –

Silgan Containers Manufacturing Corporation); and to provide for other matters related thereto. *Council approved 7-0 at the January 26, 2015 meeting. Steve Willis and John Weaver – pgs.181-185*

**d. 1<sup>st</sup> 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. *Steve Willis – pgs. 186-199*

**e. 1<sup>st</sup> 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. Penelope Karagounis - pgs. 200-208*

**f. 1<sup>st</sup> Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC.**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Haldenby Holdings, LLC., and Landsford Riverpark, LLC. Property is located 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road, from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District; and to provide for other matters related thereto. *Planning Commission approved 6-1. Penelope Karagounis – pgs. 209-218*

**g. 1<sup>st</sup> 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, Lancaster. *John Weaver – pgs.219-230*

**h. 1<sup>st</sup> 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. Penelope Karagounis – pgs. 231-236*

***Discussion and Action Items***

- i. Heath Springs Speculative Building Program presentation – Keith Tunnell and April Lucas – pgs.237-243**

- j. Airport Application for Federal Assistance for 2015-16 funding – *Steve Willis – pgs. 244-251*
- k. Renewal of Airport Maintenance Hangar Lease – *Steve Willis and Paul Moses – pgs. 252-267*
- l. Request for reimbursement by LStar of bond funds for Walnut Creek – *Steve Willis – pgs. 268-274*
- m. Planning for Fleet Operations facility and hiring a consultant – *Steve Willis – pgs. 275-285*
- n. Discussion of permanent Sunday Blue Law suspension – *John Weaver – pgs. 286-293*
- o. Majority Vote for Fund Balance expenditures – *Chairman Bundy*
- p. Unfunded federal mandate regarding upgrades to Criminal Justice Information System – *Steve Willis and Sheriff Faile – pgs. 294-299*

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

- a. 2<sup>nd</sup> Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names
- b. 1<sup>st</sup> Reading of Ordinance 2015-1332 Leroy Springs pool possible donation to the City/County of Lancaster
- c. Kershaw Town pool discussion item
- d. Hope Lease discussion item

**12. Miscellaneous Reports and Correspondence – *pgs. 300-326***

- a. Pass Through Justice Assistance Grant (JAG)
- b. Time Warner Cable
- c. Library Architectural Plan Documents

**13. Calendar of Events – *pg.327***

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

**15. Adjournment**

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

*Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website:*  
[www.mylancastersc.org](http://www.mylancastersc.org)



Members of Lancaster County Council

*Bob Bundy, District 3, Chairman*  
*Brian Carnes, District 7, Vice Chairman*  
*Steve Harper, District 5, Secretary*  
*Jack Estridge, District 6*  
*Larry Honeycutt, District 4*  
*Larry McCullough, District 1*  
*Charlene McGriff, District 2*

**DRAFT**

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

101 N. Main Street, Lancaster, SC 29720

Monday, January 26, 2015

6:30 p.m.

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Steve Harper, Larry Honeycutt, Larry McCullough and Charlene McGriff. Also present was Steve Willis, John Weaver, Debbie Hardin, Virginia Burgess, Veronica Thompson, Penelope Karagounis, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

**Welcome and recognition/pledge of allegiance and invocation**

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Council Member Brian Carnes led the Pledge of Allegiance to the American Flag and provided the invocation.

**Approval of the agenda**

Brian Carnes requested that Item 10B – Library Ordinance be deferred to the next meeting and moved to the Discussion/Action Items as 10m.

MOTION was made by Charlene McGriff to approve the agenda as amended. SECONDED by Brian Carnes. Passed 7-0.

**Special Presentations**

Chairman Bob Bundy presented Thumbs Up awards to Noah Reynolds, Scott Craton and Michelle Railey for an emergency in route delivery of baby Noah. A Thumbs Up award was also awarded to Daniel Hammond with Building Maintenance.

### Citizens Comments

The following citizens made comments regarding amendments to the Lancaster County Library System.

1. Jan Tacy, 86620 Arrington Road, Indian Land
2. Wanda Rosa, 86614 Arrington Road, Indian Land
3. Waylon Wilson – 15117 Legend Oaks Court, Indian Land

### Chairman Comments

Chairman Bob Bundy welcomed Mrs. Bailey's class from USCL to the meeting and encouraged their continued participation at future Council Meetings.

### Consent Agenda

**a. Minutes of the following Council Meetings:**

December 8, 2014  
January 5, 2015  
January 12, 2015

**b. 2<sup>nd</sup> Reading of Ordinance 2015-1319 Repealing Dealer Tag Fees.**

**c. 2<sup>nd</sup> Reading of Ordinance 2015-1321 Amend Agreement of Multi-County Park to enlarge the park and extend termination date.**

**d. 2<sup>nd</sup> Reading of Ordinance 2015-1323 regarding Project Mermaid Fee in Lieu of Taxes and Special Source Revenue Agreement.**

**e. 2<sup>nd</sup> Reading of Ordinance 2015-1324 regarding the Project Mermaid Multi County Park.**

**f. 2<sup>nd</sup> Reading of Ordinance 2015-1325 rezoning of property of Mary Alice Stroud Knight located at 1702 John Truesdale Road.**

**g. 2<sup>nd</sup> Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney.**

- h. 2<sup>nd</sup> Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences.
- i. 2<sup>nd</sup> Reading of Ordinance 2015-1329 amendment regarding deletion of the “partially within” language from the text of the Highway Corridor Overlay District.

Larry Honeycutt made a MOTION to approve consent agenda items 8a–8i.  
 SECONDED by Charlene McGriff. Passed 7-0.

**Resolution 0864-R2015 – Resolution regarding the Continuity of Government**

Brian Carnes made a MOTION to approve Resolution 0864-R2015. SECONDED by Charlene McGriff. Passed 7-0.

Councilman McCullough requested that a more complete/comprehensive plan be generated regarding data stored and maintained, listing the Clerk to Council/Deputy Clerk. John Weaver suggested that this be one of the topics for the new committee system to review.

**Non Consent Agenda**

***Ordinances Readings***

**2<sup>nd</sup> Reading of Ordinance 2015-1320 amendments to the code updating Building Official and Zoning Official duties, update modular building codes.**

Ordinance Title: An Ordinance to amend Chapters 7, 19, and 20 of the Lancaster County Code, relating to update code references, delineate duties for the Building Official and Zoning Official, update modular building codes; and to provide for other matters related thereto.

Steve Willis, Administrator, added that there were no changes but did want to answer the question that these changes will not impact the rate and fees from the Building Department.

Steve Harper made a MOTION to approve 2<sup>nd</sup> reading of Ordinance 2015-1320.  
 SECONDED by Larry Honeycutt. Passed 7-0.

**1<sup>st</sup> 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.

Mike Bilodeau, with MPV properties, presented a slideshow, attached as schedule A, to Council regarding his request for the rezoning of this property.

Brian Carnes made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1330.  
SECONDED by Larry McCullough. Passed 7-0.

**1<sup>st</sup> Reading of Ordinance 2015-1333 regarding an extension of performance time period for Fancy Pocket.**

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.

Elaine McKinney, with Economic Development, said that there were no changes to make to this Ordinance. She stated that Fancy Pocket needs more time to get the grant.

Steve Harper made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1333.  
SECONDED by Larry McCullough. Passed 7-0.

**1<sup>st</sup> 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 purposes of this ordinance.

Charlene McGriff made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1334.  
SECONDED by Larry Honeycutt. Passed 7-0.

**1<sup>st</sup> 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.

Brian Carnes made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1335.  
SECONDED by Charlene McGriff. Passed 7-0.

**1<sup>st</sup> 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.

John Weaver, County Attorney, explained that this action will refinance the bond's interest rate in order to create a savings for the County. The savings would go back to the Pleasant Valley Fire District.

Brian Carnes made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1336.  
SECONDED by Larry McCullough. Passed 7-0.

**1<sup>st</sup> 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.

John Weaver explained this is regarding refinancing of bonds at a lower rate so that the County can benefit from cost savings. He stated that the savings would be in excess of \$414,000.

Larry Honeycutt made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1337.  
SECONDED by Charlene McGriff. Passed 7-0.

**1<sup>st</sup> 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.

Charlene McGriff made a MOTION to approve 1<sup>st</sup> reading of Ordinance 2015-1331. SECONDED by Larry McCullough. Passed 7-0.

**Discussion and Action Items**

**Fire Service Staffing for Adequate Fire and Emergency Response (SAFER) Grant -**

Darin Player, Assistant Director for Fire Services, spoke about the details of the grant. He explained that this grant would help fund the recruitment and retention of volunteer firefighters. Mr. Player said that they needed to know if Council would be inclined to accept the grant if it is awarded. He stated that they would be at a disadvantage to receive future grants if they apply and then declined the grant when offered. No votes were taken but it was a consensus of Council in favor of Fire Service applying for this grant.

**Monthly Finance Report –**

Veronica Thompson, Finance Director, reviewed the Monthly Finance Report. Larry McCullough asked that the \$78,000 Library expense be added to the section of items not included in the original budget. Ms. Thompson agreed and said that it will be added by the next meeting.

**Regent Parkway**

Steve Willis, County Administrator, explained that the subdivision bridge was the one with concern. There will be 150 homes built with only a single access point over the bridge. A decision to take responsibility for the bridge is up to Council. He also stated that we would need to have a way to get emergency vehicles into the area in the case of the bridge being blocked for any reason.

Jonathan McCall, with Provident Development Group, Inc., explained that the bridge was inspected 2 years ago. He said that he would like to go with the County's Public Works Director, Jeff Catoe, and look at the bridge. He also stated that there was park adjacent to the property that had a non paved road that could be used for access to the 150 home site in the case of an emergency.

Bob Bundy suggested that the Council take a trip out to the site to gain more understanding of the bridge and area being discussed. Jeff Catoe, Public Works Director, will set up a site tour for council.

## Discussion of the Library Ordinance 2015-1322

Brian Carnes requested the following changes be made to Ordinance 2015-1322:

1. In section 18-4, found on page 2 of the ordinance and page 124 in Council's packet, add the following provisions.
  - (c) the library system shall comply fully with the Lancaster County Procurement Code.
  - (d) all expenditures by the library system over and above \_\_\_\_\_ shall be submitted to the County Administrator for his review and approval prior to the expenditure.
2. In section 18-24, found on page 4 of the ordinance and page 126 in Council's packet, amend the following:
  - A. Delete (b) as written and substitute the following language:

“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.”
  - B. In the same section, Section 18-24, delete in its entirety section (d).
3. In Section 18-9, found on page 1 of the ordinance and page 123 in Council's packet, delete in its entirety (b) and substitute therefore the following:
  - (b) All employees of the county public library system shall be subject to the provision of S.C. Code 1976, § 4-9-30(7) and shall be county employees and subject to the county's personnel policies; provided, however, that the chief librarian 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.

Brian Carnes stated that he will work with John Weaver, County Attorney, to make the necessary changes. Larry Honeycutt requested that Council receive a copy of the plans that were purchased with the \$78,000.

**Executive Session**

Larry McCullough made a MOTION to go into Executive Session at 8:10pm. SECONDED by Charlene McGriff. Passed 7-0.

Larry McCullough made a MOTION to come out of Executive Session. SECONDED by Steve Harper. Passed 7-0.

John Weaver noted that no votes were taken in Executive Session.

**Personnel Matter related to the employment of a person regulated by a public body, SC Code §30-4-70(1).**

Charlene McGriff made a MOTION to extend an employment contract to the Administrator for his consideration, with such decision to be made within the next two weeks. SECONDED by Larry McCullough. Passed 7-0.

**Contractual Matter related to potential land acquisition, SC Code §30-4-70(2).**

Brian Carnes made a MOTION to permit the County Attorney and County Administrator to negotiate for the potential land acquisition. SECONDED by Jack Estridge. Passed 7-0.

**Adjournment**

MOTION was made by Larry Honeycutt to adjourn. Seconded by Brian Carnes. Passed 7-0.

Respectfully Submitted:

Approved by Council, February 9, 2015

Virginia C. Burgess  
Deputy Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary



(1) In the event an individual does not pay the road maintenance fee at the time the personal property taxes are paid on the vehicle, a penalty of five (\$5.00) dollars for each day the road maintenance fee is unpaid shall be levied against such individual. Each day which a violation occurs is deemed a separate and distinct offense.

(2) The penalty shall apply to each vehicle fee that is unpaid.

(3) An individual may pay the road maintenance fee under protest and shall follow the same procedures required for payment of personal property tax under protest.

(4) If the road maintenance fee and penalties are not paid after the expiration of sixty (60) days from the date the individual paid the personal property taxes on the vehicle, the fees and penalties shall be enforced by judgment and attachment or by other means permissible under the general law. Nothing in this section shall be construed as a limit on the time for the bringing of an action to collect such fees and penalties. In addition to the penalties provided herein, the county may recover reasonable attorney's fees and other expense of litigation or collection.

(c) Exemption.

(1) When an individual owns a vehicle which is not operated or non-operational and such individual certifies this fact to the county auditor, therein certifying that the vehicle in question is not being operated on the roads of South Carolina, such individual shall be exempt from paying the road maintenance fee for that vehicle. Disabled veterans, disabled individuals, or organizations, as certified to the county auditor by the South Carolina Department of Revenue, pursuant to the following provisions of Section 12-37-220 of the South Carolina Code of Laws as amended, shall be exempt from paying the fee on two (2) vehicles registered in their name and a fifteen-dollar fee will be levied on all subsequent vehicles registered by the individual receiving the exemption:

a. Two (2) private passenger vehicles owned or leased by any disabled veteran designated by the veteran for which special license tags have been issued by the Department of Motor Vehicles, or its successor agency, under the provisions of Section 56-3-1110 to 56-3-1130 or, in lieu of the license, if the veteran has a certificate signed by county service officer or the Veterans Administration of the total and permanent disability which must be filed with the Department of Motor Vehicles, or its successor agency.

b. Two (2) private passenger vehicles owned or leased by recipients of the Medal of Honor.

c. Two (2) personal motor vehicles, owned or leased either solely or jointly by persons required to use wheelchairs, who qualify for special license tags under the provisions of Section 56-3-1910.

d. Two (2) private passenger vehicles or trucks, not exceeding three-quarter ( $\frac{3}{4}$ ) ton, owned or leased by and licensed and registered in the name of any member or former member of the armed forces who was a prisoner of war (POW) in World War I, World War II, the Korean Conflict, or the Vietnam Conflict and who is a legal resident of this state. This exemption also extends to the surviving spouse of a qualified former POW for the lifetime or until the remarriage of the surviving spouse.

e. One (1) personal motor vehicle owned or leased by a legal guardian of a minor who is blind or required to use a wheelchair when the vehicle is used to transport the minor.

(2) All non-profit and government vehicles shall be exempted from paying the road maintenance fee.

(3) The road maintenance fee shall be paid the same day any exempted there from vehicle is licensed for operation and any person not paying such fee shall be subject to the penalties set forth in this section. The first day of the month displayed on the license tag for a vehicle placed back in operation shall be deemed to be the first day of operation for the purpose of imposing any penalty. Individuals shall not be subject to fees or penalties for the years the vehicle was not licensed for operation and was exempt pursuant to this subsection. The exemption shall not be applied retroactively.

(4) Personal property taxes on parked or non-operational vehicles are still due and payable each year and are not in any way exempted, excused or abated by this subsection.

*(Ord. No. 162, 6-27-88; Ord. No. 166, 11-7-88; Ord. No. 219, § 2, 6-24-93; Ord. No. 236, § 2, 6-27-94; Ord. No. 296, § 2, 6-27-97; Ord. No. 310, § 2, 6-8-98; Ord. No. 337, § 2, 6-7-99; Ord. No. 384, § 3, 6-12-00; Ord. No. 424, 3-26-01; Ord. No. 846, 9-10-07; Ord. No. 1105, § 2, 7-25-11)*

## **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 9<sup>th</sup> 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 12, 2015	Passed 7-0
Second Reading:	January 26, 2015	Passed 7-0
Third Reading;	February 9, 2015	(TENTATIVE)

Approved as to form:

\_\_\_\_\_  
John Weaver, County Attorney

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1325

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF MARY ALICE STROUD KNIGHT, LOCATED AT 1702 JOHN TRUESDALE ROAD FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30D, LOW DENSITY RESIDENTIAL/MANUFACTUREDHOUSING/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) Bobby Knight applied to rezone property located at 1702 John Truesdale Road from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing District/Agricultural District.

(b) On November 18, 2014, 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-30D, 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. 0060-00-100.00.

**Section 3. Severability.**

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

**Section 4.      Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon third reading.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15 Passed 7-0  
Second Reading: 1-26-15 Passed 7-0  
Third Reading: 2-9-15 Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER                    )            **ORDINANCE NO. 2015-1327**

**AN ORDINANCE**

**TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY’S LEGAL ISSUES.**

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney to the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall appoint a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county and has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The Office of the County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; Prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting

ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions. Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, utility district, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the county Administrator.

Section 2-105 – Other legal representation.

Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15 Passed 7-0  
Second Reading: 1-26-15 Passed 7-0  
Third Reading: 2-9-15 Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney



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 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 12, 2015    Passed 7-0  
Second Reading: January 26, 2015    Passed 7-0  
Third Reading: February 9, 2015    Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney



**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 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 12, 2015, Passed 7-0  
Second Reading: January 26, 2015, Passed 7-0  
Third Reading: February 9, 2015, Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1320

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND CHAPTERS 7, 19, AND 20 OF THE LANCASTER COUNTY CODE, RELATING TO UPDATE CODE REFERENCES, DELINEATE DUTIES FOR THE BUILDING OFFICIAL AND ZONING OFFICIAL, UPDATE MODULAR BUILDING CODES; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1. Chapter 7 – Update Code and Permit References.**

Chapter 7 of the Lancaster County Code, as last amended, is further amended to read:

**Sec. 7-1. - Standard codes adopted.**

The following codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

**2012 Editions:**

International Building Code, with South Carolina amendments;  
International Residential Code, with South Carolina amendments;  
International Mechanical Code, including Chapter One;  
International Plumbing Code, including Chapter One;  
International Fire Code, with South Carolina amendments;  
International Fuel Gas Code, with South Carolina amendments;

**2011 Edition:**

National Electric Code.

**2009 Edition:**

International Energy Conservation Code.

*(Ord. No. 259, 12-5-94; Ord. No. 298, 8-19-97; Ord. No. 437, 4-30-01; Ord. No. 548, 6-30-03; Ord. No. 847, 9-10-07; Ord. No. 1171, § 1, 10-8-2012)*

**Cross reference**— Adoption of technical codes, § 2-64; building and zoning department to enforce building and construction codes, § 25-61.

**Sec. 7-2. - Optional codes adopted.**

The following codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

**2012 Editions:**

International Existing Building Code  
International Property Maintenance Code.  
International Swimming Pool And Spa Code

*(Ord. No. 847, 9-10-07)*

**Sec. 7-23. - Administration and enforcement.**

(a) Permits required by this ordinance shall be issued in compliance with the provisions hereof by the Building Official who shall also collect and properly administer all fees established under section 7-25 of this ordinance.

(b) the county Building Official is hereby designated as the enforcement official of this ordinance, which designation also includes county employees authorized by the Building Official as his representative.

(c) Sworn law enforcement personnel of the county shall assist the Building Official in the enforcement of this ordinance upon request.

(d) Upon notice from the Building Official, work on any building or structure or activity underway being done contrary to the provisions of this ordinance shall be immediately stopped. Such notice shall be in writing and shall be transmitted to the owner of the property, or his agent, or the person performing work, and shall state the conditions under which work may be resumed. Such written notice shall be sufficient if mailed to the last recorded address of the owner, hand delivered, or affixed to the affected improvement or mobile home.

(e) It shall be unlawful for any public utility, rural electric cooperative, or any agency furnishing electric current to connect electrical energy to any building, structure, or mobile home or premises where a permit is required under this ordinance prior to the issuance thereof or to maintain any such connection upon notice by the Building Official that such connection was made in violation of the provisions of this ordinance. This connection restriction includes temporary connection for construction purposes.

*(Ord. No. 129, § 3, 3-25-86)*

#### **Sec. 7-24. - Permit administration.**

(a) It shall be unlawful for any person to engage in activity included under section 7-22 of this ordinance [article] unless an application has been filed and a permit granted by the Building Official. Each application for a building or mobile home permit shall be made in a form required by the Building Official. Building permit applications shall include, but not be limited to, all information mandated under S.C. Tax Commission Rule Number 117-118 entitled "General Requirements for Building Permits." The Building Official shall certify each application as a condition precedent to permit issuance.

(b) The Building Official shall make every reasonable effort to assist an applicant in completing the building or mobile home permit application form; however, the applicant for such permit is wholly responsible for obtaining and entering complete and accurate information on the permit application form. If the permit application is deemed incomplete, inaccurate or non conforming to the provisions of this or other pertinent ordinances or laws, the Building Official shall reject said application in writing indicating what action the applicant must take to conform.

(c) The building or mobile home application shall require the applicant to identify any public utility, electric co-op, or agency that will supply electric power to the affected improvement and the Building Official shall supply a copy of the building permit to any entity so identified. The Building Official shall transmit permit copies to identified power supply entities at least once each week.

(d) Upon approval of a mobile home permit application involving placement, the ~~auditor~~ Building Official shall issue a placement decal, which decal shall be permanently affixed to

said mobile home by the owner thereof. Upon approval of a mobile home permit involving movement of same within or from Lancaster County, the Building Official shall issue a moving permit card, which card shall be conspicuously displayed on the rear of said mobile home while same is being moved.

(e) A copy of any building permit issued by the Building Official shall be displayed at the affected premises in a conspicuous place and protected from the weather. No work shall begin prior to posting of the permit and posting shall be maintained until work for which the permit was issued is complete and ready for occupancy or use.

(f) If, in the opinion of the Building Official, the applicant's valuation of any improvement on a building permit application appears to be underestimated, the application shall be rejected unless the applicant can show detailed estimated cost to meet the Building Official's approval. Should the tax assessor, upon his establishment of market value for taxing purposes, determine that said market value exceeds the value entered upon the building permit application for the affected improvement by a factor greater than ten (10) percent, the tax assessor shall bill the owner of said improvement and the owner shall pay any additional permit fee that would have been payable based on proper valuation at the time of permit issuance.

(g) Any building permit issued shall become invalid unless work authorized is commenced within six (6) months of its issuance or after commencement is discontinued for a period of six (6) months. Any mobile home permit (permanent decal) involving placement shall be valid only as long as the unit for which it was issued remains within Lancaster County and in the same ownership as when the permit was issued. Any mobile home permit involving movement of a mobile home within or from Lancaster County shall be valid only while said unit is being moved between locations entered upon the application form.

(h) It is unlawful for any person, individual, company, corporation, or other entity to move a building or structure over any road in this county without first obtaining a permit from the county building and zoning department. The permit must be obtained before the person begins the process of preparing the building or structure for moving. The form of the application for a moving permit shall be determined by the county building and zoning department. The moving permit is valid for fifteen (15) calendar days. Upon a showing of just cause, the building and zoning department may extend the period of time the moving permit is valid by not more than a total of fifteen (15) calendar days. The moving permit must accompany the building or structure while it is being moved by displaying it on the rear of the building or structure in a conspicuous place. The moving permit must be available for inspection at all times. The permit required by this subsection is in addition to any other permit required by the county except that this subsection does not apply to the movement of one-story detached buildings or structures which are valued at five thousand dollars or less (\$5,000.00) and to the movement of mobile homes.

*(Ord. No. 129, § 4, 3-25-86; Ord. No. 829, 6-21-07; Ord. No. 1049, § 1, 8-31-10)*

#### **Sec. 7-25. - Schedule of permit fees.**

(a) No permit shall be issued until fees as established as a part of annual county budget ordinance have been paid.

(1) *Building permits.* Building permits shall not be required for one-story detached accessory structures which are valued at five thousand dollars (\$5,000.00) and less. Zoning permits are required for all structures.

(2) *Sign fee.* All fees shall be paid at the time of issuance of the permit or inspection made.

(3) *Penalties.* Where work for which a permit is required and is commenced prior to obtaining said permit or attaining approval to proceed prior to obtaining said permit, the fees herein shall be doubled, yet the payment of such double fee shall not relieve any person or persons from fully complying with the applicable code in the execution of said work nor from any other penalties prescribed herein.

Should the fees be waived by official action of the county council or other governmental entities, all other permit and code compliance requirements shall still be applicable and required.

(4) *Electrical permit.*

a. Required on all commercial and industrial projects. Building permit will ~~not~~ cover electrical permit in these occupancies where multiple trades are doing work.

b. Required on all residential or commercial projects when a building permit is not issued.

(5) *Plumbing permit.*

a. Required on all commercial and industrial projects. Building permit does ~~not~~ cover plumbing installations in these occupancies where multiple trades are doing work.

b. Required on all residential or commercial projects when a building permit is not issued.

c. If any plumbing installation commences prior to obtaining the permit or obtaining approval to proceed prior to obtaining the permit, the fee herein shall be doubled.

(6) *H.V.A.C. (mechanical) permit.*

a. Required on all commercial and industrial projects. Building permit does ~~not~~ cover mechanical installations where multiple trades are doing work.

b. Required on all residential or commercial projects when a building permit is not issued.

c. If any mechanical installation commences prior to obtaining the permit or obtaining approval to proceed prior to obtaining the permit, the fee herein shall be doubled.

(7) *Gas permits.* Required on all commercial and industrial projects. Building permit does ~~not~~ cover gas installations in these occupancies where multiple trades are doing work.

(8) *Moving permits.* All fees, if any, shall be paid at the time of issuance of the permit.

(9) *Religious institutions.* The first thirty thousand dollars (\$30,000.00) in combined building permit fees and plan review fees shall be waived for work on a sanctuary, church educational facility (except pre-school, K—12 school, or post-secondary school facilities), and family life center facility of a religious institution. Other facilities of a religious institution, including, but not limited to, a manse, parsonage, or a

denominational administrative facility, shall have standard fees assessed. Proof of designation as a religious institution shall be by submission of the appropriate Internal Revenue Service documentation.

(b) Where any activity regulated by this ordinance is commenced prior to issuance of the required permit, the applicable fee shall be doubled.

(c) The building official shall maintain accurate accounting records of all permit fees collected and shall remit all cash receipts to the county treasurer as required by the county's cash management policy.

*(Ord. No. 129, § 5, 3-25-86; Ord. No. 532, 2-24-03; Ord. No. 656, 2-28-05; Ord. No. 846, 9-10-07; Ord. No. 1049, § 2, 8-31-10; Ord. No. 1300, §§ 1, 2, 9-8-2014)*

## **Section 2. Chapter 19 – Update Department References.**

Section 19-104 of the Lancaster County Code, as last amended by Ordinance No. 502, is further amended to read:

### **Sec. 19-104. - Alarm users and alarm user permits.**

(a) An alarm user shall:

- (1) Maintain the premises and security alarm system in a manner that will minimize or eliminate false alarms;
- (2) Review all alarm system operating instructions, including those for verification of an alarm;
- (3) Notify the alarm system monitoring company of a false alarm activation as soon as the user is aware of the false alarm;
- (4) Not manually activate an alarm except when needing an immediate sheriff's office response to an emergency;
- (5) Obtain all required permits under county ordinance.

(b) In order to ensure that alarm system users have necessary information properly documented and that violations can be accurately billed and proper notification sent out, all alarm users shall be required to obtain an alarm user permit from the Lancaster County Zoning Department. The alarm user permit shall be effective as long as the permittee remains at the address that is the subject of the permit. The cost of the alarm user permit shall be ten dollars (\$10.00).

(c) All present alarm users shall pay a ten dollar (\$10.00) fee payable between August 1, 2002, and September 30, 2002.

(d) In the event that an alarm user changes addresses, the information on the alarm user permit must be updated within thirty (30) days to the new address. No additional fee will be charged. After thirty (30) days, no response will be afforded to alarm users that have failed to comply with the permit update requirements of this section.

(e) A resident who moves to a residence that contains an alarm will be required to pay a ten dollar (\$10.00) fee, unless his previous home had an alarm system that was permitted.

*(Ord. No. 502, 6-17-02)*

**Section 3. Chapter 20 – Update Code References And Amend Uses.**

Sections 20-27, 20-29, and 20-30 of the Lancaster County Code, as last amended by Ordinance No. 265, are further amended to read:

**Sec. 20-27. - Requirements.**

- (a) Such use shall be occupied as residences only, unless otherwise approved for a specified use as stated further in this article.
- (b) No more than two (2) mobile homes or one (1) mobile home and one (1) single family dwelling detached shall occupy the same lot, provided one (1) of the dwellings shall be owner occupied and each shall have separate and individual utilities (electrical, water, sewer, gas) situated on a minimum lot size of one and one-half (1.5) acres. The mobile home shall not be located within the required yard space of the single family dwelling or other mobile home and at least twenty (20) feet from the other dwelling or mobile home.
- (c) Tires and rims shall be removed.
- (d) Mobile homes shall be supported and properly tied down as per appendix H of the International Building Code or manufacturer recommended specifications, whichever being more stringent within seventh day of placement.
- (e) Mobile homes shall be underpinned with brick, block, other approved masonry methods, or with continuous aluminum, fiberglass panel, or vinyl skirting extending to the ground completely encircling the mobile home prior to utility connection being authorized.
- (f) Have properly constructed steps and handrails of masonry or weather resistant lumber at each entrance and exit. If mobile home is installed at a height requiring more than three (3) steps then a properly constructed landing of masonry or weather resistant lumber with minimum dimensions of three (3) feet by five (5) feet shall be properly constructed.
- (g) Mobile homes shall be connected to properly installed sewage disposal systems, potable water supply, approved electrical service supply as per the International Plumbing Code, DHEC regulations, National Electrical Code, latest editions.

*(Ord. No. 265, 2-6-95)*

**Sec. 20-29. - Mobile homes as special occupancies.**

- (a) Mobile homes may not be used for temporary offices
- ~~(e)~~ **(b)** A mobile home may not be used as a classroom by a school or a religious affiliation;

*(Ord. No. 265, 2-6-95)*

**Sec. 20-30. - Moving permits required.**

- (a) Moving permits shall be filed on forms provided by the office of the zoning official. The moving permit will be issued when all taxes due on the mobile home have been paid. The permit will be valid for fifteen (15) days with an extension approved by the zoning official for just cause. Extension not to exceed fifteen (15) days.

(b) The mobile home moving permit shall accompany the mobile home while it is being moved. The permit shall be displayed on the rear of the mobile home in a conspicuous place. It shall be the duty of the transporter that the required moving permit is properly displayed and accompanies said mobile home while in transport.

(c) A mobile home dealer or others repossessing a mobile home under a security agreement, or upon receipt of a legal repossession document from the principal of the security agreement may move a mobile home where it is located and relocate it to a secure location within the county until a moving permit can be obtained not to exceed fifteen (15) days. Under no circumstances shall the mobile home leave the boundaries of the county until all taxes and other county liens are satisfied and a moving permit issued.

(d) Each time a mobile home is relocated notwithstanding that the location may be made numerous times within a year.

(e) When a dealer moves a mobile home for rental purpose and is being located or relocated.

*(Ord. No. 265, 2-6-95)*

**Section 4. Severability.**

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

**Section 5. Conflicting Provisions.**

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

*(REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)*

AND IT IS SO ORDAINED, this 9<sup>th</sup> day of February, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

ATTEST:

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Debbie C. Hardin, Clerk to Council

First Reading:	January 12, 2015	Passed 6-1
Second Reading:	January 26, 2015	Passed 7-0
Third Reading:	February 9, 2015	Tenative

Approved as to form:

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John Weaver, County Attorney

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2015-1330

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 \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

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

Approved as to form:

\_\_\_\_\_  
County Attorney

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1333

~~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 23<sup>rd</sup> 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	(TENTATIVE)
Third Reading:	February 23, 2015	(TENTATIVE)

Approved as to form:

\_\_\_\_\_  
John Weaver, County Attorney



(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 23<sup>rd</sup> 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 (tentative)  
Public Hearing:                   February 23, 2015 (tentative)  
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 )

GRANT OF PIPELINE EASEMENT  
(With Lien Subordination)

**KNOW ALL MEN BY THESE PRESENTS** that the undersigned Grantor(s) in consideration of the sum of One Dollar and other valuable considerations, to it in hand paid, at and before the sealing and delivering thereof, by Lancaster County Water and Sewer District, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released and by these presents do grant, give, bargain, sell, and release unto the said Lancaster County Water and Sewer District ("Grantee"), its successors and assigns, the full right, privilege, and easement to go into, upon and over, under and/or across the below described property in order that Grantee may install, reinstall, maintain, repair, replace, enlarge and otherwise handle as necessary a line or lines of pipe and related facilities, it being understood that the Grantee shall properly refill any excavation and thereafter see that the same is maintained and protected against undue settling and that the Grantee shall protect the grantor(s) located within the right-of-way area; and it being further understood that the grantor(s) shall have the right to use the right of way for agrarian or other purposes not inconsistent with the rights hereby transferred to the Grantee, except that the grantor(s) shall not construct any building or other structure within the right-of-way area which might thereby result in any pipeline laid within the right-of-way area being beneath any building; the right-of-way area affected by this Grant being specifically described and/or delineated by plat or map as hereinafter set forth, as follows:

DESCRIPTION

All that certain strip(s) of land \_\_\_feet wide on land(s) situated in Lancaster County, South Carolina, with the center line of said strip being described and shown as the center of that certain proposed Main, running through lands owned by the Grantor(s), which is sketched and drawn on that certain drawing attached hereto as Exhibit "A", and made a part of this Easement. In addition to the \_\_\_feet of permanent Easement strip(s), there is hereby granted a temporary Easement(s) during construction, for construction purposes only, lying \_\_\_feet on each side and parallel to the permanent Easement(s), and running the entire course of the permanent Easement(s). Said strip of land runs parallel for a distance of \_\_\_\_\_feet, more or less.

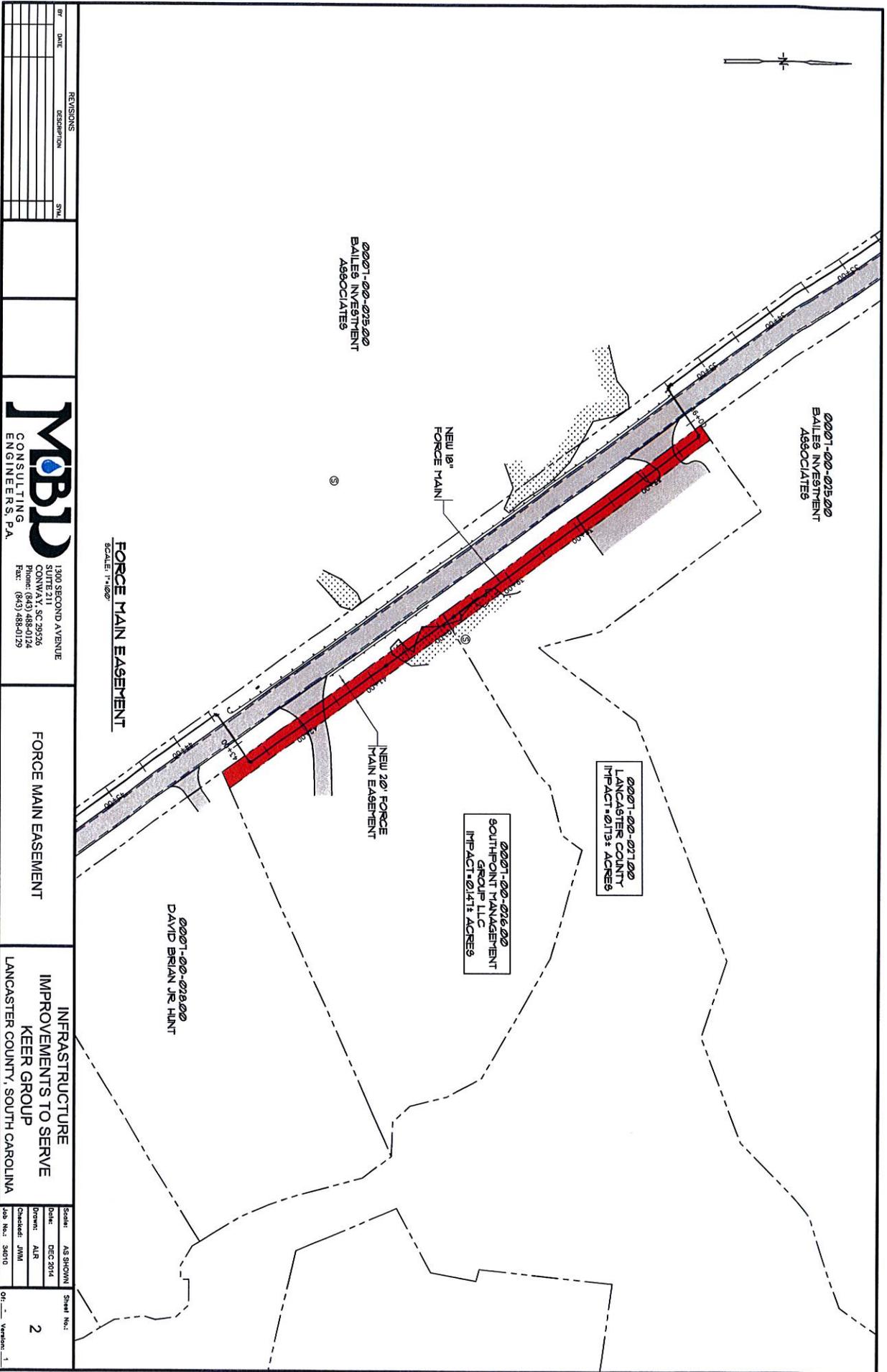
And the undersigned hereby represent(s) that said premises are owned by the undersigned in fee and are not subject to any mortgage or lien whatsoever, except as follows:

N/A which said mortgage(s) or lien(s), the holder thereof, by joining in the execution hereof, hereby waives in favor of and subordinates to the rights hereby granted. The Grantor(s) and Grantee, as evidenced by their execution and acceptance hereof, have made the following special agreement in connection herewith.

N/A







REV	DATE	DESCRIPTION	STA

**REVISIONS**

**MOBJD**  
CONSULTING  
ENGINEERS, P.A.

1300 SECOND AVENUE  
SUITE 211  
CONWAY, SC 29526  
Phone: (843) 488-0124  
Fax: (843) 488-0129

**FORCE MAIN EASEMENT**

**IMPROVEMENTS TO SERVE  
KEEP GROUP**

LANCASTER COUNTY, SOUTH CAROLINA

Scale: AS SHOWN  
Date: DEC 2014  
Drawn: ALR  
Checked: JMM  
Job No.: 38710

Sheet No.: **2**

Of: **2** Version: 1

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 an 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 Exchange County. 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 (Tentative)
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, 2<sup>nd</sup> 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](http://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](mailto: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](mailto: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](mailto: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 )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2015-1336

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 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 (Tentative)
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>
--------------------------	--------------------------	--------------------------------	--------------

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, 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 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 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 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](http://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](mailto: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](mailto: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](mailto: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 an 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 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 (Tentative)
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, 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 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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](http://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](mailto: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](mailto: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](mailto: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



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 \_\_\_\_ 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 26, 2015	Passed 7-0
Second Reading:	February 9, 2015	(TENTATIVE)
Public Hearing	February 23, 2015	(TENTATIVE)
Third Reading;	February 23, 2015	(TENTATIVE)

Approved as to form:

\_\_\_\_\_  
John L. Weaver, County Attorney

## Lancaster County Council Agenda Item Summary

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**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Steve Willis

**Department:** Admin

**Issue under Consideration:**

Acceptance of bridge in Regent Park.

**Points to Consider:**

County code is silent on accepting bridges. It does cover accepting roadways. The last several bridges that have been brought into the county road system have been handled via Development Agreement.

A Resolution to accept the bridge is attached for Council consideration.

**Funding and Liability Factors:**

Provided any needed repairs are made, funding concerns will be for ongoing maintenance.

Liability is a concern here as the bridge is the sole access point for a substantial number of homes.

**Options:**

Accept the bridge into the county road system or reject it.

**Recommendations:**

Council has visited the bridge and to my knowledge all questions have been answered.

Based on liability concerns related to a single access point, I recommend not accepting the bridge.

**Attachments:** Resolution

**Sign off by: (initial)**

**County Administrator** \_\_\_\_\_

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** \_\_\_\_\_



**BE IT FURTHER RESOLVED** that Lancaster County Council consents to the attachment of utility lines belonging to the Lancaster County Water and Sewer District to said bridge.

**AND IT IS SO RESOLVED** this 9<sup>th</sup> day of February, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

Approved as to form:

\_\_\_\_\_  
John Weaver, County Attorney

ATTEST:

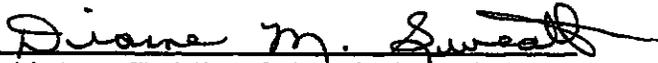
\_\_\_\_\_  
Debbie Hardin, Clerk to County Council

# The Lancaster News

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

**NOTICE OF A PUBLIC HEARING PRIOR TO FINAL ACTION BY THE COUNTY COUNCIL OF LANCASTER COUNTY TO ENTER INTO AN ORDINANCE.**  
Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the Council Chambers of the County Council, County Administration Building, County Council Chambers, 101 N. Main Street, 2nd floor, Lancaster, South Carolina at 8:30 p.m. on February 9, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK DATED JUNE 1, 2001 BY AND BETWEEN CHESTERFIELD AND LANCASTER COUNTIES SO AS TO ENLARGE THE PARK AND EXTEND THE EARLIEST TERMINATION DATE APPLICABLE TO THE PROPERTY OF SCHAEFFLER GROUP USA INC. IN CHESTERFIELD COUNTY." Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.  
By order of the County Council of Lancaster County, South Carolina  
Susan E. W. Haynsworth  
Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 12/17/14

  
Notary Public of South Carolina

My Commission Expires February 10, 2020



f. Chesterfield County and Lancaster County wish to amend Section 12 of the Park Agreement to provide that the Park Agreement shall not be terminated prior to December 31, 2030 with respect to all property of Schaeffler Group USA Inc. in Chesterfield County.

**Section 2. Approval of Additional Property.**

The County Council hereby approves the amendment to the Park Agreement to include the Property.

**Section 3. Approval of Revised Termination.**

The County Council hereby approves the amendment to Section 12 of the Park Agreement to provide that the Park Agreement shall not be terminated prior to December 31, 2030 with respect to all property of Schaeffler Group USA Inc. in Chesterfield County, notwithstanding the provisions of the original Park Agreement or the original enabling ordinances of Chesterfield and Lancaster Counties.

**Section 4. Approval of Amendment.**

The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, the Secretary of the County Council, and the Clerk to Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Schaeffler Group USA Inc. and Chesterfield County.

**Section 5. Severability.**

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

**Section 6. Conflicting Provisions.**

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

**Section 7. Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this 9<sup>th</sup> 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 12, 2015	<del>(TENTATIVE)</del> <u>Passed 7-0</u>
Second Reading:	January 26, 2015	<del>(TENTATIVE)</del> <u>Passed 7-0</u>
Public Hearing	February 9, 2015	(TENTATIVE)
Third Reading;	February 9, 2015	(TENTATIVE)

Approved as to form:

John L. Weaver, County Attorney

**EXHIBIT A to Ordinance No. 2015-1321**

**SCHAEFFLER GROUP USA, INC. PROPERTY**  
**CHESTERFIELD COUNTY**

All that certain piece, parcel or tract of land, situate, lying and being in Cheraw Township, Chesterfield County, South Carolina, containing 20.99 acres, more or less, (excluding highway right-of-way), commencing at a point in the center line of Highway S-13-388 located 284 feet east of an old spike in the center line of Oak Street where it intersects with the said highway; thence S72°-50'E along the center line of said highway for a distance of 993 feet to a corner; thence S26°-41'W, traversing a new iron at the southern boundary of the 66 foot right-of-way of the said highway, for a distance of 1,052.7 feet to an old axle by a cherry at a corner; thence N61°57'W for a distance of 998.5 feet to an old concrete marker at a corner; thence N27°-58'E for a distance of 551.7 feet to an old iron; thence N27°51'E, traversing an old iron at the southern boundary of the 66 foot right-of-way of Highway S-13-388, for a distance of 312.9 feet to the center line of said highway in the beginning corner and being generally bounded, now or formerly, as follows: On the North by Highway S-13-388; on the East by property of James and Eula Mae Thomas; on the South by "Finlayson Lots"; and on the West by C.N. Hewitt Lots, all of which will more particularly appear by reference to Map of Land of Mrs. Hattie S. McKay Estate made by Carl Maness, L.B., on August 1, 1980, and recorded in Plat Book 31 at Page 42, in the office of the Clerk of Court for Chesterfield County. See Tracts C, D and E, Plat Book 2, page 62.

This is the identical property conveyed to INA USA, Corporation by deed of William P. Griggs, Trustee dated March 5, 1999, and recorded on March 9, 1999, in Deed Book 371 at Page 1243-1247 in the said Clerk's Office.

Tax Map #259-1

**EXHIBIT B to Ordinance No. 2015-1321**

**AMENDMENT TO PARK AGREEMENT**

STATE OF SOUTH CAROLINA ) AMENDMENT TO AGREEMENT FOR  
) DEVELOPMENT OF A JOINT COUNTY  
COUNTY OF CHESTERFIELD ) INDUSTRIAL PARK DATED JUNE 1, 2001  
COUNTY OF LANCASTER ) (SCHAEFFLER GROUP USA, INC.)

THIS AMENDMENT ENTERED INTO AS OF THE \_\_\_ DAY OF \_\_\_\_\_, 2015  
BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY,  
SOUTH CAROLINA

By authority of Ordinance No. \_\_\_\_\_ enacted by the County Council of  
Chesterfield County on \_\_\_\_\_ and Ordinance No. 2015-1321  
enacted by the County Council of Lancaster County on February 9, 2015, for  
value received, Chesterfield County and Lancaster County hereby agree that the property described  
in Exhibit A attached hereto is hereby added to and shall be deemed to be a part of the Agreement  
for Development of a Joint County Industrial Park between Chesterfield County and Lancaster  
County dated as of June 1, 2001 (the "Park Agreement"). In addition, with respect to all property  
of Schaeffler Group USA Inc. in Chesterfield County, South Carolina described in Exhibit B  
attached hereto, Chesterfield County and Lancaster County confirm that such property is included  
in the Park Agreement and agree that the Park Agreement shall not be terminated with respect to  
that property prior to December 31, 2030. All other terms and provisions of said Park Agreement  
shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**CHESTERFIELD COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman of County Council

**ATTEST:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk to County Council

LANCASTER COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

LANCASTER COUNTY,  
SOUTH CAROLINA

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Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Bob Bundy, Chair, County Council

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Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Steve Harper, Secretary, County Council

**ATTEST:**

Signature: \_\_\_\_\_  
Name: Debbie C. Hardin Title: Clerk to Council

EXHIBIT A to the Amendment to the Park Agreement

PROPERTY TO BE ADDED TO PARK AGREEMENT

SCHAEFFLER GROUP USA, INC.

CHESTERFIELD COUNTY

All that certain piece, parcel or tract of land, situate, lying and being in Cheraw Township, Chesterfield County, South Carolina, containing 20.99 acres, more or less, (excluding highway right-of-way), commencing at a point in the center line of Highway S-13-388 located 284 feet east of an old spike in the center line of Oak Street where it intersects with the said highway; thence S72°-50'E along the center line of said highway for a distance of 993 feet to a corner; thence S26°-41'W, traversing a new iron at the southern boundary of the 66 foot right-of-way of the said highway, for a distance of 1,052.7 feet to an old axle by a cherry at a corner; thence N61°57'W for a distance of 998.5 feet to an old concrete marker at a corner; thence N27°-58'E for a distance of 551.7 feet to an old iron; thence N27°51'E, traversing an old iron at the southern boundary of the 66 foot right-of-way of Highway S-13-388, for a distance of 312.9 feet to the center line of said highway in the beginning corner and being generally bounded, now or formerly, as follows: On the North by Highway S-13-388; on the East by property of James and Bula Mae Thomas; on the South by "Finlayson Lots"; and on the West by C.N. Hewitt Lots, all of which will more particularly appear by reference to Map of Land of Mrs. Hattie S. McKay Estate made by Carl Maness, L.B., on August 1, 1980, and recorded in Plat Book 31 at Page 42, in the office of the Clerk of Court for Chesterfield County. See Tracts C, D and E, Plat Book 2, page 62.

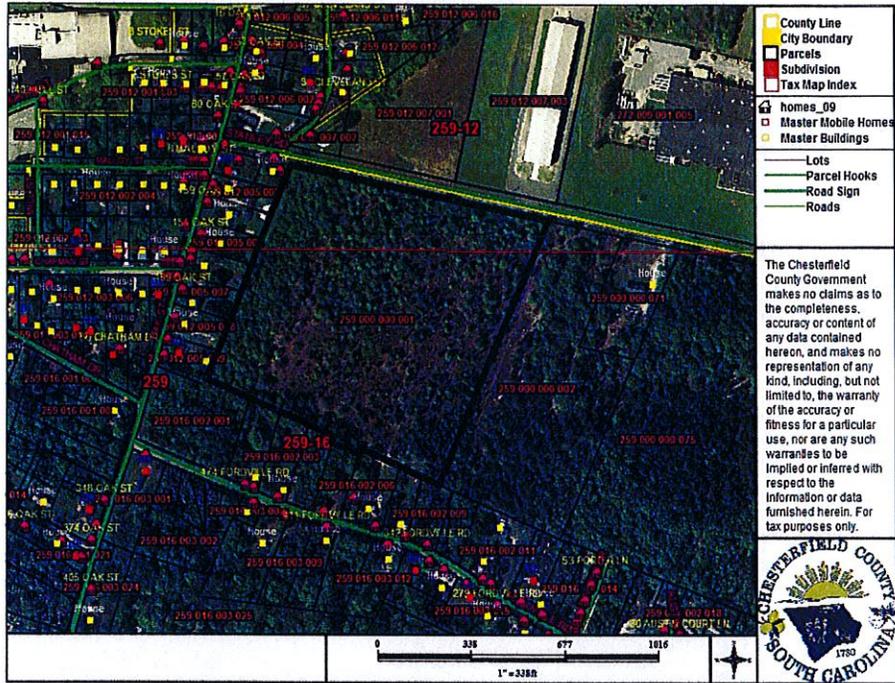
This is the identical property conveyed to INA USA, Corporation by deed of William P. Griggs, Trustee dated March 5, 1999, and recorded on March 9, 1999, in Deed Book 371 at Page 1243-1247 in the said Clerk's Office.

Tax Map #259-1

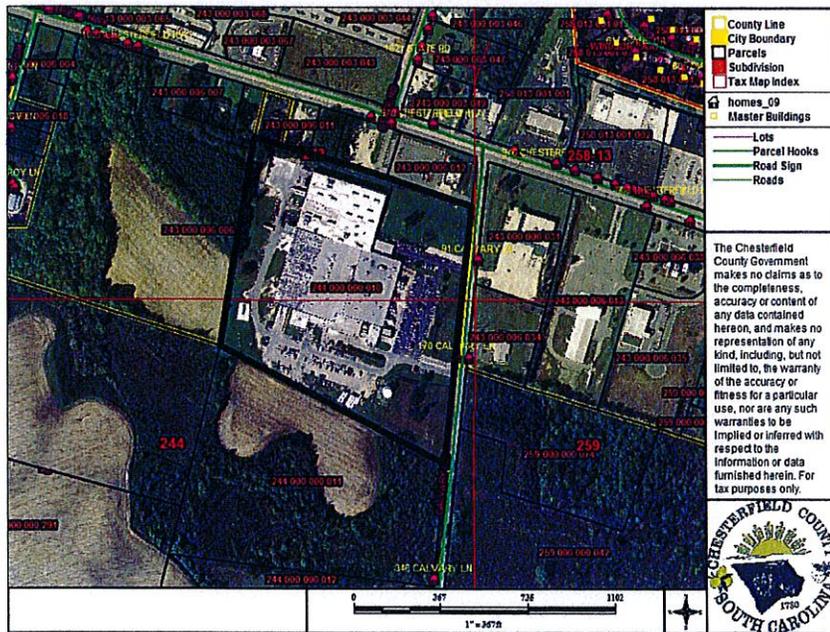
**EXHIBIT B** to the Amendment to the Park Agreement

**SCHAEFFLER GROUP USA, INC. PROPERTY  
CHESTERFIELD COUNTY**

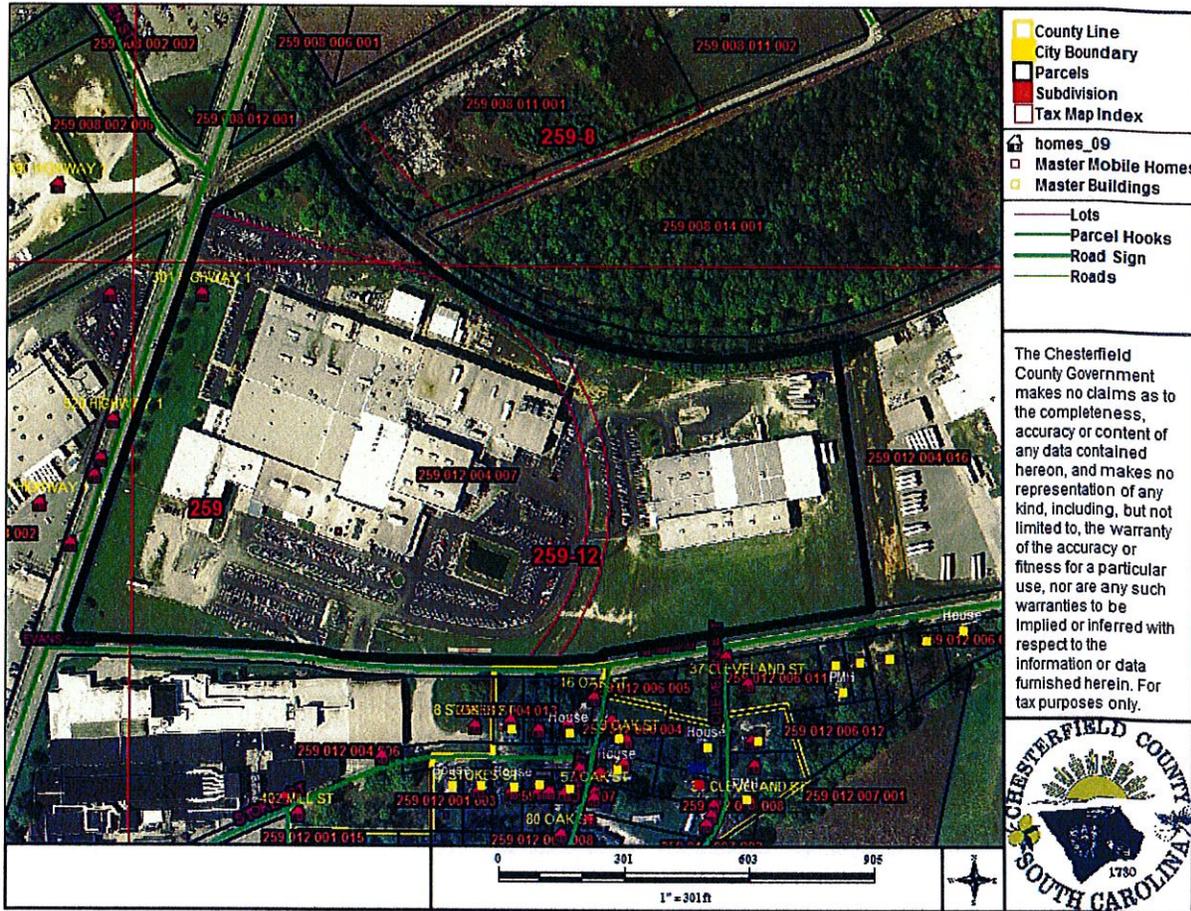
TMS # 259-000-000-001



TMS # 244-000-000-010



TMS # 259-012-004-007



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

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the Council Chambers of the County Council, County Administration Building County, Council Chambers, 101 N. Main Street, 2nd floor, Lancaster, South Carolina at 6:30 p.m. on February 9, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: **"TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT MERMAID PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO."**

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

By order of the County Council of Lancaster County, South Carolina.

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER            )        **ORDINANCE NO. 2015-1323**

**AN ORDINANCE**

**TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND ~~PROJECT MERMAID~~ SILGAN CONTAINERS MANUFACTURING CORPORATION PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1.        Findings.**

The Lancaster County Council finds that :

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

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) ~~A company currently identified by the code name “Project Mermaid”~~ Silgan Containers Manufacturing Corporation (the “Company”) is considering investing, through itself and/or one or more

existing or to be formed affiliated entities and/or one or more unrelated parties, including third party lessors (collectively, the “Sponsors”) in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least three million dollars (\$3,000,000) over five (5) years (the “Project”);

(d) pursuant to Resolution No. 0856-R2014, adopted December 8, 2014, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 282.4 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments and, for real property not included in the Fee Agreement, special source revenue credits equal to fifty percent (50%) of any increase in payments in lieu of taxes on the real estate associated with the Project, both for five (5) years;

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

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

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

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

Council makes the following additional findings:

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

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

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

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

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

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

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

**Section 4. Cost-Benefit Findings.**

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include: (i) investment in personal property and certain real estate improvements of at least \$3,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$11,422 after application of incentives; (iii) construction benefit of \$444,240; (iv) facility operation benefit of \$859,232; (v) employee benefit of \$4,892; and (vi) visitor benefit of \$3,700. The total benefit is estimated at \$1,312,064;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$ n/a ; (ii) operational costs of \$124,039; and (iii) employee costs of \$29,752. The total cost is estimated at \$153,791.

(c) The benefit to cost ratio in year one is estimated at \$8.53:1 and after year one at \$5.64:1.

(d) The value of the FILOT incentive to the Company is estimated at \$327,152 and the special source revenue credits at \$87,939.

**Section 5. Approval and Execution of Fee Agreement.**

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

**Section 6. Economic Development Fund.**

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

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based

on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

**Section 7. Authority to Act.**

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

**Section 8. Severability.**

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

**Section 9. Controlling Provisions.**

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

**Section 10. Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 9<sup>th</sup> 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 12, 2015	<del>Tentative</del> <u>Passed 7-0</u>
Second Reading:	January 26, 2015	<del>Tentative</del> <u>Passed 7-0</u>
Public Hearing:	February 9, 2015	Tentative
Third Reading:	February 9, 2015	Tentative

Approved as to form:

---

John L. Weaver, County Attorney

**Exhibit A to Ordinance No. 2015-1323**

**Fee Agreement**

**Lancaster County and ~~Project Mermaid~~ Silgan Containers Manufacturing Corporation**

See attached.

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FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

SILGAN CONTAINERS MANUFACTURING CORP.

Dated as of February 9, 2015

## RECAPITULATION OF CONTENTS OF FEE AGREEMENT

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal Name of Each Party to the Agreement – Lancaster County, South Carolina and Silgan Containers Manufacturing Corp.
2. County and Street Address of the Project and Property to be Subject to the Agreement – Lancaster County; 1531 Camp Creek Road (Tax Map Number 0068-00-035.00)
3. Minimum Investment Agreed Upon - \$3,000,000. See Section 1.1 for definition of Clawback Minimum Investment Requirement.
4. Length and Term of the Agreement – Twenty (20) years for each phase of the Project placed in service during the Investment Period. See Section 1.1 for definition of Termination Date.
5. Assessment Ratio Applicable for Each Year of the Agreement – Six percent (6%). See Section 4.1(a).
6. Millage Rate Applicable for Each Year of the Agreement – 282.4 mills. See Section 4.1(a).
7. Is the project to be located in a multi-county park formed pursuant to Article VIII, section 13 of the South Carolina Constitution and Section 4-1-170, -172 and -175 of the Code? Yes, Lancaster-Chesterfield Master Multi-County Park Agreement dated as of December 9, 2013
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.1(c).
10. Will payment amounts be modified using a net present value calculation? No.
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.

## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of February 9, 2015 by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County and SILGAN CONTAINERS MANUFACTURING CORPORATION, a                      Delaware corporation (the "Company").

### RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted on February 9, 2015 (Ordinance No. 2015-1323) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes and the issuance of infrastructure credits (also referred to as special source revenue credits), all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### GENERAL

Section 1.1 The terms that this Section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended.

“Act Minimum Investment Requirement” shall mean an investment in the Project of at least \$2,500,000 by the Company within the Investment Period.

“Clawback Minimum Investment Requirement” shall mean an investment in the Project of at least \$3,000,000 by the Company within the Investment Period.

“Clawback Minimum Jobs Requirement” shall mean the creation, not later than the end of year three of the Investment Period, and maintenance, through the end of the Investment Period, by the Company of at least 18 new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than thirteen dollars and sixty-four cents (\$13.64), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Silgan Containers Manufacturing Corporation, a Delaware corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Lancaster County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (*i*) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (*ii*) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (*iii*) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements and Equipment, to the extent that Section 12-44-70 of the Act permits.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to Section 12-44-70 of the Act, Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, and Section 4.1(c) hereof, with respect to the Infrastructure.

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

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day

of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations and Warranties of the County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Fee Agreement; (iii) it has approved this Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Fee Agreement.

Section 2.2 Representations, Warranties, and Intentions of the Company. (a) The Company represents and warrants that it: (i) is or will be validly existing and in good standing under the laws of the state of organization or incorporation; (ii) is or will be authorized to transact business in the State of South Carolina; (iii) has the power to enter into this Fee Agreement; (iv) has by proper action approved this Fee Agreement; and (v) has authorized its officials to execute and deliver this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purposes of manufacturing containers, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company agrees to be a member of the Lancaster County Economic Development Corporation and the Lancaster County Chamber of Commerce for at least one year.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest primarily in Improvements, and Equipment, which comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and Chesterfield County and the Department within 30 days after the date of execution and delivery of this Fee Agreement by all parties.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be collected and enforced as provided in Section 12-44-90 of the Act. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax

exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments if approved by the County.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2014, which is 282.4 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) ~~(1)~~ The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for an Infrastructure Credit over five (5) years (commencing at the Company's option) equal to fifty percent (50%) of the FILOT payments attributable to the

Project. The County also agrees to provide an additional Infrastructure Credit for the same five year period equal to fifty percent (50%) of any increase in the payments in lieu of taxes on the Project's real property that is not included in the Fee Agreement. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year and shall apply against the entire FILOT payment due, including any portions that may be allocable to any municipality or school district. In order to provide the Infrastructure Credit as described herein, the County agrees to include the Real Property in a multi-county business park created pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-29-68, 4-1-170 and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended (if not already included in such a multi-county business park), and to keep the Real Property in a multi-county business park for at least the duration of the Infrastructure Credit. The Company acknowledges and agrees that the designation of multi-county park status for the Property requires approval of a partnering county which is a discretionary decision for the partnering county.

~~————— (2) The Company agrees to provide to the County Auditor, no later than May 31 of each year, at the Company's expense, a report containing the Company's calculation of the Infrastructure Credits.~~

(d) The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company. For purposes of determining the amount expended on Infrastructure, the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form of the Department) as equivalent to the cumulative dollar amount expended by the Company on Infrastructure and the amount invested in the Project and for determining whether the Company has met or exceeded the investment requirement in subsection 4.2(b). In addition, the County and the Company agree that the Infrastructure Credits shall first apply to real property and infrastructure other than real property, notwithstanding any presumption under state law to the contrary.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Clawback; Cessation of Operations.

(a) If the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. If terminated, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including

the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require. The Company agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(b) In the event that the Company does not satisfy the Clawback Minimum Jobs Requirement, the Company shall repay to the County one hundred percent (100%) of the Infrastructure Credits received, and any remaining Infrastructure Credits shall be terminated prospectively.

In the event that the Company satisfies the Clawback Minimum Jobs Requirement and the Act Minimum Investment Requirement but does not reach the Clawback Minimum Investment Requirement during the Investment Period, the Company shall be required to repay to the County a portion of the Infrastructure Credits received, and any remaining Infrastructure Credits shall be reduced prospectively in the manner to be calculated as follows:

Repayment Amount = 50% x Total Amount of Infrastructure Credits Received x [100% - Investment Achievement Percentage]

Investment Achievement Percentage = (Maximum Investment Achieved During Investment Period / \$3,000,000), provided that the Investment Achievement Percentage may not be more than one hundred percent (100%)

For example, and by way of example only, if the Company achieved a maximum investment of \$2,750,000 and satisfied the Clawback Minimum Jobs Requirement and the Act Minimum Investment Requirement during the Investment Period, and if the Company had received \$100,000 in Infrastructure Credits, the Repayment Amount would be \$4,166.50, calculated as follows:

Investment Achievement Percentage =  $\$2,750,000 / \$3,000,000 = 91.667\%$

Repayment Amount =  $50\% \times \$100,000 \times [100\% - 91.667\%] = \$4,166.50$

All future Infrastructure Credits would be reduced by 4.166% in this example also.

(c) Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Infrastructure Credits ends, and this Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.2(c), "ceases operations" means closure of the facility. The provisions of Section 4.2(b) relating to clawback apply if this Fee Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if the Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(d) At the end of the Investment Period and for each year thereafter that the Company receives an Infrastructure Credit, the Company shall certify to the County Auditor on or before May 31 of the applicable year that the Company has complied with the Clawback Minimum Investment Requirement as of the end of the Investment Period, or, if applicable, the Property Tax Year. If the certification is not made on or before May 31 of the applicable year, the Company agrees that the Infrastructure Credits are forfeited for that property tax year.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act

Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. If the Diminution in Value occurs subsequent to the end of the Investment Period, then the Company is not required to make any retroactive payment that may otherwise be required pursuant to this Fee Agreement, including Section 4.2.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8    Condemnation.

(a)    Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b)    Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c)    The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9    Confidentiality/Limitation on Access to Project.

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

(b)    The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a

significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Fee Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.10 Assignment. The Company may assign this Fee Agreement in whole or in part without prior approval, unless the prior written consent by the County or a subsequent ratification by the County is required by the Act and in that event, such consent or ratification shall not be unreasonably withheld. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act, or in case of a sale of the Company or its assets to a third party who continues the business substantially as it is conducted by the Company.

Section 4.11 No Double Payment. Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year on the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration Expenses. (A) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Fee Agreement, (ii) the preparation, review, approval and execution of other documents related to the Fee Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only in each case if such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of the aforementioned documents.

(B) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits or infrastructure credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one thousand dollars (\$1000.00).

## ARTICLE V

### DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

### Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(1) terminate the Fee Agreement; or

- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement or any contractual investment requirement, other than as expressly set forth in this Fee Agreement.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate the Fee Agreement;
- (3) unless otherwise provided by law, withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE COMPANY:**

Silgan Containers Manufacturing Corporation  
Attn: Property Tax Manager  
1531 Camp Creek Road  
Lancaster, SC 29720

**WITH A COPY TO:**

Haynsworth Sinkler Boyd, P.A.  
Attn: Edward G. Kluiters  
P.O. Box 11889  
Columbia, SC 29211

**IF TO THE COUNTY:**

Lancaster County, South Carolina  
Attn: County Administrator  
101 N. Main St. (29720)  
P.O. Box 1809 (29721)  
Lancaster, SC

**WITH A COPY TO:**

Lancaster County, South Carolina  
Attn: County Attorney  
101 N. Main St. (29720)  
P.O. Box 1809 (29721)  
Lancaster, SC

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may be modified or amended only in a writing signed by the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. This special source revenue credit or infrastructure credit shall be separate from and in addition to the Infrastructure Credits. This paragraph shall apply to provide the benefits of the negotiated FILOT as contemplated herein for tax year 2015 if it is determined that the Fee Agreement on its face is not applicable for such year.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement, any multi-county park documents, and any other documents executed substantially contemporaneously therewith, express the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in such documents or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

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

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

**SILGAN CONTAINERS  
MANUFACTURING CORPORATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A  
REAL PROPERTY**

1531 Camp Creek Road, 11.55 acre parcel, Tax Map No. 0068-00-035.00



Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	1/28/2015 3:35:02 PM
Comparison Time	1.37 seconds
compareDocs version	v4.0.3.1

Sources	
Original Document	[#1190922] [v2] Mermaid Fee Agreement
Modified Document	[#1190922] [v3] Mermaid Fee Agreement

Comparison Statistics	
Insertions	0
Deletions	2
Changes	6
Moves	0
TOTAL CHANGES	8

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
<b>Deletions</b>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

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

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the Council Chambers of the County Council, County Administration Building County, Council Chambers, 101 N. Main Street, 2nd floor, Lancaster, South Carolina at 6:30 p.m. on February 9, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: **"TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY, DATED AS OF DECEMBER 9, 2013, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (ONE PARCEL - SILGAN CONTAINERS MANUFACTURING CORPORATION); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO."**

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

By order of the County Council of Lancaster County, South Carolina.

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1324

COUNTY OF LANCASTER

)

**AN ORDINANCE**

**TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY, DATED AS OF DECEMBER 9, 2013, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (ONE PARCEL – SILGAN CONTAINERS MANUFACTURING 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) Lancaster County, South Carolina (“Lancaster County”) is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a “Multi-County Park”); and

(2) Lancaster County and Chesterfield County, South Carolina (“Chesterfield County”), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the “Park Agreement”); and

(3) the Park Agreement provides that property may be added to the Multi-County Park upon the passage of approving ordinances enacted by the respective county councils.

(b) It is the purpose of this ordinance to approve the addition of the following property to the Park Agreement: One parcel owned by Silgan Containers Manufacturing Corporation (Tax Map No. 0068-00-035.00).

**Section 2. Approval of amendment.**

Council approves the amendment of Exhibit A (Lancaster County) of the Master Multi-County Park Agreement dated December 9, 2013 to read:

**/EXHIBIT A (Lancaster County)**  
**Lancaster County Property**

**A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:**

**U.S. 521 –Northfield Drive-Business Park**

<u>Tax Map No.</u>	<u>Owner</u>
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

**Lancaster County Air Rail Park**

<u>Tax Map No.</u>	<u>Owner</u>
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

**S.C. 9 – U.S. 521 By-Pass Business Park**

<u>Tax Map No.</u>	<u>Owner</u>
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax
0068-00-018.07	Nutramax
0068-00-018.03	Risc LLC (Cooley Bldg)

**S.C. 160 - McMillian Park**

<u>Tax Map No.</u>	<u>Owner</u>
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0007-00-008.00  
0007-00-008.03  
0007-00-008.05

DVG Real Property LLC  
Allegiance (Cardinal Health)  
Kennametal

**B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:**

**1320 Camp Creek Road**

Tax Map No.

Owner

0068F-0B-007.00

RAL Industries LLC

**C. Properties included pursuant to Lancaster County Ordinance No. ~~2015-1323~~2015-1324, enacted on February 9, 2015 and effective February 9, 2015:**

**1531 Camp Creek Road**

Tax Map No.

Owner

0068-00-035.00

Silgan Containers Manufacturing Corporation/

**Section 3. Preparation of amended Park Agreement.**

When Chesterfield County has passed an ordinance approving the addition of property as provided in this ordinance, the County Administrator shall cause to be prepared an amended Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the amended Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

**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, resolutions, policies, procedures and actions, 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 9<sup>th</sup> 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 12, 2015	<del>Tentative</del> <u>Passed 7-0</u>
Second Reading:	January 26, 2015	<del>Tentative</del> <u>Passed 7-0</u>
Public Hearing:	February 9, 2015	Tentative
Third Reading:	February 9, 2015	Tentative

Approved as to form:

John L. Weaver, County Attorney

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## Lancaster County Council Agenda Item Summary

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

Contact Person / Sponsor: Councilmen Carnes & McCullough and Steve Willis

Department: N/A

Date of Request: February 2, 2015

**Issue For Consideration:** Whether or not it is appropriate to amend the Lancaster County Code of Ordinances through the passage of this accompanying ordinance so as to: a) delete certain language in the existing Code that no longer is relevant/applicable (Willis); b) add certain provisions relating to library personnel, county procurement compliance, library expenditures and financial operations (Carnes/McCullough).

There are two versions of the proposed ordinance in the packet. The first contains the proposed amendments and are color coded.

1. Items marked through and underlined are the Administrator's recommendations;
2. Items in red are Councilman Carnes' recommendations;
3. The item in blue is Councilman McCullough's recommendation.

The second version is a clean version with all the changes being merged into a simplified, black & white ordinance.

**Points to Consider:** State law vests with a library's Board of Trustees a broad range of duties and powers, Accompanying this summary is a copy of the present Lancaster County Code of Ordinances provisions detailing those powers, duties and functions. **See Section 18-23(a) & (b).** Council may direct staff to amend the present format of the ordinance to recite the state law or, as recommended by the Administrator, leave that portion of the ordinance intact that simply references the applicable state law without detailing in our code those same powers and duties.

**Funding and Liability Factors:** The new regulations/requirements for the library as noted in the new ordinance would not impact the county's funding or liability. Should Council transfer the payroll and expenditures from the library over to the county's finance department, those steps primarily would be administrative only and have no material impact on the library's personnel management or on any budgetary issues.

**Council Options:** So long as the changes agreed to by Council do not circumvent or delete the powers and duties given to the Library Board by state law, Council may adopt any, all or none of the provisions in the new ordinance. It is the County Attorney's opinion that none of the changes negatively impact the Board's powers and duties.

**Recommendation:** Depending upon Council's decision(s) at 1<sup>st</sup> Reading, it likely will be necessary to amend that version so as to conform to the directives of Council. That new, amended version will appear in the next packet and be available for Council's decision at its February 23, 2015 meeting.

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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 180, 12-4-89; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.A, 4-26-10; Ord. No. 1258, § 2, 3-10-2014)*

**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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.B, 4-26-10)*

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

- (a) 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:
  - (1) Employ a chief librarian whose qualifications and credentials shall meet the certification requirements of the state library board, and who shall be responsible to the county library board for the administration of the program and the selection of library staff members required to carry out the functions of the library system. The board shall have authority to employ and discharge employees as it may consider advisable. No member of the board or relative of a board member shall be so employed.
  - (2) Purchase, lease, hold and dispose of real and personal property in the name of the county for the exclusive use of the county public library system. However, any such conveyance, lease or purchase of real property shall be by the county council.
  - (3) Acquire books and other library materials and provide for use thereof throughout the county.
  - (4) Accept donations of real property, services, books and other library facilities to commemorate and identify gifts and donations made to the library system.
  - (5) Designate or mark equipment, rooms and buildings, and other library facilities to commemorate and identify gifts and donations made to the library system.
  - (6) Cooperate or enter into contracts or agreements with any public or private agency which result in improved services or the receipt of financial aid in carrying out the functions of the library system. However, such contracts and agreements shall be subject to approval by the county council.
  - (7) Enter into contracts or agreements with other counties to operate regional or joint libraries and related facilities. However, such contracts and agreements shall be subject to approval by the county council.
  - (8) Receive and expend grants, appropriations, gifts, and donations from any private or public source for the operation, expansion or improvement of the library system.
  - (9)

Take any actions deemed necessary and proper by the board to establish, equip, operate and maintain an effective library system within limits of approved appropriations of county council.

- (b) In addition to the powers and duties prescribed in subsection (a), the board shall:
- (1) Provide and make available to the residents of the county, books and library materials and in the fulfillment of this function, shall establish a headquarters library and may establish branches and subdivisions thereof in appropriate geographical areas of the county within the limits of available funds. The board may operate one (1) or more book-mobiles over routes determined by the board.
  - (2) Adopt regulations necessary to ensure effective operation, maintenance and security of the property of the library system. However, such regulations shall not be in conflict with policy or regulations established by the county council.

*(Ord. No. 44, § 2, 3(a), (b), 6-11-79)*

#### **Sec. 18-24. - Annual report.**

- (a) Annually, at the time designated by the county council, the board shall submit to the county council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the board.
- (b) The library board shall annually, on or before the first of September of each year, 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 clerk of court for the county and copies shall be furnished each member of the county council.
- (c) The expenditure of any funds by the board is subject to the purchasing rules and financial procedures of the county as adopted by the county council. The board shall designate a person on the board as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.
- (d) The county shall include the board in the annual independent audit of the financial records of the county.
- (e) The board is subject to the county's personnel policies including wage and salary guidelines.

*(Ord. No. 44, § 3(d), 6-11-79; Ord. No. 998, § 9.C, 4-26-10)*

#### **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.

*(Ord. No. 242, 7-25-94)*

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER                )

ORDINANCE NO. 2015-1322

~~Indicates Matter Stricken~~  
Indicates New Matter

**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.  
(Ord. No. 44, § 1, 6-11-79)

**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 systems created pursuant to section 18-1
- (b) ~~All employees of a county public library shall be subject to the grievance provisions of item (7) of Section 4-9-30 of the Code of Laws of South Carolina, 1976.~~ 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 chief librarian 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.

(Ord. No. 44, § 4, 6-11-79)

**Cross reference**— *Personnel policies and procedures manual, § 2-111.*

### **Sec. 18-3. Funding.**

The county public library system shall be funded by annual appropriations by the county council including millage, if any, levied specifically for the county public library system plus aid provided by the state and federal governments and other sources. If the county council levies a tax specifically for the support of the county public library system, such tax shall apply to all persons and corporations subject to school taxes. The account used by the treasurer to receive and transmit library systems funds shall be audited every year by the public accountant annually engaged by the grand jury to audit county finances.

(Ord. No. 44, § 5, 6-11-79)

### **Sec. 18-4. Assets and property.**

All assets and property, both real and personal, owned by any county library prior to the creation of a library system under this chapter shall be transferred to the county by the persons or entities owning title thereto; however, all such assets and property shall be used exclusively for library purposes.

(Ord. No. 44, § 6, 6-11-79)

### **Sec. 18-54. Fiscal procedures; budget.**

(a) Annually, at a time designated by the county council finance director, the library board shall submit to the council 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 and expended as follows:

(1) All funds received by the county treasurer and designated as library funds shall be transmitted to the library system upon written warrant of the treasurer of the library board of trustees and either the librarian or library bookkeeper and shall then be retained by the library system for use in accordance with the operating budget of the library system and in compliance with the general law of this state. Expenditures from library system funds are to be approved by the librarian. Payment may be made by check bearing the signature of the library bookkeeper and the treasurer of the library board of trustees. However, funds generated by the annual appropriation by county council in the form of tax millage income may be allocated to the library system on such schedule as deemed expedient by the council.

(2) All other funds received by any person for use of the library system shall be transmitted to the librarian and the bookkeeper to be retained for use and expenditure in accordance with the provisions of paragraph (1) of this subsection.

(b) All financial procedures 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 their budget 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 shall be administered by and through the county's finance department.

(Ord. No. 44, § 3(c), 6-11-79)

**Cross reference**— *Audits of agencies as part of budget process, § 2-184.*

**Secs. 18-65—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 for cause.

(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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 180, 12-4-89; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.A, 4-26-10)*

**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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.B, 4-26-10)*

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

(a) 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.

~~(1) Employ a chief librarian whose qualifications and credentials shall meet the certification requirements of the state library board, and who shall be responsible to the county library board for the administration of the program and the selection of library staff members required to carry out the functions of the library system. The board shall have~~

authority to employ and discharge employees as it may consider advisable. No member of the board or relative of a board member shall be so employed.

~~(2) Purchase, lease, hold and dispose of real and personal property in the name of the county for the exclusive use of the county public library system. However, any such conveyance, lease or purchase of real property shall be by the county council.~~

~~(3) Acquire books and other library materials and provide for use thereof throughout the county.~~

~~(4) Accept donations of real property, services, books and other library facilities to commemorate and identify gifts and donations made to the library system.~~

~~(5) Designate or mark equipment, rooms and buildings, and other library facilities to commemorate and identify gifts and donations made to the library system.~~

~~(6) Cooperate or enter into contracts or agreements with any public or private agency which result in improved services or the receipt of financial aid in carrying out the functions of the library system. However, such contracts and agreements shall be subject to approval by the county council.~~

~~(7) Enter into contracts or agreements with other counties to operate regional or joint libraries and related facilities. However, such contracts and agreements shall be subject to approval by the county council.~~

~~(8) Receive and expend grants, appropriations, gifts, and donations from any private or public source for the operation, expansion or improvement of the library system.~~

~~(9) Take any actions deemed necessary and proper by the board to establish, equip, operate and maintain an effective library system within limits of approved appropriations of county council.~~

~~(b) In addition to the powers and duties prescribed in subsection (a), the board shall:~~

~~(1) Provide and make available to the residents of the county, books and library materials and in the fulfillment of this function, shall establish a headquarters library and may establish branches and subdivisions thereof in appropriate geographical areas of the county within the limits of available funds. The board may operate one (1) or more book-mobiles over routes determined by the board.~~

~~(2) Adopt regulations necessary to ensure effective operation, maintenance and security of the property of the library system. However, such regulations shall not be in conflict with policy or regulations established by the county council.~~

*(Ord. No. 44, §§ 2, 3(a), (b), 6-11-79)*

#### **Sec. 18-24. Annual report.**

~~(a) Annually, at the time designated by the county council, the board shall submit to the county council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the board.~~

~~(ba) The library board shall annually, on or before the first of September of each year, 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 clerk of court to council for the county and copies shall be furnished each member of the county council.~~

~~(b) (b) as written was deleted~~

~~(cb) The expenditure of any funds by the board is subject to the purchasing rules and financial procedures of the county as adopted by the county council. The board shall designate a person on the board as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.~~

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

~~(ed) The board is subject to the county's personnel policies including wage and salary guidelines.~~

*(Ord. No. 44, § 3(d), 6-11-79; Ord. No. 998, § 9.C, 4-26-10)*

#### **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.  
(Ord. No. 242, 7-25-94)

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 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	Tentative
Second Reading:	February 23, 2015	Tentative
Third Reading:	March 9, 2015	Tentative

Approved as to form:

\_\_\_\_\_  
John Weaver, County Attorney



(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 chief librarian 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.

*(Ord. No. 44, § 4, 6-11-79)*

*Cross reference— Personnel policies and procedures manual, § 2-111.*

**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.

*(Ord. No. 44, § 5, 6-11-79)*

**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 and expended as follows:

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(2) All other funds received by any person for use of the library system shall be transmitted to the librarian and the bookkeeper to be retained for use and expenditure in accordance with the provisions of paragraph (1) of this subsection.

(b) All financial procedures 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 arrangements by the library system that exceed their budget 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 arrangement.

(e) All financial procedures relating to the library system shall be administered by and through the county's finance department.

*(Ord. No. 44, § 3(c), 6-11-79)*

*Cross reference— Audits of agencies as part of budget process, § 2-184.*

**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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 180, 12-4-89; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.A, 4-26-10)*

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(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.

*(Ord. No. 44, § 1, 6-11-79; Ord. No. 242, 7-25-94; Ord. No. 998, § 9.B, 4-26-10)*

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(a) 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.

*(Ord. No. 44, §§ 2, 3(a), (b), 6-11-79)*

**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 clerk to council 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.

*(Ord. No. 44, § 3(d), 6-11-79; Ord. No. 998, § 9.C, 4-26-10)*

**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.

*(Ord. No. 242, 7-25-94)*

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 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	Tentative
Second Reading:	February 23, 2015	Tentative
Third Reading:	March 9, 2015	Tentative

Approved as to form:

\_\_\_\_\_  
John Weaver, County Attorney

## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** February 9, 2015

**Contact Person / Sponsor:** Penelope G. Karagounis

**Department:** Planning Department

**Issue under Consideration:**

The application of Lancaster County Zoning Administrator to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. The purpose of this amendment is to delete Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height."

**Points to Consider:**

We are deleting the Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height." The conditions for mini-warehouses were written in 1998 when indoor climate controlled mini-warehouses were not in existence. Staff believes that this text amendment should be approved to delete a regulation that is not compatible with today's design of modern day mini-warehouses. The Lancaster County Planning Department checked with the Zoning Administrator from York County and they do not have this condition as a requirement. Kenneth Cauthen, Zoning Administrator stated that the height requirement in a B-3 is allowed for more than 12 feet. Basically the maximum building height limitation for B-3 is 50 feet; I-2 is 60 feet; and all other zoning districts are 35 feet. Mini-warehouses are allowed as a conditional use in R-45A, R-45B, B-3, I-1, and I-2.

**Funding and Liability Factors:**

N/A

**Options:**

N/A

**Recommendations:**

The Planning Department made a recommendation to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. On January 20, 2015, a public hearing was held and the Lancaster County Planning Commission recommended to approve the text amendment by a vote of 7-0.

The full staff report is available on the Lancaster County Planning Departments website under meeting minutes and agendas.

**Attachments:** Planning Commission Staff Report

**Sign off by: (initial)**

**County Administrator** \_\_\_\_\_

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 2/9/15

## **PLANNING STAFF REPORT**

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### **I. Facts**

#### **A. General Information**

The application of Lancaster County Zoning Administrator to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance. The purpose of this amendment is to delete Subsection 6 which states "None of the side walls of the structure shall be over 12 feet in height."

#### **Section 4.1.17 Mini-Warehouses**

##### **Proposed Text:**

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.
5. There shall be no outside storage of materials.
6. 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.
7. 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.
8. When abutting any nonresidential district, a minimum of a Type 1 buffer yard shall be installed.

9. 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.
10. The storage of radioactive materials, explosives, flammable, or hazardous chemicals shall be prohibited.
11. No parking spaces or drive aisles are allowed in any required side or rear yard.
12. 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.
13. 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.
14. The storage of vehicles on a temporary basis is only allowed to the rear of all the buildings on site.

**Old Text:**

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.
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.

## **II. Findings**

In the last year, we have had inquiries about indoor (2 story) climate controlled mini-warehouses. The Lancaster County Planning Department and the Lancaster County Zoning Department have informed potential mini-warehouse clients the conditions that are required. The conditions for mini-warehouses were written in 1998 when indoor climate controlled mini-warehouses were not in existence. One of the existing conditions states "None of the side walls of the structure shall be over 12 feet in height". We had one applicant that requested a variance from the Board of Zoning Appeals and they were denied by the Board. The BZA board believes that there should be a text amendment to delete the condition from the Unified Development Ordinance because they do not believe there is a hardship to grant the variance. Staff believes that this text amendment should be approved to delete a regulation that is not compatible with today's design of modern mini-warehouses. The Lancaster County Planning Department checked with the York County Zoning Administrator and they do not have this condition as a requirement.

Kenneth Cauthen, Zoning Administrator also stated that the height requirement in a B-3 is allowed for more than 12 feet. Basically the maximum building height limitation for B-3 is 50 feet; I-2 is 60 feet, and all other zoning districts are 35 feet.

Mini-Warehouses are allowed as a conditional use in R-45A, R-45B, B-3, I-1 and I-2 zoning districts.

### **III. Recommendation of the Planning Department**

It is the recommendation of the planning staff that the text amendment to delete subsection 6 of Chapter 4, Conditional and Special Exception Uses, Section 4.1.17 Mini-Warehouses of the Lancaster County Unified Development Ordinance be approved.

### **IV. Recommendation from Planning Commission Meeting:**

At the Lancaster County Planning Commission meeting on Tuesday, January 20, 2015, the Lancaster County Planning Commission held a public hearing and made a recommendation to approve the text amendment by a vote of 7-0. There was no public comment at the public hearing.

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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.
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.

**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  
Second Reading: February 23, 2015  
Third Reading: March 9, 2015

Approved as to form:

\_\_\_\_\_  
County Attorney

## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** 1/28/15

**Contact Person / Sponsor:** Nick Cauthen

**Department:** Planning

**Issue under Consideration:**

This is a rezoning application of Haldenby Holdings, LLC and Landsford River Park, LLC c/o Cynthia Tyson to rezone ± 231.66 acres from R-30, Low Density Residential/Agricultural District To I-2, Heavy Industrial District. The applicant is proposing a wood product manufacturing facility.

The property is located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road.

**Points to Consider:**

The facts and findings of this report show that the property is designated as transitional on the future land use map. Transitional is defined by suburban SF/MF residential and commercial. Although the subject parcel is designated as transitional there are multiple adjacent parcels that are designated as industrial on the future land use map and zoned I2. There is a concentration of residential properties abutting the eastern side of the property along Riverside Road. However, the remaining surrounding area is wooded and a 30 ft. buffer yard is required between any industrial and residential property. The project was initiated by Keith Tunnel of Economic Development and should create jobs.

The only public opinion given is a letter from Mr. John Wilt expressing his disfavor concerning the rezoning request.

**Funding and Liability Factors:**

N/A

**Options:**

N/A

**Recommendations:**

It is therefore the recommendation of the planning staff that the rezoning request for the property located ± 2000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road be Approved.

At the Lancaster County Planning Commission meeting on Tuesday, January 20, 2015 the Commission voted to Approve the rezoning application of Haldenby Holdings, LLC. and Landsford River Park, LLC. by a vote of (6-1).

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.

**Attachments:** Planning Staff Report, Maps, Letter, Ordinance

**Sign off by: (initial)**

**County Administrator** \_\_\_\_\_

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1/28/15 JH

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1339

**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY HALDENBY HOLDINGS, LLC. AND LANDSFORD RIVERPARK, LLC., PROPERTY IS LOCATED ± 2,000 FEET SOUTH OF THE INTERSECTION OF RIVERSIDE ROAD AND OLD HICKORY ROAD ALONG THE WESTERN EDGE OF RIVERSIDE ROAD, FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO I-2, HEAVY INDUSTRIAL 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) Haldenby Holdings, LLC. and Landsford River Park, LLC. c/o Cynthia Tyson applied to rezone property located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District.

(b) On January 20, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0045-00-024.00

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon third reading.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 2-9-15  
Second Reading: 2-23-15  
Third Reading: 3-9-15

Approved as to form:

\_\_\_\_\_  
County Attorney

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## **PLANNING STAFF REPORT: RZ-015-002**

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### **I. FACTS**

#### **A. GENERAL INFORMATION**

**Proposal:** This is a rezoning application of Haldenby Holdings, LLC and Landsford River Park, LLC c/o Cynthia Tyson to rezone ± 231.66 acres from R-30, Low Density Residential/Agricultural District To I-2, Heavy Industrial District. The applicant is proposing a wood product manufacturing facility.

**Property Location:** The property is located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road.

**Legal Description:** Tax Map Number 45, Parcel 24

**Zoning Classification:** Current: R-30, Low Density Residential/Agricultural District

**Voting District:** District 1, Larry McCullough

#### **B. SITE INFORMATION**

**Site Description:** The property is ± 231.66 acres and consists of a wooded area with a railroad track bordering part of its eastern property line.

#### **C. VICINITY DATA**

**Surrounding Conditions:** The property is surrounded by I-2, Heavy Industrial District and R-30, Low Density Residential/Agricultural District. Landsford Canal State Park is located approximately 3,600 feet from the subject property.

#### **D. EXHIBITS**

1. Rezoning Application
2. Location Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. UDO – Section: 4.1.16 Manufacturing/processing uses.
6. Table of Uses – I2

### **II. FINDINGS**

#### **CODE CONSIDERATIONS**

**The R-30, Low Density Residential/Agricultural District,** is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D).

Date of 1<sup>st</sup> Reading: \_\_\_\_\_ Date of 2<sup>nd</sup> Reading: \_\_\_\_\_ Date of 3<sup>rd</sup> Reading: \_\_\_\_\_  
\_\_Approved \_\_Denied \_\_ No Action \_\_Approved \_\_Denied \_\_ No Action \_\_Approved \_\_Denied \_\_ No Action

**The I-2, Heavy Industrial District**, is designed to accommodate industries that tend to have adverse impacts on surrounding properties.

### III. CONCLUSIONS

The facts and findings of this report show that the property is designated as transitional on the future land use map. Transitional is defined by suburban SF/MF residential and commercial. Although the subject parcel is designated as transitional there are multiple adjacent parcels that are designated as industrial on the future land use map and zoned I2. There is a concentration of residential properties abutting the eastern side of the property along Riverside Road. However, the remaining surrounding area is wooded and a 30 ft. buffer yard is required between any industrial and residential property. The project was initiated by Keith Tunnel of Economic Development and should create jobs.

### IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located ± 2000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road be **APPROVED**.

### V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

At the Lancaster County Planning Commission meeting on Tuesday, January 20, 2015 the Commission voted to **APPROVE** the rezoning application by a vote of (6-1).

**RZ 015-002**

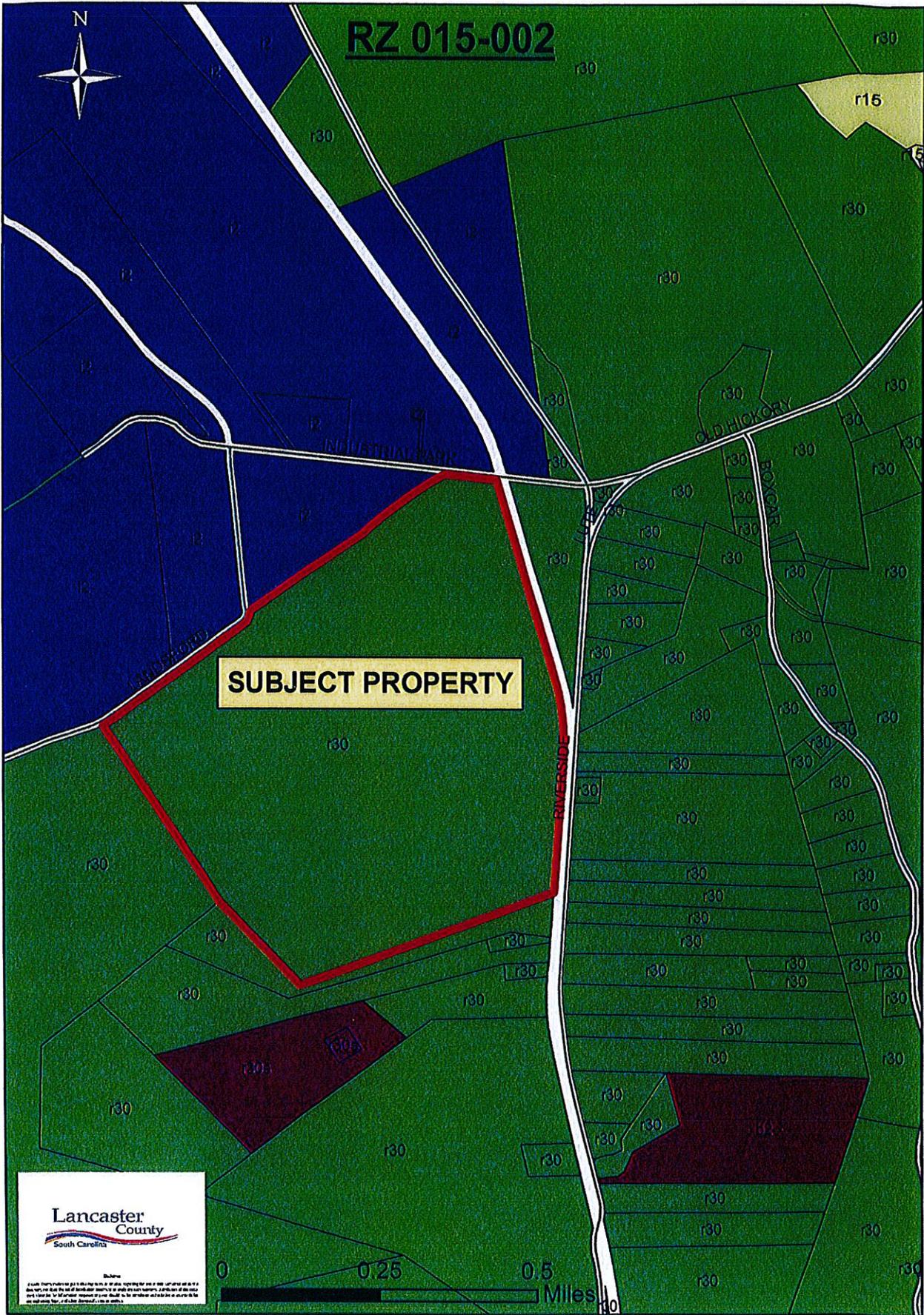


**SUBJECT PROPERTY**

Landsford Canal State Park

**Lancaster County**  
South Carolina

Notice: This map is prepared for informational purposes only. It is not intended to be used as a legal document. The user of this map assumes all liability for any errors or omissions. The user of this map also assumes all liability for any damages or losses resulting from the use of this map. The user of this map also assumes all liability for any damages or losses resulting from the use of this map.



# Future Land Use RZ 015-002



RURAL LIVING

RURAL LIVING

SPECIAL DISTRICT - INDUSTRIAL

SPECIAL DISTRICT - INDUSTRIAL

INDUSTRIAL PARK

OLD HICKORY

BOXCAR

**SUBJECT PROPERTY**

TRANSITIONAL

TRANSITIONAL

TRANSITIONAL

Lancaster  
County  
South Carolina

Disclaimer: This map is intended to provide a general overview of the subject property and its location within the community. It is not intended to be used as a legal document. For more information, please contact the Planning Department at (803) 782-1234.



**From:** J.R. Wilt [mailto:[johnrwilt@hotmail.com](mailto:johnrwilt@hotmail.com)]  
**Sent:** Tuesday, January 20, 2015 2:41 PM  
**To:** Penelope Karagounis; Charles Deese  
**Subject:** Comments for Planning Commission Meeting 20 January 2015

I will be unable to be at the Planning Commiccion meeting tonight. I would speak against the move to place I-2 zoning near the eastern portion of Landsford State Park. One day this state park will need to be developed into a serious riverside recreational facility, and I believe it wrong tro increase the I-2 zoning in this area. The trend should be the other way; the use as a park should be causing I-2 to be discouraged. As it is, the presence of I-2 is serving as an excuse to increase the use of more I-2 and causing the use as a park to be discouraged.

There are many places in Lancaster County where a state of the art sawmill might be placed without disrupting anything. The area around Lasndsford State Park should be protected by Rural Living zoning to preserve its future use and expansion as a riverside recreational area. Yes, 3600 feet is too close4.

Have fun.

J.R. Wilt

## Lancaster County Council Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2015-1340

Contact Person : John L. Weaver

Sponsor: Lancaster County Economic Development Corporation

Department: County Attorney

Date of Request: February 2, 2015

**Issue For Consideration:** Whether or not it is appropriate to enter into a five-year lease with an Option to Purchase for a County building located on the Charlotte Highway by a commercial company presently utilizing the facility pursuant to a ninety- day Space Use Agreement.

**Points to Consider:** The five-year lease is for \$2.00 per square foot for the first three years and \$3.00 per square foot for the remaining two years. There is no option to renew. Should the tenant exercise the Option to Purchase, the price will be determined at that time the option is exercised through two MAI appraisals.

**Funding and Liability Factors:** The tenant will be required to obtain a One Million (\$1,000,000.00) Dollar insurance policy naming Lancaster County as an additional insured. Further, the premises will be leased with the tenant assuming the full costs of utilities, maintenance and taxes.

**Council Options:** The Council may accept or reject the lease proposal.

**Recommendation:** The building has been vacant for a number of years with the County paying utilities and any associated maintenance costs. The County will benefit financially through this lease and it is recommended that the lease be approved.



**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	(TENTATIVE)
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  
COUNTY OF LANCASTER**

**LEASE**

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

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) 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.

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 a down payment of **Twenty Five Thousand (\$25,000.00) Dollars** upon the exercise of the option. 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, Seller shall be entitled to retain the Option Fee, and 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. It is clearly understood that any forfeited option fee by the Company shall not be a credit toward future monthly lease payments.
  - b. Purchase Price. The price of the 5.578 acres and all improvements thereon shall be established by the written valuation of two (2) independent certified MAI appraisers, both being agreeable to both parties. The cost of the appraisals shall be equally shared by the County and the Company. Upon presentation of the two appraisals to the County and the Company, the parties shall negotiate a final price that both parties believe to be fair and reasonable. Should no final price be agreed upon, the Company shall be entitled to a return of **Twenty Thousand (\$20,000.00) Dollars** of its down payment.
9. Right of Entry. County shall have the right to enter the Space at any time for any reasonable purpose. Prior to the Company's purchase of the property.
10. 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.

11. 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 Space, 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 Permit.

- 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 Space in violation of Company's obligations under this Permit ("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 Space, or any building included therein, or any other property at the Airport, (d) damages for the loss or restriction on use of the Space or the Airport, (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 Permit 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.

12. 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 Space, (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 Permit. 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 Space.

This Lease shall not become effective until User 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.

13. 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.
14. 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.

15. 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.
16. Termination of Permit. 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.
17. 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.





## Lancaster County Council Agenda Item Summary

**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Penelope Karagounis

**Department:** Planning

**Issue under Consideration:**

**RZ-015-003: PETITION BY MARTY HARPER TO REZONE PROPERTY FROM R-30 TO R-30S:**

This is the rezoning application of Marty Harper to rezone +/- 1.153 acres from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing/Agricultural District. The property is located at 1495 Kershaw-Camden Highway (TMS # 0081N-0A-021.00)

**Points to Consider:**

Mr. Harper states on the application that the purpose of this rezoning request is to place a single-wide mobile home on the property and then rent it to someone who will provide security for the business at 1491 Kershaw-Camden Highway.

**Funding and Liability Factors:**

N/A

**Options:**

The options are to approve or deny the request.

**Recommendations:**

The Planning Staff recommendation was to deny the request due to the fact that rezoning to R-30S at this location could possibly be spot zoning based on South Carolina case law. However, the Planning Commission voted 7-0 to recommend approval of this request.

**Attachments:** Planning staff report. Additional materials for RZ-015-003 are located on the Planning Department website.

**Sign off by: (initial)**

**County Administrator** \_\_\_\_\_

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 11/30/15 PN

**PLANNING STAFF REPORT: RZ-015-003 MARTY HARPER**

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**I. Facts**

A. General Information

**Proposal:** This is the rezoning application of Marty Harper to rezone ± 1.153 acres from R-30, Low Density Residential/Agricultural District, **To** R-30S, Low Density Residential/Manufactured Housing/Agricultural District. The applicant proposes to place a single-wide manufactured home on the property.

**Property Location:** The property is located at 1495 Kershaw-Camden Highway, Lancaster County, South Carolina.

**Legal Description:** TMS # 0081N-0A-021.00

**Zoning Classification:** Current: R-30, Low Density Residential/Agricultural District

**Voting District:** District 5, Steve Harper

B. Site Information

**Site Description:** The property once contained a home/structure but is now vacant.

C. Vicinity Data

**Surrounding Conditions:** The property is surrounded by B-3 General Commercial, R-30 Low Density Residential/Agricultural, and the Bear Creek Lancaster Reservoir.

D. Exhibits

1. Rezoning Application
2. Location/Zoning Map
3. Future Land Use Map
4. Tax Inquiry Sheet
5. Table of Uses

**II. Findings**

Code Considerations

**The R-30 Low Density Residential/Agricultural District**, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D).

**The R-30S, Low Density Residential/Manufactured Housing/Agricultural District,** contains the same regulations contained in the R-30 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
- c.[b.] The zoning district classification is appropriate adjacent to manufactured housing parks.

### III. Conclusions

The facts and findings of this report show that the property is designated as Urban on the Future Land Use Map in the 2014-2024 Comprehensive Plan. Urban is defined by a walkable neighborhood with additional intensity. The property is zoned R-30, Low Density Residential/Agricultural District on the zoning map. There are no adjacent or other properties in close proximity that are zoned R-30S, Low Density Residential/Manufactured Housing/Agricultural District. This proposed zoning map amendment would create a small, R-30S zone of ± 1.153 acres at this location.

The underlined paragraph below is helpful information taken directly from the *2014 Comprehensive Planning Guide for Local Governments* published by the Municipal Association of South Carolina. It is a summary of South Carolina case law on the subject of Spot Zoning.

Zoning a small parcel as an island surrounded by a district with different zoning may be spot zoning. The Supreme Court stated that invalid "spot zoning" is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area to benefit the owners of such property and to the detriment of other owners. Bob Jones University, Inc. v. City of Greenville, 243 S.C. 351, 133 S.E.2d 843 (1963). The mere fact that business property adjoins residential property does not mean that the commercial zoning is invalid spot zoning. See Talbot v. Myrtle Beach Board of Adjustment, 222 S.C. 165, 72 S.E.2d 66 (1952); Knowles v. City of Aiken, 305 S.C. 291, 407 S.E.2d 639 (1991).

Based on a conservative analysis of the above information, Planning Staff views this rezoning request as potentially problematic.

### IV. Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1495 Kershaw-Camden Highway be **DENIED**.

### V. Planning Commission Recommendation

The Planning Commission held a public hearing on January 20<sup>th</sup>, 2015 for this rezoning request and subsequently voted **7-0** to recommend **APPROVAL** of RZ-015-003. There was no one present to speak for or against the rezoning application.

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1341

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 20<sup>th</sup> , 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 9<sup>th</sup> 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<sup>th</sup>  
Second Reading:     February 23<sup>rd</sup>  
Third Reading:        March 9<sup>th</sup>

Approved as to form:

\_\_\_\_\_  
County Attorney

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## Lancaster County Council Agenda Item Summary

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**Date of Request:** February 9 Meeting Regular Session

**Contact Person / Sponsor:** Keith Tunnell

**Department:** LCEDC

**Issue under Consideration:**

Heath Springs Speculative Building Program presentation. Keith Tunnell and April Lucas of Nexsen Pruet Law Firm will be providing details of the Spec Building program to Council and the public.

**Points to Consider:**

Goal of the presentation is to present facts on the loan and spec building program for consideration and approval at the last meeting in February 2015. Terms of the loan and all specifics will be presented to Council during the presentation and in writing prior to the Council meeting. Goal is to build a 50,000 sf speculative building and clear the remaining lot in the County-owned Heath Springs Business Park to attract new business and industry.

**Funding and Liability Factors:**

1. Council will be asked to consider approval of the loan of approximately \$2.0 million.
2. Council will be asked to consider earmarking funds from the 7% fund to pay off the loan
3. Santee Cooper will be loan provider with excellent terms and interest only payment the first years of the loan.
4. Lynches River Electric Cooperative is a partner on the loan and has provided to date \$230,000 in funds to pay for the loan.
5. SC Commerce has approved a \$350,000 grant for the spec building
6. Additional grants will be sought from Comporium (in progress) and additional funds may be available in 2015 and 2016 from Lynches River Electric Cooperative.

**Options:**

Option 1: Approve the loan program and move forward with construction in 2015.  
Option 2: Do not approve the loan and return grant funds to SC Commerce and Lynches River Electric Cooperative.

**Recommendations:**

The LCEDC Board and President recommend approval of this speculative building program and associated loan. 80% of all projects are seeking an existing building. County Council and the LCEDC Strategic Plan for Economic Development have prioritized job creation and new investment in the Central and Southern end of Lancaster County. This spec building will enhance the ability to attract new business and industry to the Heath Springs-Kershaw area and will create new jobs and investment. Revenues from the 7% ED Fund were intentioned for this purpose and is the source of revenue to pay off the loan once payments are due. Grant funds from Lynches River Cooperative and favorable terms from Santee Cooper will make it possible for there to be no loan payment due for the first 3 years at least and possibly up to year 5.

**Attachments:** Loan Program Summary

**Sign off by: (initial)**

**County Administrator** \_\_\_\_\_

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1-20-15DN

**PROPOSED TERMS FOR  
FINANCING SHELL INDUSTRIAL BUILDING IN LANCASTER COUNTY**

LOAN BY SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
CONTRIBUTIONS BY LYNCHES RIVER ELECTRIC COOPERATIVE  
GRANT FROM SC DEPARTMENT OF COMMERCE  
AND  
LANCASTER COUNTY SPECIAL SOURCE NOTE

**SOURCES AND USES**TOTAL COST  
OF PROJECT:

Land-11 acres (est. value)	\$ 394,851
Site Work/Construction (Detail attached)	\$ 2,578,120
Contingency	<u>\$ 257,812</u>

TOTAL PROJECT COSTS **\$ 3,230,783**

SOURCES OF  
FUNDS:

County contribution of Land (est. value of land/infrastructure)	\$ 394,851
SC DOC Grant #1	\$ 75,000
SC DOC Grant #2	\$ 350,000
Lynches River (\$230,000 in hand; \$180,000 due in 2015)	\$ 410,000
County cash contribution	<u>\$ 70,000</u>

SUBTOTAL FOR SOURCES  
OTHER THAN SANTEE COOPER  
(need 40% or \$1,292,313.20)\* **\$1,299,851**

Loan from Santee Cooper\*\*  
(up to 60%) **[\$1,930,932]**

TOTAL SOURCES OF FUNDS **\$3,230,783**

*\*Confirm additional contribution of \$180,000 in 2016 by Lynches River.*

*Confirm potential UTC donation of \$200,000 from second utility provider.*

*\*\*Amount of loan to be adjusted according to amount of other sources of funding.*

**TERMS FOR CONTRIBUTION BY LYNCHES RIVER ELECTRIC COOPERATIVE  
(Co-op)**

AMOUNT: \$410,000-\$590,000 (\$230,000 cash on hand plus \$180,000 in 2015 and possible \$180,000 in 2016)

Expenditures must relate to County-owned property. As a result, County must retain title.

**TERMS FOR GRANTS BY SC DEPARTMENT OF COMMERCE (SC DOC)**

AMOUNT: \$350,000 + \$75,000

[Keith: do you have in hand a grant award letter or agreement that we can share with the County and other parties? Are there any approvals remaining to be obtained?]

**TERMS FOR SANTEE COOPER LOAN**

LENDER: South Carolina Public Service Authority (Santee Cooper)

BORROWER: Lancaster County Economic Development Corporation (LCEDC)

Santee Cooper will not purchase debt instrument directly from local government entity.

AMOUNT: [\$1,938,470] (up to 60% of project costs); final amount to be determined based on other available funds

USE OF LOAN

PROCEEDS: Construction of 50,000 sq. ft. shell industrial building on 11 acre site in Heath Springs Business Park, together with related infrastructure, landscaping and other improvements

TERM: TBD (up to 10 years); principal balance due upon sale

INTEREST RATE: 2% for 5 years, then adjusted to 10-year US Treasury rate through maturity

SECURITY: Leasehold mortgage of land and building; negative pledge of Borrower's rights under Special Source Revenue Note from County.

Loan non-recourse to Borrower

AMORTIZATION: Interest only for \_\_\_ years; [Monthly/quarterly/annual] payments of principal and interest commencing \_\_\_\_\_ 1, 201\_ for up to ten years]. See sample payment schedule attached based upon annual payments of principal and interest.

FUNDS TO  
REPAY DEBT: Revenue from 7% Economic Development Fund pledged by Lancaster County through Special Source Revenue Note. See projected deposits to 7% Fund attached.

Special Source Revenue Note non-recourse to County  
No general obligation pledge

### **TERMS FOR CONTRIBUTION BY COUNTY**

#### COUNTY

COMMITMENTS: County to ground lease 11 acre project site to LCEDC for [20/30] years

County to issue Special Source Revenue Note in favor of LCEDC, pursuant to which County will pledge all revenues deposited into 7% Economic Development Fund while loan is outstanding

#### LCEDC

COMMITMENTS: LCEDC will commit to build spec building and market property in park in accordance with schedule to be approved by County, all pursuant to Development and Funding Agreement between Borrower and Lancaster County

Ground lease to terminate and property to revert to County if development not commenced and completed in accordance with County approved schedule

LCEDC to apply funds received from County under Special Source Revenue Note to repayment of Santee Cooper loan

Revenue received from sale of property to be deposited into a special Spec Building Fund and used to develop additional spec buildings.

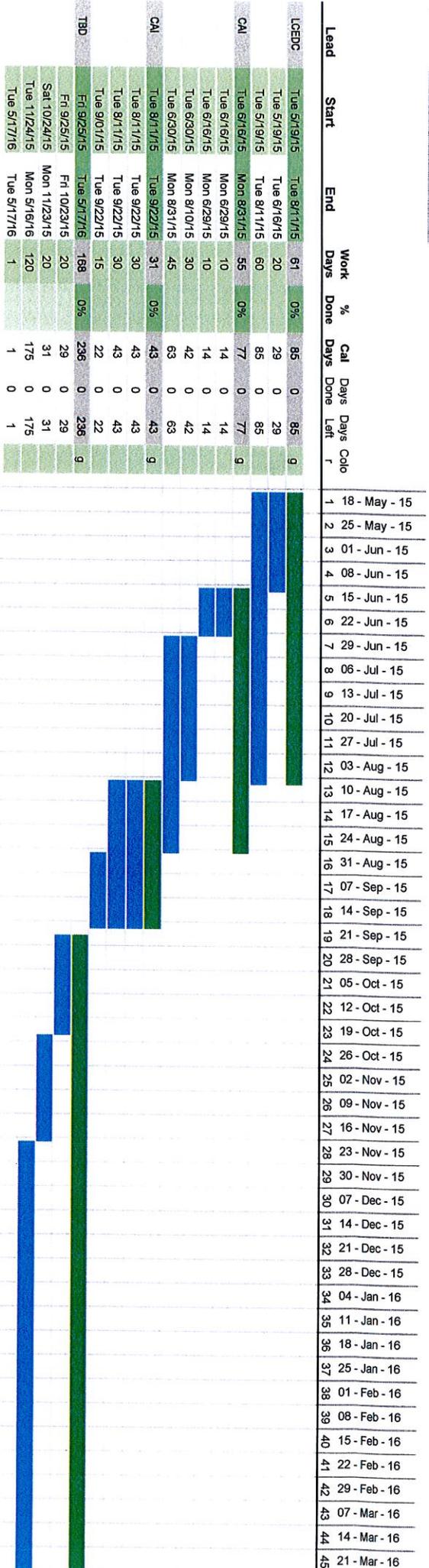
### Heath Springs Shell Building

ESTIMATE OF PROBABLE CONSTRUCTION COST		DATE: 01/28/15		
CARLISLE ASSOCIATES, INC.		BASIS FOR ESTIMATE		
Owner: Lancaster County		<input type="checkbox"/> CODE A (NO DESIGN COMPLETE)		
Project Name: Heath Springs Shell Building		<input checked="" type="checkbox"/> CODE B (PRELIMINARY DESIGN)		
Location: Heath Springs Ind. Park, Heath Springs, SC		<input type="checkbox"/> CODE C (FINAL DESIGN)		
A/E Project #: 099		<input type="checkbox"/> OTHER		
CIVIL ESTIMATE SUMMARY SHEET		ESTIMATOR: EJR		CHECKED BY:
PROJECT SCOPE DESCRIPTION	Units	Qty	Unit Cost	TOTAL COST
<b>A. Site Prep</b>				
1. Site Clearing	AC	6	\$3,500.00	\$21,000.00
2. Topsoil Cut/Fill	CY	4,800	\$6.00	\$28,800.00
3. Excess Topsoil Stockpile	CY	2,600	\$8.00	\$20,800.00
4. Grading Cut/Fill	CY	6,400	\$6.00	\$38,400.00
5. Fine Grading	SY	15,500	\$2.50	\$38,750.00
6. Temporary/Permanent Seeding	AC	5	\$2,500.00	\$12,500.00
7. Light Duty Asphalt Pavement	SY	240	\$19.00	\$4,560.00
8. Site Lighting (Parking Lot & Bldg Exterior)	LS	1	\$8,000.00	\$8,000.00
9. Storm Drainage, (Various Size RCP)	LF	600	\$35.00	\$21,000.00
10. Roof Drainage, (10"-12" PVC)	LF	500	\$23.00	\$11,500.00
11. Storm Drain Inlets	EA	6	\$2,000.00	\$12,000.00
12. Rip Rap Aprons	EA	2	\$2,500.00	\$5,000.00
13. Storm Water Basin Outlet Works	EA	1	\$22,500.00	\$22,500.00
14. Erosion & Sediment Control	LS	1	\$20,000.00	\$20,000.00
			<b>Subtotal Site:</b>	<b>\$264,810.00</b>
<b>B. Building</b>				
1. Precast Concrete, 30' Clear Hgt	SF	50,000	\$30.00	\$1,500,000.00
2. 6" Reinforced Concrete Slab	SF	50,000	\$7.25	\$362,500.00
3. Temp. Interior Lighting (Min 6 Metal Halide Fix)	LS	1	\$15,000.00	\$15,000.00
			<b>Construction Subtotal:</b>	<b>\$2,142,310.00</b>
<b>Architectural/Engineering/Permitting:</b>				
Survey:				\$6,000.00
Geotech:				\$6,000.00
Architectural/Engineering Fees:				\$137,000.00
Permit Fees:				\$2,000.00
Construction Inspections/As-built:				\$20,000.00
			<b>Architectural/Engineering/Permitting Subtotal:</b>	<b>\$171,000.00</b>
			<b>Subtotal:</b>	<b>\$2,578,120.00</b>
			<b>Contingency, (10%):</b>	<b>\$257,812.00</b>
			<b>Grand Total:</b>	<b>\$2,835,932.00</b>
<p>The above cost estimate is based on the historic cost data from RS Means and other sources and should be considered a budget price only.</p> <p>It is impossible to control the cost of labor, materials, equipment, or the contractors methods of determining price or competitive bidding, proposals or bids can not be guaranteed and may vary from the above estimated cost.</p>				



# Sf Shell Building

Project Lead: Gene Resch  
 Start Date: 5/19/2015 (Tuesday)  
 End Date: 1/28/2016 (Wednesday)



## **Lancaster County Council Agenda Item Summary**

---

**Date of Request:** January 27, 2015

**Contact Person / Sponsor:** Airport Commission - Steve Willis

**Department:** Airport

**Issue under Consideration:**

Airport Application for Federal Assistance

**Points to Consider:**

This is a Federal Aviation Administration (FAA) grant application for engineering and design on a heavy aircraft apron. The construction grant is anticipated for the following fiscal year.

This is a 90% federal grant with a 5% state match and a 5% local match.

Current aprons cannot withstand long term parking of heavy corporate aircraft.

**Funding and Liability Factors:**

Local funding would be \$8,025 and would be in FY 15-16.

Failure to act could lead to damaging existing parking aprons when corporate aircraft are using the field to visit existing facilities/ scout locations for new facilities.

**Options:**

Proceed with the grant application or direct that the application not be submitted to the FAA.

**Recommendations:**

The Airport Commission recommends the application be filed. The Finance Committee was present during the discussion and I would defer to them for comments.

Council direction on this matter can be accomplished by simple motion. If Council is amenable the following motion would be in order:  
MOTION: That the County Administrator be authorized to execute the Application for Federal Assistance - FAA Airport improvement Program - Heavy Aircraft Parking Apron (Design).

**Attachments:** Grant Application

**Sign off by: (initial)**

**County Administrator** AW

**Finance Director** WJ

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1-28-15 KAN

**APPLICATION FOR  
FEDERAL ASSISTANCE**

<b>1. TYPE OF SUBMISSION:</b>		<b>2. DATE SUBMITTED</b>	Applicant Identifier
Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
		<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier <b>FAA A.I.P. No. 3-45-0034-0xx-2015</b>
<b>5. APPLICANT INFORMATION</b>			
Legal Name: <b>LANCASTER COUNTY, SOUTH CAROLINA</b>		Organizational Unit: <b>LANCASTER COUNTY, SOUTH CAROLINA</b>	Department:
Organizational DUNS: <b>086866944</b>	Division: <b>LANCASTER COUNTY AIRPORT</b>		
Address: Street: <b>- 101 NORTH MAIN STREET</b>	Name and telephone number of the person to be contacted on matters involving this application (give area code)		
City: <b>LANCASTER</b>	Prefix: <b>MR.</b>	First Name: <b>PAUL</b>	
County: <b>LANCASTER</b>	Middle Name: <b>T.</b>		
State: <b>SC</b>	Last Name: <b>MOSES</b>		
Zip Code: <b>29720</b>	Suffix:		
Country: <b>UNITED STATES</b>	Email: <b>pmoses@lancastercountysc.net</b>		
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> <b>57 - 6000370</b>		Phone Number (give area code) <b>803-285-1513</b>	Fax Number (give area code) <b>803-283-4787</b>
<b>8. TYPE OF APPLICATION:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) <b>B (COUNTY)</b> Other (specify)	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): <b>AIRPORT IMPROVEMENT PROGRAM</b> <b>20 - 106</b>		<b>9. NAME OF FEDERAL AGENCY:</b> <b>FEDERAL AVIATION ADMINISTRATION</b>	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> <b>TOWN OF LANCASTER, SOUTH CAROLINA</b> <b>LANCASTER COUNTY, SOUTH CAROLINA</b>		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> <b>HEAVY AIRCRAFT PARKING APRON</b> <b>(DESIGN)</b>	
<b>13. PROPOSED PROJECT</b> Start Date: <b>June-15</b>		<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant <b>FIFTH</b>	
Ending Date: <b>June-16</b>		b. Project <b>FIFTH</b>	
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
a. Federal	<b>\$144,450</b>	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: <b>December 31, 2014</b>	
b. Applicant	<b>\$8,025</b>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372	
c. State	<b>\$8,025</b>	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local			
e. Other			
f. Program Income		<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
g. TOTAL	<b>\$160,500</b>	<input type="checkbox"/> Yes. If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>			
a. Authorized Representative			
Prefix <b>MR.</b>	First Name <b>STEVE</b>	Middle Name	
Last Name <b>WILLIS</b>	Suffix		
b. Title: <b>COUNTY ADMINISTRATOR</b>	c. Telephone Number (give area code) <b>803-416-9300</b>		
d. Signature of Authorized Representative	e. Date Signed		

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**1. Federal Domestic Assistance Catalog No. **20-106**2. Functional or Other Breakout **Airport Improvement Program****SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense			<b>\$2,200</b>
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			<b>\$95,800</b>
5. Other architectural engineering fees			<b>\$62,500</b>
6. Project inspection fees			<b>\$0</b>
7. Land development			
8. Relocation expenses			
9. Relocation payments to Individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			<b>\$0</b>
12. Equipment			
13. Miscellaneous			
14. Total (Line 1 through 13)			<b>\$160,500</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			<b>\$160,500</b>
17. Less: ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			<b>\$160,500</b>
20. Federal Share requested of Line 19			<b>\$144,450</b>
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			<b>\$144,450</b>
23. Grantee share			<b>\$8,025</b>
24. Other shares			<b>\$8,025</b>
25. Total project (Lines 22, 23 & 24)			<b>\$160,500</b>

**SECTION C - EXCLUSIONS**

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.	\$	\$

**SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

27. Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	<b>\$8,025</b>
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL -Grantee Share	<b>\$8,025</b>
28. Other Shares	
a. State	<b>\$8,025</b>
b. Other	
c. Total Other Shares	<b>\$8,025</b>
29. TOTAL	<b>\$16,050</b>

**SECTION E - REMARKS**

**PART IV PROGRAM NARRATIVE ( ATTACH - SEE INSTRUCTIONS)**

**LINE ITEM BREAKDOWN**  
**SECTION B - CALCULATION OF FEDERAL GRANT**  
**LANCASTER COUNTY AIRPORT**  
**FAA A.I.P. 3-45-0034-0xx-2015**

	<b>HEAVY AIRCRAFT PARKING APRON (DESIGN)</b>
<u>Line Item 1 - Administration Expenses</u>	
Lancaster County Administration Expenses (estimated)	\$1,000
SCDHEC Permit Fees (estimated)	\$1,200
	<b>\$2,200</b>
<u>Line Item 4 - A/E Basic Fees</u>	
Design Phase Services (estimated)	\$85,800
Bidding Phase Services (estimated)	\$10,000
	<b>\$95,800</b>
<u>Line Item 5 - Other A/E Fees</u>	
Grant Services	\$5,000
SCDHEC Permit Preparation	\$10,000
Documented Categorical Exclusion Preparation	\$7,500
Wetland/Stream Delineation and Flagging	\$17,500
DBE Annual Reporting	\$2,500
Pre-Design Survey	\$10,000
Pre-Design Geotechnical Investigation	\$10,000
	<b>\$62,500</b>
<u>Line Item 6 - Project Inspection Fees</u>	
None	\$0
	<b>\$0</b>
<u>Line Item 11 - Construction</u>	
None	\$0
	<b>\$0</b>
	<b>\$0</b>
<b>TOTAL PROJECT</b>	<b>\$160,500</b>
<b>FAA ELIGIBLE</b>	<b>\$160,500</b>
<b>FAA SHARE (90%)</b>	<b>\$144,450</b>
<b>STATE SHARE</b>	<b>\$8,025</b>
<b>LOCAL SHARE</b>	<b>\$8,025</b>

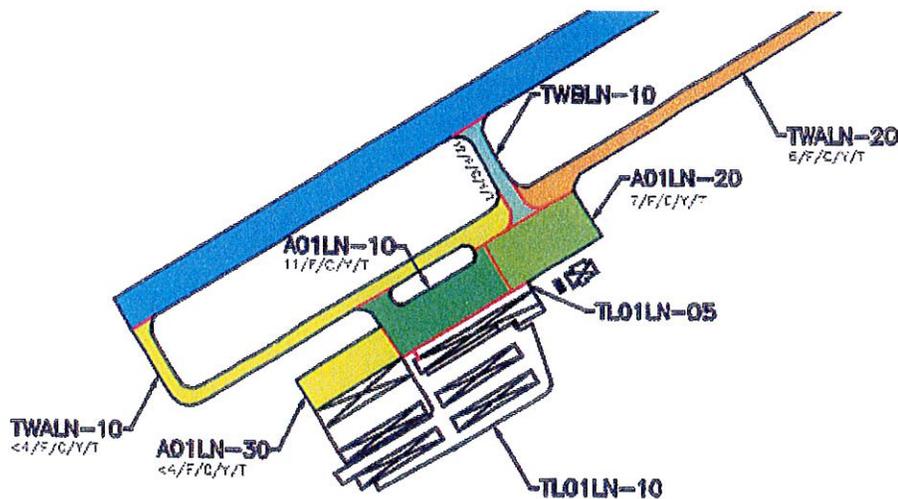
**PART IV**

**PROGRAM NARRATIVE  
LANCASTER COUNTY AIRPORT  
FAA A.I.P. No. 3-45-0034-0xx-2015**

The Airport is west of the City of Lancaster and located just north of the intersection of S.C. Route 9 and the Catawba River. The Airport serves general aviation traffic. Currently, the Airport consists of one runway, (Runway 6-24) 5,904' in length, a parallel taxiway (Taxiway "A"), and an aircraft parking apron.

**HEAVY AIRCRAFT PARKING APRON (DESIGN/BID/PERMIT)**

The current aircraft parking apron at Lancaster County Airport has a PCN value ranging from 7 to 11 (from SCAC Pavement Study). Runway 6-24 has a PCN of 15 resulting from the concrete overlay completed a few years ago. With this pavement strength and a length of 6000 feet the runway allows Lancaster County Airport to serve heavier general aviation aircraft such as the Falcon 50, Falcon 900, Falcon 2000, Citation X and Challenger CL-604. The parallel taxiway system will receive an overlay in the spring of 2015 as part of FAA Grant 3-45-0034-017-2015 that will increase the PCN of the taxiway to be relatively close to that of the runway. The existing parking apron, however, will still have a lower PCN value which will either limit usage by these larger aircraft or will result in damage and shortened pavement life. Strengthening of the apron would be expensive, since much of the work would require reconstruction due to grade restraints at hangar doors and tie points. Therefore this preapplication proposes to design a new apron north of the terminal apron for use by the larger, heavier aircraft and limit the usage of the existing apron to lighter aircraft with ACN values at or below the PCN values for the existing pavements. This new apron would be approximately 300'x300' to allow parking and maneuvering of a couple of the large aircraft at a time. This preapplication would cover the pre-design testing and surveying, preparation of documented categorical exclusion checklist (as there are no apparent environmental issues), design, bidding and land disturbance permitting required for the project. Construction would be covered by a future grant.

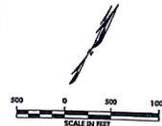
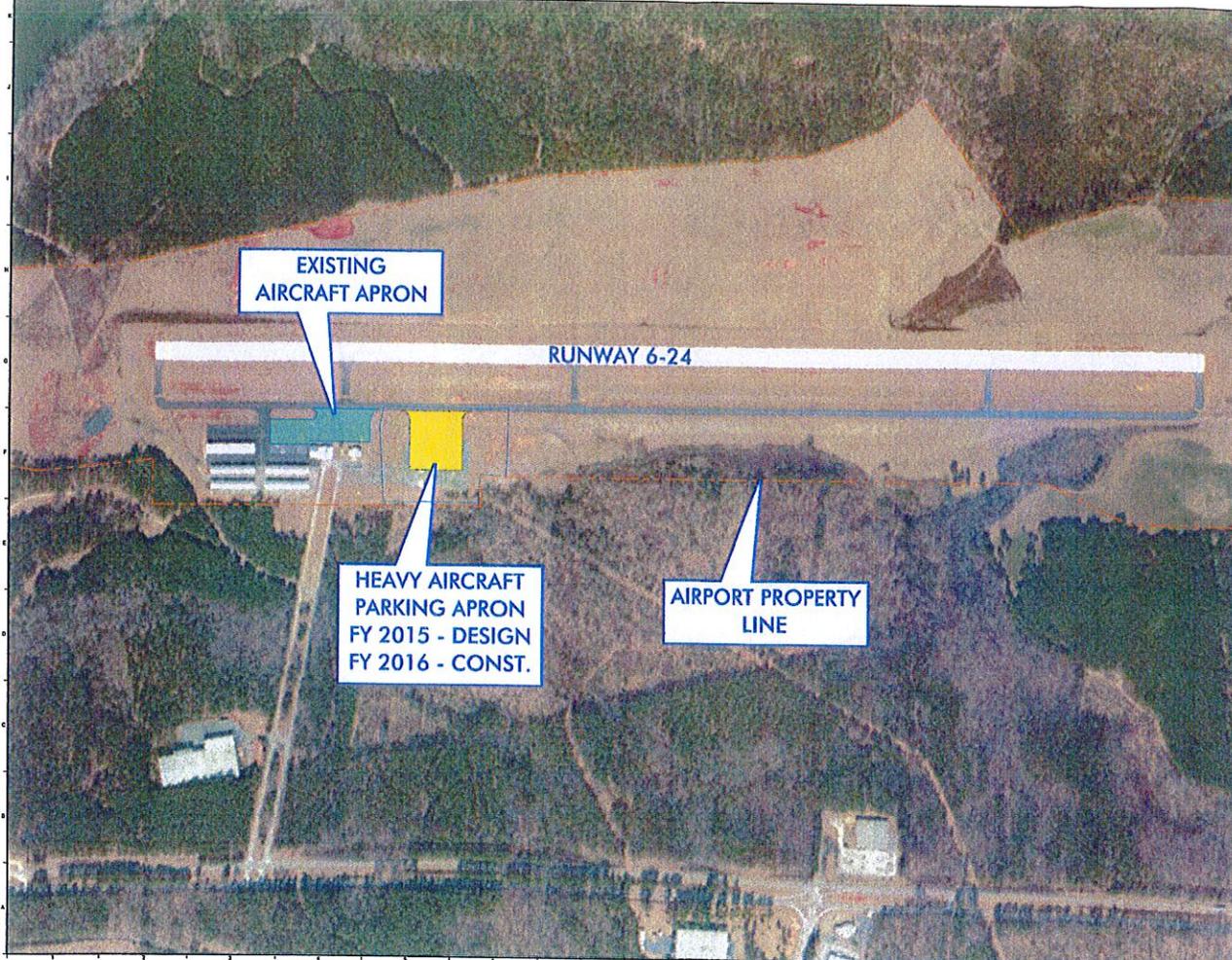




LANCASTER COUNTY  
AIRPORT  
LANCASTER, SOUTH CAROLINA

**HOLT**  
CONSULTING COMPANY, LLC

Designer:  
K. MORRIS  
Instructor:  
K. MORRIS  
Checked by:  
K. HOLY  
Work Project Number:  
LXC\_GENERAL



REVISIONS		
No.	Description	Date

Project Name:  
**HEAVY AIRCRAFT APRON  
(DESIGN)**

Drawing Name:  
**2015 PREAPPLICATION  
REQUEST FOR AID  
SKETCH**

FAA AIP Project Number: 9-43-0024-000-2015	Office: COLUMBIA, SC
Drawn by: LXC/FY2015 Preapp Sketch/01g	Drawing Number: ACIP
Plotted: Jan 26, 2015 - 11:22am by KMorris	Scale: <b>1" = 500'</b>
<b>SK-1</b>	
Sheet 1 of 1	

## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Paul Moses

**Department:** Airport

**Issue under Consideration:**

Renewal of Airport Maintenance Hangar lease.

**Points to Consider:**

The Airport Commission recommends renewal of the Airport Maintenance Hangar as it currently exists.

A copy of the ordinance and lease are attached as information.

The Airport Commission is well pleased with the current maintenance operator.

**Funding and Liability Factors:**

No change to current lease document is proposed.

**Options:**

Council may decide to accept the recommendation of the Airport Commission or decide to go out to bid for a maintenance operator at the airport.

If Council concurs with the recommendation of the Airport Commission, the County Attorney will prepare the necessary ordinance for consideration at the next Council meeting.

**Recommendations:**

As they are the experts appointed by Council, staff recommends acceptance of the Airport Commission recommendation and directing the Attorney to proceed with drafting the necessary ordinance.

**Attachments:** Ordinance 2013-1211

**Sign off by: (initial)**

**County Administrator** AW

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1/30/15

FILED  
OFFICE OF CLERK  
OF COURT

2013 MAY 16 PM 12: 32  
CLERK OF COURT  
LANCASTER, SC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2013-1211

**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 shadeports 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.

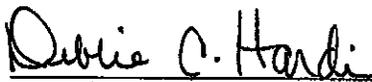
AND IT IS SO ORDAINED, this 13<sup>th</sup> day of May, 2013.

LANCASTER COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Larry McCullough, Chair, County Council

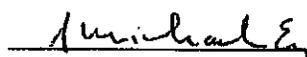
  
\_\_\_\_\_  
Jack Estridge, Secretary, County Council

ATTEST:

  
\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: April 8, 2013  
Second Reading: April 22, 2013  
Public Hearing: May 13, 2013  
Third Reading: May 13, 2013

Approved as to form:

  
\_\_\_\_\_  
County Attorney

**Exhibit A to Ordinance No. 2013-2011**

**Lease  
Lancaster County and Miller Aviation, LLC  
Certain Maintenance Hangars and Apron Area at the Lancaster County Airport**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**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 \_\_\_\_\_ 2013, 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) shadeports 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 and 2 months, commencing on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of March, 2015. 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 a 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 dollars and no cents (\$300.00). 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 (7<sup>th</sup>) 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 only 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.

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#### **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 connection 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 stormwater 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 Stormwater 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.

**THE REMAINDER OF THIS PAGE IS BLANK**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**County of Lancaster**

\_\_\_\_\_  
County Administrator

Attest:

\_\_\_\_\_  
Clerk to Council

**Miller Aviation, LLC**

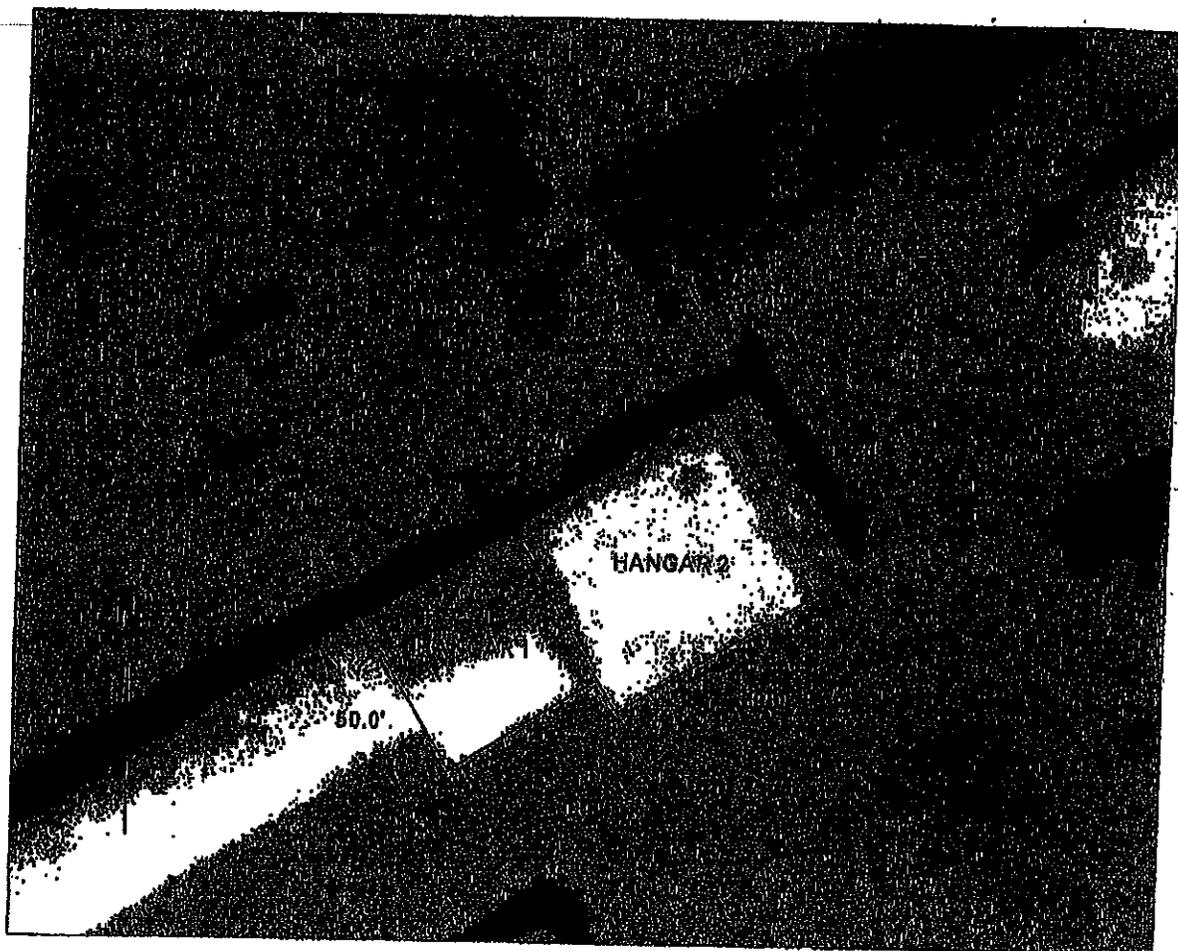
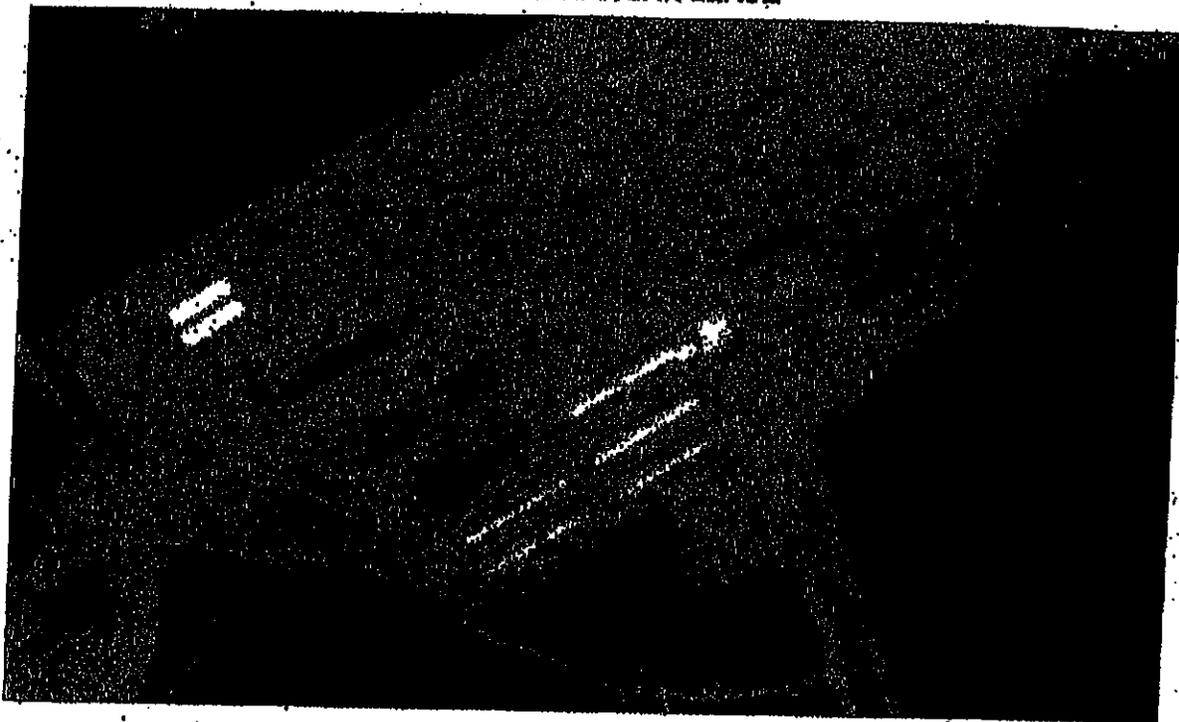
By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**(Attach drawing of Hangars and apron)**

EXHIBIT "A"  
MAINTENANCE HANGAR LEASE



## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Steve Willis

**Department:** Admin

**Issue under Consideration:**

Request for reimbursement by L Star

### **Points to Consider:**

The prior developer posted letters of credit for the construction of certain infrastructure, primarily sidewalk, when Edenmoor was under construction. The infrastructure was not completed when the developer went under and Lancaster County redeemed the letters for cash. L Star subsequently obtained Edenmoor from the Forfeited Land Commission. As part of their work they installed a portion of the infrastructure covered by the bond. They are now requesting payment from the cash held for the work performed.

I am unaware of any written agreement between the FLC and L Star regarding access to the funds. That said, I think it is reasonable to utilize the called funds for the legally stated purpose.

Council may use the funds at its discretion.

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

Funds held from the called letters of credit - \$313,410.23

Funds requested by L Star - \$250,427.19

The work performed has been inspected by Public Works

We would recommend that an agreement with L Star on a bad section of road be negotiated prior to the release of the funds. L Star has indicated a willingness to discuss the issue.

Should Council decide to utilize the funds for other purposes, I think it would be reasonable to anticipate that L Star refuse to install any additional infrastructure covered by the letters and demand that Lancaster County install it utilizing county funds.

**Options:**

Council may agree to the request or deny the request.

**Recommendations:**

The staff recommendation is to grant the request as L Star has fulfilled the purpose for which the funds were originally posted. Were L Star the original developer the funds would be released automatically and Council would not be consulted. In this case L Star is the succeeding developer, not the original developer. No one disputes that L Star has done a good job at Walnut Creek.

The matter was discussed by the Finance Committee and I would defer to those members for comments.

**Attachments:** Letter from L Star and relevant documentation

**Sign off by: (initial)**

**County Administrator** *AW*

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1/20/15 CN



November 20, 2014

**Via Federal Express**

Steve Willis  
County Administrator  
Lancaster County  
101 N. Main Street  
Lancaster, SC 29720

Re: Walnut Creek (Edenmoor) Performance Securities

Dear Steve,

I am writing to you regarding the funds currently held by the County as security for completion of certain public infrastructure improvements in Phase 1 of the Walnut Creek (formerly Edenmoor) community. As I am sure you recall, this security was originally in the form of one or more letters of credit. When the prior developer defaulted on its obligations, these letters of credit were drawn upon and the County's security for completion of these public infrastructure improvements was converted to cash. It is our understanding that the County holds these funds, totaling approximately \$313,409.69, in a segregated account.

As you know, Edenmoor Land Acquisition, LLC is the successor developer on this project. I am pleased to report that more than 80% of the public improvement work secured by these funds has been completed. A detailed inspection and summary of the work completed as of October 15, 2014, has been prepared by R. Joe Harris & Associates. That firm has also provided a certification that the work secured by these funds has been completed. Those documents are attached.

On behalf of Edenmoor Land Acquisition, LLC, I am writing to request that the portion of the funds securing these completed improvements be released, based upon the engineer's certification of completion. The sum we are requesting be released is \$250,427.19. Should you have any questions regarding this request, please do not hesitate to call me. If there are questions regarding the work completed, these can be directed to R. Joe Harris & Associates or to Pete Sullivan at LStar.

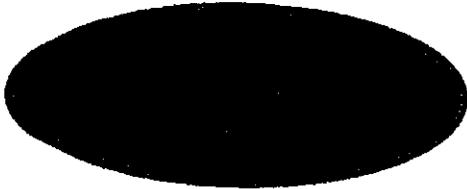
Again, please do not hesitate to contact me if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read "Steven J. Vining", with a large, stylized flourish at the end.

Steven J. Vining

Cc: Pete Sullivan  
Brandon Pridemore



**R. Joe Harris & Associates, L.L.C.**

1698 W. Hwy 160, Suite 130, Fort Mill, S.C. 29708  
(803) 802-1799 Fax (803) 802-0886

October 15, 2014

Edenmoor Land Acquisition, LLC  
c/o LStar Management, LLC  
Attn: Pete Sullivan, PE  
516 N. West Street  
Raleigh, North Carolina 27603

**Re: Walnut Creek – Completed Infrastructure Assessment for Phase 1  
Lancaster County, South Carolina**

RJH Project No.: 1715

Dear Mr. Sullivan,

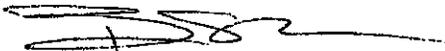
We have enclosed the following documents related to the previously incomplete public infrastructure for Walnut Creek Phase 1:

1. Walnut Creek – Phase 1 Subdivision Bond Update Summary dated October 15, 2014 and as sealed by Patrick L. Murphy, PE
2. Copy of color coded map based upon inspection of work completed by RJH on October 15, 2014 depicting status of infrastructure improvement.

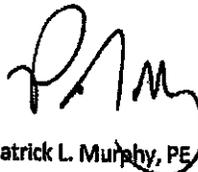
It is to the best of my understanding, information and belief that the work has been completed as shown in accordance with the applicable regulations and standards.

If you should have any questions or require any additional information, please feel free to contact us.

Sincerely,  
R. JOE HARRIS & ASSOCIATES, LLC



Brandon S. Pridemore, CPESC  
Director of Planning & Management  
Engineering Consultant for ELA/LStar



Patrick L. Murphy, PE  
Sr. Project Engineer  
Consulting Engineer for ELA/LStar

**WALNUT CREEK - PHASE 1 SUBDIVISION BOND UPDATE SUMMARY**  
 Estimate of Work Completed, Work Remaining vs. Cash Held by Lancaster County

Prepared By: R. Joe Harris & Associates, LLC  
 Brandon Pridemore, CPESC

Total - Value of Bonds Cashd by Lancaster County \$ 313,409.69  
 Total - Work Remaining as of 10-15-14 \$ (62,982.50)  
 Total - Work Completed by Developer (Credit) \$ 250,427.19

Date of Inspection: October 15, 2014  
 Date of Report: October 15, 2014

Description of Bond Area: Edenmoor Phase 1A, Maps 1-2  
 Cash Held by Lancaster County: \$ 142,777.19

Value of Incomplete Work - Original Bond Estimate				Value of Incomplete Work - Current Estimate			
Description:	Quantity	Unit Price	Subtotal	Description:	Quantity	Unit Price	Subtotal
A-8 Sanitary Sewer Testing	1 LS	\$ 1,000.00 LS	\$ 1,000.00	A-8 Sanitary Sewer Testing	0 LS	\$ 1,000.00 LS	\$ -
B-20 Water Testing	1 LS	\$ 1,000.00 LS	\$ 1,000.00	B-20 Water Testing	0 LS	\$ 1,000.00 LS	\$ -
D-2 Asphalt Surface Course - 1"	1495 SY	\$ 4.25 LS	\$ 6,353.75	D-2 Asphalt Surface Course - 1"	0 SY	\$ 4.25 LS	\$ -
D-8 Sidewalks	7562 SY	\$ 14.00 LS	\$ 105,868.00	D-8 Sidewalks	2325 SY	\$ 14.00 LS	\$ 32,550.00
<b>Total of Incomplete Improvements</b>			<b>\$ 114,221.75</b>	<b>Total of Incomplete Improvements</b>			<b>\$ 32,550.00</b>
<b>Total of Incomplete Improvements at 125%</b>			<b>\$ 142,777.19</b>	<b>Total of Incomplete Improvements at 125%</b>			<b>\$ 40,687.50</b>
<b>Total Value of Cash Held by Lancaster County (from Original Bond)</b>			<b>\$ 142,777.19</b>				
<b>Total Value of Current Estimate of Incomplete Work (deduction)</b>			<b>\$ (40,687.50)</b>				

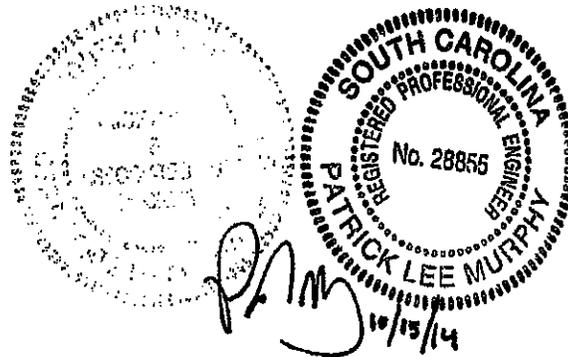
Description of Bond Area: Edenmoor Phase 1B  
 Cash Held by Lancaster County: \$ 22,428.44

Value of Incomplete Work - Original Bond Estimate				Value of Incomplete Work - Current Estimate			
Description:	Quantity	Unit Price	Subtotal	Description:	Quantity	Unit Price	Subtotal
D-2 Asphalt Surface Course - 1"	519 SY	\$ 4.25 LS	\$ 2,205.75	D-2 Asphalt Surface Course - 1"	0 SY	\$ 4.25 LS	\$ -
D-3 Asphalt Binder Course - 2"	519 SY	\$ 7.50 LS	\$ 3,892.50	D-3 Asphalt Binder Course - 2"	0 SY	\$ 7.50 LS	\$ -
D-4 Stabilized ABC - 8"	519 SY	\$ 9.50 LS	\$ 4,930.50	D-4 Stabilized ABC - 8"	0 SY	\$ 9.50 LS	\$ -
D-6 Valley Curb	389 LF	\$ 10.00 LF	\$ 3,890.00	D-6 Valley Curb	0 LF	\$ 10.00 LF	\$ -
D-8 Sidewalks	216 SY	\$ 14.00 LS	\$ 3,024.00	D-8 Sidewalks	0 SY	\$ 14.00 LS	\$ -
<b>Total of Incomplete Improvements</b>			<b>\$ 17,942.75</b>	<b>Total of Incomplete Improvements</b>			<b>\$ -</b>
<b>Total of Incomplete Improvements at 125%</b>			<b>\$ 22,428.44</b>	<b>Total of Incomplete Improvements at 125%</b>			<b>\$ -</b>
<b>Total Value of Cash Held by Lancaster County (from Original Bond)</b>			<b>\$ 22,428.44</b>				
<b>Total Value of Current Estimate of Incomplete Work (deduction)</b>			<b>\$ -</b>				

Description of Bond Area: Edenmoor Phase 1, Map 3  
 Cash Held by Lancaster County: \$ 148,204.60

Value of Incomplete Work - Original Bond Estimate				Value of Incomplete Work - Current Estimate			
Description:	Quantity	Unit Price	Subtotal	Description:	Quantity	Unit Price	Subtotal
A-8 Sanitary Sewer Testing	1 LS	\$ 1,000.00 LS	\$ 1,000.00	A-8 Sanitary Sewer Testing	0 LS	\$ 1,000.00 LS	\$ -
B-20 Water Testing	1 LS	\$ 1,000.00 LS	\$ 1,000.00	B-20 Water Testing	0 LS	\$ 1,000.00 LS	\$ -
D-2 Asphalt Surface Course - 1"	6565 SY	\$ 4.25 LS	\$ 27,901.25	D-2 Asphalt Surface Course - 1"	0 SY	\$ 4.25 LS	\$ -
D-8 Sidewalks	6333 SY	\$ 14.00 LS	\$ 88,662.00	D-8 Sidewalks	1274 SY	\$ 14.00 LS	\$ 17,836.00
<b>Total of Incomplete Improvements</b>			<b>\$ 118,563.25</b>	<b>Total of Incomplete Improvements</b>			<b>\$ 17,836.00</b>
<b>Total of Incomplete Improvements at 125%</b>			<b>\$ 148,204.60</b>	<b>Total of Incomplete Improvements at 125%</b>			<b>\$ 22,295.00</b>
<b>Total Value of Cash Held by Lancaster County (from Original Bond)</b>			<b>\$ 148,204.60</b>				
<b>Total Value of Current Estimate of Incomplete Work (deduction)</b>			<b>\$ (22,295.00)</b>				

This estimate is hereby certified to be true to the best of my belief, opinion and understanding and based upon verification of the work by myself or those persons under my direct supervision.





COUNTY OF LANCASTER  
 DETAIL ACCOUNT INQUIRY BY DEPARTMENT

FY 2014-2015

07/01/2000 TO 06/30/2015

10-2-000-245-01 CLAIMS- EDENMOOR

<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>BAL FORWARD</u>	<u>YTD AMT</u>	<u>ACCT BAL</u>
					0.00	-313,410.23	-313,410.23
					<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
BALANCE FORWARD							0.00
05/07/2009	CA	DEP 12617 GENERAL FUND DEDRA				142,777.19	-142,777.19
05/08/2009	CA	DEP 12618 general fund dedra				148,204.60	-290,981.79
05/08/2009	CA	DEP 12618 GENERAL FUND DEDRA				22,428.44	-313,410.23
SUBTOTALS FOR ACCOUNT 10-2-000-245-01 :					0.00	313,410.23	
					0.00	313,410.23	

## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Steve Willis

**Department:** Admin

**Issue under Consideration:**

Planning for report on Council goal.

**Points to Consider:**

Development of a new Fleet Operations facility is Council's number one stated goal. In order to bring a proposal to Council for consideration, I need to develop schematic plans for the facility. That takes outside assistance.

I contacted Procurement Officer Bryant Cook to obtain such assistance. he reported back with the following successful proposer.

This will be to designate a stated need, scope of work, and schematic designs. This will not bring us to the point of having design documents to begin construction. This is to obtain scope and estimated cost documentation so Council can determine how and when to proceed. We are not simply visiting nearby facilities and bringing Council a ballpark figure for this project.

**Funding and Liability Factors:**

Cost of consulting work - \$11,225.00.

**Options:**

We may proceed using the consultant to develop a scope of work and professional cost estimates, we may visit nearby facilities and report on their costs, or Council may decide not to proceed at this time.

**Recommendations:**

Staff recommends proceeding with having the consultant proceed as indicated. We want to eliminate as many variables and uncertainties as possible when bringing this matter to Council for a GO - NO GO decision.

This matter was discussed by the Finance Committee and I would defer to those members for comment.

**Attachments:** Proposal from Perception, article from Government Fleet magazine

**Sign off by: (initial)**

**County Administrator** 

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 1/30/15 



January 7, 2015

Mr. Bryant Cook  
Lancaster County  
Procurement Officer  
101 North Main Street  
Lancaster, SC 29720

Thank you again for allowing Perception Builders, LLC to submit our proposal to provide schematic designing and estimates for a new Maintenance Complex in Lancaster County. Our proposal based on the following scope of work is Eleven Thousand Two Hundred Twenty Five Dollars (\$11,225.00).

**Scope of Work**

1. Meet with Owner and Department Heads to develop Space Programming for affected departments.
2. Develop a Schematic Site Plan.
3. Design a Schematic Floor Plan and Exterior Building Elevation.
4. Site Plan, Floor Plan, and Building Elevation Design Drawings.
5. Three dimensional rendering of the building exterior.
6. Outline specification of major building assemblies.
7. Presentation board and pdf files of design.
8. Schematic Construction Estimate based on the Schematic Design developed.

Again, thanks for the opportunity to provide you with our cost proposal to complete your project. We look forward to working with you on this high quality project.

Sincerely,

Chad Catledge  
Perception Builders, LLC

ACCEPTANCE

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Owner

## Fleet Project Management: Maintenance Facility Construction

November 2012, Government Fleet - Cover Story

By Steve Riley



### At a Glance

Some points to consider when constructing a maintenance facility are:

- Search for maintenance facility requests for proposal online and seek out others who have recently built new facilities.
- When choosing a location, anticipate the physical limitations of the space. Take environmental groups and homeowner's associations into consideration.
- When designing the facility, plan for future fleet growth, including the addition of alternative-fuel vehicles.
- Include specified equipment, such as lifts and fluid recover systems, into the overall cost of the facility.

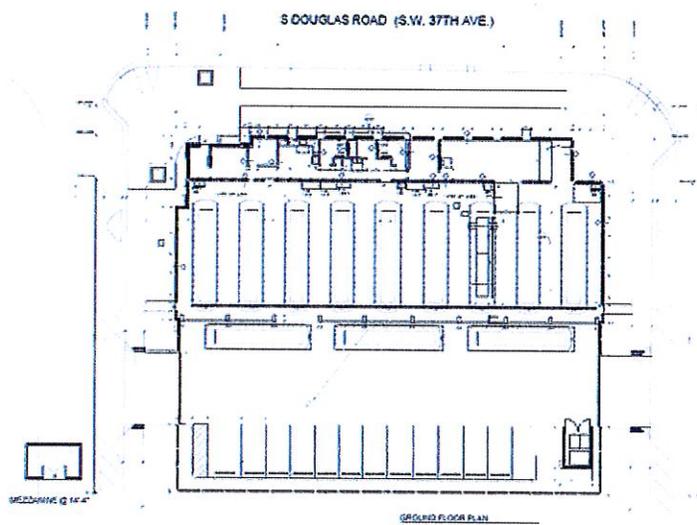
Of all the major projects a fleet manager could ever be required to manage, building a new fleet facility will be the most complex. There are numerous details that should be taken into consideration before approval of the final design. Simply relying on an architect's plan may get the fleet into trouble, especially if the resulting facility fails to meet operational requirements.

What makes this project so rewarding is that the fleet manager has the opportunity to design a facility that best fits the fleet's specific needs. To do this, know what is needed before the design work begins. Start this project by drafting a site and facility plan. List all critical elements of the plan in the priority needed.

Draft an equipment listing and specify the equipment type, manufacturer, and model numbers. Because these types of projects are normally funded through a capital expense that is amortized over many years, the equipment specified should be included into the overall cost of the facility. Because there will be no direct and substantial impact to the yearly general fund budget (other than the debt service payment), the agency may fund what the fleet needs, which therefore increases the likelihood of the fleet manager getting what his or her department wants. Search the internet for fleet maintenance facility requests for proposal (RFPs) and seek out others who have recently built new facilities. Ask them what they may have done differently and whether they would have changed any of the facility or equipment specifications. Try to locate agencies that have built a new facility in the past few years. This will allow them ample time to evaluate the overall success of their project and provide a detailed lessons--learned summary.

The last thing to keep in mind is that nearly all government contracts go to the lowest bidder, so look out for the cost-cutting measures built into the proposal. Know what the fleet department needs well in advance; don't wait until someone tells you what you need.

Let's look at some important considerations when designing a new facility. This article divides the project assessment into three main categories: location, building, and equipment.



## Selecting the Location

What are some considerations when choosing a facility location? New locations may pose numerous unanticipated obstacles. For example, facilities that are proposed near high-density residential areas may have to overcome objections or gain approval from outside organizations such as environmental and homeowners associations. Agreements with such organizations may result in restrictions on maintenance activities and hours of operation, or forbid vehicle painting on the premises. While this type of scenario is uncommon, ensure that any potential restrictions placed upon the new location are thoroughly analyzed and weighed.

The location may also contain unforeseen physical limitations. For example, one city decided to build its new facility near a small creek. The City later realized, after construction started, that subterranean leaching near the creek affected the entire construction site. This late discovery increased the final price of the project by well over \$100,000. Some agencies building facilities on former landfills or near water reservoirs have later discovered the building had become structurally unsafe due to abnormal and excessive settling.

Here are some additional items that should be considered when choosing a new location:

### → Parking Areas:

This aspect of the design is often overlooked. Requirements for parking and storage will most likely exceed the dimensions of the facility itself. When planning for employee parking, ensure a sufficient number of spaces not only to handle a single day shift, but also the night shift (if required). The last thing any fleet manager wants is to allot for nonproductive time so employees can move their vehicles to parking spaces after the other shift personnel leave.

→ **Storage Areas:**

Storage space must also be considered and should be completely separate from employee parking. How many spaces are required for ready and dead-lined vehicles? Will a secure storage area for newly acquired, surplus, or police impounded vehicles be needed? If there is a vehicle pool service from this location, it should be separate from all the other areas. Do the proper analysis to determine the correct distance from the parking areas to the facility. Determine the turning radius limitations for large equipment, and make sure there is sufficient maneuvering room between the building and the parking areas.

→ **Environmental:**

The location should also be assessed for flooding and environmental impact. Most maintenance facilities will accumulate a certain amount of fuel and oil deposits in the equipment parking areas. In the event of a flood, these deposits could contaminate the runoff and result in a significant fine from the Environmental Protection Agency (EPA), especially if the runoff flows into a nearby stream or lake. Parking lot runoff may also be required to flow through an oil-water separator before it is discharged into the sewer system. Make sure any bulk oil storage areas have a proper containment wall and tanks are properly secured to prevent a possible breakaway during a flood.

Noise abatement is also considered an environmental issue; evaluate any potential restrictions on both day and evening shifts. This is not only a concern to populated areas but also to uninhabited land that falls within the criteria of an environmentally protected or sensitive area.

→ **Accessibility:**

Location is everything. While most government agencies look for the cheapest land to purchase, it may not make good business sense in the long term. Accessibility to the site, especially during peak traffic hours, is critical to effective and efficient service delivery. Facilities that are located in areas prone to traffic jams may experience significantly increased maintenance delay times due to outside parts acquisitions and the transportation of equipment to vendors.

→ **Security:**

Proposed sites in densely populated areas may require more layers of physical security and increase the probability of additional operational restrictions. Define what physical barriers (such as fencing) are needed to deter criminal activity. Add security lighting, video surveillance, and intrusion and fire detection systems into the facility design specifications. Determine the need for automated gate controls for access after normal operating hours.

## **Constructing the Building**

When designing the facility, consider not only current requirements but also the possibility of future expansion. Draft a floor plan to determine space needs and the position of equipment. Remember that what goes into the building, and how it is placed, is just as important as where it is located. A poorly laid out floor plan can increase process delays and reduce the overall efficiency of the facility.

→ **Work Bays:**

The number of work bays required to properly service equipment is dependent on the mix and size of the fleet. Take into consideration whether the fleet will be operating single or multiple maintenance shifts and if certain work bays will be dedicated to perform specific functions (such as welding, auto body, alignment, hydraulic, electrical, and preventive maintenance services). While the number of bays is determined by specific requirements, Government Fleet's "Fleet Toolbox" has a calculator that can help determine the number.

Once the number of bays is determined, specify their design. The work bays should be built to facilitate the traffic flow in and out of the building. In most cases, fleet facilities have drive-through bays that allow vehicles that have been repaired to exit the building while another vehicle is at the other end of the bay being serviced.

When sizing the bay spaces, take into account both the vertical and horizontal requirements for the fleet's largest piece of equipment. When determining the height of the bay, consider the height required for the vehicle to be raised off the floor (with the cab raised) using the vehicle lift. Ensure there is sufficient clearance between the vehicle and the overhead cranes, heaters, and lighting. The horizontal requirement space should account for toolbox and supplies storage, work areas, and fire lanes.

With the advent of newer and more sophisticated lift equipment, work bay service pits could become a thing of the past. Not only are they inefficient, but they also pose a significant safety risk when open and not in use. Because the pits are located directly beneath the vehicle being serviced, oily deposits can build up on pit stairs and cause additional unforeseen hazards. The service pit design generally limits the technician's ability to completely view the entire undercarriage of a vehicle and restricts the maintenance of items that are within their immediate reach. Lastly, the pit design does not facilitate the inspection and maintenance of wheels, brakes, and linkages. The installation of a service pit in a new facility is not recommended.

#### → Floors:

The floor and drainage of the facility is often overlooked and assumed to be engineered correctly. The floors should obviously be sealed to prevent oil residue from seeping into and staining the concrete. The bay floors can be slightly angled toward the floor drains to allow for the flow of spilled fluids to the drain. The floor's load capacity (normally rated in pounds per square inch) should be calculated to withhold pressures of heavy vehicles placed upon above-ground lifts and jack stands. Inform engineers if a second floor will be used for parts and material storage. Storing of heavy equipment or parts (such as engines, transmissions, and tires, etc.) may exceed the load-bearing capacity of the floor and lead to a catastrophic collapse.

#### → Electrical:

What are the power requirements for the building and where will the power receptacles be placed? Have the appropriate voltage and amperage ratings where it's needed. If using pre-existing equipment in a new building, provide engineers with the actual operating voltage, phase, and amperage ratings of the equipment, and where it will be installed. Assess the need for additional special-purpose outlets (other than 110-volt and 220-volt) for movable equipment such as welders and portable lifts that have unique power requirements. As a suggestion, get a copy of the floor plan and write in the location of the equipment. Then list the voltage, amperage, and phase requirements for each piece.

Be proactive and have the facility prewired for emergency power. In many instances, this is forgotten during the design process and will only come to mind when it's most needed: during an emergency. Identify the priority circuits for the building, such as air compressor, lifts, lighting, computer systems, etc. Segregate those circuits to a specific panel with a commercial disconnect switch and install a weatherproof generator receptacle outside the building.

If the agency plans to acquire alternative-fuel vehicles that utilize lighter-than-air gaseous fuels, know the new building code requirements for maintenance facilities that are engaged in the repair of these types of vehicles. Lighter-than-air fuels include liquefied natural gas (LNG), compressed natural gas (CNG), and hydrogen. As the use of these alternative-fuel vehicles continues to grow, so do the regulations governing the buildings at which they are maintained. Since CNG is lighter than air, pockets of explosive gas could accumulate in the ceilings and crawl spaces of buildings.

Additionally, gases that tend to stay at the bottom (such as propane) require certain restrictions on the use and design of below-grade maintenance pits. This type of maintenance activity has forced the revision of many state and local building codes.

Consult local building codes before finalizing the design. If local building codes fail to address these issues, ensure that engineers review National Fire Protection Association (NFPA) codes 52 and 58.

In addition to the building codes, fleet management may be required to develop certain shop procedures on the use of welding

equipment and any other flame- or spark-producing equipment around vehicles running on lighter-than-air fuels.

→ **Lighting:**

Bay lighting is never considered a problem until after it has been installed and the technicians start to complain about it. Most designers will simply install high-intensity overhead lights that may not be sufficient for use when working under the equipment. Consider having lights installed on the lifts or along the walls to brighten up the work area. Additionally, consider specifying that reel lights be installed on all above-ground lifts and along the bay walls. Windows in the work bay walls and skylight panels can increase the amount of natural lighting.

→ **Roll-Up Doors and Ventilation:**

If the facility is located in an extremely cold environment, consider installing insulated roll-up doors in the bays. Although this will increase the overall cost of the building, it will result in reduced heating costs. If an electrically driven roll-up door is required, add a manual override system to the specification. In hot climates, consider a thermostatically controlled roof and wall ventilation fans to reduce the inside heating of the building.

→ **Drainage and Oil-Water Separation:**

It should be noted that many jurisdictions are becoming more concerned about the effects vehicle maintenance facilities have on the environment. In most states, it is forbidden for any floor drain or wash basin (sink) in a vehicle maintenance facility to drain into the sewer system without previously having been filtered through an oil-water separator. For a small fleet facility, a 1,000-gallon oil-water separator should be sufficient, but keep in mind that the more flow going into the separator, the more frequently it will need servicing.

Also, if adding an automated or manual wash station that is co-located with the maintenance facility, take into account how the increased contaminated water flow will affect the oil-water separation system. In most cases, small oil-water separators are designed to handle the flow of normal contaminated water from floor drains. If a vehicle wash station exceeds the capability of the oil-water separator, it may discharge contaminated water into the sewer system. This could result in heavy fines and the need to change the underground separator tank to a larger size.

→ **Parts Room:**

The parts room should be centrally located in the building. Its location should facilitate the ease of access from all work bays. The parts room should be designed as to be completely and securely locked down from the rest of the facility when parts personnel are not at their stations. The parts counter should be built to handle heavy loads and covered with a layer of protective material. Additional storage space should be designed beneath the counter to allow for the issuance of expendable items. Specify the size of the parts storage area to accommodate current stock levels and some additional space for expansion of future inventory.

The parts room design should include a secure shipping and receiving area, which should include external roll-up door access and an area for the temporary storage of materials awaiting placement into inventory. The number and size of tire racks should be determined by the tire size and inventory turnover requirements. Additionally, many government agencies require that used tire storage areas be located under a protective area to avoid the accumulation of water in the tires, which promotes the breeding of mosquitoes. Some fleet agencies also use parts personnel to manage the inventory of government-owned specialized tools. In this case, a secure tool cage should be located and built behind the parts counter with easy access for parts personnel.

Keep the battery storage and charging area separate from the parts room. The battery room should be ventilated with automated fans that forcibly recycle the ambient room air to prevent buildup of hydrogen gas during charging.

→ **Safety:**

Safety is of primary concern for all fleet facilities. Make sure all necessary safety devices are written into the design specification.

Eye wash stations, according to OSHA, should be spaced no further than 10 seconds away from a workplace that is at high risk. This is based upon the assumption that the injured employee will not have any assistance to reach the station. An exception to the distance rule can be made if management can guarantee an injured employee will be assisted by another person at any time during the work day.

In addition to the eye wash equipment, consider an emergency shower station. In either case, both systems should include audible and visual warning devices when the systems are activated. This will warn other facility staff of a possible emergency in progress. Fire detection and sprinkler systems will normally be added to the design in accordance with local building and fire codes. Lastly, specify that internal emergency lighting is to be installed in the work bays and administrative and parts areas.

#### → Administrative Areas:

As a general rule, administrative areas will take up approximately 20% of the building's total floor space requirement. When designing the building, take into account the space requirements for the following administrative areas:

- Lobby and foyer.
- Break and customer waiting rooms.
- Fleet manager, supervisor, and staff office space.
- Service writer office space.
- Training/conference rooms.
- IT (fleet management information system server room).
- Technical library.
- File storage.
- Lockers and shower rooms.
- Janitor's closet.
- Secure storage areas.
- Mechanical rooms.

#### → Additional Considerations:

Below are some other items that should be considered when designing a building:

- HVAC. What areas will require temperature control?
- Drinking fountains.
- Public address system. The PA system should be able to broadcast throughout the entire facility to include certain outside areas. The management, supervisory, administrative, and parts staff should be able to be access the system.
- Disability access.
- LAN and telephone lines. Specify the requirements for LAN and phone drops. Add LAN connections at technician work stations and parts warehouse locations.

### Choosing the Equipment

The site and building design is only half the battle. When selecting the equipment layout and specifications, many variables come into play.

#### → Lifts:

Determine how many permanently installed (fixed) lifts are required and what bays will be best suited for them. The bay where the lift is installed must have sufficient turning radius outside the building to facilitate the equipment getting in and out of the bay. Fixed lifts may also restrict a bay for use with only certain types of equipment, depending on the rated capabilities and physical dimensions of the lift.

Lifts should be selected to exceed the maximum gross vehicle weight by at least 20%. A technician may be forced to lift a fully loaded vehicle that, unbeknownst to him or her, has exceeded its maximum gross vehicle weight. If the fixed lift is installed into the bay floor, ensure the span of the lifting cylinders is capable of extending the necessary distance, from axle to axle, of the longest piece of equipment.

→ **Air Compressor:**

When sizing an air compressor, consider the actual cubic feet per minute (ACFM) and storage capacity (tank size) requirements. The ACFM model calculates the amount of usable air pressure the compressor can deliver given a particular location's conditions, such as atmospheric pressure, temperature, and humidity. Under normal conditions, the demand of the compressor should not exceed an 80% duty cycle. In other words, it should rest at least two minutes for every 10 minutes it runs. This will prevent premature failure of the compressor due to constant demand.

When determining the tank size, calculate the normal continuous air requirements. This would include all air-powered shop tools and any other facility that may be serviced by the compressor. For very large shops, consider having multiple individual compressors or dual compressors attached to the same tank with a system to alternate the operating times of each compressor. Remember, whatever the requirements, is it better to oversize than undersize the compressor. An undersized compressor will end up costing more money in repairs in the long run than the specified larger model. Lastly, include a fully automated air dryer, tank moisture drain, and timer system to the specification.

→ **Fluid Delivery and Recovery System:**

If the bulk storage tanks are to be located outside, build a shelter over the tanks. This will help avoid premature failure of the air-driven pumps and hoses because of constant exposure to the sun's heat and UV rays.

With single-wall tanks, make sure the bulk fluid storage site has a small containment wall built around it to prevent a ruptured tank from leaking its contents into the surrounding soil. Install a manual drain valve in the containment wall to prevent buildup of rainwater.

Dual-wall tanks should contain an interspatial monitor and alarm system to detect and warn of leaks in the primary holding tank. The air supply to the pumps should include an automated air cutoff valve to disable the pumps during non-operating hours. This will prevent an external or internal spill should one of the product lines rupture. When designing the delivery system, account for all anticipated bulk fluid needs, which may include: antifreeze, transmission, hydraulic, and engine oils.

Lastly, pay particular attention to where hose reels are placed and that they will extend to the locations they need to reach.

→ **Exhaust Extraction System:**

If bay doors need to be opened and closed due to seasonal changes, install an exhaust extraction system that has the capacity to simultaneously evacuate exhaust gases from all available hoses. System activation controls should be installed in each bay. The exhaust hoses should be rated for high temperature, as new diesel engine regenerative emissions systems have been known to melt older model exhaust hoses. Finally, if constructing a welding/fabrication station in the new facility, include an exhaust port with a mechanical swing arm or hood.

In closing, when designing a new facility, no matter what steps a fleet manager takes, he or she should take his or her time doing it. Performing proper research ahead of time will prevent a lot of headaches in the future.

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**About the Author:**

*Steve Riley is automotive director at the City of Coral Gables, Fla. He has managed several multi-million dollar Department of Defense building projects, as well as the design and construction of an airport air traffic control tower and approach control facility in Europe. He is currently working on a new transit bus maintenance facility.*

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## **Lancaster County Council Agenda Item Summary**

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Ordinance # / Resolution #: Ordinance 1163

Contact Person / Sponsor: Mr. McCullough

Department: County Council

Date of Request: January 28, 2015

**Issue For Consideration:** Whether or not Ordinance 1163 should be amended so as to make the suspension of the state's Sunday Blue Laws permanent in Lancaster County. A copy of the relevant South Carolina state law, a 2000 South Carolina Attorney General's opinion on the subject and a copy of the existing ordinance follow this summary for review and consideration.

**Points to Consider:** The present ordinance suspends the Sunday Blue Laws until June 30, 2020.

**Funding and Liability Factors:** Not Applicable

**Council Options:** Either to amend the ordinance or leave as is and have a future Council consider the issue at a point closer to 2020

**Recommendation:** None

**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:<sup>1</sup>

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

Page 2

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

Page 3

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.

Page 4

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

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Notes:

<sup>1</sup> 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.

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FILED  
CLERK OF COURT  
LANCASTER, SC  
2012 JUN 14 P 1:13

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 1163

AN ORDINANCE

TO AMEND ORDINANCE NO. 972, RELATING TO THE SUSPENSION OF SUNDAY WORK PROHIBITIONS THROUGH JUNE 30, 2013, SO AS TO EXTEND THE PERIOD OF SUSPENSION THROUGH JUNE 30, 2020.

~~Indicates Matter Stricken~~

Indicates New Matter

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Council is authorized by Section 53-1-160(A), Code of Laws of South Carolina 1976, as amended, to suspend the application of the Sunday work prohibitions as contained in Chapter 1, Title 53, Code of Laws of South Carolina 1976, as amended;

(b) The Office of the Attorney General of the State of South Carolina has opined that counties have the power pursuant to state law to suspend Sunday work prohibitions;

(c) Lancaster County businesses and merchants may be placed at a competitive disadvantage with businesses and merchants in contiguous North Carolina counties by application of the Sunday work prohibitions;

(d) Lancaster County, by passage of Ordinance No. 972, has previously suspended the Sunday work prohibitions through June 30, 2013;

(e) Businesses need the certainty of knowing when they may operate and that knowledge influences decisions on the future investment of capital and the creation of new jobs;

(f) The County and State would benefit from the suspension of Sunday work prohibitions through the generation of additional revenue from sales taxes, accommodations taxes and other revenue sources; and

(g) It is the purpose of this ordinance to extend the period of suspension of Sunday work prohibitions through June 30, 2020 for the reasons cited.

**Section 2. 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 through June 30, ~~2013~~ 2020. 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 3. Conflicting Provisions.**

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

**Section 4. 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 effect the validity of any other section of this ordinance which is not itself void or invalid.

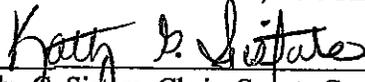
**Section 5. Effective Date.**

This Ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

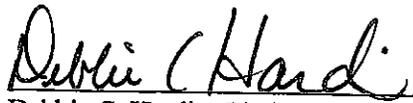
And it is so ordained, this 13th day of August, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

  
Kathy G. Sistare, Chair, County Council

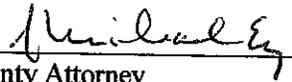
  
D.W. "Cotton" Cole, Secretary, County Council

ATTEST:

  
Debbie C. Hardin, Clerk to Council

First Reading: July 9, 2012  
Second Reading: July 23, 2012  
Third Reading: August 13, 2012

Approved as to form:

  
County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

## **Lancaster County Council Agenda Item Summary**

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**Date of Request:** January 30, 2015

**Contact Person / Sponsor:** Sheriff Barry Faile/ Administrator Steve Willis

**Department:** Sheriff/ Admin

**Issue under Consideration:**

Unfunded federal mandate - required upgrades to Criminal Justice Information System. This is coming from the State Law Enforcement Division (SLED) but is promulgated from a US Justice Department requirement.

**Points to Consider:**

This mandatory upgrade includes both one time costs as well as recurring costs.

One time costs are for both computer hardware and software.

Recurring costs are associated with ongoing software and one new person.

The new person will be assigned to the Sheriff's Office, as the Sheriff is statutorily responsible for this information. However, Barry has agreed that the person will serve as the Local Area Security Officer (LASO) for the Detention Center, Public Safety Communications (E-911), Circuit Court, Clerk of Court, Magistrate's Court, and for all code enforcement, such as in the Auditor's Office. Not all Sheriff's across the state are being as proactive and cooperative as Barry and I want to take a moment to commend Barry.

**Funding and Liability Factors:**

There is more detail than can fit into this space. A copy of the memorandum I utilized at the recent Finance Committee meeting is attached.

Cost with full annual salary - \$155,983

Cost with partial salary for this FY - \$113,423

The liability for taking no action is the loss of access to criminal justice data. This would include criminal history data, tag and license data, NCIC stolen and wanted data, etc. In essence, this would cripple both law enforcement and the court system.

**Options:**

Fund the needed improvements or take no action.

**Recommendations:**

I would defer to the Finance Committee members for their comments.

The staff recommendation is to fully fund the request, both for the remainder of this fiscal year and in future years. Future years would be built into those budgets but for this year, the funds would have to come from fund balance.

I know Council does not like dipping into fund balance. I would like to point out, as I did to the Committee, there was no way Barry could have known this was coming when he submitted his budget request for the current fiscal year.

**Attachments:** Memo to Finance Committee

**Sign off by: (initial)**

**County Administrator** 

**Finance Director** \_\_\_\_\_

**County Attorney** \_\_\_\_\_

**Other staff** \_\_\_\_\_

**Received by Clerk to Council on** 11/30/15 rch

## MEMORANDUM

**TO:** Council Finance Committee

**FROM:** Steve Willis, County Administrator *SW*

**TODAY'S DATE:** January 12, 2015

**DUE DATE:** N/A

**SUBJECT:** Federally Required Computer Upgrades

The Lancaster County Sheriff's Office recently underwent a federally mandated computer system audit. This was conducted by SLED. The standards are new to South Carolina but were put into effect by the FBI.

The costs for these upgrades are not in the Sheriff's budget, or other users, as these are new standards to South Carolina. The FBI has had them for several years but SLED delayed enforcement. The enforcement period commenced with no warning that would have allowed the Sheriff to budget for this.

I would note that we are coordinating this through the Sheriff's office. Though this will impact both 911 and the court system, by statute the Sheriff is the responsible party. He will control the LASO, or Local Area Security Officer. This is the person that will establish controls and enforce them on all departments. Though the courts are a separate entity, they must comply to have access to the data.

Rather than try to paraphrase, here is the memo I received from Barry:

Recent changes to the Criminal Justice Information System Policy (CJIS) have brought to light a number of shortcomings that must be immediately addressed so that the Sheriff's Office, E911, Clerk of Court, Solicitor's Office, and the Magistrate's Office can continue normal operations. The following is a summary of the events leading to situation and a summary of what is needed to come into compliance.

CJIS is the overall responsibility of the FBI. They are the keepers of the information in question (criminal histories which include names, dates of birth, social security numbers, prior criminal charges, etc.). In addition State DMV information is included as CJIS material. The State Law Enforcement Division is responsible at a State Level for managing the material within the state and enforcing the provisions of the policy. Over the last few years we have received very little guidance or scrutiny from SLED and were unaware of current issues. The appointment of a new SLED Director has sparked a renewed interest in CJIS issues. In addition, our transition to the new records management system and new CAD system coupled

with the move of the Sheriff's Office has required us to work with SLED on a regular basis over the last few months. It is during this time that we have realized that we were not in compliance with the current CJIS policy. We recently met with SLED officials and the following areas were identified as immediate needs to come into compliance.

1. **Outdated Hardware:** All hardware associated with our CJIS network must be up to date and cannot exceed end of service dates (ie: Windows XP) We have some hardware that is in need of immediate replacement.
2. All access to CJIS information from our network must be through CJIS compliant passwords that expire every 90 days. This is problematic because we are using the same email exchange and domain logins as every other county employee.
3. Outside access from our network must have 2 factor authentication. We do not have this in place.
4. **Mobile Device Management:** Management software to control all of our cell phones that receive e-mail or other CJIS information. Must also either have the software to control employee-owned phones or prohibit them from receiving e-mails that may have CJIS material. Currently we do not have this.
5. All CJIS data that flows on our network must be on a separated network from the remainder of the County. This is currently in place, however the information must be encrypted and there must be a firewall at each point to ensure no unauthorized access occurs. We do not have the firewalls and encryption in place.
6. SLED has also mandated that we appoint a LASO (Local Agency Security Officer). That person will be responsible for maintaining the security of County's CJIS. This will include the Sheriff's Office, Detention Center, E911, Magistrate's Office, and Clerk of Court. They will be responsible for ensuring that all hardware is up to date and within current supported conditions. Ensuring that all hardware has appropriate and up to date virus and malware programs. Managing new equipment and training new hires into the offices that deal with CJIS information. Preparing and ensuring compliance with CJIS policies for each agency.

#### Estimate of Need:

1. Six new desktop computers to replace end of service XP units- \$3,000
2. Rack Mounted firewall for Sheriff's Office complex- \$5,500
3. Firewalls for buildings where CJIS information is sent or obtained- 10 total- \$6,300
4. Two Factor Authentication- \$2,000
5. Stand alone Exchange Server for CJIS on users- \$16,500
6. Network Switch to replace end of life switch in one of the buildings at the Sheriff's Office- \$700
7. Enclosed server rack with cooling unit- \$2,000
8. Security Software to be used by the LASO to manage programs installed on network computers, to manage updates and virus software, and remote access computers on the network- \$4,000

9. Mobile Data Management Software- To manage smart phones that receive CJIS data. \$3.50 per user per month. Currently Approximately \$210 per month
10. Local Agency Security Officer (LASO): Addition position to serve the entire County as LASO.
11. Computer Equipment (Desktop, Laptop, Monitor)- \$1700
12. Cellular Phone- \$540 per year

Initial One-time Cost: Approximately \$42,000

Reoccurring Cost to the Sheriff's Office: \$210 per month, \$3,060 annually

Personnel Cost: \$38,000.00 to \$48,000.00 (if law enforcement certified add \$5000.00)

The figures above are solely for the Sheriff's facility and do not include other locations which we must cover. Since some of the hardware involves network systems, I had MIS Director Kevin Granata contact VC3 to see if there might be potential cost savings within the existing network by upgrading network hardware and software to avoid individual components at each facility. Here is his report:

Computers	\$3,909.28
Fire Walls: 12 ASA 5505 FIPS 140-2 Devices	\$19,609.08
Updated Domain Controller	\$7,880.91
Added Encryption to Email	\$344.75/ Month \$4,137.00/ Year
NetMotion for 70 Patrol Vehicles	\$15,054.66
2 Factor Authentication to work with NetMotion	\$11,388.71
New Switch	\$25,000
Enclosed Server rack	\$2,000
Mobile Data Management Software	\$210/ month \$3,060/ Year
LASO Computer Equipment (Desktop, Laptop)	\$1,800
 Sub-Total	 \$84,642.64

For the estimated cost on the LASO I am assuming this will be a sworn position as the CJIS Agents for SLED are sworn and will use the midpoint of \$43,000 and added the \$5,000 as indicated by Barry. That gives a salary figure of \$48,000 and using the estimated 1/3 of salary for fringes this comes to an annual expense of \$63,840.

In summary, this project will involve the following:

**Recurring salary** - \$63,840 / estimated cost for remainder of fiscal year at 4 months is \$21,280.

**Recurring expense** - \$7,197

**One time expense** - \$77,445.64

**Contingency** - \$7,500

**Total Project (using annual salary) – \$155,983**  
**Total Project (using partial salary) – \$113,423**

This is an unfunded federal mandate; however, a failure to comply would result in the loss of critical data which would bring the law enforcement and court community to a standstill. I have no option to offer other than approving funding through the use of General Fund balance as soon as possible.

I will ask Barry and Kevin to attend the next Finance Committee meeting to answer any questions the Committee might have. If you know of any in advance, please send them to me so that I can forward them to the appropriate person to make sure we can complete the research and provide concise answers.

SW

cc: Veronica Thompson, Chief Financial Officer

**SUBJECT: PASS THROUGH GRANT**

Attached are applicable pages of a Justice Assistance Grant (JAG) that Solicitor Randy Newman is applying for. Since the grant staff would be based in Lancaster County, we are the designated pass through agency.

In this case, since there are no local match dollars involved, no formal action by Council is needed. Nonetheless, we like to keep Council informed when we work with other agencies on grants. In this case, the Solicitor's Office will provide the 10% local grant match.

As always, our Finance Department will work with the grant agency on required paperwork for this grant.

Please advise if any additional information is needed.

SW

**STATE OF SOUTH CAROLINA**  
**DEPARTMENT OF PUBLIC SAFETY**  
**Office of Highway Safety and Justice Programs**  
**Justice Assistance Grant Program**

Grant #

App #

**To Be Completed by Project Director**

**Section 1**

County Name:

Other county/counties this project will serve:

**Section 2**

Grant Period:

Begin:

End:

**Section 3**

Project Title:

**Section 4**

Project Summary (max. 300 characters):

To hire two prosecutors to focus on reducing the number of pending violent crimes in Lancaster County General Sessions Court, and to ensure that violent crimes are prosecuted in a timely and efficient manner.

**Section 5**

Type of Application

a.

b. Year of Funds :

Other:(Specify)

c.

**Section 6**

a. Organization Type :

Other:(Specify)

b. U. S. Congressional District

**Section 7**

Agency DUNS number\*:  
(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: 570965242

Agency Name Sixth Circuit Solicitor's Office  
Address Post Office Box 607  
City Lancaster  
State SC

(Please use the Name/Address above instead of this field)  
Name and Address of Implementing Agency

10 Digit Zip 29721-0607  
(Area) Phone #: 803-416-9367  
(Area) Fax #: 803-286-7776

**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	\$198,964	\$23,561	\$222,525
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$29,700	\$3,300	\$33,000
Other	\$3,267	\$363	\$3,630
<b>TOTAL:</b>	<b>\$231,931</b>	<b>\$27,224</b>	<b>\$259,155</b>
b. PERCENTAGE:	90 %	10 %	100 %

**Section 9**

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS County

Other (Explain):

MATCHING FUNDS  
CATEGORIES

GRANTOR CASH TOTAL

**PERSONNEL**

SALARIES	% of Time	Quantity			
Position Title	On Project				
Violent Crimes Prosecutor	100	2	\$63,000	\$7,000	\$140,000
Violent Crimes Investigator	100	1	\$45,000	\$5,000	\$50,000
<b>TOTAL SALARIES:</b>			\$171,000	\$19,000	\$190,000

**EMPLOYER CONTRIBUTIONS (Fringe Benefits)**

% or Rate	X Base				
Social Security & Medicare (FICA)	7.65%	190,000	\$13,082	\$1,453	\$14,535
Retirement	10.6%	190,000	\$18,126	\$2,014	\$20,140
Worker's Compensation Insurance			\$0	\$0	\$0
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance	3644	3	\$9,838	\$1,094	\$10,932
Dental Insurance			\$0	\$0	\$0
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			\$0	\$0	\$0
<b>TOTAL PERSONNEL:</b>			\$198,964	\$23,561	\$222,525

**CONTRACTUAL SERVICES:**

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

	\$0	\$0	\$0
<b>TOTAL CONTRACTUAL SERVICES</b>	\$0	\$0	\$0

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

	\$0	\$0	\$0
<b>TOTAL TRAVEL:</b>	\$0	\$0	\$0

Show Section 2-A Enabled

**CATEGORIES**

**GRANTOR**

**CASH**

**TOTAL**

**PERSONNEL**

SALARIES	% of Time On Project	Quantity			
Position Title					
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
<b>TOTAL SALARIES:</b>			\$0	\$0	\$0

**EMPLOYER CONTRIBUTIONS (Fringe Benefits)**

% or Rate	X	Base			
Social Security & Medicare (FICA)	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Retirement	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Worker's Compensation Insurance	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Unemployment Insurance (on first \$7,000 only)	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Health Insurance	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Dental Insurance	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Pre-Retirement Death Benefit	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Accident Death Benefit (Police Officers)	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
Other Employer Contributions (Itemize)	<input type="text"/>	<input type="text"/>	\$0	\$0	\$0
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			\$0	\$0	\$0
<b>TOTAL PERSONNEL:</b>			\$0	\$0	\$0

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

<input type="text"/>	\$0	\$0	\$0
<b>TOTAL TRAVEL:</b>	\$0	\$0	\$0

**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			
Computer System	3	\$1,350	\$150	\$4,500
SUV & Accessories (per state contract pricing)	1	\$21,600	\$2,400	\$24,000
Training & Registration Fees	3	\$1,350	\$150	\$4,500
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
<b>TOTAL EQUIPMENT:</b>		<b>\$29,700</b>	<b>\$3,300</b>	<b>\$33,000</b>

**Other:**

Office Supplies	3	\$180	\$20	\$600
Video Camera	1	\$675	\$75	\$750
Digital Camera	1	\$540	\$60	\$600
Cell Phone	3	\$180	\$20	\$600
Cell Phone Service	3	\$324	\$36	\$1,080
<b>TOTAL OTHER:</b>		<b>\$3,267</b>	<b>\$363</b>	<b>\$3,630</b>

## 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:

**Investigator:** One Violent Crimes Investigator dedicated exclusively to the investigations of Violent Crimes cases filed in the General Sessions Court of Lancaster County. The duties will include assisting Prosecutors, serving subpoenas, locating and interviewing witnesses, assisting with trial preparation.

**Prosecutor:** Two full time Violent Crime Prosecutors dedicated exclusively to the prosecution of Violent Crimes filed in the General Sessions Court of Lancaster County. The duties will include working on pending cases, preparing for trials, conducting trials, contacting victims, conducting bond hearings, conducting pleas, conducting other hearings necessary to prosecute Violent Crimes.

### FRINGE BENEFITS:

Employer's Costs of health, dental, and vision insurance, SC Retirement and Social Security benefits for employee (s).

### EQUIPMENT:

**Computer System:** Three computer systems to include monitor, speakers, cable, etc. To be used by Violent Crimes Investigator and two Violent Crimes Prosecutors to process reports on cases, investigative reports, prepare trial aids, prepare case notes, and any other reports to assist with the prosecution of Violent Crimes.

**SUV & Accessories:** (1) Vehicle to be used by the Violent Crimes Investigator.

**Training & Registration Fees:** To be used to pay for approved training courses offered to Violent Crime Investigators and Violent Crime Prosecutors in order for Investigator and Prosecutors to keep updated on changes within Violent Crime Laws, as well as changes related to trial advocacy.

### OTHER:

**Office Supplies:** For the Investigator and Prosecutors to use in the fulfillment of daily clerical duties. ( For example: paper, pens, files, stapler, etc.)

**Video Camera:** To be used by the Violent Crimes Investigator to film crime scenes, take video statements, and in any other ways to assist with the prosecution of Violent Crimes.

**Digital Camera:** To be used by the Violent Crimes Investigator to take photographs of crime scenes, and other evidence needed.

**BUDGET NARRATIVE (Continued)**

GRANT NO.

### 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  Ending

2. Audit will be submitted to Accounting - Grants by:   
(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.

In October 2014, Lancaster City located in Lancaster County, was named the 2nd most dangerous city in South Carolina. (see <http://www.homesecuritysheild.org/news/20-most-dangerous-cities-in-south-carolina/>) The amount of criminal cases, including violent crimes (defined below), filed in Lancaster County has increased since 2011. From 2011 - 2014, Lancaster County had approximately: 26 Murder/Homicide/ Manslaughter Cases, 175 Armed Robbery Cases, 2711 Burglary Cases, 35 Kidnapping Cases, 39 Arson Cases, 305 Sex Crime Cases ( including Rape and Sexual Conduct, etc.), 213 Weapon Violation Cases, 1662 Drug Cases and 600 Assault Cases ( including Attempted Murder, CDV HAN, Aggravated Assault, etc.).

The Sixth Circuit Solicitor's Office is responsible for the prosecution of criminal offenses within the Sixth Judicial Circuit which consists of Chester, Fairfield and Lancaster Counties with an estimated population of 136,145 (see attachment 1, pages 12,20,and 29) The Sixth Circuit has the smallest population in South Carolina. The Circuit is located in the Midlands and Upstate of South Carolina, beginning several miles north of the City of Columbia, SC and ending at North Carolina Border several miles south of the City of Charlotte, NC. Lancaster County is the most populous county in the Circuit with an estimated population of 80, 458. From 1990 to 2010 Lancaster County has grown at an estimated rate of 40.6%, and continues to steadily grow as Lancaster County has become a suburb of Charlotte, NC (see Attachment 1, page 29).

The Sixth Circuit Solicitor's Office currently consists of a 19 member staff that includes the elected Solicitor who heads the agency. There is one office located in Fairfield County, one office in Chester County, and one office in Lancaster County. Each office generally is responsible for the prosecution of criminal offenses committed within their respective county. The Lancaster County Office Currently consists of the (1) Elected Solicitor, (4) Assistant Solicitors, (1) Pre-Trial Intervention Director, (1) Investigator, and (1) Paralegal/ Victim's Advocate.

As the population of Lancaster County has increased, the amount of criminal cases has increased. An average of 1893 new criminal cases are filed each year in the Lancaster County Court of General Sessions, and there are currently approximately 4307 cases pending as of the end of the 2013 Fiscal Year (see attachment 2 and 3). Many murder, rape, and other serious cases have been pending for more than one year. Given the growing number of criminal cases, the Lancaster Office has confronted the problem by focusing on the prosecution of violent crime cases. In 2014, the Lancaster Office succeeded in resolving 9 murder cases, and dozens of other violent crimes from Burglary to Sex Crimes.

Unfortunately, there are only two full time prosecutors and one part time prosecutor assigned exclusively to the prosecution of criminal cases in General Sessions Court in Lancaster, and no full time prosecutors assigned exclusively to violent crime cases. There are two other full time prosecutors in the Lancaster Office that are assigned misdemeanor cases in the lower courts, and some cases in General Sessions Court. This results in an average caseload of approximately 378 cases per prosecutor, which is well above the national average caseload per prosecutor (see attachment 2). There is also only one investigator for the entire circuit, significantly limiting the investigator in ability to assist with the prosecution of violent crimes in Lancaster County.

Although progress has been made, the increasing number of cases, and average number of cases per prosecutor have led to many violent crimes to go unresolved for several months to several years. As the age of the case increases it becomes more likely the person charged will receive a bond, and in many cases will commit additional crimes. Furthermore, as the age of a case increases, the harder it becomes to prosecute. The delay in prosecuting violent crimes has had a negative impact on the spirit of the community and has compromised their faith in the criminal justice system. However the greatest impact of an aging case is the victim of the violent crime. Delays in the resolution of violent crimes cause victims to suffer emotional anguish, fear, and they too lose faith in the system designed to protect them.

As the amount of violent criminal cases filed in Lancaster County increase, the need for additional full time prosecutors, and a full time investigator is necessary to ensure that the cases be resolved in a timely manner.

According to the SC Code of Laws as amended, SECTION 16-1-60 violent crimes have been defined as follows:

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.

## 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 decrease the amount of violent crime in Lancaster County through significantly decreasing the time in which a case is resolved through increased resources, to improve the prosecution rate for violent crimes, to improve the quality of violent crime cases through additional investigation, and to increase the number of prosecutors with specialization in the area of prosecuting violent crimes.

### Specific Plan

The Following tasks and activities will be employed to decrease the amount of violent crime in Lancaster County.

1. To increase their knowledge and skills, the Violent Crime Prosecutors and Violent Crime Investigator will attend specialized training in violent crimes, trial preparation, and trial advocacy.
2. The grant-funded Prosecutors and Investigator will spend all of their time on violent criminal cases.
3. Prosecutors will be responsible for ensuring that new violent criminal cases are resolved as quickly as possible either by trial, guilty plea, or dismissal when appropriate.
4. Prosecutors will look over older violent criminal cases and asses possible resolutions.
5. Prosecutors will constantly keep in contact with victims, and seek their input in the resolution of violent criminal cases.
6. The Investigator will be involved in serving subpoenas, locating and contacting witnesses and victims, conducting additional investigation on certain cases, and assisting prosecutors in effectively resolving violent criminal cases.
7. The Investigator will work with law enforcement with law enforcement on investigations of violent criminal cases.

## PROGRAM NARRATIVE

**PROJECT OBJECTIVE(S):** Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

Project objectives of the Violent Crime Prosecutors

1. Increase the Prosecutor's knowledge and skills in resolving violent criminal cases.
2. Decrease the number of violent criminal cases dismissed through enhanced case preparation, availability, and knowledge.
3. Decrease the amount of time it takes for a violent criminal case to get resolved.
4. Decrease the amount of repeat violent crime offenders through convictions.

Project objectives of the Violent Crime Investigator

1. Increase the Investigator's knowledge and skills in conducting violent crime investigations.
2. Decrease the amount of time it takes for a violent criminal case to get resolved through providing general support to prosecutors.
3. Decrease the amount of violent criminal cases dismissed by assisting prosecutors with locating victims, witnesses, and further investigation of cases.
4. Coordinate with law enforcement on investigations of violent criminal cases to ensure that prosecutors have information needed to effectively resolve cases.

## PROGRAM NARRATIVE

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are 5 objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

### Performance Indicators for the Violent Crime Investigator

1. The investigator will attend training seminars and records will be maintained.
2. Statistical data will be maintained on disposition of violent criminal cases and compared to data compiled from previous years.
3. The Investigator will develop quarterly reports indicating the number of violent cases that he or she has assisted with, and in what capacity he or she has assisted. (Example: called victims, took photographs, served subpoenas, etc.)
4. The investigator will create quarterly reports containing plans to increase efficiency in the prosecution of violent criminal cases. The investigator will also meet with law enforcement, and prosecutors quarterly to discuss the reports.
5. The investigator will maintain a copy of all of the quarterly reports.

### Performance Indicators for the Violent Crime Prosecutors

1. The prosecutors will attend training seminars and records will be maintained.
2. Statistical data will be maintained on disposition of violent criminal cases and compared to data compiled from previous years.
3. The prosecutors will develop quarterly reports indicating the number of violent cases that he or she has resolved, and the reasoning for a certain resolution of a case. ( ex: Case pled to lesser offense because lack of sufficient evidence)
4. The Prosecutors will create quarterly reports containing plans to increase efficiency in the prosecution of violent criminal cases. The Prosecutors will also meet with law enforcement, and the investigator quarterly to discuss the reports.
5. The Prosecutors will maintain a copy of all of the quarterly reports.

## PROGRAM NARRATIVE

**PROJECT EVALUATION:** This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

1. The evaluation of this grant will be conducted by the Project Director, who will compile information on all violent criminal cases filed in Lancaster County. Information on each case will include the following: investigator/prosecutor assigned, date case filed, and disposition of case. Comparisons between current and past statistics will be made through the compilation of this data in order to determine progress.

2. The prosecutors/ investigator will document all training received.

3. Records of all meetings and reports will be kept and reviewed by investigator, prosecutors, and the project director in order to determine what if any changes need to be made.

4. The project director will compile and submit progress reports as well as the year-end evaluation report.



January 21, 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 January 1, 2015.

Effective January 16<sup>th</sup>, the following broadcaster multicast programming changes took place: In the Columbia DMA, WIS D2 This TV changed programming to Bounce TV and WIS D3 changed from Bounce TV to Grit TV. In the Florence-Myrtle Beach DMA, WMBF D3 This TV changed programming to Grit TV.

On or about January 20<sup>th</sup>, WLTX D2 Weather Radar will change programming to The Justice Network in the Columbia DMA. On or after January 28<sup>th</sup>, OnTWC on channel 1998 will no longer be available.

On or after February 2<sup>nd</sup>, Events IN DEMAND3 Channel 662 will move to Channel 1842.

On or after February 19<sup>th</sup>, NuvoTV (SD & HD) will be made available on channel 169, in addition to its current position on channel 900. Also on this date, MLS Direct Kick sports package will no longer be available on channels 775-783.

On or after March 15<sup>th</sup>, 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.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

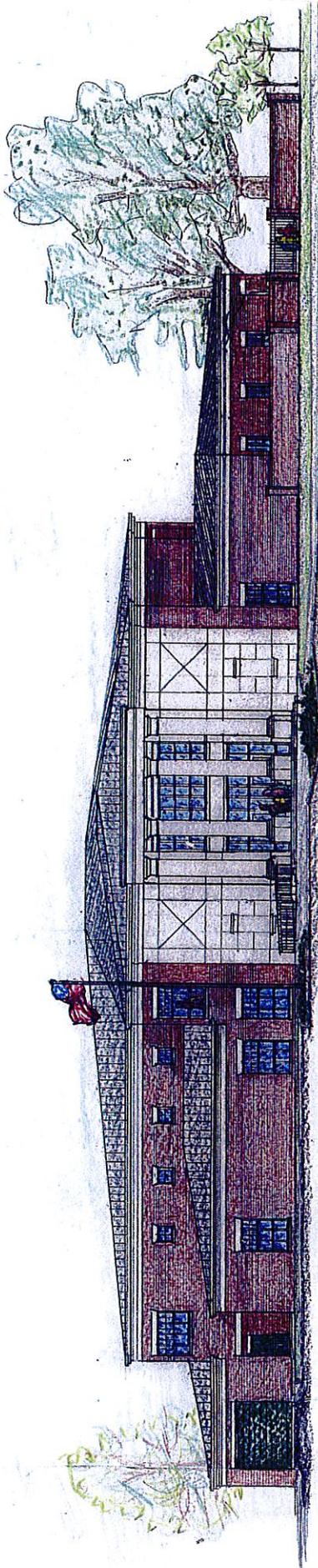
Sincerely,

Ben Breazeale  
Director of Government Relations  
Time Warner Cable, South Carolina

**SUBJECT: LIBRARY INFORMATION**

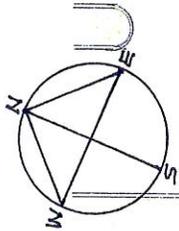
Councilman McCullough requested some documentation related to the Library at a recent Board meeting. It is provided for all Council members.

SW

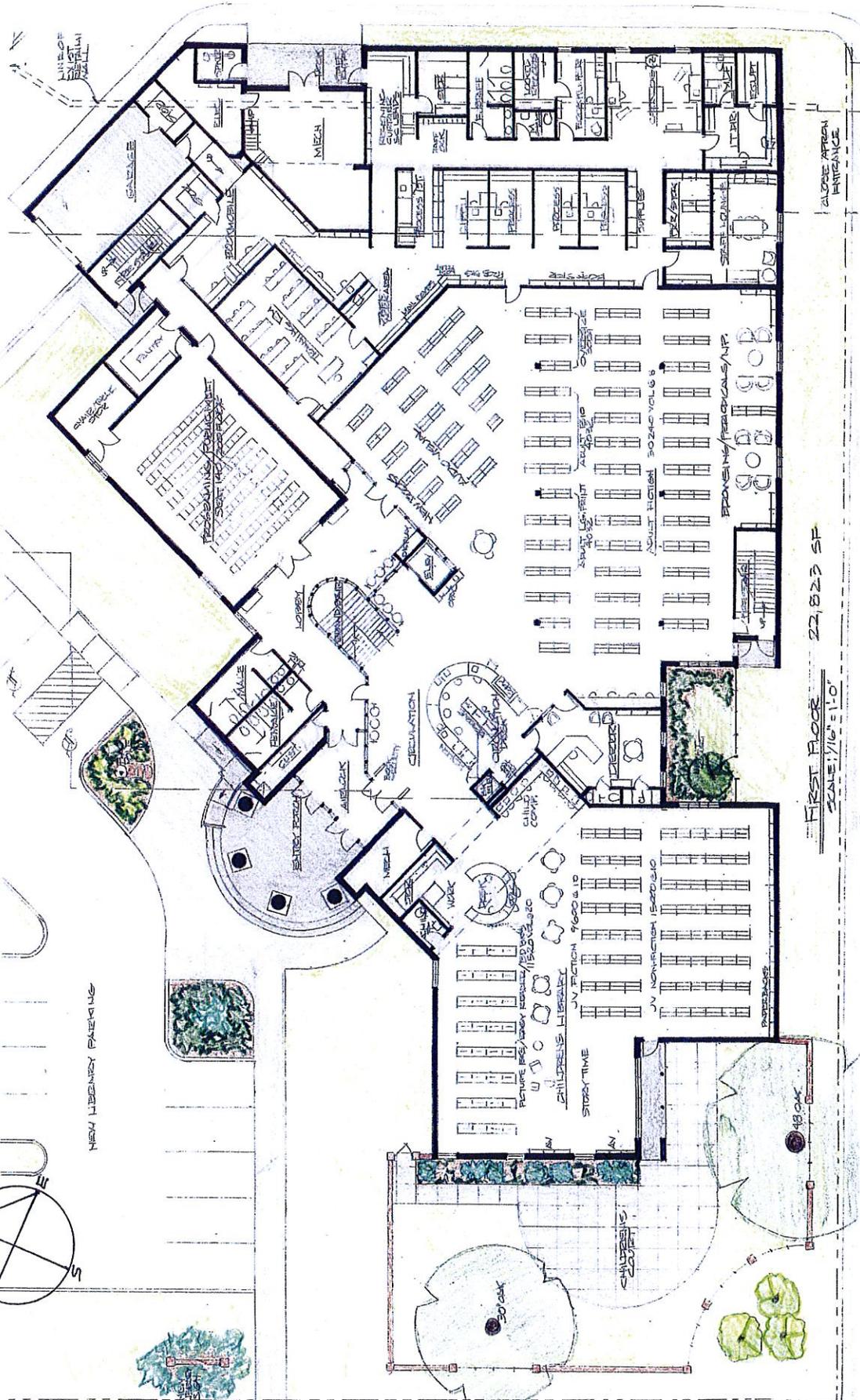


FRONT ENTRY ELEVATION FROM WHITE ST (EAST)

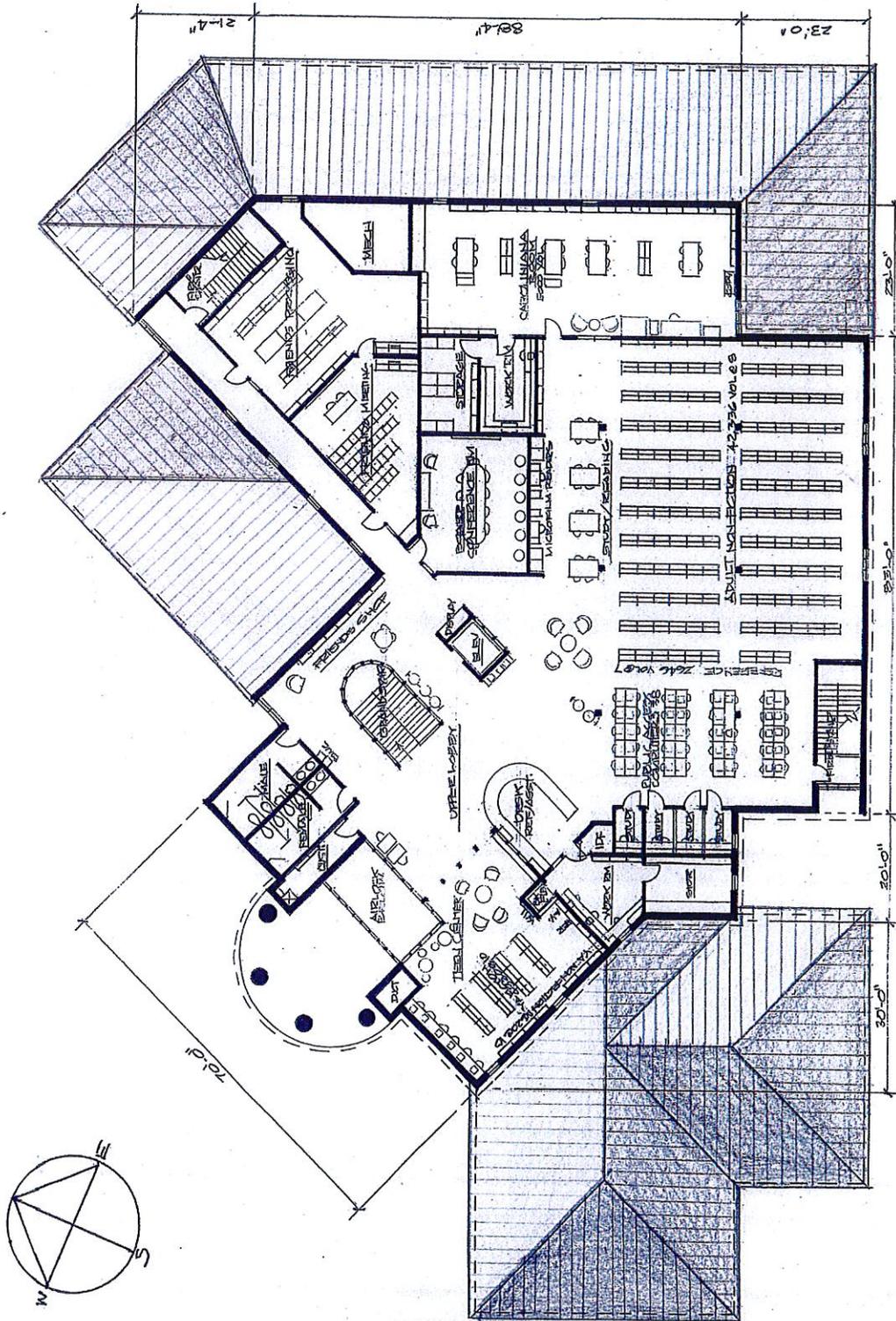
LANCASTER COUNTY LIBRARY HEADQUARTERS  
LANCASTER, SC



NEW LIBRARY PATIOWS



FIRST FLOOR 22,823 SF  
SCALE: 1/8" = 1'-0"



14,912 SF  
**SECOND FLOOR**  
 SCALE: 1/16" = 1'-0"

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

April 15, 2014

## LANCASTER COUNTY LIBRARY SYSTEM Library Building Program Budget

A. LANCASTER COUNTY LIBRARY HEADQUARTERS New Library Facility including demolition of existing facility	\$10,785,000.00
B. KERSHAW BRANCH LIBRARY Alterations/Additions	\$ 1,329,000.00
C. DEL WEBB LIBRARY at INDIAN LAND Minor Alterations/Additions	\$ 614,000.00
D. RELOCATION COST	\$ 50,000.00
E. CONTINGENCY	<u>\$ 50,000.00</u>
<b>TOTAL BUDGET:</b>	<b>\$12,828,000.00</b>

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

A

April 8, 2010

## LANCASTER COUNTY LIBRARY SYSTEM

### **LANCASTER COUNTY LIBRARY HEADQUARTERS:**

New Library Facility including demolition of existing facility

Construction Budget Estimate Figures:

1. Demolition of Existing Facility (See Abatement below):	\$ 30,000.00
2. New Construction 45,646 SF @ \$200/SF:	\$ 9,129,200.00
3. Fire Suppression System:	\$ 115,000.00
4. New Furniture/Shelving/Equipment @ \$20/SF:	\$ 754,700.00
5. Site Work:	
a. Full Pool Excavation:	\$ 34,700.00
b. New Retaining Wall along Market Street	\$ 17,000.00
6. Expanded Parking Area, New Entry Drive, Curb & Gutter and Sidewalks:	<u>\$ 75,300.00</u>
Estimated Construction Cost:	\$10,155,900.00
Estimated A/E Fee:	<u>\$ 507,800.00</u>
<b>Total Construction Budget Estimate:</b>	<b>\$10,663,700.00</b>

Budget Expenses outside Construction Cost: \$ 75,800.00

Abatement: \$ 45,500.00

**GRAND TOTAL ESTIMATE: \$10,785,000.00**

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

A

April 8, 2014

## LANCASTER COUNTY LIBRARY SYSTEM: Lancaster County Library Headquarters New Construction

Budget Expenses Outside of Construction Costs and A/E Fees:

1. Consultant Engineering:		
a. Civil Engineering:	\$35,000.00	
b. Fire Suppression:	\$10,000.00	
		<u>                    </u>
Sub-Total:		\$45,000.00
2. Site Investigation/Testing:		
a. Asbestos Survey:	\$ 3,000.00	
b. Soil Borings:	\$ 4,200.00	
c. DHEC Clearance:	\$ 1,600.00	
d. Material Testing:	\$ 9,000.00	
		<u>                    </u>
Sub-Total:		\$17,800.00
3. A/E Co-ordination of above items 1 and 2 @ 10%:	\$ 6,000.00	
Sub-Total:		<u>                    </u>
		\$ 6,000.00
4. Bid Documents Reproduction Costs:	\$ 7,000.00	
Sub-Total:		<u>                    </u>
		\$ 7,000.00
 Total for Items 1, 2, 3 and 4:		 <u>                    </u>
		\$75,800.00
 Abatement (worst case scenario could be as high as \$70,000):		 \$45,500.00

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

B

April 7, 2010  
Revised April 15, 2014

**LANCASTER COUNTY LIBRARY SYSTEM**  
**KERSHAW BRANCH LIBRARY**  
**Alterations/Additions**

Budget Estimate Figures:

1. Alterations to Existing Facility:	\$ 20,000.00
2. Millwork (Built-In Cabinetry) changes at existing and re-located Circulation Desk:	\$ 8,000.00
3. New Entry; Meeting Room; Adult, Teen and Children Additions: 4,912 SF @ \$180/SF	\$884,000.00
4. New Furniture/Shelving for Addition @ \$15/SF:	\$ 74,000.00
5. Re-Roofing of existing roof:	\$ 174,000.00
6. New Mechanical (existing):	\$ 60,000.00
7. Expanded Parking Area:	<u>\$ 20,000.00</u>
Estimated Construction Cost:	\$1,240,000.00
Estimated A/E Fee:	<u>\$ 73,000.00</u>
<b>Total Budget Estimate:</b>	<b>\$1,313,000.00</b>
 Budget Expenses outside Construction Cost:	 \$ 11,000.00
Abatement:	\$ 5,000.00
<b>Grand Total Estimate:</b>	<b>\$1,329,000.00</b>

**JAMES, DuRANT, MATTHEWS & SHELLEY,  
INC.**

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

**B**

April 7, 2010  
Revised March 24, 2014

**LANCASTER COUNTY LIBRARY SYSTEM:  
Kershaw Branch Library Alteration/Addition**

Budget Expenses Outside of Construction Costs and A/E Fees:

1. Consultant Engineering:		
c. Civil Engineering:		\$ 3,000.00
	Sub-Total:	<u>\$ 3,000.00</u>
2. Site Investigation/Testing:		
a. Asbestos Survey:		\$ 1,000.00
b. Soil Borings:		\$ 2,000.00
c. Material Testing:		\$ 2,000.00
	Sub-Total:	<u>\$ 5,000.00</u>
3. A/E Co-ordination of above Items 1 & 2 @ 10%:		\$ 800.00
		<u>\$ 800.00</u>
4. Bid Documents Reproduction Costs:		\$ 2,200.00
	Sub-Total:	<u>\$ 2,200.00</u>
Total for Items 1, 2, 3 and 4:		<u>\$11,000.00</u>
Abatement (minimal if required):		\$ 5,000.00

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

C

April 7, 2010  
Revised April 15, 2014

**LANCASTER COUNTY LIBRARY SYSTEM**  
**DEL WEBB LIBRARY AT INDIAN LAND:**  
**Minor Alterations/Additions**

Budget Estimate Figures:

1. Create air/sound lock at Entry:	\$ 16,900.00
2. Alterations at existing Meeting Room exterior wall:	\$ 4,000.00
3. Create New Friends space in existing Meeting Room:	\$ 3,500.00
4. Alteration to existing Staff Work Area:	\$ 2,000.00
5. Alteration to existing Friends area to expand Library collection:	\$ 1,500.00
6. Convert Reading Court into enclosed Storytime Area:	\$ 47,440.00
7. New Programming/Meeting Room Addition with Lobby, Toilets, Kitchenette and Chair/Table Storage: 2,296 SF @ \$210/SF:	\$482,160.00
8. New Furniture and Equipment for Programming/Meeting Addition:	\$ 6,800.00

Estimated Construction Cost: \$564,300.00

Estimated A/E Fee: \$ 36,100.00

**Total Budget Estimate: \$600,400.00**

Budget Expenses outside Construction Cost: \$ 13,600.00

**GRAND TOTAL ESTIMATE: \$614,000.00**

# JAMES, DuRANT, MATTHEWS & SHELLEY, INC.

ARCHITECTURE – PLANNING – INTERIOR DESIGN

W. Daniel Shelley, RA-AIA, NCARB, ASID

C

April 7, 2010  
Revised April 8, 2014

## LANCASTER COUNTY LIBRARY SYSTEM: Del Webb Library at Indian Land Minor Alterations/Additions

Budget Expenses Outside of Construction Costs and A/E Fees:

1. Consultant Engineering:		
d. Civil Engineering:		\$ 6,000.00
	Sub-Total:	<u>\$ 6,000.00</u>
2. Site Investigation/Testing:		
a. Soil Borings:		\$ 2,000.00
b. Material Testing:		\$ 2,000.00
	Sub-Total:	<u>\$ 4,000.00</u>
3. A/E Co-ordination of above Items 1 & 2 @ 10%:		\$ 1,000.00
		<u>\$ 1,000.00</u>
5. Bid Documents Reproduction Costs:		\$ 2,600.00
	Sub-Total:	<u>\$ 2,600.00</u>
Total for Items 1, 2, 3 and 4:		<u>\$13,600.00</u>

# MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, February 9 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Wednesday, February 18 <sup>th</sup>		SCAC Annual Mid Year Conference Columbia
Saturday, February 21 <sup>st</sup>	7:30 p.m.	The Letterman Bundy Auditorium
Monday, February 23 <sup>rd</sup>	6:30 p.m.	Regular Council Meeting
Thursday, February 26 <sup>th</sup>	6:30 p.m.	Presentation on Potential Dave Lyle Blvd. Expansion
Monday, March 9 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Monday, March 23 <sup>rd</sup>	6:30 p.m.	Regular Council Meeting
Thursday, April 9 <sup>th</sup>	11:30 – 1:30 p.m.	County Government Month – Employee Lunch Historic Courthouse
Monday, April 13 <sup>th</sup>	6:30 p.m.	Regular Council Meeting
Thursday, April 23 <sup>rd</sup>	4-6 p.m.	Lancaster County Birthday Celebration
Monday, April 27 <sup>th</sup>	6:30 p.m.	Regular Council Meeting

- 1<sup>st</sup> Thursday of each month ..... 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
- 1<sup>st</sup> Thursday of each month ..... 6:00 p.m. ... Planning Commission work session, County Council Chambers
- 2<sup>nd</sup> Tuesday of each month ..... 6:30 p.m. ... Zoning Appeals Board, County Council Chambers
- 2<sup>nd</sup> 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
- 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) ..... 12 noon ..... Health & Wellness Comm., various locations
- 3<sup>rd</sup> Thursday of each month ..... 6:30 p.m. ... Community Relations Commission, County Council Chambers
- 3<sup>rd</sup> Tuesday of each month ..... 6:30 p.m. ... Planning Commission, County Council Chambers
- Quarterly (2<sup>nd</sup> Monday -March , June, Sept, Dec.) ..... 6:30 p.m. Airport Commission, Airport Conference Room