

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2023-1858

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY'S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO.

**WHEREAS**, the County Council of Lancaster County (the "**County Council**"), the duly elected governing body of Lancaster County, South Carolina ("**County**"), is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), "[t]o establish, operate, and maintain a system of fire protection" within the County.

**WHEREAS**, pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011 (together, the "**Fire Ordinance**"), the County previously established the Pleasant Valley Fire Protection District (the "**PV Fire District**") and the Indian Land Fire Protection District (the "**IL Fire District**" and together with PV Fire District, the "**Fire Districts**").

**WHEREAS**, the Fire Districts (a) were each established as county fire service areas under the Enabling Act; (b) currently provide fire protection services within defined areas (as described in the their respective creation ordinances); (c) are each governed by a fire commission consisting of five members, including the respective fire chief; and (d) each impose fees or charges for fire service within their respective service areas.

**WHEREAS**, the County Council seeks to restructure the organization of fire services in the County by unifying the Fire Districts into a single, unified fire service area under the Enabling Act (the "**Consolidation**"), which shall be reconstituted as the "Indian Land Consolidated Fire Protection District" (the "**Indian Land Fire District**"). The County Council has determined that the Consolidation will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; and (f) more effectively and equitably spread the cost of fire services throughout the County.

**WHEREAS**, the naming conventions for all existing fire station facilities and equipment may be initially be sustained, but are later intended to be updated, revised or amended to denote the Indian Land Fire District as may be determined from time to time by County Council.

**WHEREAS**, the County Council has determined to amend and restate the Fire Ordinance in its entirety, as now codified at Chapter 14, Article VI of the County's Code of Ordinances, in order to implement the Consolidation.

**WHEREAS**, as of the date hereof, there is currently outstanding \$\_\_\_\_\_ of the original principal amount \$1,935,000 General Obligation Bond (Pleasant Valley Fire Protection District), Series 2015B (the “*Outstanding GO Bond*”) maturing on March 1, 2030.

**WHEREAS**, the Outstanding GO Bond was issued for the benefit of PV Fire District, and, absent the consent of the holder thereof, is not subject to optional redemption until March 1, 2025.

**WHEREAS**, as a result of the Consolidation, the County Council has determined to effect a cash defeasance (or negotiated redemption, as applicable) of the Outstanding GO Bond with available unrestricted monies in the general fund.

**WHEREAS**, the funds necessary to pay to legally defease the Outstanding GO Bond on or around September [15], 2023 are not currently budgeted in the fiscal year 2023-2024 annual budget, and the Consolidation, generally, will require a Budget Amendment (as defined herein) to duly and properly authorize the defeasance and/or redemption of the Outstanding GO Bond and to fund the ongoing operations of the Indian Land Fire District.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL**, as follows:

**Section 1      Recitals.** Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Indian Land Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

**Section 2      Generally.** This Ordinance is intended to amend and restate the Fire Ordinance in its entirety, and this Ordinance shall be controlling in all cases.

**Section 3      Amendment of Chapter 14, Article VI of the County’s Code of Ordinances.** The Fire Ordinance, as codified in the County’s code of ordinances at Chapter 14 – “Fire Prevention and Protection”, Article VI – “Fire Protection Districts”, Division 1 – “Pleasant Valley Fire Protection District” and Division 2 – “Indian Land Fire Protection District” shall be amended and restated in its entirety, as follows:

## **Chapter 14 – FIRE PREVENTION AND PROTECTION**

### **Article VI – Fire Protection Districts**

#### **Division 1 – Indian Land Consolidated Fire Protection District**

#### **Sec. 14-131. Findings of Fact.**

As an incident to the enactment of this article, Lancaster County, South Carolina (the “county”), the County Council of Lancaster County, the governing body of the county (the “council”), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within communities generally known as Indian Land and Pleasant Valley.

(1) Pursuant to the provisions of the Title 4, Chapter 19 of the Code of Laws of the South Carolina 1976, as amended (the “Enabling Act”), the council is empowered to establish, operate, and maintain a system of fire protection within designated areas of the county in order to provide the residents and property owners who reside and own property located within the designated areas with fire protection services.

(2) Pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance 1083 dated February 1, 2011, the council previously established the Pleasant Valley Fire Protection District and the Indian Land Fire Protection District within the county (together, the “Fire Districts”).

(3) The county seeks to restructure the organization of fire services in certain unincorporated parts of the county by unifying the Fire Districts into a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the county; and (f) more effectively and equitably spread the cost of fire services throughout the county.

(4) Pursuant to Ordinance No. \_\_\_\_, dated August 14, 2023 (the “Consolidation Ordinance”), the Fire Districts are hereby unified and reconstituted into a single fire service area (the “Consolidation”) established and reconstituted thereby to be known as the “Indian Land Consolidated Fire Protection District” (the “Indian Land Fire District”).

#### **Sec. 14-132. Establishment.**

By this division, council hereby establishes the Indian Land Consolidated Fire Protection District pursuant to the Enabling Act.

#### **Sec. 14-133. Service Area.**

(a) The area to be included in the Indian Land Fire District is described below, and a map of such area shall be kept and retained by the council and made available

upon request [TO BE UPDATED].

Beginning at the point of the intersection of the centerline of Stacy Howie Road and the North Carolina state line, going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of the intersection of the boundary of Lancaster County, York County and the State of North Carolina, then generally southward along the boundary of Lancaster County and York County to the point of the intersection of the southern boundary line of the property now or formerly owned by Dennis Mac Wilkerson, TMS No. 0011-00-008-00, then generally eastward along the southern boundary line of the Wilkerson property and the following properties: (1) along the southern and then eastern boundary of the property now or formerly owned by Bobby R. and Alice M. Barbee, TMS No. 0010-00-044-03; (2) then along the eastern boundary of the property now or formerly owned by Timothy Wayne Wilkes, TMS No. 0010-00-044-08; (3) then along the eastern boundary of the property now or formerly owned by William D. and Brandy N. Hensley, TMS No. 0010-00-044-14; (4) then along the eastern boundary of the property now or formerly owned by Brent Campbell, TMS No. 0010-00-044-00; (5) then along the eastern boundary of the property now or formerly owned by Peter and Sandra Ovalle Gueldner, TMS No. 0010-00-044-16; (6) then along the southern boundary of the property now or formerly owned by Brian L. and Jullian Bute Hanson, TMS No. 0010-00-046-01; (7) then along the southern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-08; (8) then along the southern and then eastern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-07; (9) then along the southern boundary of the property now or formerly owned by Longbrooke, LLC, TMS No. 0010-00-045-04; (10) then along the southern boundary of the property now or formerly owned by M.R. Ross, TMS No. 0010-00-037-00 to the centerline of U.S. 521 (Charlotte Highway); (11) then south along the centerline of U.S. 521 (Charlotte Highway); (12) then crossing east on U.S. 521 (Charlotte Highway) at the point of the southern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (13) then along the southern and then eastern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (14) then along the southern boundary of the property now or formerly owned by Hans L. Lengers IX, LLC, TMS No. 0010-00-025-00; (15) then along the southern boundary of the property now or formerly owned by Thomas Reid Merritt, TMS No. 0010-00-024-00 to the intersection of the centerline of Collins Road; (16) then northeasterly along the centerline of Collins Road to the intersection of the centerline of Henry Harris Road; (17) then southward along the centerline of Henry Harris Road to the intersection of the centerline of Stacy Howie Road; (18) then generally northeast along the centerline of Stacy Howie Road to the point of beginning.

Beginning at the point of the intersection of the boundary of Lancaster County and York County and the southern boundary line of the property now or formerly

owned by Dennis Mac Wilkerson, TMS No. 0011-00-008-00, then generally eastward along the southern boundary line of the Wilkerson property and the following properties: (1) along the southern and then eastern boundary of the property now or formerly owned by Bobby R. and Alice M. Barbee, TMS No. 0010-00-044-03; (2) then along the eastern boundary of the property now or formerly owned by Timothy Wayne Wilkes, TMS No. 0010-00-044-08; (3) then along the eastern boundary of the property now or formerly owned by William D. and Brandy N. Hensley, TMS No. 0010-00-044-14; (4) then along the eastern boundary of the property now or formerly owned by Brent Campbell, TMS No. 0010-00-044-00; (5) then along the eastern boundary of the property now or formerly owned by Peter and Sandra Ovalle Gueldner, TMS No. 0010-00-044-16; (6) then along the southern boundary of the property now or formerly owned by Brian L. and Jullian Bute Hanson, TMS No. 0010-00-046-01; (7) then along the southern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-08; (8) then along the southern and then eastern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-07; (9) then along the southern boundary of the property now or formerly owned by Longbrooke, LLC, TMS No. 0010-00-045-04; (10) then along the southern boundary of the property now or formerly owned by M.R. Ross, TMS No. 0010-00-037-00 to the centerline of U.S. 521 (Charlotte Highway); (11) then south along the centerline of U.S. 521 (Charlotte Highway); (12) then crossing east on U.S. 521 (Charlotte Highway) at the point of the southern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (13) then along the southern and then eastern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (14) then along the southern boundary of the property now or formerly owned by Hans L. Lengers IX, LLC, TMS No. 0010-00-025-00; (15) then along the southern boundary of the property now or formerly owned by Thomas Reid Merritt, TMS No. 0010-00-024-00 to the intersection of the centerline of Collins Road; (16) then northeasterly along the centerline of Collins Road to the intersection of the centerline of Henry Harris Road; (17) then southward along the centerline of Henry Harris Road to the intersection of the centerline of Stacy Howie Road; and (18) then generally northeast along the centerline of Stacy Howie Road to its intersection with the North Carolina state line.

The eastern boundary of the Indian Land Fire Protection District is described as follows: From the centerline of Stacy Howie Road and its intersection with the North Carolina state line, then going generally southward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the center line of Niven Road.

The southern boundary of the Indian Land Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its

intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the Southern Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson, Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet, Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS

No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc.; TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County.

The western boundary of the Indian Land Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County, then going generally northward along the boundary of Lancaster County and York County to the point of beginning of the northern boundary of the Indian Land Fire Protection District.

(b) The county fire service and rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Indian Land Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 14-136 below.

#### **Sec. 14-134. Administration; Bylaws; Assets; Authorization.**

- (a) The county hereby creates the “county fire service and rescue division”, which shall be operated as an administrative division of the County. The county fire service and rescue division shall represent, manage, and control the Indian Land Fire District.
- (b) At the discretion of the county administrator, and in consultation with the Indian Land Fire Advisory Board (as defined and described in Sec. 14-135 herein), there may be created bylaws for the Indian Land Fire District regarding its operation.
- (c) All fire-related assets (real property, personal property, cash, investments or technology) of the Indian Land Fire District shall be controlled by and titled in the name of the county. To the extent any assets are listed in the name of the Indian Land Fire District or any other no longer-existing Fire District, the county, acting through the county administrator, is authorized to undertake all necessary actions to effect the proper transfer of any such assets to the county.

## **Sec. 14-135. Advisory Board**

- (a) The county hereby creates the “Indian Land Fire Advisory Board” (the “Advisory Board”). The Advisory Board shall consist of [seven] members, [three] of whom shall be residents of the area formerly served by the Pleasant Valley Fire Protection District (as previously created by Ordinance No. 724 dated February 27, 2006, which is now repealed) and, [four] of whom shall be residents of the area formerly served by the Indian Land Fire Protection District (as previously created by Ordinance No. 1083 dated February 1, 2011, which is now repealed) of the County Council (together, the “Members”).
- (b) Members
  - (i) The Members shall be appointed by the council. In order to qualify as a Member or a successor Member, each such person (1) shall be a resident elector in the county, and (2) reside within the areas in subsection (a) above.
  - (ii) The Members shall be appointed to a single term that expires on December 31, 2025.
  - (iii) The council may suspend, expel or terminate any Member for any reason.
  - (iv) Any Member may resign, at any time, by delivering written notice to the council or the President (as described below), as the presiding officer of the Advisory Board.
  - (v) Any Member of the Advisory Board who shall be absent from 50% or more of the meetings of the Advisory Board during any 12-month period shall be deemed to have forfeited their membership on the Advisory Board, and shall be deemed to have automatically resigned from the Advisory Board.
  - (vi) Vacancies, for any reason, on the Advisory Board for service of an unexpired term of an initial Member or any regular Member shall be filled in the same manner as their original appointment.
- (c) Sunset. The Advisory Board is considered a transitional organization, which has been established to assist the council in the Consolidation and the initial operations and activities of the Indian Land Fire District. Upon the expiration of the initial term of the Members on December 31, 2025 (as provided in Section 14-135(b)(ii) above, the Advisory Board shall be dissolved and disbanded. Thereafter,



beginning on January 1, 2026, the entirety of this Section 14-135 shall be of no force or effect, and shall be considered “Reserved” in a manner consistent with Chapter 14, Article VI, Division II herein below.

(d) Members – Generally.

- (i) Each Member shall be entitled to one vote on each matter submitted to or considered by the Advisory Board.
- (ii) Members of the Advisory Board shall serve without pay; however reasonable travel and other incidental expenses may be provided upon approval of county staff. Written documentation of any expenses and reimbursement shall be submitted on forms provided by the county. Further any expenses and reimbursement shall be subject to compliance with the statutes, ordinances, policies and procedures established by the council for reimbursement of expenses for county boards, agencies and commissions.

(e) The Advisory Board is subject to and governed by the provisions of the South Carolina Freedom of Information Act, as codified at S.C. Code Ann 30-4-10 et seq., as amended (the “Freedom of Information Act”). The Advisory Board expects and intends to comply with the provisions of the Freedom of Information Act in all of its actions and activities. The public shall be notified of meetings of the Advisory Board and all meetings shall be conducted in every respect in the manner required by the Freedom of Information Act. The records of the Advisory Board, except as the Freedom of Information Act or any other laws or provisions of the State of South Carolina or federal law otherwise permit, shall be open to the public in the manner required by the Freedom of Information Act.

(f) As necessary for the efficient operation of the Advisory Board and subject to the approval of the council by resolution, the Advisory Board may establish separate bylaws, procedural rules and policies to govern its operations.

(g) The following provisions shall apply with respect to the meetings and actions of the Advisory Board:

- (i) The Advisory Board shall meet at regular intervals, but not less frequently than twice per year.
- (ii) The presiding officer or a simple majority of the Members may call special meetings of the Advisory Board at any time.
- (iii) A majority of the Members then in office shall constitute a quorum. If a quorum is present when a vote is taken, unless otherwise specifically

provided in herein, the affirmative vote of a majority of Members present shall constitute the act of the Advisory Board.

(iv) The Advisory Board is authorized to conduct all meetings, regular meetings and specially-called meetings exclusively in electronic form (or a hybrid thereof wherein some Members are physically present in a location and others are participating electronically), provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, complies with the Freedom of Information Act and allows for the capability for all Members to be heard at all times by any other Members and by the general public (excepting executive sessions or other periods closed to public by law). All electronic meetings are subject to the applicable notice requirements of the Freedom of Information Act. Participation by electronic means shall constitute presence for the purpose of establishing a quorum.

(v) No votes by proxy shall be permitted under any circumstances.

(h) The following provisions shall apply with respect to officers of the Advisory Board:

(i) The officers of the Advisory Board shall be a President, a Secretary, and a Treasurer. The President and the Secretary shall be elected for a one year term by a majority of the Members then in office; provided that if an officer's term expires, he shall continue to serve until his successor is elected and qualified. Officers may succeed themselves through re-election. The Advisory Board may elect such other officers as it shall deem desirable, including one or more Vice Presidents, such officers to have the authority and to perform the duties prescribed, from time to time, by the Advisory Board. The same individual may simultaneously hold more than one office in the Advisory Board.

(ii) Any officer may resign at any time by delivering written notice to the President, or in the event the President seeks resignation, to the Secretary. A resignation is effective when the notice is received unless the notice states a later effective date. Notice of the resignation shall be timely provided to the council.

(iii) In the case of absence or inability to act of any officer of the Advisory Board or any person duly authorized to act in his place, the Advisory Board may delegate the powers and duties of such individual to any other officer, to any Member, or to any other person whom it may select.

(iv) The President shall be the principal executive officer of the Advisory Board and, subject to the control of the Advisory Board, shall in general

supervise and control all of the business and affairs of the Advisory Board. The President shall, when present, preside at all meetings of the Advisory Board. He may sign, with the Secretary attesting (as applicable given the circumstances) documents, certifications, agreements and letters which the Advisory Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Advisory Board to some other officer or agent of the Advisory Board, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Advisory Board from time to time.

(v) The Secretary shall be the clerk to council. The Secretary shall keep the minutes and records of the Advisory Board, see that all notices are duly given in accordance with the provisions of this code of ordinances or as required by law and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Advisory Board.

(vi) Officers (in fulfilling their duties to the Advisory Board) shall serve without compensation but shall be reimbursed for all reasonable expenses incurred on behalf of the Advisory Board consistent with the other reimbursement provisions herein.

(i) The purposes and objectives of the Advisory Board shall be: (i) to make recommendations to council and county fire service and rescue division regarding fire service, facilities, equipment and other matters affecting the Indian Land Fire District; (ii) to engage and assist in the promotion and marketing efforts for the Indian Land Fire District; (iii) to advise the county council, the county fire service and rescue division and citizens of the County on matters of related to or affecting the Indian Land Fire District; (iv) to provide advice and recommendations to council and the county fire service and rescue division regarding necessary capital improvement projects, maintenance and activities; (v) to present reports, as requested, to council describing (1) the progress associated with implementation of the Consolidation; (2) community input or comments regarding the Indian Land Fire District; (4) grant-funding, sponsorship and other initiatives associated with the Indian Land Fire District; (vi) reviewing fire fees and making recommends regarding such fees and charges for Indian Land Fire District; and (vii) do all things necessary to administer and support the operations of the county fire service and rescue division.

(j) As necessary to support the operations of the Advisory Board, the County Administrator, or his agent, may assign one or more county employees to assist and support the Advisory Board as necessary to fulfill its duties, responsibilities and obligations hereunder.

(k) The Advisory Board may be amended, changed, expanded or dissolved at any time by a majority of council acting by ordinance to amend the terms hereof.

(l) It is expressly noted that the Advisory Board shall not have any power or authority to:

(i) Enter into any contract to purchase, lease, convey or sell real estate;

(ii) Borrow any money (including lease-obligations);

(iii) Enter into any contracts, or other create any legal obligation of the county or the Indian Land Fire District.

#### **Sec. 14-136. Budget; Debt Issuances**

(a) County staff shall formulate an annual budget to sustain the operations of the Indian Land Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed to the by the county. The annual budget for the Indian Land Fire District may either be established as a stand-alone budget or incorporated into the county's general fund budget. The council shall consider the annual budget for the Indian Land Fire District and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the council. However, line-items within the annual budget for the Indian Land Fire District may be moved within such fund as necessary to implement county fire-related functions.

(b) The budget shall be approved in accordance with the provisions of state law.

(c) Upon approval of the budget, the council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Indian Land Fire District.

(d) In order to provide for facilities, rolling stock, equipment, and other needs of the Indian Land Fire District, the county may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the county on behalf of the Indian Land Fire District. Additionally, and as necessary to fully implement the Consolidation, the county may issue refunding general obligation bonds or such other obligations as may be necessary. Such general obligation bonds shall be secured by the full faith, credit, and taxing power of the county and, subject to other available funding, shall be payable from *ad valorem* taxes levied and collected within the Indian Land Fire District.

#### **Sec. 14-137. Use of Revenues**

All revenues and funds collected for the benefit and use of the Indian Land Fire District shall be deposited in a special account under the district's name. All disbursements shall be made as provided by law. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

#### **Sec. 14-138. Taxes; Fees; ERU Determination**

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Indian Land Fire District.

(b) There may be levied ad valorem property taxes within the boundaries of the Indian Land Fire District for operation and maintenance purposes. If the Indian Land Fire District levies taxes, all real and personal property currently within the boundaries of the Indian Land Fire District shall be assessed and taxed in accordance with the provisions of state law. Tax millage is not initially anticipated to be levied by the Indian Land Fire District; however, if council later determines to levy tax millage, then council, acting by ordinance and as approved in the applicable annual budget, may determine an initial millage to be levied with the Indian Land Fire District as permitted by the Enabling Act.

(c) Alternatively, or additionally, the Indian Land Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the county. If the Indian Land Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

(d) Respecting the imposition of fees and charges under subsection (c) above, such fees or charges shall be assessed on the basis of equivalent residential units (ERU). While amount of the annual charge per ERU should be determined and established by council in the annual budget process, the ERU for specific properties shall be determined using the following conversion table:

<b>Use</b>	<b>ERU Standard</b>
Single-Family detached house	One ERU
Multi-family housing	One ERU per unit
All structures other than single family and multi-family	One ERU per [1,000] square feet, or fraction thereof

(e) No charges under subsection (d) shall be imposed on a property unless the property in question has a physical structure located thereon. For new structures, the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

#### **Sec. 14-139. Powers, Duties and Responsibilities.**

The county fire service and rescue division, acting through proper officials of the county, shall have the follow duties and responsibilities for the benefit of the Indian Land Fire District:

(1) To buy fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Indian Land Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of fire personnel to insure that the equipment is utilized for the best interest of all those in the Indian Land Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of council;

(6) To promulgate such regulations as may be necessary to ensure that equipment is being used to the best advantage of the county;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection; and

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the county.

#### **Sec. 14-140. Procurement.**

The county fire service and rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the county's procurement code.

## **Division 2 – Indian Land Consolidated Fire Protection District**

Reserved. Sections 14-151 through Section 14-460 have been deleted in their entirety and are hereafter reserved.

### **Section 4      Transfer and Acceptance of Assets.**

A.      All of the real and personal property (including all cash and investments) of Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred to the County's account(s) for the Indian Land Fire District. Likewise, and except as described in Section 6 below, all liabilities of the Fire Districts shall become the obligation of Indian Land Fire District. To the extent not already owned by or titled in the name of the County, an itemization of the current real property assets of each of the Fire Districts is attached hereto as Exhibit A-1.

B.      Regardless of the transfer of any and all assets of each of the Fire Districts to the County (as applicable), the existing naming conventions (as necessary to properly denote the historical and geographical characteristics of such facilities) of the individual fire stations may be initially sustained. However, nothing shall prohibit the County from purchasing, designing and up fitting any facilities or equipment with updated signage, color schemes, graphics or other insignia which ascribe representation of the Indian Land Fire District.

C.      On or prior to the Effective Date (as defined herein):

1.      The Indian Land Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers and franchises both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2.      To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency or beneficial entity thereof, such real property shall not automatically revert, transfer or otherwise be impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, absent any confirmation, consent or approval of the governing commissions of the Fire Districts, which are expressly terminated under this Ordinance, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). Real property assets of the Fire Districts that are not currently titled in the name of the County are listed on Exhibit A-1 hereto. Each such property shall be duly conveyed to the County in accordance with the form of deed attached hereto as Exhibit A-2, and thereafter accepted, deeded and properly recorded in the name of the County or its assigns. [NOTE TO DRAFT, CONFIRM NO LIENS ON FIRE STATIONS]

3.      To the extent title or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency or beneficial entity thereof,

such personal property shall not automatically revert, transfer or otherwise be impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire Districts interest to the County (to the extent not already titled in the name of the County). To the extent any personal property assets of the Fire Districts are not currently titled in the name of the County, all such property shall be duly conveyed to the County under the terms of a Bill of Sale, the form of which is attached hereto as Exhibit B.

4. Best efforts shall be undertaken to pay all current bills, charges and liabilities of the Fire Districts from the respective assets acquired from each such Fire District, including any workers compensation insurance premiums or liability insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District; if circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire Districts, proper arrangements will be made with or by the Indian Land Fire District, which is receiving the particular asset, for payment of such bill, charge or liability.

D. On behalf of the County, the County Administrator, and Chair of County Council, or their respective designees (an “**Authorized Officer**”), are authorized to execute and deliver any deed (in the form attached hereto as Exhibit A-2) or other real property conveyance document respecting the properties described at Exhibit A-1 hereto, as well as the Bill of Sale, the form of which is attached as Exhibit B hereto.

## **Section 5. Assignment of Service Rights.**

A. Notwithstanding any limitation in such agreements to the contrary, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the “**Other Fire Providers**”) shall be assigned, granted and transferred in full to the Indian Land Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 5, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a “**Modification Agreement**”) as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County’s legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.



## **Section 6. Outstanding General Obligation Bonds; Budget Amendment.**

A. The Outstanding GO Bond is a binding general obligation of the County, and the full faith, credit, and taxing power of the County has been pledged to the payment thereof. Historically, the principal and interest on the Outstanding GO Bond has been paid directly by the PV Fire District from its fee revenues. As of the date hereof, there is currently outstanding \$\_\_\_\_\_ of the original principal amount of the Outstanding GO Bond maturing on April 1, 2030.<sup>1</sup>

B. 1. Subject to properly budgeted and appropriated funds being available, the County, acting through an Authorized Officer, shall appropriate funds from any legally available source in an amount sufficient to effect the legal defeasance or early redemption (including negotiated penalties) of the Outstanding GO Bond on September 15, 2023, or such other date as may be determined by the Authorized Officer.

2. The County Council hereby authorizes, approves or ratifies, as applicable, the engagement of Compass Municipal Advisors LLC to act as financial advisor and Burr Forman to act as bond counsel in connection with the defeasance and redemption of the Outstanding GO Bond and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the defeasance and redemption of municipal bonds, including, but not limited to, contractual arrangements with verification agents or other consultants necessary to structure the defeasance escrow for the Outstanding GO Bond.

3. An Authorized Officer is authorized to execute and deliver an escrow deposit agreement between the County and Regions Bank, the form of which is attached hereto as Exhibit D (the “*Escrow Agreement*”). Under the terms of the Escrow Agreement, the County shall fund and establish an escrow deposit account and escrow funds in an amount sufficient effect the redemption of Outstanding GO Bond on March 1, 2025. The Authorized Officers, in consultation with its professional advisors, are further authorized to determine the type of investments that shall be made in such escrow deposit agreement and to select the escrow agent in accordance with the proceedings authorizing the Outstanding GO Bond. In lieu of the Escrow Agreement, and as may be determined by the holder of the Outstanding GO Bond, an Authorized Officer may negotiate with such holder for the early redemption of the Outstanding GO Bond, including the payment of penalties or other charges related to such early redemption.

4. Assuming the County properly implements the appropriation described in Section 8(B)(1) above, the County, acting through an Authorized Officer, is authorized to execute one or more promissory notes in the form attached hereto as Exhibit C (collectively, the “*Note*”), and incorporated herein by reference, payable to the County in an aggregate principal amount not to exceed [\$\_\_\_\_\_]. Any payment obligation created

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<sup>1</sup> This same amount shall be outstanding as of the Effective Date.

in connection with this Ordinance or the Note shall constitute a current expense of the Indian Land Fire District and shall not in any way be construed to be a debt of the Indian Land Fire District or the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the Indian Land Fire District or the County, nor shall anything contained in this Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the Indian Land Fire District or the County. Any budgetary appropriation to pay the Note shall be subject in all respects to the discretion of County Council, and any failure to make such an appropriation, notwithstanding any provision of this Ordinance to the contrary, shall not constitute a default or event of default under this Ordinance or the Note.

C. As an alternative to the provisions of Section 8(B) above, the County may determine to issue general obligation refunding bonds on behalf of the Indian Land Fire District (“**Refunding Bonds**”) in order to properly redeem the Outstanding GO Bond. Any such authorization to issue Refunding Bonds shall be approved by a separate bond ordinance approved by the County Council.

D. The funds necessary to pay the outstanding principal amount of and the interest accrued on the Outstanding GO Bond as of the Effective Date is hereby appropriated from the County’s general fund balance, and the County hereby amends its fiscal year 2023-2024 annual budget to provide for the legal defeasance and/or redemption of the Outstanding GO Bond (the “**Defeasance Budget Amendment**”). As described in Section 6(B)(1) above, the money necessary to legally defease and/or redeem the Outstanding GO Bond will be drawn from the County’s general fund balance and therefore, the proposed Defeasance Budget Amendment does not result in any change to the County’s millage rate for the general fund or any of the Fire Districts.

E. Additionally, the County has duly adopted fiscal year 2023-2024 budgets for each of the Fire Districts. As of the Effective Date, the Fire Districts will be consolidated. As a result of the Consolidation, the County’s fiscal year 2023-24 budget, which contemplates the independent operation and funding of the Fire Districts, shall be amended, modified and revised to account for the Consolidation (the “**Consolidation Budget Amendment**” and together with the Defeasance Budget Amendment, the “**Budget Amendment**”). Unlike the Defeasance Budget Amendment, the Consolidation Budget Amendment is not anticipated to create any new revenues or expenses increased fire fees and expenses (or result in higher fire fees or charges) since such fees and charges were adopted as part of the County’s fiscal year 2023-24 budget. As a result, the operating budget for fiscal year 2023-24, as amended by the Budget Amendment, are as follows:

<u>General Fund</u>	<u>FY 2023-2024 Approved</u>	<u>FY 2023-2024 Proposed Amended</u>	<u>Percentage Change</u>
Revenues			
Expenses			

## **Section 7      Services and Personnel**

A.      It is an overriding goal of the County that the Consolidation will result in substantially improved fire service (over existing operations). Subject to Section 7(C) below, the Consolidation is anticipated to result in enhanced fire service coverage within Indian Land Fire District's service area.

B.      Subject to conformance with County employment requirements and training requirements, all existing paid and volunteer fire personnel of the Fire Districts shall be considered for available positions with the Indian Land Fire District.

C.      Subject to unforeseen economic circumstances affecting the entire County and the general difficulty of finding, training and maintaining qualified fire personnel, failure to reach or maintain the staffing or fire coverage thresholds provided is not an enforceable obligation or commitment of the County, but rather a goal that may take considerable time to complete.

**Section 8      Public Hearing.** Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 6-1-80 of the Code of Laws of South Carolina 1976, as amended, the County did hold public hearings regarding the Consolidation and the Budget Amendment on August 14, 2023. Notice of the public hearing for the Consolidation was timely published in accordance with Section 4-19-20 of the Code of Laws of South Carolina 1976, as amended, three times in *The Lancaster News*, which is a newspaper of general circulation in the County. First publication of such notice did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against the Consolidation. Further, notice of the public hearing for the Budget Amendment was timely published in accordance with Section 6-1-80 of the Code of Laws of South Carolina 1976, as amended, one time in *The Lancaster News*. Publication of such notice did occur not less than fifteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against the Budget Amendment.

**Section 9      Notice of Enactment.** Subsequent to the enactment of this Ordinance, a notice of enactment of this Ordinance, the form of which is attached hereto as Exhibit E, shall be published once a week for two successive weeks in *The Lancaster News*, which is a newspaper of general circulation in the County.

**Section 10      Further Action.** Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the Authorized Officers are authorized, as required or necessary, to undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until such time as the Consolidation becomes effective and all assets have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

**Section 11 Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 12 Limitation of Rights.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 13 Inconsistency.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

**Section 14 Effective Date.** This Ordinance shall take effect immediately upon its enactment; however, the Consolidation shall not become effective until the later of (i) the statutory challenge period under Section 4-19-20(6) of the Enabling Act has expired, or (ii) September 15, 2023 (the “*Effective Date*”). In the event of a timely challenge under the Enabling Act, the Effective Date shall be tolled until challenge is satisfied by the applicable courts of the State of South Carolina.

[Remainder of Page Intentionally Left Blank]

**AND IT IS SO ORDAINED**, this 14<sup>th</sup> day of August 2023.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

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Steve Harper, Chair, County Council

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Billy Mosteller, Secretary, County Council

ATTEST:

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Sherrie Simpson, Clerk to Council

First Reading:        June 26, 2023  
Second Reading:      July 17, 2023  
Public Hearing:        August 14, 2023  
Third Reading:        August 14, 2023

Approved as to form:

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Virginia L. Merck-Dupont  
County Attorney

**Exhibit A-1**

**Real Property of the Fire Districts**

1. Indian Land Station (Indian Land #1)  
185 Six Mile Creek, Lancaster, SC 29720 – 0016-00-031.02
2. Pleasant Valley Main (Indian Land #2)  
9370 Possum Hollow Road, Indian Land, SC 29707 – 0008-00-063.06
3. Pleasant Valley Substation (Indian Land #3)  
10754 Harrisburg Road, Indian Land, SC 29707 – 0003-00-041.00

**EXHIBIT A-2**

# FORM OF DEED

This deed was prepared in the Office of Ginny Dupont, Lancaster County Attorney,  
101 N. Main Street., Lancaster, SC 29720, **WITHOUT BENEFIT OF  
TITLE EXAMINATION AND WITHOUT TITLE CERTIFICATION**

STATE OF SOUTH CAROLINA               )  
  ) LIMITED WARRANTY DEED  
COUNTY OF LANCASTER                 )

WHEREAS, the County Council of Lancaster County (the “County Council”), which is the governing body of Lancaster County, South Carolina (the “County”), is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), “[t]o establish, operate, and maintain a system of fire protection” within the County.

WHEREAS, pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011 (together, the “Fire Ordinance”), the County previously established the Pleasant Valley Fire Protection District and the Indian Land Fire Protection District (together, the “Fire Districts”).

WHEREAS, the County Council, by terms of the Enabling Act and an ordinance of the County Council entitled, “AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY’S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO” enacted on [August 14, 2023] (the “Consolidation Ordinance”), amended and restated the Fire Ordinance to consolidate the Fire Districts into Indian Land Consolidated Fire Protection District (the “Indian Land Fire District”).

WHEREAS, as contemplated by the Consolidation Ordinance, all real property of the Fire Districts shall be conveyed and transferred to the County for the benefit of the Indian Land Fire District under the provisions of this deed of conveyance.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, THAT [NAME OF FIRE DISTRICT] **ACTING EXCLUSIVELY THROUGH THE COUNTY ADMINISTRATOR** (hereinafter “Grantor”), in the State aforesaid, for and in consideration of the covenants and recitals provided in the Consolidation Ordinance to it in hand paid at and before the sealing of these presents by **LANCASTER COUNTY, SOUTH CAROLINA** (hereinafter “Grantee” and previously identified as the County), whose address is c/o County Administrator, 101 N. Main Street, Lancaster, SC 29720, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions (collectively, the “Exceptions”), if any, set forth below, unto the said Grantee, its successors and assigns forever, the following described property (the

“Premises”), to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION.

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways affecting the Premises.

TOGETHER with, subject to the above Exceptions, if any, all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, if any, all and singular the said Premises before mentioned, unto the said Grantee, its successors and assigns.

Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said Premises, subject to the above Exceptions, if any, unto the said Grantee, as hereinabove provided against Grantor and Grantor’s successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under it or them, but against none other.

IN WITNESS WHEREOF, Dennis Marstall, County Administrator of the County and duly authorized officer of the Grantor has hereunto set my Hand and Seal of the Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

[NAME OF FIRE DISTRICT],

\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Marstall, County Administrator

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness/Notary  
Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT ON FOLLOWING PAGE



STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF LANCASTER        )     ACKNOWLEDGMENT

I, the undersigned Notary, do hereby certify that Dennis Marstall, as County Administrator of the Lancaster County and the duly authorized representation of [NAME OF DISTRICT], personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Notary Public  
Name of Notary: \_\_\_\_\_  
**NOTARY PUBLIC FOR SOUTH CAROLINA**  
My Commission Expires: \_\_\_\_\_

LEGAL DESCRIPTION

**Exhibit B**

Bill of Sale

STATE OF SOUTH CAROLINA	)	
	)	BILL OF SALE
COUNTY OF LANCASTER	)	

Pleasant Valley Fire Protection District and Indian Land Fire Protection District (together, the “Former Fire Districts”) were fire service areas created and existing under the authority of the Lancaster County Council, the governing body of Lancaster County (the “County”) pursuant to the Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011, respectively.

On August 14, 2023, the County enacted Ordinance No. \_\_ (the “Consolidation Ordinance”), the provisions of which reconstituted the Former Fire Districts into a single, unified fire service area known as the Indian Land Consolidated Fire Protection District.

The County, acting through certain duly authorized officers subscribed below, in consideration of, and in furtherance of, the Consolidation Ordinance, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and deliver unto the County the following described equipment:

**All those items of furniture, equipment, fixtures, mobile equipment, vehicles, fire fighting equipment, software, computer equipment and systems, and other personal property of every kind and nature heretofore owned, used or possessed by each of the Former Fire Districts now or formerly located on or about the premises of each fire station for each of the Former Fire Districts, as described and listed below, including any those items listed on any Inventory Sheets (which shall supplement this Bill of Sale), and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.**

- 1. Indian Land Station (Indian Land #1)  
185 Six Mile Creek, Lancaster, SC 29720 – 0016-00-031.02**
  
- 2. Pleasant Valley Main (Indian Land #2)  
9370 Possum Hollow Road, Indian Land, SC 29707 – 0008-00-063.06**
  
- 3. Pleasant Valley Substation (Indian Land #3)  
10754 Harrisburg Road, Indian Land, SC 29707 – 0003-00-041.00**

The County acknowledges that it has been advised of the used condition of said items of equipment, and County has made and has relied on its own inspection of said equipment to determine the condition of the equipment and the suitability of the said equipment for County's uses and purposes, without reliance on any representations made by any of the Former Fire Districts, or its employees or agents.

**To have and to hold** the same to the County its successors and assigns, to its or their use forever.

Under the terms of the Consolidation Ordinance, the County made each of the Former Fire Districts an administrative division of the County and ceased the existence of any independent boards which formerly governed the Former Fire Districts. As a result, it is recognized that any transfers herein are solely for the purpose of unequivocally evidencing and proving that the County has assumed, acquired and obtained all personal property assets of each of the Former Fire Districts. Further, in accepting the personal property transferred hereunder, the County accepts such property and equipment subject to all encumbrances.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the same as aforesaid and to execute this Bill of Sale to the County.

**In Witness Whereof**, the County, on behalf of each of the Former Fire Districts, has set the hands and seals of its authorized officers to this Bill of Sale this \_\_th day of September 2023.

LANCASTER COUNTY, SOUTH CAROLINA (ON  
BEHALF OF PLEASANT VALLEY FIRE  
PROTECTION DISTRICT AND INDIAN LAND FIRE  
PROTECTION DISTRICT)

By: \_\_\_\_\_  
County Administrator

WITNESSES

Witness #1

By: \_\_\_\_\_

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

Witness #2

By: \_\_\_\_\_

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

**Exhibit C**

**FORM OF PROMISSORY NOTE**

\$ \_\_\_\_\_

Lancaster, South Carolina  
September [15], 2023

For value received, the Indian Land Consolidated Fire Protection District ("Indian Land Fire District"), a fire service area created and existing under the authority of Lancaster County, South Carolina (the "County") pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. \_\_\_\_ dated August 14, 2023 (the "Ordinance"), promises to pay to the County the principal sum of \$ \_\_\_\_\_. This Promissory Note shall bear interest at a rate \_\_\_\_% per annum, which is the rate currently payable on funds deposited with the South Carolina Local Government Investment Pool (LGIP).

This Promissory Note shall be payable with respect to principal and interest in equal annual payments of \$ \_\_\_\_\_ payable to the County each July 1, beginning July 1, 20\_\_ through July 1, 20\_\_.

The principal balance outstanding on this Promissory Note shall be subject to prepayment (plus accrued interest to the date of redemption) at any time, at a price of 100%.

This Promissory Note and transaction is authorized by the Ordinance and is governed by and subject to all limitations and conditions set forth therein, particularly the limitation on the payment obligation set forth at Section 8(C)(2) therein.

I, the undersigned, do execute this Promissory Note on behalf of the Indian Land Fire District, this [15]th day of September 2023.

**INDIAN LAND CONSOLIDATED FIRE  
PROTECTION DISTRICT**

[SEAL]

\_\_\_\_\_  
[Authorized Officer]

ATTEST:

\_\_\_\_\_  
Witness

## **Schedule 1**

Sample Fee Schedule (Subject to Approval in the Annual Budget Ordinance)

Exhibit D

FORM OF ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement (the "Agreement") dated \_\_\_\_\_, 2023, by and between Lancaster County, South Carolina (the "County") and Regions Bank in Atlanta, Georgia, as escrow agent (the "Escrow Agent").

WITNESSETH:

On June 25, 2015, pursuant to Ordinance No. 2015-1336 enacted by the Lancaster County Council (the "Council") on February 23, 2015, the County issued its \$1,935,000 General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B (the "2015 Bonds"), which are presently outstanding in the principal amount of \$1,070,000.

The County intends to defease the outstanding 2015 Bonds by depositing with the Escrow Agent, the amount of \$\_\_\_\_\_ in order to effect the defeasance of the 2015 Bonds. The County wishes to enter into this Agreement to carry out such purposes.

Now therefore, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the Escrow Agent agree as follows:

SECTION 1. In order to secure the defeasance of the principal of and interest on the 2015 Bonds, the County hereby pledges and sets over to the Escrow Agent for transfer into a defeasance fund created pursuant to Section 2 hereof, in trust for the benefit and security of the holders of the 2015 Bonds, subject to the terms and conditions hereinafter set forth, the sum of \$\_\_\_\_\_ which was derived from the County's general fund. The County represents that such sum (\$\_\_\_\_\_) is an amount which when transferred to the Defeasance Fund will be sufficient to pay the defeasance price (principal and accrued interest) of the 2015 Bonds on their defeasance date of \_\_\_\_\_, 2023.

Such amount shall be deposited by the Escrow Agent in the Defeasance Fund. The Escrow Agent acknowledges receipt of the foregoing amount on the date hereof.

SECTION 2. There is hereby established with the Escrow Agent a special and irrevocable trust fund designated the "Lancaster County, South Carolina, Defeasance Fund of 2023 (Pleasant Valley Fire District)" (the "Defeasance Fund") to be held in the custody of the Escrow Agent as a trust fund separate and apart from all other funds of the County or of the Escrow Agent for the purposes set forth in Section 1 hereof.

Except as provided hereinafter with respect to funds in excess of the amounts required therefor, funds on deposit in the Defeasance Fund shall be used solely for the purposes set forth in Section 1.

SECTION 3. Concurrently with the execution of this Agreement, the Escrow Agent shall apply \$\_\_\_\_\_ from the amounts deposited with it pursuant to Section 1 above to purchase on \_\_\_\_\_, 2023, the Government Obligations shown on Exhibit A hereto. The remaining \$\_\_\_\_\_ shall be held in cash and remain uninvested.

All obligations purchased and held hereunder as shown on Exhibit A or any direct, non-callable United States Treasury Obligations substituted therefor in accordance with the provisions of this Agreement are collectively referred to as "Government Obligations." Government Obligations shall not be deemed to include unit investment trusts and money market mutual funds.

The County represents that the Government Obligations shall earn interest and mature in such amounts and at such times as shall be necessary and sufficient, together with other funds held in the Escrow Fund, to pay the principal of and interest on the 2015 Bonds as they respectively mature as set forth in Section 1 hereof.

**SECTION 4.** Upon the written direction of the County, subject to the conditions and limitations herein set forth, the Escrow Agent shall sell, transfer and request the defeasance of or otherwise dispose of any of the Government Obligations purchased hereunto or reinvest the maturing principal of and interest on Government Obligations, provided that there are substituted therefore, or such reinvestment is made in, other Government Obligations as hereinafter provided. The County hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which would cause the 2015 Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder.

As directed by the County, the Escrow Agent shall purchase such substituted Government Obligations with the proceeds derived from the sale, transfer, defeasance or other disposition of Government Obligations held hereunder or with the maturing principal and interest of Government Obligations held hereunder. Any such sale, transfer, defeasance or other disposition of Government Obligations or a purchase of Government Obligations with maturing principal or interest, and substitution under the provisions of this Section may be effected only by a simultaneous transaction and only if (a) an independent certified public accountant shall certify that the Government Obligations to be substituted, together with the Government Obligations which will continue to be held in the Escrow Fund and cash on deposit in the Escrow Fund, will earn interest and mature in such amounts and at such times together with any other funds held therein to provide sufficient moneys from such interest and maturing principal to pay when due, all principal of and interest on the 2015 Bonds which have not previously been paid, and (b) the Escrow Agent shall receive an unqualified opinion of nationally recognized bond counsel to the effect that such sale, transfer, defeasance or other disposition or purchase, and substitution of, Government Obligations is permitted under the provision of this Agreement has been duly authorized by the County and will not cause the 2015 Bonds to be an arbitrage bond within the meaning of Section 148 of the Code, and the regulations thereunder or otherwise cause the interest on the 2015 Bonds or the Bonds to be included in gross income under Section 103 of the Code.

In the event that as a result of any such substitution, amounts available from the maturing principal of and income on the Government Obligations together with other funds on deposit in the Escrow Fund exceed the amount required to pay the principal of and interest on the 2015 Bonds, such excess amounts shall be paid over to the County upon receipt by the Escrow Agent of a certificate from an independent certified public accountant which shall set forth:

- (i) the amounts of any excess;
- (ii) the date on which such amounts become excess; and
- (iii) that if such excess amounts are withdrawn from the Escrow Fund, the Government Obligations, income therefrom, and other funds held in the Escrow Fund shall be sufficient to pay the principal of and interest on the 2015 Bonds, as and when the same become due and payable. Upon receipt of such certificate, the Escrow Agent shall pay at such time and from time to time the amounts certified to be excess on the dates such amounts become excess in accordance with such certificate.



SECTION 5. The Escrow Agent shall collect on the due date thereof the principal and interest on the Government Obligations on deposit with it and shall defease the 2015 Bonds in the manner set forth in Section 7 hereof on \_\_\_\_\_, 2023.

SECTION 6. The Government Obligations, moneys representing principal of and interest earned on Government Obligations and funds on deposit in the Escrow Fund shall be subject to an express lien and trust for the benefit of the holder of the 2015 Bonds until used and applied in accordance with this Agreement.

SECTION 7. The amounts on deposit in the Defeasance Fund shall be held in cash and remain uninvested and used to defease the 2015 Bonds on \_\_\_\_\_, 2023.

SECTION 8. The Escrow Agent acknowledges receipt of a copy of the letter of instructions from the County irrevocably instructing the Paying Agent for the 2015 Bonds (the "Paying Agent") to call the 2015 Bonds on \_\_\_\_\_, 2023. The Paying Agent has agreed to cause notice of such defeasance to be given in accordance with the Ordinance of the County authorizing the 2015 Bonds and the letter of instructions from the County.

SECTION 9. The Escrow Agent shall transfer to the Paying Agent on or before the defeasance date sufficient moneys from the funds held in the Defeasance Fund to be paid upon the defeasance of the 2015 Bonds on \_\_\_\_\_, 2023.

SECTION 10. The liability of the Escrow Agent to make the payments required by this Agreement with respect to the 2015 Bonds shall be limited to the trust funds on deposit in the Defeasance Fund.

The Escrow Agent shall have no responsibility to any person in connection herewith except those persons specifically provided herein.

In the event of the Escrow Agent's failure to account for any of the funds received by it, the funds shall be and remain the property of the County in trust for the holders of the 2015 Bonds as herein provided; and if for any reason such funds cannot be identified, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof and, to the fullest extent permitted by law, the County shall be entitled to a preferred claim upon such assets until such identification is made.

SECTION 11. The trust created hereby shall be irrevocable. This Agreement shall terminate when the moneys on deposit therein have been used to provide for the defeasance of the 2015 Bonds. The Escrow Agent shall thereupon be released and discharged with respect thereto. Any amounts held by the Escrow Agent after \_\_\_\_\_, 2023, and not required to pay or to provide for the defeasance of the principal of and interest on the 2015 Bonds, shall be promptly paid over to the County.

SECTION 12. The County shall pay to the Escrow Agent a one-time fee of \$\_\_\_\_\_ for its services as Escrow Agent for the 2015 Bonds, plus any reasonable expenses. Neither the County nor the Escrow Agent shall have any lien or claim whatsoever upon moneys in the Defeasance Fund for the payment of any such fees, compensation or expenses. The Escrow Agent agrees that such provision for payment is satisfactory to it.

SECTION 13. The Escrow Agent shall have no responsibility to the County or any other person in connection herewith except those responsibilities specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence, willful misconduct

or other default in the performance of any obligation imposed on it hereunder. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by or need give consideration to the terms or provisions of any other agreement or undertaking between the County and any other person, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided herein, the Escrow Agent has no duty to determine to inquire into the happenings or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Defeasance Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any such event or contingency, the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the County, among others, at any time.

In no event shall the Escrow Agent be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Escrow Agent's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Escrow Agent's control whether or not of the same class or kind as specifically named above.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

**SECTION 14.** The Escrow Agent agrees to perform only the express duties and obligations imposed upon it by this Agreement.

The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the County and published once in a newspaper of general circulation in the State of South Carolina, and by first-class mail, postage pre-paid, to the respective holders of the 2015 Bonds, not less than 60 days before such resignation is scheduled to take effect. Such resignation shall take effect only upon the appointment of a new escrow agent, and such new escrow agent may be appointed by the County before the time scheduled by such notice, and such new escrow agent may then take over the duties and obligations thereof.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 51% in aggregate principal amount of the 2015 Bonds then outstanding, such instruments to be filed with the County, and notice in writing given by such holders to the County and (unless all of the bondholders have consented to such removal) published once in a newspaper of general circulation in the State of South Carolina, and by first-class mail, postage pre-paid, to the respective holders of the 2015 Bonds, not less than 60 days before such removal is to take effect as stated in such instrument or instruments.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent

jurisdiction upon the application of the County or the holders of not less than 10% in aggregate principal amount of the 2015 Bonds to be then outstanding. Such removal shall take effect only upon the appointment of a new escrow agent and such new escrow agent must be appointed by the County before the time scheduled by such notice and such new escrow agent may then take over the duties and obligations thereof.

If Regions Bank shall cease to be the Escrow Agent under this Agreement, then, upon appointment of a successor escrow agent, if requested by the County such Escrow Agent shall execute such agreements, assignments and other documents as shall be necessary to vest in such successor escrow trustee all the title, rights, duties and obligations of such Escrow Agent under this Agreement and in the Government Obligations deposited or to be deposited or received by the Escrow Agent under this Agreement, and upon acceptance by such successor escrow agent of the trusts created hereunder, all further title, rights, duties and obligations of such bank under this Agreement shall cease and determine and be discharged, saving rights or liabilities thereto accrued to or by the County or the Escrow Agent.

Any corporation or association into which the Escrow Agent may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 15. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. This Agreement may be amended to (a) correct language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; and (b) to provide for the deposit of additional cash and for securities in the Defeasance Fund.

SECTION 17. This Agreement shall be construed under the laws of the State of South Carolina.

SECTION 18. This Agreement may be executed in several counterparts; all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Administrator

REGIONS BANK, as Escrow Agent

By: \_\_\_\_\_

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

**EXHIBIT A**

## Exhibit E

### NOTICE OF ENACTMENT

On August 14, 2023, the County Council of Lancaster County (the “County Council”), the governing body of Lancaster County, South Carolina (the “County”), enacted an ordinance entitled, “ AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY’S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO” (the “Consolidation Ordinance”).

1. The County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”), “[t]o establish, operate, and maintain a system of fire protection” within the County.

2. Pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011, the County previously established the Pleasant Valley Fire Protection District (the “PV Fire District”) and the Indian Land Fire Protection District (the “IL Fire District”).

3. Pursuant to the Consolidation Ordinance, the County Council consolidated the PV Fire District and the IL Fire District into a single fire service area under the Enabling Act (the “Consolidation”), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Indian Land Consolidated Fire Protection District (the “Indian Land Fire District”).

4. As of the Effective Date, the Indian Land Fire District shall constitute a single unified fire service area in the County and shall operate within the areas described in the Consolidation Ordinance, as well other areas outside the corporate boundaries by contract (as authorized by the Enabling Act).

5. The Indian Land Fire District will be subject to existing provisions of Chapter 14, Article VI of the Lancaster County Code of Ordinances, as amended by the Consolidation Ordinance, which provides that the Indian Land Fire District will be authorized to levy *ad valorem* property taxes and levy rates within its boundaries for operation and maintenance purposes and impose rates and charges (on the basis of equivalent residential units) for operation and maintenance purposes.

6. The Indian Land Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Indian Land Fire District, in order to defray the costs of providing fire protection services within the Indian Land Fire District. Additionally, and as necessary to fully implement the Consolidation, the Indian Land Fire District may issue refunding general obligation bonds or such other obligations as may be necessary.