

**Council Members**

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

**County Administrator**

Dennis E. Marstall

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Council**

Sherrie Simpson

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**May 15, 2024**

**4:00 PM**

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

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

**AGENDA**

1. **Call to Order - Vice-Chair Brian Carnes**
2. **Welcome and Recognition - Vice-Chair Brian Carnes**
3. **Pledge of Allegiance and Invocation - Council Member Charlene McGriff**
4. **Approval of Agenda**  
*[deletion and additions of non-substantive matter]*
5. **Citizens Comments**

*[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at [ssimpson@lancastersc.net](mailto:ssimpson@lancastersc.net) or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancastersc.org/>. 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 before the meeting. Please use the same link above in order to submit input/comments for Public Hearings. \*Please note that any handouts presented to Council or Council Boards and Commissions become an official part of the record and a copy is attached to the legal minutes for the meeting.]*

6. **Discussion and Action Items**

- a. Review of an Intergovernmental Agreement (IGA) for Parks Partner Agreement - Dennis Marstall
- b. Budget Review and Considerations Regarding ARPA funding and the County Administrator's Recommended 2025 Budget - Dennis Marstall

7. **Adjournment**

*Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County*

*Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)*

*Meetings are live streamed and can be found by using the following link:  
<https://www.youtube.com/@LancasterCoSCGov/streams>*

# Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall/Administration and Ginny Merck-Dupont/County Attorney

Department: Administration

Date Requested to be on Agenda: 5/15/2024

**Council Action Requested:**

Review draft Parks Partner Agreement and provide input.

**Strategic Plan Focus Area Alignment:**

**Points to Consider:**

As a way to build capacity with our parks and recreation facilities and programs, the County parks and recreation department is evaluating multiple opportunities to partner with other governments, such as area municipalities and the local school system, plus the faith-based community to utilize non-county owned facilities.

A template for a Parks Partner agreement to include basic language about uses, fees, insurance and other key points has been drafted.

Each Parks Partner agreement will include an addendum specific to each situation and partner organization to outline the operating guidelines and expectations.

This is being presented at the COW meeting, as this will be the basis for an agreement with the City of Lancaster before we begin the work on the parking lot resurfacing project at Springdale Park.

**Funding and Liability Factors:**

Each Parks Partner agreement will have its own addendum, identifying any funding factors, but what is being presented is the basic partner framework.

**Recommendation:**

Receive information about the draft Parks Partner agreement and provide feedback.

**ATTACHMENTS:**

Description	Upload Date	Type
Draft Parks Partner Agreement	5/13/2024	Agreement

STATE OF SOUTH CAROLINA     )  
   )     PARKS PARTNER AGREEMENT  
COUNTY OF LANCASTER         )

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the COUNTY OF LANCASTER, a political subdivision of the State of South Carolina, having its principal place of business at 101 N. Main Street, Lancaster, SC 29720 ("County"), and \_\_\_\_\_, located at \_\_\_\_\_, ("Parks Partner").

WHEREAS, the Parks Partner and the County both desire to utilize property and/or facilities owned by the Parks Partner for the recreational needs of the citizens of Lancaster County.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parks Partner and the County, each for itself and its successors and assigns, intending to be fully and legally bound, agree as follows:

1. **CONTRACT DOCUMENTS.** The entire contract entered into by the County and the Parks Partner shall incorporate the Mutual Expectations, attached hereto as Exhibit A and incorporated herein by reference.
2. **PURPOSE.** The purpose of this agreement is to provide use of the Parks Partner property and/or facilities on an as-needed and as-approved basis for the benefit of the citizens of Lancaster County. The Parks Partner agrees to provide to County property and/or facilities owned by the Parks Partner that may be used for the delivery of agreed- recreation programs and services. Facility use requests shall be made to the Chief Executive Officer of the Parks Partner or his/her designee.
3. **PRIORITY.** The Parks Partner shall have priority use of the property and/or facilities owned by the Parks Partner for those events/activities sponsored by the Parks Partner as well as the regular business of the Parks Partner. The County will have priority use of the property and/or facilities owned by the Parks Partner when events/activities sponsored by the Parks Partner are not occurring and when the property/facilities are not being used for the regular business of the Parks Partner. The Parks Partner and the County shall cooperate to avoid any conflicts between uses. The Parks Partner shall provide the County with a written schedule of its use of the property and/or facilities at the beginning of the term of the agreement for the calendar year and at the start of each calendar year thereafter. The County will incorporate the Parks Partner schedule into the County's schedule. It is understood that the schedule may change from time to time, and the Parks Partner shall give reasonable notice to the County in such cases. If, for any reason, the schedule requires changing by the County, the County shall give reasonable notice to the Parks Partner. It is understood by the parties that questions concerning schedules, operating procedures and rules governing the use of the property and/or facilities may

arise during the use of the property and/or facility. Both parties pledge their cooperation to resolve disputes.

4. **COMPENSATION/COST RECOVERY.** County will not be charged any compensation for the use of the Parks Partner property and/or facilities. However, the Parks Partner may establish charges to recover reasonable cost related to utilities, cleaning fees, etc.
5. **PROGRAM AND SERVICE FEES.** County agrees to limit the fees charged to the public to the approximate cost of delivering recreation programs and services to the public and will not seek to profit, in the aggregate, from the delivery of recreation programs and services which utilize the property and/or facilities of Parks Partners.
6. **FACILITY SAFETY:** When Parks Partner or County identifies perceived unsafe conditions or actions associated with the property and/or facility being utilized, it will timely notify, in writing, the property/facility owner or program sponsor of the unsafe conditions or actions. If the unsafe condition or action is not corrected in a reasonable time, the issue will be elevated to the County Administrator or Parks Partner's Chief Executive Officer.
7. **INDEMNIFICATION.** Within the limits of the S. C. Tort Claims Act and other applicable laws of the State of South Carolina, the Parks Partner the County hereby further agree, and bind their heirs, personal representatives, successors and assigns, to assume any and all liability for accidents or injuries to persons, or damage to property (collectively "Liabilities"), that may be caused by the Parks Partner or the County or its agents in connection with any "event", occupation and use of the property and/or facilities contemplated herein, and the Parks Partner and the County agree further to be responsible for those claims and/or costs associated with such Liabilities. Neither the execution of this application nor the issuance of any permit, however, shall be construed to expand the legal obligations of the applicant to any third party.
8. **INSURANCE.** Each party shall provide evidence of liability insurance naming the other party as an additional insured. Liability insurance shall be maintained in the amount of One Million and 00/100 (\$1,000,000.00) Dollars.
9. **AMENDMENT.** The parties may mutually waive, amend, or modify parts of this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. **CHOICE OF LAW AND VENUE.** This Agreement will be governed by the laws of the State of South Carolina, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of South Carolina, County of Lancaster.
11. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other

terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. **INTEGRATION CLAUSE.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.
13. **TERM AND TERMINATION.** The term of this agreement shall be from the date hereof and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.
14. **ANNUAL CONSULTATION.** The parties agree to review the operation of this Agreement annually or as needed.
15. **PROPERTY AND EQUIPMENT.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.
16. **SEVERABILITY.** If any provision of this lease conflicts with any law, conflict shall not affect the other provisions of this lease which can be given effect without the conflicting provision, and to this end the provisions of this lease are declared to be severable.
17. **DISPUTES.** In the event that a dispute arises under this Agreement, it will be resolved jointly by the Director of Parks and Recreation and the designee of the Parks Partner Chief Executive Officer. If the dispute cannot be resolved, it will be elevated to the County Administrator and Chief Executive Officer of the Parks Partner.
18. **NOTICES.** All notices and any payments hereunder may be delivered or mailed. If mailed, they shall be sent to the contacts at the following respective addresses:

To: County: Parks and Recreation Director  
Lancaster County Parks and Recreation  
PO Box 243  
Lancaster, SC 29721

Parks Partner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to: County Attorney  
Lancaster County  
P.O. Box 1809  
Lancaster, SC 29721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Parks Partner:

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Parks Partner

\_\_\_\_\_

For County:

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Dennis E. Marstall,  
County Administrator

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Sherrie Simpson, Clerk to Council

**EXHIBIT A**  
**PARKS PARTNER AGREEMENT**



# Agenda Item Summary

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Ordinance # / Resolution #: Not Yet Assigned  
Contact Person / Sponsor: Dennis Marstall / Administration  
Department: Administration  
Date Requested to be on Agenda: 5/15/2024

**Council Action Requested:**

Provide feedback on the remaining ARPA funds and items in the Administrator's Recommended Budget for fiscal year 2025.

**Strategic Plan Focus Area Alignment:**

**Points to Consider:**

The bulk of the county's \$19 million in federal ARPA funds has been committed, but three projects remain including the Coroner's Office expansion, the Fire Rescue Storage facility, and the Barnett Building renovation, if desired.

We will highlight the increase in bids for the Coroner's Office project and provide options to allocate more ARPA funding for that project.

In addition to the ARPA funding update, we will review the answers for the questions presented at the May 8, County Administrator's recommended budget. We will have an updated presentation after reviewing some of the revenue projections, as well as more information related to the potential millage increases, compensation options and other.

This meeting was added to the budget calendar as a way to get more input from County Council before first reading of the Budget Ordinance on May 28. The intent is to have a first budget reading that addresses the many issues that a majority of County Council want to see prioritized in the FY 25 budget.

**Funding and Liability Factors:**

The County Administrator's recommended budget has a zero (0) mil increase option as well as a 3.5 mill increase option.

This is in addition to proposed millage increases for the capital improvement fund and a new countywide Fire Capital millage to fund a 10-year station and apparatus plan.

Depending on how County Council wants to approach employee compensation, the use of fund balance for one-time purchases and other expenditures and reductions will determine the impact on the county millage rates.

**Recommendation:**

Review the ARPA and follow-up information to the County Administrator's recommended budget and provide feedback and guidance for any changes requested before the First Reading of the Budget Ordinance on May 28th.