

Council Members

District 1: Terry Graham
District 2: Charlene McGriff, Vice-Chair
District 3: Billy Mosteller
District 4: Larry Honeycutt, Secretary
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

August 24, 2020

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Brian Carnes**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. Recognition of Amanda Roberts with the Lancaster Soil and Water Conservation District for winning the South Carolina Association of Conservations Districts President's Award - Joe Ghent, Lancaster Conservation District Chair
 - b. Recognition of Allen Blackmon, Council Member District 6, for Graduating from the South Carolina Association of Counties Institute of Government for County Officials - Level I - Presented by Chairman Steve Harper
 - c. Recognition of Terry Graham, Council Member District 1, for Graduating from the South Carolina Association of Counties Institute of Government for County Officials - Level I and Level II - Presented by Chairman Steve Harper
6. **Citizens Comments**

[While in-person Citizens Comments are not currently suspended, due to public health and safety considerations and the need for continued social distancing, the County is strongly encouraging citizen input and comments be submitted in writing prior to the meeting. Comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, email at ssimpson@lancastersc.net or by using the following link on our website where you can submit Citizens Comments online (look for the link on the right hand side of the page) - <https://www.mylancastersc.org/index.asp?SEC=DF11C6C4-BC53-4CD5-8A07-0847EAA1F478> Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to

7. **Consent Agenda**

[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

- a. Approval of Minutes from the August 10, 2020 County Council Regular Meeting
- b. 3rd Reading of Ordinance 2020-1676 regarding Amending the Lancaster County Code Related To Alarms
Ordinance Title: An Ordinance To Amend Section 19-104 Of The Lancaster County Code And Delete Sections 19-107, 19-108, 19-109, And 19-110 Of The Lancaster County Code Related To Alarms. - ***Passed 7-0 at the July 20, 2020 County Council Meeting. Passed 7-0 at the August 10, 2020 County Council Meeting. - Steve Willis***
- c. 2nd Reading of Ordinance 2020-1679 regarding Authorization of a Fee Agreement between Lancaster County and Crossridge Center, LLC
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Crossridge Center, LLC, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***(Positive Recommendation - Administration Committee). Passed 7-0 at the August 10, 2020 County Council Meeting. - Jamie Gilbert***
- d. 2nd Reading of Ordinance 2020-1681 regarding Rezoning Property Owned By Indian Land Ventures, LLC from MX to RB (Applicant Whitehall Development Group, LLC)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 14.809 Acre Tract Of Property (TMS # 0013-00-047.02) Owned By Indian Land Ventures, LLC, And Located On The South Side Of Collins Road, Approximately 300 Feet East Of Charlotte Highway/US-521, Indian Land, South Carolina, From MX, Mixed Use District, To RB, Regional Business District. - ***Planning Department Case Number: RZ-020-1252. Planning Commission recommended approval by a vote of 5-1. Passed 7-0 at the August 10, 2020 County Council Meeting. - Rox Burhans***
- e. 2nd Reading of Ordinance 2020-1682 regarding Rezoning Property Owned by Taylor's Grove Baptist Church From INS to GB (Applicant Whitehall Development Group, LLC)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 6.67 Acre Tract Of Property (TMS # 0049-00-095.00) Owned By Taylor's Grove Baptist Church Of Lancaster, Inc., And Located On The West Side Of U.S. Highway 521, Approximately 1,000 Feet South Of Shiloh Unity Road, Lancaster, South Carolina, From INS, Institutional District, To GB, General Business District. - ***Planning Department Case Number: RZ-020-1253. Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the August 10, 2020 County Council Meeting. - Rox Burhans***
- f. 2nd Reading of Ordinance 2020-1683 regarding Approval of the Extension of the Investment Period, First Amendment to the Fee Agreement and Special Source Revenue Credits for Project Pumpkin
Ordinance Title: An Ordinance To Authorize And Approve The Extension Of The Investment Period As Set Forth In The Fee Agreement Between Lancaster County, South Carolina And Project Pumpkin; And To Authorize And Approve The Execution And Delivery Of The First Amendment To The Fee Agreement Between Lancaster County, South Carolina And Project Pumpkin, So As To Provide Special Source Revenue Credits For An Expansion Of The Project. - ***Passed 7-0 at the August 10, 2020 County Council Meeting. - Jamie Gilbert***
- g. 2nd Reading of Ordinance 2020-1684 regarding Amending the Code of Ordinances Related to

Rehabilitated Historic/Low and Moderate Income Properties

Ordinance Title: An Ordinance To Amend Article 2 Of Chapter 28 Of The Lancaster County Code Of Ordinances Related To Rehabilitated Historic/ Low And Moderate Income Properties And To Provide For Matters Related Thereto. - ***(Positive Recommendation - Administration Committee).***
Passed 7-0 at the August 10, 2020 County Council Meeting. - Ashley Davis

8. **Non-Consent Agenda**

- a. Resolution 1099-R2020 regarding Establishing the Tax Year 2020 Local Option Sales Tax Credit Factor
Resolution Title: A Resolution Establishing The Local Option Sales Tax Credit Factor For The 2020 Tax Year. - ***Veronica Thompson/Steve Willis***
- b. Public Hearing and 2nd Reading of Ordinance 2020-1677 regarding Amending the Lancaster County Procurement Code
Ordinance Title: An Ordinance To Amend The Lancaster County Procurement Code, So As To Include Additional Legal Construction Project Delivery Methods, Add Cooperative Purchasing As An Allowed Procurement Method, And Provide Clarity On Existing Procurement Procedures - ***(Positive Recommendation - Administration Committee).*** ***Passed 7-0 at the August 10, 2020 County Council Meeting. - Cathy McDaniel/Alison Alexander***
- c. Public Hearing and 1st Reading of Ordinance 2020-1686 regarding Amending the Zoning Map of Lancaster County to Rezone 42 Parcels to Bring Them Into Conformity with Current Zoning Regulations
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 42 Parcels To Bring The Parcels Into Conformity With Current Zoning Regulations As Described In The Lancaster County Unified Development Ordinance. The Properties Are Primarily Located Near The Intersection Of Doby's Bridge Road And Charlotte Highway, Fort Mill Highway And Charlotte Highway, And Springdale Road And Williams Estate Drive, Indian Land, South Carolina And The Rezonings Will Be From MX, Mixed-Use, RMX, Residential Mixed-Use, Or IMX, Industrial Mixed-Use To Various Re-zoning Districts. - ***Planning Department Case Number: RZ-020-1614. Planning Commission recommended approval by a vote of 4-0. - Rox Burhans***

9. **Discussion and Action Items**

- a. Committee Reports:
 - 1. Administration Committee - Committee Chair Charlene McGriff
 - 2. Infrastructure & Regulation (I & R) Committee - Committee Chair Larry Honeycutt
 - 3. Public Safety Committee - Committee Chair Brian Carnes
 - 4. Trail Advisory Committee - Committee Chair Brian Carnes
- b. Appointments to Various Boards and Commissions
 - Brent Stogner as the District 3 Representative on the Recreation Advisory Board
- c. Information Only Item - EMS Grant - Steve Willis/Clay Catoe
- d. Information Only Item - Economic Development Grant - Steve Willis/Jamie Gilbert
- e. Acceptance of Economic Development Grant - Steve Willis/Jamie Gilbert

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

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2019-1626 regarding Authorization of a Fee Agreement with Project Dumping

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Dumping Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize A Ten-Year Extension Of The Term Of An Existing Fee Agreement; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 7-0 at the November 12, 2019 County Council Meeting. Passed 6-0 at the November 25, 2019 County Council Meeting. - Jamie Gilbert***

11. Miscellaneous Reports and Correspondence

a. Monthly Budget Report June 2020

This is the monthly report for the month of June 2020. This is ***not*** a final audit statement. Revenues will continue to be posted back until the end of August.

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

a. One Item:

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

14. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Approve or amend the minutes from the August 10, 2020 County Council regular meeting.

Points to Consider:

The draft minutes from the August 10, 2020 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Council can approve or amend the minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 8-10-2020 County Council Regular Meeting	8/20/2020	Backup Material

Council Members

District 1: Terry Graham
District 2: Charlene McGriff, Vice-Chair
District 3: Billy Mosteller
District 4: Larry Honeycutt, Secretary
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

August 10, 2020

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

MINUTES

Council Members present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: None

Staff Members present: Steve Willis, County Administrator; Alison Alexander, Deputy County Administrator; Daniel Plyler, Acting County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Jeff Catoe, Public Services Director; Clay Catoe, EMS Director; Cathy McDaniel, Procurement Director; Ashley Davis, Planner; various staff; the press; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time.

Call to Order Regular Meeting - Chairman Steve Harper

Chairman Steve Harper called the regular meeting of Council to order at approximately 6:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Allen Blackmon

Allen Blackmon led the Pledge of Allegiance to the American Flag, led everyone in a moment of silence in honor of Lonnie Catoe, the last World War II POW in Lancaster County, and delivered the Invocation.

Approval of the Agenda

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

Billy Mosteller moved to amend the agenda to remove Item 8g (Ordinance 2020-1680) regarding rezoning property of Mark and James Haldeman since the applicant wishes to withdraw this rezoning application and reapply for rezoning with a modified application; and moved to remove all Economic Development matters from the Executive Session briefing; and moved to move Item 9d (Discussion of the face covering Ordinance or Resolution) up to the top of the Non-Consent agenda; and moved to remove Item 7c (Ordinance 2020-1675) from the Consent Agenda and move it to the Non-Consent Agenda, so that it will become Item 8m, because the Ordinance needs a motion to amend. Seconded by Terry Graham.

Motion to Amend Passed 7-0.

Motion to Approve the Agenda as Amended Passed 7-0.

Special Presentations

Steve Willis explained that Darren Player was not able to attend the Council meeting and so he recognized Lancaster County as having been designated as a Fire Safe Community by the State of South Carolina.

Citizens Comments

Steve Willis provided a brief summary of the following written Citizen Comments, twenty-four in all, that were submitted via email or via the County website and he noted, for the record, that Council had received copies of the full written comments that were submitted *[and are attached as Schedule A to the written minutes in the Clerk to Council's office]*:

1. Erin Moon-Kelly, no address given, was against a mask ordinance as it would go against State law and felt that the government should not act on this matter;
2. Grace Ashley, Heath Springs, SC, felt that face mask ordinances are unconstitutional;
3. Suzanne Penuel, Lancaster, SC, noted that polls show that most citizens support wearing masks and that the Governor should act;
4. Ruth Blair, Lancaster, SC, felt that OSHA requirements should be followed before wearing masks;
5. Marty Haynes, Lancaster, SC, stated that he was against businesses having to enforce a mask ordinance;
6. Dan Safer, Indian Land, SC, stated that he was against a mask ordinance and that mask ordinances infringe on the liberties of citizens;
7. Amber Canaan, RN, no address given, stated that masks, and even medical masks, are ineffective in preventing transmission of disease;
8. Casey Coley, Lancaster, SC, felt that the decision on wearing masks is a matter of individual liberty;
9. Alison Wright, Heath Springs, SC, says that masks can make you sick and are unconstitutional;
10. Krista Larrimore, Lancaster, SC, says that masks are ineffective and are against personal rights;
11. Jana, no last name given, Lancaster, SC, says masks are ineffective and that the sick should be quarantined;
12. Kylie Allen, Lancaster, SC, says that masks are ineffective and against personal rights;
13. Reverend Huey Mills, Lancaster, SC, says that people can take care of themselves and if people are not happy then they can leave;
14. Lynda Williams, no address given, says that she is in favor of a mask ordinance to slow the spread of the virus;
15. Ashley Knight, Heath Springs, SC, felt that masks do not work and was worried about a child's face being covered if abducted;
16. Erica Coy, no address given, opposed a mask ordinance and would not obey it;
17. Courtney Garrison, Lancaster, SC, felt that cloth masks are ineffective and could cause panic attacks for wearers;

18. Amanda Banholzer, no address given, felt that masks are ineffective and that the virus is here to stay so citizens need to learn to live with it;
19. Paula Blackmon, no address given, opposed the mask ordinance and would not shop at any stores requiring them or eat at a restaurant requiring them *[Steve Willis noted, for the record, that some places are mandated to have masks by the actions of others; such as restaurants and public gatherings by action of the Governor; schools and school buses by action of the School Superintendent, State buildings by order of the Governor and court facilities by order of the Chief Justice];*
20. Paul Banholzer, no address given, opposed a mask ordinance;
21. Tanya Munn, Kershaw, SC, opposed kids wearing masks in schools because it would cause breathing problems;
22. Mary Atkinson, no address given, requested that the wearing of masks be optional;
23. Joseph Coy, Heath Springs, SC, stated that he would not shop in businesses requiring a mask; and
24. Brandon Coker, Lancaster, SC, stated that he did not feel that children should have to wear masks.

The following citizens signed up for and spoke during Citizens Comments:

1. Sheila Hinson, Kershaw, SC, spoke in opposition to the Ordinance requiring face coverings and noted that citizens need a choice;
2. Kim Lineberger, Lancaster, SC, spoke in opposition to the Ordinance requiring face coverings but stated that she supported the Resolution encouraging citizens to wear face coverings;
3. Bob Henderson, Lancaster, SC, spoke in opposition to the Ordinance requiring face coverings and he provided a handout that is attached as Schedule B to the written minutes in the Clerk to Council's office;
4. Amber Canaan, Heath Springs, SC, spoke in opposition to the Ordinance requiring face coverings;
5. Ruth Blair, Lancaster, SC, spoke in opposition to the Ordinance requiring face coverings;
6. Brenda Williams, Kershaw, SC, spoke in opposition to the Ordinance requiring face coverings; and
7. Mike Borquez, Kershaw, SC, spoke in opposition to the Ordinance requiring face coverings and stated that it should be up to the individual on whether to wear them.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items 7a. and 7b. *[as listed in the Agenda packet, which are the same as Item a. and Item b. listed below]*. Seconded by Charlene McGriff. Motion Passed 7-0.

- a. **Approval of Minutes from the July 20, 2020 County Council Regular Meeting**
- b. **3rd Reading of Ordinance 2020-1674 regarding Amending the County Code Relating to Parliamentary Procedures**

Ordinance Title: An Ordinance To Amend The Lancaster County Code, Relating To Parliamentary Procedures For Council Meetings, Including Committee Meetings, And All Boards And Commissions For Which County Council Appoints To Majority Of Members, So As To Adopt The Model Rules Of Parliamentary Procedures For South Carolina Counties As Modified To Comport With Existing Lancaster County Practices And Procedures.

Non-Consent Agenda

Discussion and Action Items

Consideration of Potential Emergency Ordinance Providing for Face Coverings or Resolution Encouraging the Use of Face Coverings - Steve Willis

Steve Willis explained that Council has three choices: (1) pass an ordinance mandating face coverings; (2) pass a resolution encouraging masks; or (3) take no action. Steve Willis explained that he will have an Administrative

Directive by the end of week that will mirror for County facilities what the State is requiring in State buildings, which is that masks have to be worn.

Allen Blackmon moved to approve Resolution 1098-R2020 which encourages the use of face coverings. Seconded by Larry Honeycutt. Motion Passed 7-0.

Council took a break in the meeting starting at approximately 6:51 p.m. Steve Harper resumed the meeting at approximately 6:57 p.m.

Non-Consent Agenda

Resolution 1094-R2020 regarding an Inducement Resolution for the Crossridge Center Class A Office Speculation Building

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Crossridge Center, LLC, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Fee Agreement Including The Provision Of Special Source Revenue Credits; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; And To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park.

Jamie Gilbert provided a handout that included pictures, maps and lease information for the Crossridge Center and that handout is attached as Schedule C to the written minutes in the Clerk to Council's office.

Brian Carnes moved to approve Resolution 1094-R2020. Seconded by Terry Graham. Motion Passed 7-0.

1st Reading of Ordinance 2020-1679 regarding Authorization of a Fee Agreement between Lancaster County and Crossridge Center, LLC

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

Charlene McGriff moved to approve the 1st Reading of Ordinance 2020-1679. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and Resolution 1095-R2020 regarding Approval of a Conditional Use Application to Permit a Non-Franchised Car Dealership (Applicant Roman Liventsov)

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership Upon County Tax Map # 0060-00-111.00, 1962 John Overall Road, Lancaster, South Carolina.

Steve Willis noted, for the record, that no citizens signed up to speak at the Public Hearing for Resolution 1095-R2020.

Steve Harper opened the Public Hearing at approximately 7:13 p.m.

There were approximately 5 citizens in attendance during the Public Hearing for this Resolution.

The following speakers came forward to make comments regarding the Resolution: None

Steve Harper closed the Public Hearing at approximately 7:13 p.m.

Billy Mosteller moved to approve Resolution 1095-R2020. Seconded by Charlene McGriff. Motion Passed 7-0.

Public Hearing and Resolution 1096-R2020 regarding Approval of a Conditional Use Application to Permit a Non-Franchised Car Dealership at 2160 Flat Creek Road (Applicant 903 Motors, LLC)

Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Non-Franchised Car Dealership To Be Located Upon Tax Map # 0080J-0G-001.00, At 2160 Flat Creek Road, Lancaster, South Carolina.

Steve Willis noted, for the record, that no citizens signed up to speak at the Public Hearing for Resolution 1096-R2020.

Steve Harper opened the Public Hearing at approximately 7:17 p.m.

There were approximately 5 citizens in attendance during the Public Hearing for this Resolution.

The following speakers came forward to make comments regarding the Resolution: None

Steve Harper closed the Public Hearing at approximately 7:17 p.m.

Charlene McGriff moved to approve Resolution 1096-R2020. Seconded by Allen Blackmon. Motion Passed 7-0.

Resolution 1097-R2020 regarding Amending the Inducement Resolution for PPE Manufacturing to Locate Production Operations in Lancaster County

Resolution Title: A Resolution To Prevent The Disruption Of Critical Pharmaceutical And Personal Protective Equipment (PPE) Supply Chains By Inducing Qualifying Pharmaceutical And/Or PPE Manufacturing To Locate Production Operations In Lancaster County

Brian Carnes moved to approve Resolution 1097-R2020. Seconded by Charlene McGriff. Motion Passed 7-0.

Public Hearing and 2nd Reading of Ordinance 2020-1676 regarding Amending the Lancaster County Code Related To Alarms

Ordinance Title: An Ordinance To Amend Section 19-104 Of The Lancaster County Code And Delete Sections 19-107, 19-108, 19-109, And 19-110 Of The Lancaster County Code Related To Alarms.

Steve Willis noted, for the record, that no citizens signed up to speak at the Public Hearing for the 2nd Reading of Ordinance 2020-1676.

Steve Harper opened the Public Hearing at approximately 7:23 p.m.

There were approximately 5 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments regarding the Ordinance: None

Steve Harper closed the Public Hearing at approximately 7:23 p.m.

Terry Graham moved to approve the 2nd Reading of Ordinance 2020-1676. Seconded by Billy Mosteller. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2020-1680 regarding Rezoning Property Owned by Mark Haldeman and James Haldeman From LDR to MDR

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 14.61 Acre Tract Of Property (TMS # 0002-00-008.00) Owned By Mark Haldeman And James Haldeman, And Located On The West Side Of Harrisburg Road, Approximately 155 Feet North Of Lancashire Drive, Indian Land, South Carolina, From LDR, Low Density Residential District, To MDR, Medium Density Residential District.

This item was removed from the agenda during the Approval of the Agenda at the request of the applicant. Please see the [Approval of the Agenda](#) for the motion and vote removing the item from the Agenda.

The Public Hearing was not held since the applicant requested to modify his rezoning application.

Public Hearing and 1st Reading of Ordinance 2020-1681 regarding Rezoning Property Owned By Indian Land Ventures, LLC from MX to RB (Applicant Whitehall Development Group, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 14.809 Acre Tract Of Property (TMS # 0013-00-047.02) Owned By Indian Land Ventures, LLC, And Located On The South Side Of Collins Road, Approximately 300 Feet East Of Charlotte Highway/US-521, Indian Land, South Carolina, From MX, Mixed Use District, To RB, Regional Business District.

Steve Willis noted, for the record, that no citizens signed up to speak at the Public Hearing for the 1st Reading of Ordinance 2020-1681.

Steve Harper opened the Public Hearing at approximately 7:28 p.m.

There were approximately 5 citizens in attendance during the Public Hearing for this Ordinance.
The following speakers came forward to make comments regarding the Ordinance: None
Steve Harper closed the Public Hearing at approximately 7:28 p.m.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2020-1681. Seconded by Charlene McGriff.
Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2020-1682 regarding Rezoning Property Owned by Taylor's Grove Baptist Church From INS to GB (Applicant Whitehall Development Group, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 6.67 Acre Tract Of Property (TMS # 0049-00-095.00) Owned By Taylor's Grove Baptist Church Of Lancaster, Inc., And Located On The West Side Of U.S. Highway 521, Approximately 1,000 Feet South Of Shiloh Unity Road, Lancaster, South Carolina, From INS, Institutional District, To GB, General Business District.

Steve Willis noted, for the record, that no citizens signed up to speak at the Public Hearing for the 1st Reading of Ordinance 2020-1682.

Steve Harper opened the Public Hearing at approximately 7:31 p.m.

There were approximately 4 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments regarding the Ordinance: None

Steve Harper closed the Public Hearing at approximately 7:32 p.m.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2020-1682. Seconded by Terry Graham.
Motion Passed 7-0.

1st Reading of Ordinance 2020-1683 regarding Approval of the Extension of the Investment Period for Project Pumpkin

Ordinance Title: An Ordinance To Authorize And Approve The Extension Of The Investment Period As Set Forth In The Fee Agreement Between Lancaster County, South Carolina And Project Pumpkin; And To Authorize And Approve The Execution And Delivery Of The First Amendment To The Fee Agreement Between Lancaster County, South Carolina And Project Pumpkin, So As To Provide Special Source Revenue Credits For An Expansion Of The Project.

Jamie Gilbert announced that the name of the company is Silgan Containers.

Brian Carnes moved to approve the 1st Reading of Ordinance 2020-1683. Seconded by Allen Blackmon.
Motion Passed 7-0.

1st Reading of Ordinance 2020-1684 regarding Amending the Code of Ordinances Related to Rehabilitated Historic/Low and Moderate Income Properties

Ordinance Title: An Ordinance To Amend Article 2 Of Chapter 28 Of The Lancaster County Code Of Ordinances Related To Rehabilitated Historic/ Low And Moderate Income Properties And To Provide For Matters Related Thereto.

Ashley Davis provided two pages of handouts, entitled "Bailey Bill Process for Historic Properties" and "Bailey Bill Process for Low Income Properties," which are attached as Schedule D to the written minutes in the Clerk to Council's office.

Brian Carnes moved to approve the 1st Reading of Ordinance 2020-1684. Seconded by Charlene McGriff.
Motion Passed 7-0.

1st Reading of Ordinance 2020-1677 regarding Amending the Lancaster County Procurement Code

Ordinance Title: An Ordinance To Amend The Lancaster County Procurement Code, So As To Include Additional Legal Construction Project Delivery Methods, Add Cooperative Purchasing As An Allowed Procurement Method, And Provide Clarity On Existing Procurement Procedures

Brian Carnes moved to approve the 1st Reading of Ordinance 2020-1677. Seconded by Allen Blackmon. Motion Passed 7-0.

3rd Reading of Ordinance 2020-1675 regarding Placing the Question of Amending the Lancaster County Form Of Government on the November Ballot

Ordinance Title: An Ordinance To Call For A Referendum To Allow The Qualified Electors Of Lancaster County, South Carolina To Vote To Retain The Council/Administrator Form Of Government Or Change To The Council/Manager Form Of Government.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2020-1675. Seconded by Allen Blackmon.

Brian Carnes moved to amend Ordinance 2020-1675 in the form of the proposed amended ordinance included in the agenda package. The proposed amended ordinance modifies the ordinance body and the referendum question to make it clear that if the Council-Manager form of government is approved by the electorate the positions of Auditor and Treasurer can be either appointed or elected positions at the discretion of County Council. Seconded by Charlene McGriff.

Motion to Amend Passed 7-0.

Motion to Approve the 3rd Reading of Ordinance 2020-1675 as Amended Passed 7-0.

Discussion and Action Items

Pending Projects Update for New Construction and Major Renovation Projects - Alison Alexander

Alison Alexander noted that the full pending projects report was in the Council packet. She noted that the EMS 4/9 stormwater issues were being addressed by the architect, engineer and contractor. She noted that Councilman Blackmon participated in a virtual meeting with the designers for the Heath Springs soccer complex to address the parking. She asked that if any Council Members wished to tour the Animal Shelter that they let staff know.

Appointments to Various Boards and Commissions

- Christopher P. Madden as the Flat Creek Fire Department representative on the Fire Commission
- Tamecca Neely as the District 2 representative on the Planning Commission to fill an unexpired term that will end on 06/30/2023
- W. Frank Ferguson as the second District 4 representative on the Keep Lancaster County Beautiful Committee where he will be serving his first term that will expire on 06/30/2023

Charlene McGriff moved to approve all appointments listed on the agenda. Seconded by Larry Honeycutt.
Motion Passed 7-0.

Approval of Revised Organizational Chart

(Positive Recommendation - Administration Committee). - Alison Alexander

Alison Alexander provided a handout of an updated Organizational Chart that was revised after the agenda was posted and that updated Organizational Chart is attached as Schedule E to the written minutes in the Clerk to Council's office. Council and staff discussed the updated and revised Organizational Chart. They discussed whether they should go into Executive Session to discuss the personnel matters involved with the revised chart. Billy Mosteller stated that he is not in favor of combining the Planning and Zoning Departments. Council and staff discussed whether the revised Organizational Chart had been to the Administration Committee and it was noted that the revised chart did go to the Administration Committee.

Steve Willis noted that the Development Services re-organization has received praise over the past year. Steve Harper noted that the Development Services process is much more business friendly and is, overall, much better. He did note that the big question is whether to combine two departments.

Council and staff discussed whether the revised Organizational Chart should go back to the Administration

Committee.

Brian Carnes moved that the revised Organizational Chart go back to the Administration Committee for review and comments. Seconded by Terry Graham. Motion Passed 7-0.

Status of items tabled, recommitted, deferred or held

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2019-1626 regarding Authorization of a Fee Agreement with Project Dumping
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Dumping Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize A Ten-Year Extension Of The Term Of An Existing Fee Agreement; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - *Passed 7-0 at the November 12, 2019 County Council Meeting. Passed 6-0 at the November 25, 2019 County Council Meeting. - Jamie Gilbert*

This item was not discussed during the Council meeting and was for information only for Council and citizens.

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the meeting.

Citizens Comments

All citizens were heard during Citizens Comments held at the beginning of the Council meeting.

Executive Session

One Item:

1. *Discussion of a Contractual Matter. SC Code 30-4-70(a)(2).*

Terry Graham moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 7-0. At approximately 8:22 p.m., Council went into Executive Session to discuss the following item: (1) a discussion of a contractual matter, pursuant to South Carolina Code 30-4-70(a)(2). John DuBose, County Attorney, joined Council in Executive Session via telephone conference call.

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:43 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Larry Honeycutt. Motion Passed 7-0.

Upon returning to open session, Daniel Plyler noted, for the record, that during Executive Session, Council had a briefing on one contractual matter. He explained that, during Executive Session, no votes were taken and no decisions were made.

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Terry Graham. Motion Passed 7-0. There being no further business, the Council meeting adjourned at approximately 8:44 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1676

Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney

Department: Administration

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

To delete a section of the County Code requiring a burglar alarm registration fee and to delete sections related to penalties for false alarms.

Points to Consider:

The first part deletes a ten dollar (\$10) registration fee for burglar alarms. This was instituted back in the day when alarms contacted the Sheriff's Office directly via recorded message over a telephone line. Modern alarms are monitored by a central alarm station which has the owner information.

The second section deletes certain portions of the code related to false alarms. These sections have never been utilized and this comes at the request of the Sheriff's Office.

The County Attorney and Sheriff's Office Attorney collaborated on these changes.

Please note that there was never a registration fee for fire alarms but that section 14-2 of the County Code related to false fire alarms remains in place as is at the request of the Fire Commission.

Funding and Liability Factors:

N/A - the \$10 fee has not been collected for several years due to the systems being monitored by the alarm companies.

Council Options:

Approve or reject the ordinance.

Recommendation:

Due to time constraints this is coming to County Council prior to the Public Safety Committee. It has been sent to all members and I defer to Committee Chairman Carnes for any comments.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1676	7/13/2020	Ordinance

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2020 – 1676

COUNTY OF LANCASTER

)

)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND SECTION 19-104 OF THE LANCASTER COUNTY CODE AND DELETE SECTIONS 19-107, 19-108, 19-109, AND 19-110 OF THE LANCASTER COUNTY CODE RELATED TO ALARMS.

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

Section 1. Findings and determinations.

WHEREAS, several sections of Article 6 of Chapter 19 of the Lancaster County Code relate to alarm systems that directly dialed the Sheriff's Office rather than connecting to a central monitoring station; and

WHEREAS, certain provisions need to be amended or removed as they are antiquated and no longer utilized; and

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

Section 2. Sections 19-104, 19-107, 19-108, 19-109, and 19-110 of the Lancaster County Code are amended as follows:

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.~~

~~Sec. 19-107. — Determination of false alarm; rebuttable presumption.~~

~~For the purposes of this article, there is a rebuttable presumption that the following determinations made by the sheriff or by a sheriff's deputy dispatched to the premises reporting an alarm signal are correct:~~

- ~~(1) There is no evidence of a crime or other activity that would warrant a call for immediate sheriff's office assistance at the premises;~~
- ~~(2) No individual who was on or near the premises or who has viewed a video communication from the premises called for a sheriff's office dispatch or verified a need for an immediate sheriff's office response;~~
- ~~(3) There is no evidence that violent conditions of nature or other extraordinary circumstances beyond the control of the alarm user caused the activation of the alarm.~~

~~Sec. 19-108. — Penalty for false alarm.~~

~~(a) A ninety day grace period should be afforded to all alarm system users beginning September, 1, 2002, and ending November 30, 2002. After a false alarm is deemed a violation of this ordinance, the alarm user shall be fined fifty dollars (\$50.00) for each offense; however, no charge will be levied for the first violation which occurs after December 1, 2002.~~

~~(b) Any user cited can eliminate the issuance of a citation by providing proof that the system has been inspected and approved by the alarm company within thirty (30) days after the false alarm (see appeal procedure below).~~

~~Sec. 19-109.~~ Appeal of false alarm fine.

~~(a) An alarm system user may appeal the penalty incurred for a false alarm to the magistrate, who may waive the penalty and clear the notice of the violation as a warning.~~

~~(1) The notice to the alarm user describes a violation;~~

~~(2) Within thirty (30) days after the date of the notice of a false alarm, the alarm user either follows the instructions on the back of the notice of violation to arrange an appearance in court or mails a written response to the court requesting a waiver and clearance as a warning.~~

~~(b) In any appeal of a false alarm penalty, the alarm user may present evidence before the magistrate, or in the written response to the court that shows the steps that the alarm user or alarm system monitoring company has taken, or is taking, to correct the false alarm problem; the facts and circumstances of the false alarm; and other relevant information.~~

~~Sec. 19-110.~~ No response to frequent false alarms; appeal of no response determination.

~~(a) The sheriff may consider such a call for assistance as an additional factor in the sheriff's decision to order an immediate sheriff's office response when an in-person call, verification from a person at or near the premises, or other independent evidence shows a need for immediate sheriff's office assistance at the premises.~~

~~(b) To discourage false alarms, the sheriff shall adopt a process of sending a letter or delivering other written notice informing the alarm user who has had a false alarm of the consequences of excessive false alarms, the need to take corrective action, and the prospect that four (4) false alarms in a six-month period shall result in the sheriff's office disregarding alarms from the premises and not responding to requests for immediate sheriff's office assistance unless there is an in-person call for assistance from someone at or near the premises or other independent information that verifies the need for an immediate sheriff's office response.~~

Sections 19-107 through 19-110 RESERVED.

Section 3. Effective date.

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	July 20, 2020
Second Reading:	August 10, 2020
Public Hearing:	August 10, 2020
Third Reading:	August 24, 2020

Approved as to form:

John DuBose, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1679

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

CrossRidge Center is a new 190 acre mixed used development in Indian Land that will include over 400,000 Class A office space. CrossRidge is seeking to construct a new 120,000 Class A spec office building designed for corporate headquarters operations. The \$26 million project will be an anchor project for the development of the business park.

Over the last several years, the Lancaster County Department of Economic Development has identified the lack of available industrial and office buildings for lease or purchase as a top issue that we must be address if we are to have continued success in the recruitment and expansion of businesses to Lancaster County. Economic Development believes that new commercial real estate projects are most successful and economical when done by the private sector, rather than the County.

In an effort to encourage spec building development, Economic Development recommends that Lancaster County assist developers through targeted incentives. The CrossRidge spec office building is an ambitious initiative that carries significant risk to the developer. Economic Development greatly appreciates CrossRidge's willingness to move forward with this project during a challenging business climate. As a result, Economic Development is recommending the following property tax incentives for the project:

- A 20 Year Fee-In-Lieu-of-Tax (FILOT) agreement for the spec office building that will have a 6% assessment and fixed millage rate of 325.4 mills.
- A 10 Year Special Source Revenue Credit (SSRC) applied against the annual FILOT payments. The credit amount would be as follows: 70% in Year 1, 63% in Years 2 and 3, and 50% in Years 4-10.

Points to Consider:

- Lancaster County has a shortage of Class A office space to accommodate large new and expanding corporate projects.
- In 2020, Lancaster County has seen more interest from prospective corporate facility projects than in 2019 or 2018.
- It appears there may be a shift of corporate facilities to the suburban office market, after several years of being primarily urban focused. The CrossRidge spec building better positions Lancaster County to capitalize on this emerging trend.
- Spec buildings are a high risk for developers since there is uncertainty as to when a tenant or tenants will occupy the space.
- Providing incentives for the spec building will assist tremendously in jump-starting the development of CrossRidge Center.

Funding and Liability Factors:

There are no funding or liability factors. The incentives provide a deferral of new property tax dollars that would not otherwise be there if the building was not constructed. After incentives, the spec building will generate more than \$2,600,000 in property taxes over its first ten years.

Council Options:

The Lancaster County Council can approve, table or decline the ordinance.

Recommendation:

Economic Development recommends the County Council approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1679	7/27/2020	Ordinance
Fee Agreement for Ordinance 2020-1679	7/27/2020	Agreement
CrossRidge Office Building Flyer	8/18/2020	Backup Material

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2020-1679

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

Section 1. Findings.

The Lancaster County Council finds that:

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

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code, as amended, and Section 12-44-70 of the Act to provide special source revenue credits (“SSRCs”) 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) Crossridge Center, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Sponsor”) is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which investments are eligible for inclusion as economic development property, the cost of which is estimated to be approximately Twenty-Six Million Dollars (\$26,000,000) (the “Project”);

(d) pursuant to Resolution No. 1094-R2020, adopted _____, 2020, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a FILOT incentive with the Sponsor, and (ii) the provision of SSRCs against the FILOT payments to be made by the Company in connection with the Project;

(e) the Sponsor has caused to be prepared and presented to the Council the form of a Fee Agreement by and between the County and the Sponsor (the “Fee Agreement”), which provides for FILOT payments utilizing (i) a six percent (6%) assessment ratio, (ii) a fixed millage rate of 325.4 mills, (iii) a term of twenty (20) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), (iv) an Investment Period of ten (10) years, and (v) SSRCs equal to (w) seventy percent (70%) of the FILOT payments for the first year in which FILOT payments are required to be made thereunder, (x) sixty-three (63%) of such payments for years two (2) through three (3), and (y) fifty percent (50%) of such payment for year four (4) through ten (10); and

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

Section 2. 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 incorporated municipality or a charge against its general credit or taxing power.

(e) The purposes to be accomplished by the Project 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 are greater than the costs.

Section 3. Approval of Fee Agreement.

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

Section 4. Approval and Execution of Fee Agreement.

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

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	August 10, 2020
Second Reading:	August 24, 2020
Public Hearing:	September 14, 2020
Third Reading:	September 14, 2020

Approved as to form:

John K. DuBose, III, County Attorney

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Exhibit A to Ordinance No. 2020-1679

Fee Agreement

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

CROSSRIDGE CENTER, LLC

Dated as of _____, 2020

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FEE AGREEMENT

This FEE AGREEMENT (this “Agreement”) is dated as of _____, 2020, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and CROSSRIDGE CENTER, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Sponsor” and “Company” and, together with any subsequently joined Sponsor Affiliate(s), the “Companies”).

WITNESSETH:

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

WHEREAS, the Companies propose to construct a corporate office facility in the County; and

WHEREAS, the Companies anticipate that the Project will result in an investment of at least \$26,000,000 in the County; and

WHEREAS, the County Council approved on _____, 2020, Resolution No. _____ (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

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

3000 Worldreach Drive
Lancaster County, South Carolina
Portion of Tax Map No. 0010-00-059.00 [MORE SPECIFIC
INFORMATION NEEDED]
3. Minimum investment agreed upon: \$2,500,000.
4. Length and term of this Agreement: 20 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 325.4 mills.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 70% of Negotiated FILOT Payments for the first year in which Negotiated FILOT Payments are required to be made hereunder; 63% of such payments for years two (2) and three (3); and 50% of such payment for years four (4) through ten (10);
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

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

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

“*Act Minimum Investment Requirement*” shall have the meaning set forth in Section 5.01(i).

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

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

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of _____, 2020.

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

“*Company*” shall mean the Sponsor, as defined in the first sentence of this Agreement.

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

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

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

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

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

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

“*Event of Default*” shall mean an Event of Default as defined in Section 12.01 hereof.

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

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

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

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

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the property tax year in which this Agreement is executed by the Companies and the County.

“*Land*” shall mean the land upon some or all of which the Project will be located, as identified and described in Exhibit A attached hereto. County and Company agree that during the Investment Period, the Company may, in its sole discretion, identify the portions of the land identified and described in Exhibit A for inclusion in the Project. Company shall identify the portions of Land identified and described in Exhibit A for inclusion in the Project as part of the Company’s annual filing with the Department of Revenue on the forms or schedules required by

the Department of Revenue to be filed for projects subject to the Act. The portions of the land included in the Project must be distinctly identified in the records of the County tax officials, including having a unique parcel or tax map number. Any portions of the land that have not been identified by the Company for inclusion in the Project shall not be treated as being in the Project and shall not receive the benefits of this Agreement. Notwithstanding the provisions of Section 4.03(i), land other than the land in Exhibit A may be included in the Project only by amendment to this Agreement as provided in Section 13.12 of this Agreement.

“Multi-County Park” means the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as authorized by the Multi-County Park Act or such other multi-county park established in accordance with the Multi-County Park Act.

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

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

“Non-Qualifying Property” shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(iii) hereof.

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

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

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

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may

be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credits” or *“SSRCs”* shall mean the Special Source Revenue Credits described in Sections 5.01 and 6.01 hereof.

“Sponsor” shall have the meaning set forth in the first sentence of this Agreement.

“Sponsor Affiliate” shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County pursuant to the provisions of Section 9.04 of this Agreement.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 11.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or

arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

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

(f) Sponsor intends to operate the Project for office facilities and any related purposes. The Project constitutes a “project” and “economic development property” as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies’ decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law, including but not limited to the provision of additional and/or increased Special Source Revenue Credits. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any

other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by each Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. If this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to any of the Companies. Notwithstanding anything in this Section 3.03 to the contrary, the Companies shall be entitled to the benefits and rights provided or referenced in Section 5.01(h).

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Companies have otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

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

ARTICLE IV

MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. [Intentionally omitted.]

Section 4.02. Reporting and Filing.

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

(b) [Intentionally omitted.]

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

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

(d) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies’ operations and processes (“Confidential Information”) and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies’ employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

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

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

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from

the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County and as such may be permitted under the Simplified FILOT Act.

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to determine, subject to applicable law, the first year in which the Negotiated FILOT shall apply by means of the Company's annual filing with the Department of Revenue of Schedule T to Department of Revenue Form PT-300, a copy of which shall be provided by each Company to the officials and counties as required by Section 4.02(a) of this Agreement.

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

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were not Economic Development Property; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty (20) consecutive years beginning with the first year in which the Negotiated FILOT applies as determined in accordance with paragraph (a) of this Section 5.01, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT Payment").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the Land, improvements to real property on the Land, and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 325.4 mills, for the Term, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution

in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be granted with respect to the Economic Development Property in amounts equal to seventy percent (70%) of Negotiated FILOT Payments for the first year in which Negotiated FILOT Payments are required to be made hereunder; sixty-three percent (63%) of such payments for years two (2) and three (3); and fifty percent (50%) of such payment for years four (4) through ten (10). Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled, by providing written notice to the County no later than June 1 of the applicable year, to defer the commencement of the Special Source Revenue Credits to not later than the third year in which a Negotiated FILOT Payment is required to be made hereunder.

(e) The FILOT Payments are to be recalculated:

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

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

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

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies

for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

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

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

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period ("Act Minimum Investment Requirement"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this

subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) [Intentionally omitted.]

(k) [Intentionally omitted.]

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

ARTICLE VI

OTHER COUNTY SUPPORT OF COMPANY

Section 6.01. Tenants of Project. The Company expects to locate one or more tenants in the Project. The County agrees to consider additional incentives to the Company and such tenant(s) in return for the location of such tenant(s) in the Project, to be decided in the County's sole discretion.

Section 6.02. Grants and Other Incentives. The County shall use its best efforts to (i) assist the Company and/or one or more tenant(s) in the Project in locating potential grants, in-kind, or other economic assistance or non-economic assistance from state and federal authorities and utilities for costs associated with the Project, including but not limited to public infrastructure costs, (ii) assist the Company in applying for state and federal economic development incentives that flow through the County, and (iii) assist in job recruitment and training through the ReadySC program.

As used in this Section 6.02, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance, making the grants or assistance available at the commencement of the construction of the Project or any tenant improvements if provided by the granting or assisting entity, and giving the Company written evidence of the grants or assistance when approved.

ARTICLE VII

PAYMENTS BY COMPANIES

Section 7.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VIII

CASUALTY AND CONDEMNATION

Section 8.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE IX

PARTICULAR COVENANTS AND AGREEMENTS

Section 9.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for the purposes identified in Section 2.02(f) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 9.02. Assignment. The County agrees that, to the maximum extent allowable under the Act, each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 10.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act, and, to the extent required by the Act, the County hereby provides its consent with respect to any and all such assignments and transfers. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. With respect to any assignments not consented to pursuant to this Section 9.02 and which require consent, approval or ratification under the Act, the County agrees to not unreasonably withhold its consent, approval or ratification, as applicable; and the County shall provide any such consent, approval or ratification by a resolution of County Council.

Section 9.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies

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

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

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

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

Section 9.04. Sponsors and Sponsor Affiliates.

(a) Sponsor may designate from time to time, without the need for any additional County consent, Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Related Entities (as defined in Section 10.01 below). The County consents to any and all designations made pursuant to this subsection (a).

(b) All Sponsor Affiliates, other than those designated pursuant to subsection (a) of this Section 9.04, who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act, must be approved by the County Council by passage of a resolution to that effect.

(c) The designation of an additional Sponsor Affiliate pursuant to this Section 9.04 shall be evidenced by the additional Sponsor Affiliate executing and delivering a joinder agreement, the form of which is attached to this Agreement as Exhibit B. County execution of the joinder agreement is required only for the additional Sponsor Affiliates with respect to which the County is required by the Act to give its consent.

(d) To the extent that the aggregate investment in the Project by the end of the Investment Period by the Sponsor exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by the Sponsor and such Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period.

(e) Sponsor shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate designated pursuant to this Section 9.04 within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE X

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 10.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate or Affiliate of the Sponsor or Sponsor Affiliate (collectively, the “Related Entities”) (as to which such transfers the County hereby consents), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents),

such Company shall obtain the prior written consent or subsequent ratification of the County; (ii) where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with any additional requirements (i.e., requirements not addressed in this paragraph) of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT Payment or result in penalties under the Act absent compliance by the Companies with, as applicable, this Section 10.01 or the Transfer Provisions.

Section 10.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 10.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies' expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE XI

TERM; TERMINATION

Section 11.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of 20 years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 11.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. The County's rights to

receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default by Companies.

Subject in all events to Section 13.14 hereof, any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 60 days following receipt of written notice thereof from the County; or

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default.

Section 12.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

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

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

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

Section 12.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance; provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder,

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

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 13.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 13.03. Intentionally Omitted.

Section 13.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County; provided, however, that in no event shall the Companies be responsible for reimbursing the County in excess of \$4,000 for any Administration Expenses incurred in the form of attorneys' fees or otherwise with respect to any matter relating to (i) the preparation, review, approval and execution of this Agreement, or (ii) the preparation, review, approval and execution of any other documents related to this Agreement and any multi-county park documents. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand and No/100 dollars (\$1000.00).

Section 13.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 13.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other persons and places as may be designated in writing by such party in accordance with this Section 13.06.

(a) As to the County:

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

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

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

(b) As to the Sponsor:

Crossridge Center, LLC

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

Nelson Mullins Riley & Scarborough, LLP
1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attention: Edward Kluiters, Esq.

Section 13.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 13.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 13.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 13.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 13.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 13.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 13.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 13.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

/SIGNATURE PAGE TO FOLLOW/

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

CROSSRIDGE CENTER, LLC

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Land

Land upon which Project will be partially or wholly located:

Portion of Tax Map No. 0010-00-059.00 [MORE SPECIFIC INFORMATION NEEDED]

EXHIBIT B (see Section 9.4)

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, effective _____, 2020 (“Fee Agreement”), between Lancaster County, South Carolina (“County”) and Crossridge Center, LLC (“Company”).

1. Joinder to Fee Agreement.

[_____] a [state] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Company [except the following: _____]; (b) shall receive the benefits and be subject to the obligations as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were the Company [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, does not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Company in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 13.06 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By:

Its:

County Acknowledgement

[REQUIRED ONLY FOR THOSE ADDITIONAL SPONSOR AFFILIATES FOR WHICH COUNTY CONSENT IS REQUIRED BY THE FEE IN LIEU OF TAX SIMPLIFICATION ACT]

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

LANCASTER COUNTY, SOUTH CAROLINA

By:

Its:



For Lease

Crossridge Center | Office & Retail Opportunities

- 120,000 s.f. of future Class A office space with 30,000 s.f. floorplates delivering Q4 2021
- Additional sites for Class A office construction available
- Retail outparcels available for ground lease, build-to-suit and multi-tenant building at front entrance
- 75,000 s.f. state-of-the-art YMCA, largest in the market, sits at back of the property
- Great visibility, extensive road frontage
- Explosive residential growth and expanding daytime work population
- New signalized main entrance

CROSSRIDGE

Hwy 521 & Doby's Bridge
Indian Land, SC 29707

Retail

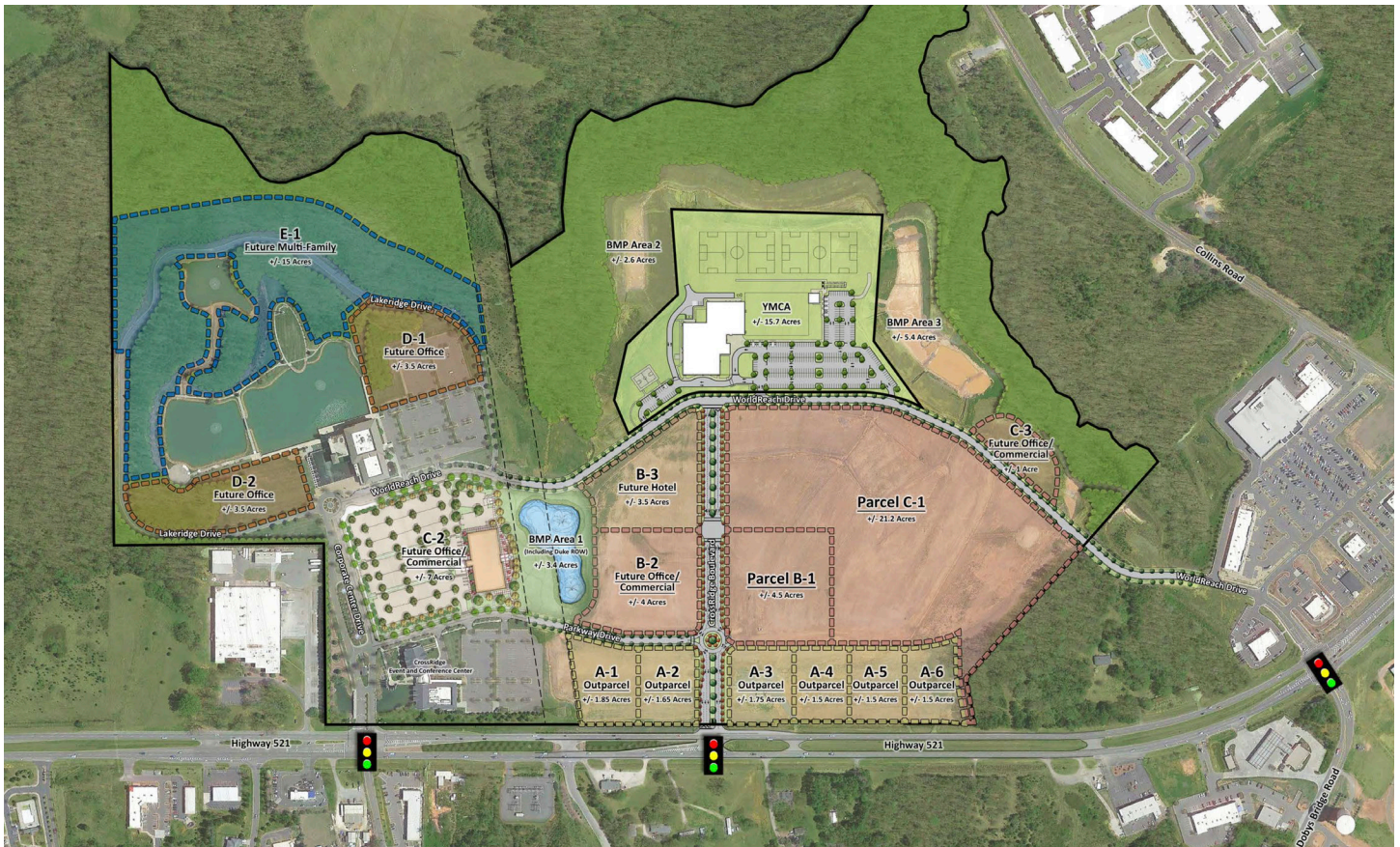
Margot Bizon
+1 704 804 5779
margot.bizon@am.jll.com

Lindsay Stafford
+1 980 819 3837
lindsay.stafford@am.jll.com

Office

Stephen Woodard
+1 704 905 4309
stephen.woodard@am.jll.com

Master site plan

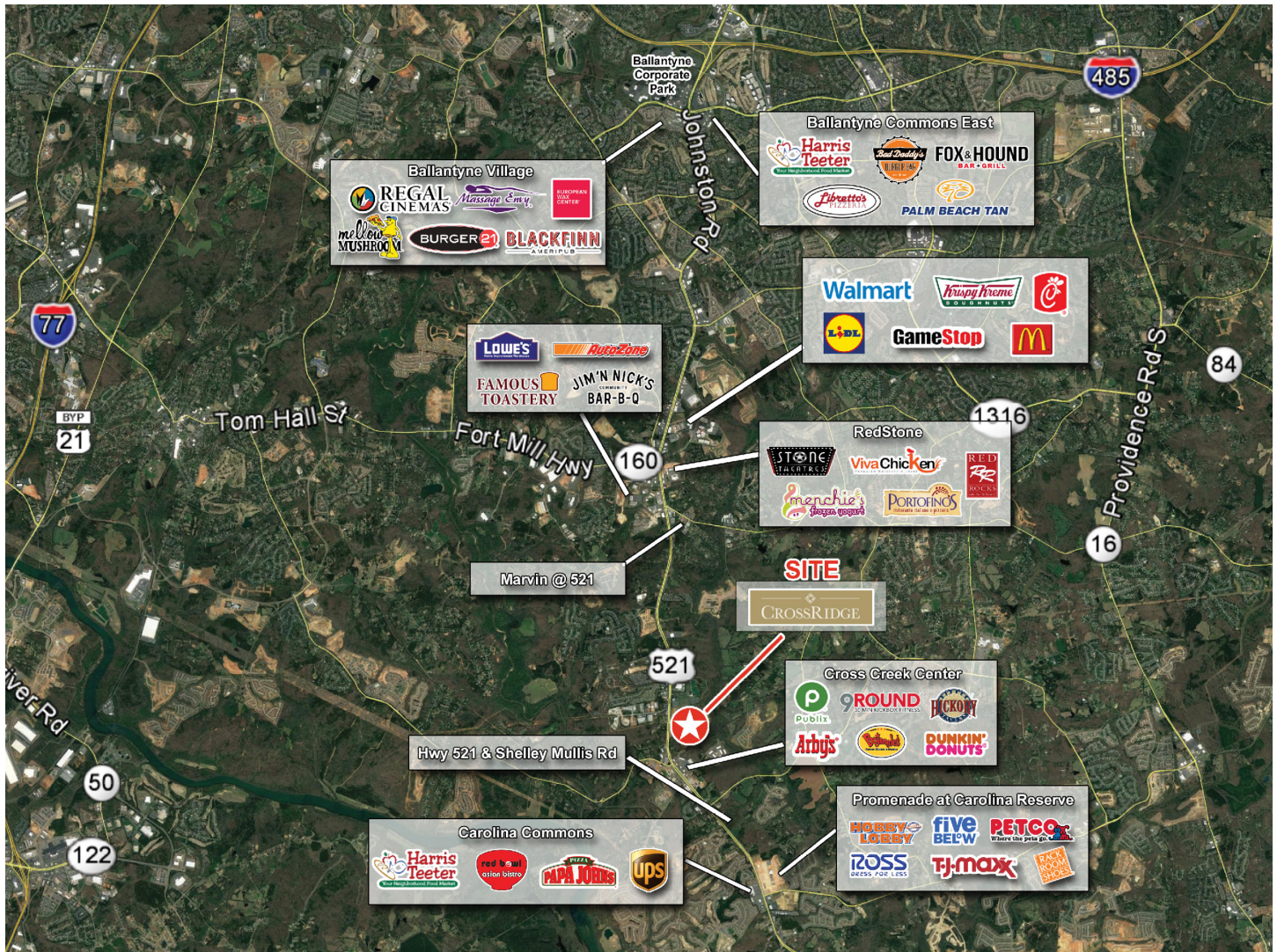


About the site

- 3 primary points of ingress and egress for ease of access
- 5 miles from Charlotte's affluent Ballantyne community
- Extraordinarily landscaped grounds, complete with lakes, roadways, and trails



Nearby amenities



Demographics

	1-mile	3-mile	5-mile
Estimated Population	3,151	27,912	87,185
Estimated Households	1,317	10,650	30,717
Average Household Income	\$114,935	\$117,444	\$132,514
Median Age	39.7	42.4	39.4
Daytime Business Employees	3,043	12,209	17,482

Source: Esri, 2019

Retail inquiries

Margot Bizon

+1 704 804 5779

margot.bizon@am.jll.com

Lindsay Stafford

+1 980 819 3837

lindsay.stafford@am.jll.com

Office inquiries

Stephen Woodard

+1 704 905 4309

stephen.woodard@am.jll.com

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1681 / Planning Case Number: RZ-020-1252

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Request to rezone a 14.809-acre parcel of land from Mixed Use (MX) District to Regional Business (RB) District (TM# 0013-00-047.02)

Points to Consider:

The parcel is currently zoned Mixed Use (MX) District; however it was zoned B3 (General Commercial) District prior to the adoption of the current UDO in November 2016. The parcel is approximately 14.8-acres in size and the minimum development size in the MX District is 25 acres. As such, the subject property cannot be developed upon given its current zoning designation and a rezoning to RB District, where there is no established minimum lot area would be appropriate.

The parcel is adjacent to properties zoned General Business (GB) District, Institutional (INS) District and Planned Development District (PDD) with numerous other properties having those zoning designations further out, as well as MX District, Neighborhood Business (NB) District and RB District. While a rezoning of the subject property to GB may be more consistent with the surrounding area, a rezoning to RB is not necessarily inconsistent with the surrounding area.

The adopted Comprehensive Plan identifies the subject property as being within the Neighborhood Mixed Use Future Land Use Category, as well as being within a Pedestrian Center. The Neighborhood Mixed Use category corresponds to the Walkable Neighborhood Community Type, while the Pedestrian Center is synonymous with the Walkable Activity Center Community Type. The Walkable Neighborhood Community Type extends across nearly the entirety of the northern half of the panhandle, while the Walkable Activity Center Community Type exists as a node at the intersection of US-521 and Collins Road and encompasses the subject property – and is the more important of the two Community Types in this instance. The adopted Comprehensive Plan establishes that the Walkable Activity Center would consist of a “deliberately structured mix of uses organized around a network of walkable streets, and it is supported by transit options.”

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning application.

Recommendation:

Staff recommends that in-lieu of rezoning the 14.8-acre parcel of land from Mixed Use (MX) District to Regional Business (RB) District, the parcel of land be rezoned to General Business (GB) District.

At its meeting of July 21, 2020, the Planning Commission voted 5-1 to recommend approval of the rezoning request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1681	8/3/2020	Ordinance
Staff Report	7/10/2020	Planning Staff Report
Ex 1: Application	7/10/2020	Exhibit
Ex 2: Location Map / Zoning Map	7/10/2020	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2020-1681

COUNTY OF LANCASTER

(

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 14.809 ACRE TRACT OF PROPERTY (TMS # 0013-00-047.02) OWNED BY INDIAN LAND VENTURES, LLC, AND LOCATED ON THE SOUTH SIDE OF COLLINS ROAD, APPROXIMATELY 300 FEET EAST OF CHARLOTTE HIGHWAY/US-521, INDIAN LAND, SOUTH CAROLINA, FROM MX, MIXED USE DISTRICT, TO RB, REGIONAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Whitehall Development Group, LLC, applied to rezone 14.809 acres parcel of property, owned by Indian Land Ventures, LLC, located on the South side of Collins Road, approximately 300 feet East of Charlotte Highway/US-521, Indian Land, South Carolina (TMS # 0013-00-047.02) from MX, Mixed Use District, to RB, Regional Business District.

(b) On July 21, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-1), recommended approval of the rezoning.

(c) The Future Land Use Map identifies this property as Neighborhood Mixed-Use, based on the *Lancaster County Comprehensive Plan 2014-2024*. Rezoning the property from MX, Mixed Use District, to RB, Regional Business District, is compatible with the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MX, Mixed Use District, to RB, Regional Business District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-047.02 (14.809 acres, more or less)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Public Hearing: August 10, 2020
Second Reading: August 24, 2020
Third Reading: September 14, 2020

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone a 14.809-acre parcel of land from Mixed Use (MX) District to Regional Business (RB) District

PROPERTY LOCATION: South side of Collins Road, approximately 300 feet east of Charlotte Highway / US-521 (TM# 0013-00-047.02)

CURRENT ZONING DISTRICT: Mixed Use (MX) District

PROPOSED ZONING DISTRICT: Regional Business (RB) District

APPLICANT: Whitehall Development Group, LLC

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Site Information

The 14.8-acre subject property is currently vacant and zoned Mixed Use (MX) District. The applicant has submitted a request to rezone the subject property from the MX District to the Regional Business (RB) District. The subject property was previously zoned B3 (General Commercial) District prior to the adoption of the current UDO in November 2016.

Summary of Adjacent Zoning and Uses

The subject property is adjacent to properties zoned General Business (GB) District, Institutional (INS) District and Planned Development District (PDD) with numerous other properties having those zoning designation further out, as well as MX District, Neighborhood Business (NB) District and RB District.

Adjacent Property	Municipality	Zoning District	Use
North	Lancaster County	GB	General Commercial
South	Lancaster County	INS	Lancaster County EMS / Recreation Complex
East	Lancaster County	PDD	Multi-Family
West	Lancaster County	GB	General Commercial

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned MX District. Pursuant to UDO Section 2.3, the MX District “is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.”

Further, UDO Section 2.3 describes the requested RB District as “generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services, and

retail goods to meet the surrounding region. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.”

It is noted, however, that the subject property is 14.809-acres, and the minimum development size in the MX District is 25 acres [UDO Section 3.5]. As such, the subject property cannot be developed upon given its current zoning designation and a rezoning to RB District, where there is no established minimum lot area [UDO Section 2.4], is appropriate.

Compatibility with Surrounding Area

The subject property is located in an area comprised of numerous properties with either a GB or INS District zoning designation. While a rezoning of the subject property to GB may be more consistent with the surrounding area, a rezoning to RB is not necessarily inconsistent with the surrounding area. Additionally, it should be noted that there exists roughly 44.75-acres of property zoned RB District approximately 1,500 feet to the south along US-521.

Comprehensive Plan Consistency

The adopted Comprehensive Plan identifies the subject property as being within the Neighborhood Mixed Use Future Land Use Category, as well as being within a Pedestrian Center. The Neighborhood Mixed Use category corresponds to the Walkable Neighborhood Community Type, while the Pedestrian Center is synonymous with the Walkable Activity Center Community Type.

The Walkable Neighborhood Community Type extends across nearly the entirety of the northern half of the panhandle, while the Walkable Activity Center Community Type exists as a node at the intersection of US-521 and Collins Road and encompasses the subject property – and is the more important of the two Community Types in this instance. The adopted Comprehensive Plan establishes that the Walkable Activity Center would consist of a “deliberately structured mix of uses organized around a network of walkable streets, and it is supported by transit options.” The Comprehensive Plan further establishes several possible land use considerations representing typical development in a Walkable Activity Center as provided in the table below.

Walkable Activity Center: Land Use Considerations		
Condominium / Apartment	Live/Work Unit	Community-wide Commercial
Restaurant	Professional Office	Government Building
Church/School	Library	Movie Theatre
Pocket Park	Farmers’ Market	

The proposed RB District allows for all of the above land use considerations with the noted exception of Live/Work Units. Coincidentally, the current MX District does allow for each and every one of the above land use considerations. While not inconsistent, the proposed RB District is, technically, less consistent with the adopted Comprehensive Plan and its designation of the subject property as a Walkable Activity Center, then the existing MX District.

PHOTOS OF PROJECT AREA:



Looking east at subject property from Collins Road



Looking NE at adjacent properties fronting US 521



Looking NE at adjacent properties fronting US 521



Looking north across Collins Road

STAFF RECOMMENDATION:

Staff recommends that in-lieu of rezoning the 14.8-acre parcel of land (TM# 0013-00-047.02) from Mixed Use (MX) District to Regional Business (RB) District, the parcel of land be rezoned to General Business (GB) District pursuant to the following findings of fact:

1. That the subject property does not meet the minimum area requirement to be developed in the current MX District;
2. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood;
3. That the subject property is currently zoned MX District and proposed to be rezoned RB District;
4. That the subject property meets the applicable development standards to be developed in the proposed RB District;
5. That the proposed RB District is consistent with the Neighborhood Mixed Use Future Land Use designation;

6. That the surrounding area is comprised of properties zoned GB, INS, NB and PDD Districts; and,
 7. That while the proposed RB District is consistent with the surrounding area, a rezoning to GB District would be more consistent.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address COLLINS ROAD & CLT HWY / 521
City INDIAN LAND State SC Zip 29707 Tax Parcel ID 0013-00-047.02
Current Zoning MX Current Use UNDEVELOPED
Proposed Zoning RB Total Acres 14.809

Project Description Proposed rezoning to allow assisted living facility, independent care cottages (51 detached) and medical office

Surrounding Property Description North : Retail
East : Apartments / PDD-26
South : Retail - Institutional
West : Retail - Institutional

CONTACT INFORMATION

Applicant Name SAM LEVIN
Address 156 SPANISH POINT DRIVE
City BEAUFORT State SC Zip 29902 Phone 843-345-0824
Fax _____ Email sam@whitehall dg.com
Property Owner Name INDIAN LAND VENTURES, LLC
Address 550 RALPH HOOD ROAD
City INDIAN LAND State SC Zip 29707 Phone 803.246-1001
Fax _____ Email mick.mulvaney@mac.com

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.




Applicant

5-19

Date

Property Owner(s)


INDEW LAND VENTURES, LLC
BY: JIM M. MURPHY
CR: MEMBER

Date

5-19

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1682 / Planning Case Number: RZ-020-1253

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Request to rezone a 6.67-acre parcel of land from Institutional (INS) District to General Business (GB) District (TM# 0049-00-095.00)

Points to Consider:

The 6.67-acre parcel is mostly vacant with a single-family dwelling located toward the easternmost end of the property. The parcel is adjacent to properties zoned General Business (GB) District, Professional Business (PB) District, Low Density Residential (LDR) District, and Institutional (INS) District with additional similarly zoned properties further out. Accordingly, staff finds that the proposed rezoning of the property to GB District is compatible with the surrounding area and consistent with UDO Section 2.3.

The adopted Comprehensive Plan identifies the subject property as being within the Transitional Future Land Use category. The adopted Comprehensive Plan also establishes that the Transitional Future Land Use category corresponds to the Suburban SF/MF Residential & Commercial Community Types. This Future Land Use category and corresponding Community Types exist at the heart of the County as a perimeter around the Urban Future Land Use category that is the City of Lancaster. The Transitional Future Land Use Category and the Suburban SF/MF Residential & Commercial Community Types are, by their very nature, intended to be compatible with variety of zoning districts, including the proposed GB District. Accordingly, staff finds that the proposed rezoning of the property to GB District is consistent with the adopted Comprehensive Plan.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

Staff recommends **approval** of the request to rezone a 6.67-acre parcel of land (TM# 0049-00-095.00) from Institutional (INS) District to General Business (GB) District.

At its meeting of July 21, 2020, the Planning Commission voted 6-0 to recommend approval of the rezoning application.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1682	8/3/2020	Ordinance
Staff Report	7/10/2020	Planning Staff Report
Ex 1: Application	7/10/2020	Exhibit
Ex 2: Location Map / Zoning Map	7/10/2020	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2020-1682

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 6.67 ACRE TRACT OF PROPERTY (TMS # 0049-00-095.00) OWNED BY TAYLOR'S GROVE BAPTIST CHURCH OF LANCASTER, INC., AND LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 521, APPROXIMATELY 1,000 FEET SOUTH OF SHILOH UNITY ROAD, LANCASTER, SOUTH CAROLINA, FROM INS, INSTITUTIONAL DISTRICT, TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Whitehall Development Group, LLC, applied to rezone 6.67 acres parcel of property, owned by Taylor's Grove Baptist Church of Lancaster, Inc., located on the West side of US Highway 521, approximately 1,000 feet South of Shiloh Unity Road, Lancaster, South Carolina (TMS # 0049-00-095.00), from INS, Institutional District, to GB, General Business District.

(b) On July 21, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote (6-0) recommended approval of the rezoning.

(c) The Future Land Use Map identifies this property as Transitional Future Land Use, based on the *Lancaster County Comprehensive Plan 2014-2024*. Rezoning the property from INS, Institutional District, to GB, General Business District, is compatible with the Comprehensive Plan.

Section 2. Rezoning.

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

Tax Map No. 0049-00-095.00 (6.67 acres, more or less)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Public Hearing: August 10, 2020
Second Reading: August 24, 2020
Third Reading: September 14, 2020

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone a 6.67-acre parcel of land from Institutional (INS) District to General Business (GB) District

PROPERTY LOCATION: West side of US Highway 521, approximately 1,000 feet south of Shiloh Unity Road (TM# 0049-00-095.00)

CURRENT ZONING DISTRICT: Institutional (INS) District

PROPOSED ZONING DISTRICT: General Business (GB) District

APPLICANT: Whitehall Development Group, LLC

COUNCIL DISTRICT: District 4, Larry Honeycutt

OVERVIEW:

Site Information

The 6.67-acre subject property is mostly vacant with a single family dwelling located toward the easternmost end of the property. The applicant has submitted a request to rezone the subject property from the Institutional (INS) District to the General Business (GB) District.

Summary of Adjacent Zoning and Uses

The subject property is adjacent to properties zoned GB District, Professional Business (PB) District, Low Density Residential (LDR) District, and Institutional (INS) District with additional similarly zoned properties further out.

Adjacent Property	Municipality	Zoning District	Use
North	Lancaster County	GB	Single Family Dwelling
South	Lancaster County	PB	Vacant
East	Lancaster County	LDR / INS	Single Family Dwelling / Church
West	Lancaster County	LDR	Vacant

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned INS District. Pursuant to UDO Section 2.3, the "Institutional District is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like."

Further, UDO Section 2.3 describes the requested GB District as "generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally

auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.”

Compatibility with Surrounding Area

The subject property is located in an area comprised of numerous properties with either a GB District or NB District zoning designation and fronts along the US 521 thoroughfare. Accordingly, staff finds that the proposed rezoning of the property to GB District is compatible with the surrounding area and consistent with UDO Section 2.3.

Comprehensive Plan Consistency

The adopted Comprehensive Plan identifies the subject property as being within the Transitional Future Land Use category. The adopted Comprehensive Plan also establishes that the Transitional Future Land Use category corresponds to the Suburban SF/MF Residential & Commercial Community Types. This Future Land Use category and corresponding Community Types exist at the heart of the County as a perimeter around the Urban Future Land Use category that is the City of Lancaster. The adopted Comprehensive Plan describes the three associated Community Types as follows:

- *Suburban Single-Family Neighborhood:* Formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.
- *Suburban Multi-Family Neighborhoods:* Generally formed as complexes or communities, with a relatively uniform housing type and density throughout. They support the highest residential density in the suburban landscape, and may contain one of the following housing types: condominiums, townhomes, senior housing, or apartments. Suburban multifamily neighborhoods are found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers. Buildings are oriented interior to the site and typically buffered from surrounding development by transitional uses or landscaped areas. Large parking lots and low street connectivity are common in suburban multifamily neighborhoods.
- *Suburban Commercial Centers:* Serve the daily needs of surrounding residential neighborhoods. They typically locate near high-volume roads and key intersections, and are designed to be accessible primarily by automobile. Buildings are set back from the road behind large surface parking lots, with little connectivity between adjacent businesses. Common types of suburban centers in the region include multi-tenant strip centers, big box stores, small outparcels with a drive-through, and large shopping malls.

The Comprehensive Plan further establishes several possible land use considerations representing typical development in the Suburban SF/MF Residential & Commercial Community Types as provided in the table below.

Suburban SF/MF Residential & Commercial: Land Use Considerations		
Bank	Big Box Commercial	Call Center

Church	Community Center/Pool and Recreational Amenities	Community Park
Convenience Store	Drug Store	Fire Station
Hotel	Large Supermarket	Medical Office
Mobile/Modular Homes	Natural Area	Professional Office
Restaurant	School	Single-Family Attached Home (Townhome/Duplex)
Single-Family Detached Home	Small Supermarket	

The proposed GB District allows for all of the above land use considerations with the noted exceptions of Mobile/Modular Homes, Single-Family Attached Homes and Single-Family Detached Homes. The Transitional Future Land Use Category and the Suburban SF/MF Residential & Commercial Community Types are, by their very nature, intended to be compatible with variety of zoning districts, including the proposed GB District. Accordingly, staff finds that the proposed rezoning of the property to GB District is consistent with the adopted Comprehensive Plan.

PHOTOS OF PROJECT AREA:



Looking southwest at subject property from US-521



Looking west at subject property from US-521



Looking south along US-521 from subject property



Looking east across US-521 from subject property

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone a 6.67-acre parcel of land (TM# 0049-00-095.00) from Institutional (INS) District to General Business (GB) District pursuant to the following findings of fact:

1. That the subject property is currently zoned INS District and proposed to be rezoned GB District;
 2. That the subject property has a Future Land Use designation of Transitional, and a Community Type of Suburban SF/MF Residential & Commercial;
 3. That the proposed GB District is consistent with the Transitional Future Land Use designation; and,
 4. That the proposed GB District is consistent with the surrounding area which is comprised of various zoning districts, such as: GB, PB, LDR and INS.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

**Planning Department**

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
 Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION**SUBMITTAL REQUIREMENTS**

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address Hwy 521

City Lancaster State SC Zip 29720 Tax Parcel ID 0049.00.095.00

Current Zoning Institutional Current Use Single Family Dwelling

Proposed Zoning General Business Total Acres 6.67

Project Description Assisted Living Center

Surrounding Property Description Medical Park

CONTACT INFORMATION

Applicant Name Whitehall Development Group, LLC

Address 156 Spanish Point Dr

City Beaufort State SC Zip 29720 Phone 843.345.0824

Fax _____ Email sam.levin234@gmail.com

Property Owner Name Church Taylors Grove Baptist Lancaster, Inc.

Address 2832 Charlotte Hwy

City Lancaster State SC Zip 29720 Phone 803.283.9453

Fax _____ Email onehowell@yahoo.com

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

DocuSigned by:

Samuel M. Levin

5/11/2020

Applicant

Date

Mark Fowler

5/29/2020

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

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- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
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2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

NOTARY ACKNOWLEDGEMENT

State of South Carolina)
) (Seal)
County of Lancaster)

The foregoing instrument was acknowledged before me this 29TH, day of MAY, 2020 by the undersigned. MARK Fowler personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the written instrument.

Mark Fowler
Signature

Fred C. Stuck
Notary Public

My Commission Expires 06/09/2026

Location Map

Case Number: RZ-020-1253

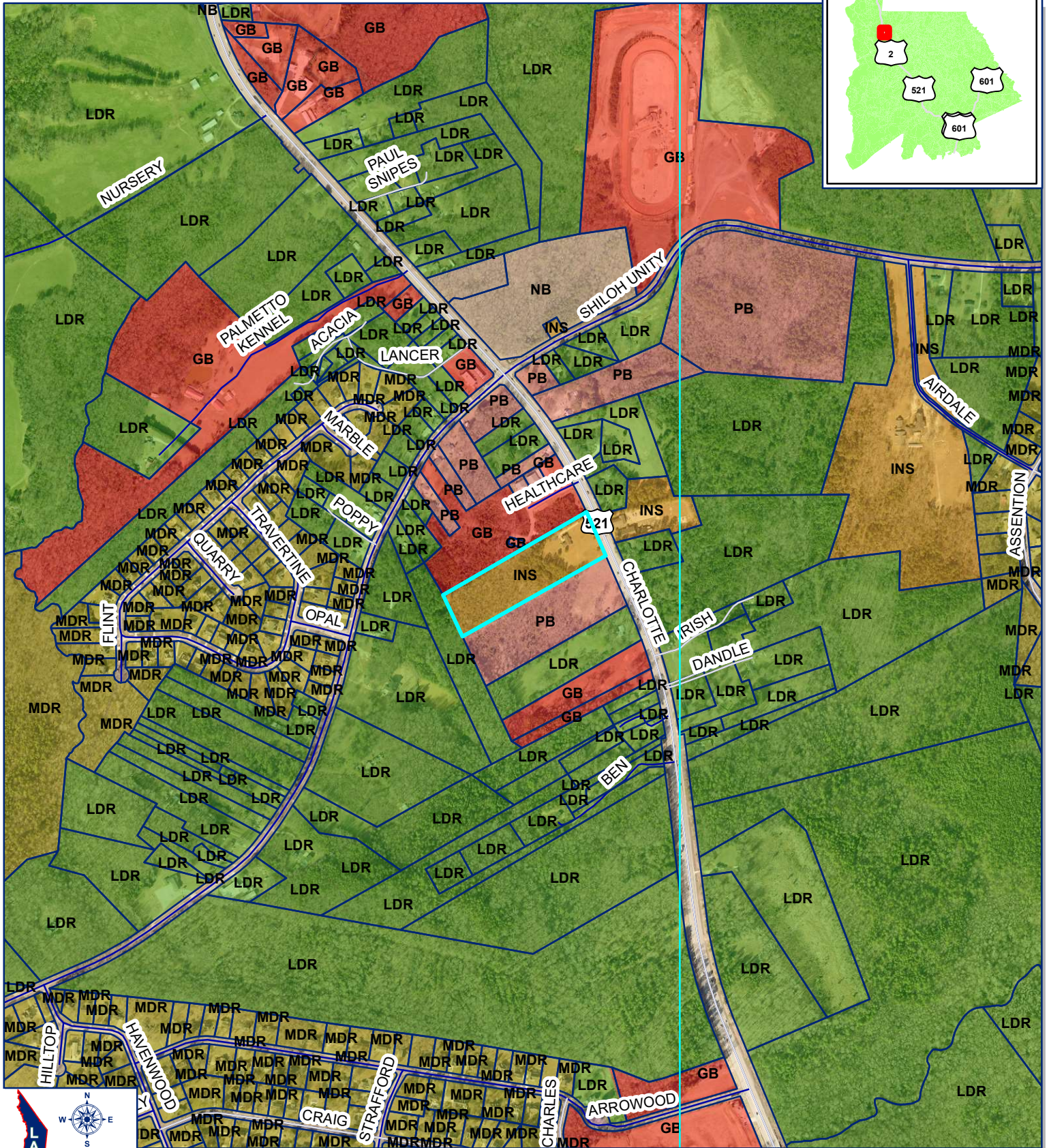
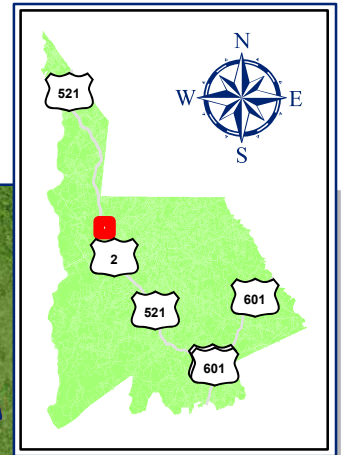
Proposal: Rezone from INS to GB

Parcel Description: 0049-00-095.00

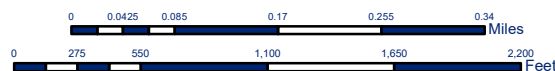
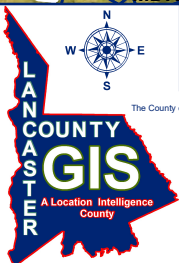
Applicant: Whitehall Development Group, LLC

Map Date: June 19, 2020

Map Created by: RT



The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1683

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Project Pumpkin is an international manufacturer that in July 2019 began working with the Lancaster County Department of Economic Development on a possible expansion of their county operation. The expansion includes the construction of over 62,000 square feet of new industrial space and installation of additional production lines. The project is expected to have a capital investment of \$9,700,000 and create 16 new jobs that pay at least \$14/hour with benefits within three years of the expansion.

The company has an existing fee agreement with Lancaster County that provides the following:

- A twenty year FILOT with a five year investment period, a reduced assessment rate of 6% and fixed millage rate of 282.4 mills.
- A five year Special Source Revenue Credit (SSRC) of 50% annually against the FILOT payments. The 2020 Tax Year is the last in which the SSRC is applied.

In an effort to secure and assist Project Pumpkin with the expansion, the Department of Economic Development is recommending the following amendments to the existing fee agreement:

- Extension of the FILOT from twenty to thirty years.
- A change in the FILOT millage for years 21-30 to either 428.85 mills or the current millage at the time, whichever is lower.
- A five year extension of the investment period which ends December 31, 2019, so that it runs through December 31, 2024.
- A seven year SSRC of 58% to be applied against the FILOT payments for just the new investments made between December 31, 2020 and December 31, 2024.
- In order to receive the full SSRC of 58% in years 1-3, Project Pumpkin must maintain at least \$4 million in expansion investment and 54 full-time employees that pay an hourly wage rate of at least \$14, plus benefits. If the company does not maintain the expansion investment or the 54 jobs requirement for a given year, they will not receive the SSRC for the applicable tax year.
- In order to receive the full SSRC of 58% in years 4-7, Project Pumpkin must create 16 new jobs (70 total) that pay an hourly wage rate of at least \$14, plus benefits. If the company does not meet the new jobs requirement for a given year, they will receive a pro rated portion of the SSRC. If the total expansion investment is less than \$5 million or employment is less than 54 qualified jobs for a given year, the company will not receive a SSRC for the applicable tax year.

Points to Consider:

- Project Pumpkin is a well respected Lancaster County business.
- The company has met the investment requirements and job creation projections in their existing fee agreement.

- Lancaster County has made a commitment to support existing businesses such as Project Pumpkin that wish to make additional investments and/or add new jobs at their county facilities.
- Project Pumpkin's expansion provides a significant commitment to their Lancaster County location and makes it a highly desirable facility for additional growth in the future.
- The incentives being recommended are consistent with our incentive guidelines.

Funding and Liability Factors:

There are no funding or liability factors associated with the proposed incentives.

Council Options:

County Council can approve, decline or make adjustments to the recommended ordinance and amended fee agreement for Project Pumpkin.

Recommendation:

The Department of Economic Development recommends County Council approve the recommended ordinance and amended fee agreement for Project Pumpkin.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1683	7/31/2020	Ordinance
First Amendment to Fee Agreement for Ordinance 2020-1683	7/31/2020	Amendment

STATE OF SOUTH CAROLINA)

)

COUNTY OF LANCASTER)

ORDINANCE NO. 2020-1683

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXTENSION OF THE INVESTMENT PERIOD AS SET FORTH IN THE FEE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND PROJECT PUMPKIN; AND TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND PROJECT PUMPKIN, SO AS TO PROVIDE SPECIAL SOURCE REVENUE CREDITS FOR AN EXPANSION OF THE PROJECT.

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

Section 1. Findings; Purpose.

A. The Council finds that:

1. Project Pumpkin (the “Company”) and the County previously entered into a fee in lieu of tax agreement dated _____, ____ (the “Fee Agreement”) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”) in order to provide for the payment of a fee in lieu of taxes with respect to that certain project described therein (the “Project”);

2. the Company is considering an expansion of the Project that is anticipated to result in an investment of approximately \$9,700,000 and the creation of approximately 16 new, full-time jobs in the County (the “Expansion”);

3. the “Investment Period” was defined and set in the Fee Agreement to expire on December 31, ____;

4. Section 12-44-30(13) of the Act provides that the Company may apply for, and the County may agree to provide, an extension of the Investment Period for an additional period of up to five years, if the Company applies to the County for an extension prior to the end of the Investment Period;

5. the Company seeks to extend the Investment Period so that the Expansion will be subject to the Fee Agreement and seeks to have the County provide special source revenue credits pursuant to the Act for the Expansion;

6. the Company has applied to the County prior to the end of the Investment Period for an extension of the Investment Period; and

7. Section 12-44-70 of the Act authorizes the County to grant an annual special source revenue credit (SSRCs) against fee-in-lieu of tax payments made pursuant to a fee agreement in order to

assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of the company or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, all in order to enhance the economic development of the County.

B. It is the purpose of this ordinance to provide for an extension of the Investment Period and to provide SSRCs for fee in lieu of tax payments attributable to the Expansion.

Section 2. Statutory Findings.

Council makes the following additional findings:

(a) 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, the Expansion, the extension of the Investment Period, and the First Amendment to Fee Agreement are anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(c) The Project, the Expansion, the extension of the Investment Period, and the First Amendment to Fee Agreement give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(d) The purposes to be accomplished by the Project, the Expansion, the extension of the Investment Period, and the First Amendment to Fee Agreement, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(e) The inducement of the location, expansion and retention of the Project within the County and State is of paramount importance.

(f) The benefits of the Project, the Expansion, the extension of the Investment Period, and the First Amendment to Fee Agreement to the public will be greater than the costs to the public.

Section 3. Investment Period Extension Approved; Delivery of Ordinance.

A. Pursuant to the Act and the provisions in the Fee Agreement, Council approves an extension of the Investment Period, as set in the Fee Agreement, by five years to December 31, ____.

B. Council authorizes and directs the County Administrator, or the County Administrator's designee, to deliver a copy of this ordinance to the South Carolina Department of Revenue within thirty days of the date this ordinance is adopted.

Section 4. Approval of Amendment.

In order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand an industrial facility in the County, the First Amendment to Fee Agreement, which is attached to this ordinance as Exhibit A and is incorporated herein by reference as if the First Amendment to Fee Agreement was set out in this ordinance in its entirety, is authorized, ratified, and approved (the "First Amendment to Fee Agreement"). The form of the First Amendment to Fee Agreement is approved, and all of the terms, provisions, and conditions thereof are approved. The Council Chair and Council Secretary are authorized, empowered, and directed to execute

and acknowledge the First Amendment to Fee Agreement in the name of and on behalf of the County, and thereupon to cause the First Amendment to Fee Agreement to be delivered to the Company. The First Amendment to 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 First Amendment to Fee Agreement attached to this ordinance.

Section 5. Authority to Act.

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

Section 6. 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 7. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Second Reading: August 24, 2020
Public Hearing: September 14, 2020
Third Reading: September 14, 2020

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2020-1683

First Amendment to Fee Agreement

See attached.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

FIRST AMENDMENT TO FEE AGREEMENT

This **FIRST AMENDMENT TO FEE AGREEMENT** (the "First Amendment") is made and entered as of September 14, 2020, between **LANCASTER COUNTY, SOUTH CAROLINA**, a body politic and corporate, a political subdivision of the State of South Carolina (the "County") and **PROJECT PUMPKIN**, a _____ corporation (the "Company").

WHEREAS, the Company and the County previously entered into a Fee Agreement dated _____ (the "Fee Agreement") pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act") in order to provide for the payment of a fee in lieu of taxes ("FILOT") with respect to that certain project described therein (the "Project"); and

WHEREAS, the Company is considering an expansion of the Project (as the Fee Agreement defines such term) that is anticipated to result in an investment of approximately \$9,700,000 and the creation of approximately 16 new, full-time jobs in the County (the "Expansion"); and

WHEREAS, the "Investment Period" was defined and set in the Fee Agreement to expire on December 31, ____; and

WHEREAS, Section 12-44-30(13) of the Act provides that the Company may apply for, and the County may agree to provide, an extension of the Investment Period for an additional period of up to five years; and

WHEREAS, the County Council, by passage of Ordinance No. 2020-____, has provided for the extension of the Investment Period by five years to December 31, ____; and

WHEREAS, the term for the Fee Agreement was set for twenty (20) years and the Company has requested the County to extend the term by ten years for a total term of thirty (30) years; and

WHEREAS, Section 12-44-70 of the Act authorizes the County to grant special source revenue credits ("SSRCs") for the purposes outlined in Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended, against FILOT payments such as the FILOT payments (as the Fee Agreement defines such term) payable by the Company under the Fee Agreement; and

WHEREAS, at the Company's request, and in order to induce the Company to carry out the Expansion, the County has agreed to further memorialize the five-year extension to the Investment Period, extend the term of the Fee Agreement, and to grant SSRCs for FILOT payments attributable to the Expansion.

NOW, THEREFORE, for value received, the Parties agree as follows:

Section 1. The definition of “Investment Period” and “Termination Date” in Section 1.1 of the Fee Agreement are amended to read:

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years from the last day of the property tax year in which economic development property is first placed in service. Based on the fiscal year in use by the Company as of the date of this Agreement, Company and County agree that the Investment Period ends on December 31, ____, unless the Company changes its fiscal year prior to that date.

“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 29th 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 29th 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 30 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 2. Section 1.1 of the Fee Agreement is amended by adding:

“Expansion” means the investment in the Project of approximately \$9,700,000 in real and personal property during the Expansion Period and the creation of approximately sixteen (16) new, full-time jobs in the County.

“Expansion Credit” shall mean the annual 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)(2) hereof, with respect to the Infrastructure.

“Expansion Jobs Commitment” means the following:

1. For the twelve (12) month period ending December 31, 2021, December 31, 2022, and December 31, 2023, the Company must have employed an average for the twelve (12) month period of at least fifty-four (54) Qualifying Employees in the County.
2. For the twelve (12) month period ending December 31, 2024, December 31, 2025, December 31, 2026, and December 31, 2027, the Company must have employed an average for the twelve (12) month period of at least seventy (70) Qualifying Employees in the County.

“Expansion Period” means the period beginning January 1, 2020 and ending December 31, 2024.

“Expansion Wage Requirement” means, for all periods ending on or before December 31, 2023, an hourly wage rate not less than \$14.00, and for all periods ending after December 31, 2023, an hourly wage rate not less than \$14.86.

“Qualifying Employees” means full-time employees (*i.e.*, at least thirty (30) hours per week), with health care benefits paying an hourly wage rate not less than the Expansion Wage Requirement./

Section 3. Steps (2) and (3) of Section 4.1(a) of the Fee Agreement are amended to read:

/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 29 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 first twenty (20) years of the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the first twenty (20) years of the Exemption Period on the payment dates that the County prescribes for such payments. The millage rate fixed for years twenty-one (21) through thirty (30) of the Exemption Period shall be the lower of either 428.85 mills or the then current millage rate in effect on June 30 in year twenty-one (21) of the Exemption Period, but in no event lower than 282.4 mills./

Section 4. Section 4.1(c) of the Fee Agreement is amended to read:

/(c)(1) The County agrees that all qualifying capital expenses of the Company made on or before December 31, 2019, 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 period ending on December 31, 2019, 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 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 County agrees that all qualifying capital expenses of the Company placed in service during the Expansion Period shall qualify for an Expansion Credit equal to fifty-eight percent (58%) of the FILOT payments attributable to capital investments in the Project made during the Expansion Period for property tax years 2022 through 2028. The Expansion Credits 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 facilitate the administration of the Expansion Credits, the Company shall file a separate Schedule S with its annual PT-300 filing (or successor form) listing only capital investments made during the Expansion Period. The separate Schedule S shall be labeled as "2015 FILOT Expansion." The Company shall deliver the separate Schedule S to the County Economic Development Director, the County Auditor, the County Assessor, and the County Treasurer together with the Company's annual property tax filings as required by Section 3.3(a) of this Fee Agreement./

Section 5. Section 4.2(c) of the Fee Agreement is amended to read:

/(c) Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive, the Infrastructure Credits and the Expansion Credits ends, and this Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.2(c), "ceases operations" means permanent closure of the facility. 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./

Section 6. Section 4.2(d) of the Fee Agreement is amended to read:

/(d)(1) RESERVED.

(2) For each year beginning after December 31, 2021 in which the Company receives the Expansion Credit, the Company shall certify to the County Economic Development Director and County Auditor on or before May 31 of the following year that the Company has complied with the Expansion Jobs Commitment./

Section 7. Section 4.2 of the Fee Agreement is amended by adding at the end:

/(e) For property tax years 2022 through 2028, if the Company fails to maintain an average during the applicable period of at least fifty-four (54) Qualifying Employees, in each case as of the prior December 31, the Company is ineligible for the Expansion Credit for such year, and Section 4.2(g) is inapplicable for such year. For example, for property tax year 2023 (the period January 1, 2023 through December 31, 2023), the Company must have

maintained an average of at least fifty-four (54) Qualifying Employees, for the twelve (12) month period ending December 31, 2022 in order to receive the Expansion Credit for Property Tax Year 2022.

(f) (1) For property tax year 2022, if the Company has failed to invest and maintain at least \$4,000,000 in the Expansion Project as of December 31, 2021, the Company is ineligible for the Expansion Credit for such year.

(2) For property tax years 2023 through 2028, if the Company has failed to invest and maintain at least \$5,000,000 in the Expansion Project as of the prior December 31, the Company is ineligible for the Expansion Credit for such year.

(3) For purposes of this Section 4.2(f), investments shall be measured by gross cost, without reduction for depreciation, as reported by the Company on its applicable PT-300 Schedule S filing (or successor form).

(g) For property tax years 2025 through 2028, if the Company has satisfied the investment requirement contained in Section 4.2(f) but fails to meet the Expansion Jobs Commitment, the Expansion Credit shall be reduced as follows:

Reduction Factor = $[70 - \text{Number of Qualified Employees actually achieved}] / 16$

Reduced Expansion Credit = $58\% \times [100\% - \text{Reduction Factor}]$

For example, if the Company had sixty-five (65) Qualifying Employees for the applicable period, then the Reduced Expansion Credit would be set at 38.875% for the applicable period, calculated as follows:

Reduction Factor = $[70 - 65] / 16 = 5 / 16 = 31.25\%$

Reduced Expansion Credit = $58\% \times [100\% - 31.25\%] = 58\% \times 68.75\% = 39.875\%$

Section 8. The dates and time periods set forth in this First Amendment are based on the assumption that the Company will first report investments in the Expansion Project as placed in service during its fiscal year ending December 31, 2021. If the Company initially reports such investments as placed in service in an earlier year or not later than two (2) years than assumed, the relevant dates and time periods set in this First Amendment are automatically adjusted to reflect the actual date and time period for the first reported investments in the Expansion Period. For example and by way of example only, if the Company does not initially report investments in the Expansion Project as placed in service until its fiscal year ending December 31, 2022, the Expansion Credits would run from 2023 through 2029, and the applicable investment and job creation requirements would likewise be adjusted by one year.

Section 9. Except as amended by this First Amendment, the Fee Agreement otherwise remains in full force and effect.

Section 10. A. The County represents that (i) it is a body politic and corporate and a political subdivision of South Carolina, (ii) it is authorized by the Act to enter into this First Amendment, (iii) it has approved this First Amendment in accordance with the procedural requirements of the Act, the County Council and other applicable law, and (iv) it has authorized its officials to execute and deliver this First Amendment by adoption of Ordinance No. 2020-_____.

B. Company represents that (i) it is a corporation organized, validly existing, and in good standing under the laws of the state of organization or incorporation, (ii) it is authorized to transact business in South Carolina, (iii) it has the power to enter into this First Amendment, (iv) it has by proper action approved this First Amendment, and (v) it has authorized its officials to execute and deliver this First Amendment.

Section 11. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 12. Company agrees to reimburse the County its administrative expenses related to this First Amendment promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County; *provided, however*, that in no event shall Company be responsible for reimbursing the County in excess of \$2500 for any administrative expenses incurred in the form of attorneys' fees or otherwise with respect to any matter relating in any way to the preparation, review, approval and execution of this First Amendment. The written request shall include a description of the nature of the administrative expenses.

Section 13. This First Amendment is effective as of the date first above written.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Company and the County have caused this First Amendment to be executed respectively by the duly authorized officers of the Company and the County as of the date first written above.

PROJECT PUMPKIN

Signature: _____

Name: _____

Title: _____

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1684
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Revisions to the Lancaster County Bailey Bill:

The purpose of this ordinance is primarily to promote the availability of affordable low and moderate income housing, and to encourage the rehabilitation of historic properties by providing tax incentives to properties which meet all requirements laid out in the ordinance.

Points to Consider:

Ordinance No. 2019-1580 was previously approved by County Council on April 29th, 2019. These revisions correct a few minor errors from the previous ordinance and attempt to clarify the process necessary to receive the tax incentive.

Funding and Liability Factors:

This ordinance, as written, would hold the assessment value of any property deemed eligible at the pre-rehabilitation value for a period of 20 years.

Council Options:

Approve or Deny the Ordinance.

Recommendation:

Approval of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1684	8/14/2020	Ordinance
Memo: Bailey Bill	7/13/2020	Exhibit
Proposed Updated Ordinance with changes noted	7/13/2020	Ordinance

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2020- 1684

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ARTICLE 2 OF CHAPTER 28 OF THE LANCASTER COUNTY CODE OF ORDINANCES RELATED TO REHABILITATED HISTORIC/ LOW AND MODERATE INCOME PROPERTIES AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Amendment of County Code.

Article 2 of Chapter 28 of the Lancaster County Code of Ordinances is amended as follows:

Article II. Rehabilitated Historic/ Low And Moderate Income Properties

Sec. 28-21. Special Tax Assessment Created.

Pursuant to the authority granted to Lancaster County by S.C. Code §4-9-195, a special tax assessment is created for eligible rehabilitated historic properties or low and moderate income rental property for a period of twenty (20) years equal to the assessed value of the property at the time of preliminary certification.

Sec. 28-22. Purpose.

It is the purpose of this Article to:

- (1) Encourage the rehabilitation of historic properties;
- (2) Promote community development and redevelopment;
- (3) Promote the availability of affordable low and moderate income housing;
- (4) Encourage sound community planning; and
- (5) Promote the general health, safety, and welfare of the community.

Sec. 28-23. Eligible Historic Properties.

(a) Certification as Historic Property. In order to be eligible for the special tax assessment, historic properties must receive preliminary and final certification.

(1) Preliminary certification. To receive preliminary certification a property must meet the following conditions:

- a. The property meets the requirements for historic designation as established in this section.
- b. The proposed rehabilitation work receives a recommendation of approval from the appropriate architectural reviewing authority (hereinafter "reviewing authority") and is consistent with the rehabilitation standards as set forth in this article. The reviewing authority shall review all proposed improvements associated with the rehabilitation and make a recommendation to the county regarding the project's eligibility. The approval will be issued to the property owner by the reviewing authority, and a copy will be sent to the county if

requested. For the purpose of this article, the reviewing authority shall be defined as follows:

1. In any municipality that has an architectural review board, the municipal board shall serve as the reviewing authority.
2. In the unincorporated areas of the county, and within any municipality that does not have an architectural review board, the South Carolina Department of Archives and History shall serve as the reviewing authority for historic properties.

c. Be a project that commenced by or after January 1, 2018 through the date of the adoption of this ordinance and work was permitted to have begun prior to receiving preliminary certification, or

d. Be a project that commences on or after the date of the adoption of this ordinance.

(2) Final certification. To be eligible for final certification, a property must have met the following conditions:

- a. The property has received preliminary certification.
- b. The minimum expenditures for rehabilitation as set forth in this article have been incurred and paid.
- c. The completed rehabilitation receives a recommendation for approval from the reviewing authority as being consistent with the plans approved by the reviewing authority during preliminary certification.
- d. All application fees have been paid in full by the applicant.
- e. The property has met all other requirements of this article.

(b) Historic Property Criteria. In order to be eligible for the special tax assessment, the property must meet one of the following criteria:

(1) Any property included in one of the categories below is considered a Historic Property:

- a. Listed on the National Register of Historic Places;
- b. Determined eligible for the National Register by the South Carolina Department of Archives and History;
- c. A contributing property in a National Register Historic District;
- d. Is designated as a Historic by Lancaster County Council or their designee.

(2) All other properties must demonstrate:

- a. Association with events that have made a significant contribution to the broad patterns of our history; or
- b. Association with the lives of significant persons in our past; or
- c. Embodiment of distinctive characteristics of a type, period, or method of construction; or representation of the work of a master; or possession of high artistic values; and
- d. the property is at least fifty (50) years old.

Property owners seeking eligibility as historic property under subsection (2) must receive a historic property determination by filing an application with the Lancaster County Council.

Sec. 28-24. Eligible Low and Moderate Income Rental Properties.

(a) Certification as Low and Moderate Income Rental Property. In order to be eligible for the special tax assessment, Low and Moderate Income Rental properties must receive preliminary and final certification.

(1) Preliminary certification. To receive preliminary certification a property must meet the following conditions:

- a. The property meets the requirements for low and moderate income rental property as established in this section.

b. The proposed rehabilitation work receives a recommendation of approval from the appropriate architectural reviewing authority (hereinafter “reviewing authority”) and is consistent with the rehabilitation standards as set forth in this article. The reviewing authority shall review all improvements associated with the rehabilitation and make a recommendation to the county regarding the project’s eligibility. For the purpose of this article, the reviewing authority shall be defined as follows:

1. In any municipality that has an architectural review board, the municipal board shall serve as the reviewing authority.
2. In the unincorporated areas of the county, and within any municipality that does not have an architectural review board, the Lancaster Housing Authority shall serve as the reviewing authority for low and moderate income rental properties.

c. Be a project that commenced by or after January 1, 2018 through the date of the adoption of this ordinance and work was permitted to have begun prior to receiving preliminary certification, or

d. Be a project that commences on or after the date of the adoption of this ordinance.

(2) Final certification. To be eligible for final certification, a property must have met the following conditions:

- a. The property has received preliminary certification.
- b. The minimum expenditures for rehabilitation as set forth in this article have been incurred and paid.
- c. The completed rehabilitation receives a recommendation for approval from the reviewing authority as being consistent with the plans approved by the reviewing authority during preliminary certification.
- d. All application fees have been paid in full by the applicant.
- e. The property has met all other requirements of this article.

(b) Low and Moderate Income Rental designation. In order to be eligible for the special tax assessment, the property must meet one of the following criteria:

- (1) The property provides accommodations under the Section 8 Program as defined in the United States Housing Act of 1937 and amended by the Housing and Community Act of 1974 for low and moderate income families and persons as defined by Section 31-13-170(p); or
- (2) In the case of income-producing real property, the expenditures for rehabilitation exceed the appraised value of the property; and
- (3) The low and moderate income housing rehabilitation is located in an area designated by the local government as a Low and Moderate Housing Rehabilitation District; and
- (4) The owner or estate of any property certified as “low and moderate income rental property” takes no actions which cause the property to be unsuitable for such a designation. The county governing body granting the initial certification has the authority to decertify property in these cases, and the property becomes immediately ineligible for the special tax assessments provided for this type of property; and
- (5) If the property qualifies as “historic” as defined in Section 28-23, then the rehabilitation work must be approved by the appropriate reviewing authority as provided in Section 28-23.

Sec. 28-25. Eligible rehabilitation for historic properties.

(a) Standards for rehabilitation. To be eligible for the special tax assessment, historic rehabilitations must be conducted according to the following standards:

(1) The historic character of a property shall be retained and preserved. The removal of historic materials or alterations or of features and spaces that characterize each property shall be avoided.

(2) Each property shall be recognized as a physical record of its time, place, and use, and period of significance. Changes that create a false sense of historical development shall not be undertaken.

(3) Most properties change over time. Those changes that have acquired historic significance in their own right shall be retained and preserved.

(4) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.

(5) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.

(6) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(7) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the historic property and its environment.

(8) New additions and adjacent new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(b) Work to be reviewed. The following work will be reviewed according to the standards set forth above:

(1) Repairs to the exterior of the designated building.

(2) Alterations to the exterior of the designated building.

(3) New construction on the property on which the building is located, including site work.

(4) Alterations to interior primary public spaces, as defined by the reviewing authority.

(5) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation, including, but not limited to, alterations made to mechanical, plumbing and electrical systems.

(c) Minimum expenditures for rehabilitation. To be eligible for the special property tax assessment, the owner or the owner's estate must meet the minimum expenditures for rehabilitation:

(1) The minimum investment shall be twenty percent (20%) of the fair market value of the building which is to be rehabilitated.

(2) Fair market value means the appraised value as certified to the county by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within twelve months of the time it is submitted, or the most recent appraised value published by the Lancaster ~~Richland~~ County Tax Assessor.

(d) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

(1) Improvements located on or within the historic building as designated.

(2) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floor space attributable to new construction.

- (3) Architectural and engineering services attributable to the design of the improvements.
- (4) Costs necessary to maintain the historic character or integrity of the building.
- (e) Scope. The special tax assessment may apply to the following:
 - (1) Structure(s) rehabilitated;
 - (2) Real property on which the building is located.
- (f) Time limits. If the project is not complete after two (2) years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed.

Sec. 28-26. Eligible rehabilitation for low and moderate income rental properties.

- (a) Standards for rehabilitation. To be eligible for the special tax assessment, low and moderate income rental rehabilitations must be conducted according to the following standards:
 - (1) All applicable code requirements, such as the International Building Code, the International Property Maintenance Code, et.al., must be met at the time of initial certification and compliance must be maintained throughout the special tax period.
- (b) Work to be reviewed. The following work will be reviewed according to the standards set forth above:
 - (1) Repairs to the exterior of the designated building.
 - (2) Alterations to the exterior of the designated building.
 - (3) New construction on the property on which the building is located, including site work.
 - (4) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation, including, but not limited to, alterations made to mechanical, plumbing and electrical systems.
- (c) Minimum expenditures for rehabilitation. To be eligible for the special property tax assessment, the owner or the owner's estate must meet the minimum expenditures for rehabilitation:
 - (1) The minimum investment shall exceed the fair market value of the building which is to be rehabilitated.
 - (2) Fair market value means the appraised value as certified to the county by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within twelve months of the time it is submitted, or the most recent appraised value published by the Lancaster County Tax Assessor.
 - (d) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:
 - (1) Improvements located on or within the rental property as designated.
 - (2) Architectural and engineering services attributable to the design of the improvements.
- (e) Scope. The special tax assessment may apply to the following:
 - (1) Structure(s) rehabilitated;
 - (2) Real property on which the building is located.
- (f) Time limits. If the project is not complete after two (2) years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed.

Sec. 28-27. Process for Historic Properties.

- (a) Fee required: Final certification of the property will not be given until the fee has been paid in full by the applicant. Fees shall be established in the Lancaster County Annual Budget document.

(b) Plan required. Owners of property seeking approval of rehabilitation work must submit a completed rehabilitation of property application with supporting documentation to the reviewing authority prior to beginning work. Rehabilitation work conducted prior to approval of the application is done so at the risk of the property owner and may disqualify the property from eligibility for the special tax assessment.

(c) Preliminary certification. Upon receipt of the completed application, the reviewing authority shall issue recommendation as to whether the project is consistent with the standards for rehabilitation. Upon receipt of the reviewing authority's recommendation, the county administrator or designee shall notify the owner in writing. Upon receipt of this determination, the property owner may:

- (1) If the application is approved, begin rehabilitation;
- (2) If the application is not approved, he/she may revise such application in accordance with comments provided by reviewing authority.

(d) Substantive changes. Once preliminary certification is granted to an application, substantive changes must be approved in writing by the county administrator or designee. Any substantive changes made to the property during rehabilitation that are not approved by county administrator or designee, upon review and recommendation of the reviewing authority, are conducted at the risk of the property owner and may disqualify the project from eligibility during the final certification process.

(e) Final certification. Upon completion of the project, the property must receive final certification in order to be eligible for the special assessment. The reviewing authority shall inspect completed project photographs to determine if the work is consistent with the approval recommended by the reviewing authority and granted by the county during preliminary certification. The review process for final certification shall be established by the reviewing authority and may include a physical inspection of the property. The reviewing authority shall notify the applicant in writing of its recommendation. If the applicant wishes to appeal the reviewing authority's recommendation, the appeal must follow the reviewing authority's appeals process. The county administrator or designee may grant final certification only if the following conditions have been met:

- (1) The completed work meets the standards for rehabilitation as established in this article;
- (2) Verification is made that the minimum expenditures have been incurred in accordance with the provisions of this article; and
- (3) Any fee(s) shall be paid in full.

Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.

(f) Additional work. For the remainder of the special assessment period after final certification, the property owner shall notify the county administrator or designee of any additional work, other than ordinary maintenance, prior to the work beginning. The reviewing authority shall review the work and make a recommendation to the county administrator or designee whether the overall project is consistent with the standards for rehabilitation. The county administrator or designee shall notify the property owner in writing if the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent by the reviewing authority, the county administrator or designee shall notify the owner in writing within thirty (30) days of its decision to rescind approval. The property owner may withdraw his/her request and cancel or revise the proposed additional work to the satisfaction of the county administrator or designee.

(g) Notification. Upon final certification of a rehabilitated historic property, the Lancaster County Assessor, Auditor, and Treasurer shall be notified by the county administrator or designee that such property has been duly certified and is eligible for the special tax assessment.

(h) Application. Once the final certification has been granted, the owner of the property shall make application to the Lancaster County Auditor for the special assessment provided for herein. The special assessment shall remain in effect for the length of the special assessment period, unless the property shall become decertified under the provisions of this section.

(i) Date effective. If an application for preliminary or final certification is filed on or before May 1st or the preliminary or final certification is approved on or before August 1st, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year. The special assessment only begins in the current or future tax years as provided for in this section. The special assessment period shall not exceed twenty (20) years in length, and in no instance may the special assessment be applied retroactively.

(j) Decertification. Once the property has received final certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:

- (1) Written notice from the owner to the Lancaster County Auditor requesting removal of the special assessment;
- (2) Removal of the historic designation by the County Council based upon noncompliance of the criteria established in this Article; or
- (3) Rescission of the approval of rehabilitation by the county, at the recommendation of the reviewing authority, because of alterations or renovation by the owner or the owner's estate which cause the property to no longer possess the qualities and features which made it eligible for final certification. Notification of any change affecting eligibility must be given immediately to the Lancaster County Assessor, Auditor, and Treasurer.

Sec. 28-28. Process for low and moderate income rental properties.

(a) Fee required. Final certification of the property will not be given until the fee has been paid in full by the applicant. Fees shall be established in the Lancaster County Annual Budget document.

(b) Plan required. Owners of property seeking approval of rehabilitation work must submit a completed rehabilitation of property application with supporting documentation to the Building Official or designee prior to beginning work. Rehabilitation work conducted prior to approval of the application is done so at the risk of the property owner and may disqualify the property from eligibility for the special tax assessment.

(c) Preliminary certification. Upon receipt of the completed application, the Building Official or designee shall issue for a recommendation as to whether the project is consistent with the standards for rehabilitation. Upon receipt of the reviewing authority's recommendation, the county administrator or designee shall notify the owner in writing. Upon receipt of this determination, the property owner may:

- (1) If the application is approved, begin rehabilitation;
- (2) If the application is not approved, he/she may revise such application in accordance with comments provided by reviewing authority.

(d) Substantive changes. Once preliminary certification is granted to an application, substantive changes must be approved in writing by the county administrator or designee. Any substantive changes made to the property during rehabilitation that are not approved by county administrator or designee, upon review and recommendation of the reviewing authority, are conducted at the risk of the property owner and may disqualify the project from eligibility during the final certification process.

(e) Final certification. Upon completion of the project, the property must receive final certification in order to be eligible for the special assessment. The reviewing authority shall inspect completed project to determine if the work is consistent with the approval recommended by the reviewing authority and granted by the county during preliminary certification. The review process for final certification shall be established by the reviewing authority and may include a

physical inspection of the property. The reviewing authority shall notify the applicant in writing of its recommendation. If the applicant wishes to appeal the reviewing authority's recommendation, the appeal must follow the reviewing authority's appeals process. The county administrator or designee may grant final certification only if the following conditions have been met:

- (1) The completed work meets the standards for rehabilitation as established in this article;
- (2) Verification is made that the minimum expenditures have been have been incurred in accordance with the provisions of this article; and
- (3) Any fee(s) shall be paid in full.

Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.

(f) Additional work. For the remainder of the special assessment period after final certification, the property owner shall notify the county administrator or designee of any additional work, other than ordinary maintenance, prior to the work beginning. The reviewing authority shall review the work and make a recommendation to the county administrator or designee whether the overall project is consistent with the standards for rehabilitation. The county administrator or designee shall notify the property owner in writing if the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent by the reviewing authority, the county administrator or designee shall notify the owner in writing within thirty (30) days of its decision to rescind approval. The property owner may withdraw his/her request and cancel or revise the proposed additional work to the satisfaction of the county administrator or designee.

(g) Notification. Upon final certification of a low and moderate income rental property, the Lancaster County Assessor, Auditor, and Treasurer shall be notified by the county administrator or designee that such property has been duly certified and is eligible for the special tax assessment.

(h) Application. Once the final certification has been granted, the owner of the property shall make application to the Lancaster County Auditor for the special assessment provided for herein. The special assessment shall remain in effect for the length of the special assessment period, unless the property shall become decertified under the provisions of this section.

(i) Date effective. If an application for preliminary or final certification is filed on or before May 1st or the preliminary or final certification is approved on or before August 1st, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year. The special assessment only begins in the current or future tax years as provided for in this section. The special assessment period shall not exceed twenty (20) years in length, and in no instance may the special assessment be applied retroactively.

(j) Previously certified properties. A property certified to receive the special property tax assessment under the existing law continues to receive the special assessment in effect at the time certification was made.

(k) Decertification. Once the property has received final certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:

- (1) Written notice from the owner to the Lancaster County Auditor requesting removal of the special assessment;
- (2) Removal of the historic designation by the County Council based upon noncompliance of the criteria established in this Article; or
- (3) Rescission of the approval of rehabilitation by the county, at the recommendation of the reviewing authority, because of alterations or renovation by the owner or the owner's estate which cause the property to no longer possess the qualities and features which

made it eligible for final certification. Notification of any change affecting eligibility must be given immediately to the Lancaster County Assessor, Auditor, and Treasurer.

Secs. 28-29 to 28-40 - Reserved

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 conflicting provisions and this ordinance is controlling.

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

<Signature page follows>

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Second Reading: August 24, 2020
Third Reading: September 14, 2020
Public Hearing: September 14, 2020

Approved as to form:

John DuBose, County Attorney



DATE: 7/13/2020

TO: COUNTY COUNCIL

FROM: ASHLEY DAVIS, PLANNER

RE: BAILEY BILL ORDINANCE

Enacted in 1992, the Bailey Bill allows local governments in South Carolina to offer a property tax abatement to encourage the rehabilitation of historic and low income properties. For a period of no more than 20 years, the local government can lock in a special property tax assessment based on the property's fair market value prior to rehabilitation.

This allows the property owner to avoid local property tax payments on the increased value resulting from eligible renovations. The abated value is the difference between the fair market value of the building at the start of renovation and the fair market value of the building after renovation.

On April 29, 2019, Lancaster County Council approved our own adaptation of the Bailey Bill. After careful review, a few revisions have been made to our local ordinance. These revisions correct a few minor errors from the previous ordinance and attempt to clarify the process required to receive the tax incentive. At this time, South Carolina Department of Archives and History will act as the primary reviewer on all properties applying for the tax abatement through the historic process. Lancaster County will be the primary reviewer with assistance from the Lancaster Housing Authority for low and moderate income properties.

It is ideal for the county and municipalities within the county to adopt identical ordinances, allowing property owners to maximize benefits by abating a portion of both city and county taxes. Following our revisions the City of Lancaster intends to adopt this ordinance as well.

Please feel free to contact me at 416-9433 should you have any questions.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2019-1580

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO ADOPT ARTICLE 2 OF CHAPTER 28 OF THE LANCASTER COUNTY CODE OF ORDINANCES RELATED TO REHABILITATED HISTORIC/ LOW AND MODERATE INCOME PROPERTIES AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Amendment of County Code.

Article 2 of Chapter 28 of the Lancaster County Code of Ordinances is amended as follows:

Article II. Rehabilitated Historic/ Low And Moderate Income Properties

Sec. 28-21. Special Tax Assessment Created.

Pursuant to the authority granted to Lancaster County by S.C. Code §4-9-195, a special tax assessment is created for eligible rehabilitated historic properties or low and moderate income rental property for a period of twenty (20) years equal to the assessed value of the property at the time of preliminary certification.

Sec. 28-22. Purpose.

It is the purpose of this Article to:

- (1) Encourage the rehabilitation of historic properties;
- (2) Promote community development and redevelopment;
- (3) Promote the availability of affordable low and moderate income housing;
- (4) Encourage sound community planning; and
- (5) Promote the general health, safety, and welfare of the community.

Sec. 28-23. Eligible Historic Properties.

(a) Certification as Historic Property. In order to be eligible for the special tax assessment, historic properties must receive preliminary and final certification.

(1) Preliminary certification. To receive preliminary certification a property must meet the following conditions:

- a. The property meets the requirements for historic designation as established in this section.
- b. The proposed rehabilitation work receives a recommendation of approval from the appropriate architectural reviewing authority (hereinafter "reviewing authority") and is consistent with the rehabilitation standards as set forth in this article. The reviewing authority shall review all proposed improvements associated with the rehabilitation and make a recommendation to the county regarding the project's eligibility. The approval will be issued to the property owner by the reviewing authority, and a copy will be sent to the county if

requested. For the purpose of this article, the reviewing authority shall be defined as follows:

1. In any municipality that has an architectural review board, the municipal board shall serve as the reviewing authority.
2. In the unincorporated areas of the county, and within any municipality that does not have an architectural review board, the South Carolina Department of Archives and History shall serve as the reviewing authority for historic properties.

c. Be a project that commenced by or after January 1, 2018 through the date of the adoption of this ordinance and work was permitted to have begun prior to receiving preliminary certification, or

d. Be a project that commences on or after the date of the adoption of this ordinance.

(2) Final certification. To be eligible for final certification, a property must have met the following conditions:

a. The property has received preliminary certification.

b. The minimum expenditures for rehabilitation as set forth in this article have been incurred and paid.

c. The completed rehabilitation receives a recommendation for approval from the reviewing authority as being consistent with the plans approved by the reviewing authority during preliminary certification.

d. All application fees have been paid in full by the applicant. The application fee is \$150 for single family residences or duplexes and \$300 for all other properties. The fee is due at the time of the application and checks should be made payable to the reviewing authority.

e. The property has met all other requirements of this article.

~~(b) Historic designation. In order to be eligible for the special tax assessment, the property must meet one of the following criteria:~~

~~(1) The property must be listed on the National Register of Historic Places either individually or as a contributing property in a district; or~~

~~(2) The property is designated as a historic property by the County Council based upon criteria established by the County Council and the property is at least fifty (50) years old.~~

~~(c) Historic Property Criteria. In order to be eligible for the special tax assessment, the property must meet one of the following criteria:~~

~~(1) Any property included in one of the categories below is considered a Historic Property:~~

~~a. Listed on the National Register of Historic Places;~~

~~b. Determined eligible for the National Register by the South Carolina Department of Archives and History;~~

~~c. A contributing property in a National Register Historic District;~~

~~d. Qualifying for and having a South Carolina Historic Marker; or~~

~~ed. Is designated as a Historic by Lancaster County Council or their designee. Location in an area designated by the local government as a Historic District Rehabilitation Area and the property is at least fifty (50) years old.~~

~~(2) All other properties must demonstrate:~~

~~a. Association with events that have made a significant contribution to the broad patterns of our history; or~~

~~b. Association with the lives of significant persons in our past; or~~

~~c. Embodiment of distinctive characteristics of a type, period, or method of construction; or representation of the work of a master; or possession of high artistic values; and~~

d. the property is at least fifty (50) years old.

Property owners seeking eligibility as historic property under subsection (2) must receive a historic property determination by filing an application with the Lancaster County Council.

Sec. 28-24. Eligible Low and Moderate Income Rental Properties.

(a) Certification as Low and Moderate Income Rental Property. In order to be eligible for the special tax assessment, Low and Moderate Income Rental properties must receive preliminary and final certification.

(1) Preliminary certification. To receive preliminary certification a property must meet the following conditions:

a. The property meets the requirements for low and moderate income rental property as established in this section.

b. The proposed rehabilitation work receives a recommendation of approval from the appropriate architectural reviewing authority (hereinafter "reviewing authority") and is consistent with the rehabilitation standards as set forth in this article. The reviewing authority shall review all improvements associated with the rehabilitation and make a recommendation to the county regarding the project's eligibility. For the purpose of this article, the reviewing authority shall be defined as follows:

1. In any municipality that has an architectural review board, the municipal board shall serve as the reviewing authority.

2. In the unincorporated areas of the county, and within any municipality that does not have an architectural review board, the Lancaster Housing Authority shall serve as the reviewing authority for low and moderate income rental properties.

c. Be a project that commenced by or after January 1, 2018 through the date of the adoption of this ordinance and work was permitted to have begun prior to receiving preliminary certification, or

d. Be a project that commences on or after the date of the adoption of this ordinance.

(2) Final certification. To be eligible for final certification, a property must have met the following conditions:

a. The property has received preliminary certification.

b. The minimum expenditures for rehabilitation as set forth in this article have been incurred and paid.

c. The completed rehabilitation receives a recommendation for approval from the reviewing authority as being consistent with the plans approved by the reviewing authority during preliminary certification.

d. All application fees have been paid in full by the applicant. ~~The application fee is \$150 for single family residences or duplexes and \$300 for all other properties. The fee is due at the time of the application and checks should be made payable to the reviewing authority.~~

e. The property has met all other requirements of this article.

(b) Low and Moderate Income Rental designation. In order to be eligible for the special tax assessment, the property must meet one of the following criteria:

(1) The property provides accommodations under the Section 8 Program as defined in the United States Housing Act of 1937 and amended by the Housing and Community Act of 1974 for low and moderate income families and persons as defined by Section 31-13-170(p); or

(2) In the case of income-producing real property, the expenditures for rehabilitation exceed the appraised value of the property; and

- (3) The low and moderate income housing rehabilitation is located in an area designated by the local government as a Low and Moderate Housing Rehabilitation District; and
- (4) The owner or estate of any property certified as "low and moderate income rental property" takes no actions which cause the property to be unsuitable for such a designation. The county governing body granting the initial certification has the authority to decertify property in these cases, and the property becomes immediately ineligible for the special tax assessments provided for this type of property; and
- (5) If the property qualifies as "historic" as defined in Section 28-23, then the rehabilitation work must be approved by the appropriate reviewing authority as provided in Section 28-23.

Sec. 28-25. Eligible rehabilitation for historic properties.

(a) Standards for rehabilitation. To be eligible for the special tax assessment, historic rehabilitations must be conducted according to the following standards:

- (1) The historic character of a property shall be retained and preserved. The removal of historic materials or alterations or of features and spaces that characterize each property shall be avoided.
- (2) Each property shall be recognized as a physical record of its time, place, ~~and use,~~ and period of significance. Changes that create a false sense of historical development shall not be undertaken.
- (3) Most properties change over time. Those changes that have acquired historic significance in their own right shall be retained and preserved.
- (4) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.
- (5) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (6) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- (7) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the historic property and its environment.
- (8) New additions and adjacent new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(b) Work to be reviewed. The following work will be reviewed according to the standards set forth above:

- (1) Repairs to the exterior of the designated building.
- (2) Alterations to the exterior of the designated building.
- (3) New construction on the property on which the building is located, including site work.
- (4) Alterations to interior primary public spaces, as defined by the reviewing authority.
- (5) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation, including, but not limited to, alterations made to mechanical, plumbing and electrical systems.

(c) Minimum expenditures for rehabilitation. To be eligible for the special property tax assessment, the owner or the owner's estate must meet the minimum expenditures for rehabilitation:

- (1) The minimum investment shall be twenty percent (20%) of the fair market value of the building which is to be rehabilitated.
- (2) Fair market value means the appraised value as certified to the county by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within twelve months of the time it is submitted, or the most recent appraised value published by the ~~Lancaster~~ Richland County Tax Assessor.
- (d) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:
 - (1) Improvements located on or within the historic building as designated.
 - (2) Improvements outside of but directly attached to the historic building which are necessary to make the building fully useable (such as vertical circulation) but shall not include rentable/habitable floor space attributable to new construction.
 - (3) Architectural and engineering services attributable to the design of the improvements.
 - (4) Costs necessary to maintain the historic character or integrity of the building.
- (e) Scope. The special tax assessment may apply to the following:
 - (1) Structure(s) rehabilitated;
 - (2) Real property on which the building is located.
- (f) Time limits. If the project is not complete after two (2) years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed.

Sec. 28-26. Eligible rehabilitation for low and moderate income rental properties.

(a) Standards for rehabilitation. To be eligible for the special tax assessment, low and moderate income rental rehabilitations must be conducted according to the following standards:

- (1) All applicable code requirements, such as the International Building Code, the International Property Maintenance Code, et.al., must be met at the time of initial certification and compliance must be maintained throughout the special tax period.

(b) Work to be reviewed. The following work will be reviewed according to the standards set forth above:

- (1) Repairs to the exterior of the designated building.
- (2) Alterations to the exterior of the designated building.
- (3) New construction on the property on which the building is located, including site work.
- (4) Any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation, including, but not limited to, alterations made to mechanical, plumbing and electrical systems.

(c) Minimum expenditures for rehabilitation. To be eligible for the special property tax assessment, the owner or the owner's estate must meet the minimum expenditures for rehabilitation:

- (1) The minimum investment shall exceed the fair market value of the building which is to be rehabilitated.
- (2) Fair market value means the appraised value as certified to the county by a real estate appraiser licensed by the State of South Carolina, the sales price as delineated in a bona fide contract of sale within twelve months of the time it is submitted, or the most recent appraised value published by the Lancaster County Tax Assessor.
- (d) Expenditures for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

- (1) Improvements located on or within the rental property as designated.
 - (2) Architectural and engineering services attributable to the design of the improvements.
- (e) Scope. The special tax assessment may apply to the following:
 - (1) Structure(s) rehabilitated;
 - (2) Real property on which the building is located.
- (f) Time limits. If the project is not complete after two (2) years, but the minimum expenditures for rehabilitation have been incurred, the property continues to receive the special assessment until the project is completed.

Sec. 28-27. Process for Historic Properties.

- (a) Fee required. ~~There is a fee required for the preliminary certification. of \$150 for single family residences or duplexes and \$300 for all other properties~~ review of rehabilitation work during the final certification process. Final certification of the property will not be given until the fee has been paid in full by the applicant. Fees shall be established in the Lancaster County Annual Budget document.
- (b) Plan required. Owners of property seeking approval of rehabilitation work must submit a completed rehabilitation of property application with supporting documentation to ~~the Building Official or his designee~~ the reviewing authority prior to beginning work. Rehabilitation work conducted prior to approval of the application is done so at the risk of the property owner and may disqualify the property from eligibility for the special tax assessment.
- (c) Preliminary certification. Upon receipt of the completed application, ~~the Building Official or his designee shall submit the plan to~~ the reviewing authority shall issue for a recommendation as to whether the project is consistent with the standards for rehabilitation. Upon receipt of the reviewing authority's recommendation, the county administrator or designee shall notify the owner in writing. Upon receipt of this determination, the property owner may:
 - (1) If the application is approved, begin rehabilitation;
 - (2) If the application is not approved, he/she may revise such application in accordance with comments provided by reviewing authority.
- (d) Substantive changes. Once preliminary certification is granted to an application, substantive changes must be approved in writing by the county administrator or designee. Any substantive changes made to the property during rehabilitation that are not approved by county administrator or designee, upon review and recommendation of the reviewing authority, are conducted at the risk of the property owner and may disqualify the project from eligibility during the final certification process.
- (e) Final certification. Upon completion of the project, the property must receive final certification in order to be eligible for the special assessment. The reviewing authority shall inspect completed project photographs to determine if the work is consistent with the approval recommended by the reviewing authority and granted by the county during preliminary certification. The review process for final certification shall be established by the reviewing authority and may include a physical inspection of the property. The reviewing authority shall notify the applicant in writing of its recommendation. If the applicant wishes to appeal the reviewing authority's recommendation, the appeal must follow the reviewing authority's appeals process. The county administrator or designee may grant final certification only if the following conditions have been met:
 - (1) The completed work meets the standards for rehabilitation as established in this article;
 - (2) Verification is made that the minimum expenditures have been incurred in accordance with the provisions of this article; and
 - (3) Any fee(s) shall be paid in full.

Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.

(f) Additional work. For the remainder of the special assessment period after final certification, the property owner shall notify the county administrator or designee of any additional work, other than ordinary maintenance, prior to the work beginning. The reviewing authority shall review the work and make a recommendation to the county administrator or designee whether the overall project is consistent with the standards for rehabilitation. The county administrator or designee shall notify the property owner in writing if the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent by the reviewing authority, the county administrator or designee shall notify the owner in writing within thirty (30) days of its decision to rescind approval. The property owner may withdraw his/her request and cancel or revise the proposed additional work to the satisfaction of the county administrator or designee.

(g) Notification. Upon final certification of a rehabilitated historic property ~~or low and moderate income rental property~~, the Lancaster County Assessor, Auditor, and Treasurer shall be notified by the county administrator or designee that such property has been duly certified and is eligible for the special tax assessment.

(h) Application. Once the final certification has been granted, the owner of the property shall make application to the Lancaster County Auditor for the special assessment provided for herein. The special assessment shall remain in effect for the length of the special assessment period, unless the property shall become decertified under the provisions of this section.

(i) Date effective. If an application for preliminary or final certification is filed on or before May 1st or the preliminary or final certification is approved on or before August 1st, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year. The special assessment only begins in the current or future tax years as provided for in this section. The special assessment period shall not exceed twenty (20) years in length, and in no instance may the special assessment be applied retroactively.

~~(j) Previously certified properties. A property certified to receive the special property tax assessment under the existing law continues to receive the special assessment in effect at the time certification was made.~~

(k) Decertification. Once the property has received final certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:

- (1) Written notice from the owner to the Lancaster County Auditor requesting removal of the special assessment;
- (2) Removal of the historic designation by the County Council based upon noncompliance of the criteria established in this Article; or
- (3) Rescission of the approval of rehabilitation by the county, at the recommendation of the reviewing authority, because of alterations or renovation by the owner or the owner's estate which cause the property to no longer possess the qualities and features which made it eligible for final certification. Notification of any change affecting eligibility must be given immediately to the Lancaster County Assessor, Auditor, and Treasurer.

Sec. 28-28. Process for low and moderate income rental properties.

(a) Fee required. Final certification of the property will not be given until the fee has been paid in full by the applicant. Fees shall be established in the Lancaster County Annual Budget document.

(b) Plan required. Owners of property seeking approval of rehabilitation work must submit a completed rehabilitation of property application with supporting documentation to the Building Official or designee prior to beginning work. Rehabilitation work conducted prior to approval of

the application is done so at the risk of the property owner and may disqualify the property from eligibility for the special tax assessment.

(c) Preliminary certification. Upon receipt of the completed application, the Building Official or designee shall issue for a recommendation as to whether the project is consistent with the standards for rehabilitation. Upon receipt of the reviewing authority's recommendation, the county administrator or designee shall notify the owner in writing. Upon receipt of this determination, the property owner may:

- (1) If the application is approved, begin rehabilitation;
- (2) If the application is not approved, he/she may revise such application in accordance with comments provided by reviewing authority.

(d) Substantive changes. Once preliminary certification is granted to an application, substantive changes must be approved in writing by the county administrator or designee. Any substantive changes made to the property during rehabilitation that are not approved by county administrator or designee, upon review and recommendation of the reviewing authority, are conducted at the risk of the property owner and may disqualify the project from eligibility during the final certification process.

(e) Final certification. Upon completion of the project, the property must receive final certification in order to be eligible for the special assessment. The reviewing authority shall inspect completed project to determine if the work is consistent with the approval recommended by the reviewing authority and granted by the county during preliminary certification. The review process for final certification shall be established by the reviewing authority and may include a physical inspection of the property. The reviewing authority shall notify the applicant in writing of its recommendation. If the applicant wishes to appeal the reviewing authority's recommendation, the appeal must follow the reviewing authority's appeals process. The county administrator or designee may grant final certification only if the following conditions have been met:

- (1) The completed work meets the standards for rehabilitation as established in this article;
- (2) Verification is made that the minimum expenditures have been have been incurred in accordance with the provisions of this article; and
- (3) Any fee(s) shall be paid in full.

Upon receiving final certification, the property will be assessed for the remainder of the special assessment period on the fair market value of the property at the time the preliminary certification was made or the final certification was made, whichever occurred earlier.

(f) Additional work. For the remainder of the special assessment period after final certification, the property owner shall notify the county administrator or designee of any additional work, other than ordinary maintenance, prior to the work beginning. The reviewing authority shall review the work and make a recommendation to the county administrator or designee whether the overall project is consistent with the standards for rehabilitation. The county administrator or designee shall notify the property owner in writing if the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent by the reviewing authority, the county administrator or designee shall notify the owner in writing within thirty (30) days of its decision to rescind approval. The property owner may withdraw his/her request and cancel or revise the proposed additional work to the satisfaction of the county administrator or designee.

(g) Notification. Upon final certification of a low and moderate income rental property, the Lancaster County Assessor, Auditor, and Treasurer shall be notified by the county administrator or designee that such property has been duly certified and is eligible for the special tax assessment.

(h) Application. Once the final certification has been granted, the owner of the property shall make application to the Lancaster County Auditor for the special assessment provided for

herein. The special assessment shall remain in effect for the length of the special assessment period, unless the property shall become decertified under the provisions of this section.

(i) Date effective. If an application for preliminary or final certification is filed on or before May 1st or the preliminary or final certification is approved on or before August 1st, the special assessment authorized herein is effective for that year. Otherwise, it is effective beginning with the following year. The special assessment only begins in the current or future tax years as provided for in this section. The special assessment period shall not exceed twenty (20) years in length, and in no instance may the special assessment be applied retroactively.

(j) Previously certified properties. A property certified to receive the special property tax assessment under the existing law continues to receive the special assessment in effect at the time certification was made.

(k) Decertification. Once the property has received final certification and assessed as rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:

(1) Written notice from the owner to the Lancaster County Auditor requesting removal of the special assessment;

(2) Removal of the historic designation by the County Council based upon noncompliance of the criteria established in this Article; or

(3) Rescission of the approval of rehabilitation by the county, at the recommendation of the reviewing authority, because of alterations or renovation by the owner or the owner's estate which cause the property to no longer possess the qualities and features which made it eligible for final certification. Notification of any change affecting eligibility must be given immediately to the Lancaster County Assessor, Auditor, and Treasurer.

Secs. 28-29 to 28-40 - Reserved

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2019.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	March 25, 2019	Tentative
Second Reading:	April 8, 2019	Tentative
Third Reading:	April 29, 2019	Tentative

Approved as to form:

John DuBose, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Resolution 1099-R2020

Contact Person / Sponsor: Veronica C. Thompson, Chief Financial Officer

Department: Finance

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

In accordance with SC Code 4-10-40(B)(1):

All of the revenue received by a county and municipality from the Property Tax Credit Fund must be used to provide a credit against the property tax liability of taxpayers in the county and municipality in an amount determined by multiplying the appraised value of the taxpayer's taxable property by a fraction in which the numerator is the total estimated revenue received by the county or municipality from the Property Tax Credit Fund during the applicable fiscal year of the political subdivision and the denominator is the total of the appraised value of taxable property in the county or municipality as of January 1 of the applicable taxable year.

Points to Consider:

The credit is to reduce the property tax burden in counties that impose local option sales tax collected by the Department of Revenue. The factor is based upon:

1. The estimated taxable appraised value
2. The estimated revenues received from the Property Tax Credit Fund (DOR)
3. Any funds remaining at the close of the property tax collection period.

Funding and Liability Factors:

TY2019 credit factor- **.000723**

TY2020 credit factor- **.000868**

A \$200K house will benefit with a tax liability reduction of \$173.60.

Council Options:

Approve the LOST credit factor to be reflected on the upcoming tax bills.

Recommendation:

Approve recommended tax credit factor of .000868.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1099-R2020	8/19/2020	Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1099-R2020

A RESOLUTION

**ESTABLISHING THE LOCAL OPTION SALES TAX CREDIT FACTOR
FOR THE 2020 TAX YEAR.**

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

WHEREAS, County Council has established the Local Option Sales Tax revenue for the 2020 tax year with revenues from the Property Tax Credit Fund remitted by the State Treasurer, and

WHEREAS, a Local Option Sales Tax credit factor must be established for the 2020 tax year, which factor is the result, carried to six (6) decimal positions, of dividing estimated Local Option Sales Tax credit fund revenue by the total taxable appraised value within the county as estimated by the County staff.

NOW THEREFORE, be it resolved that the County Council hereby establishes the Local Option Sales Tax credit factor as follows:

Credit fund estimate	\$7,232,651.17
Divided by	
Taxable appraised value estimate	\$8,336,273,216
Equals	
Tax credit factor for 2020	.000868

This credit estimate to be revised near the end of the fiscal year to adjust for actual credit given to taxpayers.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1677

Contact Person / Sponsor: Cathy McDaniel/Procurement and John DuBose/County Attorney

Department: Procurement

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

The current Procurement Code does not provide the County flexibility in construction project delivery methods. The attached ordinance has been updated to include Design-bid-build, Construction Management at-risk, and Design-build (Section 2-273).

In the course of the update, staff reviewed the entire ordinance, and it has been reorganized for clarity and usability, with many sections mirroring the State procurement code. Once adopted, the Procurement Department will provide staff training.

Mrs. McDaniel and Ms. Alexander reviewed the Code with Councilman Blackmon after the July Administration Committee meeting, and some additional edits for clarification were made. These are included in the underlined changes in the ordinance.

Points to Consider:

With this code, the County will have more flexibility in construction project delivery methods, and access to national purchasing cooperatives. The Code is used by staff and vendors to ensure public funds are spent in a fair and ethical manner.

Funding and Liability Factors:

n/a

Council Options:

To recommend adoption of the Procurement Code as presented (or amended).

Recommendation:

To recommend adoption of the Procurement Code as presented (or amended).

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1677	8/14/2020	Ordinance
Ordinance 2020-1677 with prior sections referenced in red	8/4/2020	Ordinance
Notice of Public Hearing for Ordinance 2020-1677	8/14/2020	Public Hearing Notices

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2020-1677

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY PROCUREMENT CODE, SO AS TO INCLUDE ADDITIONAL LEGAL CONSTRUCTION PROJECT DELIVERY METHODS, ADD COOPERATIVE PURCHASING AS AN ALLOWED PROCUREMENT METHOD, AND PROVIDE CLARITY ON EXISTING PROCUREMENT PROCEDURES

WHEREAS, the Lancaster County Council wishes to amend the ordinance which organized and set forth the rules and regulations for the ethical expenditure of public funds and disposal of surplus property.

NOW, THEREFORE, BE IT ORDAINED by the Council of Lancaster County, South Carolina:

Section 1. Chapter 2, Article VI, Section 2-251 through Section 2-296 of the Lancaster County Code are hereby deleted and replaced and amended as follows:

Section 2-251. - Citation.

This article may be cited as the "Lancaster County Procurement Code."

Section 2-252. - Purpose.

The purpose of the Lancaster County Procurement Code is to:

- (a) Establish policies and procedures for the Lancaster County government that embody sound principles of competitive procurement as required by Section 11-35-50 of the Code of Laws of South Carolina 1976, as amended (the South Carolina Consolidated Procurement Code);
- (a) Develop an efficient and effective means of delegating roles and responsibilities to departments, elected officials, boards, and component units;
- (b) Ensure fair and equitable treatment of all persons who do business with the county;
- (c) Provide a mechanism of controlling all purchases of supplies, materials, equipment and services required by the county;
- (d) Prescribe the manner in which the county shall dispose of surplus real and personal properties in an effective manner; and
- (e) Provide safeguards to ensure ethical behavior on the part of all persons engaged in the public procurement process.

Section 2-253. - Application of procurement code.

The Lancaster County Procurement Code applies to:

- (b) All procurements solicited after December 31, 2010;
- (c) All expenditure of funds by the county for public procurement irrespective of the source of the funds;

- (d) Procurement involving the expenditure of federal or state funds, except that the county shall comply with federal or state law that is mandatorily applicable to the procurement; and
- (e) All county departments, agencies, commissions, boards, or officials appropriated funds by the county.

Section 2-254. - Ethical conduct.

The county is committed to upholding the highest level of integrity and ethical conduct. It is required that all Lancaster County employees and officials participate in the procurement process and follow the associated policies and procedures in regards to conflict of interest, personal purchases, gratuities, and prohibited relationships with vendors. Lancaster County requires those who do business within the County to follow strict ethical guidelines in accordance with Section 8-13-705 of the Code of Laws of SC, "Offering; giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation."

- a. Conflict of interest.

Lancaster County employees must not make any attempt to influence any purchase if the employee has a financial stake in the outcome of the purchasing decision. Nor shall transactions be conducted with any fellow employee, relative, or near-relative unless there has been a documented determination by purchasing director or County Administrator that goods or services procured are not available through other sources or that contract was awarded via competitively sealed bid process.

- b. Gratuities.

Lancaster County employees must not accept gifts, entertainment, favors, or services from present or potential vendors that could influence, or appear to influence, purchasing decisions.

Section 2-255. - Local vendor preference.

The lowest local responsible and responsive bidder who is within three (3) percent, with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or bids, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the county shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in the section, the county shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the county's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the county's own best interest. The local preference as set forth in this section does not apply to state or federally funded projects.

Section 2-256. - Right to reject.

In all solicitations made under the Lancaster County Procurement Code, the county shall reserve the

right to reject any and all responses to the solicitation. A solicitation may be cancelled, or any or all bids or proposals received may be rejected, in whole or in part as may be specified in the solicitation, when it is in the best interest of the county. The reasons for rejection must be documented and kept on file in accordance with South Carolina Archives and History General Records Retention Schedule for County Records. Each solicitation request by the County shall state this section of the code.

Section 2-257. – Definitions

Acceptance. The action of consenting by all parties to the contract agree to be bound by the terms of the contract. The assumption of a legal obligation by a party to a contract, and to the terms and conditions of that contract. Acceptance may also include approval of work performed.

Acquisition. The acquiring, by contract with appropriated funds, of supplies or services (including construction) by and for the use of the County through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated.

Addendum/Addenda. A written change, addition, alteration, correction, or revision to a bid, proposal, or contract document. Commonly, the name given to the document used to revise a solicitation. Addendum/addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the project.

Advertise. To make a public announcement or legal notice of a solicitation with the goal of increasing the response and broadening the field of competition; often required by law or policy.

Agreement. An understanding between two or more parties in which they state a common understanding and intention regarding past or future intentions or facts, sometimes with a view to altering performance, rights, and obligations. When the additional elements of a contract are satisfied, e.g., mutual obligation (consideration), capacity, definiteness, and legal purpose, contracts may be formed. Then the terms agreements and contracts are sometimes used synonymously.

Apparent Low Bidder. The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

A/E (Architect or Engineer) Professional Services. Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, and design for construction, alteration, or repair.

Award. *Process of formally notifying a tenderer that they have been selected as the supplier for a particular contract.* The acceptance of a bid or proposal in order to grant a contract.

Award Protest. A written objection made against the selection methods employed or decisions made by a public agency leading to the award of a contract or purchase.

Bid Bond. An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Opening. The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the proposal. The amount of each bid is recorded and bids

are made available for public inspection. The bid opening may be open to the public.

Bid Security. A bond or deposit which guarantees that the bidder, if awarded the contract, will honor their bid as submitted.

Cardholder. An employee of the County of Lancaster ("county") or an elected official of the same, who is approved to use the procurement card ("P-Card") to execute credit transactions on behalf of the county.

Card issuer. Bank of America; whose services include the issuance of Visa P-Cards to Lancaster County employees, providing electronic transaction authorizations, and billing for all purchases made on county P-Cards.

Change Order. A mutually agreed upon written alteration that is issued to modify or amend a contract or purchase order. A request that directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans, or specifications of the project.

Collusion. When two or more parties act together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when bidders secretly agree to unlawful practices regarding competitive bidding. May inhibit free and open competition in violation of antitrust laws.

Competitive Bidding. The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications. The process provides potential bidders with a reasonable opportunity to win that contract.

Construction Manager Agent Services. Those professional services associated with contract administration, project management and other specified services provided in connection with the administration of a project delivery method. Construction Management Services does not include construction.

Construction Manager at Risk (CMR/CMAR). A construction project delivery method in which the owner enters into separate contracts with the designer and builder, often at or about the same time. During design, the CMAR advises the owner and designer on constructability, value engineering, cost estimating, schedule, sequencing, selection of components and materials, and other matters. When the design is completed, the CMAR becomes the "builder," or general contractor, responsible or "at risk" for completing construction within the guaranteed maximum price

Contract. An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. A legally binding promise, enforceable by law. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

Cooperative Procurement (Purchasing). A variety of arrangements, whereby two or more public procurement entities (or agencies) purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP).

Department Head. County official who must:

- (1) Set internal controls for their department's usage of P-Cards;
- (2) Approve issuance of an employee's P-Card and submit P-Card applications to Program Administrator;
- (3) If applicable, assign a department proxy; and
- (4) Electronically sign-off on all monthly department purchases made.

Department proxy. An employee within department designated by Department Head to be responsible for transaction review, account allocation, and electronic submittal. Department proxy is to follow all internal controls as dictated by Department Head as well as program policy.

Design-Bid-Build. The traditional project delivery method, which customarily involves three sequential project phases: design, procurement, and construction, and two distinct contracts for the design and construction (build) phases.

Design-Build. A construction project delivery method that combines architectural and engineering design services with construction performance under one contract.

Emergency Purchase. A purchase made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. Usually formal competitive bidding procedures are waived.

Evaluation. A process used to assess offers in determining the outcome for a solicitation. For bids and quotes, where price is the only factor, it is used to determine the lowest, responsive bid from a responsible bidder. For proposals, multiple criteria are used to determine the successful proposer based on the highest score received.

Evaluation Committee/Team. A committee established to conduct evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the Scope of Work and may include a procurement representation.

General Contractor (GC). A contractor with the entire responsibility for performing a construction contract. A contractor that bids for a construction contract and bears the entire risk if the contract cannot be performed at the contract price.

Gratuity. Money, also known as a tip, given to one who provides services and added to the cost of the service provided, generally as a reward for the service provided and as a supplement to the service provider's income.

Informalities/Minor Irregularities. A submission of a bid or proposal that contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. A defect that is easily correctable. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.

Invitation for Bids (IFB). A procurement method used to solicit competitive sealed bid responses, sometimes called a formal bid, when price is the basis for award.

Kickback. The payment of something of value to an individual with the goal of persuading or influencing his or her decision or performance in a certain situation. May be in the form of cash or favors and is usually unethical.

Minority-Owned Business Enterprise (MBE). A business which is owned or controlled by a member of a recognized minority group, as defined by requirements set forth by a State or Federal MBE program.

Negotiation. Conferring, discussing, or bargaining to reach agreement in business transactions. A bargaining process between two or more parties, each with its own agenda and objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. A process of planning, reviewing, and analyzing used by a buyer and a seller to reach acceptable agreements or compromises.

Non-Responsible. A contractor, business entity, or individual that responds to a solicitation that does not have the ability or capability to fully perform the requirements of the solicitation. A business entity or individual who does not possess the integrity and reliability to assure contractual performance.

Non-Responsive. A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.

Notice of Award. A written notification from the public entity to the successful bidder or proposer stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

Notice of Intent to Award. A written notice publicly posted prior to announcing the award of a contract to notify interested parties of the intended award and signals that the procurement file is available for their review and that the time period for protests to be submitted has begun.

Organization. The County of Lancaster, South Carolina; the sole entity that arranges and approves to have P-Cards issued.

Payment Bond. A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, a surety or blanket bond. Also known as Labor and Materials Bond.

Performance Bond. An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. May be referred to as a completion bond.

Procurement. Purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, receiving, inspection, salvage, and disposal operations.

Procurement Card (pCard). A payment method whereby internal customers are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The cards enable eProcurement and facilitate on-line ordering.

Procurement Code Exemptions. Public sector procurement codes that provide for the direct purchase of specific products or services without following the competitive requirements.

Procurement Methods. Methods by which goods, services, or material may be acquired by public

purchasers. The methods may include blanket orders, emergency purchases, purchase orders, transfers, competitive bidding, competitive negotiation, cooperative agreements, small purchase contracts, purchases via a credit card, etc.

Professional Services. Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance. Those services which involve extended analysis, the exercise of discretion and independent judgement in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

Program Administrator (As pertains to P-Card Program). The Procurement Director or designee, located in the Lancaster County Procurement Department, who coordinates the P-Card program for the organization. The Program Administrator will act as the intermediary in all correspondence between Lancaster County and card issuer.

Protest. A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Public Bid Opening. The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. May take place in person or online.

Purchase Requisition (PR). A document created by a requestor authorizing the commencement of a purchasing transaction. Typically will include a description of the need and other information that is relative to the transaction.

Quotation. A statement of price, terms of sale, and description of goods or services offered by a supplier to a prospective purchaser; may be non-binding if solicited to obtain market information for planning purposes.

Real Property. Land and its permanently affixed buildings or structures. Any property which is not personal property.

Reasonable Cost. A cost that by its nature or amount does not exceed what would normally be incurred by an ordinarily prudent person in the conduct of competitive business. Often used in the context of “fair and reasonable” cost/price.

Request for Proposals (RFP). The document used to solicit proposals from potential providers for goods and services. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.

Request for Qualifications (RFQ). A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders. An RFQ is a form of RFP.

Risk Management. The process of identification and analysis of risk; and the decision to either accept or mitigate the exposure to such risk when compared to the potential impact on the achievement of the entity’s objectives.

Scope of Work. A scope of work is developed at the beginning of the procurement cycle and is a written description of the entity’s needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation.

Tabulation of Bids/Responses. The recording of responses to solicitations for the purposes of comparison, analysis, and record keeping.

Woman-Owned Business Enterprise (WBE). Denotes that a woman (or women) has majority ownership and control of a business. May also be entitled to minority classification by certain public entities.

Any definition omissions are unintentional. Any definition not contained in this document can be defined by the Model Procurement Code.

DIVISION 2. - PROCUREMENT OFFICER

Sec. 2-258. - Procurement Director.

- (a) There is created the position of Procurement Director who shall be the county's Chief Procurement Officer for procurement and contract services. The Procurement Director shall report to the General Services division director.
- (b) The Procurement Director shall not incur any obligation on behalf of the county if sufficient funds have not been appropriated by the county council.
- (c) Responsibilities of the Procurement Director include, but are not limited to:
 - (1) Directing the day-to-day operations of the procurement department, including the supervision of staff and the review of their work;
 - (2) Ensuring compliance with applicable policies, laws, and regulations;
 - (3) Administering and maintaining the procurement card program for the county;
 - (4) Establishing standard contract clauses for use in contracts, solicitations, and purchase orders;
 - (5) Conducting contract negotiations and contract administration;
 - (6) Attending staff, committee, and council meetings as needed;
 - (7) Coordinating the disposal of all surplus property and equipment;
 - (8) Assisting grant recipients in ensuring proper procurement procedures are followed;
 - (9) Maintaining a complete record of all purchasing transactions;
 - (10) Conducting pre-bid conferences and bid openings;
 - (11) Handling bid advertisements, logging bids, and posting notice of awards and rejection notices as needed;
 - (12) Properly maintaining records of all bid information;
 - (13) Establishing and updating a bidders list;
 - (14) Assisting county government entities with writing bid specifications;
 - (15) Developing, reviewing, and updating procurement and contract procedures to ensure effective and efficient operations;
 - (16) Receiving and responding to inquiries from county government entities and vendors regarding procurement procedures; and
 - (17) Providing instruction and guidance to county government entities and officials.
- (d) The Procurement Director is authorized to develop, prepare and publish rules, regulations, manuals, guidelines, interpretations and other directives to aid in the implementation and use of the Lancaster County Procurement Code.

Section 2-259. - Legal counsel; contract review.

- (a) The county attorney shall serve as legal counsel to the Procurement Officer.
- (b) The county attorney shall review any proposed contract: (i) with a term that extends beyond June 30 of the fiscal year following the fiscal year in which the contract is proposed to be entered; or (ii) with an automatic renewal clause.

DIVISION 3. - SOURCE SELECTION

Section 2-260. - Methods of source selection.

Unless otherwise provided by law, all Lancaster County contracts shall be awarded by competitive sealed bidding, except as provided in:

- (a) Purchases under \$25,000;
- (b) Sole source procurement;
- (c) Emergency procurement;
- (d) Architect-engineering, construction management, land surveying, and other professional services;
- (e) Use of state contract and cooperative purchasing;
- (f) Authority to contract auditing services;
- (g) Competitive sealed proposals;
- (h) Negotiations after unsuccessful Competitive Sealed Bidding.
- (i) Competitive Fixed Price Bid;
- (j) Competitive Best Value Bid;
- (k) Competitive Online Bidding;
- (l) Special/unusual procurements; and
- (m) Procurement Exemptions

Section 2-261. - Procedures for procurements not exceeding twenty-five thousand dollars (\$25,000.00).

- (a) *Purchases under \$2,500.00.* Small purchases not exceeding two thousand five hundred dollars (\$2,500.00) may be accomplished without securing competitive quotations if the prices are considered to be reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from a supplier other than the previous supplier before placing a repeat order. The administrative cost of verifying the reasonableness of the price of purchase "not in excess of" may more than offset potential savings in detecting instances of overpricing. Action to verify the reasonableness of the price need be taken only when the procurement director or department head suspects that the price may not be reasonable, there is a significant deviance from the previous price paid, or personal knowledge of the item involved indicates that the price is not reasonable.
- (b) *Purchases from \$2,500.01 to \$25,000.00.* Purchases between two thousand five hundred dollars and one cent (\$2,500.01) to twenty-five thousand dollars (\$25,000.00) may be accomplished by solicitation of quotes from a minimum of three (3) qualified sources and documentation of the quotes submitted with the required purchase requisition.
- (c) *Advertised Small Purchase.* Written solicitation of written quotes, bids, or proposals may be made for a small purchase, not in excess of twenty-five thousand dollars. The procurement must be advertised pursuant to this Code. A copy of the written solicitation and written quotes must be attached to the purchase requisition. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest ranking offeror.
- (d) *Advertising Threshold.* All competitive procurements above twenty-five thousand dollars must be advertised pursuant to the requirements of this Code.
- (e) *Technology purchases.* All purchases of technology and technology services must be approved by IT director, including, but not limited to: computer hardware, computer software, servers, printers, audio visual equipment, security systems, and networking.
- (f) All documents must be obtained through the online portal on the County's website.

Section 2-262. - Sole source procurement.

- (a) A contract may be awarded for a supply, service, or construction item by the Procurement Officer without competition, subject to the approval of the County Administrator/Deputy County Administrator or designee. Procurements made with grant funds must receive written approval from the grantor agency. Written documentation (sole source justification form) must include the determination and basis for the proposed sole source procurement. A sole source purchase must be based upon one or more of the following criteria: (i) there is a lack of competition for a product or service; (ii) it is a unique, one-of-a-kind service offer; or (iii) the product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and the product is not marketed through other wholesalers or distributors whose competition could be encouraged.
- (b) Written documentation must include the determination and basis for the proposed sole source procurement. A delegation of authority by either the County Administrator or Deputy County Administrator with respect to sole source determinations must be submitted in writing to the Procurement Director. In cases of reasonable doubt, competition must be solicited. Any decision that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need.

Section 2-263. - Emergency procurements.

Notwithstanding any other provision of this article, the County Administrator/Deputy County Administrator or designee may make or authorize emergency procurements of supplies, services or construction items when an emergency condition arises and the need cannot be met through normal procurement methods. An emergency condition is a situation which creates a threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions as may be proclaimed by either the County Administrator or Deputy County Administrator. The existence of emergency conditions must create an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten: (i) the functioning of county government; (ii) the preservation or protection of property; or (iii) the health or safety of any person. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination (Procurement Exemption Form) of the basis for the emergency and for the selection of the particular contractor or vendor shall be made and shall set forth the contractor's or vendor's name, amount, and a listing of the items procured under the contract.

Section 2-264. - Architecture, engineering, construction management, land surveying and other professional services.

- (a) The Procurement Director, with approval of the County Administrator, may negotiate contracts for architect-engineer, construction management, land surveying and other professional services valued at fifty thousand dollars (\$50,000.00) and below. Such negotiations must be accompanied by at least two (2) quotes from qualified vendors.
- (b) It is the policy of Lancaster County to publicly solicit requirements for architect-engineer, construction management, land surveying and other professional services at fifty thousand dollars (\$50,000.00) or more and to negotiate contracts for such services on the basis of demonstrated competence and qualification at fair and reasonable prices. The date for submission from interested persons or firms in response to an invitation shall not be less than twenty-one (21) business days after publication of the invitation. An evaluation panel, the Procurement Officer, and the County Administrator/Deputy County Administrator or designee shall conduct interviews with no less than two (2) firms regarding the proposed contract, provided that, if only one firm responds, that one firm

may be interviewed. The Procurement Officer and/or the County Administrator shall negotiate a contract with the highest qualified firm or person.

Section 2-265. - Use of state contract and cooperative purchasing.

- (a) When it is advantageous to the county, purchases may be made through the State of South Carolina's Materials Management Office. Sections 2-260 and 2-261 are waived when purchasing from the state contract.
- (b) The Procurement Officer may enter into an agreement, independent of sections 2-260 and 2-261, with any public procurement entity for the cooperative use of supplies or services under the terms agreed upon by the parties.

Section 2-266. - Competitive sealed proposals.

- (a) *Conditions for use.* A contract may be entered into by competitive sealed proposals when the Procurement Officer or County Administrator determines in writing that the use of competitive sealed bidding is either impractical or not advantageous to the county.
- (b) *Request for proposals.* (RFP) Proposals shall be solicited through a request for proposal. An RFP shall include evaluation factors for qualifications, and may include proposed price for goods or services.
- (c) *Public notice.* Public notice for request for proposals shall be given in the same manner as provided in subsection 2-267(c) for competitive sealed bids.
- (d) *Receipt and safeguarding of proposals.* All proposals (including modifications) received prior to the time of opening shall be kept secure and unopened. It is the responsibility of persons submitting proposals to make sure their proposal is delivered to the proper place and at the proper time. Proposals received after the time set in the request for proposals shall not be considered and shall be noted as "late."
- (e) *Proposal opening.* Proposals shall be publicly opened in person or online. Questions on the contents of the proposals shall not be answered until after evaluations are completed.
- (f) *Request for Qualifications (RFQ).*
 - (1) When soliciting professional services, the Procurement Officer may issue a request for qualifications from prospective offerors. The request must contain at a minimum a description of the scope of the work to be solicited by the request for proposals and must state the deadline for submission of information and how prospective offerors may apply for consideration.
 - (2) After receipt of the responses to the request for qualifications from prospective offerors, rank of the prospective offerors must be determined in writing through an evaluation panel. Evaluation of RFQ shall not be based on the cost of the proposed services. The County reserves the right to ask for proposals or hourly costs be placed in a sealed envelope to be opened only after the offerors have been ranked.
 - (3) An RFQ is a form of RFP. Therefore, all other provisions in this section apply to an RFQ, with the exception of pricing requirements as a part of the submission.
- (g) *Evaluation factor.* Those factors specified in the RFP or RFQ that will be considered in determining to whom a contract will be awarded. The request for proposals must state the relative importance of factors to be considered in evaluating the proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor. A proposer is usually selected based on a combination of price and non-price factors. Examples of evaluation criteria include Qualifications and Experience, Technical Approach and Methods, Schedule, and Price.
- (h) *Discussion with responsible offerors.* As provided in the request for proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness

to, the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussions. In conducting discussions, there must be no disclosure of confidential information derived from proposals submitted by competing offerors.

- (i) *Selection and Ranking.* Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the request for proposals.
- (j) *Negotiations.* After proposals have been ranked pursuant to, the Procurement Officer, in his sole discretion and not subject to review, but in consultation with the affected County Department Head may proceed in any of the manners indicated below, except that in no case will confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:
 - (1) Negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the Procurement Officer, with each successively lower ranked offerors down to the level of ranking determined by the Procurement Officer in his sole discretion;
 - (2) during the negotiation process as outlined in item (1) above, if the Procurement Officer is unsuccessful in his first round of negotiations, he may reopen negotiations with any offeror with whom he previously negotiated; or
 - (3) Before or after negotiations, the Procurement Officer may make changes to the request for proposals within the general scope of the request for proposals and may provide all responsive offerors an opportunity to submit their best and final offers, which must be reevaluated and ranked pursuant to Section (g) above.
- (k) *Award.* Award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the request for proposals, unless the Procurement Officer determines to utilize one of the options provided in Section (i) above. The award of the contract must be made on the basis of evaluation factors that must be stated in the Request for Proposal. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. Procedures and requirements for the notification of intent to award the contract must be the same as those provided in Section 2-267.

Section 2-267. - Competitive sealed bidding.

- (a) *Conditions for use.* Contracts more than twenty-five thousand dollars (\$25,000.00) shall be awarded by competitive sealed bidding except as otherwise provided in section 2-260.
- (b) *Invitation for bids.* An invitation for bids shall be issued and shall include a description of the purchase and all contractual terms and conditions applicable to the procurement. The invitation for bids must set forth the evaluation criteria to be used.
- (c) *Notice.* The county shall give notice of the invitation for bids at least twenty-one (21) calendar days before the date set in it for the opening of bids. The notice shall be published on the County's website and in the South Carolina Business Opportunities (SCBO) publication.
- (d) *Pre-bid conference.* A pre- bid conference may be held to clarify information or ask questions concerning the solicitation. Attendance at the pre-bid conference may or may not be mandatory. When mandatory attendance is required, only bids from those attending the conference will be accepted at final bid time.
- (e) *Receipt and safeguarding of bids.* All bids (including modifications) received prior to the time of bid opening shall be kept secure and unopened. It is the responsibility of bidders to make sure all bids are delivered to the proper place and at the proper time. Bids received after the time set in the

- Invitation for Bids shall not be considered and shall be noted as "late".
- (f) *Bid opening.* Bids must be opened publicly in person or online in the presence of one or more witnesses, at the time and place designated in the invitation for bids. The amount of each bid, and other relevant information as may be specified by regulation, together with the name of each bidder, must be tabulated. The tabulation must be open to public inspection at that time. Questions on the contents of the bids shall not be answered until after evaluations are completed. A bid tabulation must be posted online and shall be open for public inspection.
 - (g) *Bid acceptance and bid evaluation.* Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code. Bids must be evaluated based on the requirements in the invitation for bids and in accordance with this code.
 - (h) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with this Code. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this Code. Except as otherwise provided by the Code, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts, after award but before performance, must be supported by a written determination of appropriateness made by the Procurement Director.
 - (i) *Tie bids.* If two (2) or more bidders are tied in price while otherwise meeting all of the required conditions, awards shall be determined in the following order of priority:
 - (1) In-state vs. out-of-state firms. If there is a tie with a South Carolina and an out-of-state firm, the award shall be made to the South Carolina firm;
 - (2) Lancaster County firm vs. other South Carolina county firms. If there is a tie with a firm located in Lancaster County and a firm located in another county of South Carolina, the award shall be made to the Lancaster County firm; and
 - (3) In all other situations in which bids are tied, the award must be resolved by the flip of a coin by the Procurement Officer, with a witness.
 - (j) *Award.* Unless there is a compelling reason to reject bids as prescribed by this Code, notice of an award or an intended award of a contract to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the invitation for bids must be given by posting the notice on the date and at the location prescribed by the Procurement Director. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract must be given by posting the notice for ten (10) calendar days before entering into a contract and must be published electronically on the County's website on the same day that the notice is posted in accordance with this section. The posting date shall appear on the face of all these notices. If a change to the posting date is necessary, notice of the revised posting date must be given by posting the notice for three business days at the location identified in the solicitation. The invitation for bids and a notice of award or notice of intent to award must contain a statement of a bidder's right to protest pursuant to Section 2-294. When only one response is received, the notice of intent to award and the delay of award may be waived.
 - (k) *Minor Informalities and Irregularities in Bids.* A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The Procurement Officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing.

Section 2-268. - Competitive Fixed Price Bidding.

- (a) Conditions for Use. When the Procurement Officer determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive fixed price bidding subject to the provisions of Section 2-267 unless otherwise provided for in this section.
- (b) Fixed Price Bidding. The purpose of fixed price bidding is to provide multiple sources of supply for specific goods and services, or information technology based on a preset maximum price which the County will pay for such goods and services, or information technology.
- (c) Public Notice. Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-294.
- (d) Pricing. The County shall establish, before issuance of the fixed price bid, a maximum amount the County will pay for the goods and services, or information technology desired.
- (e) Evaluation. Vendors' responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.
- (f) Award. Award must be made to all responsive and responsible bidders to the County's request for competitive fixed price bidding. The contract file shall contain the basis on which the award is made and must be sufficient to satisfy external audit.
- (g) Negotiations after unsuccessful competitive sealed bidding. When bids received pursuant to an invitation for bids under Section 2-267 are considered unreasonable by the Procurement Officer, or are not independently reached in open competition, or the low bid exceeds available funds as certified by the appropriate fiscal officer, and it is determined in writing by the Procurement Director or the County Administrator/Deputy County Administrator or designee, that time or other circumstances will not permit the delay required to resolicit competitive sealed bids, a contract may be negotiated pursuant to this section, provided that:
 - (1) Each responsible bidder who submitted a bid under the original solicitation is notified of the determination and is given reasonable opportunity to negotiate;
 - (2) The negotiated price is lower than the lowest rejected bid by any responsible and responsive bidder under the original solicitation;
 - (3) The negotiated price is the lowest negotiated price offered by any responsible and responsive offeror.

Section 2-269. - Competitive Best Value Bidding.

- (a) Conditions for Use. When the Procurement Officer determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive best value bidding subject to the provisions of Section 2-267 and the ensuing regulations, unless otherwise provided for in this section.
- (b) Best Value Bidding. The purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific supplies, services, or information technology based on pre-determined criteria identified by the County.
- (c) Public Notice. Adequate public notice of the request for the solicitation shall be given in the same manner as provided in Section 2-267.
- (d) Bid Opening. At bid opening, the only information that will be released is the names of the participating bidders. Price information will be provided after the ranking of bidders and the issuance of award.
- (e) Evaluation Factors. The best value bid must state the factors to be used in determination of award and the numerical weighting for each factor. Price must be a factor in determination of award and cannot be weighted at less than sixty percent. Best value bid evaluation factors may include, but are not limited to, any of the following:
 - (1) operational costs the County would incur if the bid is accepted;
 - (2) quality of the product or service or its technical competency;
 - (3) reliability of delivery and implementation schedules;

- (4) maximum facilitation of data exchange and systems integration;
 - (5) warranties, guarantees, and return policy;
 - (6) vendor financial stability;
 - (7) consistency of the proposed solution with the County's planning documents and announced strategic program direction;
 - (8) quality and effectiveness of business solution and approach;
 - (9) industry and program experience;
 - (10) prior record of vendor performance;
 - (11) vendor expertise with engagement of similar scope and complexity;
 - (12) extent and quality of the proposed participation and acceptance by all user groups;
 - (13) proven development methodologies and tools; and
 - (14) innovative use of current technologies and quality results.
- (f) Clarification of Responsive Bid. The Procurement Officer may ask a responsive bidder to clarify an ambiguity in its bid; however, no material modification of the bid is allowed.
 - (g) Selection and Ranking. Bids shall be evaluated by using only the criteria and weightings stated in the invitation for best value bids. All evaluation factors, other than price, will be considered independent of and prior to determining the effect of price on the score for each participating bidder. Once the evaluation is complete, all responsive bidders must be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the invitation for best value bids.
 - (h) Award. Award must be made to the responsive and responsible bidder whose bid is determined, in writing, to be most advantageous to the County, taking into consideration all evaluation factors set forth in the best value bid. The contract file shall contain the basis on which the award is made and must be sufficient to satisfy external audit.

Section 2-270. - Competitive online bidding/Reverse Auction Bidding.

- (a) Conditions for Use. When the Procurement Officer determines that on line bidding is more advantageous than competitive sealed bidding, a contract may be entered into by competitive online bidding, subject to the provisions of Section 2-267 and the ensuing regulations, unless otherwise provided in this section.
- (b) Public Notice. Adequate public notice of the request for the solicitation must be given in the same manner as provided in Section 2-267.
- (c) Bidding Process.
 - 1. The solicitation must designate both an Opening Date and Time and a Closing Date and Time. At the Opening Date and Time, the County must begin accepting real time electronic bids. The solicitation must remain open until the Closing Date and Time.
 - 2. Before the Opening Date and Time, the County shall require bidders to register, shall register only responsible bidders, and, as a part of that registration, require bidders to agree to any terms, conditions, or other requirements of the solicitation.
 - 3. If less than two bidders are registered, the solicitation must be canceled.
 - 4. Following receipt of the first bid after the Opening Date and Time, the lowest bid price must be posted electronically to the Internet and updated on a real time basis.
 - 5. At any time before the Closing Date and Time, a bidder may lower the price of its bid, except that after Opening Date and Time, a bidder may not lower its price unless that price is below the then lowest bid. Bid prices may not be increased after Opening Date and Time.
 - 6. Except for bid prices, bids may be modified only as otherwise allowed by this code. A bid may be withdrawn only in compliance with Section 2-267.
- (d) Receipt and Safeguarding of Bids. Other than price, any information provided to the County by a bidder must be safeguarded as required by Section 2-267.
- (e) Provisions Not to Apply. Section 2-255 and paragraph (f) (Bid Opening) of Section 2-267 not

apply to solicitations issued pursuant to this section.

Section 2-271. - Special/Unusual Procurements.

A special/unusual procurement is the acquisition by Lancaster County of personal property, services and improvements to real property without competition, subject to the approval of the County Administrator/Deputy County Administrator or designee in writing. Lancaster County is justified in utilizing a special/unusual procurement when it has a need that has a unique requirement that the use of the procurement methods would not responsibly satisfy or further the interests to Lancaster County.

Section 2-272. - Procurement procedures exemptions.

(a) *Supply/Service/Real Property Transaction Exemptions.* The following supplies and services are exempt from this article and need not be purchased through the standard procurement process:

- (1) Published books, periodicals, pamphlets, DVDs and other media;
- (2) Professional dues, membership fees and seminar registration fees;
- (3) Utilities including gas, electricity, water, and sewer;
- (4) Postage stamps and postal fees;
- (5) Travel;
- (6) Bank payments;
- (7) Legal services, subject to the approval of the county administrator;
- (8) The purchase of real property

(b) *Other Exemptions.* Procurements obtained under any of the following methods are exempt from Invitation for Bids/Request for Proposals procedures listed in this article. These items are not exempt from the standard procurement process and must be accompanied by an authorized Procurement Exemption form:

- (1) Cooperative purchases
- (2) Emergency procurement
- (3) Sole Source procurement

(c) *Maintenance or service contracts.* Maintenance Agreements are used to contract with an outside vendor for the maintenance/repair of county-owned equipment are exempt from the standard procurement process. Examples are: software, computers, alarm systems, mechanical and other facility systems. This is not an all-encompassing list. Maintenance agreements require a valid contract/agreement on file with the Procurement Department before the Finance Department will process payment.

(d) Although the items listed in this section are exempt from the normal procurement procedures of this article, every effort should be made to ensure that the procurement made and/or contract negotiated is cost effective and is in the best interest of the County.

Section 2-273. - Construction Project Delivery Methods Authorized

The following project delivery methods are authorized for procurements relating to design and construction of infrastructure, including but not limited to facilities, roads, and raw land:

(a) Design-bid-build:

- (1) Design. Architect-engineer, construction management, and land surveying services. The

qualifications contained in a written solicitation shall be used to procure architect-engineer, construction management, and land surveying services, unless those services are acquired in conjunction with construction using one of the project delivery methods provided in this Section.

- (2) Construction. Competitive sealed bidding, as provided in Section 2-267, must be used to procure construction in design-bid-build procurements.
- (b) Construction Management at-risk. Contracts for construction management at-risk must be procured as provided in either Section 2-266 or Section 2-267.
- (c) Design-build. Contracts for design-build must be procured by competitive sealed proposals, as provided in Section 2-266.

Section 2-274. - Choice of project delivery method.

- (a) Selection of Method. The project delivery method used for a County construction project must be that method which is most advantageous to the County and results in the most timely, economical, and successful completion of the construction project. The County shall select, in accordance with this code, the appropriate project delivery method for a particular project and shall state in writing the facts and considerations leading to the selection of that particular method.

DIVISION 4 – CONTRACT MANAGEMENT

Section 2-275. - Multiterm contracts.

- (a) *Specified Period.* Unless otherwise provided by law, a contract for supplies, services, or information technology must not be entered into for any period of more than one year unless approved in a manner prescribed by the County. The term of the contract and conditions of renewal or extension must be included in the solicitation and funds must be available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds for them.
- (b) *Determination Prior to Use.* Before the utilization of a multi-term contract, it must be determined in writing by the Procurement Director that:
 - (1) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (2) Such a contract serves the interest of the County by encouraging effective competition or otherwise promoting economies in County procurement.
- (c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled.
- (d) *Maximum Duration.* The maximum potential duration for a contract is five years. A maximum potential duration of up to seven years may be approved by the County Administrator.
- (e) *Authority Approval.* Every type of contract with a maximum potential duration exceeding seven years must be approved by Council. For competitive procurements, approval of the maximum potential duration must be granted before solicitation.
- (f) *Authority to contract auditing services.* County Council must approve all contracts for auditing services. Contracts for auditing services must be obtained through normal procurement procedures.
- (g) The Procurement Director and Facilities Project Manager have authority to approve and sign change orders equal to or less than \$25,000, with budgetary approval from the County Administrator. Any change orders exceeding \$25,000 will be approved and signed by the County Administrator or Deputy County Administrator.

DIVISION 5. - PURCHASING CARD PROGRAM

Section 2-276. - P-Card program overview.

The P-Card is a charge card issued to a cardholder to make small value purchases of items such as approved supplies, materials, equipment, and services for Lancaster County use. The objective of the program is to streamline payments by eliminating the administrative burdens and costs associated with other methods of payment. The use of the P-Card is intended to eliminate the need for small dollar purchase orders. The P-Card program offers a simplified purchasing and payment process that allows for an expedited delivery of goods. The P-Card is issued under a contract awarded by the state materials management office which permits county participation in the program. Use of the P-Card is limited to the procurement procedures as established in this document, unless otherwise authorized.

Section 2-277. - Issuance of P-Card.

- (a) The Program Administrator will issue P-Cards to authorized cardholders who have signed the mandatory cardholder responsibilities agreement that covers the program policies and procedures code of conduct outlining the terms and conditions of the program. The issuance of a P-Card to a cardholder is strictly prohibited if cardholder has not signed the agreement. The Program Administrator shall maintain a copy of the signed P-Card agreement. The Program Administrator must maintain the following information:
 - (1) The name of the cardholder issued a P-Card;
 - (2) The date of issue;
 - (3) Card number details; and
 - (4) Spend control limits.
- (b) Access to the P-Card database is restricted to authorized personnel only. Any misuse is strictly prohibited and is subject to immediate termination and possible prosecution. The P-Card is the sole property of Lancaster County and must be maintained in a secure location at all times.

Section 2-278. - Spend control limits.

- (a) The P-Card is to be used only for authorized Lancaster County purchases only. Lancaster County spending parameters are set at two thousand five hundred US dollars (\$2,500.00) per single transaction, including all associated fees and taxes. As used in this section, "single transaction" means one (1) or more items purchased from the same vendor at the same time on the same day. Any intentional circumvention of the single transaction limit is strictly prohibited and may result in the immediate termination of employment. Monthly spending limits are designated by Program Administrator based on demonstrated need of cardholder; monthly spending limits may be adjusted at the discretion of Program Administrator based on demonstrated needs of cardholder.
- (b) One-time transactions for purchases above individual transaction limit of two thousand five hundred US dollars (\$2,500.00) may be requested in writing to Program Administrator who may, in sole discretion, adjust temporary spend control limits of cardholder until transaction is complete.

Section 2-279. - First purchasing option/competition.

The P-Card should be used as the first option before other methods to obtain and pay for authorized goods and services costing two thousand five hundred dollars (\$2,500.00) or less, including taxes and fees. If the use of a P-Card is not possible, such as when a vendor will not accept P-Card and no other competitive vendor can be located, then a purchase order/claim for payment shall be issued. Cardholders are encouraged to complete purchases by obtaining more than one (1) quotation whenever possible.

Cardholders will be required to show justification that the price paid for any purchase is fair and reasonable.

Section 2-280. - Bona fide vendors.

- (a) Any purchase made shall be from a vendor who is deemed established, reputable, and reliable, with appropriate licensing, insurance, etc., and not of questionable status. Do not make P-Card purchases from vendor sources including but not limited to:
 - (1) Drop shipping E-commerce sites, e.g., Wish, Ali Express, etc.
 - (2) Personal reseller sites, e.g., Craigslist, Let go, etc.
 - (3) EBay (auctions).
 - (4) Flea markets, estate sales, etc.
 - (5) Relatives, friends, etc.
- (b) The following vendors consistently offer fair and reasonable pricing and are sufficiently competitive with each other for similar types of purchases. These chains include but are not limited to:
 - (1) Amazon Business (with account ID registered through Lancaster County).
 - (2) Office Depot (with account ID registered through Lancaster County).
 - (3) Wal-Mart.
 - (4) Lowes.
 - (5) Home Depot.

Section 2-281. - P-Card purchases.

- (a) *Permitted purchases.*
 - (1) Airline tickets for business travel
 - (2) Hotel accommodations for business travel;
 - (3) Car rental for business travel;
 - (4) Conference and seminar registration fees;
 - (5) Ground transportation for business travel;
 - (6) Facsimile charges when traveling;
 - (7) Non-travel related business meals (e.g., public meetings/hearings, commissions, etc.—must attach participant list and agenda/meeting minutes with receipt);
 - (8) Authorized memberships and/or subscriptions;
 - (9) Advertising;
 - (10) Utilities;
 - (11) Uniforms/authorized work clothing;
 - (12) Books, periodicals, magazines and paper subscriptions with authorized vendors;
 - (13) Registration expenses as pertaining to election days (e.g., supplies, election worker snacks, etc.);
 - (14) Approved office supplies; and
 - (15) Small dollar amount maintenance contracts/repair services on non-capital items may be paid for using P-Card as long as the vendor has a current certificate of insurance ("COI") in the appropriate amounts, including Worker's Compensation, and that the total cost of the transaction does not exceed the individual transaction limit of two thousand five hundred US dollars (\$2,500.00).

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be authorized for purchase with P-Card.

- (b) *Prohibited purchases:*
 - (1) Personal purchases of any kind;

- (2) Unauthorized food purchases (including office parties, retirements, holidays, etc.);
- (3) Employee travel expenses such as meals and personal expenditures;
- (4) Donations of gifts to charity, gifts to Lancaster County employees, political contributions;
- (5) Cash advances;
- (6) Gift cards, calling cards, or any pre-paid cards of similar type;
- (7) Entertainment (including in-room services);
- (8) Alcoholic beverages;
- (9) Tobacco products;
- (10) Weapons, side arms, ammunition, even if for training (does not apply to Sheriff's Office);
- (11) Hazardous materials/chemicals;
- (12) Fuel;
- (13) IT purchases: hardware and installable software (unless approved by IT Director); and
- (14) Professional services conducted on County property (unless permitted qualifications are met).

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be listed as prohibited purchases with P-Card.

(c) *Additional prohibited uses:*

- (1) a. *Employee travel expenses/meals.* Cardholders are not authorized for P-Card usage with meals or food expenses associated with internal business meetings or travel. Cardholders will be authorized for P-Card usage on any business meal expense, non-travel related, that comes accompanied by an approved meeting agenda and/or meeting minutes. Travel meals and other travel expensed items shall be reimbursed via Lancaster County's Travel Reimbursement Policy (Policy 8.1).

b. *Travel Expenses—overnight stay:*

1. Mileage;
2. Meals;
3. Additional Conference fees—County will pay base registration cost;
4. Accommodations in addition to the dates identified on the accompanying agenda. Dependent upon agenda start times, accommodations may sometimes include the preceding night but not before receiving written approval of the Department Head.

c. *Travel expense(s)—not overnight stay:*

1. Mileage;
2. Meals;
- (2) *Flowers.* Cardholders are not authorized for flower arrangement purchases on P-Cards. The only departments authorized to purchase flower arrangements are as follows: County Council and the County Administrator's office. If a department would like to send flowers out to any group or individual, including funeral services or employees out on medical leave, then all arrangements must be paid for in another manner, i.e., personal funds.
- (3) *Vendor reward/loyalty programs.* Cardholders are not authorized to use their P-card to gain credit towards any vendor reward/loyalty programs for personal gain. Cardholders must not present their reward/loyalty cards in connection with any authorized P-Card purchases. If cardholders are found to be engaging in this type of practice they may be subject to disciplinary actions in accordance with Lancaster County program policies and procedures, including termination for cause. In addition, the purchase may constitute fraud and criminal charges could be instituted against the cardholder.
- (4) *Amazon Prime Membership.* Cardholders are not authorized to use their P-card to obtain an Amazon Prime Membership for any individual department's use. Any department interested in Amazon Prime ordering is required to register through Lancaster County's Amazon Business

account. No personal Amazon Prime Memberships shall be authorized to ship Lancaster County goods ordered with P-Cards, nor shall any Lancaster County prime membership be used to ship personal goods of any kind to any address. All purchases must be shipped to a Lancaster County address only; no goods shall be shipped to or received at personal domain or private residence for any reason.

- (5) *Grocery items.* Requests for grocery items made at grocery / retail stores for any items, including those related to special meetings, events, retirements, or training purposes, are subject to review and must be submitted in writing by requesting Department Head and submitted to Program Administrator for documentation purposes; each request may be subject to additional approval by County Administrator.

Section 2-282. - Program documentation.

- (a) The cardholder or department proxy will maintain all vendor receipts/charge slips. These receipts/charge slips are to be uploaded along with appropriated account information for each transaction, further, a brief explanatory description of each transaction should be noted in the "comments" column of Bank of America Works software. All receipts/charge slips are to include verification of sales tax as all credit transactions are subject to South Carolina Use Tax. If an itemized receipt is not provided, cardholder must contact vendor to determine whether or not sales tax was applied and provide verification to Lancaster County's finance department.
- (b) In addition, the cardholder or department proxy may be requested to provide additional details of any purchase if deemed necessary for transparency and/or compulsory reasons with P-Card program policies and procedures. These details may include, but are not limited to, the following:
 - (1) Purchase justification;
 - (2) Program details (e.g. special projects);
 - (3) Event/training purposes; and
 - (4) Funding/budget information. This documentation may be requested via email memo for attachment with transaction.
- (c) Lastly, all business meals must have accompanying attendance/meeting minutes and all business conferences/seminars must have associated agenda/itinerary attached. All documentation regarding the program policies and procedures will be maintained by the Program Administrator. Lancaster County's Finance Department will maintain the monthly master billing statements.

Section 2-283. - Sign-offs.

Any cardholder, Department Head, and/or department proxy must complete all transactional sign-offs, including uploading of appropriate backup documentation, by the first business day of each calendar month at noon (12:00 p.m.) EST; however, with suitable notification to Program Administrator, there may be an allowable three (3) business day grace period for justifiable circumstances of delayed sign-off, e.g., known out-of-office/vacation dates, etc. Repeated lack of timely sign-offs may result in P-Card termination for cardholder.

Section 2-284. - Missing receipt affidavit.

Cardholder is responsible for submitting itemized receipts with P-Card transactions. Notwithstanding, Lancaster County recognizes that cardholder may lose or inadvertently not have a receipt for a transaction. Cardholder is responsible for contacting Vendor to request duplicate copy. When a good faith effort to obtain copy is unsuccessful, a missing receipt affidavit may be used in conjunction with transaction reconciliation. All information must be completed on missing receipt affidavit. Cardholder must also contact vendor to determine if appropriate sales tax was charged as all credit

transactions are subject to South Carolina Use Tax. Both the cardholder and Program Administrator shall approve the affidavit. The missing receipt affidavit may not be used on a routine basis. Repeated use of missing receipt affidavit may result in P-Card termination for cardholder.

Section 2-285. - Cardholder liability.

The P-Card is a corporate charge card and will not affect personal credit rating levels. It is a cardholder's responsibility to ensure that the card is used within the stated guidelines of program policies and procedures. Failure to comply with program policies and procedures may result in permanent revocation of P-Card, notification of situation to Lancaster County officials, and punitive action in accordance with Lancaster County Policies and Procedures relating to disciplinary action and termination for cause. Misuse of P-Card may constitute fraud and criminal charges may be issued against any cardholder in violation.

Section 2-286. - Fraud; P-Card misuse/abuse.

- (a) *Fraud.* This involves the unauthorized use of P-Card by the cardholder, someone other than the individual whose name is on the card, or individuals outside Lancaster County. This includes stolen cards, counterfeit cards, and/or identity theft. It could also involve non-organization employees or former Lancaster County employees working in collusion with current Lancaster County employees to commit fraudulent acts.
- (b) *Merchant fraud.* This is an unauthorized activity and involves any cardholder charges for goods and/or services not provided by a vendor.
- (c) *Misuse/abuse.* This is an unauthorized activity that involves the misuse and abuse of the purchasing activity by the cardholder. This includes poor asset management resulting from improper order quantities, regularly not practicing "best value" due diligence when making authorized purchases, or regularly buying from unauthorized Vendor sources.
- (d) Usage of the P-Card for personal gain would represent serious abuse of the P-Card and could result in termination of employment and/or criminal charges filed against the cardholder.

Section 2-287. - Credits.

Under no circumstances should cardholder accept cash in lieu of a credit to their P-Card account. The vendor should always issue a credit to the account for any item/service agreed to process for a return.

Section 2-288. - P-Card termination.

- (a) The Program Administrator may close a cardholder account if:
 - (1) Cardholder transfers to a different department that no longer requires P-Card;
 - (2) Cardholder is no longer employed with Lancaster County; or
 - (3) For any reason subjecting cardholder to disciplinary action in accordance with program policies and procedures relating to termination for cause, including the following:
 - a. Cardholder does not adhere to all P-Card program policies and procedures.
 - b. P-Card being used for personal gain or unauthorized purposes;
 - c. Continued or frequent misuse/abuse of P-Card;
 - d. P-Card usage for purchases of any substance(s), material(s), or service(s) that violates policy, law, or regulation relating to Lancaster County;
 - e. Cardholder allows card to be used by another individual for any reason;
 - f. Cardholder splits purchase to circumvent the established single transaction limit of two thousand five hundred dollars (\$2,500.00); or
 - g. Cardholder fails to provide required receipts and / or documentation for P-Card purchases;

- (b) In conjunction with P-Card termination, a request for closing a cardholder's account will be processed by Program Administrator. P-Card must also be returned to procurement department for immediate disposal.

Section 2-289. - Lost, misplaced or stolen P-Cards.

Cardholders must report any lost, misplaced, or stolen P-Cards immediately to Bank of America toll- free at 888-449-2273. Representatives are available to assist twenty-four-hours a day, seven-days a week, and three hundred sixty-five-days a year. Lost, misplaced, or stolen cards should also be immediately reported to the cardholder's immediate supervisor and the P-Card administrator.

Section 2-290. - Cardholder responsibilities and Agreement.

- (a) I, the undersigned, as an approved procurement card (P-Card) holder, fully understand and agree to the following terms and conditions regarding the usage and safekeeping of the P-Card entrusted to me.
- (b) I, as cardholder, must use my P-Card for legitimate Lancaster County business and travel only. Misuse of my P-Card will be subject to disciplinary action in accordance with program policies and procedures. Any misuse of my P-Card may constitute fraud and, if necessary, criminal charges may be instituted against me.
- (c) I, the cardholder, must:
 - (1) Maintain full knowledge and adherence to P-Card Program Policies and Procedures;
 - (2) Ensure the P-Card is used only for legitimate Lancaster County business expenses;
 - (3) Provide appropriate justification for all P-Card purchases, with documentation by 12:00 PM on the first business day of each month;
 - (4) Maintain the P-Card in a secure location at all times;
 - (5) Not allow for other individuals to use my issued P-Card;
 - (6) Obtain "best value" for all Organization Lancaster County purchases made with P-Card;
 - (7) Adhere to all purchase limits of the P-Card and ensure total charges, including taxes, shipping, and fees for any single transaction does not exceed two-thousand five-hundred (\$2,500) US dollars;
 - (8) Verify all charges on monthly statement and approve all monthly transactions using electronic software (i.e. Works) from Card Issuer;
 - (9) Obtain all sales slips, register receipts for proper transaction documentation, and provide the same to department proxy (if applicable) for proper reconciliation and allocation;
 - (10) Attempt to resolve any disputes or billing errors directly with Vendor;
 - (11) Not accept cash in lieu of a credit for P-Card account reconciliations;
 - (12) Return P-Card to Program Administrator, Department Head, or human resource department upon termination of employment with Lancaster County; and
 - (13) Immediately report lost/stolen cards to card issuer [Bank of America @ 888-449-2273, 24/7/365] and notify Program Administrator and direct supervisor at first opportunity during business hours.
- (d) Any violation of P-Card program policies and procedures may result in disciplinary action(s) including termination of employment and, if necessary, criminal charges.
- (e) As a cardholder, I hereby agree to the above terms and conditions and take full administrative responsibility pursuant to the P-Card program policies and procedures for the action(s) of a cardholder.

DIVISION 6. - RISK MANAGEMENT

Section 2-291. -Bid security.

- (a) Bid security is required for all competitive sealed bidding for construction contracts in excess in excess of one hundred thousand dollars and other contracts as may be prescribed by the Procurement Officer. Bid security shall be a certified cashier's check or a bond provided by a surety company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability," which company shows a financial strength rating of at least five (5) times that portion of the contract price that does not include operations, maintenance, and finance. Each bond shall be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety.
- (b) Bid security must be in an amount equal to at least five (5) percent of the amount of the bid at a minimum.
- (c) When the invitation for bids requires security, noncompliance requires that the bid be rejected except that a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating must be given one working day from bid opening to cure the deficiencies. If the bidder is unable to cure these deficiencies within one working day of bid opening, the bid must be rejected.
- (d) After the bids are opened, they must be irrevocable for the period specified in the invitation for bids. If a bidder is permitted to withdraw its bid in accordance with regulations promulgated by the County, action must not be had against the bidder or the bid security.

Section 2-292. - Contract performance payment bonds.

- (a) The following bonds or security must be delivered to the county and become binding on the parties upon the execution of the contract for construction:-
 - (1) A performance bond satisfactory to the county, executed by a surety company meeting the criteria established in section 2-291, or otherwise secured in a manner satisfactory to the county, in an amount equal to one hundred percent of the portion of the contract price that does not include the cost of operation, maintenance, and finance;
 - (2) A payment bond satisfactory to the county, executed by a surety company meeting the criteria established in section 2-291, or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the construction work provided for in the contract. The bond must be in an amount equal to one hundred percent of the portion of the contract price that does not include the cost of operation, maintenance, and finance; and
 - (3) in the case of a construction contract valued at one hundred thousand dollars (\$100,000.00) or less, the county may waive the requirements of (1) and (2) above;
 - (4) In the case of a construction manager at-risk contract, the solicitation may provide that bonds or security are not required during the project's preconstruction or design phase, if construction does not commence until the requirements of sub items (1) and (2) above have been satisfied. Additionally, the solicitation may provide that bonds or security as described in sub items (1) and (2) above may be furnished for one or more designated portions of the project, in an amount equal to one hundred percent of the value of the construction of each designated portion, and also may prescribe the time of delivery of the bonds or security. In no event may construction of any portion of the work commence until the appropriate bonds or security have been delivered to the governmental body; (in the case of a design-build) the solicitation may provide that bonds or security as described in sub items (1) and (2) above may be furnished for one or more designated portions of the project, in an amount equal to one hundred percent of the value of the design and construction of each designated portion, and also may prescribe the time of delivery of the bonds or security. In no event may design or construction of any portion of the work commence until the appropriate bonds or security have been delivered to the

governmental body.

- (b) The county may require other security in addition to the security listed in subsection (a).

Section 2-293. - Insurance requirements.

The county may require a vendor or contractor performing services under contract with the county to file with the Procurement Officer a certificate of insurance evidencing workers compensation coverage, general liability coverage, errors and omissions coverage or other types of insurance coverage as may be appropriate for the type of goods or services being procured by the county. The amount and scope of any insurance coverage for a specific contract shall be determined by the Procurement Officer after consultation with the county's Risk Management Director.

DIVISION 7. - LEGAL AND CONTRACTUAL REMEDIES

Section 2-294. - Right to protest; exclusive remedy.

- (a) A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer in the manner stated in Section 2-295 within ten (10) calendar days of the date of issuance of the invitation for bids or requests for proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An invitation for bids or request for proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date it is posted.
- (b) Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Director within ten (10) calendar days of the posted date of award or notification of intent to award, whichever is earlier; except that a matter that could have been raised pursuant to sub item (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.
- (c) The rights and remedies granted in this division to bidders, offerors, contractors, or subcontractors, either actual or prospective, are to the exclusion of all other rights and remedies of the bidders, offerors, contractors, or subcontractors against the county.
- (d) The rights and remedies granted by this section are not available for contracts with an actual or potential value less than twenty-five thousand dollars (\$25,000.00).

Section 2-295. - Protest procedure.

- (a) A protest pursuant to section 2-294 (a) must be in writing, filed with the Procurement Officer in person or through certified mail, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the Procurement Officer within the time provided in subsection (a).
- (b) A protest pursuant to subsection 2-294 (b) must be in writing and must be personally received by the Procurement Officer within the time limits established by subsection 2-294 (b). At any time after filing a protest, but no later than ten (10) days after the date of award or notification of intent to award, is posted in accordance with this article, whichever is earlier, a protestant may amend a protest that was first submitted within the time limits established by subsection 2-294 (b). A protest, including amendments, must set forth both the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Section 2-296. - Attempt to settle.

Before commencement of an administrative review as provided in section 2-297, the Procurement

Officer or designee may attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Procurement Officer or designee has the authority to approve any settlement reached by mutual agreement.

Section 2-297. - Administrative review; decision; and finality.

- (a) If in the opinion of the Procurement Officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the Procurement Officer shall immediately notify the County Administrator who shall conduct promptly an administrative review. The County Administrator or Deputy County Administrator shall commence the administrative review no later than fifteen (15) business days after the deadline for receipt of a protest has expired and shall issue a decision in writing within ten (10) days of completion of the review. The decision must state the reasons for the action taken.
- (b) A copy of the decision under subsection (a) must be mailed or otherwise furnished immediately to the protestant and other party intervening. The Procurement Officer or designee shall post a copy of the decision at a date and place communicated to all parties participating in the administrative review, and the posted decision must indicate the date of posting on its face.
- (c) A decision pursuant to subsection (a) is final and conclusive, unless fraudulent or unless any person adversely affected by the decision appeals to the circuit court in accordance with the provisions of this Article.
- (d) If a final order of a Procurement Director or the County Administrator is not appealed in accordance with the provisions of this code, upon request of a party to the proceedings, the Procurement Director or County Administrator may file a certified copy of the final ruling with a clerk of the circuit court, or a court of competent jurisdiction, as requested. After filing, the certified ruling has the same effect as a judgment of the court where filed and may be recorded, enforced, or satisfied in the same manner as a judgment of that court.
- (e) This Section does not apply to disputes between the County and a vendor regarding the performance of a contract after a contract is awarded, executed, and there is no protest pending.

Section 2-298. - Automatic stay.

In the event of a timely protest pursuant to section 2-294, the county shall not proceed further with the solicitation or award of the contract until ten (10) days after a decision is posted by the Procurement Officer except that solicitation or award of a protested contract is not stayed if the Procurement Officer, after consultation with the head of the using department or agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the county.

Section 2-299. - Procurement Officer Address.

Notice of the address of the Procurement Officer must be included in every notice of an intended award and in every invitation for bids, request for proposals, or other type solicitation.

Section 2-300. - Frivolous protests.

- (a) Signature on Protest Constitutes Certificate. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and it is not interposed for an improper purpose.

such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.

- (b) Sanctions for Violations. If a request for review, protest, pleading, motion, or other document that is filed with the Procurement Director is signed in violation of this subsection, the County Administrator/Deputy County Administrator, upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.
- (c) Filing. A motion for sanctions pursuant to this section must be filed with the County Administrator/Deputy County Administrator no later than fifteen days after the later of either the filing of a request for review, protest, motion, or other document signed in violation of this section, or the issuance of an order that addresses the request for review, protest, motion, or other document that is the subject of the motion for sanctions.

DIVISION 8. – SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

Section 2-301. - Participation in procurements—Small, minority, and women-owned business enterprises.

(a) Non-discrimination.

- (1) It is a continuing public policy of the county to achieve the full and equitable participation of small business, and businesses owned by minorities and women in Lancaster County's procurement process as both prime contractors and subcontractors.
- (2) The county is committed to a policy of preventing and reducing discrimination in the award of or participation in county contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, ethnicity, or sex.

(b) Classifications.

Certified classification – A Certified firm is a firm that has been accepted by Lancaster County as certified. The business or business owner must be able to show evidence of:

- (1) Existence as a "for profit" business;
- (2) Operations for at least one (1) year;
- (3) U.S. citizenship or legal resident alien status; and either:
 - a. Be determined as an eligible SBE/MBE/WBE in accordance with this subchapter, subject to the provisions of "small business enterprise (SBE), minority business enterprise (MBE)" and "woman-owned business enterprise (WBE)" as defined in this subsection; or
 - b. The business holds current registration of SBE/MBE/WBE status with a reciprocal agency deemed acceptable to the county.

Small business enterprise (SBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by a US Citizen.
- (2) Qualifying individual(s) must unconditionally and directly own and control at least 51% of the business. Control means that both the long-term decision making and the day-to-day management of the business are controlled by qualifying individual(s).
- (3) The 51% ownership may not be through another business entity.
- (4) Which is a for-profit entity which performs a commercially useful function; and
- (5) Which is a certified firm through a State or Federal program.

Minority business enterprise (MBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by one (1) or more minority individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such minority individuals;
- (2) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more minority individuals;
- (3) Which performs a commercially useful function; and
- (4) Which is a certified firm through a State or Federal program.

Minority individual is classified as a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:

- (1) African-Americans/Black;
- (2) Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
- (3) Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
- (4) Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian subcontinent;
- (5) Arab-Americans.

Woman-owned business enterprise (WBE) classification is a business:

Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;

- (1) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
 - (2) Which performs a commercially useful function; and
 - (3) Which is a certified firm through a Federal or State program.
- (c) *Non-discriminatory efforts.* In furtherance of the county's non-discrimination process, Lancaster County Procurement shall:
- (1) Compose and maintain a list of small business, minority and women-owned vendors who are eligible to contract with the county;
 - (2) Seek and locate SBE/MBE/WBEs to be involved in the procurement process of county goods and services;
 - (3) Ensure no barriers in procurement procedures that will prohibit full participation of SBE/MBE/WBEs from doing business within the county;
 - (4) Maintain regular reporting of such activities to be available to all county management.
- (d) *SBE/MBE/WBE utilization.* Lancaster County wishes to ensure that all duly certified small business enterprises (SBE), minority business enterprises (MBE), and woman-owned business enterprises (WBE) are afforded the opportunity to fully participate in the procurement process. In addition to any requirements set forth in state or federal mandates, the County Administrator/Deputy County Administrator or Procurement Officer may include qualified MBEs and WBEs on solicitation lists.

DIVISION 9. - SURPLUS PROPERTY

Section 2-302. -Disposal of personal property.

- (a) All items of personal property belonging to the county may be declared surplus property to be sold, transferred, traded, or placed in storage by the county. Each department shall report all surplus property to the Procurement Officer on an annual basis.

- (b) Surplus personal property shall be disposed of in the following manner:
 - (1) County personal property may be sold by public auction or by competitive sealed bidding to the highest bidder. The sale of property not in actual public use shall be conducted by the Procurement Officer. Sales may be held on an as needed basis. The Procurement Officer shall deposit the proceeds from the sales, less the expense of the sales, in the fund from which the item was originally paid from.
 - (2) Surplus supplies, inventory, or capital assets may be transferred between departments, other government agencies, or certain non-profits approved by the County. The Procurement Officer must document all transfers of assets and give proper documentation to the accounting office.
 - (3) Certain personal property may be held in storage until an appropriate time for disposal in accordance with this article.
 - (4) Certain property deemed by the Procurement Officer and the using department to be of no value and not suitable for disposal through the above methods, may be dismantled and disposed of permanently and in an appropriate fashion.

Section 2-303. - Disposal of real property.

- (a) Surplus real property is property owned by the county and declared surplus by the county council. The County Administrator may make recommendations to the county council. Disposal of property declared surplus by the county council shall be disposed of in accordance with this section.
- (b) All surplus real property must be appraised to determine its fair market value.
- (c) The sale of any surplus real property must be approved by county council by passage of an ordinance and with a public hearing held prior to final approval of the ordinance.
- (d) County council shall determine the method of disposal of the surplus real property in the ordinance authorizing the sale of the property.
- (e) The grant on an easement that will encumber real property owned by Lancaster County must be approved by County Council by passage of an ordinance and a public hearing held prior to final approval of the ordinance. The County Administrator may make recommendations to the County Council. The opinion of the Assessor as to the valuation of a proposed easement grant may be used in lieu of an appraisal.
- (f) The relinquishment of easement rights held by Lancaster County must be approved by County Council upon recommendation by the County Administrator. A relinquishment of easement rights held by Lancaster County is exempt for the appraisal and sale process set forth in above subsections (b),(c), and (d), but must be accomplished by passage of an ordinance and a public hearing held prior to final approval of the ordinance. Absent unusual circumstances or a statutory mandate to the contrary, the relinquishment of easement rights, once approved by County Council, may be effectuated by execution of a quit claim deed to the owner of the real property encumbered by the easement.

DIVISION 10. - REAL PROPERTY ACQUISITION

Section 2-304. - Acquisition of real property.

All transactions involving real property, made for or by the county, must be approved by county council by passage of a resolution or ordinance to that effect. If the transaction is for the purchase of real property the resolution or ordinance must include the purchase price. Prior to acting on the resolution or ordinance, county council shall be provided a phase I environmental assessment and an appraisal completed by an MAI certified appraiser. For right-of-ways and easements, a phase I environmental assessment is not required and a valuation by the county tax assessor's office may be provided to county council in lieu of an MAI appraisal.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Second Reading: August 24, 2020
Public Hearing: August 24, 2020
Third Reading: September 14, 2020

Approved as to form:

John DuBose, County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2020-1677

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY PROCUREMENT CODE, SO AS TO INCLUDE ADDITIONAL LEGAL CONSTRUCTION PROJECT DELIVERY METHODS, ADD COOPERATIVE PURCHASING AS AN ALLOWED PROCUREMENT METHOD, AND PROVIDE CLARITY ON EXISTING PROCUREMENT PROCEDURES

WHEREAS, the Lancaster County Council wishes to amend the ordinance which organized and set forth the rules and regulations for the ethical expenditure of public funds and disposal of surplus property.

NOW, THEREFORE, BE IT ORDAINED by the Council of Lancaster County, South Carolina:

Section 1. Chapter 2, Article VI, Section 2-251 through Section 2-296 of the Lancaster County Code are hereby deleted and replaced and amended as follows:

Section 2-251. - Citation. No Change

This article may be cited as the "Lancaster County Procurement Code."

Section 2-252. - Purpose.

The purpose of the Lancaster County Procurement Code is to:

- (a) Establish policies and procedures for the Lancaster County government that embody sound principles of competitive procurement as required by Section 11-35-50 of the Code of Laws of South Carolina 1976, as amended (the South Carolina Consolidated Procurement Code);
- (a) Develop an efficient and effective means of delegating roles and responsibilities to departments, elected officials, boards, and component units;
- (b) Ensure fair and equitable treatment of all persons who do business with the county;
- (c) Provide a mechanism of controlling all purchases of supplies, materials, equipment and services required by the county;
- (d) Prescribe the manner in which the county shall dispose of surplus real and personal properties in an effective manner; and
- (e) Provide safeguards to ensure ethical behavior on the part of all persons engaged in the public procurement process.

Section 2-253. - Application of procurement code. No Change

The Lancaster County Procurement Code applies to:

- (b) All procurements solicited after December 31, 2010;
- (c) All expenditure of funds by the county for public procurement irrespective of the source of the funds;

- (d) Procurement involving the expenditure of federal or state funds, except that the county shall comply with federal or state law that is mandatorily applicable to the procurement; and
- (e) All county departments, agencies, commissions, boards, or officials appropriated funds by the county.

Section 2-254. - Ethical conduct. Prior 2-269

The county is committed to upholding the highest level of integrity and ethical conduct. It is required that all Lancaster County employees and officials participate in the procurement process and follow the associated policies and procedures in regards to conflict of interest, personal purchases, gratuities, and prohibited relationships with vendors. Lancaster County requires those who do business within the County to follow strict ethical guidelines in accordance with Section 8-13-705 of the Code of Laws of SC, "Offering; giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation."

a. Conflict of interest.

Lancaster County employees must not make any attempt to influence any purchase if the employee has a financial stake in the outcome of the purchasing decision. Nor shall transactions be conducted with any fellow employee, relative, or near-relative unless there has been a documented determination by purchasing director or County Administrator that goods or services procured are not available through other sources or that contract was awarded via competitively sealed bid process.

b. Gratuities.

Lancaster County employees must not accept gifts, entertainment, favors, or services from present or potential vendors that could influence, or appear to influence, purchasing decisions.

Section 2-255. - Local vendor preference. Prior 2-264

The lowest local responsible and responsive bidder who is within three (3) percent, with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or bids, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the county shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in the section, the county shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the county's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the county's own best interest. The local preference as set forth in this section does not apply to state or federally funded projects.

Section 2-256. - Right to reject. Prior 2-255

In all solicitations made under the Lancaster County Procurement Code, the county shall reserve the

right to reject any and all responses to the solicitation. A solicitation may be cancelled, or any or all bids or proposals received may be rejected, in whole or in part as may be specified in the solicitation, when it is in the best interest of the county. The reasons for rejection must be documented and kept on file in accordance with South Carolina Archives and History General Records Retention Schedule for County Records. Each solicitation request by the County shall state this section of the code.

Section 2-257. – Definitions New Section

Acceptance. The action of consenting by all parties to the contract agree to be bound by the terms of the contract. The assumption of a legal obligation by a party to a contract, and to the terms and conditions of that contract. Acceptance may also include approval of work performed.

Acquisition. The acquiring, by contract with appropriated funds, of supplies or services (including construction) by and for the use of the County through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated.

Addendum/Addenda. A written change, addition, alteration, correction, or revision to a bid, proposal, or contract document. Commonly, the name given to the document used to revise a solicitation. Addendum/addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the project.

Advertise. To make a public announcement or legal notice of a solicitation with the goal of increasing the response and broadening the field of competition; often required by law or policy.

Agreement. An understanding between two or more parties in which they state a common understanding and intention regarding past or future intentions or facts, sometimes with a view to altering performance, rights, and obligations. When the additional elements of a contract are satisfied, e.g., mutual obligation (consideration), capacity, definiteness, and legal purpose, contracts may be formed. Then the terms agreements and contracts are sometimes used synonymously.

Apparent Low Bidder. The label used for a bidder that has been determined to have provided the lowest price in a bid or quote, prior to determination of whether the bid is responsive and from a responsible bidder.

A/E (Architect or Engineer) Professional Services. Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, and design for construction, alteration, or repair.

Award. *Process of formally notifying a tenderer that they have been selected as the supplier for a particular contract.* The acceptance of a bid or proposal in order to grant a contract.

Award Protest. A written objection made against the selection methods employed or decisions made by a public agency leading to the award of a contract or purchase.

Bid Bond. An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Opening. The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the proposal. The amount of each bid is recorded and bids

are made available for public inspection. The bid opening may be open to the public.

Bid Security. A bond or deposit which guarantees that the bidder, if awarded the contract, will honor their bid as submitted.

Cardholder. An employee of the County of Lancaster ("county") or an elected official of the same, who is approved to use the procurement card ("P-Card") to execute credit transactions on behalf of the county.

Card issuer. Bank of America; whose services include the issuance of Visa P-Cards to Lancaster County employees, providing electronic transaction authorizations, and billing for all purchases made on county P-Cards.

Change Order. A mutually agreed upon written alteration that is issued to modify or amend a contract or purchase order. A request that directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans, or specifications of the project.

Collusion. When two or more parties act together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when bidders secretly agree to unlawful practices regarding competitive bidding. May inhibit free and open competition in violation of antitrust laws.

Competitive Bidding. The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications. The process provides potential bidders with a reasonable opportunity to win that contract.

Construction Manager Agent Services. Those professional services associated with contract administration, project management and other specified services provided in connection with the administration of a project delivery method. Construction Management Services does not include construction.

Construction Manager at Risk (CMR/CMAR). A construction project delivery method in which the owner enters into separate contracts with the designer and builder, often at or about the same time. During design, the CMAR advises the owner and designer on constructability, value engineering, cost estimating, schedule, sequencing, selection of components and materials, and other matters. When the design is completed, the CMAR becomes the "builder," or general contractor, responsible or "at risk" for completing construction within the guaranteed maximum price

Contract. An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. A legally binding promise, enforceable by law. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

Cooperative Procurement (Purchasing). A variety of arrangements, whereby two or more public procurement entities (or agencies) purchase from the same supplier or multiple suppliers using a single Invitation for Bids (IFB) or Request for Proposals (RFP).

Department Head. County official who must:

- (1) Set internal controls for their department's usage of P-Cards;
- (2) Approve issuance of an employee's P-Card and submit P-Card applications to Program Administrator;
- (3) If applicable, assign a department proxy; and
- (4) Electronically sign-off on all monthly department purchases made.

Department proxy. An employee within department designated by Department Head to be responsible for transaction review, account allocation, and electronic submittal. Department proxy is to follow all internal controls as dictated by Department Head as well as program policy.

Design-Bid-Build. The traditional project delivery method, which customarily involves three sequential project phases: design, procurement, and construction, and two distinct contracts for the design and construction (build) phases.

Design-Build. A construction project delivery method that combines architectural and engineering design services with construction performance under one contract.

Emergency Purchase. A purchase made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. Usually formal competitive bidding procedures are waived.

Evaluation. A process used to assess offers in determining the outcome for a solicitation. For bids and quotes, where price is the only factor, it is used to determine the lowest, responsive bid from a responsible bidder. For proposals, multiple criteria are used to determine the successful proposer based on the highest score received.

Evaluation Committee/Team. A committee established to conduct evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the Scope of Work and may include a procurement representation.

General Contractor (GC). A contractor with the entire responsibility for performing a construction contract. A contractor that bids for a construction contract and bears the entire risk if the contract cannot be performed at the contract price.

Gratuity. Money, also known as a tip, given to one who provides services and added to the cost of the service provided, generally as a reward for the service provided and as a supplement to the service provider's income.

Informalities/Minor Irregularities. A submission of a bid or proposal that contains minor defects or variations from the exact requirements of the solicitation that do not affect price or other mandatory requirements. A defect that is easily correctable. Generally a matter of form rather than substance. Following legal review may sometimes be corrected within a certain time period.

Invitation for Bids (IFB). A procurement method used to solicit competitive sealed bid responses, sometimes called a formal bid, when price is the basis for award.

Kickback. The payment of something of value to an individual with the goal of persuading or influencing his or her decision or performance in a certain situation. May be in the form of cash or favors and is usually unethical.

Minority-Owned Business Enterprise (MBE). A business which is owned or controlled by a member of a recognized minority group, as defined by requirements set forth by a State or Federal MBE program.

Negotiation. Conferring, discussing, or bargaining to reach agreement in business transactions. A bargaining process between two or more parties, each with its own agenda and objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. A process of planning, reviewing, and analyzing used by a buyer and a seller to reach acceptable agreements or compromises.

Non-Responsible. A contractor, business entity, or individual that responds to a solicitation that does not have the ability or capability to fully perform the requirements of the solicitation. A business entity or individual who does not possess the integrity and reliability to assure contractual performance.

Non-Responsive. A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.

Notice of Award. A written notification from the public entity to the successful bidder or proposer stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

Notice of Intent to Award. A written notice publicly posted prior to announcing the award of a contract to notify interested parties of the intended award and signals that the procurement file is available for their review and that the time period for protests to be submitted has begun.

Organization. The County of Lancaster, South Carolina; the sole entity that arranges and approves to have P-Cards issued.

Payment Bond. A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, a surety or blanket bond. Also known as Labor and Materials Bond.

Performance Bond. An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. May be referred to as a completion bond.

Procurement. Purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, receiving, inspection, salvage, and disposal operations.

Procurement Card (pCard). A payment method whereby internal customers are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The cards enable eProcurement and facilitate on-line ordering.

Procurement Code Exemptions. Public sector procurement codes that provide for the direct purchase of specific products or services without following the competitive requirements.

Procurement Methods. Methods by which goods, services, or material may be acquired by public

purchasers. The methods may include blanket orders, emergency purchases, purchase orders, transfers, competitive bidding, competitive negotiation, cooperative agreements, small purchase contracts, purchases via a credit card, etc.

Professional Services. Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance. Those services which involve extended analysis, the exercise of discretion and independent judgement in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

Program Administrator (As pertains to P-Card Program). The Procurement Director or designee, located in the Lancaster County Procurement Department, who coordinates the P-Card program for the organization. The Program Administrator will act as the intermediary in all correspondence between Lancaster County and card issuer.

Protest. A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Public Bid Opening. The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. May take place in person or online.

Purchase Requisition (PR). A document created by a requestor authorizing the commencement of a purchasing transaction. Typically will include a description of the need and other information that is relative to the transaction.

Quotation. A statement of price, terms of sale, and description of goods or services offered by a supplier to a prospective purchaser; may be non-binding if solicited to obtain market information for planning purposes.

Real Property. Land and its permanently affixed buildings or structures. Any property which is not personal property.

Reasonable Cost. A cost that by its nature or amount does not exceed what would normally be incurred by an ordinarily prudent person in the conduct of competitive business. Often used in the context of “fair and reasonable” cost/price.

Request for Proposals (RFP). The document used to solicit proposals from potential providers for goods and services. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.

Request for Qualifications (RFQ). A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders. An RFQ is a form of RFP.

Risk Management. The process of identification and analysis of risk; and the decision to either accept or mitigate the exposure to such risk when compared to the potential impact on the achievement of the entity’s objectives.

Scope of Work. A scope of work is developed at the beginning of the procurement cycle and is a written description of the entity’s needs and desired outcomes for the procurement and becomes the basis for any resulting solicitation.

Tabulation of Bids/Responses. The recording of responses to solicitations for the purposes of comparison, analysis, and record keeping.

Woman-Owned Business Enterprise (WBE). Denotes that a woman (or women) has majority ownership and control of a business. May also be entitled to minority classification by certain public entities.

Any definition omissions are unintentional. Any definition not contained in this document can be defined by the Model Procurement Code.

DIVISION 2. - PROCUREMENT OFFICER

Sec. 2-258. - Procurement Director. Prior 2-256

- (a) There is created the position of Procurement Director who shall be the county's Chief Procurement Officer for procurement and contract services. The Procurement Director shall report to the General Services division director.
- (b) The Procurement Director shall not incur any obligation on behalf of the county if sufficient funds have not been appropriated by the county council.
- (c) Responsibilities of the Procurement Director include, but are not limited to:
 - (1) Directing the day-to-day operations of the procurement department, including the supervision of staff and the review of their work;
 - (2) Ensuring compliance with applicable policies, laws, and regulations;
 - (3) Administering and maintaining the procurement card program for the county;
 - (4) Establishing standard contract clauses for use in contracts, solicitations, and purchase orders;
 - (5) Conducting contract negotiations and contract administration;
 - (6) Attending staff, committee, and council meetings as needed;
 - (7) Coordinating the disposal of all surplus property and equipment;
 - (8) Assisting grant recipients in ensuring proper procurement procedures are followed;
 - (9) Maintaining a complete record of all purchasing transactions;
 - (10) Conducting pre-bid conferences and bid openings;
 - (11) Handling bid advertisements, logging bids, and posting notice of awards and rejection notices as needed;
 - (12) Properly maintaining records of all bid information;
 - (13) Establishing and updating a bidders list;
 - (14) Assisting county government entities with writing bid specifications;
 - (15) Developing, reviewing, and updating procurement and contract procedures to ensure effective and efficient operations;
 - (16) Receiving and responding to inquiries from county government entities and vendors regarding procurement procedures; and
 - (17) Providing instruction and guidance to county government entities and officials.
- (d) The Procurement Director is authorized to develop, prepare and publish rules, regulations, manuals, guidelines, interpretations and other directives to aid in the implementation and use of the Lancaster County Procurement Code.

Section 2-259. - Legal counsel; contract review. Prior 2-254

- (a) The county attorney shall serve as legal counsel to the Procurement Officer.
- (b) The county attorney shall review any proposed contract: (i) with a term that extends beyond June 30 of the fiscal year following the fiscal year in which the contract is proposed to be entered; or (ii) with an automatic renewal clause.

DIVISION 3. - SOURCE SELECTION

Section 2-260. - Methods of source selection. **Prior 2-257**

Unless otherwise provided by law, all Lancaster County contracts shall be awarded by competitive sealed bidding, except as provided in:

- (a) Purchases under \$25,000;
- (b) Sole source procurement;
- (c) Emergency procurement;
- (d) Architect-engineering, construction management, land surveying, and other professional services;
- (e) Use of state contract and cooperative purchasing;
- (f) Authority to contract auditing services;
- (g) Competitive sealed proposals;
- (h) Negotiations after unsuccessful Competitive Sealed Bidding.
- (i) Competitive Fixed Price Bid;
- (j) Competitive Best Value Bid;
- (k) Competitive Online Bidding;
- (l) Special/unusual procurements; and
- (m) Procurement Exemptions

Section 2-261. - Procedures for procurements not exceeding twenty-five thousand dollars (\$25,000.00). **Prior 2-260**

- (a) *Purchases under \$2,500.00.* Small purchases not exceeding two thousand five hundred dollars (\$2,500.00) may be accomplished without securing competitive quotations if the prices are considered to be reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from a supplier other than the previous supplier before placing a repeat order. The administrative cost of verifying the reasonableness of the price of purchase "not in excess of" may more than offset potential savings in detecting instances of overpricing. Action to verify the reasonableness of the price need be taken only when the procurement director or department head suspects that the price may not be reasonable, there is a significant deviance from the previous price paid, or personal knowledge of the item involved indicates that the price is not reasonable.
- (b) *Purchases from \$2,500.01 to \$25,000.00.* Purchases between two thousand five hundred dollars and one cent (\$2,500.01) to twenty-five thousand dollars (\$25,000.00) may be accomplished by solicitation of quotes from a minimum of three (3) qualified sources and documentation of the quotes submitted with the required purchase requisition.
- (c) *Advertised Small Purchase.* Written solicitation of written quotes, bids, or proposals may be made for a small purchase, not in excess of twenty-five thousand dollars. The procurement must be advertised pursuant to this Code. A copy of the written solicitation and written quotes must be attached to the purchase requisition. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest ranking offeror.
- (d) *Advertising Threshold.* All competitive procurements above twenty-five thousand dollars must be advertised pursuant to the requirements of this Code.
- (e) *Technology purchases.* All purchases of technology and technology services must be approved by IT director, including, but not limited to: computer hardware, computer software, servers, printers, audio visual equipment, security systems, and networking.
- (f) All documents must be obtained through the online portal on the County's website.

Section 2-262. - Sole source procurement. Prior 2-263

- (a) A contract may be awarded for a supply, service, or construction item by the Procurement Officer without competition, subject to the approval of the County Administrator/Deputy County Administrator or designee. Procurements made with grant funds must receive written approval from the grantor agency. Written documentation (sole source justification form) must include the determination and basis for the proposed sole source procurement. A sole source purchase must be based upon one or more of the following criteria: (i) there is a lack of competition for a product or service; (ii) it is a unique, one-of-a-kind service offer; or (iii) the product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and the product is not marketed through other wholesalers or distributors whose competition could be encouraged.
- (b) Written documentation must include the determination and basis for the proposed sole source procurement. A delegation of authority by either the County Administrator or Deputy County Administrator with respect to sole source determinations must be submitted in writing to the Procurement Director. In cases of reasonable doubt, competition must be solicited. Any decision that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need.

Section 2-263. - Emergency procurements. Prior 2-262

Notwithstanding any other provision of this article, the County Administrator/Deputy County Administrator or designee may make or authorize emergency procurements of supplies, services or construction items when an emergency condition arises and the need cannot be met through normal procurement methods. An emergency condition is a situation which creates a threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions as may be proclaimed by either the County Administrator or Deputy County Administrator. The existence of emergency conditions must create an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten: (i) the functioning of county government; (ii) the preservation or protection of property; or (iii) the health or safety of any person. Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination (Procurement Exemption Form) of the basis for the emergency and for the selection of the particular contractor or vendor shall be made and shall set forth the contractor's or vendor's name, amount, and a listing of the items procured under the contract.

Section 2-264. - Architecture, engineering, construction management, land surveying and other professional services. Prior 2-264

- (a) The Procurement Director, with approval of the County Administrator, may negotiate contracts for architect-engineer, construction management, land surveying and other professional services valued at fifty thousand dollars (\$50,000.00) and below. Such negotiations must be accompanied by at least two (2) quotes from qualified vendors.
- (b) It is the policy of Lancaster County to publicly solicit requirements for architect-engineer, construction management, land surveying and other professional services at fifty thousand dollars (\$50,000.00) or more and to negotiate contracts for such services on the basis of demonstrated competence and qualification at fair and reasonable prices. The date for submission from interested persons or firms in response to an invitation shall not be less than twenty-one (21) business days after publication of the invitation. An evaluation panel, the Procurement Officer, and the County Administrator/Deputy County Administrator or designee shall conduct interviews with no less than two (2) firms regarding the proposed contract, provided that, if only one firm responds, that one firm

may be interviewed. The Procurement Officer and/or the County Administrator shall negotiate a contract with the highest qualified firm or person.

Section 2-265. - Use of state contract and cooperative purchasing.

- (a) When it is advantageous to the county, purchases may be made through the State of South Carolina's Materials Management Office. Sections 2-260 and 2-261 are waived when purchasing from the state contract.
- (b) The Procurement Officer may enter into an agreement, independent of sections 2-260 and 2-261, with any public procurement entity for the cooperative use of supplies or services under the terms agreed upon by the parties.

Section 2-266. - Competitive sealed proposals. Prior 2-259

- (a) *Conditions for use.* A contract may be entered into by competitive sealed proposals when the Procurement Officer or County Administrator determines in writing that the use of competitive sealed bidding is either impractical or not advantageous to the county.
- (b) *Request for proposals.* (RFP) Proposals shall be solicited through a request for proposal. An RFP shall include evaluation factors for qualifications, and may include proposed price for goods or services.
- (c) *Public notice.* Public notice for request for proposals shall be given in the same manner as provided in subsection 2-267(c) for competitive sealed bids.
- (d) *Receipt and safeguarding of proposals.* All proposals (including modifications) received prior to the time of opening shall be kept secure and unopened. It is the responsibility of persons submitting proposals to make sure their proposal is delivered to the proper place and at the proper time. Proposals received after the time set in the request for proposals shall not be considered and shall be noted as "late."
- (e) *Proposal opening.* Proposals shall be publicly opened in person or online. Questions on the contents of the proposals shall not be answered until after evaluations are completed.
- (f) *Request for Qualifications (RFQ).*
 - (1) When soliciting professional services, the Procurement Officer may issue a request for qualifications from prospective offerors. The request must contain at a minimum a description of the scope of the work to be solicited by the request for proposals and must state the deadline for submission of information and how prospective offerors may apply for consideration.
 - (2) After receipt of the responses to the request for qualifications from prospective offerors, rank of the prospective offerors must be determined in writing through an evaluation panel. Evaluation of RFQ shall not be based on the cost of the proposed services. The County reserves the right to ask for proposals or hourly costs be placed in a sealed envelope to be opened only after the offerors have been ranked.
 - (3) An RFQ is a form of RFP. Therefore, all other provisions in this section apply to an RFQ, with the exception of pricing requirements as a part of the submission.
- (g) *Evaluation factor.* Those factors specified in the RFP or RFQ that will be considered in determining to whom a contract will be awarded. The request for proposals must state the relative importance of factors to be considered in evaluating the proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor. A proposer is usually selected based on a combination of price and non-price factors. Examples of evaluation criteria include Qualifications and Experience, Technical Approach and Methods, Schedule, and Price.
- (h) *Discussion with responsible offerors.* As provided in the request for proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness

to, the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussions. In conducting discussions, there must be no disclosure of confidential information derived from proposals submitted by competing offerors.

- (i) *Selection and Ranking.* Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the request for proposals.
- (j) *Negotiations.* After proposals have been ranked pursuant to, the Procurement Officer, in his sole discretion and not subject to review, but in consultation with the affected County Department Head may proceed in any of the manners indicated below, except that in no case will confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:
 - (1) Negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the Procurement Officer, with each successively lower ranked offerors down to the level of ranking determined by the Procurement Officer in his sole discretion;
 - (2) during the negotiation process as outlined in item (1) above, if the Procurement Officer is unsuccessful in his first round of negotiations, he may reopen negotiations with any offeror with whom he previously negotiated; or
 - (3) Before or after negotiations, the Procurement Officer may make changes to the request for proposals within the general scope of the request for proposals and may provide all responsive offerors an opportunity to submit their best and final offers, which must be reevaluated and ranked pursuant to Section (g) above.
- (k) *Award.* Award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the request for proposals, unless the Procurement Officer determines to utilize one of the options provided in Section (i) above. The award of the contract must be made on the basis of evaluation factors that must be stated in the Request for Proposal. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. Procedures and requirements for the notification of intent to award the contract must be the same as those provided in Section 2-267.

Section 2-267. - Competitive sealed bidding. Prior 2-258

- (a) *Conditions for use.* Contracts more than twenty-five thousand dollars (\$25,000.00) shall be awarded by competitive sealed bidding except as otherwise provided in section 2-260.
- (b) *Invitation for bids.* An invitation for bids shall be issued and shall include a description of the purchase and all contractual terms and conditions applicable to the procurement. The invitation for bids must set forth the evaluation criteria to be used.
- (c) *Notice.* The county shall give notice of the invitation for bids at least twenty-one (21) calendar days before the date set in it for the opening of bids. The notice shall be published on the County's website and in the South Carolina Business Opportunities (SCBO) publication.
- (d) *Pre-bid conference.* A pre- bid conference may be held to clarify information or ask questions concerning the solicitation. Attendance at the pre-bid conference may or may not be mandatory. When mandatory attendance is required, only bids from those attending the conference will be accepted at final bid time.
- (e) *Receipt and safeguarding of bids.* All bids (including modifications) received prior to the time of bid opening shall be kept secure and unopened. It is the responsibility of bidders to make sure all bids are delivered to the proper place and at the proper time. Bids received after the time set in the

- Invitation for Bids shall not be considered and shall be noted as "late".
- (f) *Bid opening.* Bids must be opened publicly in person or online in the presence of one or more witnesses, at the time and place designated in the invitation for bids. The amount of each bid, and other relevant information as may be specified by regulation, together with the name of each bidder, must be tabulated. The tabulation must be open to public inspection at that time. Questions on the contents of the bids shall not be answered until after evaluations are completed. A bid tabulation must be posted online and shall be open for public inspection.
 - (g) *Bid acceptance and bid evaluation.* Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code. Bids must be evaluated based on the requirements in the invitation for bids and in accordance with this code.
 - (h) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with this Code. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this Code. Except as otherwise provided by the Code, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts, after award but before performance, must be supported by a written determination of appropriateness made by the Procurement Director.
 - (i) *Tie bids.* If two (2) or more bidders are tied in price while otherwise meeting all of the required conditions, awards shall be determined in the following order of priority:
 - (1) In-state vs. out-of-state firms. If there is a tie with a South Carolina and an out-of-state firm, the award shall be made to the South Carolina firm;
 - (2) Lancaster County firm vs. other South Carolina county firms. If there is a tie with a firm located in Lancaster County and a firm located in another county of South Carolina, the award shall be made to the Lancaster County firm; and
 - (3) In all other situations in which bids are tied, the award must be resolved by the flip of a coin by the Procurement Officer, with a witness.
 - (j) *Award.* Unless there is a compelling reason to reject bids as prescribed by this Code, notice of an award or an intended award of a contract to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the invitation for bids must be given by posting the notice on the date and at the location prescribed by the Procurement Director. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract must be given by posting the notice for ten (10) calendar days before entering into a contract and must be published electronically on the County's website on the same day that the notice is posted in accordance with this section. The posting date shall appear on the face of all these notices. If a change to the posting date is necessary, notice of the revised posting date must be given by posting the notice for three business days at the location identified in the solicitation. The invitation for bids and a notice of award or notice of intent to award must contain a statement of a bidder's right to protest pursuant to Section 2-294. When only one response is received, the notice of intent to award and the delay of award may be waived.
 - (k) *Minor Informalities and Irregularities in Bids.* A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The Procurement Officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing.

Section 2-268. - Competitive Fixed Price Bidding. New Section

- (a) Conditions for Use. When the Procurement Officer determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive fixed price bidding subject to the provisions of Section 2-267 unless otherwise provided for in this section.
- (b) Fixed Price Bidding. The purpose of fixed price bidding is to provide multiple sources of supply for specific goods and services, or information technology based on a preset maximum price which the County will pay for such goods and services, or information technology.
- (c) Public Notice. Adequate public notice of the solicitation shall be given in the same manner as provided in Section 2-294.
- (d) Pricing. The County shall establish, before issuance of the fixed price bid, a maximum amount the County will pay for the goods and services, or information technology desired.
- (e) Evaluation. Vendors' responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.
- (f) Award. Award must be made to all responsive and responsible bidders to the County's request for competitive fixed price bidding. The contract file shall contain the basis on which the award is made and must be sufficient to satisfy external audit.
- (g) Negotiations after unsuccessful competitive sealed bidding. When bids received pursuant to an invitation for bids under Section 2-267 are considered unreasonable by the Procurement Officer, or are not independently reached in open competition, or the low bid exceeds available funds as certified by the appropriate fiscal officer, and it is determined in writing by the Procurement Director or the County Administrator/Deputy County Administrator or designee, that time or other circumstances will not permit the delay required to resolicit competitive sealed bids, a contract may be negotiated pursuant to this section, provided that:
 - (1) Each responsible bidder who submitted a bid under the original solicitation is notified of the determination and is given reasonable opportunity to negotiate;
 - (2) The negotiated price is lower than the lowest rejected bid by any responsible and responsive bidder under the original solicitation;
 - (3) The negotiated price is the lowest negotiated price offered by any responsible and responsive offeror.

Section 2-269. - Competitive Best Value Bidding. New Section

- (a) Conditions for Use. When the Procurement Officer determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by competitive best value bidding subject to the provisions of Section 2-267 and the ensuing regulations, unless otherwise provided for in this section.
- (b) Best Value Bidding. The purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific supplies, services, or information technology based on pre-determined criteria identified by the County.
- (c) Public Notice. Adequate public notice of the request for the solicitation shall be given in the same manner as provided in Section 2-267.
- (d) Bid Opening. At bid opening, the only information that will be released is the names of the participating bidders. Price information will be provided after the ranking of bidders and the issuance of award.
- (e) Evaluation Factors. The best value bid must state the factors to be used in determination of award and the numerical weighting for each factor. Price must be a factor in determination of award and cannot be weighted at less than sixty percent. Best value bid evaluation factors may include, but are not limited to, any of the following:
 - (1) operational costs the County would incur if the bid is accepted;
 - (2) quality of the product or service or its technical competency;
 - (3) reliability of delivery and implementation schedules;

- (4) maximum facilitation of data exchange and systems integration;
 - (5) warranties, guarantees, and return policy;
 - (6) vendor financial stability;
 - (7) consistency of the proposed solution with the County's planning documents and announced strategic program direction;
 - (8) quality and effectiveness of business solution and approach;
 - (9) industry and program experience;
 - (10) prior record of vendor performance;
 - (11) vendor expertise with engagement of similar scope and complexity;
 - (12) extent and quality of the proposed participation and acceptance by all user groups;
 - (13) proven development methodologies and tools; and
 - (14) innovative use of current technologies and quality results.
- (f) Clarification of Responsive Bid. The Procurement Officer may ask a responsive bidder to clarify an ambiguity in its bid; however, no material modification of the bid is allowed.
 - (g) Selection and Ranking. Bids shall be evaluated by using only the criteria and weightings stated in the invitation for best value bids. All evaluation factors, other than price, will be considered independent of and prior to determining the effect of price on the score for each participating bidder. Once the evaluation is complete, all responsive bidders must be ranked from most advantageous to least advantageous to the County, considering only the evaluation factors stated in the invitation for best value bids.
 - (h) Award. Award must be made to the responsive and responsible bidder whose bid is determined, in writing, to be most advantageous to the County, taking into consideration all evaluation factors set forth in the best value bid. The contract file shall contain the basis on which the award is made and must be sufficient to satisfy external audit.

Section 2-270. - Competitive online bidding/Reverse Auction Bidding. **New Section**

- (a) Conditions for Use. When the Procurement Officer determines that on line bidding is more advantageous than competitive sealed bidding, a contract may be entered into by competitive online bidding, subject to the provisions of Section 2-267 and the ensuing regulations, unless otherwise provided in this section.
- (b) Public Notice. Adequate public notice of the request for the solicitation must be given in the same manner as provided in Section 2-267.
- (c) Bidding Process.
 - 1. The solicitation must designate both an Opening Date and Time and a Closing Date and Time. At the Opening Date and Time, the County must begin accepting real time electronic bids. The solicitation must remain open until the Closing Date and Time.
 - 2. Before the Opening Date and Time, the County shall require bidders to register, shall register only responsible bidders, and, as a part of that registration, require bidders to agree to any terms, conditions, or other requirements of the solicitation.
 - 3. If less than two bidders are registered, the solicitation must be canceled.
 - 4. Following receipt of the first bid after the Opening Date and Time, the lowest bid price must be posted electronically to the Internet and updated on a real time basis.
 - 5. At any time before the Closing Date and Time, a bidder may lower the price of its bid, except that after Opening Date and Time, a bidder may not lower its price unless that price is below the then lowest bid. Bid prices may not be increased after Opening Date and Time.
 - 6. Except for bid prices, bids may be modified only as otherwise allowed by this code. A bid may be withdrawn only in compliance with Section 2-267.
- (d) Receipt and Safeguarding of Bids. Other than price, any information provided to the County by a bidder must be safeguarded as required by Section 2-267.
- (e) Provisions Not to Apply. Section 2-255 and paragraph (f) (Bid Opening) of Section 2-267 not

apply to solicitations issued pursuant to this section.

Section 2-271. - Special/Unusual Procurements. Prior 2-264

A special/unusual procurement is the acquisition by Lancaster County of personal property, services and improvements to real property without competition, subject to the approval of the County Administrator/Deputy County Administrator or designee in writing. Lancaster County is justified in utilizing a special/unusual procurement when it has a need that has a unique requirement that the use of the procurement methods would not responsibly satisfy or further the interests to Lancaster County.

Section 2-272. - Procurement procedures exemptions. Prior 2-266

(a) *Supply/Service/Real Property Transaction Exemptions.* The following supplies and services are exempt from this article and need not be purchased through the standard procurement process:

- (1) Published books, periodicals, pamphlets, DVDs and other media;
- (2) Professional dues, membership fees and seminar registration fees;
- (3) Utilities including gas, electricity, water, and sewer;
- (4) Postage stamps and postal fees;
- (5) Travel;
- (6) Bank payments;
- (7) Legal services, subject to the approval of the county administrator;
- (8) The purchase of real property

(b) *Other Exemptions.* Procurements obtained under any of the following methods are exempt from Invitation for Bids/Request for Proposals procedures listed in this article. These items are not exempt from the standard procurement process and must be accompanied by an authorized Procurement Exemption form:

- (1) Cooperative purchases
- (2) Emergency procurement
- (3) Sole Source procurement

(c) *Maintenance or service contracts.* Maintenance Agreements are used to contract with an outside vendor for the maintenance/repair of county-owned equipment are exempt from the standard procurement process. Examples are: software, computers, alarm systems, mechanical and other facility systems. This is not an all-encompassing list. Maintenance agreements require a valid contract/agreement on file with the Procurement Department before the Finance Department will process payment.

(d) Although the items listed in this section are exempt from the normal procurement procedures of this article, every effort should be made to ensure that the procurement made and/or contract negotiated is cost effective and is in the best interest of the County.

Section 2-273. - Construction Project Delivery Methods Authorized New Section

The following project delivery methods are authorized for procurements relating to design and construction of infrastructure, including but not limited to facilities, roads, and raw land:

(a) Design-bid-build:

- (1) Design. Architect-engineer, construction management, and land surveying services. The

qualifications contained in a written solicitation shall be used to procure architect-engineer, construction management, and land surveying services, unless those services are acquired in conjunction with construction using one of the project delivery methods provided in this Section.

- (2) Construction. Competitive sealed bidding, as provided in Section 2-267, must be used to procure construction in design-bid-build procurements.
- (b) Construction Management at-risk. Contracts for construction management at-risk must be procured as provided in either Section 2-266 or Section 2-267.
- (c) Design-build. Contracts for design-build must be procured by competitive sealed proposals, as provided in Section 2-266.

Section 2-274. - Choice of project delivery method. New Section

- (a) Selection of Method. The project delivery method used for a County construction project must be that method which is most advantageous to the County and results in the most timely, economical, and successful completion of the construction project. The County shall select, in accordance with this code, the appropriate project delivery method for a particular project and shall state in writing the facts and considerations leading to the selection of that particular method.

DIVISION 4 – CONTRACT MANAGEMENT New Division

Section 2-275. - Multiterm contracts.

- (a) *Specified Period.* Unless otherwise provided by law, a contract for supplies, services, or information technology must not be entered into for any period of more than one year unless approved in a manner prescribed by the County. The term of the contract and conditions of renewal or extension must be included in the solicitation and funds must be available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds for them.
- (b) *Determination Prior to Use.* Before the utilization of a multi-term contract, it must be determined in writing by the Procurement Director that:
 - (1) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (2) Such a contract serves the interest of the County by encouraging effective competition or otherwise promoting economies in County procurement.
- (c) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled.
- (d) *Maximum Duration.* The maximum potential duration for a contract is five years. A maximum potential duration of up to seven years may be approved by the County Administrator.
- (e) *Authority Approval.* Every type of contract with a maximum potential duration exceeding seven years must be approved by Council. For competitive procurements, approval of the maximum potential duration must be granted before solicitation.
- (f) *Authority to contract auditing services.* County Council must approve all contracts for auditing services. Contracts for auditing services must be obtained through normal procurement procedures.
- (g) The Procurement Director and Facilities Project Manager have authority to approve and sign change orders equal to or less than \$25,000, with budgetary approval from the County Administrator. Any change orders exceeding \$25,000 will be approved and signed by the County Administrator or Deputy County Administrator.

DIVISION 5. - PURCHASING CARD PROGRAM Prior Division 4

Section 2-276. - P-Card program overview. Prior 2-268

The P-Card is a charge card issued to a cardholder to make small value purchases of items such as approved supplies, materials, equipment, and services for Lancaster County use. The objective of the program is to streamline payments by eliminating the administrative burdens and costs associated with other methods of payment. The use of the P-Card is intended to eliminate the need for small dollar purchase orders. The P-Card program offers a simplified purchasing and payment process that allows for an expedited delivery of goods. The P-Card is issued under a contract awarded by the state materials management office which permits county participation in the program. Use of the P-Card is limited to the procurement procedures as established in this document, unless otherwise authorized.

Section 2-277. - Issuance of P-Card. Prior 2-272

- (a) The Program Administrator will issue P-Cards to authorized cardholders who have signed the mandatory cardholder responsibilities agreement that covers the program policies and procedures code of conduct outlining the terms and conditions of the program. The issuance of a P-Card to a cardholder is strictly prohibited if cardholder has not signed the agreement. The Program Administrator shall maintain a copy of the signed P-Card agreement. The Program Administrator must maintain the following information:
 - (1) The name of the cardholder issued a P-Card;
 - (2) The date of issue;
 - (3) Card number details; and
 - (4) Spend control limits.
- (b) Access to the P-Card database is restricted to authorized personnel only. Any misuse is strictly prohibited and is subject to immediate termination and possible prosecution. The P-Card is the sole property of Lancaster County and must be maintained in a secure location at all times.

Section 2-278. - Spend control limits. Prior 2-273

- (a) The P-Card is to be used only for authorized Lancaster County purchases only. Lancaster County spending parameters are set at two thousand five hundred US dollars (\$2,500.00) per single transaction, including all associated fees and taxes. As used in this section, "single transaction" means one (1) or more items purchased from the same vendor at the same time on the same day. Any intentional circumvention of the single transaction limit is strictly prohibited and may result in the immediate termination of employment. Monthly spending limits are designated by Program Administrator based on demonstrated need of cardholder; monthly spending limits may be adjusted at the discretion of Program Administrator based on demonstrated needs of cardholder.
- (b) One-time transactions for purchases above individual transaction limit of two thousand five hundred US dollars (\$2,500.00) may be requested in writing to Program Administrator who may, in sole discretion, adjust temporary spend control limits of cardholder until transaction is complete.

Section 2-279. - First purchasing option/competition. Prior 2-274

The P-Card should be used as the first option before other methods to obtain and pay for authorized goods and services costing two thousand five hundred dollars (\$2,500.00) or less, including taxes and fees. If the use of a P-Card is not possible, such as when a vendor will not accept P-Card and no other competitive vendor can be located, then a purchase order/claim for payment shall be issued. Cardholders are encouraged to complete purchases by obtaining more than one (1) quotation whenever possible.

Cardholders will be required to show justification that the price paid for any purchase is fair and reasonable.

Section 2-280. - Bona fide vendors. Prior 2-275

- (a) Any purchase made shall be from a vendor who is deemed established, reputable, and reliable, with appropriate licensing, insurance, etc., and not of questionable status. Do not make P-Card purchases from vendor sources including but not limited to:
 - (1) Drop shipping E-commerce sites, e.g., Wish, Ali Express, etc.
 - (2) Personal reseller sites, e.g., Craigslist, Let go, etc.
 - (3) EBay (auctions).
 - (4) Flea markets, estate sales, etc.
 - (5) Relatives, friends, etc.
- (b) The following vendors consistently offer fair and reasonable pricing and are sufficiently competitive with each other for similar types of purchases. These chains include but are not limited to:
 - (1) Amazon Business (with account ID registered through Lancaster County).
 - (2) Office Depot (with account ID registered through Lancaster County).
 - (3) Wal-Mart.
 - (4) Lowes.
 - (5) Home Depot.

Section 2-281. - P-Card purchases. Prior 2-276

- (a) *Permitted purchases.*
 - (1) Airline tickets for business travel
 - (2) Hotel accommodations for business travel;
 - (3) Car rental for business travel;
 - (4) Conference and seminar registration fees;
 - (5) Ground transportation for business travel;
 - (6) Facsimile charges when traveling;
 - (7) Non-travel related business meals (e.g., public meetings/hearings, commissions, etc.—must attach participant list and agenda/meeting minutes with receipt);
 - (8) Authorized memberships and/or subscriptions;
 - (9) Advertising;
 - (10) Utilities;
 - (11) Uniforms/authorized work clothing;
 - (12) Books, periodicals, magazines and paper subscriptions with authorized vendors;
 - (13) Registration expenses as pertaining to election days (e.g., supplies, election worker snacks, etc.);
 - (14) Approved office supplies; and
 - (15) Small dollar amount maintenance contracts/repair services on non-capital items may be paid for using P-Card as long as the vendor has a current certificate of insurance ("COI") in the appropriate amounts, including Worker's Compensation, and that the total cost of the transaction does not exceed the individual transaction limit of two thousand five hundred US dollars (\$2,500.00).

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be authorized for purchase with P-Card.

- (b) *Prohibited purchases:*
 - (1) Personal purchases of any kind;

- (2) Unauthorized food purchases (including office parties, retirements, holidays, etc.);
- (3) Employee travel expenses such as meals and personal expenditures;
- (4) Donations of gifts to charity, gifts to Lancaster County employees, political contributions;
- (5) Cash advances;
- (6) Gift cards, calling cards, or any pre-paid cards of similar type;
- (7) Entertainment (including in-room services);
- (8) Alcoholic beverages;
- (9) Tobacco products;
- (10) Weapons, side arms, ammunition, even if for training (does not apply to Sheriff's Office);
- (11) Hazardous materials/chemicals;
- (12) Fuel;
- (13) IT purchases: hardware and installable software (unless approved by IT Director); and
- (14) Professional services conducted on County property (unless permitted qualifications are met).

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be listed as prohibited purchases with P-Card.

(c) *Additional prohibited uses:*

- (1) a. *Employee travel expenses/meals.* Cardholders are not authorized for P-Card usage with meals or food expenses associated with internal business meetings or travel. Cardholders will be authorized for P-Card usage on any business meal expense, non-travel related, that comes accompanied by an approved meeting agenda and/or meeting minutes. Travel meals and other travel expensed items shall be reimbursed via Lancaster County's Travel Reimbursement Policy (Policy 8.1).

b. *Travel Expenses—overnight stay:*

1. Mileage;
2. Meals;
3. Additional Conference fees—County will pay base registration cost;
4. Accommodations in addition to the dates identified on the accompanying agenda. Dependent upon agenda start times, accommodations may sometimes include the preceding night but not before receiving written approval of the Department Head.

c. *Travel expense(s)—not overnight stay:*

1. Mileage;
2. Meals;
- (2) *Flowers.* Cardholders are not authorized for flower arrangement purchases on P-Cards. The only departments authorized to purchase flower arrangements are as follows: County Council and the County Administrator's office. If a department would like to send flowers out to any group or individual, including funeral services or employees out on medical leave, then all arrangements must be paid for in another manner, i.e., personal funds.
- (3) *Vendor reward/loyalty programs.* Cardholders are not authorized to use their P-card to gain credit towards any vendor reward/loyalty programs for personal gain. Cardholders must not present their reward/loyalty cards in connection with any authorized P-Card purchases. If cardholders are found to be engaging in this type of practice they may be subject to disciplinary actions in accordance with Lancaster County program policies and procedures, including termination for cause. In addition, the purchase may constitute fraud and criminal charges could be instituted against the cardholder.
- (4) *Amazon Prime Membership.* Cardholders are not authorized to use their P-card to obtain an Amazon Prime Membership for any individual department's use. Any department interested in Amazon Prime ordering is required to register through Lancaster County's Amazon Business

account. No personal Amazon Prime Memberships shall be authorized to ship Lancaster County goods ordered with P-Cards, nor shall any Lancaster County prime membership be used to ship personal goods of any kind to any address. All purchases must be shipped to a Lancaster County address only; no goods shall be shipped to or received at personal domain or private residence for any reason.

- (5) *Grocery items.* Requests for grocery items made at grocery / retail stores for any items, including those related to special meetings, events, retirements, or training purposes, are subject to review and must be submitted in writing by requesting Department Head and submitted to Program Administrator for documentation purposes; each request may be subject to additional approval by County Administrator.

Section 2-282. - Program documentation. Prior 2-274

- (a) The cardholder or department proxy will maintain all vendor receipts/charge slips. These receipts/charge slips are to be uploaded along with appropriated account information for each transaction, further, a brief explanatory description of each transaction should be noted in the "comments" column of Bank of America Works software. All receipts/charge slips are to include verification of sales tax as all credit transactions are subject to South Carolina Use Tax. If an itemized receipt is not provided, cardholder must contact vendor to determine whether or not sales tax was applied and provide verification to Lancaster County's finance department.
- (b) In addition, the cardholder or department proxy may be requested to provide additional details of any purchase if deemed necessary for transparency and/or compulsory reasons with P-Card program policies and procedures. These details may include, but are not limited to, the following:
 - (1) Purchase justification;
 - (2) Program details (e.g. special projects);
 - (3) Event/training purposes; and
 - (4) Funding/budget information. This documentation may be requested via email memo for attachment with transaction.
- (c) Lastly, all business meals must have accompanying attendance/meeting minutes and all business conferences/seminars must have associated agenda/itinerary attached. All documentation regarding the program policies and procedures will be maintained by the Program Administrator. Lancaster County's Finance Department will maintain the monthly master billing statements.

Section 2-283. - Sign-offs. Prior 2-278

Any cardholder, Department Head, and/or department proxy must complete all transactional sign-offs, including uploading of appropriate backup documentation, by the first business day of each calendar month at noon (12:00 p.m.) EST; however, with suitable notification to Program Administrator, there may be an allowable three (3) business day grace period for justifiable circumstances of delayed sign-off, e.g., known out-of-office/vacation dates, etc. Repeated lack of timely sign-offs may result in P-Card termination for cardholder.

Section 2-284. - Missing receipt affidavit. Prior 2-279

Cardholder is responsible for submitting itemized receipts with P-Card transactions. Notwithstanding, Lancaster County recognizes that cardholder may lose or inadvertently not have a receipt for a transaction. Cardholder is responsible for contacting Vendor to request duplicate copy. When a good faith effort to obtain copy is unsuccessful, a missing receipt affidavit may be used in conjunction with transaction reconciliation. All information must be completed on missing receipt affidavit. Cardholder must also contact vendor to determine if appropriate sales tax was charged as all credit

transactions are subject to South Carolina Use Tax. Both the cardholder and Program Administrator shall approve the affidavit. The missing receipt affidavit may not be used on a routine basis. Repeated use of missing receipt affidavit may result in P-Card termination for cardholder.

Section 2-285. - Cardholder liability. Prior 2-280

The P-Card is a corporate charge card and will not affect personal credit rating levels. It is a cardholder's responsibility to ensure that the card is used within the stated guidelines of program policies and procedures. Failure to comply with program policies and procedures may result in permanent revocation of P-Card, notification of situation to Lancaster County officials, and punitive action in accordance with Lancaster County Policies and Procedures relating to disciplinary action and termination for cause. Misuse of P-Card may constitute fraud and criminal charges may be issued against any cardholder in violation.

Section 2-286. - Fraud; P-Card misuse/abuse. Prior 2-281

- (a) *Fraud.* This involves the unauthorized use of P-Card by the cardholder, someone other than the individual whose name is on the card, or individuals outside Lancaster County. This includes stolen cards, counterfeit cards, and/or identity theft. It could also involve non-organization employees or former Lancaster County employees working in collusion with current Lancaster County employees to commit fraudulent acts.
- (b) *Merchant fraud.* This is an unauthorized activity and involves any cardholder charges for goods and/or services not provided by a vendor.
- (c) *Misuse/abuse.* This is an unauthorized activity that involves the misuse and abuse of the purchasing activity by the cardholder. This includes poor asset management resulting from improper order quantities, regularly not practicing "best value" due diligence when making authorized purchases, or regularly buying from unauthorized Vendor sources.
- (d) Usage of the P-Card for personal gain would represent serious abuse of the P-Card and could result in termination of employment and/or criminal charges filed against the cardholder.

Section 2-287. - Credits. Prior 2-282

Under no circumstances should cardholder accept cash in lieu of a credit to their P-Card account. The vendor should always issue a credit to the account for any item/service agreed to process for a return.

Section 2-288. - P-Card termination. Prior 2-283

- (a) The Program Administrator may close a cardholder account if:
 - (1) Cardholder transfers to a different department that no longer requires P-Card;
 - (2) Cardholder is no longer employed with Lancaster County; or
 - (3) For any reason subjecting cardholder to disciplinary action in accordance with program policies and procedures relating to termination for cause, including the following:
 - a. Cardholder does not adhere to all P-Card program policies and procedures.
 - b. P-Card being used for personal gain or unauthorized purposes;
 - c. Continued or frequent misuse/abuse of P-Card;
 - d. P-Card usage for purchases of any substance(s), material(s), or service(s) that violates policy, law, or regulation relating to Lancaster County;
 - e. Cardholder allows card to be used by another individual for any reason;
 - f. Cardholder splits purchase to circumvent the established single transaction limit of two thousand five hundred dollars (\$2,500.00); or
 - g. Cardholder fails to provide required receipts and / or documentation for P-Card purchases;

- (b) In conjunction with P-Card termination, a request for closing a cardholder's account will be processed by Program Administrator. P-Card must also be returned to procurement department for immediate disposal.

Section 2-289. - Lost, misplaced or stolen P-Cards. Prior 2-283.1

Cardholders must report any lost, misplaced, or stolen P-Cards immediately to Bank of America toll- free at 888-449-2273. Representatives are available to assist twenty-four-hours a day, seven-days a week, and three hundred sixty-five-days a year. Lost, misplaced, or stolen cards should also be immediately reported to the cardholder's immediate supervisor and the P-Card administrator.

Section 2-290. - Cardholder responsibilities and Agreement. Prior 2-283.2

- (a) I, the undersigned, as an approved procurement card (P-Card) holder, fully understand and agree to the following terms and conditions regarding the usage and safekeeping of the P-Card entrusted to me.
- (b) I, as cardholder, must use my P-Card for legitimate Lancaster County business and travel only. Misuse of my P-Card will be subject to disciplinary action in accordance with program policies and procedures. Any misuse of my P-Card may constitute fraud and, if necessary, criminal charges may be instituted against me.
- (c) I, the cardholder, must:
 - (1) Maintain full knowledge and adherence to P-Card Program Policies and Procedures;
 - (2) Ensure the P-Card is used only for legitimate Lancaster County business expenses;
 - (3) Provide appropriate justification for all P-Card purchases, with documentation by 12:00 PM on the first business day of each month;
 - (4) Maintain the P-Card in a secure location at all times;
 - (5) Not allow for other individuals to use my issued P-Card;
 - (6) Obtain "best value" for all Organization Lancaster County purchases made with P-Card;
 - (7) Adhere to all purchase limits of the P-Card and ensure total charges, including taxes, shipping, and fees for any single transaction does not exceed two-thousand five-hundred (\$2,500) US dollars;
 - (8) Verify all charges on monthly statement and approve all monthly transactions using electronic software (i.e. Works) from Card Issuer;
 - (9) Obtain all sales slips, register receipts for proper transaction documentation, and provide the same to department proxy (if applicable) for proper reconciliation and allocation;
 - (10) Attempt to resolve any disputes or billing errors directly with Vendor;
 - (11) Not accept cash in lieu of a credit for P-Card account reconciliations;
 - (12) Return P-Card to Program Administrator, Department Head, or human resource department upon termination of employment with Lancaster County; and
 - (13) Immediately report lost/stolen cards to card issuer [Bank of America @ 888-449-2273, 24/7/365] and notify Program Administrator and direct supervisor at first opportunity during business hours.
- (d) Any violation of P-Card program policies and procedures may result in disciplinary action(s) including termination of employment and, if necessary, criminal charges.
- (e) As a cardholder, I hereby agree to the above terms and conditions and take full administrative responsibility pursuant to the P-Card program policies and procedures for the action(s) of a cardholder.

DIVISION 6. - RISK MANAGEMENT Prior Division 5

Section 2-291. -Bid security. Prior 2-284

- (a) Bid security is required for all competitive sealed bidding for construction contracts in excess in excess of one hundred thousand dollars and other contracts as may be prescribed by the Procurement Officer. Bid security shall be a certified cashier's check or a bond provided by a surety company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability," which company shows a financial strength rating of at least five (5) times that portion of the contract price that does not include operations, maintenance, and finance. Each bond shall be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety.
- (b) Bid security must be in an amount equal to at least five (5) percent of the amount of the bid at a minimum.
- (c) When the invitation for bids requires security, noncompliance requires that the bid be rejected except that a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating must be given one working day from bid opening to cure the deficiencies. If the bidder is unable to cure these deficiencies within one working day of bid opening, the bid must be rejected.
- (d) After the bids are opened, they must be irrevocable for the period specified in the invitation for bids. If a bidder is permitted to withdraw its bid in accordance with regulations promulgated by the County, action must not be had against the bidder or the bid security.

Section 2-292. - Contract performance payment bonds. Prior 2-285

- (a) The following bonds or security must be delivered to the county and become binding on the parties upon the execution of the contract for construction:-
 - (1) A performance bond satisfactory to the county, executed by a surety company meeting the criteria established in section 2-291, or otherwise secured in a manner satisfactory to the county, in an amount equal to one hundred percent of the portion of the contract price that does not include the cost of operation, maintenance, and finance;
 - (2) A payment bond satisfactory to the county, executed by a surety company meeting the criteria established in section 2-291, or otherwise secured in a manner satisfactory to the county, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the construction work provided for in the contract. The bond must be in an amount equal to one hundred percent of the portion of the contract price that does not include the cost of operation, maintenance, and finance; and
 - (3) in the case of a construction contract valued at one hundred thousand dollars (\$100,000.00) or less, the county may waive the requirements of (1) and (2) above;
 - (4) In the case of a construction manager at-risk contract, the solicitation may provide that bonds or security are not required during the project's preconstruction or design phase, if construction does not commence until the requirements of sub items (1) and (2) above have been satisfied. Additionally, the solicitation may provide that bonds or security as described in sub items (1) and (2) above may be furnished for one or more designated portions of the project, in an amount equal to one hundred percent of the value of the construction of each designated portion, and also may prescribe the time of delivery of the bonds or security. In no event may construction of any portion of the work commence until the appropriate bonds or security have been delivered to the governmental body; (in the case of a design-build) the solicitation may provide that bonds or security as described in sub items (1) and (2) above may be furnished for one or more designated portions of the project, in an amount equal to one hundred percent of the value of the design and construction of each designated portion, and also may prescribe the time of delivery of the bonds or security. In no event may design or construction of any portion of the work commence until the appropriate bonds or security have been delivered to the

governmental body.

- (b) The county may require other security in addition to the security listed in subsection (a).

Section 2-293. - Insurance requirements. Prior 2-286

The county may require a vendor or contractor performing services under contract with the county to file with the Procurement Officer a certificate of insurance evidencing workers compensation coverage, general liability coverage, errors and omissions coverage or other types of insurance coverage as may be appropriate for the type of goods or services being procured by the county. The amount and scope of any insurance coverage for a specific contract shall be determined by the Procurement Officer after consultation with the county's Risk Management Director.

DIVISION 7. - LEGAL AND CONTRACTUAL REMEDIES Prior Division 8

Section 2-294. - Right to protest; exclusive remedy. Prior 2-290

- (a) A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer in the manner stated in Section 2-295 within ten (10) calendar days of the date of issuance of the invitation for bids or requests for proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An invitation for bids or request for proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date it is posted.
- (b) Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Director within ten (10) calendar days of the posted date of award or notification of intent to award, whichever is earlier; except that a matter that could have been raised pursuant to sub item (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.
- (c) The rights and remedies granted in this division to bidders, offerors, contractors, or subcontractors, either actual or prospective, are to the exclusion of all other rights and remedies of the bidders, offerors, contractors, or subcontractors against the county.
- (d) The rights and remedies granted by this section are not available for contracts with an actual or potential value less than twenty-five thousand dollars (\$25,000.00).

Section 2-295. - Protest procedure. Prior 2-291

- (a) A protest pursuant to section 2-294 (a) must be in writing, filed with the Procurement Officer in person or through certified mail, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the Procurement Officer within the time provided in subsection (a).
- (b) A protest pursuant to subsection 2-294 (b) must be in writing and must be personally received by the Procurement Officer within the time limits established by subsection 2-294 (b). At any time after filing a protest, but no later than ten (10) days after the date of award or notification of intent to award, is posted in accordance with this article, whichever is earlier, a protestant may amend a protest that was first submitted within the time limits established by subsection 2-294 (b). A protest, including amendments, must set forth both the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Section 2-296. - Attempt to settle. Prior 2-292

Before commencement of an administrative review as provided in section 2-297, the Procurement

Officer or designee may attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Procurement Officer or designee has the authority to approve any settlement reached by mutual agreement.

Section 2-297. - Administrative review; decision; and finality. Prior 2-293

- (a) If in the opinion of the Procurement Officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the Procurement Officer shall immediately notify the County Administrator who shall conduct promptly an administrative review. The County Administrator or Deputy County Administrator shall commence the administrative review no later than fifteen (15) business days after the deadline for receipt of a protest has expired and shall issue a decision in writing within ten (10) days of completion of the review. The decision must state the reasons for the action taken.
- (b) A copy of the decision under subsection (a) must be mailed or otherwise furnished immediately to the protestant and other party intervening. The Procurement Officer or designee shall post a copy of the decision at a date and place communicated to all parties participating in the administrative review, and the posted decision must indicate the date of posting on its face.
- (c) A decision pursuant to subsection (a) is final and conclusive, unless fraudulent or unless any person adversely affected by the decision appeals to the circuit court in accordance with the provisions of this Article.
- (d) If a final order of a Procurement Director or the County Administrator is not appealed in accordance with the provisions of this code, upon request of a party to the proceedings, the Procurement Director or County Administrator may file a certified copy of the final ruling with a clerk of the circuit court, or a court of competent jurisdiction, as requested. After filing, the certified ruling has the same effect as a judgment of the court where filed and may be recorded, enforced, or satisfied in the same manner as a judgment of that court.
- (e) This Section does not apply to disputes between the County and a vendor regarding the performance of a contract after a contract is awarded, executed, and there is no protest pending.

Section 2-298. - Automatic stay. Prior 2-294

In the event of a timely protest pursuant to section 2-294, the county shall not proceed further with the solicitation or award of the contract until ten (10) days after a decision is posted by the Procurement Officer except that solicitation or award of a protested contract is not stayed if the Procurement Officer, after consultation with the head of the using department or agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the county.

Section 2-299. - Procurement Officer Address. Prior 2-295

Notice of the address of the Procurement Officer must be included in every notice of an intended award and in every invitation for bids, request for proposals, or other type solicitation.

Section 2-300. - Frivolous protests. New Section

- (a) Signature on Protest Constitutes Certificate. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read the document, to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and it is not interposed for an improper purpose.

such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement or of the litigation.

- (b) Sanctions for Violations. If a request for review, protest, pleading, motion, or other document that is filed with the Procurement Director is signed in violation of this subsection, the County Administrator/Deputy County Administrator, upon motion or upon his/her own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction that may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the protest, pleading, motion, or other paper, including a reasonable attorney's fee.
- (c) Filing. A motion for sanctions pursuant to this section must be filed with the County Administrator/Deputy County Administrator no later than fifteen days after the later of either the filing of a request for review, protest, motion, or other document signed in violation of this section, or the issuance of an order that addresses the request for review, protest, motion, or other document that is the subject of the motion for sanctions.

DIVISION 8. – SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

Prior Division 6

Section 2-301. - Participation in procurements—Small, minority, and women-owned business enterprises. **Prior 2-287**

- (a) *Non-discrimination.*
 - (1) It is a continuing public policy of the county to achieve the full and equitable participation of small business, and businesses owned by minorities and women in Lancaster County's procurement process as both prime contractors and subcontractors.
 - (2) The county is committed to a policy of preventing and reducing discrimination in the award of or participation in county contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, ethnicity, or sex.
- (b) *Classifications.*

Certified classification – A Certified firm is a firm that has been accepted by Lancaster County as certified. The business or business owner must be able to show evidence of:

- (1) Existence as a "for profit" business;
- (2) Operations for at least one (1) year;
- (3) U.S. citizenship or legal resident alien status; and either:
 - a. Be determined as an eligible SBE/MBE/WBE in accordance with this subchapter, subject to the provisions of "small business enterprise (SBE), minority business enterprise (MBE)" and "woman-owned business enterprise (WBE)" as defined in this subsection; or
 - b. The business holds current registration of SBE/MBE/WBE status with a reciprocal agency deemed acceptable to the county.

Small business enterprise (SBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by a US Citizen.
- (2) Qualifying individual(s) must unconditionally and directly own and control at least 51% of the business. Control means that both the long-term decision making and the day-to-day management of the business are controlled by qualifying individual(s).
- (3) The 51% ownership may not be through another business entity.
- (4) Which is a for-profit entity which performs a commercially useful function; and
- (5) Which is a certified firm through a State or Federal program.

Minority business enterprise (MBE) classification is a business:

- (1) Which is at least fifty-one (51) percent owned by one (1) or more minority individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such minority individuals;
- (2) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more minority individuals;
- (3) Which performs a commercially useful function; and
- (4) Which is a certified firm through a State or Federal program.

Minority individual is classified as a natural person of at least twenty-five (25) percent minimum (documentation may be required) in one (1) of the following groups:

- (1) African-Americans/Black;
- (2) Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
- (3) Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
- (4) Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian subcontinent;
- (5) Arab-Americans.

Woman-owned business enterprise (WBE) classification is a business:

Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;

- (1) Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
 - (2) Which performs a commercially useful function; and
 - (3) Which is a certified firm through a Federal or State program.
- (c) *Non-discriminatory efforts.* In furtherance of the county's non-discrimination process, Lancaster County Procurement shall:
- (1) Compose and maintain a list of small business, minority and women-owned vendors who are eligible to contract with the county;
 - (2) Seek and locate SBE/MBE/WBEs to be involved in the procurement process of county goods and services;
 - (3) Ensure no barriers in procurement procedures that will prohibit full participation of SBE/MBE/WBEs from doing business within the county;
 - (4) Maintain regular reporting of such activities to be available to all county management.
- (d) *SBE/MBE/WBE utilization.* Lancaster County wishes to ensure that all duly certified small business enterprises (SBE), minority business enterprises (MBE), and woman-owned business enterprises (WBE) are afforded the opportunity to fully participate in the procurement process. In addition to any requirements set forth in state or federal mandates, the County Administrator/Deputy County Administrator or Procurement Officer may include qualified MBEs and WBEs on solicitation lists.

DIVISION 9. - SURPLUS PROPERTY Prior Division 7

Section 2-302. -Disposal of personal property. Prior 2-288

- (a) All items of personal property belonging to the county may be declared surplus property to be sold, transferred, traded, or placed in storage by the county. Each department shall report all surplus

- property to the Procurement Officer on an annual basis.
- (b) Surplus personal property shall be disposed of in the following manner:
- (1) County personal property may be sold by public auction or by competitive sealed bidding to the highest bidder. The sale of property not in actual public use shall be conducted by the Procurement Officer. Sales may be held on an as needed basis. The Procurement Officer shall deposit the proceeds from the sales, less the expense of the sales, in the fund from which the item was originally paid from.
 - (2) Surplus supplies, inventory, or capital assets may be transferred between departments, other government agencies, or certain non-profits approved by the County. The Procurement Officer must document all transfers of assets and give proper documentation to the accounting office.
 - (3) Certain personal property may be held in storage until an appropriate time for disposal in accordance with this article.
 - (4) Certain property deemed by the Procurement Officer and the using department to be of no value and not suitable for disposal through the above methods, may be dismantled and disposed of permanently and in an appropriate fashion.

Section 2-303. - Disposal of real property. Prior 2-289

- (a) Surplus real property is property owned by the county and declared surplus by the county council. The County Administrator may make recommendations to the county council. Disposal of property declared surplus by the county council shall be disposed of in accordance with this section.
- (b) All surplus real property must be appraised to determine its fair market value.
- (c) The sale of any surplus real property must be approved by county council by passage of an ordinance and with a public hearing held prior to final approval of the ordinance.
- (d) County council shall determine the method of disposal of the surplus real property in the ordinance authorizing the sale of the property.
- (e) The grant on an easement that will encumber real property owned by Lancaster County must be approved by County Council by passage of an ordinance and a public hearing held prior to final approval of the ordinance. The County Administrator may make recommendations to the County Council. The opinion of the Assessor as to the valuation of a proposed easement grant may be used in lieu of an appraisal.
- (f) The relinquishment of easement rights held by Lancaster County must be approved by County Council upon recommendation by the County Administrator. A relinquishment of easement rights held by Lancaster County is exempt for the appraisal and sale process set forth in above subsections (b),(c), and (d), but must be accomplished by passage of an ordinance and a public hearing held prior to final approval of the ordinance. Absent unusual circumstances or a statutory mandate to the contrary, the relinquishment of easement rights, once approved by County Council, may be effectuated by execution of a quit claim deed to the owner of the real property encumbered by the easement.

DIVISION 10. - REAL PROPERTY ACQUISITION Prior Division 9

Section 2-304. - Acquisition of real property. Prior 2-296

All transactions involving real property, made for or by the county, must be approved by county council by passage of a resolution or ordinance to that effect. If the transaction is for the purchase of real property the resolution or ordinance must include the purchase price. Prior to acting on the resolution or ordinance, county council shall be provided a phase I environmental assessment and an appraisal completed by an MAI certified appraiser. For right-of-ways and easements, a phase I environmental assessment is not required and a valuation by the county tax assessor's office may be provided to county

council in lieu of an MAI appraisal.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 10, 2020
Second Reading: August 24, 2020
Public Hearing: August 24, 2020
Third Reading: September 14, 2020

Approved as to form:

John DuBose, County Attorney

The Lancaster News

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

NOTICE OF PUBLIC HEARING Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, August 24, 2020, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance.

The purpose of the public hearing is to receive public comment on Ordinance No. 2020-1677, an ordinance titled "AN ORDINANCE TO AMEND THE LANCASTER COUNTY PROCUREMENT CODE, SO AS TO INCLUDE ADDITIONAL LEGAL CONSTRUCTION PROJECT DELIVERY METHODS, ADD COOPERATIVE PURCHASING AS AN ALLOWED PROCUREMENT METHOD, AND PROVIDE CLARITY ON EXISTING PROCUREMENT PROCEDURES"

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission on the county website (<https://www.mylancastercsc.org/online>), email to ssimpson@lancastercsc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *August 5, 2020*.

Benisa G. Gaudin

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1686 / Planning Case Number: RZ-020-1614

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Request to rezone 42 non-conforming mixed-use zoned parcels. The purpose of this request is to bring these parcels into conformance with current zoning regulations as described in the Lancaster County UDO (See Attachment 3).

Points to Consider:

In 2016, Lancaster County adopted the current Unified Development Ordinance (UDO) and its accompanying Zoning Map. During this process all parcels within the County received a new zoning designation. At that time, the 42-parcels involved in this rezoning were designated as one of the three mixed-use districts: MX, IMX, or RMX. The County designated these properties as mixed-use in anticipation that these areas would be assembled by a large-scale developer and constructed as master planned developments. Nearly four years later, many of these properties are currently for sale individually or they have already developed independently. Roughly ten of the properties in this rezoning request are already fully developed. Since the zoning map adoption in 2016, 31-parcels have been rezoned to another zoning district from MX in order to be developed.

All properties involved in this rezoning request are currently zoned MX, RMX, or IMX and do not meet the required minimum development size of 25-acres. Because these parcels do not meet the minimum development size this will create challenges in developing these properties in the future if the current zoning was to be retained.

Funding and Liability Factors:

N/A

Council Options:

To approve, deny, or amend the rezoning request.

Recommendation:

Staff recommends **approval** of the rezoning request with the changes noted and explained in Exhibits 4 and 5.

At the August 6, 2020 Planning Commission Meeting, the commission recommended **approval of the request as amended** (see Exhibits 4 and 5) by a vote of 4-0.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1686	8/18/2020	Ordinance
Ordinance 2020-1686 Exhibit A	8/17/2020	Exhibit
Staff Report	7/30/2020	Planning Staff Report
Exhibit 1: Rezoning Application	7/29/2020	Exhibit
Exhibit 2: Location and Zoning Maps	7/29/2020	Exhibit
Exhibit 3: Subject Parcel list with recommended zoning districts	7/29/2020	Exhibit
Exhibit 4: Memo explaining PC Amendments	8/17/2020	Exhibit
Exhibit 5: Revised Recommendations	8/17/2020	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2020-1686

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 42 PARCELS TO BRING THE PARCELS INTO CONFORMITY WITH CURRENT ZONING REGULATIONS AS DESCRIBED IN THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE. THE PROPERTIES ARE PRIMARILY LOCATED NEAR THE INTERSECTION OF DOBY'S BRIDGE ROAD AND CHARLOTTE HIGHWAY, FORT MILL HIGHWAY AND CHARLOTTE HIGHWAY, AND SPRINGDALE ROAD AND WILLIAMS ESTATE DRIVE, INDIAN LAND, SOUTH CAROLINA AND THE REZONINGS WILL BE FROM MX, MIXED-USE, RMX, RESIDENTIAL MIXED-USE, OR IMX, INDUSTRIAL MIXED-USE TO VARIOUS RE-ZONING DISTRICTS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone 42 parcels of property (See Exhibit "A") to bring those properties into conformity with the Lancaster County Unified Development Ordinance. The properties are primarily located near the Intersections of Doby's Bridge Road and Charlotte Highway, Fort Mill Highway and Charlotte Highway, and Springdale Road and Williams Estate Drive, and the rezoning will be from MX, Mixed-Use, RMX, Residential Mixed-Use, IMX, Industrial Mixed-Use to various rezoning districts.

(b) On August 6, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezonings and, by a vote of 4-0 recommended approval of the rezonings with amendments to the proposed rezoning designations for several properties (See Exhibit "A").

(c) The Future Land Use Map identifies these properties as MX, Mixed-Use, RMX, Residential Mixed-Use, and IMX, Industrial Mixed-Use, based on the *Lancaster County Comprehensive Plan 2014-2024*. Rezoning the property from MX, Mixed-Use, RMX, Residential Mixed-Use, and IMX, Industrial Mixed-Use, to the various zoning districts set forth in the attached Exhibit "A" is compatible with the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MX, Mixed-Use, RMX, Residential Mixed-Use, and IMX, Industrial Mixed-Use to the various rezoning district set forth in Exhibit "A" attached hereto.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: August 24, 2020
Public Hearing: August 24, 2020
Second Reading: September 14, 2020
Third Reading: September 28, 2020

Approved as to form:

John DuBose, County Attorney

PIN	Acres	OldZone	Zoning	Potential Zone	Property Owner	Property Discription	PC Recommendation
0005-00-094.00	2.23	R15P	MX	LDR	HAMILTON MARIE E	SF Residential	
0005-00-094.01	2.55	R15P	MX	LDR	HAMILTON EARL & MARIE	SF Residential	
0005-00-094.02	2.67	R15P	MX	LDR	BARFIELD ALFRED E & JUDY H	SF Residential	
0005-00-094.03	2.8	R15P	MX	LDR	ELMS J W DOUGLAS	Vacant Residential Lot	
0005-00-095.00	3.86	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot	
0005-00-098.00	7.23	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot	
0005-00-113.00	2.2	B3	MX	RB	MILLER CHARLES STEPHEN	Stateline ABC Store	
0005-00-113.01	1.09	B3	MX	GB	WATERS CONVENIENCE STORES LLC ETAL	Good Year Auto Repair	
0006-00-087.01	4.01	B1	MX	GB	KRANTHI REALTY LLC	Vacant Tract	
0008-00-001.00	2.01	R15P	MX	LDR	TURNER MARGARET ELMORE	Residential Home	
0008-00-001.01	18.15	R15P/ B3	MX	LDR	TURNER MARGARET ELMORE	Vacant Tract	GB
0008-00-001.02	3.79	R15P	MX	GB	PS SOUTHEAST TWO LLC	Public Mini Storage on SC 160 (next to Bailes Ridge)	
0008-00-003.00	1.75	B2	MX	GB	HONEYCUTT BRENDA C	SF Home	
0008-00-004.00	1.78	B2	MX	GB	HUCKS GRACE H	Carolina Export Used Car Sales	
0008-00-005.00	2.77	B2	MX	GB	NGO JAMES P	Max's Used Car Sales	
0008-00-007.00	2.69	B2	MX	GB	MCGINN GEORGE BANKS	SF House	MX
0008-00-008.00	0.83	B3	MX	GB	S3 INVESTORS LLC	Kushi World Bazaar (retail)	
0008-00-009.00	0.44	B2	MX	GB	PALMETTO LAND DEVELOPMENT LLC	Contractor's Office	
0008-00-010.00	0.43	B2	MX	GB	NEESE HOLDINGS LLC	Contractor's Office	
0008-00-010.01	0.83	B2	MX	GB	GRINDSTAFF PROPERTIES INC	Indian Land Animal Hospital	
0008-00-011.00	1.09	B2	MX	GB	CULP THOMAS W & JANE G REVOCAB	SF House	
0008-00-011.03	4.67	I1	MX	GB	TYNDALL FAMILY ENTERPRISES LLC	Tyndall Furniture Store	
0008-00-013.00	2.07	B3	MX	RB	GM LLC	Cobblestone Market Gas Station	
0013-00-016.00	8.76	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP	
0013-00-016.01	2.43	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP	
0013-00-035.02	1.89	R30S	RMX	RN	JORDAN JOHNNY WAYNE	Mobile Home	
0013-00-036.00	10.34	R45	RMX	RN	MONROE HOWARD & DOVIE L	SF Home	
0013-00-039.00	4.71	R30P	RMX	RN	FARLEY DORIS MACK	Two SF Homes on One Lot	
0013-00-040.00	4.92	R45	RMX	RN	SMITH CHARLIE EUGENE ETAL	SF Home	
0013-00-042.00	10.67	R30P	RMX	RN	PORTER JAMES RANDALL	SF Home	
0082E-0C-009.00	9	I1	IMX	INS	LANCASTER COUNTY SCHOOL DISTRICT	School Operations Center	
0005-00-091.04	2.05	R15P	MX	LDR	BARBER JONNA PATTERSON	Patterson Family	MX
0005-00-091.05	4.83	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.05	1.32	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.05	1.13	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.06	0.96	R15P	MX	LDR	PATTERSON DEREK S	Patterson Family	MX
0005-00-096.00	5.82	R15P	MX	LDR	PATTERSON ALAN D	Patterson Family	MX
0005-00-091.01	2.55	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family w/ JP Auto Repair Buildings	MX
0005-00-104.00	5.63	B3	MX	GB	INDIANLAND LLC	Benson mini Storage Center (521 and Potts Rd)	
0005-00-111.00	5.04	B3	MX	GB	PANHANDLE LLC	Benson mini Storage Center (521 and Potts Rd)	
0005-00-112.00	2.13	B3	MX	GB	BENSON MINI STORAGE LLC	Benson mini Storage Center (521 and Potts Rd)	

Proposal: Request to rezone 42 parcels. The purpose of this request is to bring these parcels into conformance with current zoning regulations as described in the Lancaster County UDO (See Attachment 3).

Property Location: Properties are primarily located near the intersections of Doby's Bridge Rd and Charlotte Hwy, Fort Mill Hwy and Charlotte Hwy, and Springdale Rd and Williams Estate Dr. (TM # See Attachment 2)

Current Zoning District: Mixed-Use (MX), Residential Mixed-Use (RMX), or Industrial Mixed-Use (IMX)

Proposed Zoning District: Varies (See Attachment 3)

Applicant: Lancaster County

Council District: District 1, Terry Graham; District 2, Charlene McGriff; District 7, Brian Carnes

OVERVIEW

Background

In 2016, Lancaster County adopted the current Unified Development Ordinance (UDO) and its accompanying Zoning Map. During this process all parcels within the County received a new zoning designation. At that time the 42-parcels involved in this rezoning were designated as one of the three mixed-use districts: MX, IMX, or RMX. The County designated these properties as mixed-use in anticipation that these areas would be assembled by a large-scale developer and constructed as master planned developments. Nearly four years later, many of these properties are currently for sale individually or they have already developed independently. Roughly ten of the properties in this rezoning request are already fully developed. Since the zoning map adoption in 2016, 31-parcels have been rezoned to another zoning district from MX in order to be developed.

All properties involved in this rezoning request are currently zoned MX, RMX, or IMX and do not meet the required minimum development size of 25-acres. Because these parcels do not meet the minimum development size this will create challenges in developing these properties in the future if the current zoning was to be retained.

The current UDO requires all Mixed-Use projects be a minimum of 25-acres. This minimum development size is in place for the following reasons:

- All mixed-use developments are required to enter in to a Development Agreement with the County (South Carolina regulations for development agreements require a minimum of 25 acres of highland).
 - All mixed-use developments must submit a master plan. Master plans are required to demonstrate open space, interconnectivity, a mix of residential types, unified architectural design, etc. In order to incorporate these various elements a larger development site is necessary. (See UDO Chapter 9.2.9)
-

ANALYSIS, FINDINGS, AND CONCLUSION

Staff has assessed each parcel both in person and using official planning documents. Recommendations were developed based upon the parcels prior zoning, current use, surrounding zoning districts and uses, as well as consistency with the County's adopted Comprehensive Plan. By rezoning these properties to their recommended district, it is staff's intent to have each parcel become as conforming as possible, thereby providing property owners with use and development options under their new zoning district. All recommended zoning districts are consistent with the comprehensive plan.

FREQUENTLY ASKED QUESTIONS

The following will help answer common questions associated with this proposed rezoning. Questions are noted in **bold** font with responses identified in plain font underneath.

Will this rezoning keep me from rezoning this property in the future? This rezoning does not keep the property owner from requesting a different zoning district at a later date.

Will my taxes increase or decrease because of this rezoning? If the property changes use and classification as a result of the zoning change, then the property would be reassessed the following year. A zoning change that does not affect the use or classification would not subject the property to a reassessment. In other words, if the use of the property does not change, then the tax-rate will stay the same.

What does being considered non-conforming mean for my use of the property? Any change to what is currently existing would not be allowed. For example: a property is zoned MX and is two acres in size. The current use of the property is a single-family residence. If the owner wanted to make an addition to their home they would not be permitted to do so under the current zoning because that would be expanding a non-conforming use.

Will any properties be made non-conforming as a result of this rezoning? The goal of this rezoning is to bring as many of these properties into conformance with current code as possible; however there are a few outliers. Along Highway 160 there are a number of properties which were formerly used as single-family residential that are currently occupied by a variety of commercial uses (Kushi World Bazaar, contractor offices, and multiple used car dealerships). While the rezoning will now allow many commercial uses there are a few single-family homes along Highway 160 that are currently non-conforming in their recommended zoning district. One parcel involved in this rezoning has both a single-family residence as well as a commercial auto repair shop. There is currently no zoning district that allows both single-family dwellings and auto repair shops, meaning this parcel would be considered a non-conforming use.

PROPERTY OWNER REQUEST

Staff has received input from a limited number of property owners requesting zoning designations that differ from staff's recommendation. Those properties are listed below along with their requested zone. One property owner (Banks) has expressed their desire to remain in the MX District in spite of staff's assurances it would significantly limit future development of the property.

Staff is requesting Planning Commission consideration of the proposed deviations noted below when making their recommendation to County Council.

Location	Tax Map Number	Old Zone	Current Zone	Proposed Zone	Requested Zone	Property Owner
212 Patterson Ln	0005-00-091.04	R15P	MX	LDR	NB	BARBER JONNA PATTERSON
Patterson Lane	0005-00-091.05	R15P	MX	LDR	NB	PATTERSON DONNA S
Patterson Ln	0005-00-091.05	R15P	MX	LDR	NB	PATTERSON DONNA S
Patterson Ln	0005-00-091.05	R15P	MX	LDR	NB	PATTERSON DONNA S
Patterson Ln	0005-00-091.06	R15P	MX	LDR	NB	PATTERSON DEREK S
164 Patterson Ln	0005-00-096.00	R15P	MX	LDR	PB	PATTERSON ALAN D
182 Patterson Ln	0005-00-091.01	R15P	MX	LDR	NB	PATTERSON DONNA S
168 Fort Mill Hwy	0008-00-007.00	B2	MX	GB	?	MCGINN GEORGE BANKS

STAFF RECOMMENDATION

Staff recommends that the proposed district for each parcel be **approved** pursuant to the following findings of fact:

1. The subject properties do not meet the minimum area requirement to be developed in the current MX, RMX or IMX District, as applicable; and
2. In most cases staff's recommendation reverts properties to the closest existing zoning district to what each parcel was zoned prior to the 2016 county-wide rezoning (see attachment 3); and
3. Each parcel will become as conforming as possible, thereby providing property owners with use and development options under their new zoning district; and
4. All recommended zoning districts are consistent with the Comprehensive Plan.

ATTACHMENTS

1. Rezoning Application
2. Location Maps/ Zoning Maps
3. Subject Parcel List with Recommended Zoning Districts

STAFF CONTACT

Ashley Davis, Planner
adavis@lancastersc.net
803-416-9433



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address Multiple properties: see attachment

City _____ State _____ Zip _____ Tax Parcel ID See Attachment

Current Zoning MX,RMX,IMX Current Use See Attachment

Proposed Zoning See Attachment Total Acres _____

Project Description Rezoning of 42 non-conforming parcels.

Surrounding Property Description _____

CONTACT INFORMATION

Applicant Name Lancaster County

Address 101 N. Main St.

City Lancaster State SC Zip 29720 Phone 803-285-6005

Fax _____ Email planning@lanastersc.net

Property Owner Name _____

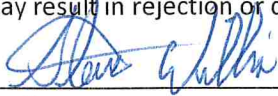
Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

APPLICATION CERTIFICATIONS

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.


Applicant

4-28-2020
Date

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. Submit Application

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.

PIN	Acres	OldZone	Zoning	Potential Zone	Property Owner	Notes
0005-00-094.00	2.23	R15P	MX	LDR	HAMILTON MARIE E	SF Residential
0005-00-094.01	2.55	R15P	MX	LDR	HAMILTON EARL & MARIE	SF Residential
0005-00-094.02	2.67	R15P	MX	LDR	BARFIELD ALFRED E & JUDY H	SF Residential
0005-00-094.03	2.8	R15P	MX	LDR	ELMS J W DOUGLAS	Vacant Residential Lot
0005-00-095.00	3.86	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot
0005-00-098.00	7.23	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot
0005-00-113.00	2.2	B3	MX	RB	MILLER CHARLES STEPHEN	Stateline ABC Store
0005-00-113.01	1.09	B3	MX	GB	WATERS CONVENIENCE STORES LLC ETAL	Good Year Auto Repair
0006-00-087.01	4.01	B1	MX	GB	KRANTHI REALTY LLC	Vacant Tract
0008-00-001.00	1.82	R15P	MX	LDR	TURNER MARGARET ELMORE	Residential Home
0008-00-001.01	15.63	R15P	MX	LDR	TURNER MARGARET ELMORE	Vacant Tract
0008-00-001.02	3.79	R15P	MX	GB	PS SOUTHEAST TWO LLC	Public Mini Storage on SC 160 (next to Bailes Ridge)
0008-00-003.00	1.75	B2	MX	GB	HONEYCUTT BRENDA C	SF Home
0008-00-004.00	1.78	B2	MX	GB	HUCKS GRACE H	Carolina Export Used Car Sales
0008-00-005.00	2.77	B2	MX	GB	NGO JAMES P	Max's Used Car Sales
0008-00-007.00	2.69	B2	MX	GB	MCGINN GEORGE BANKS	SF House
0008-00-008.00	0.83	B3	MX	GB	S3 INVESTORS LLC	Kushi World Bazaar (retail)
0008-00-009.00	0.44	B2	MX	GB	PALMETTO LAND DEVELOPMENT LLC	Contractor's Office
0008-00-010.00	0.43	B2	MX	GB	NEESE HOLDINGS LLC	Contractor's Office
0008-00-010.01	0.83	B2	MX	GB	GRINDSTAFF PROPERTIES INC	Indian Land Animal Hospital
0008-00-011.00	1.09	B2	MX	GB	CULP THOMAS W & JANE G REVOCAB	SF House
0008-00-011.03	4.67	I1	MX	GB	TYNDALL FAMILY ENTERPRISES LLC	Tyndall Furniture Store
0008-00-013.00	2.07	B3	MX	RB	GM LLC	Cobblestone Market Gas Station
0013-00-016.00	8.76	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP
0013-00-016.01	2.43	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP
0013-00-035.02	1.89	R30S	RMX	RN	JORDAN JOHNNY WAYNE	Mobile Home
0013-00-036.00	10.34	R45	RMX	RN	MONROE HOWARD & DOVIE L	SF Home
0013-00-039.00	4.71	R30P	RMX	RN	FARLEY DORIS MACK	Two SF Homes on One Lot
0013-00-040.00	4.92	R45	RMX	RN	SMITH CHARLIE EUGENE ETAL	SF Home
0013-00-042.00	10.67	R30P	RMX	RN	PORTER JAMES RANDALL	SF Home
0013-00-047.02	14.87	B3	MX	GB	LANCASTER COLLINS RD LLC	Vacant
0082E-0C-009.00	9	I1	IMX	INS	LANCASTER COUNTY SCHOOL DISTRICT	School Operations Center
0005-00-091.04	2.05	R15P	MX	LDR	BARBER JONNA PATTERSON	Patterson Family
0005-00-091.05	4.83	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.05	1.32	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.05	1.13	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.06	0.96	R15P	MX	LDR	PATTERSON DEREK S	Patterson Family
0005-00-096.00	5.82	R15P	MX	LDR	PATTERSON ALAN D	Patterson Family
0005-00-091.01	2.55	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family w/ JP Auto Repair Buildings
0005-00-104.00	5.63	B3	MX	GB	INDIANLAND LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)
0005-00-111.00	5.04	B3	MX	GB	PANHANDLE LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)
0005-00-112.00	2.13	B3	MX	GB	BENSON MINI STORAGE LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)











PIN	Acres	OldZone	Zoning	Potential Zone	Property Owner	Notes
0005-00-094.00	2.23	R15P	MX	LDR	HAMILTON MARIE E	SF Residential
0005-00-094.01	2.55	R15P	MX	LDR	HAMILTON EARL & MARIE	SF Residential
0005-00-094.02	2.67	R15P	MX	LDR	BARFIELD ALFRED E & JUDY H	SF Residential
0005-00-094.03	2.8	R15P	MX	LDR	ELMS J W DOUGLAS	Vacant Residential Lot
0005-00-095.00	3.86	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot
0005-00-098.00	7.23	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot
0005-00-113.00	2.2	B3	MX	RB	MILLER CHARLES STEPHEN	Stateline ABC Store
0005-00-113.01	1.09	B3	MX	GB	WATERS CONVENIENCE STORES LLC ETAL	Good Year Auto Repair
0006-00-087.01	4.01	B1	MX	GB	KRANTHI REALTY LLC	Vacant Tract
0008-00-001.00	1.82	R15P	MX	LDR	TURNER MARGARET ELMORE	Residential Home
0008-00-001.01	15.63	R15P	MX	LDR	TURNER MARGARET ELMORE	Vacant Tract
0008-00-001.02	3.79	R15P	MX	GB	PS SOUTHEAST TWO LLC	Public Mini Storage on SC 160 (next to Bailes Ridge)
0008-00-003.00	1.75	B2	MX	GB	HONEYCUTT BRENDA C	SF Home
0008-00-004.00	1.78	B2	MX	GB	HUCKS GRACE H	Carolina Export Used Car Sales
0008-00-005.00	2.77	B2	MX	GB	NGO JAMES P	Max's Used Car Sales
0008-00-007.00	2.69	B2	MX	GB	MCGINN GEORGE BANKS	SF House
0008-00-008.00	0.83	B3	MX	GB	S3 INVESTORS LLC	Kushi World Bazaar (retail)
0008-00-009.00	0.44	B2	MX	GB	PALMETTO LAND DEVELOPMENT LLC	Contractor's Office
0008-00-010.00	0.43	B2	MX	GB	NEESE HOLDINGS LLC	Contractor's Office
0008-00-010.01	0.83	B2	MX	GB	GRINDSTAFF PROPERTIES INC	Indian Land Animal Hospital
0008-00-011.00	1.09	B2	MX	GB	CULP THOMAS W & JANE G REVOCAB	SF House
0008-00-011.03	4.67	I1	MX	GB	TYNDALL FAMILY ENTERPRISES LLC	Tyndall Furniture Store
0008-00-013.00	2.07	B3	MX	RB	GM LLC	Cobblestone Market Gas Station
0013-00-016.00	8.76	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP
0013-00-016.01	2.43	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP
0013-00-035.02	1.89	R30S	RMX	RN	JORDAN JOHNNY WAYNE	Mobile Home
0013-00-036.00	10.34	R45	RMX	RN	MONROE HOWARD & DOVIE L	SF Home
0013-00-039.00	4.71	R30P	RMX	RN	FARLEY DORIS MACK	Two SF Homes on One Lot
0013-00-040.00	4.92	R45	RMX	RN	SMITH CHARLIE EUGENE ETAL	SF Home
0013-00-042.00	10.67	R30P	RMX	RN	PORTER JAMES RANDALL	SF Home
0082E-0C-009.00	9	I1	IMX	INS	LANCASTER COUNTY SCHOOL DISTRICT	School Operations Center
0005-00-091.04	2.05	R15P	MX	LDR	BARBER JONNA PATTERSON	Patterson Family
0005-00-091.05	4.83	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.05	1.32	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.05	1.13	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family
0005-00-091.06	0.96	R15P	MX	LDR	PATTERSON DEREK S	Patterson Family
0005-00-096.00	5.82	R15P	MX	LDR	PATTERSON ALAN D	Patterson Family
0005-00-091.01	2.55	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family w/ JP Auto Repair Buildings
0005-00-104.00	5.63	B3	MX	GB	INDIANLAND LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)
0005-00-111.00	5.04	B3	MX	GB	PANHANDLE LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)
0005-00-112.00	2.13	B3	MX	GB	BENSON MINI STORAGE LLC	Benson mini Storage Center/non confirming (521 and Potts Rd)



DATE: 8/17/2020

TO: COUNTY COUNCIL

FROM: ASHLEY DAVIS, PLANNER

RE: MIXED USE REZONING- PLANNING COMMISSION RECOMMENDATIONS

On August 6, 2020, the Lancaster County Planning Commission held a public hearing regarding the County-initiated Mixed Use (MX) rezoning project involving forty-two (42) parcels. After substantive discussion and consideration of public comments, the Planning Commission issued a recommendation generally consistent with the staff recommendation, but containing approximately three (3) groups of deviations requested by property owners.

A number of property owners requested to have their parcels removed from the rezoning and retain their existing mixed-use zoning designation. The owners or their representatives explained to staff that these properties are involved in private real estate transactions involving their incorporation into existing MX zoned developments or are to be combined together to meet the 25-acre development area threshold. Planning Commission recommends these parcels be removed from the rezoning request. Both staff and Planning Commission are requesting that if these parcels are removed from this rezoning that they sign a letter of acknowledgement stating they acknowledge their parcel will continue to be non-conforming (individually due to size) which could hinder its development . These parcels are highlighted on the following page in yellow.

One property owner has requested her property be zoned General Business (GB) versus the recommended low Density Residential (LDR) district. The parcel in question is currently 18.15 acres in size. In 2007, the property was approximately 21.94 acres in size. At that time, 13.41 acres were rezoned from R15P (current equivalent is LDR) to B3 (current equivalent is GB). It appears that the plat to accompany the rezoning and subdivide the land was not recorded until November 2015. No deeds to subdivide this property have been recorded and therefore the parcel has not been split by the Assessor's office. Given this information staff recommends the parcel be split as originally intended and the 13.41 acres (which is now 9.62 acres due to the sale of 3.79 acres to PS Southeast Two, LLC) be rezoned to General Business (GB) and the remainder of the property be zoned Low Density Residential (LDR). This parcel is highlighted in blue on the following page.

Please feel free to contact me at 416-9433 should you have any questions.

Enc: Rezoning List with Planning Commission Recommendation

PIN	Acres	OldZone	Zoning	Potential Zone	Property Owner	Property Discription	PC Recommendation
0005-00-094.00	2.23	R15P	MX	LDR	HAMILTON MARIE E	SF Residential	
0005-00-094.01	2.55	R15P	MX	LDR	HAMILTON EARL & MARIE	SF Residential	
0005-00-094.02	2.67	R15P	MX	LDR	BARFIELD ALFRED E & JUDY H	SF Residential	
0005-00-094.03	2.8	R15P	MX	LDR	ELMS J W DOUGLAS	Vacant Residential Lot	
0005-00-095.00	3.86	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot	
0005-00-098.00	7.23	R15P	MX	LDR	BARR ROBERT L	Vacant Residential Lot	
0005-00-113.00	2.2	B3	MX	RB	MILLER CHARLES STEPHEN	Stateline ABC Store	
0005-00-113.01	1.09	B3	MX	GB	WATERS CONVENIENCE STORES LLC ETAL	Good Year Auto Repair	
0006-00-087.01	4.01	B1	MX	GB	KRANTHI REALTY LLC	Vacant Tract	
0008-00-001.00	2.01	R15P	MX	LDR	TURNER MARGARET ELMORE	Residential Home	
0008-00-001.01	18.15	R15P/ B3	MX	LDR	TURNER MARGARET ELMORE	Vacant Tract	GB
0008-00-001.02	3.79	R15P	MX	GB	PS SOUTHEAST TWO LLC	Public Mini Storage on SC 160 (next to Bailes Ridge)	
0008-00-003.00	1.75	B2	MX	GB	HONEYCUTT BRENDA C	SF Home	
0008-00-004.00	1.78	B2	MX	GB	HUCKS GRACE H	Carolina Export Used Car Sales	
0008-00-005.00	2.77	B2	MX	GB	NGO JAMES P	Max's Used Car Sales	
0008-00-007.00	2.69	B2	MX	GB	MCGINN GEORGE BANKS	SF House	MX
0008-00-008.00	0.83	B3	MX	GB	S3 INVESTORS LLC	Kushi World Bazaar (retail)	
0008-00-009.00	0.44	B2	MX	GB	PALMETTO LAND DEVELOPMENT LLC	Contractor's Office	
0008-00-010.00	0.43	B2	MX	GB	NEESE HOLDINGS LLC	Contractor's Office	
0008-00-010.01	0.83	B2	MX	GB	GRINDSTAFF PROPERTIES INC	Indian Land Animal Hospital	
0008-00-011.00	1.09	B2	MX	GB	CULP THOMAS W & JANE G REVOCAB	SF House	
0008-00-011.03	4.67	I1	MX	GB	TYNDALL FAMILY ENTERPRISES LLC	Tyndall Furniture Store	
0008-00-013.00	2.07	B3	MX	RB	GM LLC	Cobblestone Market Gas Station	
0013-00-016.00	8.76	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP	
0013-00-016.01	2.43	B3	MX	RB	521 LAND PARTNERS LLC	Vacant Near INSP	
0013-00-035.02	1.89	R30S	RMX	RN	JORDAN JOHNNY WAYNE	Mobile Home	
0013-00-036.00	10.34	R45	RMX	RN	MONROE HOWARD & DOVIE L	SF Home	
0013-00-039.00	4.71	R30P	RMX	RN	FARLEY DORIS MACK	Two SF Homes on One Lot	
0013-00-040.00	4.92	R45	RMX	RN	SMITH CHARLIE EUGENE ETAL	SF Home	
0013-00-042.00	10.67	R30P	RMX	RN	PORTER JAMES RANDALL	SF Home	
0082E-0C-009.00	9	I1	IMX	INS	LANCASTER COUNTY SCHOOL DISTRICT	School Operations Center	
0005-00-091.04	2.05	R15P	MX	LDR	BARBER JONNA PATTERSON	Patterson Family	MX
0005-00-091.05	4.83	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.05	1.32	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.05	1.13	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family	MX
0005-00-091.06	0.96	R15P	MX	LDR	PATTERSON DEREK S	Patterson Family	MX
0005-00-096.00	5.82	R15P	MX	LDR	PATTERSON ALAN D	Patterson Family	MX
0005-00-091.01	2.55	R15P	MX	LDR	PATTERSON DONNA S	Patterson Family w/ JP Auto Repair Buildings	MX
0005-00-104.00	5.63	B3	MX	GB	INDIANLAND LLC	Benson mini Storage Center (521 and Potts Rd)	
0005-00-111.00	5.04	B3	MX	GB	PANHANDLE LLC	Benson mini Storage Center (521 and Potts Rd)	
0005-00-112.00	2.13	B3	MX	GB	BENSON MINI STORAGE LLC	Benson mini Storage Center (521 and Potts Rd)	

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission will conduct a public hearing on Thursday, August 6, 2020 at 5:00 PM. The Lancaster County Council will conduct a public hearing on Monday, August 24, 2020 at 6:00 PM. All hearings will be located at the Lancaster County Administrative Building located at 101 N. Main Street, Room 224, Lancaster, SC.

1. RZ-020-1614; Application by Lancaster County to rezone 42 parcels (see the table below).

PIN	Acres	Zoning	Potential Zone
0005-00-094.00	2.23	MX	LDR
0005-00-094.01	2.55	MX	LDR
0005-00-094.02	2.67	MX	LDR
0005-00-094.03	2.8	MX	LDR
0005-00-095.00	3.86	MX	LDR
0005-00-098.00	7.23	MX	LDR
0005-00-113.00	2.2	MX	RB
0005-00-113.01	1.09	MX	GB
0006-00-087.01	4.01	MX	GB
0008-00-001.00	1.82	MX	LDR
0008-00-001.01	15.63	MX	LDR
0008-00-001.02	3.79	MX	GB
0008-00-003.00	1.75	MX	GB
0008-00-004.00	1.78	MX	GB
0008-00-005.00	2.77	MX	GB
0008-00-007.00	2.69	MX	GB
0008-00-008.00	0.83	MX	GB
0008-00-009.00	0.44	MX	GB
0008-00-010.00	0.43	MX	GB
0008-00-010.01	0.83	MX	GB
0008-00-011.00	1.09	MX	GB
0008-00-011.03	4.67	MX	GB
0008-00-013.00	2.07	MX	RB
0013-00-016.00	8.76	MX	RB
0013-00-016.01	2.43	MX	RB
0013-00-035.02	1.89	RMX	RN
0013-00-036.00	10.34	RMX	RN
0013-00-039.00	4.71	RMX	RN
0013-00-040.00	4.92	RMX	RN
0013-00-042.00	10.67	RMX	RN
0013-00-047.02	14.87	MX	GB
0082E-0C-009.00	9	IMX	INS
0005-00-091.04	2.05	MX	LDR
0005-00-091.05	4.83	MX	LDR
0005-00-091.05	1.32	MX	LDR
0005-00-091.05	1.13	MX	LDR
0005-00-091.06	0.96	MX	LDR
0005-00-096.00	5.82	MX	LDR
0005-00-091.01	2.55	MX	LDR
0005-00-104.00	5.63	MX	GB
0005-00-111.00	5.04	MX	GB
0005-00-112.00	2.13	MX	GB

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons needing special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

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January 13, 2

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The Lancaster News

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission will conduct a public hearing on Thursday, August 6, 2020 at 5:00 PM. The Lancaster County Council will conduct a public hearing on Monday, August 24, 2020 at 6:00 PM. All hearings will be located at the Lancaster County Administrative Building located at 101 N. Main Street, Room 224, Lancaster, SC.

1. RZ-020-1614: Application by Lancaster County to rezone 42 parcels (see the table below).

PIN	Acres	Zoning	Potential Zone
0005-00-094.00	2.23	MX	LDR
0005-00-094.01	2.55	MX	LDR
0005-00-094.02	2.67	MX	LDR
0005-00-091.05	4.83	MX	LDR
0005-00-091.05	1.32	MX	LDR
0005-00-091.05	1.13	MX	LDR
0005-00-091.06	0.96	MX	LDR
0005-00-096.00	5.82	MX	LDR
0005-00-091.01	2.55	MX	LDR
0005-00-104.00	5.63	MX	GB
0005-00-111.00	5.04	MX	GB
0005-00-112.00	2.13	MX	GB

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department, which is located at 101 North Main Street, Room 108 Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *July 19, 2020 (ran in TN in error. ad was no charged)*

Bevera G. Grubbs

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Whether to appoint Brent Stogner to the Recreation Advisory Board as the second District 3 representative. He will be replacing Tim Hallman, who has resigned and, if appointed, he will be serving an unexpired term that will end on 06/30/2021.

Points to Consider:

The application from Brent Stogner is attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointment.

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Brent Stogner for the Recreation Advisory Board	8/18/2020	Backup Material

**LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE**

Name Brent Stogner County Council District 3

Mailing Address _____ City/Zip Lancaster, SC 29720

Street Address _____ Registered Voter yes^x____ no____

Tel. Number (home) _____ (work) _____ (other) _____

Email: brent.stogner@comporium.com

Occupation Engineer Place of employment Comporium Communications

Address PO Box 470 Rock Hill, SC 29730 Normal working hours 8am-5pm M-F
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Recreation Advisory Committee 2nd choice _____

3rd choice _____

Reason for interest

I believe in volunteering and serving in the community whenever there is a need

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

BS Mechanical Engineering, University of South Carolina

I am currently on the Advisory Board of the Moriah Baptist Association Basketball League. I have served as a coach for LCPR football, basketball and softball programs. I have also served on the BOD for Lancaster Dixie Baseball.

Do you presently serve any State, County or Municipal Boards? No If yes, list _____

Have you ever served on a county board? Yes If yes, list Joint Planning Commission

Additional pertinent information

Applicant's signature

signed via SeamlessDocs.com
Corey Brent Stogner
Key: 34d9b47d83d7e87ae264bd1c81dd861

Date 8/5/2020

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration and Clay Catoe/EMS Director

Department: Administration

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

This is a 100% grant so no action is needed by Council. This is information so that Council will be aware of this grant.

Points to Consider:

Dr. Paul McKenzie worked with EMS to submit a grant request (SAMHSA - Substance Abuse and Mental Health Services Administration - part of the US Department of Health and Human Services).

The grant has 3 objectives:

To increase the capacity of EMS to address overdoses; and

To provide training for additional medics to obtain Paramedic licenses; and

To recruit future medics into the system.

Specific objectives to meet these goals are found on the grant documents attached to this Agenda Item Summary.

Funding and Liability Factors:

This is a 100% grant and the budget narrative is attached. The total grant budget is \$199,571, all of which is federal funding.

Council Options:

N/A as this is a 100% grant. Yet again I do need to ask Council to join me in thanking Dr. Paul McKenzie for his outstanding work.

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Notice of Award	8/16/2020	Exhibit
EMS Grant - Budget	8/16/2020	Exhibit
EMS Grant - Narrative	8/16/2020	Exhibit



Grant Number: 1H79FG000350-01
FAIN: H79FG000350
Program Director: PAUL MCKENZIE

Project Title: Lancaster County EMS Training Project

Organization Name: LANCASTER, COUNTY OF

Business Official: Steve Willis

Business Official e-mail address: swillis@lancastersc.net

Budget Period: 09/01/2020 – 08/31/2021

Project Period: 09/01/2020 – 08/31/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$199,571 (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to LANCASTER, COUNTY OF in support of the above referenced project. This award is pursuant to the authority of EMS Training grants are authorized under Section 330J of the and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on “Grants” then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79FG000350-01**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$34,000
Fringe Benefits	\$16,807
Equipment	\$49,500
Travel	\$22,614
Supplies	\$61,000
Contractual	\$15,650

Direct Cost	\$199,571
Approved Budget	\$199,571
Federal Share	\$199,571
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$199,571
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SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$199,571

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1576000370A1
Document Number:	20FG00350A
Fiscal Year:	2020

IC	CAN	Amount
FG	C96N710	\$199,571

IC	CAN	2020
FG	C96N710	\$199,571

FG Administrative Data:

PCC: REMST20 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79FG000350-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79FG000350-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – FG Special Terms and Conditions – 1H79FG000350-01

REMARKS

New Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted in response to the *Rural Emergency Medical Services Training Grant Funding Opportunity Announcement* (FG-20-005), has been selected for funding.

1a) This award reflects approval of the budget submitted *April 30, 2020* as part of the application by your organization.

2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

3. All responses to award terms and conditions and post award amendment requests must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading Grant

4. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg_accounts/register_commons.cfm.

5. Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

Clay Catoe, Project Director @ 20% level of effort

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Staff or otherwise) across all federally funded sources.

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-changes>. Any technical questions regarding the submission process should be directed to the eRA Service Desk: <http://grants.nih.gov/support/>.

SPECIAL TERMS

FUNDING LIMITATIONS/RESTRICTIONS

The funding restrictions for this project are as follows:

No more than 15 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.

The indirect cost rate may not exceed 8 percent of the proposed budget. Even if an organization has an established indirect cost rate, under training grants, SAMHSA reimburses indirect costs at a fixed rate of 8 percent of modified total direct costs, exclusive of tuition and fees, expenditures for equipment, and sub-awards and contracts in excess of \$25,000.

Risk Assessment

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative

review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

Marijuana Term

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Please email any related questions to MJQuestions@SAMHSA.HHS.GOV

SPECIAL CONDITIONS

Marijuana Special Condition (States)

By no later than **10/01/2020**, please submit an attestation statement confirming compliance with the language below.

For state grantees, language in attestation should read, "I certify that all sub recipients comply with the following language:

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

*The attestation statement must be on letterhead and signed by the **Authorized Representative** or **Business Official**.*

Please email any related questions to MJQuestions@SAMHSA.HHS.GOV

All responses to award terms and conditions must be submitted as .pdf documents in

eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Participant Protection Special Term & Condition

By October 1, 2020, please provide your response to the following Participant Protection concern raised by SAMHSA's Initial Review Group:

The Committee reviewed the applicant organization's plans for ensuring confidentiality and SAMHSA participant protection and expressed concerns that the applicant organization did not provide a sample

consent form that documents that trainees consent to participate in the data collection component of the project.

The response needs to be uploaded via eRA Commons (more information can be found at <https://www.samhsa.gov/grants/grants-training-materials> 'Notice of Award: How to Respond to Terms

and Conditions Training'). Please also email, with the grant number in the Subject line, the response to your assigned Government Project Officer and SAMHSA/CSAT's Participant Protection Officers (Dr. Kirk E. James; kirk.james@samhsa.hhs.gov and Dr. Ali Manwar).

All grant funds are available for this project except for those funds directly related to Participant Protection issues as outlined in the FOA. Currently, only activities that do not directly involve Participant

Protection issues (i.e., are clearly severable and independent from those activities that do involve Participant Protection issues) may be conducted under this award. This restriction of funds will only be lifted if the Participant Protection issue noted above is appropriately addressed by you as the grantee and resolved to the satisfaction of your designated Government Project Officer and a SAMHSA/CSAT Participant Protection Officer.

Key Personnel & Level of Effort

The FOA requires a Project Director (PD) budgeted for a minimum of 1.0 full-time equivalent (FTE). The Project Director (PD) is a key personnel for this grant and the PD position, name of individual, Annual Salary/Rate and level of effort must be included in the Personnel section (and/or the Contractual Section if the position is contracted) even if the position is filled at no cost/in kind to SAMHSA. Submit a revised [SF-424A](#), detailed budget and narrative justification listing the PD position at the required 1.0 full-time equivalent (FTE) for approval.

STANDARD TERMS AND CONDITIONS

REPORTING REQUIREMENTS

Data Collection and Performance Measurement

Government Performance and Results (GPRA) Modernization Act

All SAMHSA recipients are required to collect and report certain data, so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010.

You must document your plan for data collection and reporting in Section D: Data Collection and Performance Measurement.

Recipients are required to report performance on measures such as the following:

- The number of emergency medical services personnel recruited;
- The number of emergency medical services personnel trained;
- The number of emergency medical services personnel who are licensed/certified as a result of funding support in this grant program;
- The number of courses conducted that qualify graduates to serve in an EMS agency;
- The number of courses on mental and substance use disorders offered as a result of this funding;
- The number of specific trainings funded to meet Federal or State licensing or certification requirements;
- The number of technology-enhanced educational methods developed to educate EMS providers; and
- The application of training to change EMS practice.

This information will be reported using SAMHSA's Performance Accountability and Reporting System (SPARS).

Additional information about SPARS can be found at <https://spars.samhsa.gov/>.

The frequency of data reporting will be determined and communicated to recipients following the award.

Performance Progress Report (PPR)

Report on project progress is due at the midpoint of Year 1 (6 months post award) and an annual report at the end of the first year.

First Report (6 months) due by March 30, 2021

Second Report (Annual) due by November 30, 2021

The Annual Report may be required as part of the grant closeout packet as well. More information will be provided after award.

The Programmatic Report must be submitted as a .pdf to the View Terms Tracking Details page

The Annual Programmatic Report must discuss project progress, barriers encountered, and efforts to overcome these barriers, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to respond to tracked terms and conditions, please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual Federal Financial Report (SF-425)

By November 30, 2021, submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and should reflect only cumulative actual Federal funds authorized and disbursed, any non-Federal matching funds (if identified in the Funding Opportunity Announcement (FOA)), unliquidated obligations incurred, the unobligated balance of the Federal funds for the award, as well as program income generated during the timeframe covered by the report. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

FFR reporting must be entered directly into the eRA Commons system. Instructions on how to submit a Federal Financial Report (FFR) via the eRA Commons is available at <https://www.samhsa.gov/sites/default/files/how-to-submit-a-samhsa-ffr.pdf>.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Closeout

In accordance with 45 CFR §75.309 and §75.381, recipients have ninety (90) days after grant expiration in order to reconcile accounts and liquidate funds. On the 91st day after the end of the project period the PMS account for this grant is locked. SAMHSA does not approve extensions to the 90 day post-grant reconciliation/liquidation period. Recipients must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award

Refer to the following SAMHSA for Closeout Standard Terms and Conditions for awards issued in Fiscal Year 2020 <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Additional information on closeout is available at <https://www.samhsa.gov/grants/grants-management/grant-closeout>.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Humberto Carvalho, Program Official

Phone: (240) 276-2974 **Email:** Humberto.Carvalho@samhsa.hhs.gov

David Foote, Grants Specialist

Phone: 240-276-0767 **Email:** David.Foote@samhsa.hhs.gov

BUDGET JUSTIFICATION

Budget Line Item	Justification	Key Staff	Annual Salary/Rate	Level of Effort	Total Charge to Award
PERSONNEL					
Principle Investigator	Emergency Medical Services Director. Duties include fiscal oversight, hiring and supervision, required reporting, and liaison with federal program officers.	Yes	\$70,000	20%	\$14,000
Project Director	Vacant, to be hired within first 60 days of anticipated award date. Duties includes recruitment and retention, training, coordination of travel, etc.	No	\$40,000	50%	\$20,000
	TOTAL PERSONNEL:				\$34,000

Position	Justification	Rate	Total Salary Charged to Award	Total Charge to Award
FRINGE				
FICA	Federal Insurance Contributions Act for SS and Medicare	7.65%	\$34,000	\$2,601
State Retirement	SC public employee state retirement (14.56%)	14.56%	\$34,000	\$4,950.40
Health Insurance	Health Insurance for both workers 20% x \$13,073 + 50% x \$13,073. \$13,073 is the amount for public employees.	N/A	N/A	\$9,151.1
Workers Comp	Workers comp in SC has a rate of 0.31%.	0.31%	\$105.40	\$105.40
	TOTAL FRINGE:			\$16,807.90

BUDGET LINE ITEM	JUSTIFICATION	Rate	Cost
EQUIPMENT			
Computer	One laptop for Coordinator and printer use in administrative duties. Based on agency procurement rate (Laptop at \$1,350, printer at \$150). Laptop will be used to track metrics such as hours of class time, employees hired, and number of EMTs that have successfully become paramedics. Printer will be used to print materials for students' classes and any necessary reporting.	1 x \$1,500	\$1,500
Uniforms	Pants, shirts, rain jacket, winter jacket, boots, belt, hat, toboggan, and N95 mask for each new employee (project 8 total)	8 x \$1,500	12,000
2-Way Radios	Motorola APX 4000 2 Way Radio for each new employee (projected 8 total)	8 x \$4,500	\$36,000
	TOTAL EQUIPMENT		\$49,500
SUPPLIES			
Naloxone	Naloxone for treatment of Overdose. Cost is based on procurement rate for county of \$50 per 2 doses.	2 for \$50 x 250	\$12,500
Paramedic Training	Classes for current EMTs to become Paramedics. Classes cost \$6,000 and 4 EMTs will be picked to complete the classes based on Project Director's discretion.	4 x \$6,000	\$24,000
EMT Training	Classes for new recruits to become EMTs. Lancaster County EMS needs to fill 8 vacancies this coming year and the cost per class is \$900.	8 x \$1,500	\$12,000
Signing Bonus	Signing Bonus for new employees to fill vacancies. As per county resolution to recruit high need positions.	8 x \$1,000	\$8,000

Billboard Advertising	Advertising billboards in neighboring counties where the majority of workforce comes from. Cost is based on procurement rate of \$250 per month.	\$250/mo x 6 mo x 3 counties	\$4,500
TOTAL SUPPLIES:			\$61,000

Purpose	Destination	Item	Calculation	Travel Cost
TRAVEL				
Travel to Columbia for Paramedic Training	Lancaster, SC to Columbia, SC via car. Amount is based on mileage of 61 miles each way for 3 classes per week for 50 weeks.	Mileage	61 miles x 2 times day x 3 times week x 50 weeks = 18,300 miles @ .58/miles	\$10,614
		Per Diem (meals and incidentals)	\$20/day x 4 persons x 150days	\$12,000
TOTAL TRAVEL:				\$22,614
CONTRACTUAL				
Video Recruitment	Creating a recruitment video to attract talent from other counties. Cost includes 150 hours of a field producer (\$35 per hour x 100), plus postproduction (sound, graphics, special effects, and editing - \$25 per hour 400 hours), plus duplication (\$400).		\$15,650	\$15,650
Data Collection and Performance Monitoring	Data collection and performance assessment to ensure new employees were hired on, classes were passed, information on naloxone administered is collected, etc. Employees will be interviewed to collect further data about effectiveness of training. (100 hours at \$30/hr)		\$3,000	\$3,000
TOTAL CONTRACTUAL:				\$15,650

TOTAL PROGRAM BUDGET: \$199,571.90

Section A: Population of Focus and Statement of Need

A1. Population of Focus – Geographic Catchment Area

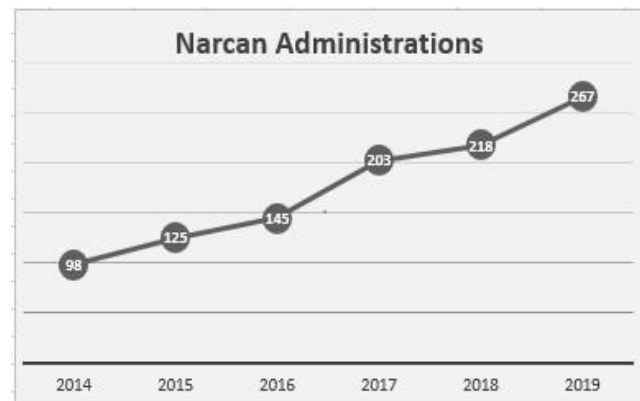
Something amazing is taking place rural Lancaster, South Carolina. A coalition of **40 public, private, civic, corporate, and faith-based partners** have joined together to target critical concerns including **crime, domestic violence**, and the growing **opioid epidemic**. To guide this work, the group employed the most rigorous community assessment **ever conducted in Lancaster history**, comprised of **ten years of longitudinal data, 20 public forums**, and **100,000 surveys** targeting **law enforcement, treatment providers, youth, parents, teachers, business leaders, churches, and non-profit organizations**. Finally, volunteers **canvassed door-to-door** within a **6.2 square mile area, 3,814 homes**, located in the **highest poverty neighborhoods in the entire state**, and of significant focus within the proposed project. Based on this analysis, the population of focus will include the entire **rural county** (a **micro-statistical area** as defined by the Office of Management & Budget, and depicted in the **census map in the attachment section**.)

Lancaster County, SC	
Total Population	89,546
White	74%
Black	21%
Hispanic	5%

A2. Extent of Problem in The Catchment Area, Service Gaps.

The Opioid epidemic has had a **disproportionate impact on rural communities**, with South Carolina holding the **largest heroin death rate increase** at 57%¹. Data from the Lancaster Sheriff's Office mirrors this growth with a **146% increase in overdose cases** from 2016-17, and it has only grown worse since then. Lancaster now has the **4th highest Addiction Severity Ranking in the state** (DAODAS, 2019). The Coroner made headlines reporting a **400% increase in overdose deaths** in 2017, now even higher, with **75% of those overdose deaths due to Fentanyl**. In the past five years the solicitor's office has seen a staggering **800% increase** in drug- related cases. In 2011, drug offenses represented 10% of cases prosecuted, but now account for over 40%. With an annual average of 300 treatment admissions in the county, in 2017 **Opioids surpassed Cocaine**, second only to alcohol.

Emergency Medical Services has seen an explosion of response calls related to Opioids, with administrations of NARCAN **nearly tripling over the past five years**. This increase in overdose calls has come while the number of paramedics in the county has **decreased by 22%** due to challenges Lancaster County EMS faces in competing with neighboring counties for talent. On top of that, **11 current employees are eligible to retire** within the next three years, significantly reducing the number of EMTs and paramedics available to service the county. In a nationwide study of EMS systems in rural areas done by the Rural Health Research Center², it was found that the mean number of paramedics and EMTs per 1,000 EMS calls was 4.1 and 5.1,



¹ Daily Caller News Foundation; Synthetic Opioid Deaths Ravage States; 12/18/16

² Rural Health Research Center; Prehospital Emergency Medical Services Personnel in Rural Areas

respectively, in large rural areas such as Lancaster County. However, Lancaster County is **currently operating significantly lower at 2.5 paramedics per 1,000 calls and 4.1 EMTs per 1,000 calls** with the **population skyrocketing by approximately 10 people per day** for the last 5 years.

Finally, Lancaster County is facing **an aging population** with 20.6% of residents being 65 and over compared to the United States average of 16%. (ACS 2018 – 1 year). As that large portion of the county's population continues to age and use more health resources, overdoses continue their staggering rise, and the number of paramedics in the county continues to decrease, Lancaster County is in dire need of additional paramedics, EMTs, and training to handle these pressing issues.

Column	Lancaster County			
Under 18	22.2%	±1.6%	21,139	±1,537.3
18 to 64	57.3%	±3.5%	54,606	±3,298.3
65 and over	20.6%†	±2.2%	19,635	±2,094.2

SECTION B: PROPOSED APPROACH

B1. Goals & Objectives of Project and Alignment with Statement of Need

Three goals and commensurate set of objectives have been established for the proposed project:

GOAL 1: Increase the capacity of first responders to reduce Opioid overdose, including training on the appropriate administration of naloxone, safety protocol with fentanyl and other dangerous drugs, and adequate supplies and equipment

GOAL 2: Increase the number of EMTs and Paramedics at Lancaster County EMS through advertising and incentives in order to handle increased demand from the opioid epidemic, an aging population, and a growing population.

GOAL 3: Increase the proficiency and abilities of the EMS force in Lancaster County by providing the appropriate training and experience for current EMTs to become paramedics

Target Group	Unduplicated Number of Individuals Trained
EMTs training to become paramedics	4
New hires training to become EMTs	8

Statement of Need	Aligned Goal(s)
Large increase in OD cases and deaths	1, 2, & 3
75% of OD increase attributed to fentanyl	1 & 3
Large increase in Narcan administrations	1
Chronic understaffing & competition for talent	2
Large elderly population	2 & 3

Objective 1: Within four months of grant award, the proposed **administrative staffing plan will be fully complete (Project Coordinator)**, as outlined in project narrative and budget as measured by signed and executed employment contracts.

Objective 2: An **inventory of Naloxone** will be installed and replenished in all Emergency Medical Services vehicles, as measured by monthly inventory checklists.

Objective 3: 90% of the Emergency Medical Services force will complete an **annual training on the proper administration of naloxone**, with the first wave completed within six months of initial grant funding. Ongoing training will be conducted quarterly over the tenure of the grant period to accommodate to new hires. As measured by quarterly reports collected by the Project Coordinator, with sign-in sheets completed at the completion of each training session.

Objective 4: 90% of the Emergency Medical Services force will complete annual **training related to safety protocols** around fentanyl, carfentanil, and other dangerous drugs to reduce exposure risk, with first wave completed within 6 months of funding, and ongoing training conducted quarterly over the grant to accommodate new hires. As measured by quarterly reports collected by Project Coordinator, with sign-in sheets completed at each training session.

Objective 5: A **high quality recruitment video will be produced** in the first six months by a film professional and marketed to neighboring counties via social media, digital signage in local restaurants, and job fairs as measured by executed contracts.

Objective 6: **Recruiting advertisements will be strategically placed on billboards** in neighboring counties based on where the majority of the current employees have come from in order to attract more talent. This will be measured by the executed contracts with the ad agencies that own the billboards.

Objective 7: By the end of the funding period, **four EMTs will have successfully** completed the training and experience needed to **become a paramedic** and **eight new hires will have successfully** completed the training and experience to **become an EMT** as measured by school records showing completion of the courses.

Objective 8: By the end of the funding period, Lancaster County Emergency Medical Services will have **added eight new recruits and provided them with the proper uniform and equipment**, as measured by hiring documentation and equipment purchase orders.

Objective 9: There will be a 10% **reduction in overdose deaths** related to Opioid class drugs by the end of the funding period, as measured by Department of Health and Environmental Controls (DHEC) annual reports.

Objective 10: Response times to calls will be reduced by 15% by the end of the funding period, as measured by data kept by the EMS dispatch logs

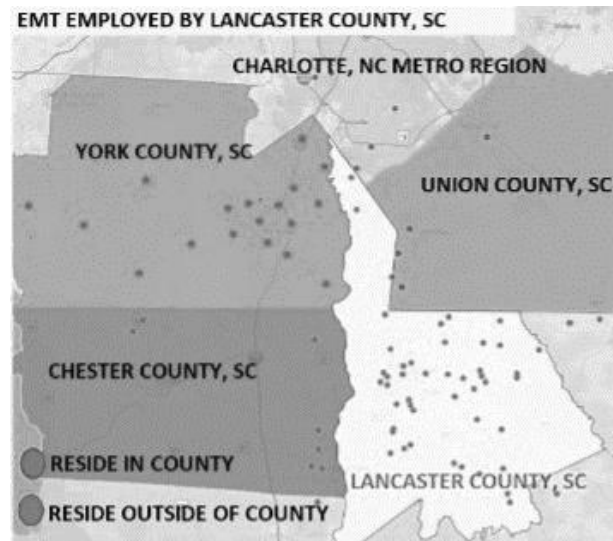
The chart on page 6 summarizes the overall implementation plan and schedule including key tasks, responsible party, and target dates. In addition key benchmarks are described for the project.

B2. How You Will Implement the Required Activities as Stated in Section I.2.

Founded in 1971 and the location of the very first EMS training class held in South Carolina, Lancaster County EMS is a highly competent team **that services over 17,000 calls each year**. The proposed project represents an expansion of positions and services that the applicant organization is well experienced with, and because of this, it will **significantly enhance the overall implementation process**. The applicant is also well experienced in licensure and reporting requirements, assessment protocols, and the importance of grant evaluation. The overall implementation process will be defined by six distinct steps, as outlined below:

STEP I: Staff the Project In order to make sure the project adheres to the required activities and the objectives listed in the previous section, a Project Coordinator will be assigned to oversee activities funded by the grant. This position will be assigned to a current paramedic with administrative skills and at least 10 years of experience in the field. By overseeing all grant funded activities, they will be the primary personnel to assist with implementation, management, and evaluation. **The job description** has been devised and if funded, the position will be advertised, interviewed for, and selected with careful attention to **education, experience, and understanding of local culture, language, and conditions**. This role will comprise 50% of the employee's work hours, while the rest of their time will be spent in the field as a paramedic. This will give them first hand insight into the effectiveness of the grant funded activities and the new staff that will be added.

STEP II: Recruitment – As mentioned in the statement of need, Lancaster County is facing stiff competition for EMS talent from neighboring counties. One of the biggest obstacles Lancaster County EMS faces is that it is run and funded through the local government. With budgets set by County Council it becomes hard to compete with neighboring counties whose EMS force is either run by multimillion dollar hospital systems or private companies that can set higher salaries. Since Lancaster County cannot compete with higher salaries, it feels it may be more successful competing where it does have advantages over other counties: culture, experience, and recognition. The Project Director has already had talks with a film producer who will put together a professional recruitment video showcasing Lancaster County EMS' strengths. This impactful video would then be showcased at job fairs, local colleges, and local TV stations, among other mediums. In addition, the Project Director and Project Coordinator will come up with billboard advertisements to be placed strategically on main thoroughfares in neighboring counties. As shown on the map above, nearly half of Lancaster County's EMS force resides outside of the county, split among six bordering counties total. This will tap into a plethora of potential recruits outside of the county that might not otherwise have thought to apply to Lancaster County EMS.



STEP III: Training and Certification – In order to fill vacancies due to retirement and to meet the increased demand from the opioid epidemic, Lancaster County EMS will need to hire eight more EMTs. Lancaster County EMS has had success through finding new recruits at job fairs and paying for their EMT training. EMT training consists of twelve 40 hour weeks of class. While Lancaster County EMS has often sent aspiring EMTs to a different county to train, it is strongly desired to revive an accredited training class within Lancaster County. This not only reduces the price of the class by \$600 per student, but also reduces travel costs and travel time. The course is taught by two of Lancaster County’s veteran paramedics with decades of experience. Likewise, county policy requires that EMTs go through advanced training to become paramedics. Four current EMTs will be chosen to go through paramedic training based on **desire, tenure, education, experience, and understanding of local culture, language, and conditions**. The classes are taught three days a week over the course of a year for a total of **1,000 class hours**. In addition, paramedics in training must log clinical hours in Labor and Delivery, Operating Room, Emergency Room, Burn Center, and Pediatrics. Finally, paramedics in training must log at least 50 calls while on route in an ambulance in order to complete the training. The training class is taught at Midland EMS Management Association and **begins in December**. Since Lancaster County cannot find enough paramedics through job postings, training current EMTs has been the most successful route for increasing the quantity and quality of paramedics on the team.

STEP IV: Professional Development – In addition to the standard training and orientation provided for **all staff** and accordance with **accreditation standards**, two key areas for training will be conducted: 1) **Naloxone Administration, Handling, and Documentation**. Training will be conducted by the South Carolina Department of Alcohol and Other Drug Addiction Services (DAODAS) derived from a state protocol based in part on SAMHSA’s **Opioid Overdose Prevention Toolkit, Using Naloxone to Reverse Opioid Overdose** from the Centers for Disease Control. The four-hour workshop will be conducted on site in Lancaster for all new grant hires, as well as every single EMS technician in the county. 2) **Risk Management Protocol in the Handling of Fentanyl, and other substances** will also be conducted to the same individuals, by DAODAS, based on a state approved protocol recommended by the CDC (Fentanyl Safe Operating Procedures and Workplace Guidelines).

STEP V: Naloxone Distribution & Inventory Management- Although a state NARCAN contract has been secured, the cost per two doses (\$50) has had a staggering impact on municipal budgets in the state. With grant funds, an inventory of NARCAN will be purchased, based on **utilization projections** from 2015 through 2109. The device will be distributed to all EMS vehicles in the fleet.

STEP VI: Equipment – The equipment requested by Lancaster County EMS includes uniforms and a two way radio for each new recruit. The uniforms consist of four sets of work pants, work shirts, short sleeve work shirts, a rain jacket, a winter jacket, a belt, boots, a hat, a toboggan, N95 masks, and a large bag to store them in. The radio for each staff member is used to communicate with dispatch while out in the field. The radios are often used to **call for help, additional resources, or to talk directly with the hospital** to provide patient information.

B3. Chart Depicting Timeline --Dates, Key Activities, & Responsible Staff

An abridged program **management implementation** plan has been devised that includes **key activities** as outlined with Section 1, **individual(s) responsible** for each task, and **target date**. This includes assurance that the project will be fully implemented **no later than four months** following the grant award. To minimize space, each key participant has been assigned a number and referenced in the key below:

ACTIVITY	2020					2021						
	A	S	O	N	D	J	F	M	A	M	J	J
Notification of funding (SAMHSA)	x											
Advertise Coordinator position, interview, & hire (1)	x	x										
Conduct budget review meetings (1,2,3)	x	x	x	x	x	x	x	x	x	x	x	x
Establish evaluation data collection protocol, begin collection and review (1,2,3)	x	x	x	x	x	x	x	x	x	x	x	x
Finalize recruitment video subcontract (1)		x										
NARCAN inventories in place with first responder partners (2)		x	x	x	x	x	x	x	x	x	x	x
NARCAN Inventory Monitoring (2)			x	x	x	x	x	x	x	x	x	x
Paramedic Training (2, Midlands)					x	x	x	x	x	x	x	x
EMT Training (2, Onsite Training Staff)		x	x	x				x	x	x		
Recruitment Film Production (1,2,Film Producer)			x	x	x							
Training for Storage, Administration and Documentation of NARCAN (2, Training Staff)					x						x	
Safety Training to Reduce Exposure to Fentanyl and other substances (2, Training Staff)					x						x	
Recruitment Film Launch and Airing (2)						x	x	x	x	x	x	x
Billboard Advertising (2)			x	x	x				x	x	x	
Posting, Interviewing, and Hiring new recruits (1,2)	x	x	x	x	x	x	x	x	x	x	x	x
Purchase of uniforms (as needed) (2)	x	x	x	x	x	x	x	x	x	x	x	x
Purchase of 2way radios (2)		x										
Purchase of laptop for Project Coordinator (1)	x											
Ongoing training to maintain licenses and certifications (2)	x	x	x	x	x	x	x	x	x	x	x	x

Responsible Party	Assigned Number
Project Director	1
Project Coordinator	2
Evaluation Team	3

SECTION C: STAFF, MANAGEMENT, AND RELEVANT EXPERIENCE**C1. Experience of Organization with Similar Projects/ Partners**

The applicant for the grant is the County of Lancaster, with the Director of EMS serving as Project Director, with support of a full time Coordinator. This is not the first time the County has mobilized to address key community concerns. They have an active grant for diversion of offenders with substance use disorders into treatment and a new grant funded initiative involving crime mapping. In 2017, an innovative strategy of coordinated **enforcement activities** and **awareness campaign** produced a **statistically significant 23% reduction** in alcohol related traffic crashes and DUI offenses, recently **accepted for publication** in the **Journal of Primary Prevention**³. As such, the county is familiar with federal grants management including fiscal oversight, reporting, and compliance with statutes mandated within the Request for Proposal (RFP). All grants funded to individual departments within the county are reviewed and monitored by the County Administrator and Finance Director, with regular updates provided to County Council Members at monthly meetings.

In addition, Lancaster County EMS has **received copious amounts of state and regional awards** including: Paramedic of the Year, Intermediate EMT of the Year, Director of the Year, ALS System of the Year, EMS Public Servant of the Year, and has had a team in the SC Paramedic competition finals nine times. Lancaster County EMS strives to be on the cutting edge of Emergency Health Care. Their medics undergo a battery of national, state and county continuing educational programs to **maintain the highest level of skills**. To supplement those trainings, they regularly send medics to state competitions to increase teamwork and networking within the state. Twenty five medics are crossed trained in High Angle/Low Angle Rescue, Search and Rescue, Swift Water Rescue and make up the Lancaster County EMS STAR Team which can be deployed for these specialized rescues. Finally, Lancaster County EMS boasts a wealth of experience with 26 current employees having at least 10 years of EMS service and an average team age of 44.

The County of Lancaster will not be partnering with any other organization for this project. However, it has **extensive experience in the recruitment and training of medics**. Lancaster County EMS has been recruiting individuals for decades through various channels such as: local advertisement, job fairs, social media, newspapers, boot camps and teaching classes to local high schoolers. As mentioned in the paragraph above, they ensure their medics stay up to date on the most current training available and cross train in various specialty skills so that they are prepared for any situation that may arise as well as classes that ensure they stay up to date on licensing and certifications necessary to perform their work.

³ George, Holder, McKenzie, Mueller, Herchek, & Faile. Replication of a Controlled Community Prevention Trial to Reduce Impaired Driving; Journal of Primary Prevention (In Press)

C2. Staff Positions for The Project, Key Personnel, Project Director, And Others

Due to the scope of the project, a few individuals will play key roles in the implementation, management, and evaluation of the effort. As a whole, the individuals have significant experience in the fields of Emergency Services, service within a rural community, grant evaluation, project management, and with the language and cultures of the targeted subpopulations. Key positions and stakeholders include:

Clay Catoe, Project Director - is the Director of Lancaster County EMS, and will serve as Program Director at 20% FTE. Clay has spent the past 35 years working within the region so he has a thorough understanding of the language and culture in the area and is well renowned to locals. Clay has been in a leadership position since the mid 1990's and has served as a first responder for 30 years, starting with Lancaster County EMS in 1990. He also has experience as an active Fire Chief, Human Resource Management experience, and has resided as the Director of EMS since 2012. Clay's dedication to his role goes far beyond the day to day. He is also a member of various associations such as: The South Carolina Correctional Association, American Correctional Association, South Carolina Firemen's Association, South Carolina Emergency Medical Association, Lancaster County Local Emergency Preparedness Committee, Alston Wilkes Society, National Association of EMS Management, and National Association of EMTs. Clay serves as a Chair of the EMS Health and Wellness Committee and The Lancaster County Local Emergency Preparedness Committee.

Project Coordinator (VACANT) – A full time Project Coordinator will be hired to oversee the grant, operating under the direct supervision of the Project Director. Tasks include planning, management, data collection, training, reporting, subcontract management, and ongoing monitoring of all activities, with feedback mechanisms to allow for programmatic adjustments throughout the process. The Project Coordinator will also work in tandem to supply the Evaluation Team with the proper data for reporting and attend budget meetings with the Project Director and Evaluation Team.

Brian Collins, Trainer – Brian will run the class to train EMTs in Lancaster County. Brian has over 20 years of experience as a paramedic and over 3 years as an instructor.

Dr. Paul N. McKenzie, Lead Evaluator, is a social scientist with 30 years of experience, serving as evaluator for 40 federal grant projects. He is the founder of the Institute for Adolescent Addictions, selected as a model program by the Texas Commission on Alcohol Abuse, and Euphrasia Center, named a promising program by Office of Juvenile Justice and Delinquency Prevention. He is the author of two books and numerous journal articles, and will work with Tim Wallington from the Southeast Center for Strategic Community Development to conduct the outcome and process evaluation of the effort.

Section D: Data Collection and Performance Measurement

D1. How Data will be Collected & Utilized to Manage, Monitor, & Enhance Program

All required data as well as other important programmatic indicators will be collected throughout the grant duration and reviewed by the Evaluation Team, Project Director, and Project Coordinator. All data will be employed for the required reporting and well as during the process and outcome evaluation. The following data collection protocol will be employed:

Data Element	Foci	Frequency & Methodology
Project Process Indicators		
Staffing	# and function of staff hired for the project and timeline	Employment records, collected at end of grant
Recruits	Number of EMS Personnel Recruited	Employment records, collected at end of grant
Training and Support	Number of training sessions for personnel, date, scope, & dosage.	Employment records, collect at end of grant, sign in sheets.
Naloxone Inventory & Administration	Inventory conducted by Project Coordinator	Reviewed monthly
Certification	Number of EMS Personnel Certified Due to Project	Employment records, school records/documentation
Mental and Substance Use Disorders	Number of training sessions for personnel, date, scope	Employment records, sign in sheets, collect at end of grant
Technology	Number of technology-enhanced educational methods developed to educate EMS providers	Documentation of methods collected at time of development
Operational Status	Service delivery no later than 4 months of grant award	Executed employment contract review
Call Response and Outcomes		
NARCAN Administrations	# of NARCAN administrations conducted.	Logs completed weekly, reviewed monthly
Adverse Exposure Risk	# of adverse exposure to fentanyl or other substance, by first responders	Incident reports. Collected and reviewed monthly.
Timeliness of Call Response	Mean length of time to respond to a call	Monthly; aggregate records from internal data
Overdose Deaths	Deaths from Prescription Drugs by drug class	Collected monthly, coroner, DHEC
Recruiting Methods		
Recruiting Film	Completion of high quality recruiting film	Executed Contract and documentation
Billboard Advertisement	Number of billboard advertisements purchased	Executed Contracts and documentation

All proposed activities and overall implementation of the plan will be carefully monitored with both process and outcome protocols. Data collection will be facilitated by the **Project Coordinator** and **Evaluation Team**. An electronic service log for these measures will be maintained and forwarded to the evaluator each month.

During planning meetings, project partners discussed the required metrics necessary to comply with reporting and evaluation protocol. All public agencies that administer Naloxone are required to keep a record of the event, including time, date, location, victim, and circumstances. Lancaster County EMS agreed to provide the aforementioned data, with all personal identifiers stripped to maintain confidentiality protections. Again, no personal identifiers will be included, and all data will be provided in aggregate form. It is important to note that the partnership was not newly formed for purposes of the grant, but have worked together for several years, building a sense of mutual trust.

As data is collected on implementation and operation, the Project Coordinator, Project Director, and Evaluator will meet to review project status and assist with modifications necessary to meet objectives. Both outcome and process data will be reviewed to ensure fidelity with the program model. Key performance feedback issues will include:

- Are project tasks completed according to the **implementation timeline**?
- Would **additional resources** increase the overall impact of program operation?
- What types of changes were made to the originally proposed protocol?
- What effect did the changes have on the planned intervention and performance assessment?
- What training was provided, to whom, in what **context, and at what cost**?
- Did this project increase the level of certification and the abilities of the staff?
- Did this project effectively fill position vacancies via effective recruiting methods?

The review of process and outcome data, along with the discussion on feedback issues will enable program staff to track overall impact and fidelity with the program models. In cases where significant progress has been delayed, corrective action plans will be devised and monitored by project leaders.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Jamie Gilbert/Economic Development Director and Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

This is a 100% grant so no action is needed by Council. This is information so that Council will be aware of this grant.

Points to Consider:

This is a grant that provides twenty five thousand dollars (\$25,000) for drone aerial footage to be utilized in Economic Development promotions.

Properties to be videoed include Bailes Ridge Corporate Park, Lancaster Air Rail Park, Lancaster Airport Park, Lancaster Business Park, and Smith family property.

The grant narrative and budget is attached. I would note this is a partially reimbursable grant through the Department of Commerce. We anticipate being reimbursed for half of the cost and paying the final half upon receipt of the grant funds.

Funding and Liability Factors:

This is a 100% grant and the budget component is included in the grant form which is attached. The total grant budget is \$25,000, all of which is state funding.

Council Options:

N/A as this is a 100% grant.

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Commerce Drone Grant	8/16/2020	Exhibit

DEPARTMENT OF COMMERCE
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

GRANT AWARD AGREEMENT

<u>Grantee:</u>	Lancaster County	<u>Date of Award:</u>	August 7, 2020
<u>Properties:</u>	Bailes Ridge Corporate Park	<u>Award Amount:</u>	\$25,000.00
	Lancaster Air Rail Park		
	Lancaster Airport Industrial Park	<u>Grant Number:</u>	L-21-045
	Lancaster Business park		
	Smith Family Property		

The South Carolina Department of Commerce ("SCDOC") hereby awards funds to the above-named Grantee, in the amount shown above, for the activities set forth by the SCDOC Industrial Drone Video Program as set forth in ***Exhibit A***. By accepting this award Grantee hereby certifies that one or more drone video(s) for the above referenced property(ies) will be produced by a vendor of Grantee's selection, approved by SCDOC, and uploaded to the LocateSC database in compliance with all requirements of the SCDOC Industrial Drone Video Program. Additionally, Grantee further provides SCDOC with a license to make the video(s) generally available to market the subject property(ies) to potential industrial users.


This Grant Award Agreement shall become effective, as of the Date of Award, upon return of two copies of this Grant Award Agreement, which must be executed by the Grantee in the space provided below. Both copies must have original signatures and must be returned within 14 days from the Date of Award.

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE


Steve Willis
County Administrator
Lancaster County

8-10-2020
Date

EXHIBIT A

SCDOC INDUSTRIAL DRONE VIDEO PROGRAM

MINIMUM CRITERIA FOR VIDEOS

- Videos must be **property specific** and focused on technical aspects of the site.
- Videos should incorporate Google Earth imagery and drone footage to orient viewer.
- Videos to be 2-3 minutes and follow same general pattern:
 - Location within Country, Region, State, County, Site – at each level boundaries (of state, county and site) should be identified.
 - Route from Interstate to property should be shown and traced.
 - Size and layout of property.
 - Proximity to transportation points.
 - Location and sizes of utilities (should be tracked and identified on footage) – focus on one utility at a time.
 - Identification of nearby industry (if applicable).
- **Property boundaries need to be identified with a mask and tracked throughout footage:**
 - Please see example video.
- Limited transitions to avoid disorienting viewer (drone footage in continuous stream and only transition when necessary).
- Directional insert should identify north throughout footage.
- Major highways and interstates within the frame should be identified and labeled.
- Music bed should be appropriate and not distracting.
- Video should move at a slow pace to allow viewer plenty of time to absorb data.
- Vendor must follow Google's upload guidance to ensure quality.

ACCEPTABLE FEATURES/CONTENT

- Voice overs that describe the specific property.
- Incorporation of 3D renderings.
- Incorporation of master plans or other conceptual layouts.

UNACCEPTABLE FEATURES/CONTENT

- Marketing content:
 - Community Overviews.
 - Interviews with existing industry, community leaders, etc.
 - Quality life type Information.
- Previously produced videos.¹

¹ While previously produced videos are not eligible for reimbursement, they will be able to be uploaded to LocateSC and are not required to meet minimum criteria.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Jamie Gilbert/Economic Development Director and Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

This is a grant from LOCATE SC to assist with the extension of Mount Nebo Road. There is no match for this grant but it will not complete the project.

Points to Consider:

This is an infrastructure grant from LOCATE SC. The grant will fund the major component of the extension of Mount Nebo Road.

The purpose of the extension is to open up the other lots within the Lancaster Air Rail Park. Part of the extension, closest to the existing terminus of Mount Nebo Road, will be paved while the far end will be gravel. That will accommodate construction equipment that may need to be parked there.

Funding and Liability Factors:

This grant, in the amount of three hundred thousand dollars (\$300,000) will fund a significant portion of the project. Jamie will be sharing the engineers cost estimates with Council but they are not attached as we have not yet gone to bid.

The remaining funding sources for this project include utility tax funding and the appropriation of funds within the 7% Economic Development account. Once we have gone to bid we would be back in front of Council with bid pricing exact funding amounts from the various components.

Council Options:

To accept or reject the grant.

Recommendation:

Accept the grant.

ATTACHMENTS:

Description	Upload Date	Type
LOCATE SC Grant	8/17/2020	Exhibit

LOCATESC FUND
SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated July 30, 2020 is between the South Carolina Department of Commerce (SCDOC) and Lancaster County (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the SCDOC.
- (c) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (d) Grantee means the entity designated for the Grant and set forth above.
- (e) Project means the project identified and described in the Application.
- (f) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The project consists of extending Nebo Road approximately 1500 LF within the Lancaster Air Rail Park in Lancaster County, SC.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00) to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PROJECT COMPLETION: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the Project Description, including any approved amendments appended hereto. The Grantee must complete the Project no later than December 31, 2021 unless the grant is terminated prior to this date by SCDOC. Completion is defined as issuance by the SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to

this completion period requirement at its discretion. No Grant funds will be disbursed until completion of the Project.

Section 6: PAYMENT: The Grantee must submit to the SCDOC a reimbursement request for payment for work that is documented by the Grantee. Reimbursement requests will be made on the specified form and must be accompanied by copies of invoices. Upon approval of such request, payments will be submitted to the Finance Department of the SCDOC.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 7: GRANT SPECIAL CONDITIONS: Use of the Grant funds shall be subject to the following special conditions:

- a. **Ownership of the Project Site:** Any property that is included in the Project (the "Project Site") is subject to the following restrictions:
 - i. Public Ownership of the Project Site. The Grantee must hold title to the Project Site and may not give away, sell, lease or otherwise transfer ownership of the Project Site or encumber title of the Project Site in any way without the prior approval of the SCDOC. In the event of a proposed sale, lease or transfer of the Project Site by any means, the marketing terms for such sale, lease or transfer must be approved by the SCDOC prior to the Grantee taking any action to market the building, negotiate a sale or lease price or enter into any type of contractual agreement relating to the Project Site.
 - ii. Private Ownership of the Project Site. If the Project Site is owned by a third party, prior to undertaking any enhancements to the Project Site, the third party owner must enter into a Site Enhancement and Repayment Agreement with the Grantee (or alternative agreement approved by SCDOC) that includes an exclusive option in favor of the Grantee (or a party approved by SCDOC) to purchase the Project Site at an agreed upon pre-enhancement price.
- b. **Notice to Proceed:** The Grantee must obtain from the SCDOC written notice to proceed prior to incurring costs against the Grant. Unless the Grantee has obtained written approval from the SCDOC to incur costs prior to award, any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.
- c. **Repayment of Grant Funds:** The Grantee shall be required to repay the entire amount of the Grant funds to the SCDOC under the following circumstances:

- i. The Grantee fails to comply with all applicable policy and regulatory guidelines of the state government and the SCDOC governing the expenditure of LocateSC funds.
- ii. The Grantee gives away, sells, leases or otherwise transfers the Project Site or encumbers title to the Project Site in any way without the prior approval of the SCDOC.
- iii. The Project Site is used for a nonindustrial use.

Section 7: FUNDING OVERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds in excess of the grant award.

Section 8: ADMINISTRATIVE FEES PROHIBITED: All Grant funds must be used to offset eligible Project costs. Neither the Grantee nor any other party may retain a percentage of Grant funds as an administrative or other fee in connection with the Grant or the Project.

Section 9: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least once during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement. A final monitoring audit will be conducted by the SCDOC after final submission of all reporting requirements.

Section 10: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the SCDOC shall remain confidential and not made available to any individual or organization by the Grantee without the prior written approval of the SCDOC.

Section 11: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 12: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or

audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 13: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 14: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 15: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the SCDOC to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the SCDOC. In such event, the SCDOC shall certify to the Grantee the fact that sufficient funds have not been made available to the SCDOC to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 16: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The SCDOC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 17: TERMS AND CONDITIONS: The SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 18: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. The progress reports will be submitted to the SCDOC. Progress reports will be due ninety (90) days from the execution date of this Agreement and every ninety (90) days thereafter until completion of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 12 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Section 19: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.


Date of Award

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE



Steve Willis
County Administrator
Lancaster County

8-10-2020

Date

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2019-1626 - HELD

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

Project Dumping is a well respected corporation that is seeking to invest and create new jobs in Lancaster County. The project is expected to invest \$20,000,000 and create 200 new jobs over five years. The project has looked at locations in Lancaster County, the Charlotte Region and throughout the United States. The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce (SCDOC) have worked with Project Dumping to secure the project in Lancaster County. LCDED has assisted the project with site selection, incentives, transportation issues and other related items.

Three inducement resolutions were passed by County Council on August 27, 2018, November 26, 2018 and April 8, 2019 reflecting the county's commitment to provide property tax and infrastructure incentives for Project Dumping. The following are the recommended incentives for the project:

- A 30 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that provides a property tax assessment rate of 6%, a locked in millage rate of 317.6 mills and a ten year investment period.
- A 15 Year Special Source Revenue Credit (SSRC) of 70% for the first six years that the property is placed in service during the investment period, 65% for years seven through eleven, and 60% for years twelve through fifteen.
- A ten-year extension of the term for an existing FILOT agreement between Lancaster County and the company.
- Securing of funds through one or more sources including but not limited to grants, utility tax credits, enhanced property tax credits and general appropriations to assist with the construction of all road improvements required for approval of Project Dumping.
- Reimbursement to the company for road improvement costs the company incurs, up to \$194,500.

Points to Consider:

- Project Dumping will result in a large number of new jobs and substantial investment coming to Lancaster County.
- The company is well respected and a leader in their industry.
- The road improvements will be beneficial to both businesses and residents in the area in which the project is located.
- The direct cost to the County of the road improvements is less than what was initially projected at the time the resolutions were approved.

Funding and Liability Factors:

The only direct funding/liability factors for Lancaster County are associated with the county road improvements. The following outlines the potential funding/liability factors for the County.

- The road improvement costs are estimated to be \$1,195,5000
- LCDED has secured \$350,000 in grant funding from Comporium, South Carolina Department of Commerce and Duke Energy for the road improvements.

- The County has applied to the U.S. Economic Development Administration (EDA) for a grant. If approved the grant could fund up to \$724,400 of the county road improvement costs.
- If the EDA grant is awarded, the balance of the road improvement costs will be approximately \$121,100 which would be paid by County.
- If the EDA grant is not awarded, the County will seek other grants to offset the costs. In the event no other grants are available, the County will provide the balance of the \$845,500 in county road improvement costs.

Council Options:

County Council can approve, deny or table for additional changes, the Project Dumping Incentive Ordinance and Agreement.

Recommendation:

LCDED recommends the County Council approve the Project Dumping Incentive Ordinance and Agreement.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Kimberly Belk/Finance

Department: Finance

Date Requested to be on Agenda: 8/24/2020

Issue for Consideration:

See attached.

Points to Consider:

See attached.

Funding and Liability Factors:

See attached.

Council Options:

N/A--Information Only.

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Monthly Budget Report June 2020	8/18/2020	Executive Summary
Attachment A: Gen. Fund Rev./Exp. Summary	8/18/2020	Exhibit
Attachment B: Gen. Fund Department Summary	8/18/2020	Exhibit

Budget Monitoring Report

Month of June 2020



County Council 8/24/2020

Prepared by Kimberly Belk, Budget Director

This is an unaudited report to management and is intended for informational purposes only.

Contents:

General Fund Revenue Overview	2-3
General Fund Expenditures Overview	4
General Fund Fund Balance	5
General Fund Major Projects Tracker	6
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General Fund Revenue & Expenditure Summary	Attachment A
General Fund Department Summary	Attachment B

General Fund Revenue Overview

Major Revenue Source - Property Taxes

These revenues are comprised of ad-valorem real property taxes, personal property taxes, vehicle taxes, 1% local option sales taxes for property tax reduction, and property tax reimbursements from the State of SC such as homestead, manufacturer's, and motor carrier.

June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	% of Target
\$1,953,232	\$40,472,929	\$37,751,878	\$38,384,701	105.44%

Major Revenue Source - Other Taxes

These FY2020 revenues come from road improvement fees.

June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	Current % of Target
\$292,220	\$2,813,201	\$2,487,225	\$2,575,473	109.23%

Major Revenue Source – Intergovernmental Revenue

This revenue source consists of the following payment types: State Aid to Subdivisions, State Salary Participation, State DSS 4D Funds, State Election Commission, State Veterans Affairs, some State & Federal grants, and intergovernmental payments from other governments.

June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	% of Target
\$224,256	\$4,385,209	\$4,982,949	\$4,966,855	88.29%

Major Revenue Source – Charges for Services

The majority (\$2,600,000 FY2020) of these revenues come from ambulance fees. Other sources are solid waste fees, convenience fee for SCDMV stickers, and delinquent tax costs.

June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	% of Target
\$297,706	\$4,195,166	\$3,309,056	\$4,245,600	98.81%

Major Revenue Source - Licenses and Permits

These revenues are associated with land ownership transfers and new home and commercial construction. The majority (\$2,915,630) of FY2020 budgeted revenues in this category come from anticipated building permit revenue.

June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	% of Target
\$548,845	\$7,380,235	\$6,912,416	\$4,623,744	159.62%

Non-Major Revenue Sources— Fines and Fees, Contributions & Donations, Miscellaneous

These revenues are considered non-major sources. Fines & Fees include Magistrate fines, Family Court fees, civil paper fees, costs of court, and library fines. Contributions & Donations include any donations or contributions made to the varying departments in the County. Miscellaneous includes interest income, rental income, and inmate commissary commission income.

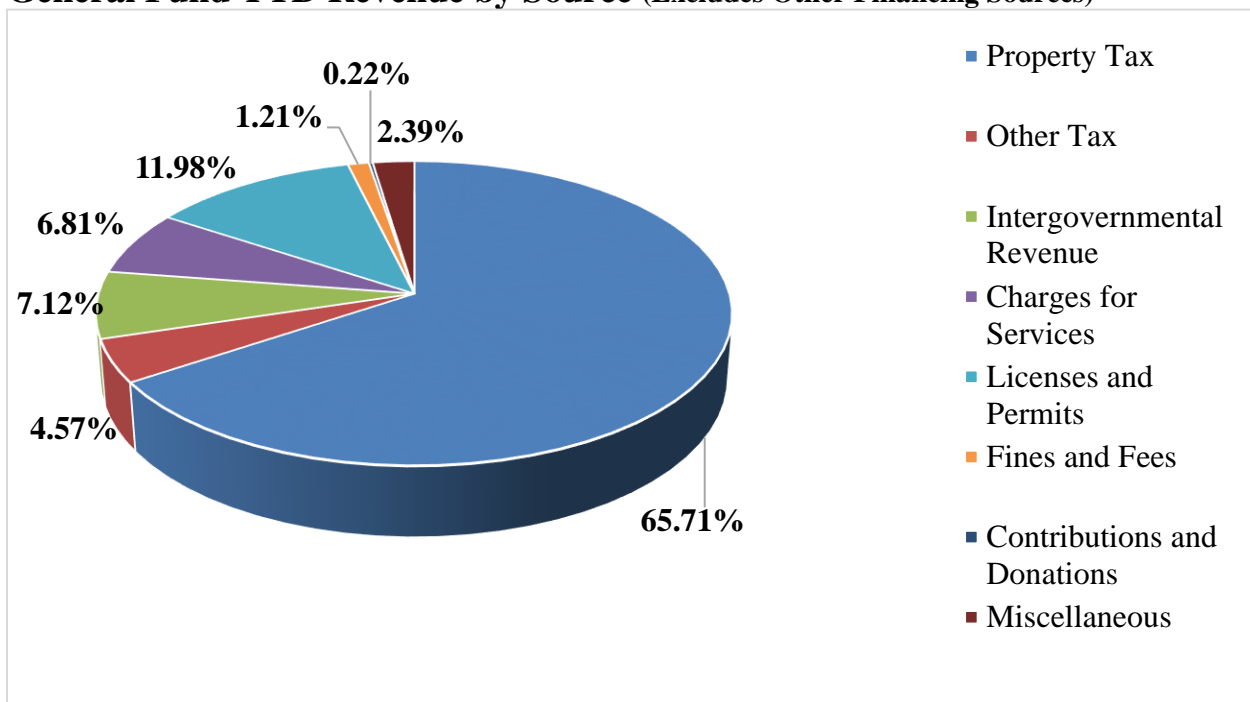
	June Collections	Current YTD Collections	Previous YTD Collections	Total Budgeted Collections	% of Target
Fines & Fees	\$99,525	\$744,248	974,883	\$814,750	91.35%
Contributions & Donations	\$198	\$133,739	420,983	\$53,000	252.34%
Miscellaneous	\$328,782	\$1,471,534	974,736	\$631,180	233.14%

Total Revenue June: \$3,746,689

Major Revenue Sources:

Local Option Rollback	\$983,559
Local Option Revenue	\$425,375
Vehicle Taxes—Current	\$351,005
Building Permits	\$342,396
Road Improvement Fee	\$292,220

General Fund YTD Revenue by Source (Excludes Other Financing Sources)



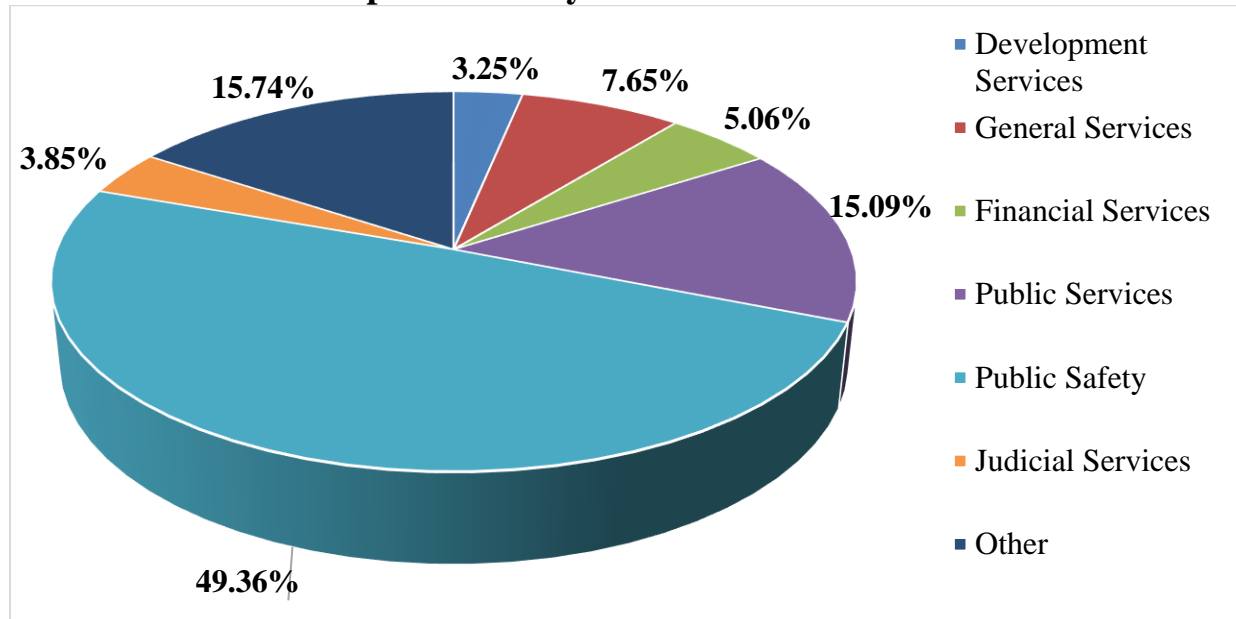
General Fund Expenditure Overview

Total Expenditures June: \$6,297,786

Major Expenditures:

Wages & Salaries	\$2,681,556
Special Projects	\$890,850
Fringe Benefits	\$797,552
Contractual	\$315,266
Disposal Contract	\$227,874

General Fund YTD Expenditures by Division



General Fund

CATEGORY	BUDGET	YTD	%
Revenues	56,395,303	61,679,157	109.37%
Expenditures	-66,746,564	-58,829,060	88.13%
Other Financing Source	11,538,898	0	0.00%
Other Financing Use	-1,187,637	-1,187,637	100%
Revenues Over (Under) Expenditures	0	1,662,460	

Fund Balance Estimates

Estimated Unassigned Fund Balance (GF): \$25,904,857 which is about 38% of the total GF for FY 2020 budget. In the new fiscal year, the County assigned \$5,830,405 of that balance towards additional one-time projects/items. That brings the unassigned fund balance within 30.6% of the FY2021 GF budget.

Overall the GF expenditure budget reflects a remaining percentage of 88%. Revenue collections are at 109% of estimates.

	Current Year	Prior Year
Nonspendable	\$1,630,643	\$1,053,048
Restricted	\$2,145,867	\$2,403,626
Committed	-	-
Assigned	\$12,506,079	\$6,868,557
Unassigned	\$25,904,857	\$29,249,962
Fund Balance End of June	\$42,187,446	\$39,575,193

Fund balance terminology (GASB 54)

There are five components of fund balance:

1. Nonspendable-examples would include inventory and prepaid items
2. Restricted-externally enforceable by law, etc.
3. Committed-self-imposed limitations (requires ordinance-highest level)
4. Assigned-intended use limitations
5. Unassigned

Requests for Information

This financial report is designed to provide a general overview of Lancaster County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Kimberly Belk

Budget Director

kbelk@lancastercountysc.net

Major Projects Tracker

<u>Department</u>	<u>Item</u>	<u>Budget</u>	<u>Notes</u>
Assessor	Reassessment for 2020	58,700	Implementation postponed. Funding carried forward in the budget.
Detention Center	Upgrades for Audio/Video Surveillance System	225,000	Vendor selected. Work did not begin until new fiscal year so project carried forward.
Detention Center	Door replacement and cell repairs	46,840	Completed. Savings from went towards shower upgrades which were completed by the end of the fiscal year.
Building Maintenance	Repairs/Upgrades to current facilities	400,000	Complete--\$38,000 carried forward to finish register of deeds office upgrades and renovations.
Solid Waste	Convenience Site Upgrades	360,000	Paving is bid but has not been completed due to COVID delays with the contractor.

Other Fund Overview-June 30, 2020

CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,990,000	2,163,713	108.73%
Expenditures	-2,767,348	-2,735,718	98.85%
Other Financing Source	777,348	0	
Revenues Over (Under) Expenditures	0	-572,005	

COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD	%
Revenues	1,504,706	1,641,018	109.06%
Expenditures	-1,504,706	-1,377,914	91.57%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	263,104	

VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD	%
Revenues	76,500	56,589	73.97%
Expenditures	-76,500	-73,014	95.44%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-16,425	

E-911

CATEGORY	BUDGET	YTD	%
Revenues	734,013	640,274	87.23%
Expenditures	-872,389	-752,366	86.24%
Other Financing Source	138,376	0	
Revenues Over (Under) Expenditures	0	-112,092	

HOSPITALITY TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,280,000	1,491,209	116.50%
Expenditures	-144,736	-81,090	56.03%
Other Financing Source	57,741	0	

Other Financing Use	-1,193,005	0
Revenues Over (Under) Expenditures	0	1,410,119

STATE ACCOMMODATIONS TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	180,000	523	0.29%
Expenditures	-248,050	-114,350	46.10%
Other Financing Source	201,550	0	
Other Financing Use	-133,500	0	
Revenues Over (Under) Expenditures	0	-113,827	

STORMWATER FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,316,505	1,507,861	114.54%
Expenditures	-1,356,815	-880,085	64.86%
Other Financing Source	40,310	0	
Revenues Over (Under) Expenditures	0	627,776	

COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,800,000	1,515,990	84.22%
Expenditures	-1,873,708	-917,783	48.98%
Other Financing Source	73,708	0	
Revenues Over (Under) Expenditures	0	598,207	

INDIAN LAND FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	850,000	876,692	103.14%
Expenditures	-971,380	-865,385	89.09%
Other Financing Source	161,420	0	
Other Financing Use	-40,040	0	
Revenues Over (Under) Expenditures	0	11,307	

LOCAL ACCOMODATIONS TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	100,000	163,113	163.11%

Expenditures	-100,000	-6,025	6.03%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	157,088	

DEBT SERVICE FUND

CATEGORY	BUDGET	YTD	%
Revenues	4,481,593	4,770,030	106.44%
Expenditures	-8,233,643	-10,659,608	129.46%
Other Financing Source	3,752,050	3,752,050	100.00%
Other Financing Use	0	0	0.00%
Revenues Over (Under) Expenditures	0	-2,137,528	

CAPITAL PROJECT SALES TAX FUND 2

CATEGORY	BUDGET	YTD	%
Revenues	8,500,000	11,611,416	136.60%
Expenditures	-19,473,390	-14,095,857	72.39%
Other Financing Source	14,725,440	0	0.00%
Other Financing Use	-3,752,050	-3,752,050	100.00%
Revenues Over (Under) Expenditures	0	-6,236,491	

AIRPORT FUND

CATEGORY	BUDGET*	YTD*	%
Revenues	165,233	203,074	122.90%
Expenditures	-239,863	-270,203	112.65%
Other Financing Source	74,630	74,630	
Revenues Over (Under) Expenditures	0	7,501	

*Does not include grant revenue or expenditures

PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	683,080	667,048	97.65%
Expenditures	-786,933	-690,588	87.76%
Other Financing Source	103,853	0	0.00%
Other Financing Use	0	0	0.00%
Revenues Over (Under) Expenditures	0	-23,540	

DEVELOPMENT AGREEMENT FUND

CATEGORY	BUDGET	YTD	%
Expenditures	-2,057,920	-1,986,427	96.52%
Other Financing Source	2,057,920	730,063	35.48%
Other Financing Use	0	0	
Revenues Over (Under) Expenditures	0	-1,256,364	

*Fund Balance total is budgeted.

REVENUE & EXPENDITURE STATEMENT

COUNTY OF LANCASTER

06/01/2020 To 06/30/2020

FY 2019-2020

	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Remaining Balance (\$)	% Used
10 General Fund					
Revenue					
400 Current Property Taxes Subtotal	\$28,436,208.00	\$355,908.78	\$29,502,578.03	-\$1,066,370.03	104
410 Delinquent Property Taxes Subtotal	\$816,500.00	\$164,611.99	\$1,074,630.71	-\$258,130.71	132
417 Property Taxes-State Reim Subtotal	\$2,099,905.00	\$23,777.29	\$2,160,624.12	-\$60,719.12	103
418 Property Taxes-Lost Rev Subtotal	\$7,012,088.00	\$1,408,933.62	\$7,719,758.11	-\$707,670.11	110
419 Multi County Filot Subtotal	\$20,000.00	\$0.00	\$15,337.62	\$4,662.38	77
422 Other Taxes Subtotal	\$2,575,473.00	\$292,219.85	\$2,813,200.64	-\$237,727.64	109
430 State Grants Subtotal	\$100,000.00	\$397.80	\$82,897.80	\$17,102.20	83
434 Intergovernmental- State Subtotal	\$3,457,875.00	\$67,959.73	\$2,718,546.31	\$739,328.69	79
435 State Aid to Library Subtotal	\$160,000.00	\$0.00	\$153,304.00	\$6,696.00	96
436 Intergovernmental- Local Subtotal	\$1,348,980.00	\$156,296.56	\$1,479,686.73	-\$130,706.73	110
437 FEMA Subtotal	\$0.00	\$0.00	\$30,647.26	-\$30,647.26	0
439 Other Governmental Rev. Subtotal	\$0.00	\$0.00	\$3,024.39	-\$3,024.39	0
441 License- Franchise Subtotal	\$518,614.00	\$1,815.13	\$441,389.72	\$77,224.28	85
442 Lic & Permits- Bldg Subtotal	\$3,099,630.00	\$379,677.32	\$5,188,131.57	-\$2,088,501.57	167
444 Lic & Permits- Planning Subtotal	\$47,500.00	\$9,890.00	\$148,034.75	-\$100,534.75	312
446 Lic & Permits- Rod Subtotal	\$955,000.00	\$156,812.11	\$1,592,448.96	-\$637,448.96	167
448 Lic & Permits- Coroner Subtotal	\$3,000.00	\$650.00	\$10,230.00	-\$7,230.00	341
450 Chgs. For Svcs.- Public W Subtotal	\$78,900.00	\$27,742.68	\$99,758.60	-\$20,858.60	126
451 Program Revenue Subtotal	\$1,200,000.00	\$29,605.91	\$818,485.81	\$381,514.19	68
455 Chgs. For Svcs.- Fees Subtotal	\$272,500.00	\$15,201.77	\$274,827.70	-\$2,327.70	101
456 Chgs. For Svcs.- Copies Subtotal	\$19,000.00	\$734.27	\$14,420.87	\$4,579.13	76
457 Chgs. For Svcs.- Other Subtotal	\$28,200.00	\$3,198.50	\$22,629.59	\$5,570.41	80
458 Chgs. For Svcs.- Ems Subtotal	\$2,600,000.00	\$213,576.60	\$2,893,101.30	-\$293,101.30	111
459 Chgs. For Svcs.- Misc Subtotal	\$47,000.00	\$7,646.50	\$71,941.63	-\$24,941.63	153
461 Fines & Fees- Courts Subtotal	\$678,500.00	\$97,939.53	\$659,668.23	\$18,831.77	97
463 Fines & Fees- Druf Forf Subtotal	\$0.00	\$0.00	\$6,812.00	-\$6,812.00	0
464 Fines & Fees- Other Subtotal	\$10,000.00	\$425.00	\$9,615.00	\$385.00	96
466 Fines & Fees- Other Subtotal	\$15,000.00	\$950.00	\$8,567.00	\$6,433.00	57
467 Fines & Fees- Other Subtotal	\$43,000.00	\$210.00	\$29,237.00	\$13,763.00	68
468 Fees- Bank Subtotal	\$68,250.00	\$1,528.15	\$30,349.04	\$37,900.96	44
470 Contribution & Donations Subtotal	\$25,000.00	\$150.00	\$71,113.87	-\$46,113.87	284
471 Library Donations Subtotal	\$28,000.00	\$48.11	\$62,625.01	-\$34,625.01	224
480 Interest Income Subtotal	\$519,500.00	\$83,115.20	\$655,698.01	-\$136,198.01	126
490 Other Income Subtotal	\$70,180.00	\$244,733.28	\$777,332.92	-\$707,152.92	1,108
491 Other Income Subtotal	\$40,000.00	\$933.10	\$38,503.08	\$1,496.92	96
495 Other Income Subtotal	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0
Revenue Subtotal	\$56,395,303.00	\$3,746,688.78	\$61,679,157.38	-\$5,283,854.38	109
Expenditure					
500 Wages Subtotal	\$26,077,261.00	\$2,681,556.14	\$25,111,469.99	\$965,791.01	96
510 Fringe Subtotal	\$11,576,181.00	\$797,551.75	\$9,940,705.77	\$1,635,475.23	86

	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Remaining Balance (\$)	% Used
520 Other Personnel Expenditu Subtotal	\$662,995.00	\$17,744.12	\$462,524.36	\$200,470.64	70
530 Travel, Training, & Dues Subtotal	\$588,725.00	\$41,835.40	\$419,587.85	\$169,137.15	71
540 Supplies Subtotal	\$546,120.00	\$77,133.59	\$477,111.82	\$69,008.18	87
541 Postage Subtotal	\$519,495.00	\$107,390.77	\$528,038.88	-\$8,543.88	102
542 Clothing Subtotal	\$218,500.00	\$28,123.28	\$175,079.11	\$43,420.89	80
543 Supplies- Laundry Subtotal	\$289,240.00	\$21,685.66	\$261,333.91	\$27,906.09	90
544 Supplies- Public Works Subtotal	\$667,342.00	\$69,194.00	\$627,498.46	\$39,843.54	94
545 Supplies- Custodial Subtotal	\$20,000.00	\$2,092.02	\$14,274.05	\$5,725.95	71
546 Supplies-Materials/Buildings Subtotal	\$52,350.00	\$6,793.68	\$49,910.86	\$2,439.14	95
547 Supplies- Animal Food Subtotal	\$5,000.00	\$12.08	\$2,022.60	\$2,977.40	40
548 Supplies- Hand Tools Subtotal	\$20,000.00	\$113.40	\$23,512.04	-\$3,512.04	118
549 Supplies- Welcome Center Subtotal	\$4,000.00	\$0.00	\$7.12	\$3,992.88	0
550 Equipment- Non Capital Subtotal	\$138,515.00	\$25,325.92	\$116,553.26	\$21,961.74	84
551 Equipment- General Subtotal	\$721,340.00	\$83,462.04	\$629,793.89	\$91,546.11	87
560 Capital Equipment Subtotal	\$3,059,929.00	\$62,166.79	\$2,938,363.32	\$121,565.68	96
570 Utilities Subtotal	\$1,542,000.00	\$100,400.73	\$1,358,201.43	\$183,798.57	88
571 Utilities- Telephone Subtotal	\$589,595.00	\$98,195.95	\$563,923.51	\$25,671.49	96
580 Rent Subtotal	\$7,500.00	\$0.00	\$5,190.00	\$2,310.00	69
581 Rent- Building Subtotal	\$79,778.00	\$4,200.00	\$82,759.34	-\$2,981.34	104
582 Rent- Equipment Subtotal	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0
590 Maintenance Subtotal	\$1,756,400.00	\$184,984.28	\$1,693,056.88	\$63,343.12	96
591 Maintenance- General Subtotal	\$176,500.00	\$44,057.48	\$156,843.99	\$19,656.01	89
593 Maintenance-Svc Agreement Subtotal	\$654,300.00	\$38,980.28	\$484,094.95	\$170,205.05	74
594 Maintenance- Bldg Subtotal	\$206,090.00	\$18,905.67	\$184,606.95	\$21,483.05	90
595 Maintenance Parks Subtotal	\$20,000.00	\$5,984.03	\$37,645.20	-\$17,645.20	188
600 Contractual Services Subtotal	\$3,349,245.00	\$315,265.83	\$3,355,994.09	-\$6,749.09	100
604 Ps-Medical & Professional Subtotal	\$1,112,820.00	\$175,123.44	\$1,210,463.00	-\$97,643.00	109
605 Cs- Printing Subtotal	\$575,295.00	\$42,959.97	\$462,681.72	\$112,613.28	80
612 Cs-Disposal Contract Subtotal	\$1,480,000.00	\$227,874.11	\$1,371,356.80	\$108,643.20	93
613 Demolition Expense Subtotal	\$80,000.00	\$11,000.00	\$69,100.00	\$10,900.00	86
620 Direct Assistance Subtotal	\$13,041.00	\$0.00	\$13,040.77	\$0.23	100
625 Direct Assistance Subtotal	\$1,446,008.00	\$504.54	\$1,420,062.39	\$25,945.61	98
640 Lanc City Fire & Rescue Subtotal	\$163,790.00	\$35,563.42	\$153,859.89	\$9,930.11	94
650 Insurance Subtotal	\$1,160,383.00	\$0.00	\$1,167,606.00	-\$7,223.00	101
670 Advertising Subtotal	\$87,400.00	\$24,166.41	\$93,794.89	-\$6,394.89	107
680 Fee Reimbursement Subtotal	\$600.00	\$50.00	\$250.00	\$350.00	42
690 Special Projects Subtotal	\$3,265,218.00	\$890,850.31	\$2,297,662.21	\$967,555.79	70
691 Sp- Promotions Subtotal	\$56,000.00	\$6,690.31	\$48,514.42	\$7,485.58	87
700 Program Expense Subtotal	\$317,288.00	\$25,880.01	\$354,091.35	-\$36,803.35	112
740 Land/Bldg. Cap Projects Subtotal	\$2,375,000.00	\$0.00	\$0.00	\$2,375,000.00	0
750 Equipment Lease Subtotal	\$158,900.00	\$16,451.80	\$150,895.92	\$8,004.08	95
760 Grants Match Subtotal	\$742,625.00	-\$7,477.70	\$57,988.88	\$684,636.12	8
771 Ds- Lease Purchase Subtotal	\$50,000.00	\$0.00	\$50,000.00	\$0.00	100
780 Miscellaneous Subtotal	\$43,500.00	\$480.00	\$15,150.00	\$28,350.00	35

	Budget (\$)	Current Period (\$)	YTD With Encumbrance (\$)	Remaining Balance (\$)	% Used
781 Miscellaneous Subtotal	\$64,725.00	\$10,462.98	\$107,642.14	-\$42,917.14	166
782 Over/Short Subtotal	\$570.00	\$140.68	-\$62.81	\$632.81	-11
783 Drug Forfeiture Subtotal	\$0.00	\$3,350.00	\$17,145.99	-\$17,145.99	0
786 Donations Subtotal	\$0.00	\$560.83	\$66,871.53	-\$66,871.53	0
Expenditure Subtotal	\$66,746,564.00	\$6,297,786.00	\$58,828,218.72	\$7,918,345.28	88
Before Transfers Deficiency Of Revenue Subtotal		-\$10,351,261.00	-\$2,551,097.22	\$3,800,731.05	-37
Other Financing Source					
801 Transfer In Subtotal	\$32,750.00	\$0.00	\$0.00	\$32,750.00	0
810 Ofs Fund Balance Subtotal	\$11,506,148.00	\$0.00	\$0.00	\$11,506,148.00	0
Other Financing Source Subtotal	\$11,538,898.00	\$0.00	\$0.00	\$11,538,898.00	0
Other Financing Use					
950 Transfers Subtotal	\$1,187,637.00	\$1,187,637.00	\$1,187,637.00	\$0.00	100
Other Financing Use Subtotal	\$1,187,637.00	\$1,187,637.00	\$1,187,637.00	\$0.00	100
After Transfers Deficiency Of Revenue Subtotal		\$0.00	-\$3,738,734.22	\$2,613,094.05	0

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2019

Current Period End Date: 06/30/2020

County Of Lancaster

FY 2019-2020

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 10 General Fund						
005 Non-Departmental	1,710,821.00	18,320.29	1,517,509.69	0.00	193,311.31	11
007 Cnty Economic Dev. Dept.	478,188.00	42,810.48	494,723.69	0.00	-16,535.69	-3
011 County Council	6,357,011.00	1,629,183.67	3,362,265.76	264,837.26	2,729,907.98	43
012 Council Transfers	74,630.00	74,630.00	74,630.00	0.00	0.00	0
014 Direct Assistance	1,296,986.00	504.54	1,271,040.16	0.00	25,945.84	2
020 Procurement	208,425.00	19,621.11	185,325.05	0.00	23,099.95	11
021 Administrator	733,930.00	56,354.01	572,672.66	31,057.00	130,200.34	18
022 Legal Team	279,000.00	72,227.30	350,459.45	0.00	-71,459.45	-26
023 Finance	644,570.00	69,128.14	573,488.02	4,545.00	66,536.98	10
024 Human Resources	701,630.00	40,520.08	645,840.63	0.00	55,789.37	8
025 Risk Management	109,590.00	14,853.69	111,645.31	0.00	-2,055.31	-2
026 Mis	1,414,310.00	157,776.69	1,224,627.74	48,343.40	141,338.86	10
027 Gis	122,205.00	29,910.33	84,869.59	0.00	37,335.41	31
029 Zoning	454,049.00	36,392.52	365,387.08	0.00	88,661.92	20
031 Building	1,139,065.00	137,054.40	1,082,922.51	105,106.00	-48,963.51	-4
032 Planning	768,477.00	64,012.49	458,622.98	74,284.00	235,570.02	31
041 Assessor	1,001,965.00	109,209.03	927,339.35	1,175.73	73,449.92	7
043 Auditor	299,960.00	27,699.22	292,607.66	0.00	7,352.34	2
044 Treasurer	420,155.00	45,199.31	492,889.63	0.00	-72,734.63	-17
045 Delinquent Tax	361,985.00	49,133.53	339,263.13	0.00	22,721.87	6
051 Registration & Elect	471,525.00	112,098.41	423,896.42	0.00	47,628.58	10
060 Register Of Deeds	371,608.00	39,808.37	344,056.83	0.00	27,551.17	7
061 Circuit Court	85,710.00	3,080.69	58,735.42	0.00	26,974.58	31
063 Clerk Of Court	367,380.00	35,183.36	363,034.30	0.00	4,345.70	1
064 Family Court	404,497.00	29,648.85	323,411.05	0.00	81,085.95	20
068 Coroner	585,470.00	87,984.59	682,689.11	0.00	-97,219.11	-17
069 Probate Court	506,193.00	47,442.75	427,669.06	21,842.00	56,681.94	11
070 Mag-Countywide	1,101,535.00	99,060.73	1,085,372.45	0.00	16,162.55	1
110 Sheriff	9,538,163.00	912,050.90	8,860,083.01	34,711.39	643,368.60	7
111 Sher:Drug Asset Forf	0.00	3,350.00	17,145.99	0.00	-17,145.99	0
117 Sheriff Dpt- Town Of Kers	556,185.00	55,439.17	551,522.49	0.00	4,662.51	1
120 Detention Center	3,041,028.00	431,771.68	2,807,446.73	173,607.77	59,973.50	2
121 School Resource Officers	578,175.00	44,022.45	539,100.64	0.00	39,074.36	7
130 Communications	2,524,285.00	217,898.12	2,152,926.85	68,147.55	303,210.60	12
140 Emergency Management	386,560.00	171,477.71	572,361.41	120,171.04	-305,972.45	-79
141 Fire Service	3,722,572.00	139,560.55	3,711,269.99	72,520.43	-61,218.42	-2
142 Town Of Kershaw- Fire	165,150.00	16,834.51	154,865.34	0.00	10,284.66	6
144 Lanc. County Firefighters	1,988,525.00	191,479.41	1,622,551.90	0.00	365,973.10	18
153 Lancaster Ems	7,941,734.00	736,002.60	7,187,846.45	12,958.41	740,929.14	9
202 Road Maintenance	3,395,757.00	278,439.89	3,016,668.16	344,228.63	34,860.21	1

BUDGET REPORT BY FUND - EXPENDITURE

Fiscal Year Start Date: 07/01/2019

Current Period End Date: 06/30/2020

County Of Lancaster

FY 2019-2020

Ideal Remaining Percent: 0 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
210 Fleet Maintenance	663,075.00	68,233.21	660,569.47	97.19	2,408.34	0
251 Building Maintenance	2,281,879.00	304,622.42	1,994,703.44	64,812.00	222,363.56	10
310 Landfill-Solid Waste	56,503.00	19,749.48	23,849.48	0.00	32,653.52	58
312 Solid Waste Collect	3,284,125.00	385,731.90	2,693,417.19	206,366.59	384,341.22	12
318 Animal Shelter	483,090.00	53,675.78	460,182.93	0.00	22,907.07	5
330 Health Services	85,040.00	4,674.83	68,421.92	0.00	16,618.08	20
601 Dept. Of Social Services	74,989.00	4,263.81	51,869.93	0.00	23,119.07	31
602 D.S.S. Family Indep	59,650.00	5,918.91	63,712.80	0.00	-4,062.80	-7
610 Veterans Affairs	240,575.00	25,758.23	226,538.01	0.00	14,036.99	6
801 Recreation-Operation	2,030,725.00	140,486.31	1,440,692.46	265.00	589,767.54	29
815 Recreation,Programs	1,079,656.00	-8,209.63	875,436.53	0.00	204,219.47	19
840 Library	1,285,890.00	133,342.18	1,175,885.48	10,468.78	99,535.74	8
10 General Fund	67,934,201.00	7,485,423.00	59,066,063.33	1,659,545.17	7,208,592.50	11
Report Totals Net	\$67,934,201.00	\$7,485,423.00	\$59,066,063.33	\$1,659,545.17	\$7,208,592.50	11