

Lancaster County Council Regular Meeting Agenda

Monday, April 27, 2015

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Brian Carnes**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Presentations**
 - a. South Carolina Association of Counties Safety Awards – John Henderson
 - b. Thumbs Up awards
 - c. Employees of the Quarter
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Chairman Comments – Chairman Bob Bundy**
8. **Consent Agenda**
 - a. Minutes of the following Council Meetings – pgs. 5-9
 1. April 13, 2015 Regular Meeting
 - b. **2nd Reading of Ordinance 2015-1345 to rezone property of Jimaki Witherspoon from R-15 to R-15S**

Ordinance Title: An ordinance to amend the official zoning map of Lancaster county so as to rezone property of Jimaki Witherspoon, located ± 850 feet east of the intersection of SC Highway 200 and Highpoint Circle in Lancaster County from R-15, moderate density residential/agricultural district to R-15S, moderate density residential/manufactured housing/agricultural district; and to provide for other matters related thereto. *Planning Commission recommended approval 7-0. Council approved 7-0 at 1st Reading on April 13th. Penelope Karagounis – pg. 10-11*

c. **2nd Reading of Ordinance 2015-1349 extension of time regarding Fancy Pokket**

Ordinance Title: An ordinance to again amend Article II, Section (a) of the conveyance agreement as adopted by Ordinance 1188 on December 12, 2012 so as to grant to Fancy Pokket USA Holdings, Inc., additional time to obtain a certificate of occupancy. *Council approved 7-0 at 1st Reading on April 13th. Steve Willis and Keith Tunnell – pg. 12-14*

9. **Resolutions**

- a. **0871-R2015: A Resolution to consent to the transfer of the IA Fort Mill, LLC Fee Agreement to ARC CTFTMSC001, LLC. (Favorable – Administration Committee) John Weaver – pg 15-26**
- b. **0872-R2015: A Resolution to accept the Wylie Street Swimming Pool and the surrounding 1.429 acres from Leroy Springs & Company, Inc. (Favorable – I&R Committee) John Weaver – pg. 27-32**
- c. **0873-R2015: A Resolution requesting that the Lancaster County Economic Development Corporation (LCEDC) promptly take all necessary actions to make application to the South Carolina Public Employee Benefit Authority (PEBA) for both retirement and health benefits for the LCEDC employees. John Weaver - pg. 33-34**

10. **Non-Consent Agenda**

Ordinance Readings

- a. **2nd Reading of Ordinance 2015-1346 regarding the Collins Road PDD26**
Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD-26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto. *Planning Commission recommended approval 7-0. Council approved 7-0 at 1st Reading on April 13th. John Weaver – pg. 35-54*
- b. **2nd Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. (This item has been withdrawn by the applicant and a motion to postpone is in order to remove it from further consideration by Council).**
An ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Haldenby Holdings, LLC., and Landsford Riverpark, LLC, property is located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road, from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District; and to provide for other matters related thereto. *Deferred at the February 9, 2015 Council Meeting until road issues are addressed. John Weaver – pg. 55-56*

c. **1st Reading of Ordinance 2015-1347 regarding the lease of 1033 W. Meeting Street to Economic Development Corporation**

Ordinance Title: An ordinance to approve the lease of certain real property located at 1033 W. Meeting Street to the Lancaster County Economic Development Corporation; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *(Favorable – I&R Committee) John Weaver – pg. 57-63*

d. **1st Reading of Ordinance 2015-1350 regarding road swap with the SCDOT.**

Ordinance Title: An ordinance to approve the donation of certain county roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the County Road System; and to authorize county officials to take such actions as necessary to effectuate the proposes of this ordinance. *(Favorable – I&R Committee) Steve Willis and Jeff Catoe – pg. 64-67*

e. **1st Reading of Ordinance 2015-1348 regarding amendments to the 2010 Agreements with Nutramax**

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. *(Favorable – Administration Committee) John Weaver – pg. 68-86*

Discussion and Action Items

- f. Annual Council of Governments Planning Grant *(Favorable – Administration Committee) Steve Willis – pg. 87*
- g. Council Committee Reports
 - 1. Administration Committee – Brian Carnes
 - 2. Infrastructure and Regulation – Larry Honeycutt
 - 3. Public Safety – Steve Harper
- h. 2016 Reassessment report. *Norman Anderson – pg. 88-92*
- i. Board and Commission Appointments
 - 1. Health and Wellness
 - 2. Historical Commission
 - 3. Community Relations Commission

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

12. Miscellaneous Reports and Correspondence – pgs. 93-114

- a. Time Warner Cable
- b. Minutes of Committee Meetings
- c. Request from USCL for Sign Placement

13. Calendar of Events – pg. 115

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

15. Adjournment

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

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website:
www.mylancastersc.org



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 Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, April 13, 2015

6:30 p.m.

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

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

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

Larry McCullough made a MOTION to approve the agenda. SECONDED by Charlene McGriff. Passed 7-0.

Citizen Comments

Ron Hutchinson, 5237 Fire Water Lane, Indian Land, SC, spoke about problems with townhomes and condominiums not being regulated by the County on sanitation issues.

Gary Holland, 8728 Collins Road, Indian Land, SC, spoke regarding ordinance 959.

J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC, spoke about Ordinance 2015-1339.

Hubie Tolson, 520 Front Street, New Burn, NC, spoke regarding PDD26.

Kelly High, Farmstead Road, Rock Hill, SC, chose not to speak.

Chairman Comments

The Chairman had no comments.

Consent Agenda

a. Minutes of the March 9, 2015 Regular Meeting

Minutes of the March 23, 2015 Regular Meeting

b. 3rd Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool

Ordinance Title: An Ordinance to amend Chapter 24 of the Lancaster County Code of Ordinances related to Parks and Recreation so as to add Article III – Wylie Street Swimming Pool.

MOTION was made by Larry Honeycutt to approve consent items a and b. SECONDED by Charlene McGriff. Passed 7-0.

Resolutions

0870-R2015 A resolution supporting state efforts to find solutions to the funding needs for state maintained and operated roads and bridges without transferring the burden to local governments and opposing any actions taken by the General Assembly that through lack of state funding will lead to increased taxes on the citizens of Lancaster County.

Brian Carnes made a MOTION to approve Resolution 0870-R2015. SECONDED by Jack Estridge. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1344 regarding an amended Fee Agreement for DLS Tire Centers, Inc. (amendment needed) {23 people in attendance}

Ordinance Title: An ordinance authorizing the execution and delivery of an amendment to the Fee Agreement between Lancaster County and DLS Tire Centers, Inc., to delay the start of the five year special source revenue credits by amending the fee agreement dated November 11, 2013; and other matters related thereto. Council approved 7-0 at the March 23, 2015 meeting.

Brian Carnes made a MOTION to approve 3rd Reading of Ordinance 2015-1344. SECONDED by Jack Estridge.

Public Hearing was held and no one spoke.

John Weaver, Attorney, explained that for simplicity he constructed an addendum for the 1st and 2nd reading of this Ordinance. It was requested by the attorney for the Lancaster County Economic Development that the entire agreement be added to 3rd reading instead of the addendum.

Charlene McGriff made a MOTION to approve 3rd reading of Ordinance 2015-1344 as amended with entire agreement. SECONDED by Larry Honeycutt. Passed 7-0.

Brian Carnes made a MOTION to amend the amended agreement to substitute Marlboro Multi-County Park in the place of Chesterfield Multi-County Park. SECONDED by Larry Honeycutt. Passed 7-0.

Brian Carnes made a MOTION to approve 3rd Reading of Ordinance 2015-1344 as twice amended. SECONDED by Jack Estridge. Passed 7-0.

1st Reading of Ordinance 2015-1345 to rezone property of Jimaki Witherspoon from R-15

Ordinance Title: An ordinance to amend the official zoning map of Lancaster county so as to rezone property of Jimaki Witherspoon, located ± 850 feet east of the intersection of SC Highway 200 and Highpoint Circle in Lancaster County from R-15, moderate density residential/agricultural district to R-15S, moderate density residential/manufactured housing/agricultural district; and to provide for other matters related thereto.

The Planning Department and the Planning Commission both recommended to approve this rezoning request.

Charlene McGriff made a MOTION to approve 1st Reading of Ordinance 2015-1345. SECONDED by Brian Carnes. Passed 7-0.

1st Reading of Ordinance 2015-1346 regarding the Collins Road PDD26

Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD-26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto.

Penelope Karagounis, Planning Director, explained that this Ordinance is presented to Council for its consideration in a final effort to correct an administrative error occurring seven (7) years ago. This new Ordinance is a rewrite of Ordinance 959 with a limited number of changes. Rather than amending the 2008 Ordinance, it is recommended that the new Ordinance void the earlier Ordinance because of the passage of time and the litigation that resulted.

Larry Honeycutt made a MOTION to approve 1st Reading of Ordinance 2015-1346.
SECONDED by Steve Harper. Passed 7-0.

1st Reading of Ordinance 2015-1349 extension of time regarding Fancy Pokket

Ordinance Title: An ordinance to again amend Article II, Section (a) of the conveyance agreement as adopted by Ordinance 1188 on December 12, 2012 so as to grant to Fancy Pokket USA Holdings, Inc., additional time to obtain a certificate of occupancy.

Steve Willis explained that this is a request for a second extension, for timely completion of the building under the Conveyance of Land agreement as adopted by Ordinance 1188.

Larry McCullough made a MOTION to approve 1st Reading of Ordinance 2015-1349.
SECONDED by Jack Estridge. Passed 7-0.

Discussion and Action Items

Catawba Community Mental Health Board appointment -

Beatrice Frazier was recommended for the Catawba Community Mental Health Board appointment.

Larry Honeycutt made a MOTION to appoint Beatrice Frazier to serve on the Catawba Community Mental Health Board. SECONDED by Larry McCullough. Passed 7-0.

Board and Commission appointments –

District 2:

Community Relations: Clara Jones – 2nd Term
Heath and Wellness: Nancy Fleming – 2nd Term
Planning Commission: Vedia Hatfield – 3rd Term
Joint Recreation: Lester Belk – 1st Term (presently serving an unexpired term)
Library Board: Erick Crawford – 3rd Term

District 6:

Airport: Donald Faile – 3rd Term
Construction Board of Appeals: Tim Catoe – 2nd Term (presently serving an unexpired term)
Planning Commission: Shelia Hinson – 1st Term (presently serving an unexpired term)
Joint Recreation: Tiffany Whaley – 1st Term (presently serving an unexpired term)

Jack Estridge made a MOTION to appoint all applicants to these positions and terms as listed.
SECONDED by Charlene McGriff. Passed 7-0.

Update regarding Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. –

Penelope Karagounis, Planning Director, explained that it was the Planning Department's recommendation to remove the rezoning application from the tabled items list and process the rezoning application at the next Council meeting. She stated that after a property is rezoned, the applicant has to go through a Development Review Committee process if they will construct a new commercial or industrial use. At this time, issues as roads will be addressed by the SCDOT or if a traffic impact analysis will be needed.

After discussing several concerns by some of the Council Members, it was decided that Ms. Karagounis would talk with the applicant, Bailey Patrick, and see what he wants to do with this rezoning application and she will report that information to Council.

Executive Session

Steve Harper made a MOTION to go into Executive Session. SECONDED by Larry McCullough. Passed 7-0.

Brian Carnes made a MOTION to come out of Executive Session. SECONDED by Charlene McGriff. Passed 7-0.

No motions were forthcoming from Executive Session.

Adjournment

MOTION was made by Larry Honeycutt to adjourn. SECONDED by Larry McCullough. Passed 7-0.

Respectfully Submitted:

Approved by Council, April 27, 2015

Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1345

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF JIMAKI WITHERSPOON, LOCATED \pm 850 FEET EAST OF THE INTERSECTION OF SC HWY 200 AND HIGHPOINT CIRCLE IN LANCASTER COUNTY FROM R-15, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-15S, MODERATE DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jimaki Witherspoon applied to rezone property located \pm 850 Feet east of the intersection of SC HWY 200 and Highpoint Circle from R-15, Moderate Density Residential/Agricultural District, to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

(b) On March 17, 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-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0086-00-08.01.

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: April 13, 2015	Passed 7-0
Second Reading: April 27, 2015	Tentative
Third Reading: May 11, 2015	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1349

COUNTY OF LANCASTER

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AN ORDINANCE

TO AGAIN AMEND ARTICLE II, SECTION (A) OF THE CONVEYANCE AGREEMENT AS ADOPTED BY ORDINANCE 1188 ON DECEMBER 12, 2012 SO AS TO GRANT TO FANCY POKKET USA HOLDINGS, INC., ADDITIONAL TIME TO OBTAIN A CERTIFICATE OF OCCUPANCY.

WHEREAS, on December 28, 2012, Lancaster County Council passed Ordinance No. 1188; and

WHEREAS, on February 23, 2015, Lancaster County Council did extend by three (3) months the time provided to Fancy Pokket USA Holdings, Inc. (Fancy Pokket) to complete construction of its facility and to be issued a certificate of occupancy; and

WHEREAS, Fancy Pokket has yet to complete certain aspects of its construction project and will not within twenty-one (21) months have been issued a certificate of occupancy; and

WHEREAS a request has been made to Lancaster County that an additional three (3) month extension be granted and County Council has determined that the request is both fair and reasonable;

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. Incentive and Conveyance of Property Agreement.

Section (a) of Article II of the Incentive and Property Conveyance Agreement, as adopted by Ordinance No. 1188, is further amended to read:

The Company agrees as follows:

- a) Fancy Pokket USA Holdings, Inc., has acquired the Property from the County for a consideration of \$100.00 subject to the terms of this Agreement, including Article IV hereof. In return for acquiring the Property for nominal consideration, the Company recommits to complete the construction of the Facility on the Property within twenty four (24) months of the conveyance of the Property to the Company.

As used in this Article II(a), "completion of construction" and "complete the construction" and similar phrases means the issuance of a certificate of occupancy for the Facility.

Company agrees that the County had the right to reserve in the deed in which the County conveyed title to the Property to the Company a repurchase option (the "Repurchase Option") in which County has the right (subject to the payment provisions below), but not the obligation, to cause the Company to convey the Property to the County for the consideration of \$100.00 if the Company failed to initiate construction of the building on the Property within six (6) months from the date of conveyance to the Company. As used in this Agreement, "initiate construction of the building" means pouring the concrete footings for the building. After initiation of construction of a building, if the building is not completed within twenty four (24) months from the date of conveyance to the Company, the Company must pay the County the sum of \$274,000 as reimbursement for the Property within ninety (90) days from the end of the date on which the Company's obligation to complete should have been met. At any time after the Company has complied with the building requirements described in this Article II(a), the County agrees to execute, within fifteen (15) business days after requested by the Company, a recordable document acknowledging termination of the Repurchase Option.

The County's right to receive payment as provided in this Article II(a) shall be secured by a mortgage on the Property given by the Company to the County. The County agrees that the mortgage will be subordinated to any other mortgage that may be required by a lender financing the construction of the building on the Property at the closing of the construction loan from such lender and upon receipt by the County of an executed construction contract providing for the construction of the Facility. The County's mortgage shall be released upon payment of the amount provided in Article II(a) or completion of construction of the Facility within twenty four (24) months from the date of conveyance to the Company. Company agrees that, other than the mortgage given by the Company to the County, until the Company closes on a construction loan for the Facility on the Property, no other mortgage on the Property may be given by the Company.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

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:	April 13, 2015	Passed 7-0
Second Reading:	April 27, 2015	Tentative
Third Reading:	May 11, 2015	Tentative

Agenda Item Summary

Ordinance # / Resolution#: Resolution No. 0871-R2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 16, 2015

Committee: Administration

Issue for Consideration: Whether or not it is appropriate to approve/consent a fee agreement transfer from IA Fort Mill, LLC to ARC CTFTMSC001, LLC.

Points to Consider: Through no fault of the County, an administrative oversight occurred between the Grantor and the Grantee in August, 2014 when a request was not made to Lancaster County Council for its approval to an assignment of the rights, interests and obligations under the Fee Agreement on property that was subject to the Agreement. Section 8.3 of the Agreement permits Council approval via Resolution, such having been previously done in 2011 at the time of a prior sale of the property.

Funding and Liability Factors: N/A

Council Options: Approve or reject.

Recommendation: Approval

RESOLUTION NO. 0871-R2015

**TO CONSENT TO THE TRANSFER OF THE IA FORT MILL, LLC, FEE AGREEMENT TO
ARC CTFTMSC001, LLC**

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3. This Resolution takes effect upon its adoption and supersedes and replaces Resolution No. 759 that previously was adopted this 22nd day of August, 2011.

AND IT IS SO RESOLVED

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

RECORDED THIS 5th DAY
OF AUGUST, 2014
IN BOOK 2014 PAGE I-1

Phyllis H. Morgan

Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR
Tax Map:
0007 00 008 06

2014009924

DEED
RECORDING FEES \$13.00
STATE TAX \$48100.00
COUNTY TAX \$20350.00

PRESENTED & RECORDED:
08-04-2014 01:48 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: STEPHANIE KNIGHT ROD

BK:DEED 811

PG:267-273

LIMITED WARRANTY DEED

This document was prepared by,
and after recording return to:
Tim Hagood, Esq.
c/o AR Capital, LLC
7621 Little Avenue, Suite 200
Charlotte, NC 28226

RECORDING INFORMATION ABOVE THIS LINE

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE
(Limited Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS that **IA FORT MILL, LLC**, a Wisconsin limited liability company ("Grantor"), in the State aforesaid, for and in consideration of the sum of [See attached Affidavit of Consideration] to Grantor paid at and before the sealing and delivery of these presents, by **ARC CTFTMSC001, LLC**, a Delaware limited liability company ("Grantee"), the receipt and adequacy of which are hereby acknowledged, and subject to the matters listed on Exhibit "B" attached hereto and made a part hereof (collectively, the "Permitted Exceptions"), has granted, bargained, sold, and released and by these presents does hereby grant, bargain, sell and release unto Grantee, and Grantee's successors and assigns, the following described property, together with all buildings, facilities and other improvements located thereon (collectively, the "Property");

See Exhibit "A" attached hereto and made a part hereof

TMS No.: _____

GRANTEE'S MAILING ADDRESS: The mailing address of the Grantee is:

c/o AR Capital, LLC
7621 Little Avenue, Suite 200
Charlotte, NC 28226

This conveyance is made subject to the Permitted Exceptions.

TOGETHER WITH, subject to the Permitted Exceptions, all and singular the rights, members, hereditaments and appurtenances to the said Property belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, subject to the Permitted Exceptions, all and singular the Property unto Grantee, its successors and assigns, forever.

And Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns, against the lawful claim of any person claiming under or through Grantor, but not otherwise.

[SIGNATURE ON FOLLOWING PAGE]

I-1

20085119 048514-0013

CERTIFIED TO BE A TRUE COPY
REGISTER OF DEEDS
COUNTY OF LANCASTER, SC

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 29th day of July, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

IA Fort Mill, LLC, a Wisconsin limited
liability company

By: Investors Associated, LLP, a
Wisconsin limited liability
partnership, Sole Member

Jane Rupp
Witness #1
Mica Sabel
Witness #2

By: Richard H. Bibler, M.D.
Richard H. Bibler, M.D. Chief
Executive Officer

STATE OF Wisconsin
COUNTY OF Waukesha

ACKNOWLEDGEMENT

I, Jamie Stefan, do hereby certify that IA Fort Mill, LLC, a Wisconsin limited liability company, by Investors Associated, LLP, its Sole Member, by Richard H. Bibler, M.D., its Chief Executive Officer and authorized signatory, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal official seal this 29th day of July, 2014.

[Signature]
Notary Public for the State of Wisconsin
My commission expires: 8/16/2015

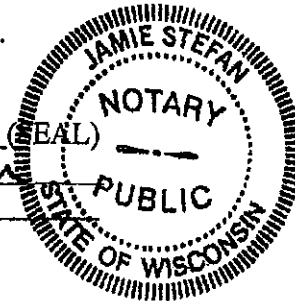


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel 1

Metes and bounds description of an 11.487 acre tract of land located at the southerly end of MacMillan Road. Beginning at a #5 rebar set 60.00 feet South 44 degrees 32 minutes 00 seconds West of the center of the cul-de-sac at the south end of MacMillan Park Road. Thence running South 67 degrees 29 minutes 31 seconds West, for a distance of 130.23 feet, to a #5 rebar. Thence running South 25 degrees 16 minutes 54 seconds West, for a distance of 611.03 feet, to a #5 rebar. Thence running South 55 degrees 34 minutes 18 seconds West, for a distance of 188.71 feet, to a #5 rebar. Thence running North 86 degrees 54 minutes 46 seconds West, for a distance of 681.05 feet, to a #5 rebar. Thence running North 25 degrees 12 minutes 40 seconds East, for a distance of 271.47 feet, to a 1" oip. Thence running North 25 degrees 04 minutes 40 seconds East, for a distance of 153.14 feet, to a 3/4" oip. Thence running North 25 degrees 08 minutes 46 seconds East, for a distance of 211.32 feet, to a 3/4" oip. Thence running North 25 degrees 21 minutes 32 seconds East, for a distance of 162.18 feet, to a #5 rebar. Thence running South 64 degrees 43 minutes 06 seconds East, for a distance of 631.96 feet, to a #5 rebar. Thence running North 25 degrees 16 minutes 54 seconds East, for a distance of 235.58 feet, to a #5 rebar. Thence running North 67 degrees 29 minutes 31 seconds East, for a distance of 212.26 feet, to a #5 rebar. Thence running a curve to the left on a chord of South 06 degrees 57 minutes 19 seconds East, for a chord distance of 74.72 feet, with an arc length of 80.66 feet, on a radius of 60.00 feet, to a #5 rebar that is also the point of beginning.

Parcel 2

All that certain piece, parcel or tract of land lying, being, and situate near MacMillan Park Drive in the City of Lancaster, Lancaster County, South Carolina, containing 2.002 acres, more or less, as shown on that certain plat of survey entitled "ALTA/ACSM Land Title Survey IA Fort Mill, LLC" prepared by James C. Crumpler, SCPLS No. 6574, dated October 19, 2011, recorded November 1, 2011, in Plat Book 2011, Page 538, Office of the Register of Deeds for Lancaster County, South Carolina, to which plat reference is hereby made for a more particular description thereof.

DERIVATION AS TO Parcel 1: This is the identical property conveyed to the Grantor herein by Deed recorded in Book 640 at Page 39, Lancaster County Records.

DERIVATION AS TO Parcel 2: This is the identical property conveyed to the Grantor herein by Deed recorded in Book 640 at Page 44, Lancaster County Records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the Property.
2. Taxes and assessments for the year, and subsequent years, which are a lien but are not yet due and payable.
3. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation, or other adverse circumstance affecting the Title disclosed by survey entitled "ALTA/ACSM Land Title Survey IA Fort Mill, LLC" prepared by J. C. Crumpler, PLS, dated October 19, 2011, and recorded in Plat Book 2011 at Page 538.
4. Terms, provisions, options, right of first refusal, covenants, conditions, restrictions, easements, charges, assessments, and liens provided for in instrument(s) filed for record in Book 4, page 14; Book 399, page 37, and any related maps, plans, bylaws and other document(s) and amendment(s).
5. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 2008, Page 199; Plat Book 2007, Page 183 and Plat #3852, as to Parcel 1.
6. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variation or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Book 2007, Page 1167.
7. Easements to Fort Mills Telephone Company recorded in Book 393, Page 209; Book Y5, Page 369, and Book 476, Page 335.
8. Pipeline easement recorded in Book 448, Page 199.
9. Lease and terms and provisions thereof by and between MacMillan Investments II, LLC and Continental Tire North America, a memorandum of which is recorded in Book 458, page 20. (As to Parcel 1).
10. Easement Agreement between Springland Associates, LLC and MacMillan Investments I, LLC recorded in Deed Book 384, Page 275.
11. Easement Agreement between Springland Associates, LLC and MacMillan Investments I, LLC recorded in Deed Book 453, Page 271.
12. Restrictions as noted in Deed from Development Associates to Springland Associates, LLC recorded in Deed Book S-13, Page 51. (As to Parcel 2).

13. Retention Pond and Access Easements recorded in Book 640, Pages 19 and 29.
14. Project Commencement Notice recorded in Book PC, page 190.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located in Lancaster County, South Carolina located 1t 1830 MacMillan Park Drive, Fort Mill, South Carolina 29707 bearing Lancaster County Tax Map Number 0007-00-08.06, was transferred by LA Fort Mill, LLC to ARC CTFTMSC001, LLC on July 29, 2014.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$18,500,000.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$18,500,000.00
- (b) Place the amount listed in item 5 above here: \$0
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$18,500,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$68,450.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Officer of Sole Member of Grantor.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction:

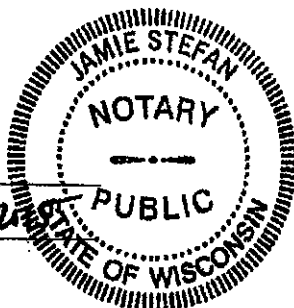
IA Fort Mill, LLC, a Wisconsin limited liability company

By: Investors Associated, LLP, a Wisconsin limited liability partnership
Its: Sole Member

By: Richard H. Bibler, M.D.
Richard H. Bibler, M.D.
Its: Chief Executive Officer

SWORN to before me this 29th
day of July, 2014

[Signature]
Notary Public for Wisconsin
My Commission Expires: 8/16/2015



STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

RESOLUTION NO. 759

A RESOLUTION

TO CONSENT TO THE TRANSFER OF THE MACMILLAN INVESTMENT II, LLC, FEE AGREEMENT TO INVESTORS ASSOCIATED, LLP AND/OR TO ITS SUCCESSORS AND ASSIGNS.

WHEREAS, Macmillan Investments II, LLC ("Macmillan") and Lancaster County, South Carolina ("County") entered into that certain Fee Agreement dated as of July 28, 2008 ("Fee Agreement") with regards to that certain 11.4873 acre property located in Lancaster County, South Carolina, as more particularly described therein ("Property"); and

WHEREAS, Macmillan previously entered into a Purchase and Sale Agreement with Coral Reef Continental, LLC ("Coral Reef") for the sale of the Property and the Council approved the assignment of MacMillan's rights in the Fee Agreement in Resolution No. 749; however, Coral Reef terminated that contract; and

WHEREAS, MacMillan has entered into a new Purchase and Sale Agreement dated August 2, 2011 with Investors Associated, LLP, a Wisconsin limited liability partnership and/or its successors and assigns ("Investors"), as has been and may be amended from time to time ("Contract"), for the sale of the Property by Macmillan to Investors; and

WHEREAS, as part of the sale of the Property to Investors, Macmillan desires to assign its rights and obligations under the Fee Agreement to Investors simultaneously with the closing of the sale of the Property; and

WHEREAS, Macmillan has requested that the County consent to such assignment of the Fee Agreement to Investors as permitted in Section 8.3 of the Fee Agreement;

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

1. The County consents to the assignment of all of Macmillan's rights, interests, and obligations under the Fee Agreement to Investors pursuant to the Contract and assignment effective with the closing of the sale of the Property; and
2. Upon the assignment of the Fee Agreement to Investors, the notice address shall be as follows:

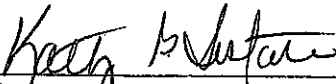
Investors Associated, LLP
418 East Wisconsin Avenue
Oconomowoc, WI 53066
Attn: Michael D. Schutte


With a copy to:
Robert W. Habich and Brian G. Carroll
Reinhart Boerner Van Deuren s.c
N16 W23250 Stone Ridge Drive, Suite One
Waukesha, WI 53188

3. This resolution takes effect upon its adoption and supersedes and replaces Resolution No. 749.

Adopted this 22nd day of August, 2011.

LANCASTER COUNTY, SOUTH CAROLINA

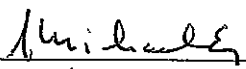

Kathy G. Sistare, Chair, County Council


D.W. "Cotton" Cole, Secretary, County Council

Attest:


Debbie C. Hardin, Clerk to Council

Approved as to form:


County Attorney

Agenda Item Summary

Ordinance # / Resolution#: 0872-R2015

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 14, 2015

Committee: Infrastructure & Regulation

Issue for Consideration: Whether or not it is appropriate and in the County's best interest to accept ownership of the Wylie Street swimming pool and the surrounding 1.429 acres.

Points to Consider: In December, 2014, Leroy Springs & Company, Inc. gave notice to the Lancaster County Recreation Commission that it would terminate a 2004 Agreement regarding the recreation complex located in the City of Lancaster at the intersection of South York and South Wylie Streets. The impact of the termination was that the facility would no longer be open and available for public use. The County and the City were offered the opportunity to receive the facility "as is" if it was determined by those governmental entities that the facility should continue to operate. The joint decision for continued operation was favorable and agreement has been reached by the County and the City as to ownership and the sharing of expenses. Both the Intergovernmental Agreement concerning expenses and the terms and conditions of the Agreement to Convey Property are included with the Resolution for the Committee and Council to consider and approve.

Funding and Liability Factors: The County has paid the cost of a Phase 1 Environmental Site Assessment and will incur some nominal attorney fee expense in the preparation of the various documents associated with the property transfer. The expenses associated with the pool's operation will be shared equally by the County and the City. Upon Council's approval of the swimming pool, the Recreation Department will begin the process of opening the pool for use later in the spring.

Council Options: The Committee & Council can accept the pool pursuant to the terms and conditions proposed by the Grantor, Leroy Springs and Company, Inc. and agree and accept the terms and conditions of the shared expense IGA or, alternatively, recommend changes as deemed appropriate. If accepted and the Resolution regarding ownership is passed, the conveyance will be finalized.

Recommendation: Agreement with the terms and conditions of both the IGA and the Agreement to Convey Property and passage of the Resolution to accept ownership of the Wylie Street pool.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION NO. 0872-R2015

A RESOLUTION

TO ACCEPT THE WYLIE STREET SWIMMING POOL AND THE SURROUNDING 1.429 ACRES FROM LEROY SPRINGS & COMPANY, INC.

WHEREAS, in 2014 Leroy Springs & Company, Inc. indicated its intention to close a recreation complex located at the intersection of South Wylie Street and South York Street in the City of Lancaster, SC, the complex containing a pool, tennis courts, a bath house and other fixtures and improvements thereon; and

WHEREAS, the County of Lancaster and the City of Lancaster were offered the opportunity to be gifted the recreation complex so as to insure the complex's continued operation for the enjoyment and benefit of the citizens and residents of both the County and the City of Lancaster, and

WHEREAS, the two governmental entities have determined that the swimming pool and the surrounding acreage should be individually owned by the County and that all net operating expenses of the pool should be shared equally between the County and the City; and

WHEREAS, the conveyance from Leroy Springs & Company, Inc. is subject to an agreement to convey property that is attached hereto; and

WHEREAS, the County Council and county staff have inspected the property and have conducted a Phase 1 Environmental Site Assessment on the property and have found the swimming pool and surrounding parcel to be acceptable in its "as-is" condition;

THEREFORE, Lancaster County accepts with gratitude from Leroy Springs & Company, Inc. the Wylie Street swimming pool and surrounding 1.429 acres noted as Lot "B" on a plat dated March 11, 2015 prepared by J.C. Crumpler, RLS. The Administrator is authorized to execute in behalf of Lancaster County the agreement to convey property.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

**INTERGOVERNMENTAL AGREEMENT BETWEEN LANCASTER COUNTY, SC AND
THE CITY OF LANCASTER, SC FOR THE JOINT FINANCIAL UNDERTAKING
REGARDING THE OPERATIONAL EXPENSES ASSOCIATED WITH THE WYLIE
STREET SWIMMING POOL DONATED TO LANCASTER COUNTY BY LEROY
SPRINGS & COMPANY, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between Lancaster County, South Carolina (the County) and the City of Lancaster, South Carolina (the City).

Witnesseth, that:

Whereas, on April 13, 2015, County Ordinance No. 2015-1332 was passed, thereby allowing the County to accept from Leroy Springs & Company, Inc. that parcel of land containing 1.429 acres noted as Lot "B" on a Plat dated March 11, 2015 prepared by J.C. Crumpler, RLS; and

Whereas, it is the intention of the County to promptly finalize the conveyance of the parcel noted above and to accept ownership thereof, including the swimming pool located within the parcel's boundary, by the passage of a Resolution on April 27, 2015; and

Whereas, the County and the City have agreed that the continued operation of the swimming pool is of great benefit to the citizens and residents of both the County and the City and that each governmental entity has agreed to equally share in the costs and expenses necessary to continue the pool's operation; and

Whereas, the parties wish to set forth herein the terms of their relationship and the duties and obligations of each of them to accomplish the purposes set forth above;

Now, therefore, in consideration of the mutual benefits accruing to each of them and to the people of Lancaster County, the parties agree as follows:

1. **Term of the Agreement.** This Agreement shall take effect upon its execution and, subject to the County's and the City's ongoing annual financial support, shall terminate ten (10) years from the date of execution or upon such earlier date should both the Lancaster County Council and the Lancaster City Council determine by majority vote to terminate this Agreement. Should this Agreement remain in full force and effect for the entire decade referenced herein, this Agreement may be renewed for an additional ten (10) years by a Resolution approved by both governmental bodies.

2. **Description of Project; Budget and Cost Estimates.** The project and this Agreement relates solely to the ongoing operation of the Wylie Street swimming pool that shall be owned by the County. The following specifics are intended to formulate the timing of events and the responsibilities of the County and the City to insure the success of this Agreement. Particularly,

- a. The anticipated "season" for the pool's operation generally will be no longer than from the first days of April until the last days of October annually.
- b. Prior to the opening of the pool's operation, the County Recreation Department will prepare and present a budget wherein the anticipated cost of operation is categorized. That budget shall be presented jointly to the County's Infrastructure & Regulation Committee and to the City's Finance Committee for each's consideration and approval. Upon approval, the County shall be responsible for all operational costs that accumulate during the swimming season, including any unanticipated operational overruns.
- c. Should during the swimming season any exceptional or extraordinary expenses, including an emergency capital correction, be experienced, the County Recreation Department shall request a prompt special meeting of the two committees so as to explain the situation and to seek approval for essential corrective action.
- d. Within thirty (30) days following the pool's closure in the fall of each year, the County Recreation Department will prepare a combined detailed accounting setting forth the revenues and expenses associated with the year's pool activities. That report will be presented jointly to the committees for their review and approval.
- e. After determining the net loss for the year, the City shall be responsible for paying to the County fifty (50%) of the financial figure established as the net loss. Said payment shall be made by the City to the County no later than fifteen (15) following the final loss is agreed to by the committees.

3. **Expenditures.** All costs and expenses undertaken by the County during the yearly operation of the pool shall be made in conformity with the applicable provisions of the Lancaster County Procurement Code. The Director of Procurement shall be consulted as necessary so as to insure compliance and the Director shall be provided with all invoices associated with equipment and supplies purchases for review prior to the year-end accounting being presented to the committees.

4. **Disputes.** Should any differences or disagreements occur during the term of this Agreement between the County and the City, the parties shall select a mutually agreeable neutral to consider

the facts in dispute and thereafter to determine an equitable solution to the dispute. Both parties agree to be bound with finality to that decision.

5. Authority to Execute. By executing this Agreement, the undersigned each affirms and certifies that they have authority to bind their respective principals and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf and their seals affixed hereto.

Lancaster County

By: _____

Attest: _____

City of Lancaster

By: Julia P. Swell
City Administrator

Attest: Deanne Pitman

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION NO. 0873-R2015

A RESOLUTION

REQUESTING THAT THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION (LCEDC) PROMPTLY TAKE ALL NECESSARY ACTIONS TO MAKE APPLICATION TO THE SOUTH CAROLINA PUBLIC EMPLOYEE BENEFIT AUTHORITY (PEBA) FOR BOTH RETIREMENT AND HEALTH BENEFITS FOR THE LCEDC EMPLOYEES

WHEREAS, On October 13, 2014, Lancaster County did pass Ordinance 2014-1279 wherein Council approved the bylaws of LCEDC; and

WHEREAS, as an integral part of the passage of that ordinance, it was the intent of both the County and the LCEDC that the issue of the employer-employee relationship between the County and the LCEDC staff was finalized and that the LCEDC staff henceforth would work as employees of LCEDC; and

WHEREAS, the County Administrator has determined that the present situation of employees of an independent corporation remaining under the umbrella of Lancaster County for state health insurance and retirement benefits through PEBA is inappropriate and in violation of state law and Lancaster County policies; and

WHEREAS, It is right and appropriate that the LCEDC Board and/or its President at the earliest possible date, but in no event not later than May 1, 2015, prepare and submit to PEBA any and all applications and supporting documentation necessary for a determination as to the eligibility of LCEDC for PEBA retirement and health benefits for its employees; and

SHOULD the LCEDC Board determine for whatever reason that its application for employee benefits will not be submitted on or before May 1, 2015, then, in that event, the LCEDC Board shall consider and decide upon one of two options defined herein by Lancaster County Council, namely:

1. Effective July 1, 2015, LCEDC will provide any and all benefits for its employees with the knowledge and understanding that Lancaster County is relieved of any future obligation. If this option is accepted, subject to Council's approval, the County's FY16 general fund budget is expected to contain funding necessary for the continued support of the corporation's economic development efforts.

or

2. LCEDC is requested to cooperate with Lancaster County as needed to reestablish an internal county department of economic development. Upon the department becoming operational, future county funding to the LCEDC is expected to be greatly diminished. LCEDC employees will be offered the opportunity to apply for employment with the newly created county department with normal PEBA benefits and County Administrator oversight. In accordance with Lancaster County policy, the submission of an application should not be considered as any guarantee of employment.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

STATE OF SOUTH CAROLINA)
) Ordinance No. 2015-1346
COUNTY OF LANCASTER)

AN ORDINANCE

TO ESTABLISH THE 411 ACRE COLLINS ROAD SITE PLANNED DEVELOPMENT DISTRICT (PDD-26); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT; AND TO APPROVE THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

WHEREAS, LANCASTER COUNTY ORDINANCE 959, WHICH ORIGINALLY ESTABLISHED PDD-26, RECEIVED THIRD READING FROM THE LANCASTER COUNTY COUNCIL ON DECEMBER 1, 2008, AND WAS PASSED ON THAT DATE, HOWEVER, NOT RECORDED; AND

WHEREAS, A DIFFERENT VERSION OF LANCASTER COUNTY ORDINANCE 959 WAS SUBSEQUENTLY ORDAINED BY THE LANCASTER COUNTY COUNCIL BY SCRIVENER'S ERROR ON AUGUST 27, 2012, AND RECORDED; AND

WHEREAS, THE LANCASTER COUNTY COUNCIL SEEKS TO CLARIFY PDD-26 BY ADOPTION AND RECORDING OF THIS ORDINANCE, WHICH SHALL SUPPLANT AND REPLACE THE AFOREMENTIONED PRIOR VERSIONS OF ORDINANCE 959 AND PDD-26 NOT CONSISTENT HERewith, HOWEVER, THIS CLARIFICATION DOES NOT CONSTITUTE AN AMENDMENT OR REZONING OF THE SUBJECT PROPERTY; AND

WHEREAS, THIS CLARIFICATION DOES NOT AFFECT THE ORIGINAL ENACTMENT DATE OF DECEMBER 1, 2008 FOR THE PLANNED DEVELOPMENT DISTRICT AND DEVELOPMENT AGREEMENT REFERENCED HEREIN; AND

WHEREAS, THE CLARIFICATION OF PPD-26 AND ADOPTION AND RECORDING OF THIS ORDINANCE SHALL NOT OTHERWISE AFFECT THE DECISION OF THE LANCASTER COUNTY PLANNING COMMISSION DECISION ON JANUARY 21, 2014.

BE IT ORDAINED BY THE COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA:

Section 1. Citation. This ordinance may be cited as the 411 Acre Collins Road Site Planned Development District (PDD-26) Ordinance or as the PDD-26 Ordinance.

Section 2. Purpose; PDD-26.

(a) The purpose of this ordinance is to establish the 411 Acre Collins Road Site Planned Development District (PDD-26), to approve the Master Plan for the development and to provide for the regulations that apply to the development of the property.

(b) The 411 Acre Collins Road Site development is a mixed use master planned community, comprised of a combination of residential, employment, flex office/retail, institutional,

and open space uses organized around an integrated development concept that utilizes a series of villages or components that support the various land uses (the "Development" or "PDD-26").

Section 3. Authority. This ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This ordinance applies to the property known as the 411 Acre Collins Road Site development which consists of approximately 411 acres (the "Property"). The Tax Map Number for the property is 0010-00-00-061.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-26).

Section 6. Master Plan. The Preliminary Master Plan, prepared by ESP Associates and dated July 11, 2008, and amended on September 2, 2008 are both attached hereto as Exhibit A and incorporated into this ordinance by reference, are approved (the "Master Plan"). Also attached hereto as Exhibit B is the Preliminary Plan of Queensbridge (3 maps), prepared by ESP Associates and dated December 13, 2013 and is approved. Queensbridge is a 156.22 acre single-family residential subdivision located within PDD-26.

Section 7. Master Plan Amendments.

(a) Unless otherwise provided in this ordinance, all amendments to the Master Plan shall be made in accordance with the UDO.

(b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this ordinance during the design and development and construction phases.

(c) Changes in land use from those depicted on the Master Plan may be made subject to the following conditions:

(1) Lot sizes and mixtures may be adjusted and moved throughout villages, provided, that, the minimum lot size is not less than 7,800 square feet and the lot width is not less than 60 feet for single family residential lots or 20 feet for multi-family lots. The total lot count shall not exceed 510 for Villages A, B, C, D, & E.

(2) Village F may be developed with a combination of either one or more of the following uses: multi-family housing, apartments, and/or flex/office/retail space. The mixtures of uses in Village F may be adjusted, provided, that Village "F" shall not contain more than 150 multi-family housing units, and/or 300 apartments and/or 250,000 square feet of flex/office space.

(3) Village G may be developed with flex/office/commercial/retail space, provided, that the total combined building floor area shall not exceed 500,000 square feet.

(4) Village H may be developed with a combination of either one or more of the following uses: hospital or medical institutional living and/or office space. The mixture of

uses may be adjusted, provided, that, Village H shall not contain more than 150 dwelling units and/or 150,000 square feet.

(5) Areas designated for recreational or open space use for any Component may be increased or decreased in size up to twenty percent (20%) of any Component, provided, that a decrease in one Component shall be offset by an equivalent or greater increase in one or more other Components in recreational area or open space.

(6) Park/Recreation or Civic uses may be developed anywhere within the boundaries of Village D, provided, that the location of the Park/Recreation or Civic use shall not cause a decrease in the overall number of lots allowed within Village D.

(d) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in subsection (b) of this section.

(e) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change.

Section 8. Land Uses.

(a) The land uses authorized for the Development are as follows:

(1) Villages A, B, C, D, & E: Single-family residences and multifamily residences including duplexes.

(2) Village F: Multifamily residences including duplexes and apartments and flex office/commercial/retail.

(3) Village G: Flex office/commercial/retail.

(4) Village H: Hospital or medical institutional living or associated office space.

(b) Each Village may be developed with any land use allowed in the Table of Permissible Uses as contained in the UDO for the respective land use district designation (residential, commercial) unless otherwise provided in this ordinance.

(c) The following land uses are prohibited in PDD-26:

(1) Adult entertainment;

(2) Auto business, etc;

(3) Automobile wrecking and/or junk salvage yard;

(4) Commercial kennels;

(5) Industrial mining;

(6) Livestock auction house;

(7) Lumber and/or building materials dealer;

- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables; and
- (13) Rooming and boarding houses.

(d) In areas designated for flex office/commercial/retail use, residential uses are allowed on ground floors of the office, commercial or retail building and on floors above the office, commercial or retail use. Office, commercial or retail uses are allowed on any floor of an office, commercial or retail building.

Section 9. Definitions. In this Ordinance, each of the following terms shall have the meaning assigned to it:

Apartment Housing - Multiple for rent dwelling units which are attached vertically or horizontally with shared access, parking, and open space.

Attached Housing - A single dwelling unit attached to another dwelling unit on one or more sides.

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, picnic areas, recreation centers, public park or any other cultural, civic or social use.

Commercial Use - Business and retail establishments providing consumer services and products.

Cul-de-sac - Cul-de-sac length shall be measured from the first point of intersection with an existing street, to the center radius of the cul-de-sac bulb.

Detached Housing - A single dwelling unit not attached to any other dwelling unit, with an open yard on all sides of the structure.

Flex Office / Commercial / Retail - Hybrid of mixed office, flex office, and commercial I retail uses included on the commercial sites on 411 Acre Collins Road Site that are allowed per PDD-26 ordinance.

Flex Office - A mixture of office space, showrooms, light assembly, distribution, and/or warehouse uses within a building.

Institutional Use - Schools, religious buildings, hospitals or other care facilities, and other private or public facilities that support the community.

Land Use Designations - the use to which a particular area of the Property may be put as shown on the Master Plan and described more particularly in Section 10.

Master Developer - UHF Development, Coleman & Associates, The Tuttle Company or a successor owner to whom UHF Development, Coleman & Associates, The Tuttle Company sells the entire Property, and not just a portion of such Property.

Master Plan - the conceptual master plan for the development of the Property.

Multi-Family Housing - Any group of attached housing contains two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: duplexes, quadraplexes, townhouses, apartments, and condominiums.

Office Use - Business, professional, service, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities Floodway, Floodplain and/or Open Space on the Master Plan.

Property - all of the land comprising the 411 Acre Collins Road Site (PDD-26) development.

Property Owner - The Master Developer of the Property or, as to a particular Component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights.

Residential - any residential land use permitted in the Unified Development Ordinance.

Retail Use - Any use associated with the sale of consumer goods, products or merchandise.

Villages - any one of the Components depicted on the Master Plan.

Section 10. Development Regulations.

(a) Unless otherwise provided in this ordinance, the development of the Property must comply with the UDO. To the extent that this ordinance may contain zoning and development standards which conflict with zoning and development standards contained in the UDO, the standards contained in this ordinance control and supersede the UDO provision.

(b) The provisions of the Carolina Heelsplitter Overlay District (Section 2.1.2 of the UDO, as added by Ordinance No. 901, and as may be amended) apply to the Property.

(c) Notwithstanding the applicable provision of the UDO, the following development regulation applies to the development of the property:

(1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided, that it does not exceed 800 feet and adequate fire protection criteria is maintained.

(2) Sidewalks and Public Crosswalks - Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of

the secondary streets and along both sides of all major roads in the community and the entrance road.

(3) Driveways - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the subdivision or commercial areas from U.S. 521, Collins Road, Shelley Mullis Road, and other surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").

(4) Buffers - Buffers and setbacks, for the perimeter of the development, shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this ordinance. An internal Type 3 25' buffer, meeting the requirements of Section 12.9 of the UDO, shall be provided between the internal residential and commercial uses of the development.

(5) Parking - Parking shall be provided in accordance with Section 17 of this ordinance.

(6) Open Space requirements - For purposes of applying Section 17.1(2)(b)(i) of the UDO to the development, the narrow strip of common area must be at least twenty-five feet (25') in width.

(7) Open Space requirements - For purposes of applying Section 17.1(2)(a) of the UDO to the development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the development's Open Space calculations.

(8) Flood way Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

(9) Floodplain restrictions - In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(10) Submission Requirements - Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the person seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.

(11) Connectivity - The minimum connectivity index for PDD-26 is 1.0.

Section 11. Density/Intensity.

(a) Development intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single Family Village Villages A, B, C and D	4 Dwelling Units/ acre, on average	Up to 350 Units
Multifamily Village E	8 Dwelling Units/ acre, on average	Up to 160 Units
Mixed Use Village F		
Multifamily	150 Units	Up to 47 Acres
Apartments	300 Units	Up to 47 Acres
Flex/Office	250,000 square feet	Up to 47 Acres
Flex/Office/Commercial/ Retail Village G	500,000 square feet	Up to 73 Acres
Hospital or Medical	150,000 square feet	Up to 15 acres
Institutional Living/ Office Village H	150 Units	Up to 15 acres

(b)(1) The Property Owner may vary the intensity of development within any Component or any use category of any Component on one or more occasions by up to thirty percent (30%) without further approval, provided, that the total number of overall units of residential housing and the number of total acres of retail commercial within the overall development does not increase from the maximums stipulated on the Master Plan.

(2) Density calculations for the Development apply only to Villages A, B, C, D, & E. Density for Village F is in addition to the density for Villages A, B, C, D and E, provided, that the density for Village F must not exceed 150 units if developed as multi-family, 300 units if developed as apartments, or 250,000 square feet if developed as Flex/Office space or a combination of the three uses.

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

(2) As used in this subsection, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the property owner assigns its rights as property owner under this ordinance to another person or entity with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the property owner desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the property owner.

(3) The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the property. The certificate will state the number of dwelling units and/or the amount, in acres, of Commercial, Retail, or Office uses, as applicable, that may be developed on the applicable various tracts. The property owner must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

Section 12. Setbacks and Yards. (a) All lots within PDD-26 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single Family Village "A, B, C, & D"	20'	7'	25'
Multi-Family Village "E"	20'	7'	25'
Mixed Use Village "F"	25'	5'	15'
Flex/Office/ Commercial/ Retail Village "G"	25'	5'	15'
Hospital or Medical Institutional Living/ Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

(b) The setbacks on internal private roads and parking within a commercial, office, or institutional use development will have no setback requirements.

(c) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.

(d) HVAC equipment may encroach 4' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes, in prevention of HVAC units being located next to each other.

(e) Alley product is allowed in Village "D" with the 60 min lot width. If alley loaded product is utilized in Village "D" the rear yard shall be 10' from the edge of the alley for those lots.

(f) Setbacks along a private road within a residential/ multi family use shall be measured from the back of curb.

Section 13. Building Height. (a) Maximum building heights must comply with the UDO unless otherwise authorized in this item:

Land Use	Maximum Building Height
Single Family Village "A, B, C, & D"	35'
Multi-Family Village "E"	35'
Mixed Use Village "F"	50'
Flex/Office/Commercial/Retail Village "G"	50'
Hospital or Medical Institutional Living/ Office Village "H"	50'
Park/Open Space	N/A

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the county Fire Marshal and Building Official.

Section 14. Lot Size. (a) All lots shall have the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)
Multi-Family Village "E"	1,000 S.F. (attached)
Mixed Use Village "F"	
Office/Retail	7,000 S.F

Multifamily	1,000 S.F. (attached)
Apartments	600 S.F. (attached)
Flex/Office/Commercial/Retail Village "G"	7,000 S.F.
Hospital or Medical	7,000 S.F.
Institutional Living/ Office Village "H"	
Park/Open Space	No Minimum

(b) Lot size excludes road right-of-way, common open space, easements, 100 year floodplain, and other areas within a subdivision that typically are not controlled or developed by the lot owner.

Section 15. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Village "A, B, C, & D"	60' (detached)
Multi-Family Village "E"	20' (attached)
Mixed Use Village "F"	
Office/Retail	20'
Multifamily	20'(attached)
Apartments	20'(attached)
Flex/Office/Commercial/Retail Village "G"	60'
Hospital or Medical	60'
Institutional Living/ Office Village "H"	
Park/Open Space	No Minimum

Section 16. Buffers.

(a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be

installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.

(b) There shall be an internal buffer between residential and commercial uses consisting of a 25' Class 3 buffer in accordance to Section 12.9 of the UDO.

(c) If the Property Owner can demonstrate to the Planning Director that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a greenway, buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Planning Director shall waive the buffer requirements for that site.

(d) Along the property line of the PDD that is adjacent to Lancaster County Tax Map Number 0010-00-060.04 and Lancaster County Tax Map Number 0010-00-060.02, there shall exist a fifty foot (50') undisturbed buffer.

Section 17. Parking.

(a) All uses within the PDD may utilize on street and/or alley parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi level / commercial parking garages are an allowed use in Villages "H", "G", and "F" of the PDD.

(b) For commercial and retail uses and institutional uses, one parking space must be provided for each 300 square feet of gross acreage.

Section 18. Roadways and Traffic.

(a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standard set forth in this section.

(b) All internal roadways shall be built to the County's construction standards set forth in the UDO except as otherwise specified in (c) through (e) of this section.

(c) Any portion of the Property may have private roads.

(d) All internal roads will be constructed with curb and gutter.

(e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w

2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive Townhomes/Commercial/ Office/Institutional)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

(t) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.

(g) Alleys per Lancaster County Standards are allowed in Village "D".

Section 19. Street Lighting.

(a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.

(b) All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.

(c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.

(d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 20. Model Homes and Other Buildings. Within the boundaries of tax parcels 0010-00-061.00, a portion of 0010-00-061.03, 0010-00-061.04 and 0010-00-061.06, prior to the installation of water and sewer for the development or any of its components, the developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the developer shall provide the County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements.

The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 21. **Mass Grading and Timber Harvesting.** The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided, that, the Property Owner complies with section 12.11 of the UDO.

Section 22. **Open Space.** Storm water detention facilities may be included as Open Space.

Section 23. **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 thereby.

Section 24. **Controlling Ordinance.** 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 25. **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 Hardin, Clerk to Council

1 st reading:	April 13, 2015	Passed 7-0
2nd reading:	April 27, 2015	Tentative
Public Hearing:	May 11, 2015	Tentative
3rd reading:	May 11, 2015	Tentative

EXHIBIT A

411 Acre Collins Road Site

Planned Development District (PDD-26)

Master Plan (2 maps)

See attached.

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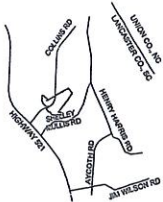
EXHIBIT B

**156.22 acre Queensbridge
Single-Family Residential Subdivision
Preliminary Plan (3 maps)
See attached**

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QUEENSBRIDGE

LOCATED IN LANCASTER COUNTY, SOUTH CAROLINA



VICINITY MAP NOT TO SCALE

These conditions were adopted by the Lancaster County Planning Commission on January 21, 2014. The first condition was to eliminate the sub-unit from the PDD 26 Attached Master Plan which identifies sub-units. The second condition was to include a 23 foot undeveloped buffer along the project property line adjacent to lot 1235-001, 1235-002, and 1235-003 as shown on the Preliminary Plan, which is adjacent to parcels 1235-001, 1235-002 and 1235-003. The "Minutes of Request for Subdivision Approval - Division of Lancaster County Planning Commission" from Lancaster County dated February 5, 2014 shall be incorporated herein by reference.

VILLAGES A, B, C, & D-Proposed Units:
Queensbridge Preliminary Plan Unit Summary:
 A) Approved PDD 26 Units 310 Units
 Villages A, B, C, & D
 B) Queensbridge Preliminary Plan 210 Units
 Villages A, B, C, & D
 C) Remaining Units (per zoning) 221 Units

PDD-26 Total Units within Zoning
Overall Unit Summary- Collins Road PDD 26:

Village A, B, C, & D-Proposed Units:

Village A, B, C, & D-Proposed Units:

Village A, B, C, & D-Proposed Units:

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Village A, B, C, & D-Proposed Units:

Development Data:

Site Plan: 0210-02-021-01, 0210-02-021-02, 0210-02-021-03, & portion of 0210-02-021-04
 Site Area: 14,151.22 Acres
 Location: Lancaster County, SC
 Land Use: Village
 Zoning: Single-Family Residential
 Proposed: PDD-26
 Proposed: PDD-26
 Total Lots: 2,191 Units
 Proposed Density: 1.52 Units/Acre
 Proposed Open Space: 14,151.22 Acres
 Proposed Area in Public Right-of-Way: 14,151.22 Acres
 Proposed Five Minute Walk: 18 Minutes
 Connectivity Index (Public/Total): 1.0
 Roadway: 1.33 (25) Limited Access

PDD-26 Lot Standards:

Minimum Lot Width: 67
 Minimum Lot Area: 7,000 S.F.
 Subdiv: 27
 Parcel: 57

Road Names & Lengths:

Road Name	Length (S.F.)
Highway 811	1,074,781 S.F.
Highway 101	2,121,212 S.F.
Highway 102	2,121,212 S.F.
Highway 103	2,121,212 S.F.
Highway 104	2,121,212 S.F.
Highway 105	2,121,212 S.F.
Highway 106	2,121,212 S.F.
Highway 107	2,121,212 S.F.
Highway 108	2,121,212 S.F.
Highway 109	2,121,212 S.F.
Highway 110	2,121,212 S.F.
Highway 111	2,121,212 S.F.
Highway 112	2,121,212 S.F.
Highway 113	2,121,212 S.F.
Highway 114	2,121,212 S.F.
Highway 115	2,121,212 S.F.
Highway 116	2,121,212 S.F.
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Highway 199	2,121,212 S.F.
Highway 200	2,121,212 S.F.

Notes:

- Preliminary Plan is subject to minor revisions during the design process as may be required.
- See Section 2 & 3 for lot dimensions.
- Topographic information based on information obtained from LIDAR provided by the South Carolina Department of Transportation.
- Boundary information obtained from the South Carolina Department of Transportation, PA data 07/10/2013.
- Developed to provide and meet local signs for the subdivision.
- Graded road widths to be provided for USFS road delivery.

Platting Information:

- Platting information obtained from South Carolina Department of Transportation dated June 18, 2014. Stream information obtained from Lancaster County GIS data.
- See the Uniform Development Regulations for Lancaster County and all other regulations proposed by the Board of Zoning Adjustment on May 18, 2014.

Geometric Thread Detail:

Application to provide internal neighborhood road to the Geometric Thread Road located along the main road. The location of the road is indicated by the dashed line during construction. The road is to be constructed to the standards of the Geometric Thread Road along the main road to be designed and approved by the Board of Zoning Adjustment.

Typical Lot Details:

64' X 130' LOT
 64' X 130' LOT

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RESIDENTIAL CUL-DE-SAC DETAIL

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1339

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY HALDENBY HOLDINGS, LLC. AND LANDSFORD RIVERPARK, LLC., PROPERTY IS LOCATED ± 2,000 FEET SOUTH OF THE INTERSECTION OF RIVERSIDE ROAD AND OLD HICKORY ROAD ALONG THE WESTERN EDGE OF RIVERSIDE ROAD, FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO I-2, HEAVY INDUSTRIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Haldenby Holdings, LLC. and Landsford River Park, LLC. c/o Cynthia Tyson applied to rezone property located ± 2,000 feet south of the intersection of Riverside Road and Old Hickory Road along the western edge of Riverside Road from R-30, Low Density Residential/Agricultural District to I-2, Heavy Industrial District.

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

Section 2. Rezoning.

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

Tax Map No. 0045-00-024.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 2-9-15

Second Reading: Tentative

Third Reading: Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: 2015-1347

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 14, 2015

Committee: Infrastructure & Regulation

Issue for Consideration: Whether or not it is necessary and appropriate to enter into a Lease with the Lancaster County Economic Development Corporation (LCEDC) for its use of approximately 50% of the building owned by the County located at 1033 W. Meeting Street.

Points to Consider: In December, 2014, the County purchased the building identified above for the anticipated use by Veterans Affairs Office and the LCEDC. The building has been reconfigured and demolition/construction is underway at a cost approaching \$200,000.00 with an anticipated occupancy date of July 1, 2015.

Funding and Liability Factors: The proposed Lease with LCEDC is for One (\$1.00) Dollar annually, with Lancaster County paying all costs of ownership except for the LCEDC land line telephone system. That expense, including the cost of installation and operation shall be the sole responsibility of LCEDC.

Council Options: Approve, amend or reject the terms and conditions of the proposed Lease. If recommended by the I&R Committee, the Ordinance will require a Public Hearing during the course of the full Council's consideration.

Recommendation: Approve.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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Ordinance No. 2015-1347

AN ORDINANCE

TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 1033 W. MEETING STREET TO THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) the County owns the property located at 1033 W. Meeting Street in the City of Lancaster being known and identified as Tax Parcel No. 0082C-OA-025.00 (Plat Book 2001, Page 0314) (the "Property");

(b) the Lancaster County Economic Development Corporation (the "LCEDC") proposes to lease from the County a portion of the Property (the "Leased Property") and to use the Leased Property as its office; and

(c) the public benefits to be received by the County for the lease of the Leased Property to the LCEDC are fair and reasonable compensation.

Section 2. Approval of Lease; Authority to Execute.

- A. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a lease by and between the LCEDC and Lancaster County, providing for the lease of the Leased Property to the LCEDC (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

B. County Council authorizes and approves the lease 'Of the Leased Property to the LCEDC.

Section 3. Authority to Act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney, each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance,

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this _ 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:

Second Reading:

Public Hearing:

Third Reading:

Exhibit A to Ordinance No. 2015-_____

**Lease
Lancaster County and Lancaster County Economic Development Corporation
1033 W. Meeting Street**

See attached.

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**State of South Carolina
County of Lancaster**

Lease Agreement

THIS LEASE AGREEMENT effective as of July 1, 2015 between **County of Lancaster (Landlord/County)**, and the **Lancaster County Economic Development Corporation (Tenant)**, a South Carolina 501(c)(4) non-profit corporation.

Background: Landlord owns a commercial building containing approximately 5,892 square feet located at 1033 West Meeting Street, Lancaster, SC, tax map number 0082C-0A-025.00. Tenant has requested a lease for the utilization of approximately fifty (50%) of the interior portion of the building for a specific purpose and the parties have agreed on the terms of this Lease.

Premises: The approximately 2,950 square feet of the building to be utilized by the Tenant is identified by the drawing of the interior floor plan of the area to be occupied that is attached to this lease.

Term/Landlord's Early Termination Right: Five (5) years, commencing July 1, 2015 through June 30, 2020. Landlord and Tenant agree that Landlord shall have the right to terminate this Lease at any time by notifying Tenant in writing at least ninety (90) days in advance that Landlord desires to terminate this Lease. The notice of termination may be given at any time and the lease termination date can be any date provided the termination date is at least ninety (90) days after the notice. In the event Landlord terminates this Lease upon notice, Tenant shall have no right to any compensation or return of any expenses incurred in connection with its operations.

Use: Tenant shall use the leased Premises only as the corporate headquarters and marketing offices of the Lancaster County Economic Development Corporation.

Rent: One (\$1.00) Dollar annually.

Laws/Safety: Tenant's activities on the Premises shall at all times be conducted in compliance with all applicable laws and Tenant shall not occupy or use, or permit to be occupied or used the said Premises for any purpose deemed extra hazardous on the account of fire or otherwise. Tenant shall comply with all rules and regulations reasonably imposed by Landlord regarding access to the Premises. Tenant shall endeavor to ensure that all safety practices as defined by Federal, State and County regulations shall be observed.

Assignment/Sublease: Tenant shall not assign or sublet all or any part of this Lease without the prior written consent of Landlord, which consent Landlord shall have no obligation to provide.

Utilities: Landlord will be responsible for the payment of all utilities other than the telephone service selected by the Tenant. Tenant shall pay any connection charges and monthly charges associated with telephone service.

Fire/casualty: Tenant shall not do or permit anything to be done on the Premises, or bring or keep anything thereon which will in any way conflict with any of the rules and ordinances of the County of Lancaster, or the laws of the State of South Carolina, or will increase the fire or other insurance rates.

Access by Landlord: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours to examine the same.

Insurance: Tenant shall be responsible for renter's liability and theft coverage insurance and Tenant's own liability insurance for Tenant's business in an amount necessary to meet the requirements of the South Carolina Property & Liability Trust. Tenant shall provide Landlord with a copy of the certificate of insurance evidencing coverage. Landlord shall not carry and shall have no obligation to carry liability insurance for Tenant or any insurance for any of Tenant's personal property or otherwise.

Taxes: Landlord is responsible to pay any real property taxes on the Premises. Tenant shall pay any taxes applicable to Tenant's equipment, business or personal property.

Quiet enjoyment: As long as Tenant performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased Premises during the term hereof, subject to the terms hereof.

Default: In the event Tenant fails to comply with the terms of this Lease and such compliance is not cured within thirty days of written notice from Landlord to Tenant, or if default shall be made in compliance with the covenants herein contained, or if the Premises shall be abandoned, deserted or vacated, then it shall be lawful for Landlord, its agents, attorneys, successors or assigns to re-enter and take possession of the Premises and Tenant and every occupant shall vacate the Premises. Upon re-entry as aforesaid, this Lease shall terminate. In the event of Tenant default and re-entry by Landlord as herein provided, Tenant shall be liable in damages to Landlord for all loss sustained, including payment of Landlord's costs and attorney's fees.

Hold-over: Tenant's occupancy of the Premises beyond the term of this Lease shall be considered as a renewal of this Lease only on a month to month basis.

Release/Indemnity: Tenant hereby releases Landlord from any and all claims related to Tenant's activities on the Premises. Further, Tenant shall indemnify and hold Landlord harmless against all expenses, liability, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law or any governmental authority, (4) any loss, damage or liability incurred by reason of executing this Lease or (5) any mechanic's lien or security interest filed against the demised Premises as a result of Tenant's activities on the Premises.

Business Purposes: Tenant acknowledges that this Lease is for business purposes. Tenant agrees that in the event Tenant discontinues its use for any reason, Tenant shall not seek any compensation or return of any expenses incurred in connection with its use of the Premises.

In Witness Whereof, the parties have hereunto set their hands and seals effective as of the day and year first above written.

Tenant:

Lancaster County Economic Development Corporation

Witnesses:

By: _____

Its: _____

Address: _____

Lancaster, SC _____

Landlord:

County of Lancaster, South Carolina

Witnesses:

By: _____

Steve Willis, County Administrator

Address: 101 North Main Street

P.O. Box 1809

Lancaster, SC 29720

Agenda Item Summary

Ordinance # / Resolution#: Ordinance 2015-1350
Contact Person / Sponsor: Steve Willis & Jeff Catoe
Department: Admin & Public Works
Date Requested to be on Agenda: April 27th Meeting

Issue for Consideration: POTENTIAL ROAD SWAP

An exchange of roads with the South Carolina Department of Transportation is proposed. The length of the roads to be exchanged is equivalent – 3.96 miles.

Points to Consider:

Attached is a listing of roads and maps showing the areas affected.

This was initially an effort to accommodate Council's desire to address the Regent Parkway issue.

If successful, we envision additional exchanges to help bring order to areas where we have a mixture of state and county roads.

If Council likes the idea, the process must include three readings of an ordinance and a public hearing as this will involve the disposal (via exchange) of county property (roadways).

Funding and Liability Factors:

None. The exchange will be for similar types and lengths of roads.

Council Options:

The Council can either approve or reject the ordinance.

Staff Recommendation:

Staff recommends approval and if this is successful, additional work between the Public Works Director and SCDOT District Engineer regarding additional exchanges where warranted. Of course, all exchanges must come back to Council for approval via ordinance.

Committee Recommendation:

The I&R Committee concurred with the staff recommendation.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1350

AN ORDINANCE

TO APPROVE THE DONATION OF CERTAIN COUNTY ROADS TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TO ACCEPT CERTAIN ROADS FROM THE STATE OF SOUTH CAROLINA INTO THE COUNTY ROAD SYSTEM; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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. Findings and determinations.

Council finds and determines that:

(1) Lancaster County owns and maintains certain roads identified in this ordinance as part of the Lancaster County Road System;

(2) the South Carolina Department of Transportation owns and maintains certain roads identified in this ordinance as part of the State Secondary Road System;

(3) the Lancaster County Council and South Carolina Department of Transportation Commission have concurred with the recommendation of the County Public Works Director and the District 4 Administrator that it would be advantageous to both systems if certain roads were moved into the county or state system respectively; and

(4) it is the purpose of this ordinance to approve donation of certain County roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the County Road System.

Section 2. Roads to be donated.

The Council authorizes and approves the donation of the following roads, which are a part of the Lancaster County Road System, to the South Carolina Department of Transportation:

Belmont Circle (entire length)

Carmel Road (from S-29-853 to S-29-373)

Danlee Drive (entire length)

Hammond Carnes Road (from S-29-875 to S-29-330) (contingent upon developer donating Regent Parkway to SCDOT)
Hough Road (from S-29-725 to S-29-36)
Jack Robertson Lane (from S-29-558 to terminus)
Laurel Avenue (from S-29-485 to terminus)
Mahaffey Line Connector (from S-29-371 to SC 914)
Mahaffey Line Extension (from S-29-371 to terminus)
Pink Dogwood Drive (from S-29-371 to terminus)

Section 3. **Roads to be accepted.**

The Council authorizes and approves the acceptance of the following roads, which are a part of the South Carolina Department of Transportation into the Lancaster County Road System:

Arrowood Road (from Beginning Milepost 0.00 to Ending Milepost 0.33)
Blackstone Drive (from Beginning Milepost 0.00 to Ending Milepost 0.10)
Charles Avenue (from Beginning Milepost 0.00 to Ending Milepost 0.40)
Dogwood Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)
Freemont Drive (from Beginning Milepost 0.00 to Ending Milepost 0.42)
Havenwood Drive (from Beginning Milepost 0.00 to Ending Milepost 1.20)
Hickory Drive (from Beginning Milepost 0.00 to Ending Milepost 0.25)
Hilltop Lane (from Beginning Milepost 0.00 to Ending Milepost 0.03)
Holly Lane (from Beginning Milepost 0.00 to Ending Milepost 0.05)
Maple Lane (from Beginning Milepost 0.00 to Ending Milepost 0.05)
Strafford Drive (from Beginning Milepost 0.00 to Ending Milepost 0.33)
Terra Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)
Windsor Drive (from Beginning Milepost 0.00 to Ending Milepost 0.38)
Woodleaf Lane (from Beginning Milepost 0.00 to Ending Milepost 0.10)

Section 4. **Authority to act.**

The Council Chair, Secretary and Clerk, the County Administrator, County Attorney, and Public Works Director are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 5. **Severability.**

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

Section 6. **Controlling provisions.**

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

Section 7. Effective date.

This ordinance is effective upon Third Reading and approval of the donation and acceptance by the South Carolina Department of Transportation Commission.

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:	April 27, 2015	Tentative
Second Reading:	May 11, 2015	Tentative
Public Hearing:	May 18, 2015	Tentative
Third Reading:	May 18, 2015	Tentative

Agenda Item Summary

Ordinance # / Resolution#: Ordinance #2015-1348
Contact Person / Sponsor: John Weaver 
Department: County Attorney
Date Requested to be on Agenda: April 16, 2015
Committee: Administration

Issue for Consideration: Whether or not it is appropriate through the passage of this ordinance to amend various 2010 Agreements associated with the several Nutramax corporations so as to permit future incentives associated with the companies' investments believed to be Twenty-One Million (\$21,000,000.00) Dollars and the creation of 125 new, full-time jobs.

Points to Consider: Nutramax agreed in 2010 to invest not less than \$8.5 Million Dollars and the creation of 200 jobs in exchange for the incentives provided by the County and the City. That investment thus far has been approximately \$29 Million Dollars and the promised jobs have become a reality.

Funding and Liability Factors: N/A

Council Options: Approve, modify or reject the terms and conditions of the ordinance and the associated Agreements.

Recommendation: Approval.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1348

COUNTY OF LANCASTER

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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, 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 \$21 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, and it is presently contemplated that the New Project will be located at, three sites located in the County, including one site located in the City, so that all investments and jobs located or to be located at any of those sites have been and will continue to be counted for all purposes under the 2010 Agreements;

i. Council, in order to induce the Company to locate the New Project in the County, adopted, on December 8, 2014, Resolution No. 0858-R2014 (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; and

j. 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, based on information and analysis provided by the Lancaster County Economic Development Corporation:

- 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 \$21,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$136,732 after application of incentives; (iii) construction benefit of \$3,251,814; (iv) facility operation benefit of \$4,533,801; (v) employee benefit of \$28,697; and (vi) visitor benefit of \$18,500. The total benefit is estimated at \$7,832,811;
- b. the cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$286,445; and (iii) employee costs of \$206,610. The total cost is estimated at \$493,054;
- c. the benefit to cost ratio in year one is estimated at \$15.89:1 and after year one at \$9.29:1; and
- d. the value of the FILOT incentive to the Company is estimated at \$5,793,506 and the special source revenue credits at \$1,100,647.

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 18th day of May, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

First Reading:	April 27, 2015	Tentative
Second Reading:	May 11, 2015	Tentative
Public Hearing:	May 18, 2015	Tentative
Third Reading:	May 18, 2015	Tentative

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Exhibit A to Ordinance No. 2015-1348

First Amendment to Incentive Agreement

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 \$21 million and 125 new, full-time jobs (the "**New Project**");

WHEREAS, the Original Project is presently located at, and it is presently contemplated that the New Project will be located at, three sites located in the County, including one site located in the City, so that all investments and jobs located or to be located at any of those sites have been and will continue to be counted for all purposes under the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (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 December 9, 2014 Motion affirming the County Council's December 8, 2014 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 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 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 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) to the contrary, the construction of a warehouse or other facility of at least 50,000 square feet and/or the meeting of the \$2,500,000 minimum investment referenced in Article II(c) on all or a portion of the 43 Acre Tract satisfies the requirements imposed by Article II(c) or otherwise under this Article II with respect to the construction of a building on the 43 Acre Tract and any and all employment requirements related thereto.

(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.

3. 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."

4. 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 during the Negotiated FILOT's for a period of ten (10) year years investment period for a period of ten (10) years for each such 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. See Exhibit B attached for illustration purposes.

5. Article III of the Incentive Agreement shall be amended by adding a new Article III(I), which shall read as follows:

(I) Training Program. With respect to the County's 7% economic development fund, the County agrees to negotiate 5% of such 7% (i.e., 71.4% thereof) derived from Project investment in excess of \$29,000,000 to go to a dedicated training program for the Company's existing employees and to develop future talent for the Company. The training program and the direction of economic development funds will be memorialized in a separate agreement to be negotiated between the County and the Company and it will address the terms and conditions applicable to the training program. The County and the Company will mutually agree to exchange information related to training needs and approve the training program and related matters by December 31, 2015.

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 \$21,000,000 (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

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

By: _____
Name: _____
Title: _____

CITY OF LANCASTER, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

Exhibit B to Ordinance No. 2015-1348

First Amendment to Infrastructure Credit Agreement

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 \$21 million and 125 new, full-time jobs (the "**New Project**");

WHEREAS, the Original Project is presently located at, and it is presently contemplated that the New Project will be located at, three sites located in the County, including one site located in the City, so that all investments and jobs located or to be located at any of those sites have been and will continue to be counted for all purposes under the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (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 December 9, 2014 Motion affirming the County Council's December 8, 2014 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:

8. 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."

9. 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.

10. 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 \$21,000,000 (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.

11. 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.

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: _____

Exhibit C to Ordinance No. 2015-1348

First Amendment to Fee Agreement

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 \$21 million and 125 new, full-time jobs (the “**New Project**”);

WHEREAS, the Original Project is presently located at, and it is presently contemplated that the New Project will be located at, three sites located in the County, including one site located in the City, so that all investments and jobs located or to be located at any of those sites have been and will continue to be counted for all purposes under the 2010 Agreements;

WHEREAS, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (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 December 9, 2014 Motion affirming the County Council's December 8, 2014 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:

12. 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."

13. 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."

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

15. 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.

16. 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 \$21,000,000 (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.

17. 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

NUTRAMAX MANUFACTURING, INC.

By: _____
Name: _____
Title: _____

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX LABORATORIES, INC.

By: _____
Name: _____
Title: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Name: _____
Title: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Name: _____
Title: _____

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Agenda Item Summary

Ordinance # / Resolution#: N/A
Contact Person / Sponsor: Steve Willis
Department: Administration
Date Requested to be on Agenda: April 27, 2015

Issue for Consideration:

The Catawba Regional Council of Governments has requested that we once again serve as the lead entity for the annual Council of Governments Planning Grant.

Points to Consider:

We have served for many years.

Funding and Liability Factors:

We serve as the lead entity and there is no local funding match.

Council Options:

Approve the annual request or reject the request. Unless Council objects we will proceed with this administratively.

Recommendation:

I recommend that we once again serve as the lead entity for the Council of Governments.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor:

Norman Anderson

Department:

Assessor

Date Requested to be on Agenda:

4 / 27 / 15

Issue for Consideration:

The Assessor's Office will respond to the County Council update request on the Reassessment and Equalization Program for Tax Year 2016.

Points to Consider:

This will be a brief presentation on the basic procedural outline for the Reassessment Program. It will also discuss the impact on the County budget and County residents in Tax Year 2016.

Funding and Liability Factors:

The Reassessment Program is an equalization tool and is revenue neutral under SC State Law. The Assessor's Office has requested funding for reassessment related costs under the Special Projects category in our 2015-16 budget of \$40,000 with an additional \$20,000 increase in part-time personnel.

Council Options:

Due to South Carolina State Law, Lancaster County must conduct and implement a Reassessment Program for Tax Year 2016. The only feasible option is to conduct the Reassessment.

Recommendation:

We recommend implementing the proposed Reassessment Program in Tax Year 2016. The Reassessment Program is required by South Carolina State Code of Law 12-43-217.

SECTION 12-43-217. Quadrennial reassessment; postponement ordinance.

(A) Notwithstanding any other provision of law, once every fifth year each county or the State shall appraise and equalize those properties under its jurisdiction. Property valuation must be complete at the end of December of the fourth year and the county or State shall notify every taxpayer of any change in value or classification if the change is one thousand dollars or more. In the fifth year, the county or State shall implement the program and assess all property on the newly appraised values.

(B) A county by ordinance may postpone for not more than one property tax year the implementation of revised values resulting from the equalization program provided pursuant to subsection (A). The postponement ordinance applies to all revised values, including values for state-appraised property. The postponement allowed pursuant to this subsection does not affect the schedule of the appraisal and equalization program required pursuant to subsection (A) of this section.

(C) Postponement of the implementation of revised values pursuant to subsection (B) shall also postpone any requirement for submission of a reassessment program for approval by the Department of Revenue.

HISTORY: 1995 Act No. 145, Part II, Section 119C; 1996 Act No. 431, Section 23; 1999 Act No. 93, Section 12; 1999 Act No. 100, Part II, Section 68B; 2000 Act No. 399, Section 3(W)(2), eff August 17, 2000.

SECTION 12-37-251. Calculation of rollback millage; equivalent millage.

(A) RESERVED

(B) RESERVED

(C) RESERVED

(D) RESERVED

(E) Rollback millage is calculated by dividing the prior year property taxes levied as adjusted by abatements and additions by the adjusted total assessed value applicable in the year the values derived from a countywide equalization and reassessment program are implemented. This amount of assessed value must be adjusted by deducting assessments added for property or improvements not previously taxed, for new construction, for renovation of existing structures, and assessments attributable to increases in value due to an assessable transfer of interest.

(F) RESERVED

(G) If the boundaries of a municipality extend into more than one county and those counties implement the countywide appraisal and equalization programs required pursuant to Section 12-43-217 on different schedules, then the governing body of the municipality shall set an equivalent millage to be used to compute municipal ad valorem property taxes. The equivalent millage to be set by the municipal governing body must be determined by methodology established by the respective county auditors which must be consistent with the methodology for calculating equivalent millage to be established by the Department of Revenue for use in these situations for the purpose of equalizing the municipal property tax on real property situated in different counties.

HISTORY: 1995 Act No. 145, Part II, Section 119B; 1996 Act No. 401, Section 1; 1996 Act No. 458, Part II, Section 33B; 1997 Act No. 106, Section 1; 1997 Act No. 155, Part II, Section 15A; 1998 Act No. 419, Part II, Section 29C; 1998 Act No. 442, Section 4B; 1999 Act No. 100, Part II, Section 51; 1999 Act No. 114, Section 3; 2004 Act No. 226, Section 1, eff May 13, 2004 and applies to property tax years beginning after 2003; 2006 Act No. 386, Section 55.D, eff June 14, 2006; 2006 Act No. 388, Pt I, Section 4.C, eff June 10, 2006; 2011 Act No. 57, Sections 3.A, 3.B, eff June 14, 2011.

SECTION 12-37-3140. Determining fair market value.

(A)(1) For property tax years beginning after 2006, the fair market value of real property is its fair market value applicable for the later of:

(a) the base year, as defined in subsection (C) of this section;

(b) December thirty-first of the year in which an assessable transfer of interest has occurred;

(c) as determined on appeal; or

(d) as it may be adjusted as determined in a countywide reassessment program conducted pursuant to Section 12-43-217, but limited to increases in such value as provided in subsection (B) of this section.

(2) To the fair market value of real property as determined at the time provided in item (1) of this subsection, there must be added the fair market value of subsequent improvements and additions to the property.

(B) Any increase in the fair market value of real property attributable to the periodic countywide appraisal and equalization program implemented pursuant to Section 12-43-217 is limited to fifteen percent within a five-year period to the otherwise applicable fair market value. This limit must be calculated on the land and improvements as a whole. However, this limit does not apply to the fair market value of additions or improvements to real property in the year those additions or improvements are first subject to property tax, nor do they apply to the fair market value of real property when an assessable transfer of interest occurred in the year that the transfer value is first subject to tax.

(C) For purposes of determining a "base year" fair market value pursuant to this section, the fair market value of real property is its appraised value applicable for property tax year 2007.

(D) Real property valued by the unit valuation concept is excluded from the limits provided pursuant to subsection (B) of this section.

(E) Value attributable to additions and improvements, and changes in value resulting from assessable transfers of interest occurring in a property tax

year are first subject to property tax in the following tax year except as provided pursuant to Section 12-37-670(B).

HISTORY: 2006 Act No. 388, Pt IV, Section 1, eff upon ratification of amendment to Article X of the Constitution (ratified April 26, 2007); 2007 Act No. 57, Section 7.B, eff April 26, 2007, applicable for property tax years beginning after 2006; 2010 Act No. 275, Section 2, eff June 16, 2010.

Agenda Item Summary

Ordinance # / Resolution#: n/a
Contact Person / Sponsor: Debbie Hardin
Department: Administration
Date Requested to be on Agenda: 4-27-15

Issue for Consideration:

Board and Commission appointments.

Points to Consider:

Historic Commission Advisors: Cathie and Fred Catoe – new term beginning July 31, 2015
Historic Commission District 6: Melody Craig – 4th Term (need 2/3 majority vote of Council)

Health and Wellness Commission Hospital Representative: Lauren Whitaker – new term beginning July 31, 2015
Health and Wellness Commission District 2: Nancy Fleming – 2nd Term
Health and Wellness Commission At Large Position: Pamela Giardiello – 1st Term as an at large position.

Community Relations City of Lancaster Representative: Earl Gainey – 1st Term

Funding and Liability Factors:

n/a

Council Options:

Make appointments as requested / deny appointments

Recommendation:

Appoint the above listed board and commission members.



800 West Meeting Street • Lancaster, SC 29720 • (803) 286-1214 • Fax (803) 286-1367

April 14, 2015

Dear Council,

I would like to thank you for the opportunity to serve on the Lancaster County Health and Wellness Commission however I regret to inform you that I will not be able to continue for a second term. My current term will end on June 30, 2015. It is my recommendation that Lauren Whitaker, RN be by replacement for the Springs Memorial Hospital Representative. She holds a bachelor degree in nursing from USC and is our chair for the health and wellness team at Springs Memorial Hospital. She is dedicated to improving the health and wellness options for our facility and county. Please consider her appointment for the upcoming term.

Sincerely,

A handwritten signature in black ink that reads "Leslie Lloyd". The signature is written in a cursive, flowing style.

Leslie Lloyd, RN CIC

DEBBIE C HARDIN

From: M. C. Craig <wmcsc65@gmail.com>
Sent: Sunday, April 19, 2015 11:25 PM
To: DEBBIE C HARDIN
Subject: ADVISORS FOR LCHC

Hi Debbie,

At our historical commission meeting on April 14, advisors Jim and Chris Williams stated they do not wish to be re-appointed to the commission after their terms expire on June 30. They have both done excellent work on the commission and we hate to lose them, but do understand.

I would like to request that Cathie Catoe and Fred Catoe (no relation) be appointed to Jim and Chris' advisor positions.

Cathie is an avid researcher and genealogist and has given the commission copies of her files on the County Home (Poor House) cemetery. We have been attempting to get a historical marker erected at this site for years and had very little documentation, so the SCDH would not approve a marker for this long-forgotten cemetery. Not only has Cathie done extensive research on this cemetery, she has found documentation on 46 graves and even has copies of death certificates for those buried there. We feel this documentation will provide enough evidence to the SCDH for approval for a marker.

Fred has visited the museum numerous times and is very knowledgeable about Lancaster County's history. In fact, he collects South Carolina dispensary bottles (he stated Lancaster County had two dispensaries) and vintage bottles embossed with "Lancaster," and will be loaning part of his bottle collection and Lancaster County post card collection to us for a display in the museum.

We rarely have visitors at our LCHC meetings, but these folks have shown great interest in the LCHC and have been to our meetings. I asked them if they would accept advisor positions if they were nominated, and they both agreed they would be willing to serve on the commission.

I realize advisors and commissioners must be appointed by county council representatives, but it is not always easy to find folks who enjoy history and who would be willing to serve. I believe both Cathie and Fred would do great work on the LCHC and I hope county council will see fit to appoint them as advisors.

Best regards,

Melody Craig
LCHC



216 SOUTH CATAWBA STREET PO BOX 1149 LANCASTER, SC 29721-1149 TEL 803-286-8414 FAX 803-286-6109

April 7, 2015

**Ms. Debbie C. Hardin
Clerk to Council
Lancaster County
P. O. Box 1809
Lancaster, SC 29721**

Dear Ms. Hardin:

Thank you for contacting us regarding an open position for a City representative on the Community Relations Commission. I have contacted the following gentleman who is willing to serve on in this position:

**Mr. Earl Gainey
306 S. Ferguson Street
Lancaster, SC 29720**

Mr. Gainey can also be reached at 803-762-9345.

Thank you for contacting me. We look forward to Mr. Gainey providing helpful input on this important commission.

Sincerely,

**Joe M. Shaw
Mayor**



April 1, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: Azteca America, YouToo, Outdoor Channel (SD & HD), RFD HD, RT (Russia Today), ReelzChannel (SD & HD).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On a future date to be determined, Jewish Life TV will be added to Variety Pass/Preferred TV on channel 469.

On or after April 1st, Events iN DEMAND3 Channel 662 will move to Channel 1842.

HBO and Cinemax will offer a free preview April 10-13, 2015. It is available to all digital subscribers and may contain PG, PG-13, TV-14, TV-MA and R rated programs. To find out how to block this preview and for more parental control information, visit twc.com or call 800-892-2253.

On or about April 15th, WSOC D2 channel 1240 will change from Accuweather to LAFF TV in Cheraw, SC.

Time Warner Cable may cease carriage of TWC Movie Pass On Demand on or around April 30, 2015. Please note that Disney Family Movies will still be available through Disney Family Movies On Demand on channel 267.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: Jewish Life TV.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina



April 9, 2015

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Mr. Steve Willis
County Administrator, County of Lancaster
101 N. Main Street
Lancaster, SC 29721

Dear Mr. Willis,

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon and we may be required to cease carriage of one or more of these services/stations in the near future:

WGGs, Azteca America, Youtoo, Outdoor Channel (SD & HD), RFD HD, ReelzChannel (SD & HD), Gol TV (SD & HD), Pivot, Pivot On Demand, Boomerang, Boomerang Espanol, Cartoon Network (SD & HD), Cartoon Network Espanol, CNN (SD & HD), CNN Espanol, HLN (SD & HD), TBS (SD & HD), TCM (SD & HD), TNT (SD & HD), truTV (SD & HD), HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand.

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or about April 15th, WSOC D2 channel 1240 will change from Accuweather to LAFF TV.

Time Warner Cable may cease carriage of TWC Movie Pass On Demand on or around April 30, 2015. Please note that Disney Family Movies will still be available through Disney Family Movies On Demand on channel 267.

On or after May 20th, Smithsonian On Demand channel 1019 will no longer be available as a standalone channel and its programming will move to Nature & Knowledge On Demand channel 1008. TWC Sports Pass On Demand channel 1010 will no longer be available as a standalone channel and its programming will move to Sports & Fitness On Demand channel 1009. Pro Sports On Demand channel 1011 will no longer be available as a standalone channel and its programming will move to Sports & Fitness On Demand channel 1009.

On or after June 9th, Time Warner Cable will be making technical changes to our cable system that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): WBTB HD, WBTB D2, WHKY, WAXN HD, WNSC, WUNG, Time Warner Cable News. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

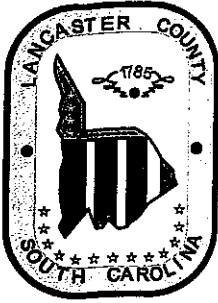
For more information about your local channel line-up, visit www.twc.com/programmingnotices.

Sincerely,



Michael E. Tanck
Director, Government Relations

MT/by



MINUTES OF THE LANCASTER COUNTY COUNCIL INFRASTRUCTURE AND
REGULATION COMMITTEE
COUNTY ADMINISTRATION BUILDING
COUNCIL CONFERENCE ROOM
101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Infrastructure and Regulation Committee

Larry Honeycutt, Committee Chairman – District 4
Larry McCullough, Council Member – District 1
Jack Estridge, Council Member – District 6

Tuesday, March 10, 2015

The Committee Members present were Larry Honeycutt, Larry McCullough and Jack Estridge. Also present was Steve Willis, John Weaver, Virginia Burgess and other staff members. A quorum of the Lancaster County Council Infrastructure and Regulation Committee was present for the meeting.

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

Approval of Agenda

MOTION to approve the agenda was made by Jack Estridge, SECONDED by Larry McCullough.

Discussion/ Action

Chairman, Larry Honeycutt, read an email from Kenneth Cauthen, Zoning Director, that stated an ongoing problem with mobile homes older than the state limitation of 1977 and newer, being set up in areas of Lancaster County. Mr. Honeycutt stated that this is a good example of an item that needs to be discussed at a future meeting when Mr. Cauthen can attend.

Steve Willis, County Administrator, explained that there is not going to be enough funds to fulfill all of the requests for new positions and new equipment being requested from all of the departments on this year's budget. He said that they would have to start marring up the service levels provided with the resources we have available. He also stated that we need to look at each of the services being funded and asking if it is a core function for County Government. He added that this Committee will give a forum for Department Heads to introduce ideas to Council Members and get some input before it goes to full Council. He also explained that it is important for the quarterly Departmental Reports to reflect any preventative measures being made by their departments.

Mr. Honeycutt asked each Department Head to discuss their thoughts on their expectations from this Committee.

Adjournment

There being no further business, the Committee adjourned.

Larry McCullough made a MOTION to adjourn. SECONDED by Jack Estridge.
Passed 3-0.

Respectfully Submitted:

Approved by Committee Chair



Virginia C. Burgess
Deputy Clerk to Council



Larry Honeycutt, Committee Chair



Members of Lancaster County Council
Public Safety Committee

Steve Harper District 5, Chairman
Bob Bundy, District 3
Larry McCullough, District 1

Minutes of the Lancaster County Council Public Safety Committee Meeting
101 N. Main Street, Lancaster, SC 29720

Monday, March 17, 2015
8:00 a.m.

Council Members present were Steve Harper, Bob Bundy and Larry McCullough. Also present was Steve Willis, Debbie Hardin, various Department Heads and spectators. A quorum of the Lancaster County Public Safety Committee was present for the meeting.

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

Approval of the agenda

Bob Bundy moved to approve the agenda as written. Seconded by Larry McCullough. Passed 3-0.

Citizens Comments

There were no citizens that spoke.

Discussion / Action Items

General Review of Public Safety Departmental Budgets

Steve Willis spoke to the Committee regarding budgets and the focus of increasing salaries of employees 10 years or more vs. hiring new staff.

Chairman Harper discussed the need for this committee to be involved in the new radios that will be part of the Capital Project Sales Tax.

General meeting information

The standing meeting will be the third Tuesday of the month. All departments are welcome to attend, however, they are not required to attend unless there is something on the agenda that pertains to their department.

Comments from Department Heads/Elected Officials

Each department present gave information about their department and the pressing needs. The departments that spoke were:

a. Magistrate – Judge Pope

Judge Pope discussed the need for video conferencing for bond court.

b. GIS – Kevin Granata

Mr. Granata discussed the need for new aerial photography. He also stated that we are still within a good timeframe to budget this as far as state statues.

c. Fire and Rescue/Emergency Management – Morris Russell and Darren Player

Morris Russell discussed the complications of the Rescue module, the need for Fire Apparatus, Volunteer equipment and IT services.

d. EMS – Clay Catoe

Mr. Catoe discussed the staffing needs and the need for another station in the Panhandle area as well as IT services.

e. Public Safety Communications - Chris Nunnery

Mr. Nunnery requested more employees. He noted that his department is behind two years in employees in the five year plan.

f. Sheriff's Office – Sheriff Faile

The Sheriff spoke about staffing needs and a Special Fee District

g. Coroner – Mike Morris

Mr. Morris spoke about staffing needs.

h. Animal Control – Shandy Everall

Shandy Everall spoke regarding the shelter and increases in rabid animals since last year.

i. Probate Court – Judge Estridge

Judge Estridge spoke about the need for a judicial assistant and additional IT staff.

j. *Public Defenders Office – Michael Lifsey*

Mr. Lifsey spoke regarding the need for additional attorneys.

k. *Solicitor – Randy Newman*

Mr. Newman spoke regarding the need for additional staff attorneys. He also requested the continuance of the victims advocate position that was funded by a grant.

Adjournment

Larry McCullough moved to adjourn. SECONDED by Bob Bundy. Passed 3-0.

Respectfully Submitted:

Approved by the Public Safety Committee

DHardin

Debbie C. Hardin
Clerk to Council

*to be signed / approved
at the April 21, 2015 meeting*

Steve Harper, Chairman



Members of Lancaster County Council
Administration Committee

Brian Carnes, District 7, Chairman
Bob Bundy, District 3
Charlene McGriff, District 2

Minutes of the Lancaster County Council Administration Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Thursday, April 2, 2015

5:30 p.m.

Council Members present were Brian Carnes, Bob Bundy and Charlene McGriff. Also present was Steve Willis, John Weaver, Veronica Thompson, Kimberly Hill, Debbie Hardin, various Department Heads and spectators. A quorum of the Lancaster County Finance Committee was present for the meeting.

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

Approval of the agenda

Charlene McGriff moved to approve the agenda as written. SECONDED by Bob Bundy. Passed 3-0.

Minutes of the March 5, 2015

Charlene McGriff moved to approve the minutes as written. SECONDED by Bob Bundy. Passed 3-0.

Discussion / Action Items

Steve Willis gave a brief synopsis of the budget. Mr. Willis reviewed the personnel recommendations first. He discussed that there is a \$525,000 impact coming from grants that we now assume the payment of 10 personnel; eight are the full time fire fighters and two deputies. We also have three positions that were added to the current budget that will be picked up to fund in next year's budget; the local area security officer, IT staff and the Budget Analyst which totals \$198,576.

Mr. Willis also proposed to add the following:

Two telecommunications officers and an IT position shared with E-911 in Public Safety which will cost \$114,890.

Prison Rad Elimination Coordinator in the Detention Center (Federal Mandate) \$57,762.

A chemist for the Sheriff's Office \$74,060 and a mapping clerk for Assessor's office - \$44,714.

A Technician in Fleet Maintenance. The total of personnel is \$1.399 million. There were 60 new personnel request that would not be funded in this year's budget, simply because we just do not have the money.

Mr. Willis said that we will be looking at funding and preparing for the SMS4 Storm Water requirements in the July/August time frame.

Mr. Willis discussed the issues in EMS. Kimberly Hill stated that she increased their overtime instead of adding more positions. Mr. Willis discussed the problem that they ran into with adding a 4th shift is that we can't fully fill all the empty slots because the pay is so bad. The EMT basic position is not too far off scale but the Paramedic is way off. At this point 4th shift is not in consideration.

Mr. Willis further discussed the millage caps for 2015-2016. He informed the Committee that Lancaster County was the fastest growing county in the state last year which will allow us to have a millage cap of 4.9%; however, this will not get us to where we need to be with the budget.

Mr. Willis recommended that the Direct Assistance and State Agencies get no increase in funding, with no new positions as they requested. The Solicitor's office Victims Advocate position will not be funded under Mr. Willis's recommendation. The Clemson Extension funding has not been recommended. Also, Mr. Willis included the funding for the Delegation as set forth in state law to offset the cost of staff in the amount of \$40,000. He has not received an official request, however, he has included it in the budget recommendation since it is state law. Charlene McGriff and Bob Bundy opposed this allocation.

Charlene McGriff stated that we can look at the budget but her priority was to have citizens safe and our employees to be happy.

Steve Willis began reviewing the departmental expenditure budget as set forth on page 100 of the budget document attached to these minutes for reference.

The current millage value is \$267,853 and has been estimated at \$275,000 for the proposed budget. Mr. Willis noted that the estimated total has not been given to us by the County Auditor.

He discussed the increases in the workers compensation rates, retiree insurance and health insurance as well as the medical indigent fund.

In County Council's budget he has proposed a \$1,000 raise that would take effect with the new Council in 2017. This was taken out of the budget since that would be in next year's budget. The Committee also cut the Council travel, training and dues account to \$40,000.

Under the Contractual Services for the Council Budget is a budget expenditure for the strategic plan and Veronica Thompson reminded Council of the importance of leaving this in the budget and having the strategic plan that would line up with the budget.

Kim Hill discussed that she is looking into having a contingency line item for unexpected unbudgeted expenditures. She reported that most other counties have an appropriation for this item and some larger departments have their own contingency fund. If this is the direction that our county takes, there will be a revision to the financial policy that would have strict guidelines in using that money. The policy would include a process of going through her then Mr. Willis prior to coming to Council and it would be for emergency use only.

Recreation Department

Mr. Willis noted that under the Recreation Department there were substantial increases due to realistic budgeting. He did not recommend the requested position of the Indian Land program counselor that was requested.

Grants Match Account

This line item has been increased from last due to the grants that have been requested. Debbie Traywick in the Finance Department keeps up with the grants and Ms. Hill also added an additional \$25,000 in case of a grant that comes in that we do not know anything about.

Charlene McGriff discussed needing some guidelines as to how we are going to pick and choose which grants get paid for out of this fund – are we going to fund them all or pick and choose.

Airport

A mower was moved into this department from Public Works.

Clemson Ext.

Recommended not funding

Old English District

Increased the statutory state accommodations tax that comes in and goes out of our budget.

Solicitor

Increased the 12 months salary for the position we funded last year. The Solicitor - Victim Advocate position is not in the current budget. Charlene McGriff asked Mr. Willis to check with Randy Newman on submitting the grant again for that position.

Soil and Water Conservation District

Increased for dam maintenance.

Council on Aging

The SCDOT grant came in for one new vehicle instead of two. This serves the Heath Springs / Kershaw area.

Library

Mr. Willis reported that this department has been broken out and treated like a county department in the budget.

USCL

Kim Hill noted that based on the estimated mill value that USCL would be zero. Bob Bundy stated For the Record that he would make no comments nor would vote on USCL items due to a conflict of interest.

Administration

The Attorney's office budget was in Administration for fiscal year 2014-2015. It has now been separated into his own budget as a separate department. Mr. Willis noted that the clerical staff has not been hired for that department since we have had no where to put them, however, funds for the staff is in the budget for when the position can be filled.

The Administration department is asking for a vehicle to replace the Chevy Impala that was given to the Airport from this department.

For the medical line item, the Clerk to Council requested that this amount be kept the same as we never know when we may need to use it for vaccinations, claims, etc.

Finance

Mr. Willis noted that the Procurement Department will be moving over a person from the Library to work in the Procurement office as a buyer. The funding for this person was already in the library budget and will be reallocated to the Finance budget for 2015-2016. This person will also help audit P-Card activity.

The Finance Department budget increased in training for the procurement buyer and for an employee to take classes for the CFGO designation.

Human Resource

No changes to the budget

Risk Management

Increased budget \$1,000 in training for Leadership Lancaster and other classes.

MIS

Mr. Willis noted that there are increases in this budget to ramp the department back up to where it should be in personnel and hardware/software improvements. Bob Bundy noted that we need to make sure we have enough in this budget to be sure to get up to date on IT issues.

GIS

Kevin Granata has asked for new aerial photography. It would be beneficial for GIS to have this done now; however, it would save money if we waited and got on a rotation with the surrounding counties to instead of doing it every 5 years do it every 10 years.

Zoning

Mr. Willis noted that he is not recommending an additional zoning officer for this year. The budget for the demolition expense was trimmed last year and has been increased back this year due to increased cost in demolition.

Planning

Mr. Willis noted that the increases in the Planning budget were for overtime for many meetings, postage and contractual services for the UDO rewrite. Penelope Karagounis noted that the rewrite should be complete by February 2016.

Penelope Karagounis also thanked Council for funding and asked for increased salary funding for employees of 10 years or more.

Building

Kim Hill noted that the Commercial Building Inspector is still in the budget with an increase in that salary range because Mr. Yeargin could not find anyone that would take the position for the salary that was offered. The position is needed in that department. Also the travel, training and dues are increased for the new codes and ISO inspection classes as well as an increase in equipment with the electrical testers, etc.

Lancaster County Economic Development

Mr. Willis noted that we are recommending the same funding as last year.

Assessor

Mr. Willis noted that he recommended hiring an Appraisal Assistant for reassessment. He also noted other reassessment costs would be approximately \$40,000.

Auditor

No change in this budget.

Treasurer

Mr. Willis noted a change in postage only in this budget.

Delinquent Tax

Mr. Willis noted a change in postage only in this budget.

Registration and Election

This budget was increased for the Heath Springs and Kershaw municipal elections; however we bill them back for these elections.

Mary Ann Hudson spoke regarding adding six new precincts to the Indian Land Area and the need for a part time person beginning in January 2016. Brian Carnes asked Mrs. Hudson to put in writing what she needs in a person to have a permanent part time position.

The Committee stopped budget discussions on page 40 of the expenditures.

Potential changes to tax bill

Steve Willis passed out his tax bill as an example and suggested that there be a note placed on the bill as to the unfunded mandates. Mr. Willis handed out the unfunded mandates list attached as schedule A. Charlene McGriff noted that citizens may not see it on the tax bill and that it may be better to place a separate flyer in as information. Mr. Bundy noted that just putting something on the bill stating so much percentage goes to unfunded mandates. The Clerk noted that we could add the unfunded mandates for Lancaster County on the website and the note on the bill could direct citizens to the website for a complete listing of the unfunded mandates.

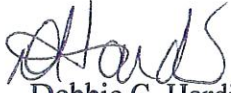
Changes to the monthly Finance Report

Brian Carnes requested that unfunded mandates be added to the monthly financial reports.

Adjournment

Charlene McGriff moved to adjourn. SECONDED by Bob Bundy. Passed 3-0.

Respectfully Submitted:


Debbie C. Hardin
Clerk to Council

Approved by the Administration Committee Chair

Approved at the April 16th meeting —
to be signed _____
Brian Carnes, Chairman

SUBJECT: REQUEST FROM USCL FOR SIGN PLACEMENT

Attached is an e-mail from John Rutledge at USC Lancaster requesting permission to place a USC Lancaster directional sign on county property. The property in question is at the driveway to Bowers Fibers on the Chester Highway (SC 9). A map of the parcel is attached as information.

I wanted to seek Council input but without objection from Council I will approve the request subject to the following conditions:

1. Compliance with signage requirements by the Zoning Department.
2. Coordination on proof of insurance with the State Insurance Reserve Fund and our Risk Manager.
3. Removal within ninety (90) days at whatever time Lancaster County may so request.

SW

RUTLEDGE, JOHN

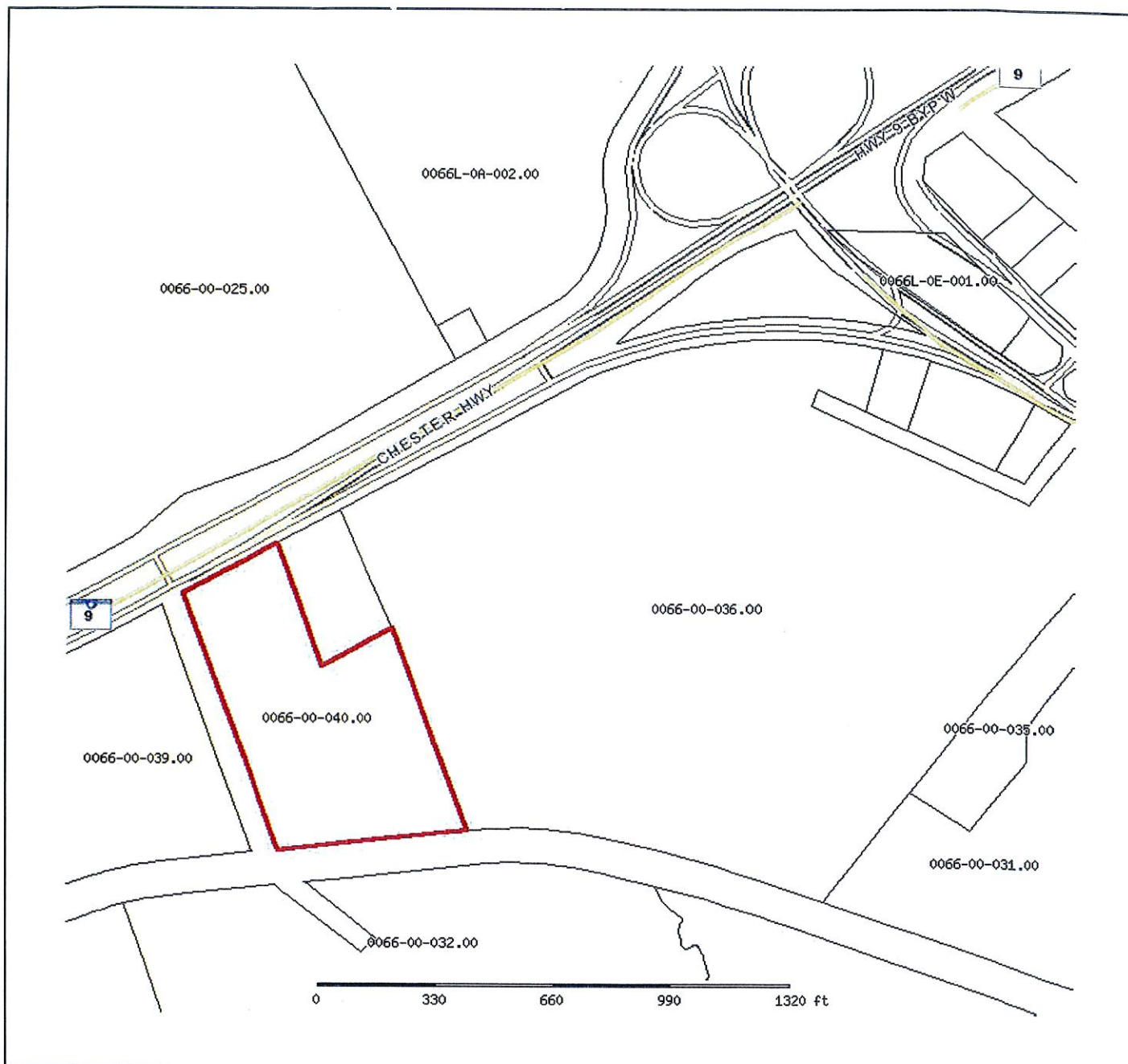
From: RUTLEDGE, JOHN
Sent: Tuesday, April 14, 2015 11:53 AM
To: Steve Willis (swillis@lanastercountysc.net)
Subject: Permission to erect USC L Sign

Greetings,

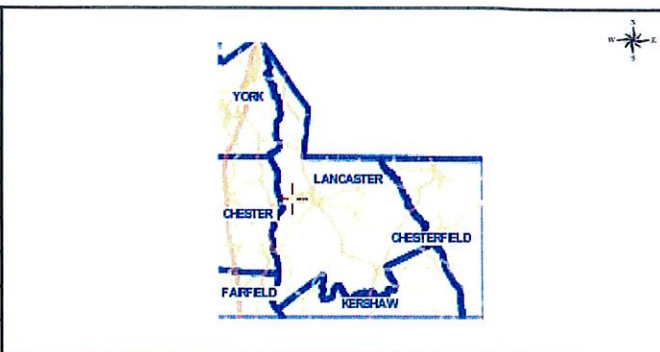
The University of SC Lancaster (USC L) would like to request permission to place one of our new USC L signs at the NW corner of property owned by Lancaster County. The property is a parcel 0066L-OH-001.00 located at the intersection of Highway 9 Bypass and the entrance to Bowers Fibers Inc. . The sign would be adjacent to existing SC DOT signs just on the fringe of Lancaster County property. The location would be on the smaller section of land which is to the East of the entrance to Bowers Fibers.

Thank you for considering this request.

John E. Rutledge, Ph.D.
Director of Law Enforcement and Security
Instructor of Criminal Justice
University of South Carolina Lancaster Campus
Telephone (803) 313-7156



Lancaster County Assessor			
Parcel: 0066-00-040.00 Acres: 60.8			
Name:	LANCASTER COUNTY SOUTH CAROLINA	Land Value	\$276,600.00
Site:	HWY 9 BYP W	Improvement Valt	\$0.00
Sale:	\$ \$1,060,000 on 12-2012 Vacant= Qual=1	Accessory Value	\$0.00
Mail:	PO BOX 1809 LANCASTER, SC 29721-0000	Total Value	\$276,600.00



The Lancaster County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LANCASTER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 04/16/15 : 15:18:00

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, April 27 th	6:30 p.m.	Regular Council Meeting
Thursday, April 30 th	5:30 p.m.	Council Meeting – Committee as a Whole Council Chambers
Tuesday, May 5 th	8:00 a.m.	Public Safety Committee Council Conference Room
Monday, May 11 th	6:30 p.m.	Regular Council Meeting
Tuesday, May 12 th	3:00 p.m.	I&R Committee Council Conference Room
Monday, May 18 th	6:30 p.m.	Regular Council Meeting
Thursday, May 21 st	4:30 p.m.	Administration Committee Council Conference Room
Monday, May 25 th	Holiday	County Offices Closed for Memorial Day

LANCASTER COUNTY STANDING MEETINGS

3rd Thursday of each month 4:30 p.m. ... Administration Committee
 2nd Tuesday of each month 3:00 p.m. ... Infrastructure and Regulation Committee
 2nd Tuesday of each month 8:00 a.m. Public Safety Committee
 1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month 9:00 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
 (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 Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:30 p.m. ... Planning Commission, County Council Chambers
 Quarterly (2nd Monday -March , June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room