

Lancaster County Council Regular Meeting Agenda

Monday, October 12, 2015

County Administration Building
County Council Chambers
101 N. Main Street
Lancaster, SC 29720

1. **Call Regular Meeting to Order – Chairman Bob Bundy** **6:30 p.m.**
2. **Welcome and Recognition – Chairman Bob Bundy**
 - a. Bearing Resources, Inc.
3. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
6. **Consent Agenda**
 - a. **Minutes of the following meetings:**
 - September 18, 2015 Special Meeting – pgs.5-6
 - b. **3rd Reading of Ordinance 2015-1373 rezoning of 3888 Chester Highway**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Lancaster County, represented by Steve Willis, Lancaster County Administrator, located at 3888 Chester Highway from B-2, Community Business District to I-1, Light Industrial District; and to provide for other matters related thereto. ***Planning Commission recommended approval by a vote of 7-0. Council approved 2nd Reading on September 28, 2015 by a vote of 7-0. Penelope Karagounis – pgs. 7-8***
 - c. **3rd Reading of Ordinance 2015-1372 to rezone property of Bradley J. Mullis**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Bradley J. Mullis, located 550 feet south of the intersection of Whittle Street and Shiloh Unity Road from R-45B, Rural Residential/Business/Agricultural, District to B-3, General Commercial District; and to provide for other matters related thereto. ***Planning Commission recommended approval by a vote of 7-0. Council approved 2nd Reading on September 28, 2015 by a vote of 7-0. Penelope Karagounis – pgs. 9-10***

7. Non-Consent Agenda

Resolutions

- a. 0896-R2015 - A Resolution authorizing the Sheriff's Office to dispose of abandoned or recovered property through donation to an eleemosynary corporation . *Sheriff Barry Faile – pgs. 11-14*
- b. 0897-R2015 – A Resolution authorizing the County Council Chair to consult with the York County Council Chair regarding the Dave Lyle Boulevard (SC Highway 122) Expansion. *Steve Willis – pgs. 15-31*
- c. 0898-R2015 – A Resolution declaring surplus three (3) ambulances pursuant to Lancaster County Code Section 2-288; Authorizing their sale pursuant to Section 2-288; and reserving the proceeds from the sale of the ambulances. (Administration Committee – Favorable) *Clay Catoe – pgs. 32-37*

Ordinance Readings

- d. Public Hearing and 3rd Reading of Ordinance 2015-1375 a budget amendment for the Lancaster County Transportation Committee (CTC) , EMS Garage and SCAC Deductible
Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and expenditures during the fiscal year; and to provide for other matters related thereto. *Council approved 2nd Reading on September 28, 2015 by a vote of 7-0. Steve Willis – pgs. 38-41*
- e. 3rd Reading of Ordinance 2015-1371 creating the Lancaster County Department of Economic Development
Ordinance Title: An Ordinance to authorize and approve the creation of a new county department to be known as the Lancaster County Department of Economic Development. *Council approved 2nd Reading on September 28, 2015 by a vote of 6-1 (Jack Estridge opposed). John Weaver – pgs. 42-43*
- f. Public Hearing and 3rd Reading of Ordinance 2015-1376 regarding a budget amendment for the Department of Economic Development amendment needed
Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356 relating to the appropriation of funds and the approval of a detailed budget for the Lancaster County Department of Economic Development for the remainder of this fiscal year ending June 30, 2016. *Council approved 2nd Reading on September 28, 2015 by a vote of 6-1. Steve Willis – pgs. 44-47*

g. 1st Reading of Ordinance 2015-1348 Amendments to the 2010 Nutramax Incentive, Fee and Infrastructure Credit Agreements

Ordinance Title: An ordinance to authorize the execution and delivery of Amendments to a 2010 Incentive Agreement, Fee Agreement, and Infrastructure Credit Agreement by and among Lancaster County, South Carolina, Nutramax Manufacturing Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., The City of Lancaster, and the Lancaster County Economic Development Corporation; and to provide for other matters related thereto.

(Administration Committee – Favorable) John Weaver – pgs. 48-65

h. 1st Reading of Ordinance 2015-1377 regarding the transfer of a fee in lieu of tax arrangement between Lancaster County and the Gillette Company

An Ordinance authorizing and approving the transfer of a fee in lieu of tax arrangement between Lancaster County, South Carolina, and the Gillette Company, as successor to Duracell Inc., under Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, to an arrangement under Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended; authorizing and approving the assignment of three fee in lieu of tax arrangements between the Gillette Company and the county to Duracell Manufacturing, Inc.; and providing for other matters related thereto. *(Administration Committee – Favorable) John Weaver – pgs. 66-112*

8. Discussion and Action Items

- a. Appointment of George Kirlin to the Library Board - District 7. *Debbie Hardin – pgs. 113*
- b. Appointment of William Parker to the Indian Land Fire Fee Board. *Debbie Hardin – pgs. 114*
- c. Sun City Carolina Lakes townhouse and condo build out question - Ordinance 631.
(Administration Committee - Favorable) John Weaver - pgs. 115-122
- d. Residency requirement. *(Administration Committee – Favorable) Steve Willis – pgs. 123*
- e. Subrecipient Agreement for Erwin Farm Sewer Community Development Block Grant. *Steve Willis – pgs. 124-133*
- f. Update regarding the bridge on Gilroy Drive in Regent Park Subdivision into the County Road System. *Steve Willis*

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

- a. 2nd Reading of Ordinance 2015-1352 Multi-County Park Agreement between Lancaster County and Chesterfield County
- b. 2nd Reading of Ordinance 2015-1366 regarding the Fee Agreement between Lancaster County and LCI-Lineberger Construction, Inc.
- c. 3rd Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC (to be brought back to Council November 9, 2015)
- d. 1st Reading of Ordinance 2015-1369 Avondale PDD
- e. 1st Reading of Ordinance 2015-1370 Avondale Development Agreement

- f. 3rd Reading of Ordinance 2015-1367 regarding modifications to the Edenmoor Improvement District (now known as Walnut Creek)
- g. 3rd Reading of Ordinance 2015-1368 to authorize and provide for issuance and sale of Walnut Creek Improvement District Revenue Bonds and other related matters

10. Miscellaneous Reports and Correspondence

- a. Lancaster County Transportation Committee update

11. Calendar of Events – pg. 134

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

13. Executive Session

- a. Economic Development Matter regarding Project Ork – SC Code § SC Code §30-4-70(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.mylancastercsc.org



Members of Lancaster County Council

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

Minutes of the Lancaster County Council Special Meeting

101 N. Main Street, Lancaster, SC 29720

Friday, September 18, 2015

DRAFT

Council Members present were Bob Bundy, Larry Honeycutt, Steve Harper and Charlene McGriff. Council Members Larry McCullough, Brian Carnes and Jack Estridge were absent. Also present was Steve Willis, Debbie Hardin, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call Special Meeting to Order

Chairman Bob Bundy called the special meeting of Council to order at 12 noon.

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

Steve Willis requested that an information only item regarding the EMS garage destruction be added to the agenda.

MOTION was made by Larry Honeycutt to approve the agenda as amended. SECONDED by Charlene McGriff. Passed 4-0.

Citizen Comments

There were no citizen's comments.

DRAFT

EMS Garage Destruction

Clay Catoe, EMS Director, informed Council of the destruction of the EMS garage during a recent storm. He reported that the South Carolina Property and Liability Trust were contacted and a new building will be erected in the same place. The insurance claim is approximately \$169,000. He is requesting that we enclose the building and provide heat and a/c units, in order to meet today's standards. This would cost approximately \$300,000 - \$350,000.

Council requested that this item be looked at very carefully as EMS is supposed to be part of the new Public Works facility and asked would if we would even need to spend the extra money on this building.

Mr. Catoe reassured Council that in the future this building could be used to house other units that are presently left outside in the weather. Steve Willis noted that he has authorized an emergency procurement and they are moving forward with ordering the building.

Council requested information on how this would fit into the master plan for the area. They also requested this information be placed on the next meeting agenda.

Executive Session

Charlene McGriff made a MOTION to go into Executive Session. SECONDED by Larry Honeycutt. Passed 4-0.

Larry Honeycutt made a MOTION to come out of Executive Session. SECONDED by Charlene McGriff. Passed 4-0.

Chairman Bundy announced that Council discussed an economic development project while in Executive Session where no votes were taken.

MOTION was made by Charlene McGriff to give authorization to revise the incentive package to Project Gamecock for the Chairman to communicate to the Department of Commerce. Passed 4-0.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Charlene McGriff. Passed 4-0.

Respectfully Submitted:

Approved by Council, October 12, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1373

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY LANCASTER COUNTY, REPRESENTED BY STEVE WILLIS LANCASTER COUNTY ADMINISTRATOR, LOCATED AT 3888 CHESTER HIGHWAY FROM B-2, COMMUNITY BUSINESS DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property located at 3888 Chester Highway from B-2, Community Business District to I-1, Light Industrial District.

(b) On August 18, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from B-2, Community Business District to I-1, Light Industrial District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0066-00-033.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-14-15	Passed 7-0
Second Reading: 9-28-15	Passed 7-0
Third Reading: 10-12-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1372

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF BRADLEY J. MULLIS, LOCATED \pm 550 FEET SOUTH OF THE INTERSECTION OF WHITTLE STREET AND SHILOH UNITY ROAD FROM R-45B, RURAL RESIDENTIAL/BUSINESS/AGRICULTURAL DISTRICT TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Bradley J. Mullis applied to rezone property located \pm 550 feet south of the intersection of Whittle Street and Shiloh Unity Road from R-45B, Rural Residential/Business/Agricultural District, to B-3, General Commercial District.

(b) On August 18, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45B, Rural Residential/Business/Agricultural District to B-3, General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0036-00-038.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 201_.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-14-15	Passed 7-0
Second Reading: 9-28-15	Passed 7-0
Third Reading: 10-12-15	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: Resolution 0896-R2015
Contact Person / Sponsor: Sheriff Barry Faile
Department: Sheriff's Office
Date Requested to be on Agenda: October 12, 2015

Issue for Consideration:

Donation of abandoned or recovered property.

Points to Consider:

This would be handled through state code, specifically section 27-21-20.

Funding and Liability Factors:

N/A

Council Options:

Grant consent to the request by Sheriff Faile or deny consent.

Staff Recommendation:

Grant consent.

Committee Recommendation:

Inasmuch as this is a minor, routine item it was not presented to the Public Safety Committee.



Lancaster County
Sheriff's Office

BARRY S. FAILE

SHERIFF

Memorandum

Date: 09/30/2015
To: Steve Willis- County Administrator and Members of Council
From: Sheriff Faile
RE: Disposition of Found Property

As authorized by statute 27-21-20 in the SC Code of Laws, the Sheriff may turn over to any organization exempt from tax under Section 501 (c)(3) of the Internal Revenue Code of 1986 **items of abandoned or recovered property** to be used for the betterment of the organization. These items may include but not be limited to: bicycles, power tools, hand tools and other items at the discretion of the Sheriff. The accrued value of the items given to an individual organization will not exceed the value of one thousand dollars in any fiscal year.

We routinely run across found property that ends up in our evidence room. The most common items that we end up with are bicycles. After following our procedures, state law, and making a diligent effort to ascertain the owner which includes publicly advertising the items, we would like remove the items from our storage. In order to comply with State Law we must have the permission of the local governing body. We are therefore requesting permission to donate from this point forward all property qualified under this section to non-profit charitable organizations within the county as deemed appropriate by the Sheriff. A specific disposition will be maintained within our records management system in the event that a record of the transaction is needed.

Sincerely,

Barry S. Faile

Sheriff

AND IT IS SO RESOLVED this 12th day of October, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney

Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0897-R2015
Contact Person / Sponsor:	Chairman Bob Bundy
Department:	Council
Date Requested to be on Agenda:	October 12, 2015

Issue for Consideration:

Resolution authorizing Chairman Bundy to consult with York County Council Chairman Dr. Britt Blackwell to determine what steps should be taken to proceed with this project.

Points to Consider:

This authorizes discussion only and no outlay of funds.

This comes following joint meetings by the Lancaster and York Chambers of Commerce.

Winthrop University has completed a study outlining the financial benefits of this project.

Funding and Liability Factors:

No funding authorized at this stage.

Council Options:

Approve or reject the Resolution.

Staff Recommendation:

Approve.

Committee Recommendation:

This is for discussion only by full Council and has not been reviewed by a Committee.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION NO. 0897-R2015

A RESOLUTION

**AUTHORIZING THE COUNTY COUNCIL CHAIR TO CONSULT WITH THE
YORK COUNTY COUNCIL CHAIR REGARDING THE DAVE LYLE
BOULEVARD (SC HIGHWAY 122) EXPANSION**

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

WHEREAS, the Lancaster and York County Chambers of Commerce have expressed an interest in revisiting the proposed expansion of SC Highway 122 – the Dave Lyle Boulevard from its current terminus in Rock Hill to the intersection of US Highway 521 and SC Highway 75 in Lancaster County; and

WHEREAS, Winthrop University has recently completed a study demonstrating the many financial benefits of the proposed highway expansion to the State of South Carolina, Lancaster County, and York County; and

WHEREAS, there is a potential of obtaining funding from the South Carolina State Infrastructure Bank for construction of this highway project.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that County Council authorizes Council Chairman Bundy to consult with York County Council Chairman Dr. Blackwell to determine the desire of the respective Councils to further study this expansion and what steps the two County Councils might take to further this project.

AND IT IS SO RESOLVED this 12th day of October, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney

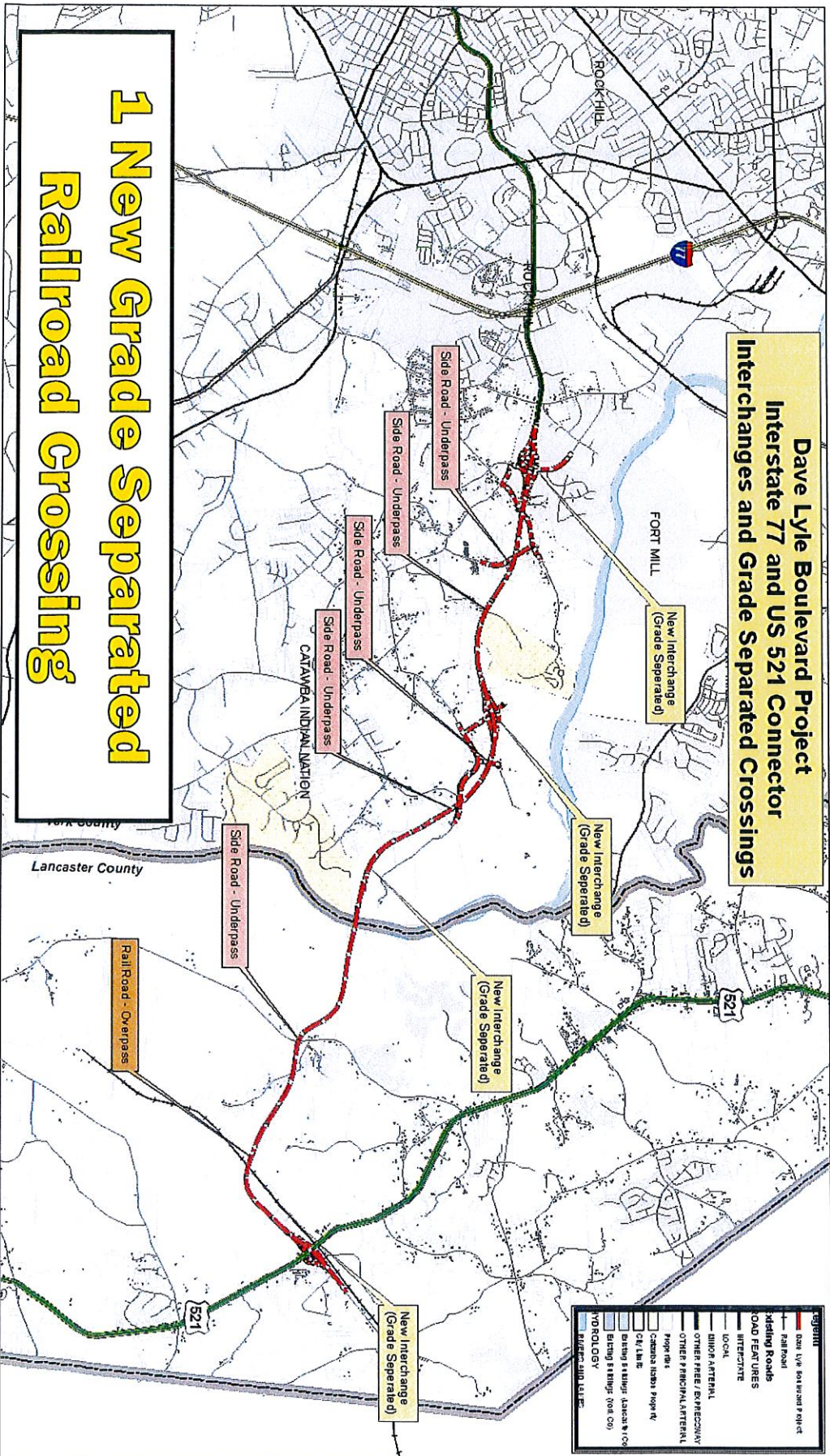
Note on slides:

These are selected slides from a presentation prepared by the York County Engineer's Office in November 2014. Naturally the presentation focusses on York County traffic. If you would like a copy of the full PowerPoint please let me know. The file is quite large and we will have to send it to you on a thumb drive. It is too large to e-mail.

Dave Lyle Boulevard Ext

- The Dave Lyle Boulevard Extension is a project that has been:
 - On York County's Long Range Transportation Plan as an unfunded need for more than 20 years
 - Incorporated as a part of the Charlotte 20-mile outer-outer loop and long range plan
 - Considered the eastern gateway into York County
 - Considered a major east-west corridor providing an economic development opportunity by connecting I-77 in York County with US 521 in Lancaster County

Dave Lyle Boulevard Ext



DAVE LYLE BOULEVARD PROJECT
DATE: 10/1/2008
BY: J. L. BROWN

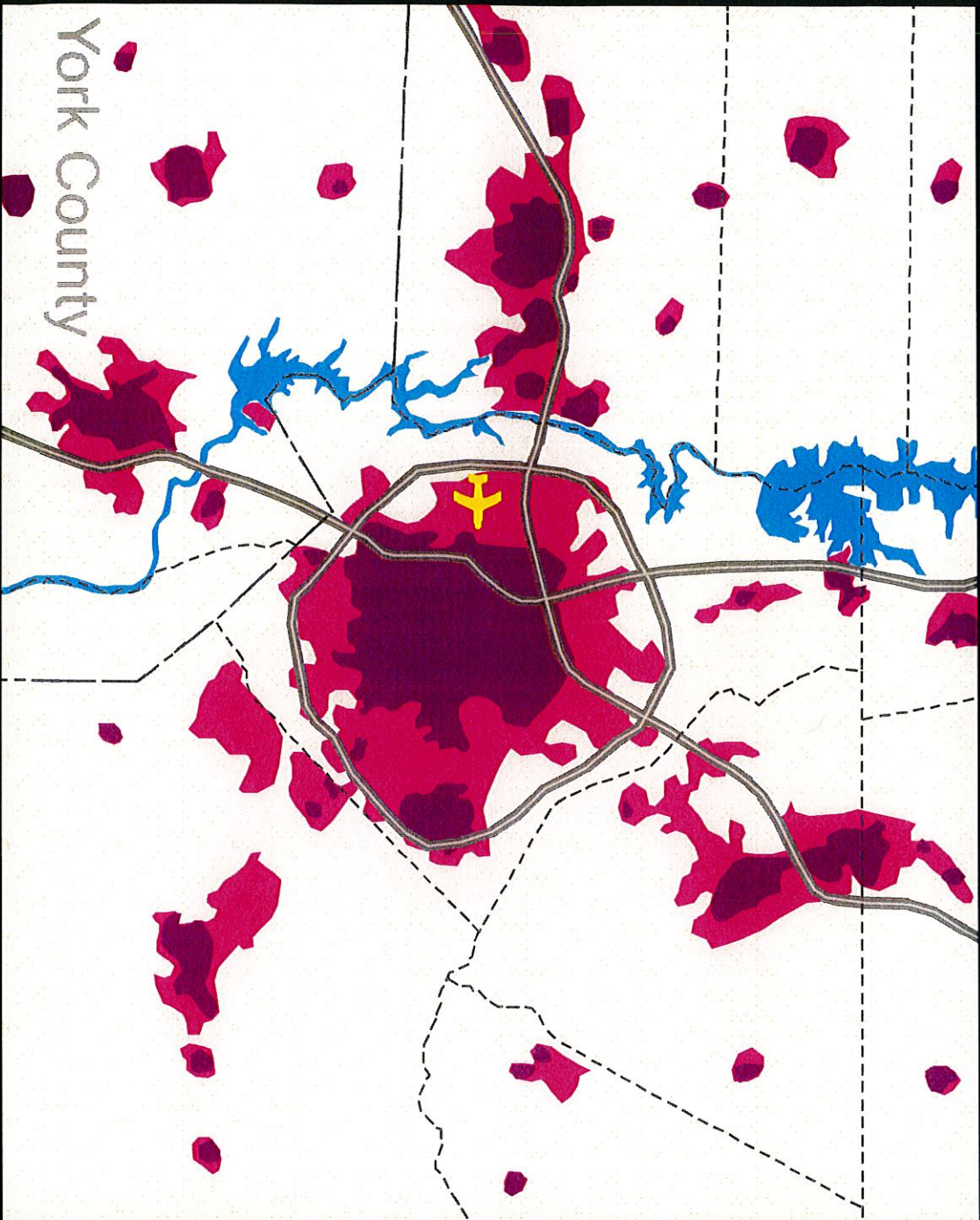
Dave Lyle Boulevard Extension Project
Interstates 77 and US 521 Connector



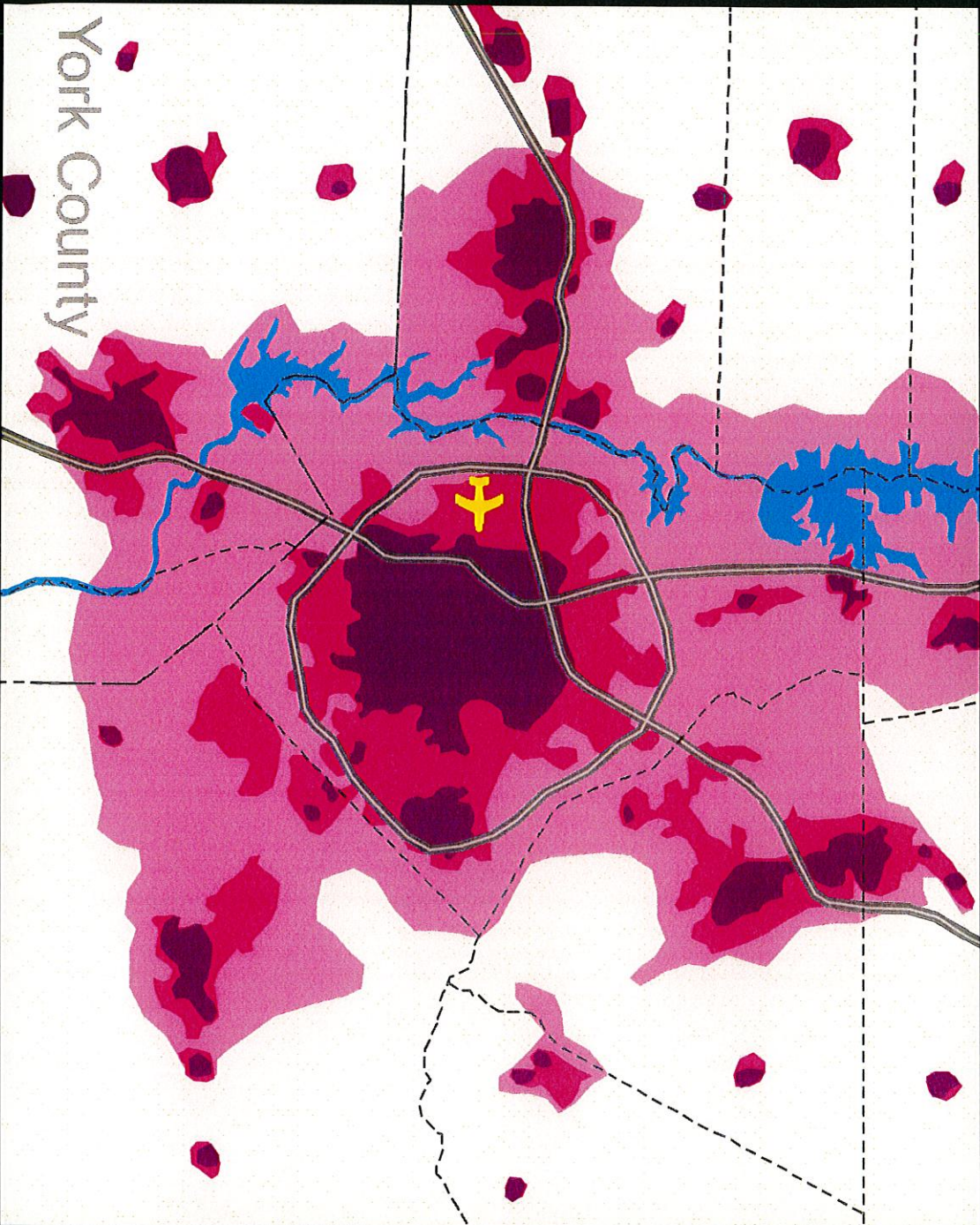
Dave Lyle Boulevard Ext

- 9 miles in length
- Estimated Costs - \$221 million (2013)
 - \$125.0 million in Roadway construction
 - \$ 31.0 million in Interchanges
 - \$ 48.4 million in Over/underpasses
 - \$ 13.8 million in Right-of-way
 - \$ 3.1 million in Environmental Mitigation
- 75 Property owners
- 293 Acres of Right-of-way
- 11 Residential Relocations
- 13 Bridges
- 3.69 Acres of Wetlands impact
- 6 Hazardous Material sites

Urban Growth Areas 1970's , 1980's

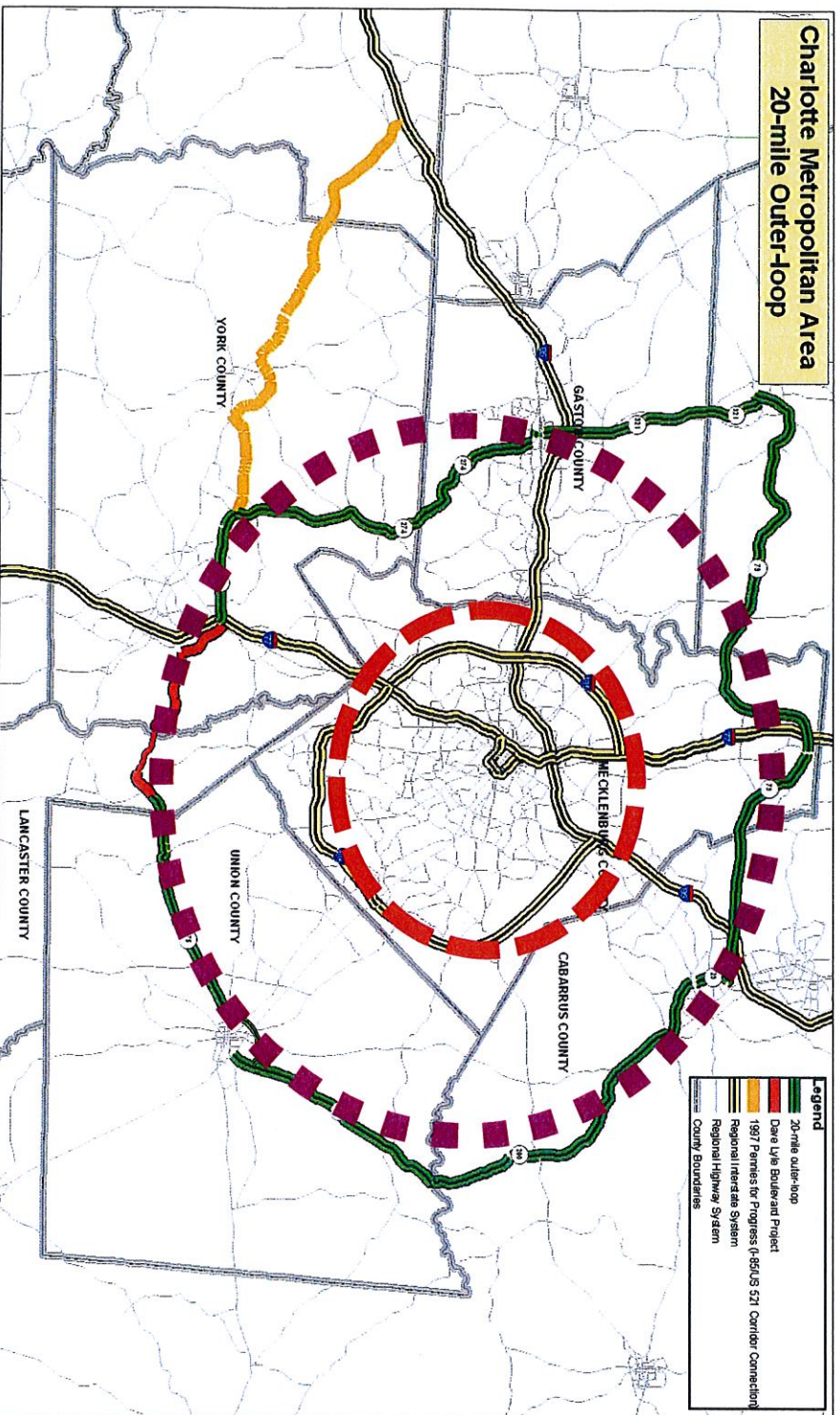


Urban Growth Areas 1970's, 1980's , 2015



Dave Lyle Boulevard Ext

An integral part of the regional transportation network connecting cities and counties surrounding Charlotte



Dave Lyle Boulevard

Do we still need the Dave Lyle Boulevard Project?

- Every couple of years the question comes back:
- Do we still need the project?
- With the absence of “in your face” traffic congestion, we had to identify the more hidden benefits for the project
- In 2009 York and Lancaster County commissioned a study to determine the overall value of the Dave Lyle Project
- Clemson University and University of South Carolina-Moore School of Business conduct the studies
 - Determine the affects of the Dave Lyle Boulevard Project on Land Use, Environment and Economic Development

Dave Lyle Boulevard Ext

Land Use Element



Three step process:

Inventory of existing conditions along the corridor

Comprehensive suitability analysis

Overlay of known environmental issues and existing infrastructure

Dave Lyle Boulevard Ext

Land Use Recommendations



Limit highway access

Design an overlay district

Promote activity centers at strategic major interchanges/intersections

Coordinate infrastructure provisions along the corridor

Limit development in sensitive areas

Incorporated in the development of the County's small area corridor plan for the Dave Lyle Boulevard Extension

Dave Lyle Boulevard Ext

Economic Impacts Summary



2,400 jobs in highway construction

\$93 million income for the state through the highway construction

10,800 jobs in housing and retail construction

\$438 million income for the state through the housing and retail construction

\$1.7 billion one-time impact on the state's economy at build-out in 2030

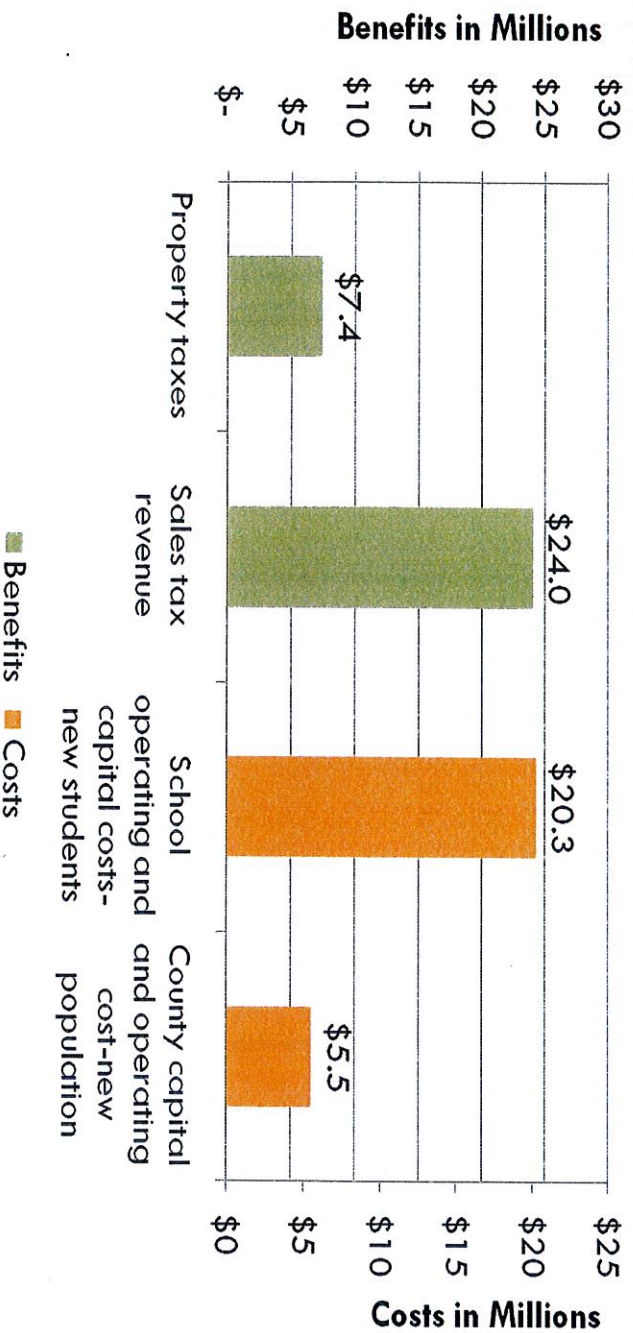
8,000 permanent jobs in retail

\$235 million annually in state income as a result of the additional retail sales (at build-out)

Dave Lyle Boulevard Ext

Local Impacts – Costs to serve at build-out

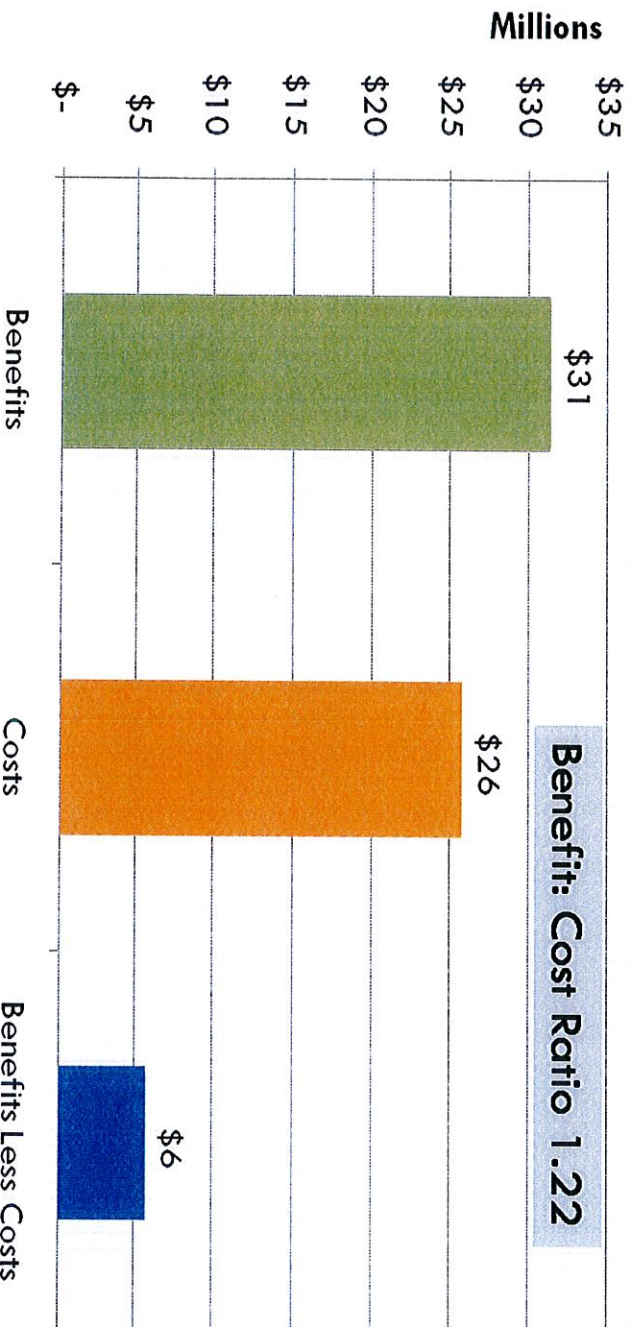
Fiscal Benefits and Costs



Dave Lyle Boulevard Ext

Local Impacts – Costs to serve at build-out

Fiscal Benefits Less Costs



Dave Lyle Boulevard Ext

Do we still need the Dave Lyle Boulevard Project

- Do we still need the project?
- If yes:
 - Should we change the scope of the project (reduce price tag)?
 - How do we fund it?
 - How do we keep other important projects in consideration?
- What are the next steps?

Agenda Item Summary

Ordinance # / Resolution#: 0898-R2015
Contact Person / Sponsor: Clay Catoe, EMS
Department: EMS
Date Requested to be on Agenda: 10-12-15

Issue for Consideration:

Selling of current older EMS Units that are high maintenance issues and allowing funds to be used for a replacement ambulance or ambulances.

Points to Consider:

Current cost of continuous repair and high mileage of these units.

Funding and Liability Factors:

Partial funding from sell of current older used ambulances that can be used in the budget process for 2016-2017 budgeting.

Council Options:

Recommendation:

Recommended to the Administration Committee by the Public Safety Committee and recommended favorably by the Administration Committee to full Council.

EMS Unit Number	Mileage	PM Repairs	Local Repair Cost	Outside Repair Cost	Total Repair Cost
334 International-2010	133,456 \$	452.59 \$	11,911.44 \$	40,565.06 \$	52,929.09
326 Chevy-2004	218,283 \$	184.90 \$	3,418.24 \$	- \$	3,603.14
325 Chevy-2004	168,539 \$	102.36 \$	3,631.62 \$	- \$	3,733.98

Unit 325 computer docking station will not charge computer, replacement cost \$1,200.

Unit 325 currently has no A/C -Heating Unit in the rear - Replacement Cost between \$8,000-\$10,000

Unit 325 currently is not wired to support the new Cardiac Monitors, thus burning up inverters at a cost of \$1,332 each.

Unit 326 currently is not wired to support the new Cardiac Monitors, thus burning up inverters at a cost of \$1,332 each.

Unit 326 computer docking station will not charge computer, replacement cost \$1,200

Unit 326 has no narcotics secure storage, cost unknown

Unit 334 has major motor issues that causes it to smoke and no one can seem to fix, major cost to repair.

Ems Unit Number	Mileage
320 Dodge - 2015	2729
321 Dodge - 2015	2937
327 Chevy - 2004	111,568
328 Chevy - 2006	198,945
329 Chevy - 2006	172,662
330 International - 2009	179,774
331 International - 2009	151,585
332 International - 2009	172,477
333 International - 2010	193,446
335 International - 2010	169,299
336 Dodge - 2013	69,485
337 Dodge - 2013	53,063
338 Dodge - 2014	34,405
339 Dodge - 2014	28,245
340 Ford - 1999	122,545



Lancaster County ***Emergency Medical Services***

Post Office Box 1809

Lancaster, SC 29721

803-283-4134 (Phone) 803-283-2092 (Fax)

Lancaster County EMS along with Lancaster County Vehicle Fleet Maintenance are pursuing the idea of selling several current EMS units due to high cost of repairs and continuous mechanical issues. These units are older units with high mileage and will need replacement within the next 2-3 years.

Notification was made on September 10, 2015 to Lancaster EMS by SC DHEC that SC DHEC EMS Ambulance Building Standards (SPEC's) will change on July 1, 2017. Current building standards are Triple K which will be replaced by NFPA 1917 or the Triple K version 7; which standard is yet to be determined. However, each version has a national recommended change in safety equipment that must be included on each new unit purchased after July 1, 2017 that will increase the cost of the units by \$30,000 - \$50,000 per unit.

In an attempt to "beat" the price increase and to help cut down on current repair cost. We are proposing the sale of current units with major repair issues. The funds profited we ask to be allowed to be put toward the purchase of an additional unit or units. If enough funds are not made to purchase additional units, then the budgeting process for the 2016-2017 budget will be used to offset the difference.

To make budgeting simple, I propose selling these units between now and the end of the current calendar year (2015). Therefore, we will know just how much money was made as we begin to look at the 2016/2017 unit purchases. The money profited would only be used toward a replacement unit and would hopefully allow us to purchase three units in the next budget, which will beat the new upcoming changes implementation date. Two units would be budgeted as currently and the additional unit would come for the profit of the sell plus (if needed) additional funding as council deems appropriate.

I have included in your package a breakdown of all our units and their current mileages. As you can see we have several that are pushing high mileage (200,000) and will need to be replaced in the upcoming years. Purchasing more new ones now at the current cost allows us to keep current high mileage units from running many calls, thus extending their life cycle and ultimately saving money.

If I can provide any further information or be of any further assistance, please let me know.

S/ Clay Catoe
Clay Catoe, Director

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 0898-R2015

A RESOLUTION

**DECLARING SURPLUS THREE (3) AMBULANCES PURSUANT TO
LANCASTER COUNTY CODE SECTION 2-288; AUTHORIZING THEIR SALE
PURSUANT TO SECTION 2-288; AND RESERVING THE PROCEEDS FROM
THE SALE OF THE AMBULANCES**

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

WHEREAS, Lancaster County EMS Director Clay Catoe and Fleet Operations Director Brandon Elliott report three (3) ambulances are surplus to the needs of the County due to their age and/or mechanical condition; and

WHEREAS, the Administrative Committee of County Council voted to forward this item to County Council with an affirmative recommendation.

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

Section 1. The following ambulances are declared surplus property of Lancaster County pursuant to County Code §2-288:

325 – 2004 Chevrolet

326 – 2004 Chevrolet

334 – 2010 International

Section 2. The Procurement Official and such other County officials as may be appropriate are authorized to sell these vehicles by way of auction or sale by bid to vendors of surplus equipment.

Section 3. The proceeds from the sale of these vehicles will be reserved to offset the cost of a future ambulance purchase.

AND IT IS SO RESOLVED this 12th day of October, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney

The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2015-2016 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, October 12, 2015 at 6:30pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of two Ordinances amending the Fiscal Year 2015-2016 County Budget.

ORDINANCE 2015-1375 & 2015-1376 TO AMEND ORDINANCE 2015-1356

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY2015-2016); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

County Transportation Committee Fund:

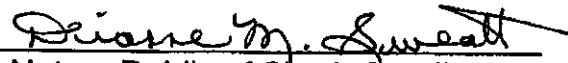
Supplemental Revenue—State of South Carolina	3,944,400
State Road Paving	3,944,400

General Fund:

Supplemental Revenue—Fund Balance	474,547
SCAC Deductible	100,000
EMS Shed Replacement	350,000
Department of Economic Development Vehicle	24,547
Transfer of Funds—Lancaster County Economic Development Corporation	294,263
Lancaster County Department of Economic Development	294,263

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 286-1565 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 9/25/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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)
)

ORDINANCE NO. 2015-1375

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2015-1356, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY 2015-2016), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2015-1356 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2015 and ending June 30, 2016 ('FY 2015-2016):

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
County Debt	1,859,931
County Transportation Committee Fund	1,450,000
	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	44,906,126
	45,356,126
Indian Land Fire Protection District Fund	522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	417,344
Recreation Fund	2,447,396
Victims Services Fund	86,605

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2015-1356, for the following items:

County Transportation Committee Fund			
	Supplemental Revenue-State of South Carolina	3,944,400	
	State Road Paving		3,944,400
General Fund			
	Fund Balance	450,000	
	SCAC Deductible		100,000
	EMS Shed Replacement		350,000

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 12th day of October, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	September 14, 2015	Passed 7-0
Second Reading:	September 28, 2015	Passed 7-0
Public Hearing:	October 12, 2015	Tentative
Third Reading:	October 12, 2015	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA)
)
LANCASTER COUNTY)

ORDINANCE NO. 2015-1371

TO AUTHORIZE AND APPROVE THE CREATION OF A NEW COUNTY DEPARTMENT TO BE KNOWN AS THE LANCASTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, for an extended period of time, the economic development responsibilities for Lancaster County have been vested, in part, with an independent corporation, the Lancaster County Economic Development Corporation; and

WHEREAS, by the passage of Resolution No. 0884-R2015, the Lancaster County Economic Development Corporation was relieved of its responsibilities to represent Lancaster County in its economic development efforts and, therefore, it has become necessary to create an internal county department so as to carry forward that vital governmental obligation of economic development; and

WHEREAS, pursuant to South Carolina Code Section 4-9-30(6), Lancaster County Council is vested with the authority granted by the Constitution to establish such departments in the county as may be necessary and proper to provide services of local concern for public purposes; and

WHEREAS, Lancaster County Council hereby makes a finding that continued economic development is a local concern and serves a vital public purpose;

NOW, THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution or 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:

1. Within the framework of the organizational structure of Lancaster County government, there is created a Department of Economic Development.
2. The funding necessary for the financial viability of this new department shall be by way of a budget amendment ordinance wherein funding for the remainder of FY2016 shall be transferred from the Lancaster County Economic Development Corporation account into the Department of Economic Development account.

3. The Administrator is authorized and charged with the responsibility of establishing a detailed budget for the department including, but not limited to, an assignment of personnel with appropriate job descriptions.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

1st Reading: September 14, 2015 Passed 6-1
2nd Reading: September 28, 2015 Passed 6-1
3rd Reading: October 12, 2015 Tentative

The Lancaster News

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

PUBLIC HEARING NOTICE

Fiscal Year 2015-2016 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, October 12, 2015 at 6:30pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of two Ordinances amending the Fiscal Year 2015-2016 County Budget.

ORDINANCE 2015-1375 & 2015-1376 TO AMEND ORDINANCE 2015-1366

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY2015-2016); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

County Transportation Committee Fund:

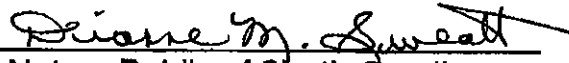
Supplemental Revenue—State of South Carolina	3,944,400
State Road Paving	3,944,400

General Fund:

Supplemental Revenue—Fund Balance	474,547
SCAC Deductible	100,000
EMS Shed Replacement	350,000
Department of Economic Development Vehicle	24,547
Transfer of Funds—Lancaster County Economic Development Corporation	294,263
Lancaster County Department of Economic Development	294,263

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 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 9/25/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA)
)
LANCASTER COUNTY)

ORDINANCE NO. 2015-1376

TO AMEND ORDINANCE NO. 2015-1356 RELATING TO THE APPROPREATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR THE LANCASTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT FOR THE REMAINDER OF THIS FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the creation of an internal Department of Economic Development and the earlier decision of Council to defund the Lancaster County Economic Development Corporation has made it necessary to adjust this year's fiscal budget so as to adequately fund the new department;

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2, of Ordinance No. 2015-1356 is amended to read:

A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses of the Lancaster County Department of Economic Development for the remainder of the fiscal year beginning July 1, 2015 and ending June 30, 2016.

APPROPRIATIONS	AMOUNT
A. General Fund	
Lancaster County Economic Development Corporation	-294,263
Lancaster County Department of Economic Development	+294,263
B. Fund Balance	
Department of Economic Development vehicle	24,547
Total	318,810

- (b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) or Ordinance No. 2015-1356, for the following items:

10 General Fund Economic Development Expenditure	Recommended 2015-2016
10-7-035-500.00 Wages and Salaries Full Time	116,269
10-7-.35-500.05 Salaries-Overtime	500
10-7-035-500.10 Wages & Salaries PT	18,000 0
10-7-035-510.00 FICA – Employers Contribution	10,348 8,980
10-7-035-510-05 SC Retirement – Employers Contribution	14,961 12,972
10-7-035-510.15 Health/Life Ins Employers	20,854
10-7-035-510-25 Workers Compensation	4,278 3,750
10-7-035-530-00 Travel, Training, Dues	40,000
10-7-035-540-00 Supplies – General	7,500
10-7-035-541-00 Supplies – Postage	1,000
10-7-035-551-00 Equipment General	6,000
10-7-035-560-00 Equipment Capitalized	25,000
10-7-035-570-00 Utilities General	
10-7-035-571-00 Utilities – Telephone	7,000
10-7-035-590-00 Maintenance-Vehicles	750
10-7-035-590-05 Gasoline	4,250
10-7-035-593-00 Maintenance-Service Agree	
10-7-035-600-00 Contractual Services (CS)	20,000 41,885
10-7-035-605-00 CS – Printing	1,100
10-7-035-670-00 Advertising	10,000
10-7-035-690-00 Special Projects	7,000
10-7-035-750-00 Lease – Copiers	4,000
Total	318,810

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

Dated this ____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

First Reading:	September 14, 2015	Passed 7-0
Second Reading:	September 28, 2015	Passed 6-1
Third Reading	October 12, 2015	Tentative
Public Hearing	October 12, 2015	Tentative

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1348

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF AMENDMENTS TO A 2010 INCENTIVE AGREEMENT, FEE AGREEMENT, AND INFRASTRUCTURE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC., THE CITY OF LANCASTER, AND THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

Council finds and determines that:

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

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

c. the County previously recruited a project (the “**Original Project**”) in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (sometimes collectively referred to herein as the “**Company**”);

d. in connection with the Original Project, Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., the County, the Lancaster County Economic Development Corporation (the “**LCEDC**”), and the City of Lancaster, South Carolina (the “**City**”) entered into a June 7, 2010 Incentive Agreement (the “**Incentive Agreement**”); Nutramax Manufacturing, Inc. and the County entered into a June 28, 2010 Fee Agreement (the “**Fee Agreement**”); and Nutramax Laboratories, Inc., Nutramax Properties, LLC and the County entered into a June 28, 2010 Infrastructure Credit Agreement (the “**Infrastructure Credit Agreement**”) (collectively, the Incentive Agreement, the Fee Agreement, and the Infrastructure Credit Agreement are referred to herein as the “**2010 Agreements**”);

e. pursuant to the 2010 Agreements, the Company agreed to invest \$8.5 million in the Original Project and to create 200 jobs in connection with the Original Project by June 28, 2015;

f. the Company has already invested approximately \$29 million in the Original Project (\$20.5 million in excess of its \$8.5 million investment commitment) and has succeeded in creating 200 jobs in connection with the Original Project;

g. Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC and Nutramax Land Holdings, Inc., and one or more related corporations and limited liability companies which are now existing or to be formed in the future are considering additional investments, through themselves and/or one or more existing or to-be-formed affiliated or related entities and/or one or more unrelated parties, including third party lessors, in the expansion of a manufacturing facility and related facilities through the acquisition of land, buildings, and improvements thereon (the “**Land and Building**”), the construction of improvements thereon and/or therein, and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which are eligible for inclusion under the Act as economic development property, the cost of which is estimated to be \$15 million, along with the creation of 125 new, full-time jobs (the “**New Project**”), all as more fully set forth in the Amendments;

h. the Original Project is presently located at three sites in the County, including one site in the City, and it is presently contemplated that the New Project will be located at one or more of such three sites and/or an additional site in the County, so that all investments and jobs located or to be located at any of those four sites shall be counted and included for purposes of all benefits and requirements set forth in the 2010 Agreements;

i. Council, in order to induce the Company to locate the New Project in the County, adopted, on August 24, 2015, Resolution No. 0883-R2015 (the “**Inducement Resolution**”) to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which reduced fee-in-lieu of tax payments may be made and extend the period during which the special source revenue credit would apply to the Company’s investments;

j. the parties to the Incentive Agreement agree that all rights and obligations of the LCEDC under the Incentive Agreement have been satisfied and that the Incentive Agreement should now be amended to remove the LCEDC as a party to the Incentive Agreement; and

k. it is the purpose of this ordinance to provide for the approval of the above-referenced amendments and to effectuate the commitments of the County made in the Inducement Resolution.

Section 2. Additional findings and determinations.

Council finds and determines that:

- a. the New 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 New Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the New Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made;
- c. the New 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 New Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- e. the purposes to be accomplished by the New Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- f. the inducement of the location of the New Project within the County and State is of paramount importance; and
- g. the benefits of the New Project to the public will be greater than the costs to the public.

Section 3. Approval of Amendments.

The form, terms, and provisions of the First Amendment to Incentive Agreement, attached hereto as Exhibit A, the First Amendment to Infrastructure Credit Agreement, attached hereto as Exhibit B, and the First Amendment to Fee Agreement, attached hereto as Exhibit C (collectively, the First Amendment to Incentive Agreement, the First Amendment to Infrastructure Credit Agreement, and the First Amendment to Fee Agreement are referred to as the “**Amendments**”), are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Amendments were set out in this Ordinance in their entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Amendments in the name of and on behalf of the County, and thereupon to cause the Amendments to be delivered to the Company. The Amendments are to be in substantially the form attached hereto 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 Amendments attached to this ordinance.

Section 4. Cost-Benefit Findings.

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

- a. the benefits of providing the incentives arrangement set forth in the Amendments include: (i) investment in personal property and certain real estate improvements of at least \$15,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$N/A after application of incentives; (iii) construction benefit of \$2,010,000; (iv) facility operation benefit of \$3,929,320; (v) employee benefit of \$46,477; and (vi) visitor benefit of \$0. The total benefit is estimated at \$5,985,797;
- b. the cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$267,551; and (iii) employee costs of \$95,878. The total cost is estimated at \$363,429;
- c. the benefit to cost ratio in year one is estimated at \$15.19:1 and after year one at \$9.66:1; and
- d. the value of the FILOT incentive to the Company is estimated at \$1,326,393 and the special source revenue credits at \$376,086.

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 fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Amendments. 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 from the New Project 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 Amendments and the performance of all obligations of the County under and pursuant to the Amendments.

Section 7. Severability.

The provisions of this Ordinance are separable, and if any section, phrase, or provision is for any reason declared by a court of competent jurisdiction to be invalid or unenforceable, the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions in this Ordinance.

Section 8. Controlling Provision.

To the extent that this Ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances and resolutions, 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, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

First Reading: _____, 2015
Second Reading: _____, 2015
Public Hearing: _____, 2015
Third Reading: _____, 2015

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Exhibit A to Ordinance No. 2015-1348

**First Amendment to Incentive Agreement
Nutramax**

This FIRST AMENDMENT TO INCENTIVE AGREEMENT (this “**Amendment**”) is dated as of _____, 2015 by and between NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC., LANCASTER COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, the LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION (“**LCEDC**”), and the CITY OF LANCASTER, SOUTH CAROLINA (the “**City**”) (all of the foregoing entities collectively referred to in this Amendment as the “**Parties**”).

WITNESSETH:

WHEREAS, the County previously recruited a project (the “**Original Project**”) in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (sometimes collectively referred to herein as the “**Company**”);

WHEREAS, in connection with the Original Project, Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., the County, the LCEDC, and the City entered into a June 7, 2010 Incentive Agreement (the “**Incentive Agreement**”); Nutramax Manufacturing, Inc. and the County entered into a June 28, 2010 Fee Agreement (the “**Fee Agreement**”); and Nutramax Laboratories, Inc., Nutramax Properties, LLC and the County entered into a June 28, 2010 Infrastructure Credit Agreement (the “**Infrastructure Credit Agreement**”) (collectively, the Incentive Agreement, the Fee Agreement, and the Infrastructure Credit Agreement are referred to herein as the “**2010 Agreements**”);

WHEREAS, pursuant to the 2010 Agreements, the Company agreed to invest \$8.5 million in the Original Project and to create 200 jobs in connection with the Original Project by June 28, 2015;

WHEREAS, the Company has already invested approximately \$29 million in the Original Project (\$20.5 million in excess of its \$8.5 million investment commitment) and has succeeded in creating 200 jobs in connection with the Original Project;

WHEREAS, the County recruited an additional investment in the County by the Company of approximately \$15 million and 125 new, full-time jobs (the “**New Project**”);

WHEREAS, the Original Project is presently located at three sites in the County, including one site in the City, and it is presently contemplated that the New Project will be located at one or more of such three sites and/or an additional site in the County, so that all investments and jobs located or to be located at any of those four sites shall be counted and included for purposes of all benefits and requirements set forth in the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on August 24, 2015, Resolution No. 0883-R2015 (the “**Inducement Resolution**”) to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including

entering into amendments to the 2010 Agreements to, among other things, extend the period during which reduced fee-in-lieu of taxes (“**FILOT**”) payments may be made and extend the period during which the special source revenue credit (“**SSRC**”) would apply to the Company’s investments;

WHEREAS, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a September 9, 2015 Motion approving and affirming the County Council’s August 24, 2015 Inducement Resolution;

WHEREAS, the Parties agree that all rights and obligations of the LCEDC under the Incentive Agreement have been satisfied, and the Parties agree that the Incentive Agreement should now be amended to remove the LCEDC as a party thereto; and

WHEREAS, pursuant to Ordinance No. 2015-1348 dated _____, 2015 (the “**Ordinance**”), the County Council authorized this Amendment, and pursuant to Resolution No. _____ dated _____, 2015, the City Council authorized this Amendment, and the Parties now desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in this Amendment, the Parties hereby agree as follows:

1. The Incentive Agreement shall be amended by removing the LCEDC as a party thereto and by adding Nutramax Properties, LLC and Nutramax Land Holdings, Inc. as parties thereto, and such additional parties, together with Nutramax Manufacturing, Inc. and Nutramax Laboratories, Inc., shall be collectively defined therein as the “Company.”

2. Article I of the Incentive Agreement shall be amended by adding the following paragraph at the end of that Article:

As of [insert the effective date of the First Amendment], the Company and the County agree to add to the land and buildings subject to this Agreement prior to [insert the effective date of the First Amendment] the parcel of land located at 1792 Silkies Boulevard, Lancaster, South Carolina (Tax Map No. 0080-00-001.00) together with one or more buildings and personal property located or to be located on such parcel (the “Additional Site”). The incentives and benefits provided to the Company through the MCBP FILOT and SSRC shall apply to the Additional Site. Investments made and jobs created at the Additional Site shall be included in the computations made to determine if the amount of investments and the number of jobs required with respect to any maintenance requirements set forth in this Agreement (including without limitation Article II(c)(ii) and Article IV (b) hereof) have been achieved.

3. Article II of the Incentive Agreement shall be amended by adding new Article II(g) and Article II(h), which shall read as follows:

(g) Notwithstanding anything in Article II(c) hereof to the contrary, the County and the Company agree that as of [insert effective date of Amendment], (i) the Company has satisfied all conditions and requirements imposed by Article II of this Agreement with respect to the 43 Acre Tract, and the County does hereby and, as necessary, shall, terminate, release and/or satisfy, as applicable, any mortgages or other liens that the County may have with respect to the 43 Acre Tract, (ii) the County has satisfied the

conditions and requirements imposed by Article III(a)(vi) of this Agreement to provide a 95% special source revenue credit for the 43 Acre Tract, and (iii) the 50% SSRC referenced in Article III(a)(iii) of this Agreement shall also apply to the Company's FILOT payments on the 43 Acre Tract.

(h) As of December 31, 2014, the parties to this Agreement recognize and agree that Scenario III, as set forth in Article II(b)(iii) hereof, is the applicable scenario for purposes of this Agreement.

4. In Article III(a)(i) of the Incentive Agreement, the reference in clause (v) to "a 30-year term" shall be changed to a reference to "a 40-year term."

5. Article III(a)(iii) of the Incentive Agreement shall be revised and restated to read as follows:

The County agrees to provide an additional SSRC equal to fifty percent (50%) of the Negotiated FILOT and the MCBP FILOT, net of the SSRC as provided in subarticle (ii) above, for all qualifying expenses of the Company under South Carolina law, for a period of ten (10) years as described in the following sentence. This SSRC shall apply to each annual component of the Negotiated FILOT and the MCBP FILOT for a period of ten (10) years for each annual component of investments placed in service by the Company between January 1, 2010 and December 31, 2024, so that for each year's investments placed in service during such period the fifty percent (50%) SSRC shall apply for ten (10) years thereafter. Thus, for example, for investments placed in service by the Company during 2010, the ten (10)-year, 50% SSRC shall apply for years 2011-2020, and for investments placed in service by the Company during 2024, the ten (10)-year, 50% SSRC shall apply for years 2025-2034.

6. Article IV of the Incentive Agreement shall be amended by adding new Article IV(e) and Article IV(f), which shall read as follows:

(e) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Article II(c)(ii) hereof), at least \$15,000,000 (the "**Expansion Investment Minimum**") and does not create, in addition to the 200 jobs already created (as referenced in Article II(c)(ii) hereof), at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the "**Expansion Jobs Minimum**"), then the additional 50% SSRC to be provided to the Company pursuant to Article III(a)(iii) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

(f) As of December 31, 2014, the parties to this Agreement recognize and agree that the Company has met the initial investment, wage and job requirements as set forth in

Articles II(c)(ii) and IV(b) hereof within the five (5)-year period referenced therein. The Company recognizes and agrees that the maintenance requirement set forth in Articles II(c)(ii) and IV(b) hereof continues to apply as set forth therein.

7. This Amendment controls over any contrary or inconsistent provision of the Incentive Agreement. Every provision of the Incentive Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX MANUFACTURING, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX LABORATORIES, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Name: _____
Title: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LANCASTER COUNTY ECONOMIC DEVELOPMENT
CORPORATION (hereby removing itself as a party to the
Incentive Agreement)

By: _____
Name: _____
Title: _____

CITY OF LANCASTER, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

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Exhibit B to Ordinance No. 2015-1348

**First Amendment to Infrastructure Credit Agreement
Nutramax**

This FIRST AMENDMENT TO INFRASTRUCTURE CREDIT AGREEMENT (this "**Amendment**") is dated as of _____, 2015 by and between LANCASTER COUNTY, SOUTH CAROLINA (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina, NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC and NUTRAMAX LAND HOLDINGS, INC. (all of the foregoing entities collectively referred to in this Amendment as the "**Parties**").

WITNESSETH:

WHEREAS, the County previously recruited a project (the "**Original Project**") in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (sometimes collectively referred to herein as the "**Company**");

WHEREAS, in connection with the Original Project, Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., the County, the Lancaster County Economic Development Corporation, and the City of Lancaster, South Carolina (the "**City**") entered into a June 7, 2010 Incentive Agreement (the "**Incentive Agreement**"); Nutramax Manufacturing, Inc. and the County entered into a June 28, 2010 Fee Agreement (the "**Fee Agreement**"); and Nutramax Laboratories, Inc., Nutramax Properties, LLC and the County entered into a June 28, 2010 Infrastructure Credit Agreement (the "**Infrastructure Credit Agreement**") (collectively, the Incentive Agreement, the Fee Agreement, and the Infrastructure Credit Agreement are referred to herein as the "**2010 Agreements**");

WHEREAS, pursuant to the 2010 Agreements, the Company agreed to invest \$8.5 million in the Original Project and to create 200 jobs in connection with the Original Project by June 28, 2015;

WHEREAS, the Company has already invested approximately \$29 million in the Original Project (\$20.5 million in excess of its \$8.5 million investment commitment) and has succeeded in creating 200 jobs in connection with the Original Project;

WHEREAS, the County recruited an additional investment in the County by the Company of approximately \$15 million and 125 new, full-time jobs (the "**New Project**");

WHEREAS, the Original Project is presently located at three sites in the County, including one site in the City, and it is presently contemplated that the New Project will be located at one or more of such three sites and/or an additional site in the County, so that all investments and jobs located or to be located at any of those four sites shall be counted and included for purposes of all benefits and requirements set forth in the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on August 24, 2015, Resolution No. 0883-R2015 (the "**Inducement Resolution**") to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which

reduced fee-in-lieu of taxes (“FILOT”) payments may be made and extend the period during which the special source revenue credit (“SSRC”) would apply to the Company’s investments;

WHEREAS, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a September 9, 2015 Motion approving and affirming the County Council’s August 24, 2015 Inducement Resolution; and

WHEREAS, pursuant to Ordinance No. 2015-1348 dated _____, 2015 (the “Ordinance”), the County Council authorized this Amendment, and pursuant to Resolution No. _____ dated _____, 2015, the City Council authorized the Incentive Agreement Amendment and consented to the FILOT and SSRC modifications referenced above with respect to the City site, and the Parties now desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in this Amendment, the Parties hereby agree as follows:

1. The Infrastructure Credit Agreement shall be amended by adding Nutramax Manufacturing, Inc. and Nutramax Land Holdings, Inc. as parties thereto, and such additional parties, together with Nutramax Laboratories, Inc. and Nutramax Properties, Inc., shall be collectively defined therein as the “Company.”

2. Exhibit A to the Infrastructure Credit Agreement shall be amended by adding at the end of the exhibit:

“PARCEL D:

1792 Silkies Boulevard, Lancaster, South Carolina
Tax Map No. 0080-00-001.00”

3. The third paragraph of Section 3.02(a) of the Infrastructure Credit Agreement is revised and restated to read as follows:

The third component of the SSRC is an annual credit equal to fifty percent (50%) of the Lancaster Fee Payments each year for ten years (net of the first and second components of the Special Source Revenue Credits) for each annual component of ~~qualifying expenses property~~ that the Company places in service ~~during the Investment Period, as the Fee Agreement defines that term~~ between January 1, 2010 and December 31, 2024. Thus, for example, for each annual component of property placed in service by the Company during 2010, the ten-year, 50% SSRC shall apply for years 2011-2020, and for each annual component of property placed in service by the Company during 2024, the ten-year, 50% SSRC shall apply for years 2025-2034.

4. Section 3.03 of the Infrastructure Credit Agreement shall be amended by adding new subsections (e) and (f), which shall read as follows:

(e) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Section 3.03(a) hereof), at least \$15,000,000 (the “**Expansion Investment Minimum**”) and does not create, in addition to the 200 jobs already created (as

referenced in Section 3.03(a) hereof), at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the “**Expansion Jobs Minimum**”), then the additional 50% SSRC to be provided to the Company pursuant to Section 3.02(a) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

(f) As of December 31, 2014, the parties to this Agreement recognize and agree that the Company has met the initial investment, wage and job requirements as set forth in Section 3.03(a) hereof within the five (5)-year period referenced therein. The Company recognizes and agrees that the maintenance requirement set forth in Section 3.03(b) hereof continues to apply as set forth therein.

5. This Amendment controls over any contrary or inconsistent provision of the Infrastructure Credit Agreement. Every provision of the Infrastructure Credit Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

NUTRAMAX MANUFACTURING, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX LABORATORIES, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Name: _____
Title: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Name: _____
Title: _____

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Exhibit C to Ordinance No. 2015-1348

**First Amendment to Fee Agreement
Nutramax**

This FIRST AMENDMENT TO FEE AGREEMENT (this “**Amendment**”) is dated as of _____, 2015 by and between NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC. and LANCASTER COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the foregoing entities collectively referred to in this Amendment as the “**Parties**”).

WITNESSETH:

WHEREAS, the County previously recruited a project (the “**Original Project**”) in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (sometimes collectively referred to herein as the “**Company**”);

WHEREAS, in connection with the Original Project, Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., the County, the Lancaster County Economic Development Corporation, and the City of Lancaster, South Carolina (the “**City**”) entered into a June 7, 2010 Incentive Agreement (the “**Incentive Agreement**”); Nutramax Manufacturing, Inc. and the County entered into a June 28, 2010 Fee Agreement (the “**Fee Agreement**”); and Nutramax Laboratories, Inc., Nutramax Properties, LLC and the County entered into a June 28, 2010 Infrastructure Credit Agreement (the “**Infrastructure Credit Agreement**”) (collectively, the Incentive Agreement, the Fee Agreement, and the Infrastructure Credit Agreement are referred to herein as the “**2010 Agreements**”);

WHEREAS, pursuant to the 2010 Agreements, the Company agreed to invest \$8.5 million in the Original Project and to create 200 jobs in connection with the Original Project by June 28, 2015;

WHEREAS, the Company has already invested approximately \$29 million in the Original Project (\$20.5 million in excess of its \$8.5 million investment commitment) and has succeeded in creating 200 jobs in connection with the Original Project;

WHEREAS, the County recruited an additional investment in the County by the Company of approximately \$15 million and 125 new, full-time jobs (the “**New Project**”);

WHEREAS, the Original Project is presently located at three sites in the County, including one site in the City, and it is presently contemplated that the New Project will be located at one or more of such three sites and/or an additional site in the County, so that all investments and jobs located or to be located at any of those four sites shall be counted and included for purposes of all benefits and requirements set forth in the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on August 24, 2015, Resolution No. 0883-R2015 (the “**Inducement Resolution**”) to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which

reduced fee-in-lieu of taxes (“FILOT”) payments may be made and extend the period during which the special source revenue credit (“SSRC”) would apply to the Company’s investments;

WHEREAS, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a September 9, 2015 Motion approving and affirming the County Council’s August 24, 2015 Inducement Resolution; and

WHEREAS, pursuant to Ordinance No. 2015-1348 dated _____, 2015 (the “Ordinance”), the County Council authorized this Amendment, and pursuant to Resolution No. _____ dated _____, 2015, the City Council authorized the Incentive Agreement Amendment and consented to the FILOT and SSRC modifications referenced above with respect to the City site, and the Parties now desire to enter into this Amendment.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in this Amendment, the Parties hereby agree as follows:

1. The Fee Agreement shall be amended by adding Nutramax Laboratories, Inc., Nutramax Properties, LLC and Nutramax Land Holdings, Inc. as parties thereto, and such additional parties, together with Nutramax Manufacturing, Inc., shall be collectively defined therein as the “Company.”

2. Exhibit A to the Fee Agreement shall be amended by adding at the end of the exhibit:

“PARCEL D:

1792 Silkies Boulevard, Lancaster, South Carolina
Tax Map No. 0080-00-001.00”

3. In Section 1.1 of the Fee Agreement, the definition of “Termination Date” shall be amended by revising the references to “29th year” to read “39th year” and by revising the reference to “30 annual FILOT payments” to read “40 annual FILOT payments.”

4. Section 4.1(a), Step 2, of the Fee Agreement shall be amended by revising the reference to “29 years” to read “39 years.”

5. Section 4.1(c)(1) of the Fee Agreement shall be amended and restated to read as follows:

The County agrees that all qualifying capital expenses of the Company ~~during the Investment Period~~ between January 1, 2010 and December 31, 2024 shall qualify for an Infrastructure Credit equal to 50% of the FILOT payments arising under this Agreement for ten years. This Infrastructure Credit shall apply to each annual component of the ~~FILOT property placed in service during the Investment Period~~ between January 1, 2010 and December 31, 2024 for a period of ten years ~~for each such annual component, beginning the year after each such component is placed in service.~~ Thus, for example, for property placed in service during 2010, the 10-year, 50% SSRC shall apply for years 2011-2020, and for property placed in service during 2024, the 10-year, 50% SSRC shall apply for years 2025-2034. 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.

6. Section 4.2 of the Fee Agreement shall be amended by adding new subsections (f) and (g), which shall read as follows:

(f) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Section 4.2(b) hereof), at least \$15,000,000 (the “**Expansion Investment Minimum**”) and does not create, in addition to the 200 jobs already created (as referenced in Section 4.2(b) hereof), at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the “**Expansion Jobs Minimum**”), then the additional 50% SSRC to be provided to the Company pursuant to Section 4.1(c)(1) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

(g) As of December 31, 2014, the parties to this Agreement recognize and agree that the Company has met the initial investment, wage and job requirements as set forth in Section 4.2(b) hereof within the five (5)-year period referenced therein. The Company recognizes and agrees that the maintenance requirement set forth in Section 4.2(c) hereof continues to apply as set forth therein.

7. This Amendment controls over any contrary or inconsistent provision of the Fee Agreement. Every provision of the Fee Agreement not amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX MANUFACTURING, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX LABORATORIES, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Name: _____
Title: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Name: _____
Title: _____

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~#4850-0539-1393 v.10~

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2015-1377

AN ORDINANCE

AUTHORIZING AND APPROVING THE TRANSFER OF A FEE IN LIEU OF TAX ARRANGEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA, AND THE GILLETTE COMPANY, AS SUCCESSOR TO DURACELL INC., UNDER TITLE 4, CHAPTER 29 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; AUTHORIZING AND APPROVING THE ASSIGNMENT OF THREE FEE IN LIEU OF TAX ARRANGEMENTS BETWEEN THE GILLETTE COMPANY AND THE COUNTY TO DURACELL MANUFACTURING, INC.; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(A) The Council finds and determines that:

(1) Lancaster County (the "County") and The Gillette Company (successor in interest to Duracell Inc.) (the "Company") entered into an Inducement Agreement and Millage Rate Agreement dated January 26, 1998 (the "Inducement Agreement"), a Lease Agreement dated as of June 1, 1998 (the "Lease Agreement"), a Memorandum of Lease and Option to Purchase dated as of June 26, 1998 (the "Memorandum of Lease"), an Indenture dated as of June 1, 1998 (the "Indenture"), and an Escrow Agreement among the Company, the County and Haynsworth, Marion, McKay & Guerard, L.L.P. dated as of June 1, 1998 (the "Escrow Agreement") and other documents, pursuant to which certain property and improvements, including machinery and equipment, fixtures, and other personal property (collectively the "Project") were conveyed to the County and leased back to the Company under a fee-in-lieu of taxes ("FILOT") arrangement under Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended (the "Title Act");

(2) the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Non-Title Act"), to enter into a Fee Agreement with companies to induce such companies to locate in the State of South Carolina;

(3) Section 12-44-170(B) of the Non-Title Act provides for an election by an entity with property subject to an existing FILOT under the Title Act to transfer its FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act;

(4) the Company has requested that the County consent to its election to transfer the Company's FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act;

(5) the Company has caused to be prepared and presented to Council the form of a Fee Agreement between the Company and the County for the purpose of meeting the requirements under the Non-Title Act (the "1998 Fee Agreement");

(6) the 1998 Fee Agreement provides that the Company continues to be liable for payments of fees in lieu of taxes as calculated under the Lease Agreement;

(7) the 1998 Fee Agreement, attached to this ordinance, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended;

(8) such other documents as attached to this ordinance, including, but not limited to, a Title to Real Estate, a Bill of Sale, an Agreement to Terminate Lease Agreement, Indenture, Industrial Revenue Bonds, and Escrow Agreement, an Agreement for the Termination of Memorandum of Lease and Option to Purchase and Indenture, are all in appropriate form and are appropriate instruments to be approved, executed, and delivered by the County for the purposes intended; and

(9) the Company has also requested the County's consent to the transfer of all of its existing FILOT arrangements including the 1998 Fee Agreement, the Fee Agreement dated as of October 27, 2008 (the "2008 Fee Agreement") , and the Fee Agreement dated as of June 23, 2014 (the "2014 Fee Agreement") and all assets subject to a FILOT in the County (collectively, the "Duracell Assets") to Duracell Manufacturing, Inc. ("DMI") in connection with the divestiture of the Duracell Assets to Berkshire Hathaway, Inc. (the "Proposed Transaction").

B. It is the purpose of this ordinance to provide for the approval of the above-referenced requests of the Company.

Section 2. Additional findings and determinations.

Council makes the following additional findings and determinations for purposes of the 1998 Fee Agreement, the 2008 Fee Agreement, the 2014 Fee Agreement, the transfer of the Duracell Assets, and the request for the transfer of the FILOT under the Title Act to a FILOT under the Non-Title Act:

(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 Title Act.

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

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

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

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

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

Section 3. Approval of transfer of FILOT arrangement.

To the extent necessary and required, the County, pursuant to the Non-Title Act, hereby expressly recognizes, consents to, approves, and ratifies for any and all purposes the transfer of the FILOT arrangement provided in the Lease Agreement with the Company under the Title Act to a FILOT arrangement under the Non-Title Act.

Section 4. Consent to transfer of title and cancellation of agreements.

In accordance with the Title Act and the Lease Agreement, the County consents to the transfer of title to all property both real and personal back to the Company and to the cancellation of the Lease Agreement and the Memorandum of Lease and Option to Purchase (to the extent said agreements are not cancelled by operation of law) without payment or penalty to the County under any such agreements, subject to the terms of the Agreement to Terminate Lease Agreement, Indenture, Industrial Revenue Bonds, and Escrow Agreement, the Agreement for the Termination of the Memorandum of Lease and Option to Purchase and Indenture, and the terms of the 1998 Fee Agreement.

Section 5. Approval of documents.

The form, terms, and provisions of (i) the 1998 Fee Agreement, attached hereto as Exhibit A; (ii) the Title to Real Estate, attached hereto as Exhibit B; (iii) the Bill of Sale, attached hereto as Exhibit C; (iv) the Agreement to Terminate Lease Agreement, Indenture, Industrial Revenue Bonds, and Escrow Agreement, attached hereto as Exhibit D; and (v) the Termination of Memorandum of Lease and Option to Purchase and Indenture, attached hereto as Exhibit E (collectively, Exhibits A, B, C, D and E are referred to as the "Documents") are approved. All of the terms, provisions, and conditions of the Documents are incorporated into this ordinance by reference as fully as if the Documents were set out in this ordinance in their entirety. The Council Chair and Council Secretary are each, individually, authorized, empowered, and directed to acknowledge, execute, and deliver the Documents to the Company. The Documents are 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 Documents attached to this ordinance.

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 Documents and the performance of all obligations of the County under and pursuant to the Documents. The County agrees to take such other actions as may be reasonably necessary to achieve the purposes stated in this ordinance and reasonably requested by the Company to evidence the consent, approval, and ratification of these matters described in this Ordinance.

Section 7. Consent of transfer to DMI.

The County consents to the transfer of all of the Duracell Assets, including the 1998 Fee Agreement, the 2008 Fee Agreement, and the 2014 Fee Agreement, by the Company to DMI and/or its subsidiaries upon closing of the Proposed Transaction.

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 9th day of November, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	October 12, 2015	Tentative
Second Reading:	October 26, 2015	Tentative
Public Hearing:	November 9, 2015	Tentative
Third Reading:	November 9, 2015	Tentative

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Exhibit A to Ordinance No. 2015-1377

**1998 Fee Agreement
Lancaster County and The Gillette Company, as successor to Duracell Inc.**

See attached.

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Exhibit A to Ordinance No. 2015-1377

FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

THE GILLETTE COMPANY,
AS SUCCESSOR TO DURACELL INC.

_____, 2015
Effective December 1, 1997

Transferring property under the fee in lieu of tax arrangement provided for in the Lease Agreement between Lancaster County, South Carolina and Duracell Inc., a Delaware corporation, dated as of June 1, 1998, to a fee agreement under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended, to be effective as of December 1, 1997.

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE ANN. § 12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

This FEE AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2015, to be effective as of the 1st day of December, 1997 ("Effective Date"), by and between LANCASTER COUNTY, SOUTH CAROLINA (hereinafter referred to as the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and THE GILLETTE COMPANY, AS SUCCESSOR TO DURACELL INC., a corporation duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina (hereinafter referred to as the "Company").

WITNESSETH:

WHEREAS, the County and the Company entered into an Inducement Agreement and Millage Rate Agreement dated January 26, 1998 (the "Inducement Agreement"), a Lease Agreement dated as of June 1, 1998 (the "Lease Agreement"), a Memorandum of Lease and Option to Purchase dated as of June 26, 1998 (the "Memorandum of Lease"), an Indenture dated as of June 1, 1998 (the "Indenture"), and an Escrow Agreement among the Company, the County and Haynsworth, Marion, McKay & Guerard, L.L.P. dated as of June 1, 1998 (the "Escrow Agreement") and other documents, pursuant to which certain property and improvements, including machinery and equipment, fixtures, and other personal property (collectively the "Project") were conveyed to the County and leased back to the Company under a fee-in-lieu of taxes ("FILOT") arrangement under Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended (the "Title Act"); and

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Non-Title Act"), to enter into a Fee Agreement with companies to induce such companies to locate in the State of South Carolina; and

WHEREAS, Section 12-44-170(B) of the Non-Title Act provides for an election by an entity with property subject to a FILOT arrangement under the Title Act to transfer its FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act; and

WHEREAS, the Company has requested that the County consent to its election to transfer the Company's FILOT arrangement under the Title Act to a substantially similar arrangement under the Non-Title Act; and

WHEREAS, pursuant to Ordinance No. 2015-____, enacted by the County on _____, 2015 (the "Ordinance"), the County has consented to the transfer of the FILOT arrangement under the Title Act to a FILOT arrangement under the Non-Title Act and to the execution of a Fee Agreement and all other documents necessary to evidence the transfer; and

WHEREAS, the County has found that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the

Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 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 “Non-Title Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended.

“Administration Expenses” means the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to the Agreement and any multi-county park documents, including, but not limited to, any and all documents related to the transfer of the FILOT arrangement provided for in the Lease Agreement between Lancaster County, South Carolina and Duracell Inc., a Delaware corporation, dated as of June 1, 1998, to this Agreement; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only in each case if such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of the aforementioned documents.

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

“Completed Segment” shall mean a segment of the Project completed after the date of the Inducement Agreement and up to the Minimum Investment Date.

“Cost” or “Cost of the Project” shall mean the cost of acquiring, by construction and purchase, the Project and shall be deemed to include, whether incurred prior to or after the Effective Date: (a) obligations of the Company incurred for labor, materials and other expenses to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Project; (b) the cost of contract bond and of insurance of all kinds that may be required or necessary during the course of construction of the Project, which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses of the Company for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (d) all other costs which the Company shall be required to pay

under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (e) costs incurred by the Company for the acquisition of an interest in the land upon which the Project is located; and (f) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project.

“Company” shall mean The Gillette Company, a Delaware corporation and successor in interest to Duracell Inc. and any surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets as permitted under the Act.

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

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

“Default” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in Section 11.1 hereof.

“Department” means the South Carolina Department of Revenue or its successor entity.

“Equipment” shall have the meaning ascribed to it in Section 6.2 of this Agreement.

“Land” shall mean the real estate described in Exhibit A attached hereto.

“Minimum Investment Date” shall mean the date five (5) years from the end of the property tax year from which this Agreement is effective, as such date may have been extended from time to time.

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

“Plans and Specifications” shall mean the plans and specifications prepared for the Project, on file at the Company’s office, as the same may be implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the acquisition, construction and installation of the Project in accordance with Section 4.3 hereof.

“Project” shall mean (i) all buildings and appurtenances which are presently under construction or are or have been constructed on the Land as of the Effective Date hereof, as they may at any time exist, including any air conditioning and heating systems (which shall be deemed fixtures); (ii) all buildings, structures, and appurtenances located on the Land; (iii) all machinery, equipment, furniture, fixtures or personal property located on the Land; (iv) all other machinery, equipment, other fixtures or personal property which is installed in or on the equipment described in clause (ii) or in the foregoing buildings or on the Land in substitution or replacement of parts of such equipment; and (v) any personal property acquired hereafter which

becomes so attached, integrated or affixed to any item described in the foregoing clauses (i), (ii), (iii) or (iv) that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item.

“Term” shall mean the duration of this Agreement as set forth in Section 5.1.

SECTION 1.2 References to Agreement. The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

ARTICLE 2

REPRESENTATIONS AND COVENANTS

SECTION 2.1 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; (ii) it is authorized by the Act to enter into this Fee Agreement; (iii) it has approved this Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Fee Agreement.

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

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

ARTICLE 3

[RESERVED]

ARTICLE 4

ACQUISITION BY CONSTRUCTION AND PURCHASE OF PROJECT; REVISION OF PLANS AND SPECIFICATIONS; AMENDMENTS TO EXHIBITS

SECTION 4.1 Acquisition by Construction and Purchase of Project. The Company hereby agrees to acquire by construction and purchase the Project in accordance with the Plans and Specifications and to acquire by construction and purchase all other things deemed necessary by the Company in connection with the Project. The Company agrees to maintain such records in connection with the acquisition by construction and purchase of the Project as to permit ready identification thereof. The Company represents and warrants that it expended for the acquisition

and expansion of the Project not less than \$45,000,000 within five (5) years from the Effective Date.

SECTION 4.2 [RESERVED]

SECTION 4.3 Revision of Plans and Specifications. The Company may revise the Plans and Specifications at any time and from time to time.

SECTION 4.4 [RESERVED]

SECTION 4.5 [RESERVED]

SECTION 4.6 [RESERVED]

ARTICLE 5

TERM

SECTION 5.1 Term. Subject to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect beginning on the Effective Date and ending on December 31, 2022, unless sooner terminated as herein permitted.

SECTION 5.2 Administration Expenses; Indemnification Payments. (A) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses.

(B) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual payment in lieu of taxes to be made pursuant to this Agreement, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one thousand dollars (\$1000.00).

(C) The Company agrees to pay indemnification payments, as provided pursuant to Sections 8.10 and 8.15 of this Agreement, when and as they shall become due, but in no event later than thirty (30) days after receiving written notice from the County.

(D) In the event Company should fail to make any of the payments required in this Section 5.2, the item so in Default shall continue as an obligation of the Company until the amount in Default shall have been fully paid, and the Company agrees to pay the same with interest thereon (to the extent permitted by law) at the rate per annum which is equal to the prime rate until paid.

SECTION 5.3 [RESERVED]

SECTION 5.4 [RESERVED]

SECTION 5.5 [RESERVED]

ARTICLE 6

**REMOVAL OF EQUIPMENT; PAYMENTS IN LIEU OF TAXES;
AD VALOREM TAXES**

SECTION 6.1 [RESERVED]

SECTION 6.2 Removal of Equipment. The parties hereto understand that certain machinery, equipment and related property (herein "Equipment") shall be installed on the Land. If no Default under this Agreement shall have happened and be continuing, in any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations on the Land, the Company may remove such items of Equipment from the Land and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without consent of the County. The Company shall have the right, pursuant to the provisions of the Act, including Section 12-44-60 thereof, to replace any Equipment. Any additional payments due pursuant to Section 12-44-50(B)(2) of the Act as a result of the early termination of all or part of this Agreement with respect to all or part of the Project shall be due with the Company's tax bill for such year.

SECTION 6.3 Payments in Lieu of Taxes. It is recognized that under the Act, the County may provide for a payment in lieu of taxes by the Company for the Project. In accordance with the provisions of the Act, during the Term of the Agreement the Company shall make with respect to the Project (1) a payment equal to the taxes that would otherwise be due on any portion of the Project consisting of undeveloped land if it were taxable, and (2) twenty annual payments in lieu of taxes calculated as set forth in the next succeeding paragraph of this Agreement for each Completed Segment of the Project, including that portion of the Project consisting of substitution or replacement property; and (3) after the payments due pursuant to clause (2) hereinabove, then Completed Segment payments equal to normal ad valorem taxes.

Such annual payments under clause (2) above shall be subject to collection and enforcement as provided in Section 12-44-90 of the Act. The amount of such annual payments shall be determined by:

(a) Using an assessment ratio of 6%, a millage rate of 375.9 mills, and a fair market value estimate as determined by the Department using original cost less allowable depreciation for the personal property as provided in Section 12-37-930 of the Code; and

(b) And then determining an equal annual payment based on a net present value of the sum of the fees for the period of twenty annual payments in lieu of taxes not less than the net present value of the fee schedule as calculated pursuant to subitem (a) above and using a discount rate of 6.04%.

For each Completed Segment of the Project, the amount of each of the twenty annual payments in lieu of taxes shall be calculated using the methodology applied in the example contained in Schedule A.

The total payment due shall equal the sum of the payments due for each Completed Segment.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described payments in lieu of taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate and maintain the Project in the County. Reformation of the payments includes the County's agreement that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law. If the Project is deemed to be subject to *ad valorem* taxation, this Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted payments in lieu of taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Project was not and had not been subject a fee-in-lieu of tax arrangement under the Act; and (ii) be reduced by the total amount of payments in lieu of taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

In the event that the Cost of the Project has not exceeded \$45,000,000 by the fifth anniversary of the Effective Date, the portions of the Project subject to this Agreement shall revert retroactively to the tax treatment required pursuant to the Act and the unpaid taxes due thereby shall be subject to interest as provided in Section 12-54-25 of the Code.

SECTION 6.4 Ad Valorem Taxes. The County and the Company acknowledge that pursuant to the Act, no part of the Project subject to this Agreement will be subject to ad valorem taxation in South Carolina.

SECTION 6.5 [RESERVED]

SECTION 6.6 Annual Filings.

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

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

SECTION 6.7 Cessation of Operations. Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 6.7, "ceases operations" means closure of the facility. The Company agrees that if the Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE 7

CASUALTY AND CONDEMNATION

SECTION 7.1 Damage and Destruction. [RESERVED]

SECTION 7.2 [RESERVED]

SECTION 7.3 [RESERVED]

ARTICLE 8

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.1 [RESERVED]

SECTION 8.2 [RESERVED]

SECTION 8.3 [RESERVED]

SECTION 8.4 [RESERVED]

SECTION 8.5 Right to Inspect; Confidential Information.

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

Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

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

SECTION 8.6 [RESERVED]

SECTION 8.7 Limitation of County's Liability. Anything in this Agreement to the contrary notwithstanding, any obligation the County may incur under this Agreement, including for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Agreement.

SECTION 8.8 [RESERVED]

SECTION 8.9 [RESERVED]

SECTION 8.10 Indemnification.

(A) The Company shall and agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Term of this Agreement, and, Company further shall indemnify and save the County harmless against and from all claims arising during the Term of this Agreement from (i) any condition of the Project; (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement; (iii) any act of negligence of Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Company, or (v) any environmental violation, condition, or effect. Company shall indemnify and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or

proceeding brought thereon, and upon notice from the County, Company shall defend in any such action, prosecution or proceeding it.

(B) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, or employees, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or corporation, 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, and upon notice, the Company shall defend them in any such action or proceeding.

(C) The County shall not be indemnified by Sections 8.10(a) and (b) above as to intentional or wanton acts of the County or its agents.

SECTION 8.11 [RESERVED]

SECTION 8.12 Qualification in State. The Company warrants that it is duly qualified to do business in the State of South Carolina and covenants that it will continue to be so qualified so long as it operates the Project.

SECTION 8.13 No Liability of County's Personnel. 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, servant or employee of the County in his 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, agent, servants or employee of the County.

SECTION 8.14 [RESERVED]

SECTION 8.15 Environmental Representations; Environmental Indemnity. The Company warrants and represents to the County, after thorough investigation on or prior to the Effective Date that (a) the Project and the Land as of the Effective Date and at all times thereafter while it was leased by the Company under the Lease Agreement was in reasonable compliance with all federal, state, and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (b)(i) as of the Effective Date and all times thereafter, to the best of the Company's knowledge, there were no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Project and the Land or used in connection therewith, which

the Company was not permitted by law, regulation or the conditions of a permit to maintain on, in or under the Project and the Land or use in connection herewith, and the Company has obtained and has maintained all licenses, permits and approvals required with respect thereto, and was in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. The Company hereby indemnifies and agrees to hold the County harmless from and against any damages, fines, charges, expenses, fees, attorney fees and costs incurred by the County in the event the County as lessor under the Lease Agreement is hereafter determined to be in violation of any environmental laws, rules or regulations applicable thereto, and this indemnity shall survive any foreclosure, deed in lieu of foreclosure and termination of the Lease Agreement. This indemnity includes, but is not limited to, any damages, claims and fees arising out of any claim for loss or damage to property or persons, contamination of or adverse effect on the environment, or any violation of statutes, ordinances, orders, rules or regulations of any governmental agency or entity, caused by or resulting from any hazardous material, substance or waste previously, now or hereafter on or under the Project.

ARTICLE 9

ASSIGNMENT OF PROJECT

SECTION 9.1 Assignment.

(A) If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company may only assign this Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of any transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the FILOT. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

(B) The County understands that the Company, or its controlling shareholder Procter & Gamble ("P&G"), is a party to a proposed transaction with Berkshire Hathaway, Inc. to divest the Duracell business (the "Proposed Transaction"). The County expressly agrees and provides its consent for P&G to assign this Agreement in full to Duracell Manufacturing, Inc. and/or its subsidiaries upon closing of the Proposed Transaction.

SECTION 9.2 [RESERVED]

ARTICLE 10

PURCHASE AND OPTION TO PURCHASE PROJECT; PURCHASE PRICE

[RESERVED]

ARTICLE 11

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.1 Events of Default. Any one or more of the following events (herein called "Event of Default", or collectively "Events of Default") shall constitute an Event of Default:

(a) if Default shall be made in the due and punctual payment of any fee in lieu of tax payments due hereunder;

(b) if the Company shall assign this Agreement, otherwise than as expressly permitted pursuant to Section 9.1 hereof;

(c) if Default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing subdivisions (a) or (b) and such default shall (i) continue for 30 days after the Company shall have given the Company written notice of such Default or a responsible officer of the Company shall otherwise have actual notice thereof, or (ii) in the case of any such Default which can be cured but which cannot with due diligence be cured within such 30-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such Default with due diligence, it being intended in connection with the Default not susceptible of being cured with due diligence within 30 days that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence;

(d) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project, or shall make any general assignment for the benefit of credits, or shall admit in writing its inability to pay its debts generally as they become due;

(e) if a petition shall be filed or a case shall be commenced against Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 30 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of 30 days (whether or not consecutive);

(f) If any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or is knowingly violated or breached, as the case may be;

(g) If the Company shall abandon the Project; or

(h) If the Company shall dissolve or fail to maintain its separate corporate existence without prior assignment of this Agreement pursuant to Section 9.1 hereof.

SECTION 11.2 Remedies on Event of Default. Upon the occurrence of any Event of Default, the County at its option: (i) may terminate this Agreement as to one or more Completed Segments by 30 days' notice in writing specifying the termination date and the Completed Segments to be terminated; (ii) may have access to and inspect, examine and make copies of, the books, records and accounts of the Company pertaining to the Project; or (iii) may take whatever action at law or in equity as may appear necessary or desirable to collect any amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition or agreement of the Company under this Agreement.

SECTION 11.3 Company's Obligations to Survive Repossession and Termination. Except as hereinafter provided, no termination of the Term of the Agreement hereof shall relieve the Company of its liability and obligations to make the payments required by Sections 5.2, 8.10 and 8.15 hereof, all of which shall survive any such termination.

ARTICLE 12

MISCELLANEOUS

SECTION 12.1 Rights and Remedies Cumulative. Each right, power and remedy of the County or of the Company 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 Company 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 Company of any or all such other rights, powers and remedies.

SECTION 12.2 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.

SECTION 12.3 Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States first class mail, post prepaid addressed as follows or at such other places as may be designated in writing by such party.

IF TO THE COUNTY:

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

WITH A COPY TO:

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

IF TO THE COMPANY:

Duracell Inc.
1551 Highway 9, Bypass West
Lancaster, South Carolina 29620
Attention: President

SECTION 12.4 Applicable Law; Entire Understanding. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. 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 12.5 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of each clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.6 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents or Index 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 subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

SECTION 12.7 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SECTION 12.8 [RESERVED]

SECTION 12.9 Amendments. This Agreement may be amended only by a writing signed by both parties.

SECTION 12.10 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 12.11 Intent of the Parties; Waiver of Recapitulation.

(A) Notwithstanding anything contained herein to the contrary, and in accordance with Section 12-44-170(B) of the Act, (i) the fee payments due hereunder shall in no event be less or more than, or be for a duration shorter or longer than, the fee payments that would be due if the Lease Agreement were continued; and (ii) any minimum investment or employment requirements under the Lease Agreement are hereby carried over to this Agreement. It is the intent of the parties that this Agreement will not affect the economic benefit and rights and obligations intended to be created by the Lease Agreement to the Company and the County, but is merely entered into in order to continue the fee in lieu of taxes arrangement previously entered into through the Lease Agreement but without the County having title to the assets subject to the fee in lieu of taxes, all in accordance with Section 12-44-170 of the Act.

(B) Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55 of the Act.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the County, acting by and through its Council, has caused this Agreement to be executed in its name and on its behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council, and The Gillette Company has executed this Agreement by causing its corporate name to be hereunto subscribed by its President or a Vice President and its corporate seal to be impressed hereon and attested to by its Secretary or Assistant Secretary, all being done as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

THE GILLETTE COMPANY

Signature: _____

Name: _____

Its: _____

ATTEST:

_____, Assistant Secretary

EXHIBIT A

All those certain pieces, parcels or tracts of land, lying, being and situate in Can Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-518, known as Hawthorne Road, containing a total of four and five tenths (4.5) acres, more or less, and being shown, described and designated as Tracts "A" 4.160 Acres and "B" 0.340 AC. IN R/W" on plat of survey made by Enfinger & Associates, dated June 28, 1995, entitled "PLAT OF BOUNDARY SURVEY FOR DURACELL INTERNATIONAL INC. (DURACELL U.S.A.)" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, referenced to said plat is craved for a more minute description.

EXHIBIT B

[RESERVED]

EXHIBIT C

[RESERVED]

SCHEDULE A

Duracell Inc.

Year of Ownership	Standard Tax with Abatement	Initial Investment Credit	2nd Year FBI	3rd Year FBI	4th Year FBI	5th Year FBI	Total FBI	Net Savings From FBI	10% Fee Est
1998	\$562,466	\$371,104							\$148,442
2000	\$837,844	\$328,387	\$224,377				\$371,104	\$181,392	\$221,108
2001	\$1,059,687	\$225,870	\$188,646	\$216,809			\$462,794	\$285,080	\$278,650
2002	\$1,181,990	\$242,953	\$188,646	\$180,012	\$184,632		\$786,410	\$305,680	\$314,554
2003	\$1,178,492	\$200,237	\$141,161	\$183,216	\$181,724		\$778,185	\$401,827	\$311,255
2004	\$1,013,478	\$157,520	\$113,448	\$138,419	\$138,917		\$644,283	\$369,186	\$257,717
2005	\$820,639	\$114,803	\$85,717	\$109,623	\$116,110		\$510,422	\$310,217	\$204,169
2006	\$620,625	\$72,086	\$57,985	\$82,826	\$83,303		\$376,560	\$244,074	\$180,820
2007	\$472,607	\$84,319	\$30,253	\$55,029	\$70,485		\$277,828	\$194,878	\$111,051
2008	\$386,037	\$84,319	\$25,211	\$29,233	\$47,088		\$209,164	\$166,873	\$83,688
2009	\$283,415	\$84,319	\$25,211	\$24,381	\$24,881		\$167,866	\$125,749	\$67,066
2010	\$251,975	\$84,319	\$25,211	\$24,381	\$20,734		\$149,700	\$112,276	
2011	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2012	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2013	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2014	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2015	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2016	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2017	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2018	\$257,578	\$84,319	\$25,211	\$24,361	\$20,734		\$147,187	\$110,381	
2019	\$145,019		\$25,211	\$24,361	\$20,734		\$12,563	\$82,151	
2020	\$100,900			\$24,361	\$20,734		\$12,563	\$67,657	
2021	\$88,269			\$20,734	\$20,734		\$12,563	\$53,296	
2022	\$21,985				\$20,734		\$12,563	\$9,422	
	\$11,057,080	\$2,644,695	\$1,321,049	\$1,276,484	\$1,086,488		\$668,279	\$5,251,318	\$2,149,318
	\$7,276,780							\$4,180,207	\$1,510,246
								\$2,670,851	

Investment: Land & Bldg
Equipment
Mileage Allowance
Abatement

\$1,100,000
\$17,200,000
0.375%
0.0602 MPY
0.3504

Duracell Inc.
Levelized Payment Method

Year	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total	Govt Rep Item	40%
Standard Tax	F-101	F-101	F-101	F-101	F-101	F-101	F-101	F-101
2000	\$562,495	\$156,716	\$85,195	\$82,322	\$70,066	\$156,716	\$406,780	\$62,686
2001	\$637,844	\$156,716	\$85,195	\$82,322	\$70,066	\$241,911	\$595,893	\$89,784
2002	\$1,059,087	\$156,716	\$85,195	\$82,322	\$70,066	\$324,232	\$735,453	\$129,893
2003	\$1,191,990	\$156,716	\$85,195	\$82,322	\$70,066	\$394,286	\$787,802	\$157,719
2004	\$1,179,482	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$742,741	\$174,700
2005	\$1,013,479	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$675,728	\$174,700
2006	\$820,639	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$583,888	\$174,700
2007	\$472,607	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$435,856	\$174,700
2008	\$386,037	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$357,714	\$174,700
2009	\$283,445	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2010	\$291,876	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2011	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2012	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2013	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2014	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2015	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2016	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2017	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2018	\$257,578	\$156,716	\$85,195	\$82,322	\$70,066	\$436,751	\$279,173	\$174,700
2019	\$446,018	\$156,716	\$85,195	\$82,322	\$70,066	\$280,035	\$135,016	\$174,700
2020	\$100,900	\$156,716	\$85,195	\$82,322	\$70,066	\$112,510	\$54,250	\$174,700
2021	\$56,289	\$156,716	\$85,195	\$82,322	\$70,066	\$42,453	\$27,251	\$174,700
2022	\$21,985	\$156,716	\$85,195	\$82,322	\$70,066	\$42,453	\$27,251	\$174,700
2023	\$11,067,000	\$3,134,316	\$1,703,899	\$1,648,432	\$1,401,319	\$8,555,935	\$8,741,802	\$1,495,095
2024	\$7,278,780	\$1,791,896	\$978,535	\$837,000	\$671,814	\$3,085,224	\$2,674,181	\$1,057,258

Exhibit B to Ordinance No. 2015-1377

Title to Real Estate

See attached.

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Exhibit B to Ordinance No. 2015-1377

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina, a body corporate and politic and a subdivision of the State of South Carolina (the "Grantor") for and in consideration of One Dollar (\$1.00) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto The Gillette Company, a corporation organized and existing under the laws of the State of Delaware (the "Grantee").

(See Exhibit A attached hereto for a legal description)

Grantee's Address:

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned under the Grantee, and Grantee's successors and assigns, forever. And, the Grantor does hereby bind the Grantor and the Grantee's successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and/or assigns against the Grantor and the Grantor's successors and assigns (except as to Permitted Encumbrances) but not as to any other person whomsoever may claim.

WITNESS the Grantor's hand and seal this _____ day of _____, 2015.

SIGNED, sealed and delivered in the presence of:

WITNESSES: LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

PERSONALLY appeared before me _____, who being duly sworn says that (s)he saw the corporate seal of Lancaster County, South Carolina, affixed to the foregoing Deed and that (s)he also saw Bob Bundy, as Council Chair, Steve Harper, as Council Secretary, and Debbie C. Hardin, as Clerk to Council, sign and attest the same and that (s)he with _____ witnessed the execution and deliver thereof as the act and deed of Lancaster County, South Carolina

Witness

SWORN to before me this
___ day of _____, 2015

(L.S.)
Notary Public for South Carolina
My Commission expires: _____

EXHIBIT A

Exhibit A

All those certain pieces, parcels or tracts of land, lying, being and situate in Can Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-518, known as Hawthorne Road, containing a total of four and five tenths (4.5) acres, more or less, and being shown, described and designated as Tracts "A" 4.160 Acres and "B" 0.340 AC. IN R/W" on plat of survey made by Enfinger & Associates, dated June 28, 1995, entitled "PLAT OF BOUNDARY SURVEY FOR DURACELL INTERNATIONAL INC. (DURACELL U.S.A.)" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, referenced to said plat is craved for a more minute description.

Being a portion of the property conveyed to Duracell, Inc. by deed of Pat O. Love, dated November 9, 1995 and recorded on November 9, 1995, in the Office of the Clerk of Court for Lancaster County, South Carolina in Deed Book M-13 at page 338.

Exhibit C to Ordinance No. 2015-1377

Bill of Sale

See attached.

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Exhibit C to Ordinance No. 2015-1377

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

This BILL OF SALE (the "Bill of Sale") is given this ____ day of _____, 2015, by LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") to THE GILLETTE COMPANY, a Delaware corporation, or any successor thereof pursuant to the Lease (as defined below) (the "Company").

R E C I T A L S:

Pursuant to an ordinance dated March 30, 1998 (the "Ordinance"), the County Council of Lancaster County, South Carolina (the "County Council"), authorized the issuance by the County of Lancaster County, South Carolina, Industrial Revenue Bond in an aggregate amount not exceeding \$80,000,000 (the "Bond") for the purpose of financing the cost of the acquisition, by construction and purchase, of land, buildings, improvements, machinery, equipment and fixtures which shall constitute a manufacturing facility for the manufacturing of batteries and components in the County (the "Project").

As contemplated by the Ordinance, the Tenant conveyed title to the Project to the County, including the Completed Segments, on or before each advance under the Bond by bills of sale and by a title to real estate. Pursuant to a Lease Agreement dated as of June 1, 1998 (the "Lease"), between the County and the Tenant, the County leased the Project (including each Completed Segment thereof) back to the Tenant in return for rental payments that are exactly equal and fully sufficient to make the payments due under the Bond by the County. Pursuant to Article 10 of the Lease, the Tenant may, at its option, reacquire the title to the Project or any portion thereof by bill of sale or title to real estate from the County. Pursuant to an Escrow Agreement dated as of June 1, 1998 (the "Escrow Agreement"), among the County, the Company, and Haynsworth, Marion, McKay & Guerard, L.L.P. as Escrow Agent (the "Escrow Agent"), the Escrow Agent, among other duties, is to hold the specific description of all machinery and equipment which is a part of the Project.

The Company has requested the County's consent and the County has agreed to consent to the Company's election to transfer the Project back to the Company pursuant to Section 12-44-170(B) of the Code of Laws of South Carolina 1976, as amended.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant, bargain, sell, transfer, and convey to the Company all the capital assets, including but not limited to, all real estate

improvements (if any) , machinery, equipment, and fixtures acquired in whole or in part from the proceeds of the Bond together with any and all additions, accessions, replacements and substitutions thereto or therefore that were transferred to the County directly or were reported for fee in lieu of tax purposes as subject to the Lease Agreement, including but not limited to the property being more particularly described on Exhibit A attached hereto.

The County represents and warrants that it is the true and lawful owner of all of the property described herein; and that it has full power, right and lawful authority to sell the said property. The County further agrees that it will forever warrant and defend the title to said property.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

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Exhibit A

All property and assets owned by the County and leased to the Company under the Lease.

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Exhibit D to Ordinance No. 2015-1377

**Agreement to Terminate
Lease Agreement, Indenture, Industrial Revenue Bonds, and Escrow Agreement**

See attached.

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Exhibit D to Ordinance No. 2015-1377

**AGREEMENT TO TERMINATE LEASE AGREEMENT,
INDENTURE, INDUSTRIAL REVENUE BONDS, AND ESCROW AGREEMENT**

This AGREEMENT TO TERMINATE LEASE AGREEMENT, INDENTURE, INDUSTRIAL REVENUE BONDS, AND ESCROW AGREEMENT (the “Agreement”) is entered into to be effective as of this ____ day of _____, 2015 (“Termination Date”) by and between LANCASTER COUNTY, SOUTH CAROLINA (the “County”) and THE GILLETTE COMPANY, as successor to Duracell Inc. (the “Company”).

WITNESSETH

WHEREAS, the County has entered into a fee in lieu of taxes arrangement (the “FILOT Transaction”) under Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended (the “Title Act”) with the Company, in connection with which the Company transferred title to certain property (collectively, the “Project”) to the County, and the County and the Company entered into a Lease Agreement dated as of June 1, 1998 (“Lease Agreement”), and an Indenture dated as of June 1, 1998 (“Indenture”), as well as an Escrow Agreement among the Company, the County, and Haynsworth, Marion, McKay & Guerard, L.L.P. (“Escrow Agreement”), as escrow agent (the “Escrow Agent”), pursuant to which the County leased the Project back to the Company; and

WHEREAS, in connection with the FILOT Transaction, the County issued not exceeding \$80,000,000 Lancaster County, South Carolina Industrial Revenue Bonds, Series 1998 (Duracell Inc. Project) (the “Bonds”), which Bonds were purchased by the Company; and

WHEREAS, the Company desires to transfer (the “Transfer”) the Project from the arrangement under the Title Act to an arrangement under Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “Non-Title Act”) in accordance with Section 12-44-170(B) of the Non-Title Act; and

WHEREAS, the County and Company, in furtherance of the desire to transfer property from an arrangement under the Title Act to one under the Non-Title Act and pursuant to and in consideration of the terms and conditions contained herein, desire to terminate the Lease Agreement, the Indenture, the Bonds, and the Escrow Agreement, prior to the scheduled expiration of the terms thereof and enter into a fee in lieu of tax agreement pursuant to the Non-Title Act.

NOW THEREFORE, based on the foregoing and for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Lease Agreement, the Indenture, the Bonds, and the Escrow Agreement shall terminate on the Termination Date, without liability or penalty. The Inducement Agreement and Millage Rate Agreement between the Company and the County dated January 26, 1998 shall remain in effect but only to the extent required in order to continue the benefits of the FILOT under the Non-Title Act.

2. Effective as of the Termination Date, the Company does hereby waive, release, relieve, and forever discharge the Escrow Agent from any and all causes of action, liabilities, claims, or other demands of any kind or character which it may have against the Escrow Agent with respect to, or in connection with, the Escrow Agreement, or arising therefrom on and after the Termination Date.

3. The County and the Company agree that the sole intent of the Transfer is to convert the FILOT arrangement from the Title Act to the Non-Title Act and not to terminate, alter or modify the incentives provided to the Company under the FILOT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused their duly authorized representatives to execute the same, to be effective as of the day and year first above written.

WITNESSES:

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

WITNESSES:

THE GILLETTE COMPANY

By: _____

Name: _____

Its: _____

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Exhibit E to Ordinance No. 2015-1377

Agreement for the Termination of Memorandum of Lease and Option to Purchase and Indenture

See attached.

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Exhibit E to Ordinance No. 2015-1377

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

**AGREEMENT FOR THE TERMINATION OF
MEMORANDUM OF LEASE AND OPTION TO
PURCHASE AND INDENTURE**

This AGREEMENT FOR THE TERMINATION OF MEMORANDUM OF LEASE AND OPTION TO PURCHASE AND INDENTURE (the “Agreement”) effective as of the ____ day of _____, 2015, and is 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 THE GILLETTE COMPANY, as successor to Duracell Inc., a corporation duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina (the “Company”).

RECITALS:

WHEREAS, the County and the Company entered into (i) a Memorandum of Lease and Option to Purchase dated as of June 1, 1998 (the "MOL"), and (ii) an Indenture dated as of June 1, 1998 (the "Indenture") in connection with a fee in lieu of taxes ("FILOT") transaction between the Company and the County pursuant to Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended (the "Title Act"); and

WHEREAS, the MOL was recorded in the Office of the Clerk of Court for Lancaster County (“Clerk’s Office”) in Book 0015 at Page 0086 in order to record the terms of a Lease Agreement between the County and the Company and the Indenture was recorded in Book 0601 at Page 0071 of the Clerk’s Office; and

WHEREAS, pursuant to Ordinance No. 2015-____, enacted by the County on _____, 2015, the County consented to the transfer of the FILOT under the Title Act to a FILOT transaction under Title 12, Chapter 44 of the Code (the "Non-Title Act") and to the execution of a Fee Agreement and all other documents necessary to evidence such transfer; and

WHEREAS, the parties now desire to terminate the MOL and the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Company agree the MOL and the Indenture are hereby terminated. The Company shall record this Agreement in the office of the Lancaster County Register of Deeds.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first written above.

WITNESSES:

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

WITNESSES:

THE GILLETTE COMPANY

By: _____

Name: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

I, _____, Notary Public for the State of South Carolina, do hereby certify that THE GILLETTE COMPANY, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this ____ day of _____, 2015.

_____(L.S.)
Notary Public, State of _____

My Commission Expires: _____
NOTARIAL SEAL

[illegible]

I, _____, Notary Public for the State of South Carolina, do hereby certify that LANCASTER COUNTY, SOUTH CAROLINA, by Bob Bundy, Council Chair, Steve Harper, Council Secretary, as attested by Debbie C. Hardin, Clerk to Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this ____ day of _____, 2015.

_____(L.S.)
Notary Public, State of South Carolina

My Commission Expires: _____
NOTARIAL SEAL

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Brian Carnes

Department: Council

Date Requested to be on Agenda: October 12, 2015

Committee: n/a

Issue for Consideration:

Appointment to the Library Board for the unexpired term ending June 30, 2017 representing District 7.

Points to Consider:

Mr. Andrew Tucker resigned from the Library Board representing District 7. Mr. George Kirlin has submitted an application for appointment to serve the unexpired term ending June 30, 2017.

Funding and Liability Factors:

n/a

Council Options:

Approve the nomination to the board. Appoint another candidate.

Recommendation:

Approve the nomination.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Larry McCullough

Department: Council

Date Requested to be on Agenda: October 12, 2015

Committee: n/a

Issue for Consideration:

Appointment to the Indian Land Fire District for the unexpired term ending June 30, 2017.

Points to Consider:

There is an opening on the Indian Land Fire District. Mr. William Parker Jr., has submitted an application for appointment to serve the unexpired term ending June 30, 2017.

Funding and Liability Factors:

n/a

Council Options:

Approve the nomination to the board. Appoint another candidate.

Recommendation:

Approve the nomination.

Agenda Item Summary

Ordinance # / Resolution#: Discussion
Contact Person / Sponsor: John Weaver *JW*
Department: County Attorney
Date Requested to be on Agenda: August 20, 2015
Committee: Administration Committee

Issue for Consideration: Whether or not it is the desire of this Committee and Lancaster County Council as a whole to pursue the issue of Pulte's decision not to build in Sun City Carolina Lakes the minimum number of town houses and condominiums agreed to in PDD-18 and approved in Ordinance 631, passed August 2, 2004?

Points to Consider: This issue is before the Committee based upon the ongoing inquiries of a Sun City resident and other interested citizens in the Indian Land are of the county. Attached for the Committee's consideration are the following:

1. August 18, 2015 email from Waylon Wilson
2. Ordinance 631.
3. PDD-18 Development District, 2., THE MASTER PLAN

According to the numbers presented by Mr. Wilson, 273 townhomes have been built rather than the 400 minimum townhomes agreed to earlier, a deficit of 127 units. Additionally, 78 condominium units have been built rather than the 200 minimum condominiums agreed to earlier, a deficit of 122 units – together totaling a deficit of 249.

Funding and Liability Factors: Undetermined.

Council Options:

1. Take no action and allow the completion of Sun City development according to the developer's present plan.
2. Initiate litigation for a claim for damages (taxes, etc.) incurred prospectively by the county because of Pulte's failure to comply with the PDD-18 requirements.
3. Amend Ordinance 631 to decrease the number of townhouses and condominiums consistent with the actual number of units constructed.

Recommendation: NONE

John Weaver

From: Waylon Wilson <wilson4323@comporium.net>
Sent: Tuesday, August 18, 2015 2:07 PM
To: John Weaver
Cc: Larry McCullough; Larry Honeycutt; Charlene McGriff; Bob Bundy; Steve Harper; jackestrige@yahoo.com; Brian Carnes; Waylon Wilson
Subject: Violations of Ordinance 631

Mr. Weaver - Lancaster County Attorney

I appreciate your speaking with me regarding my formal complaint of violations of Ordinance 631 submitted on February 12, 2015. We talked following the adjournment of the August 11, 2015 Infrastructure and Regulation Committee meeting. I have to assume that the County Manger concurs with your statements that a lawsuit would likely follow if Lancaster County pursued these violations and that Lancaster County would gain very little regardless of the results.

The developer requested relief from the stated obligations in the Ordinance to build 400 townhomes and 200 condominiums. The developer stated this relief was needed because the "units" would not sell, but would not substantiate their claims with documentation or proof to the Planning Commission.

Items within Ordinance 631 are: "1,215.53 development acres – A minimum for sale units consisting of 400 townhomes and 200 condominiums – Maximum development intensity of 3 dwelling units per acre". According to Lancaster County records, only a total of 273 townhome units and 78 condo units are to be built in Sun City Carolina Lakes.

The actions of the developer will have negative repercussions on Lancaster County as well as the homeowners of SCCL such as; reduced monies for the fire and emergency tax district, fewer household payments to retire development bonds, reduced monies for building permits, less population to consume community's goods and services, etc.

I want to restate that I would never expect or require anyone to construct something that will not sell. I can also appreciate what appears to be the County's position. However, County Council must amend the governing Ordinances to eliminate or adjust the numbers of townhome and condominium units. Several other items and areas should be evaluated or negotiated with the developer if the Ordinance requirements are not going to be implemented. A few estimated expectations from these reduced numbers are:

1) The county losing future property taxes on 249 residential units every year. For the sake of argument; say \$1,000 X 249 units = \$249,000 lost taxes in a year or \$1,245,000 in 5 years.

2) The County's Fire and Emergency Service is losing \$90.00 on 249 residential units every year. That's \$90.00 X 249 units = \$22,410 lost to Lancaster County Services or \$112,050 in 5 years.

3) The Sun City Carolina Lakes Improvement District residences are losing \$382.55 to pay for the bonds on 249 residential units every year. \$382.55 X 249 units = \$95,254.95 or \$476,274.75 in 5 years.

Some suggested approaches could be:

A) Negotiate with the Developer to pay a lump sum dollar amount to offset some or all of the three items listed above.

B) Negotiate with the Developer a specified number of years to pay the yearly amounts to offset some or all of the three items listed above.

C) Negotiate with the Developer a specified number of years or lump sum to pay the yearly bond payments for the multifamily units that are not built. Council needs to be fair to their citizens.

Plebe contact me if you have questions or require additional information. Thank you for your time and efforts and I am looking forward to the resolution of this matter.

Regards,
Waylon Wilson
15117 Legend Oaks Court

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE #631

AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED
WEST OF U.S. HIGHWAY 521-18
FROM R-30 TO PDD-18

WHEREAS, Pulte Homes and Del Webb applied to rezone approximately 1,215.53 acres of primarily vacant land located west of U.S. Highway 521 and south of River Road from R-30 to PDD-18; and

WHEREAS, the applicant requests to rezone the property with the intent of developing a mixed use active adult retirement community with single family detached homes, townhomes and condominiums for sale. The community shall also include a public golf course and between 25 and 60 acres of commercial development including retail, restaurant and/or support services for the residents of the community.

WHEREAS, the Joint Planning Commission recommended approval of the rezoning request by a vote of 9-2.

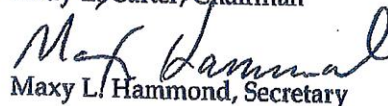
NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that approximately 1,215.53 acres of primarily vacant land located west of U.S. Highway 521 and south of River Road shall be rezoned from R-30, Low Density Residential District to Sun City Carolina Lakes Planned Development District, PDD-18.

AND BE IT FURTHER ORDAINED that the Sun City Carolina Lakes Planned Development District, PDD-18, shall hereby be created as per the attached Development Regulations.

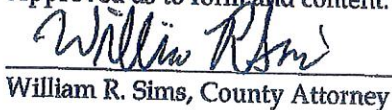
AND IT IS SO ORDAINED this 2nd day of August, 2004.

LANCASTER COUNTY COUNCIL


Rudy L. Carter, Chairman


Maxy L. Hammond, Secretary

Approved as to form and content:


William R. Sims, County Attorney

Attest:


Irene Plyler, Clerk to Council

1st reading: 6/28/2004

2nd reading: 7/12/2004

3rd reading: 8/02/2004

2219944.14
LIB: CH

STATE OF SOUTH CAROLINA

Sun City Carolina Lakes Planned
Development District, PDD-18
Ordinance #631

COUNTY OF LANCASTER

1. PURPOSE, AUTHORITY & JURISDICTION

1.1 Purpose

The purpose of the Sun City Carolina Lakes Development Ordinance ("Ordinance") is to establish certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

1.2 Authority

Sections of the South Carolina Local Government Code ("Code") and Lancaster County's Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

1.3 Jurisdiction

This Ordinance shall govern development of the Sun City Carolina Lakes property ("Property") identified on the Master Plan for Sun City Carolina Lakes attached hereto, which consists of approximately 1,215.53 acres more or less. Sun City Carolina Lakes may be expanded with additional properties.

2. THE MASTER PLAN

The Master Plan proposes a residential community with an overall gross density of up to three dwelling units per acre. The community will be a mixed use master planned age-restricted, active adult community. The community shall include single family detached homes, townhomes or condominiums for sale, a public golf course, and between 25 and 60 acres of commercial development including but not limited to retail, restaurant commercial and/or support services for the residents of the community. The residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall maximum gross density is maintained. A minimum of 400 townhomes for sale and 200 condominiums for sale shall be located throughout the community. The village shall also include a mixture of commercial, retail, office, civic and/or institutional uses within Tract A, the area of the Site located just to the west of Highway 521. The amount of commercial, retail, office, civic, and/or institutional development within Tract

John Weaver

From: Joshua Vann <Joshua.Vann@mortongettys.com>
Sent: Tuesday, August 25, 2015 11:39 AM
To: John Weaver
Cc: Brett Manery; Cisco Garcia
Subject: Sun City Condos

John,
There evidently were another 18 single family homes constructed as a result of the condominiums not being built. The 2005 master plan was conceptual, and the condominiums were never designed, so it's difficult to pinpoint exactly where these 18 houses are, but there were 18 more built than planned since the condos weren't built. Thanks,

Joshua B. Vann, Partner
MORTON & GETTYS
Fountain Park Place
331 E Main St Suite 300
PO Box 707
Rock Hill, SC 29731

Direct Tel: 803.366.3341
Fax: 803.324.3768
Web: www.mortongettys.com

A Limited Liability Company

MORTON & GETTYS

ATTORNEYS AT LAW

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CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, UNLESS SPECIFICALLY INDICATED OTHERWISE, ANY TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAX RELATED PENALTIES OR PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TAX RELATED MATTER ADDRESSED HEREIN.

February 12, 2015

Mr. Kenneth Cauthen
Zoning Director - Lancaster County
Room 158 – County Administration Building
109 North Main Street
Lancaster, South Carolina 29720

Dear Sir,

It is now evident that the developer of Sun City Carolina Lakes (SCCL) is not planning to build the required numbers of townhomes and condominiums that are stated within the Ordinances that govern the development of Plan Development District-18 (PDD-18). Even with the additional "Turkey Point" property added to PDD-18, the required numbers of townhomes and condominiums will not be met.

Therefore, this complaint of violation is being directed to you because the Unified Development Ordinances (UDO) and the SCCL Ordinances in question charge the administration and enforcement of the provisions of these Ordinances to the Building and Zoning Department. As information, below is an extract from the UDO;

"Section 7.1.1 - Building and zoning department.

The building and zoning department is hereby given the authority to administer and enforce all of the provisions of this ordinance pertaining to zoning as defined in the South Carolina Local Government Comprehensive Planning Enabling Act of 1994. The building and zoning department shall accept and examine all applications for construction, land use or reuse, and shall issue building, zoning, and sign permits where such applications are in accordance with the provisions of this ordinance and applicable building codes. The building and zoning department shall provide direction to parties in conflict with this ordinance, be required to keep records and files of any and all matters referred to it, and shall prepare any and all reports as county council may require.

If the building and zoning department shall find that any one of the provisions of this ordinance is being violated, the building and zoning department shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. The building and zoning department shall order the discontinuation of the illegal use of land, buildings, or other structures; the removal of illegal buildings or other structures; the discontinuation of work on any illegal additions, alterations, or other structural changes; and shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

Section 7.2 - Complaints regarding violations.

Whenever the building and zoning department receives a written and signed complaint, or observes a violation of this ordinance, it shall take whatever action is warranted.

Written and signed complaints received by the building and zoning department shall be confidential. However, such complaints may be made available to the property owner against whom the complaint was filed upon written request after a determination by the building and zoning department that the complaint was without merit."

The actions of the developer will have negative aspects to Lancaster County as well as the homeowners of SCCL such as; reduced monies for the fire and emergency tax district, fewer household payments to retire development bonds, reduced monies for building permits, less population to consume community's goods and services, etc.

Thank you for your consideration, time and actions in this matter.

Regard,

Date

Waylon Wilson
15117 Legend Oaks Court
Indian Land / Fort Mill
South Carolina 29707

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	Administration Committee – September 17, 2015 County Council – October 12, 2015

Issue for Consideration:

Potential residency requirement for some department heads.

Points to Consider:

Council must determine if it desires to impose such a requirement as part of the Personnel Policy.

The change would be prospective in nature and current department heads that do not live in Lancaster County would be exempted.

Draft of Policy Statement:

Residency Requirement

Those department heads subject to the County Administrators control, pursuant to Title 9 of Chapter 4 of the South Carolina Code of Laws shall have their primary residence within the county limits of Lancaster County, unless such requirement is waived by the Administrator due to hardship. When necessary, the employee shall be granted a period not to exceed twelve (12) months to move. This section shall not apply to those department heads employed prior to January 1, 2016.

Funding and Liability Factors:

N/A

Council Options:

Direct preparation of necessary documents to modify the Personnel Policy or remove this from the 2016 Project List.

Staff Recommendation:

If the desire is to insure a prompt emergency response then I need to point out a drive time requirement would be better. A person living in Fort Lawn or Catawba could respond more rapidly than a resident of Charlesboro or Three C's. If this is a policy desire to insure senior management has a vested interest then this is a valid concern. I do need to note this does not apply to all department heads per state law.

Committee Recommendation:

By a vote of 2 in favor and 1 opposed the Committee forwards this with an affirmative recommendation.

Agenda Item Summary

Ordinance # / Resolution#:	N/A – Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	October 12, 2015

Issue for Consideration:

Approval of Subrecipient Agreement for Erwin Farm Sewer Community Development Block Grant (CDBG). The agreement has been approved by the Department of Commerce.

Points to Consider:

This is a routine approval. The subrecipient agreement authorizes the City of Lancaster to perform the work on their own system and requires they fund the local match.

Funding and Liability Factors:

N/A. All funding will be City of Lancaster funding.

Council Options:

Approve the subrecipient agreement or return the grant. We have no DHEC authorization to work no sewer lines.

Staff Recommendation:

Approve the agreement. A motion to approve the agreement and authorize the County Administrator to execute the agreement will be needed.

Committee Recommendation:

This is a routine matter and was not sent to a Committee.



Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

September 30, 2015

Mr. Steve Willis
Administrator, Lancaster County
Post Office Box 1809
Lancaster, South Carolina 29720

Grantee:	Lancaster County
Grant Number:	4-CI-15-021
Project Title:	Erwin Farms/Basin 18 Sewer Upgrade
Subrecipient:	City of Lancaster
Dollar Amount:	\$787,000.00

Dear Mr. Willis:

We have reviewed the contract agreement establishing the Subrecipient relationship to carry out specific activities for the above referenced project and it appears to demonstrate satisfactory compliance with State and Federal regulations. By executing this Agreement, the contracted parties agree that specific CDBG requirements are passed from the grantee to the Subrecipient and that the Subrecipient knowingly assumes responsibility for the expenditure of funds related to these services as outlined in the Agreement.

Any changes to this Agreement, including changes in activities and changes in line item budgets, must be pre-approved in writing by the State and shall be incorporated in written amendment(s) to this Agreement.

We appreciate your cooperation and assistance in this review process. Please do not hesitate to contact me at 803-734-0709 if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads 'Lauren Wise'.

Lauren Wise
Compliance Specialist
Grants Administration

cc: Grazier Rhea
Stefanie Smith
Finance

SUBRECIPIENT AGREEMENT

The following statements and provisions are acknowledged and agreed upon by and between, The City of Lancaster, as Subrecipient (the "Subrecipient") of the Community Development Block Grant ("CDBG") funds, and Lancaster County, as the grantee (the "Grantee") and provider of such funds pursuant to a CDBG award, grant number 4-CI-15-021, (the "Grant"), made by the South Carolina Department of Commerce, Grants Administration ("Grants Administration") under provisions of Title I of the Housing and Urban Development Act of 1974, as amended ("the Act"). It is mutually agreed that no funds will be disbursed prior to the date of the execution of this Subrecipient Agreement (the "Agreement"). This Agreement will remain in effect as long as the Subrecipient has control over CDBG funds, including program income, or assets including real property acquired with funds dispersed under the Grant. Any modification or amendment to this Agreement must be approved by Grants Administration.

Any provisions contained herein which are found to be inconsistent with the Act, Federal or State laws, and implementing regulations, will be deleted or appropriately modified as directed by Grants Administration and in no case shall any such inconsistency, whether remedied or not impair the remainder.

Purpose: It is the purpose and intent of this Agreement to enable the Grantee to provide CDBG funds to the Subrecipient for their use to carry out the project described in the application which was approved and funded by Grants Administration pursuant to the Grant.

Under this Agreement, the Grantee is still responsible for the overall administration and monitoring of the use of CDBG funds in accordance with program requirements.

Description of Work: (BE VERY SPECIFIC)

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee consistent with any standards and CDBG requirements as a condition of providing these funds. These activities are listed in the Community Development Block Grant Application that was submitted by Lancaster County for the Erwin Farms – Basin 18 Sewer Project – Phase I.

Describe in detail all work to be performed by the Subrecipient.

The City of Lancaster will be responsible for the upgrade of sewer lines and manholes that serve Basins 18-A, 18-B, 18-C, 18-D and 18-E of the Erwin Farms area, as well as the engineering associated with the project.

Provide an explanation of how the work will be conducted, the accomplishments and CDBG national objective to be achieved, and project location.

The City of Lancaster will conduct the work as follows:

Sewer Line Construction: The City of Lancaster will receive competitive sealed bids for the sewer line and manhole upgrades.

Engineering: The City of Lancaster has a contract with WK Dickson for the engineering services for this project. The City is paying for engineering costs with local funds.

This will address the CDBG national objective of benefit to Low and Moderate Income Persons. The project location is Basins 18-A, 18-B, 18-C, 18-D and 18-E. Attachment A is a map of the location of the sewer lines and manholes.

Identify the roles and responsibilities of each party involved in the project, including the primary person assigned to carry out the scope of work. The CDBG application may be incorporated by reference.

As grantee, Lancaster County will request CDBG funds from the SC Department of Commerce, as needed. The County has established a separate bank account for the project and will write checks to the City of Lancaster for the construction costs.

As the Subrecipient, the City of Lancaster has an existing contract with WK Dickson for the engineering services, to include design, bidding and managing the construction activities. The City will also be responsible for the competitive procurement of the contractor for the sewer upgrades. WK Dickson, project engineer, will oversee the construction, which will include the lining of the sewer lines, sewer line replacements, manhole rehabilitation and cleaning of the laterals. The contracts with the engineer and contractor will be with the City of Lancaster. Catawba Regional Council of Governments will be responsible for coordinating the activities to complete the work, as well the financial management.

**Non-profit housing activities typically require a developer agreement. The agreement can either be a separate document or incorporated by reference as an attachment to the Subrecipient Agreement.*

Time of Performance:

Services of the Subrecipient shall commence on _____ and is expected to be complete on July 31, 2017. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains responsible for carrying out the approved activities and any assets or program income.

Make sure the timeframe works within the grant period. Provide a detailed timeframe (milestones) for specific activities/tasks involved.

Engineering Design, Permitting, Bidding
& Construction Management
Sewer Line & Manhole Upgrade

September 2015 – June 2017
May 2016 – May 2017

Budget for Activities:

Identify the total amount of the Agreement and provide a line item budget only for those activities to be undertaken under this Agreement or costs of the portion of the work relating to the Subrecipient.

Sewer & Manhole Upgrades	\$700,000
Engineering	\$87,000
Subrecipient Total:	\$787,000

Program Income: Briefly describe how the program income generated from CDBG funded activities will be handled. *Attach Program Income Plan.*

There will not be any program income generated from this project.

Drawdown of Funds: The Subrecipient will request a drawdown of needed funds by submitting a request for payment to the Grantee. The Subrecipient will make this request at least three weeks in advance of need.

Funds must be disbursed by the Grantee within a timely manner as defined in the CDBG Implementation Manual. No more than five thousand dollars (\$5,000) in CDBG funds may be kept on hand by the Subrecipient at any time.

Unexpended Grant Funds: The Subrecipient agrees that it will return to the Grantee any unexpended grant funds provided by the Grantee under this Agreement.

Records and Reports: Records for nonexpendable real property purchased totally or partially by the Subrecipient with CDBG funds must be retained for five years after its final disposition. Subrecipient must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

CDBG Program Requirements: Subrecipients must comply with the requirements of Title I of the Housing and Community Development Act of 1974, as amended; with 24 CFR Part 570, Subpart I Community Development Block Grant State Program Regulations, and Subpart C, Eligible Activities; as well as the policies and procedures of the South Carolina CDBG program as included in the CDBG Program Implementation Manual or other State program documents.

Uniform Administrative requirements: The Subrecipient shall adhere to the following administrative requirements:

Financial: The Subrecipient shall comply with the guidelines for financial and compliance audits of federally assisted programs which are OMB Circular A-133 and OMB Circular A-87.

Procurement: The Subrecipient must comply with federal and Grants Administration procurement requirements if a contractor is hired to carry out the project including submission of the contract and procurement method for review prior to execution.

The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its Subrecipients.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Subrecipient shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of South Carolina or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted under the Grant or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by Grants Administration on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving the Grant or any other CDBG grant, they shall immediately notify the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina 29201.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local law to perform such services.

The Subrecipient shall insure that all prime contractors/subcontractors are bonded and insured in accordance with State and Federal requirements.

Federal and State Laws: The Subrecipient is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG program.

Other Program Requirements: All activities by the Subrecipient shall be carried out in compliance with all Federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Grantee. No construction or acquisition activities may be undertaken by the subrecipient or its contractors prior to Environmental Release of Funds.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Subrecipient shall transfer on behalf of the Grantee, to Grants Administration, or Grants Administration's assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within five years of closeout of the Grant must be approved by Grants Administration in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Subrecipient to the Grantee as a request for an award adjustment. Any adjustment granted by the Grantee shall be appended to this Agreement as an amendment. Copies of any changes must be submitted to Grants Administration for programmatic purposes.

Monitoring: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Federal, State, or Grantee officials at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient of notice of such deficiency. Failure of the Subrecipient to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Liability: The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the Grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement. The subrecipient shall hold harmless and indemnify the Grantee from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the Subrecipient's performance or non performance of the services or subject matter called for in this agreement.

The Subrecipient agrees to repay to Grants Administration funds equal to the amount of CDBG funds provided to the Subrecipient by the Grantee which Grants Administration has determined that its agents or assigns have caused to have been advanced and/or expended in violation of this Agreement and/or any Federal, State or local laws or policies governing the use of CDBG funds; this provision also applies to any funds considered to be CDBG program income generated by this Agreement. Grants Administration is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Agreement.

Suspension and Termination: In accordance with 24 CFR Part 85.43, suspension or termination of payment to the Subrecipient under this Agreement may occur if the

Subrecipient materially fails to comply with any terms of this Agreement, and the Agreement may be terminated for convenience in accordance with 24 CFR Part 85.44.

Ethics, Accountability and Campaign Reform Act of 1991 (the "Act"): All provisions of this Act have been and will be complied with by the parties to this Agreement in regard to actions and expenditures of funds related to the CDBG project giving rise to this Agreement.

Special Provisions: The Subrecipient Agreement Standard Provisions attached to this Agreement are considered to be an integral part of this Agreement and are hereby incorporated by reference herein. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Subrecipient will be notified in writing if any changes occur.

City of Lancaster Mayor

Title of the Subrecipient Official

Signature of the Subrecipient

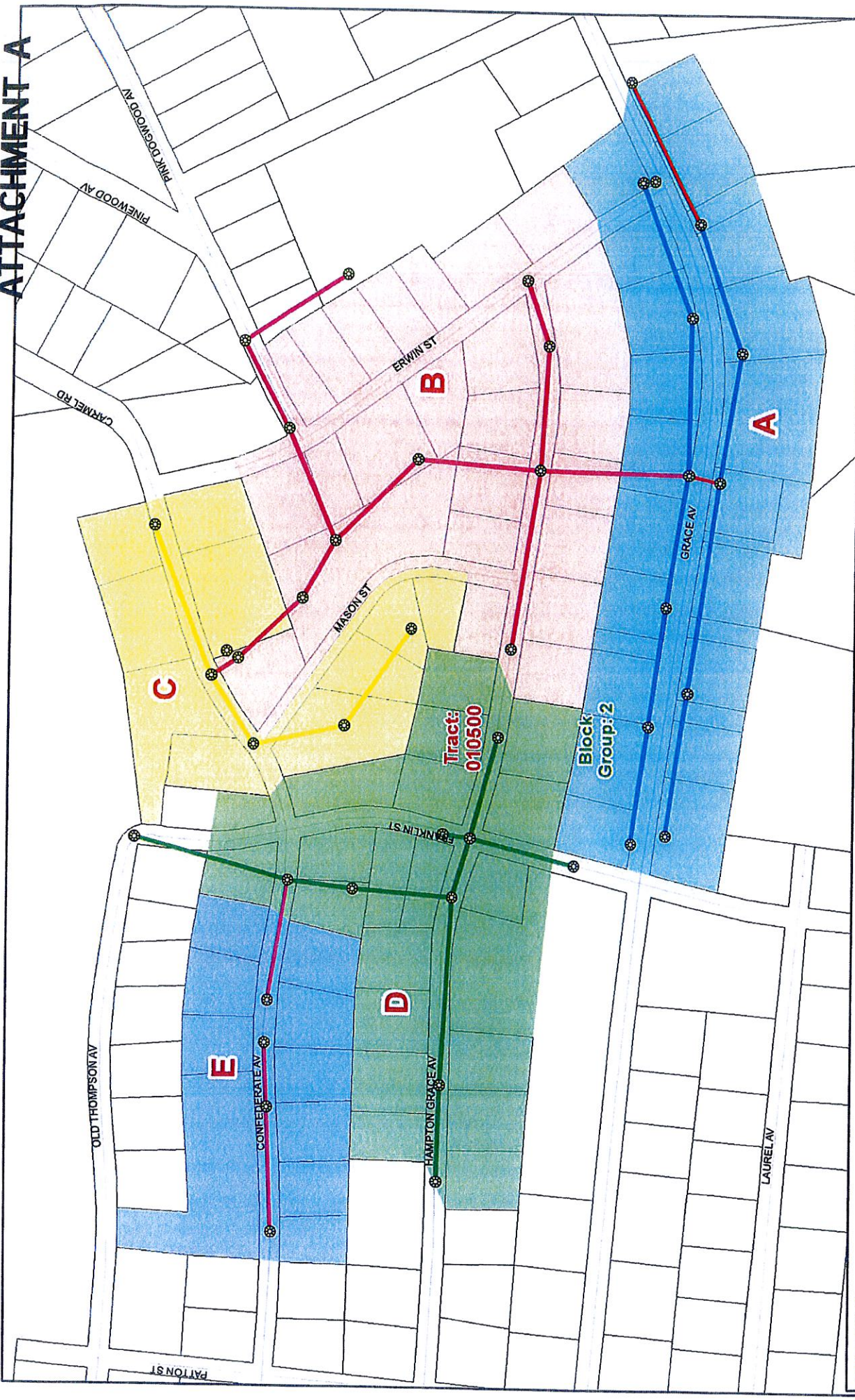
Date

Lancaster County Administrator

Title of the Grantee Official

Signature of the Grantee

Date



CIPP 6" & 8" Sewer Lines

Sewer Line	Color
A	Blue
B	Pink
C	Yellow
D	Green
E	Light Blue

Sewer Service Areas

Service Area	Color
A	Blue
B	Pink
C	Yellow
D	Green
E	Light Blue

8" Gravity Replacement Line

Red line

Other Features

- Parcels (Black outline)
- Major Road (Thick black line)
- Minor Road (Thin black line)
- Manholes (Black circle with cross)

Scale: 0 to 310 Feet

North Arrow: N, S, E, W

Lancaster County

Erwin Farms - Basin 18 Sewer Project - Phase I

Project Location Map, March 2015

Calawba Regional Council of Governments
 215 Hampton Street / P.O. Box 450 Rock Hill, SC 29731
 Phone 803.327.9041 Fax 803.327.1912
 crog@calawbacog.org www.calawbacog.org

Calawba Regional COG disclaims any liability for damages that may arise from the use of this map or data. All efforts have been made to ensure accuracy.

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Friday, October 9 th	7:30 p.m.	USCL – Bradley Arts Presents: The Time Jumpers
Monday, October 12 th	6:30 p.m.	Regular Council Meeting
Tuesday, October 13 th	8:00 a.m.	Public Safety Committee / Conference Room
Tuesday, October 13 th	9:00 a.m.	Economic Development Structural Committee / Conference Room
Tuesday, October 13 th	3:00 p.m.	I&R Committee / Chambers
Tuesday, October 13 th	8:00 a.m.	Public Safety Committee / Conference Room
Thursday, October 15 th	4:30 p.m.	Administration Committee / Chambers
Thursday, October 22 nd	8 am – until noon	Worksite Screening – Council Chambers
Monday, October 26 th	6:30 p.m.	Regular Council Meeting
Monday, November 9 th	6:30 p.m.	Regular Council Meeting
Tuesday, November 10 th	8:00 a.m.	Public Safety Committee / Conference Room
Tuesday, November 10 th	3:00 p.m.	I&R Committee / Chambers
Thursday, November 19 th	4:30 p.m.	Administration Committee / Chambers
Monday, November 23 rd	6:30 p.m.	Regular Council Meeting
Tuesday, December 8 th	11:30 a.m.	County Christmas Lunch – Springdale Recreation
Monday, December 14 th	6:30 p.m.	Regular Council Meeting
Tuesday, December 15 th	8:00 a.m.	Public Safety Committee / Conference Room
Tuesday, December 15 th	3:00 p.m.	I&R Committee / Chambers
Thursday, December 17 th	4:30 p.m.	Administration Committee / Chambers

LANCASTER COUNTY STANDING MEETINGS

3rd Thursday of each month4:30 p.m. ... Administration Committee
 The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
8:00 a.m.... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month9:00 a.m. ... Development Review Committee, Council Chambers
 2nd Tuesday of each month.....6:30 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month.....6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)..... 11:45 a.m.... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers
 Quarterly (2nd Monday -March , June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room