

Lancaster County Council Regular Meeting Agenda

Monday, August 24, 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 Charlene McGriff**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations:**
 - a. Recognition of Mr. Bill Ardrey – induction into the Southeast National Association of Conservation District's Hall of Fame – Bob Bundy
 - b. Recognition of Penelope Karagounis and Hal Hiott for submitting the Barriett Lawrimore Award Competition at the South Carolina Association of Counties - Bob Bundy
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. **Consent Agenda**
 - a. **Minutes of the following meetings:**
 1. July 27, 2015 regular meeting – pgs. 6-13
 2. August 2, 2015 workshop – pgs. 14-18
 3. August 10, 2015 regular meeting – pgs. 19-23
 - b. **2nd Reading of Ordinance 2015-1364 rezoning property of Gary C. Sowell**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Gary C. Sowell and the Town of Kershaw represented by Sandhill's Medical Foundation, located 100 feet Northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3 General commercial District; and to provide for other matters related thereto. ***Planning Commission recommended by a vote of 5-0. Council approved by a vote of 7-0 at the August 10, 2015 meeting. Penelope Karagounis – pgs. 24-25***
 - c. **Resolution 0885-R2015:** A Resolution to acknowledge a recording error of Ordinance 2015-1327. *John Weaver – pgs. 26-32*

d. Acceptance of the following budgeted grants : (**Favorable Recommendation of the Public Safety Committee 8/11/15**)

1. Local Emergency Management Performance Grant (LEMPG) – pgs. 33-35
2. FEMA Assistance to Fire Fighters grant on behalf of Flat Creek FD – pgs. 36
3. FEMA Assistance to Fire Fighters grant on behalf of the Tradesville FD – pg. 37

8. **Resolutions** (Note: The Administration Committee will hear the items listed below on August 20, 2015 and at the time of the creation of this agenda, the recommendations were unknown and will be announced at the meeting).

- a. Resolution 0883-R2015 Inducement Resolution with Nutramax. *John Weaver* – pgs. 38-42
- b. Resolution 0886-R2015 regarding the commitment of Lancaster County to enter into a fee agreement with LCI-Lineberger Construction, Inc. *John Weaver* – pgs. 43-46
- c. Resolution 0887-R2015 authorizing the defeasance of the Installment Purchase Revenue Bonds. *Frannie Heizer* – pgs. 47-48
- d. Resolution 0888-R2015 authorizing the defeasance of the Bailes Ridge Bonds. *Frannie Heizer* – pgs. 49-50
- e. Resolution 0889-R2015 regarding the 2015 Forbearance Agreement for Edenmoor (now known as Walnut Creek). *Frannie Heizer* – pgs. 51-61
- f. Resolution 0890-R2015 approving the 2015 Assessment Roll for Edenmoor (now known as Walnut Creek). *Frannie Heizer* – pgs. 62-63
- g. Resolution 0891-R2015 approving the 2015 Assessment Roll for Sun City. *Frannie Heizer* – pgs. 64-65 (the assessment roll is provided separately as agenda attachments on the website – www.mylancastersc.org)
- h. Resolution 0892-R2015 approving the 2015 Assessment Roll for Edgewater I. *Frannie Heizer* – pgs. 66-67 (the assessment roll is provided separately as agenda attachments on the website – www.mylancastersc.org)
- i. Resolution 0893-R2015 approving the 2015 Assessment Roll for Edgewater II. *Frannie Heizer* – pgs. 68-69
- j. Resolution 0894-R2015 setting the uniform per lot assessment for Brookchase Special Tax District. *Frannie Heizer* – pg. 70
- k. Resolution 0884-R2015 LCEDC relieved of obligations. *John Weaver* – pgs. 71

9. Non-Consent Agenda

Ordinance Readings

a. **2nd Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Reid Wilkerson/NBI Investments III, LLC, located at 182 Spice Road, from R-15P, Moderate Density Residential/Agricultural Panhandle District to I-1, Light Industrial District; and to provide for other matters related thereto. *Planning Commission denied by a vote of 4-2. Council approved by a vote of 6-1 (Brian Carnes opposed) at the August 10, 2015 meeting. Penelope Karagounis - pgs. 72-73*

b. **1st Reading of Ordinance 2015-1366 regarding the Fee Agreement between Lancaster County and LCI-Lineberger Construction, Inc.**

Ordinance Title: An Ordinance to authorize the execution and delivery of a fee agreement by and between Lancaster County and LCI-Lineberger construction, Inc., providing for the payment of a Fee-In-Lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. *(Administration Committee recommendation to will be provided at the meeting). John Weaver – pgs. 74-105*

c. **1st Reading of Ordinance 2015-1367 regarding modifications to the Edenmoor Improvement District (now known as Walnut Creek)**

Ordinance Title: An Ordinance to authorize certain modifications to the Edenmoor Improvement District and the existing assessment roll related thereto, including changing reference therein to the Walnut Creek Improvement District, subdividing such improvement district to relate to certain parcels or areas therein and approving revised assessment rolls relating to such parcels or areas; and to provide for other matters relating thereto. *(Administration Committee recommendation to will be provided at the meeting). John Weaver – pgs. 106-110*

d. **1st Reading of Ordinance 2015-1368 to authorize and provide for issuance and sale of Walnut Creek Improvement District Revenue Bonds and other related matters.**

Ordinance Title: To authorize and provide for the issuance and sale of not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2015a-1; to limit the payment of the bonds solely to the assessments imposed on certain designated parcels within the Walnut Creek Improvement District; to provide for the execution of a Master Trust Indenture, First Supplemental Indenture thereto, contract of purchase and other related documents for the Series 2015a-1 Bonds, and an amended and restated Master Trust Indenture and one or more supplements thereto related to the Series 2006 bonds; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto. *(Administration Committee recommendation to be provided at the meeting). John Weaver – pgs. 111-120*

10. Discussion and Action Items

- a. Termination of Lease to Lancaster County Economic Development. (*Administration Committee recommendation to be provided at the meeting*) Steve Willis – pgs. 121-122
- b. Authorization to submit requests for bids for the purchase of fire apparatus, to include engines, tankers and rescues. (*Favorable Recommendation of the Public Safety Committee 8/11/15*) Morris Russell – pgs. 123-124
- c. Acceptance of FEMA grant for volunteer fire fighter recruitment and retention. (*Favorable Recommendation of the Public Safety Committee 8/11/15*) Morris Russell – pgs. 125-127
- d. Committee Reports:
 - Administration – Chairman Brian Carnes
 - Infrastructure and Regulation – Chairman Larry Honeycutt
 - Public Safety – Chairman Steve Harper
- e. Monthly Financial Report. Kimberly Hill – pgs. 128-140

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System
- b. 2nd Reading of Ordinance 2015-1352 Multi-County Park Agreement between Lancaster County and Chesterfield County

12. Miscellaneous Reports and Correspondence – pgs. 141-146

- a. LARS informational update
- b. 100% Fire Service Grant Application
- c. Time Warner Cable
- d. Vacant Home flyer from Catawba Regional Council of Governments

13. Calendar of Events – pg.147

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

15. Executive Session

- a.** Personnel Matter - *SC Code 30-4-70(a)(1) discussion of a person regulated by a public body*
- b.** Economic Development Matters – *SC Code §30-4-70(5)*
 - 1. Project GoWest
 - 2. Project Carolina
 - 3. Project Pillow
 - 4. Project Protect
 - 5. Project Spice
- c.** Contractual Matter regarding Lancaster County Economic Development – *SC Code § 30-4-70(a)(2)*

16. 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, July 27, 2015

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Larry McCullough and Charlene McGriff. Steve Harper was absent from the meeting. 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.

Call to Order Council Workshop at 5:30 p.m.

Robert Moody with Catawba Regional Council of Governments gave a presentation regarding Impact Fees.

Call to Order

Chairman Bob Bundy called the regular meeting of Council to order at 6:30 p.m.

Welcome and Recognition/pledge of allegiance and invocation

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

Approval of the agenda

Steve Willis requested that the following items be removed from the agenda:

- Item 7a – Town of Kershaw presentation regarding the sale of the Kershaw Business Park. Mayor Rhodes had a conflict and will come back on an alternate date.
- Item 10d – 2nd Reading of Ordinance 2015-1358 rezoning of property of Ken Starett was requested to be removed by the applicant.

Larry Honeycutt made a MOTION to approve the agenda as amended. SECONDED by Charlene McGriff. Passed 6-0.

Special Recognitions:

- a. Recognition of Jim Williams, Board Member of the Year
- b. Employee of the Quarter – Deputy Jason Leaphart
- c. Recognition of Deputy Ken Taylor by the Indian Land FFW
- d. Recognition of Sgt. John Poovey, as Deputy of the Year through SC Sheriff's Association

Special Presentations:

Duke Energy Residential Neighborhood Program

Sue Dinnsen, Program Manager with Duke Energy gave a presentation on the Residential Neighborhood Program. This program is designed for Duke Energy's customers in federally-identified low income neighborhood areas that provides residents with free products and/or services such as in-home energy assessments; installation of energy conservation measures and energy education that will enable the residents to make behavior changes to control and reduce energy usage.

Citizen Comments

Austin DeVenny, 104 South Catawba Street, Lancaster, spoke on behalf of Gross Builders.

Jimmy Catoe, 5135 Payne Road, Kershaw, spoke about the Farmer's Market rules and regulations.

Chip Cox, 557 Rock Springs Road, Lancaster, spoke regarding the waiver of building permits fees for Habitat for Humanity.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Ordinance 2015-1359 and submitted a handout attached as schedule A.

John Troutman, choose not to speak.

Ben Levine, 5062 Terrier Lane, spoke regarding Ordinance 2015-1359.

Consent Agenda

- a. **Minutes of the July 13, 2015 Council Meeting**
- b. **2nd Reading of Ordinance 2015-1362 regarding a numbering correction in Ordinance 2015-1350 relating to roads that are to be donated to SCDOT and accepted in the County Road system.**
Ordinance Title: An Ordinance to correct numbering errors in Ordinance 2015-1350 approving 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.
- b. **2nd Reading of Ordinance 2015-1363 regarding the Procurement Code**
Ordinance Title: An Ordinance to amend Chapter 2, Article VI (Lancaster County Procurement Code) so as to add to Section 2-257 (Methods of Source Section) a new exception to competitive sealed bidding; to amend section 2-260 (Procedures for procurements not exceeding \$25,000); to add a new section relating to a local vender preference provision.

Larry Honeycutt made a MOTION to approve Consent Agenda items a, b, and c. SECONDED by Charlene McGriff. Passed 6-0.

Non-Consent Agenda

Ordinance Readings

3rd Reading of Ordinance 2015-1360 regarding the Covington Development Agreement (amendment needed)

Ordinance Title: An Ordinance to approve a development agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto.

MOTION was made by Charlene McGriff to approve Ordinance 2015-1360. SECONDED by Brian Carnes.

Jack Estridge moved to amend the Ordinance to include the language as found in red on page 47 of the agenda package, Section 3.01A(B). SECONDED by Larry McCullough. Passed 6-0.

Council voted to approve Ordinance 2015-1360 as amended. Passed 6-0.

3rd Reading of Ordinance 2015-1361 regarding the rezoning of property for Covington Development

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Sinacori Builders, LLC, located along the Southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto.

Brian Carnes made a MOTION to approve 3rd Reading of Ordinance 2015-1361. SECONDED by Larry McCullough. Passed 6-0.

3rd Reading of Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel.

Ordinance Title: An ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel, located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple Family/Agricultural District; and to provide for other matters related thereto.

Charlene McGriff made a MOTION to approve 3rd Reading of Ordinance 2015-1359. SECONDED by Larry McCullough. Passed 9-1. Brian Carnes opposed.

1st Reading of Ordinance 2015-1352 Multi-County Park Agreement between Lancaster County and Chesterfield County

Ordinance Title: An ordinance to amend the master Multi-County Park Agreement between Lancaster County and Chesterfield County, dated as of December 9, 2013, so as to allow the non-host county to approve the addition of property to the Multi-County Park by resolution of Council and to add the *agreement property located in Chesterfield County (one parcel – Project Pellet)*; and to provide for other matters related thereto.

Larry Hennyvutt made a MOTION to approve 1st Reading of Ordinance 2015-1352. SECONDED by Brian Carnes. Passed 6-0.

Discussion and Action Items

Lancaster County Board and Commission appointments

The Lancaster County School District submitted the name of Mr. Curwood Dillingham to be appointed to the Health and Wellness Commission representing Health Education for a four year term ending June 30, 2019.

Larry Honeycutt made a MOTION to appoint Mr. Curwood Dillingham to the Health and Wellness Commission representing the School District, Health Education for a four year term ending June 30, 2019. SECONDED by Brian Carnes. Passed 6-0.

LCEDC Board Appointments

Chairman Bundy noted that earlier in the summer, we had made Lancaster County Economic Development Board appointments, and we were waiting on the bylaws to get fleshed out. Now it seems like the bylaws have reverted back to the 2012 bylaws, so it is fleshed out. Chairman Bundy stated that at the next Economic Development Board meeting the new representatives for County Council will be present and those will be Mr. Harper, Mr. Bundy and Ms. McGriff.

Councilman Estridge challenged the decision citing that he was appointed for a four year term. He stated that he resented the fact that he was being removed without some just cause. Councilman Estridge further stated whether it is legal or not for Councilman Bundy to make a decision to remove him, he would leave to the board because he asked the board chair at their last meeting if he was still on the board as a board member and was told yes.

Chairman Bundy stated that he will make sure and check and see when the board appointments were made and when the terms began and look at that.

Larry McCullough stated that he believed that he was serving as from a Council Chairman position and he believes strongly that the Chairman should have that seat so he will be happy to move aside if the Council Chairman wanted to step into that seat.

Chairman Bundy stated that he would do some research and at this moment these are the appointments that he would desire. He also thanked Councilman Estridge and McCullough for their service on the board.

Public Safety Special Purpose Tax District petition format

Larry McCullough made a MOTION in order to become fully compliant with state rules for petitioner, I move that Lancaster County Council accept the existing wording and format of petitioners to date for Sheriff's enhanced services in Indian Land Area, but from tomorrow July 28, 2015 forward only accept wording and format as prescribed on page 86-89 of our packet. SECONDED by Brian Carnes. Passed 6-0.

Building and Zoning permit waiver for a Habitat for Humanity house

Steve Willis, Administrator, explained that this is a request for a building and zoning permit fee waiver for Habitat for Humanity. He noted that Habitat would still be required to obtain all permits, have all required inspections and meet all applicable codes. There would be no increased liability for this action. Mr. Willis as well as staff recommended waiving the fee.

Larry Honeycutt moved to give Habitat for Humanity a “blanket” fee waiver for Building and Zoning permit fees. SECONDED by Charlene McGriff. Passed 6-0.

Budgeted Items:

FEMA Grant – Heath Springs Fire Department

Steve Willis reported that this is a FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match. Funding would total \$17,075 with grant funding of \$16,262 and a local match of \$813. The local match is in the County FY 2015-16 budget. The grant will purchase a washer/extractor and air dryer for firefighter turnout gear.

Larry Honeycutt made a MOTION to accept the FEMA Grant for the Heath Springs Fire Department. SECONDED by Charlene McGriff. Passed 6-0.

FEMA Grant – McDonald Green Fire Department

Steve Willis reported that this is a FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match. Funding would total \$17,020 with grant funding of \$16,210 and a local match of \$810. The local match is in the County FY 2015-16 budget. The grant will purchase a washer/extractor and air dryer for firefighter turnout gear.

Brian Carnes made a MOTION to approve the FEMA Grant for the McDonald Green Fire Department. SECONDED by Charlene McGriff. Passed 6-0.

Sheriff's Office US Department of Justice Grant/Public Comment

Steve Willis explained that this is an annual, non-competitive formula grant. It is a 100% grant with no local match. The grant will fund five (5) laptops, Detention Center lockers, mental health training and five (5) body cameras.

Chairman Bundy opened the meeting for public comment regarding this grant. There was no one from the public that spoke.

Larry Honeycutt made a MOTION to approve the Sheriff's Office US Department of Justice Grant. SECONDED by Brian Carnes. Passed 6-0.

2015 US Department of Justice COPS Grant

Steve Willis explained that this is a grant that would involve two new personnel. This is a two year grant at 100% funding.

Larry Honeycutt made a MOTION to approve the 2015 US Department of Justice COPS Grant. SECONDED by Brian Carnes. Passed 6-0.

Budget Report

Veronica Thompson, Finance Director, gave an overview of the budget for month ending June 2015 as outlined in the agenda package.

Executive Session

Brian Carnes made a MOTION to go into Executive Session. SECONDED by Larry McCullough. Passed 6-0.

MOTION was made by Larry Honeycutt to come out of Executive Session. SECONDED by Charlene McGriff. Passed 6-0.

John Weaver announced that during the course of Executive Session Council had discussions incident to a proposed contractual matter regarding a CPA firm in Columbia where no votes were taken, no decisions were made. He also noted that Project Pillow discussions were not necessary at this point and Council discussed Project Grade where no votes were taken, no decisions were made.

The following motions were forthcoming from executive session:

MOTION was made by Larry McCullough to direct the County attorney to prepare a Resolution that will set forth the directives of Council as to the appropriate and successful course of action in future consideration of economic development projects within Lancaster County. SECONDED by Charlene McGriff. Passed 6-0.

MOTION was made by Larry McCullough to move forward with Project Grade by approving the incentive as presented by Lancaster County Economic Development Corporation. SECONDED by Brian Carnes. Passed 6-0.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Brian Carnes. Passed 6-0

Respectfully Submitted: Approved by Council, August 24, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

draft - not approved by Council



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

DRAFT

Minutes of the Lancaster County Council Workshop
One Hotel Circle, Palmetto Board Room
Hilton Head, South Carolina, SC 29928

Sunday, August 2, 2015

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, Penelope Karagounis, Hal Hiott, 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.

Call to Order

Chairman Bob Bundy called the regular meeting of council to order at 4:30 p.m.

Welcome and recognition/pledge of allegiance and invocation

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met.

Approval of the agenda

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

Discusson Items/Action Items

a. Project list review 2014-2015

Steve Willis, Administrator, went over the List of Proposed Topics for Council Discussion 2014-2015 that was provided on pages 2-4 of the agenda package. The blue

items were those that had been completed. The items that were still pending were to be discussed in more detail for the potential to be transferred to the 2015-2016 project list.

b. Project list 2015-2016

Mr. Willis went over some of the items that would be carried over to the new 2015-2016 project list as well as a few new items. This information was provided in the Agenda Package on pages 5-92. The following items were discussed:

1. **Public Works Complex** - Steve Willis explained that this Complex would encompass a space for the Fleet Operations Department and Facilities Maintenance Department, both in the Public Works Division. He went over the rough schematic plans to expand the current Public Works Center on Pageland Highway. Councilman Steve Harper said that this was a lot more than what the original cost estimate was. He asked if they could build what they need now but make sure that it has the capability to be expanded for growth in the future. Mr. Willis explained that this is still in the conceptual phase. The final design would proceed through the Infrastructure and Regulation Committee before coming to full Council.
2. **EMS Office and Training Facility** – Mr. Willis went over the possibility of utilizing the former Springs/Wamsutta Sales Store – Temporary Court House building for use as a centralized EMS office facility. This would move functions currently in a 1930's building and a former textile plant building on 15th street and put it in a dedicated facility for all of the EMS functions which include administration, billing, logistics, quality assurance and training.

The discussion between staff and Council Members included the value of the building if it were sold so that the money could be used to build a new facility versus putting more money into renovating the existing building to get it functional for EMS. Mr. Willis stated that there are offers to buy the building but Council would have to give authorization for negotiating the sell of the property if that is what Council so desires. He gave handouts containing the appraisal of the property along with the \$550,000 offer that has been received, attached as schedule A. Mr. Willis said that there are three (3) options for the property:

- 1) Accept the offer of \$550,000 for the property.
- 2) Accept a \$200,000 offer that comes with a commitment of providing 50 jobs within the first year and an additional 50 in the second year.
- 3) Use the property as the location for the EMS facility with added renovation and upgrades.

It was the consensus of Council to authorize the Chairman to work with the Attorney on the negotiations of the sale of the property

3. Planning for new Detention Center – Steve Willis spoke to the fact that there is no funding for this item in the current budget. Larry McCullough, Council Member, stated that they need to get the requirements in writing from the Sheriff. It was also discussed about the possibility of partnering with other Counties on a new facility.
4. Residency Requirement – Mr. Willis explained that this residency requirement would be for new Department Heads hence forward. It will not affect any of the County's present employees. Larry McCullough said that this requirement might limit our potential job applicants for new positions. Charlene McGriff stated that it was important for the employee to be a part of the County that they work in.

There was a consensus of Council to leave the residency requirement on the list.

5. Airport Terminal and Hangars – Steve Willis said that it is his recommendation to hold off on this project for 5 years due to the need to build up local funding for the heavy aircraft apron.
6. Adopt Trash and Recycling Master Plan – Steve Willis said that this will be discussed at the Infrastructure and Regulation Committee meeting.
7. Building and Facilities Maintenance Plan – Steve Willis explained that he needs to know Council's interest in funding a preventive maintenance plan before spending the money on a building needs analysis. Council members spoke in favor of putting a scheduled maintenance plan in the budget.
8. Update Capital Improvement Plan – Mr. Willis explained that this project is in the final stages of completion by the Council of Governments. It will be reviewed by the Planning Commission and brought to Council for adoption.
9. Adopt fifty foot Catawba River buffer zone - This project will be part of the Unified Development Ordinance rewrite performed by the Planning Commission and brought to Council for adoption. Steve Willis also informed Council that we are the only County bordering the Catawba River that does not have this buffer.
10. Renovations/Repairs at the Historic Jail – Steve Willis handed out an estimate for the repairs of the Historic Jail, attached at schedule B. The cost given would be \$308,585

to get the building into an occupiable state. The possibilities of grants being available because it is a National Landmark and on the Historic Registry were also discussed. Mr. Willis stated that this would go to the Administration Committee to further decide on the potential funding and use of the building.

11. Speculative Building in the Heath Springs Industrial Park – Mr. Willis stated that this project is on hold pending a hearing from SCANA to see if grant funding remains a possibility. If the grant funding comes through, it will then go to the Administration Committee for consideration.

12. Park Projects – Steve Willis explained that this topic encompasses two carryover projects.

- a. #16 – New Sports Complex – This project is under development by working with Clemson University to help us with location, scope of suggested services and cost estimations.
- b. #20 – Update Recreation Facilities - Hal Hiott, Recreation Director gave out handouts, attached as schedule C. This handout details all of the proposed park upgrades. Larry McCullough mentioned that they might want to look at any parks that may need to be shut down.

Both of these projects would have to be submitted as a Park Bond in a bond referendum. These projects could be listed separate or together on a ballot for voters.

13. Enhance our website and public information capability – This is a carryover item #21. Mr. Willis stated that this issue will come back to Council at a later time.

14. Animal Shelter – This is a new project item. Steve Willis said that he had included information on Aiken County's new Animal Shelter in the package. Mr. Willis also mentioned that it might be an option to put the money into a spay and neuter program which would eliminate the need for a larger facility.

15. Lancaster County Foundation – Steve Willis spoke about the fact that we have a donation account but it is not tax deductible. Mr. Willis said that John Weaver, Attorney and Veronica Thompson, Finance Director, will be working together on this project. It will take a 6 month timeframe before being brought to Council.

16. Additional Recreational Facilities in Indian Land – This is a new item. Councilman Brian Carnes spoke about the need to look at the recreational facilities overall in Lancaster County. He suggested that we look at the entire County by population and

services. Hal Hiott said that most Counties are building regional parks that serve everyone instead of pocket parks all around the County. Penelope Karagounis, Planning Director, added that regional parks will attract more economic opportunities.

17. Extreme Government Makeover – This is a new item that will be discussed more at the Strategic Planning Workshop.

18. Smart Growth – This is a new item. Steve Willis explained that this is a tool that could help us as we rewrite the UDO on how we can attract people to these types of developments. Councilwoman Charlene McGriff added that the Planning Director, Penelope Karagounis, should give Council a presentation about the pros and cons of smart growth so that they can understand everything involved.

Steve Willis also gave a handout, attached as schedule D, on Buford County in relation to their Impact Fees and the Transportation Impact Fees for information.

Chairman Bob Bundy requested that the County reschedule the meeting on the potential Dave Lyle extension that was cancelled due to inclement weather this past winter.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Charlene McGriff. Passed 7-0

Respectfully Submitted:

Approved by Council, August 24, 2015

Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary



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

DRAFT

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, August 10, 2015

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Larry McCullough, Steve Harper and Charlene McGriff. Also present was Steve Willis, John Weaver, Debbie Hardin, Virginia Burgess, 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.

Call to Order

Chairman Bob Bundy called the regular meeting of Council to order at 6:30 p.m.

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 Steve Harper led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

John Weaver requested that the following items be deferred from the agenda:

- Item 9a – 2nd Reading of Ordinance 2015-1352 regarding the Multi-County Park Agreement
- Item 8b – Resolution 0882-R2015 regarding economic development matters

Charlene McGriff made a MOTION to approve the agenda as amended. SECONDED by Steve Harper. Passed 7-0.

DRAFT

Special Presentation

Lancaster County Fleet Operations Blue Seal of Excellence

Chairman Bundy recognized the Fleet Operations Department for receiving the Blue Seal of Excellence from the National Institute for Automotive Service Excellence.

Citizen Comments

Bart Miles, 518 Dixie School Road, Lancaster, spoke regarding the Sandhills Medical rezoning.

Reid Wilkerson, 10808 Young Poplar Place, Charlotte, spoke regarding the McClancy Seasoning rezoning. He also submitted a letter to Council and a Petition signed (attached as schedule A) by employees of McClancy Seasoning in support of the rezoning from R-15 to I-2.

Sandy McGarry, 3423 Holden Road, Lancaster, spoke regarding Lancaster County Economic Development.

Richard Dole, 3056 Drummond Avenue, Indian Land, spoke regarding the McClancy Seasoning rezoning.

Rana Howell, 10223 Mahonia Street, Charlotte, spoke regarding the McClancy Seasoning rezoning.

Jeff Lamb, 4329 Richard Lane, Indian Land, spoke regarding the McClancy Seasoning rezoning.

Margaret Gamble, 118 S. Matson Street, Kershaw, spoke regarding Lancaster County Economic Development Corporation and submitted information attached as schedule B.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding the McClancy Seasoning rezoning. Mr. Holland also spoke regarding rezoning errors for various parcels and asked about the process on getting them corrected.

Allen Davis, 828 Jim Wilson Road, Indian Land, spoke regarding the McClancy Seasoning rezoning.

Consent Agenda

a. 3rd Reading of Ordinance 2015-1362 regarding a numbering correction in Ordinance 2015-1350 relating to roads that are to be donated to SCDOT and accepted in the County Road system.

Ordinance Title: An Ordinance to correct numbering errors in Ordinance 2015-1350 approving 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.

DRAFT

b. 3rd Reading of Ordinance 2015-1363 regarding the Procurement Code

Ordinance Title: An Ordinance to amend Chapter 2, Article VI (Lancaster County Procurement Code) so as to add to Section 2-257 (Methods of Source Section) a new exception to competitive sealed bidding; to amend section 2-260 (Procedures for procurements not exceeding \$25,000) ; to add a new section relating to a local vender preference provision.

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

Resolutions

0881-R2015 - A Resolution to authorize the County Administrator to execute a contract on behalf of Lancaster County with Catawba Regional Council of Governments (COG) so as to complete the second phase of the revision of the County's Unified Development Ordinance (UDO).

MOTION was made by Brian Carnes to approve Resolution 0881-R2015. SECONDED by Charlene McGriff. Passed 7-0.

Non-Consent Agenda Ordinance Readings

1st Reading of Ordinance 2015-1364 rezoning property of Gary C. Sowell

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Gary C. Sowell and the Town of Kershaw represented by Sandhill's Medical Foundation, located 100 feet Northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3 General commercial District; and to provide for other matters related thereto.

MOTION was made by Steve Harper to approve 1st Reading of Ordinance 2015-1364. SECONDED by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Reid Wilkerson/NBI Investments III, LLC, located at 182 Spice Road, from R-15P, Moderate Density Residential/Agricultural Panhandle District to I-1, Light Industrial District; and to provide for other matters related thereto.

MOTION was made by Larry McCullough to approve 1st Reading of Ordinance 2015-1365. SECONDED by Jack Estridge. Passed 6-1. Brian Carnes opposed.

DRAFT

Discussion and Action Items

Lancaster County Board and Commission appointments

The Lancaster County Library Board has submitted an application for the appointment of Mr. Sonny Rushing to the board for a four (4) year at-large position term.

MOTION was made by Larry Honeycutt to appoint Mr. Sonny Rushing to the at-large position on the Library Board for a four (4) year term, expiring June 30, 2019. SECONDED by Charlene McGriff.

Learning Lancaster – a community civics course

Steve Willis explained that Learning Lancaster is a free 9 week civics course offered to Lancaster County residents. This course gives participants an opportunity to learn about the multi-faceted services of Lancaster County. Instructors include the County Administrator, Elected Officials, Department Heads and staff. Topics explore where your tax dollars go, the court systems and other county services. Debbie Hardin noted that the maximum number of participants is twenty five (25) and participant slots are filled on a first come first serve bases. Sign up is now through September 15th.

Lancaster County Economic Development Corporation status of audit request

Councilman Honeycutt read a statement attached as schedule C.

Larry Honeycutt made a MOTION to withhold EDC's 2nd quarter funding and to send this issue to the Administration Committee in September as the first step toward: 1. A budget amendment withdrawing further EDC funding for the remainder of this fiscal year, and 2. The creation of a new county government department for economic development. SECONDED by Charlene McGriff.

Brian Carnes moved to amend the motion to continue to fund LCEDC for the next two quarters and develop a plan of action because right now we do not have a plan. SECONDED by Larry McCullough. MOTION FAILED by a vote of 3-4. Brian Carnes, Jack Estridge and Larry McCullough voted for the motion to amend and Charlene McGriff, Steve Harper, Larry Honeycutt and Bob Bundy voted opposing the amendment.

The original motion as stated passed by a vote of 4-3. Brian Carnes, Jack Estridge and Larry McCullough opposed.

DRAFT

Executive Session

Charlene McGriff made a MOTION to go into Executive Session. SECONDED by Larry McCullough. Passed 4-3. Larry McCullough, Brian Carnes and Jack Estridge opposed.

MOTION was made by Brian Carnes to come out of Executive Session. SECONDED by Steve Harper. Passed 7-0.

John Weaver announced that during the course of Executive Session Council received a legal briefing regarding a potential litigation and sale of property where no votes were taken, no decisions were made.

The following motions were forthcoming from executive session:

MOTION was made by Charlene McGriff to give the Chairman authority to negotiate the final sale for the property at 3888 Chester Highway. SECONDED by Larry Honeycutt. Passed 7-0.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Charlene McGriff. Passed 7-0.

Respectfully Submitted: Approved by Council, August 24, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1364

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY GARY C. SOWELL AND THE TOWN OF KERSHAW, REPRESENTED BY SANDHILL'S MEDICAL FOUNDATION, LOCATED 100 FEET NORTHEAST OF THE INTERSECTION OF GOLD MINE HIGHWAY AND EDWARDS AVENUE ALONG THE EASTERN SIDE OF GOLD MINE HIGHWAY FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURAL DISTRICT TO B-3, GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Sandhill's Medical Foundation applied to rezone property located 100 feet northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3, General Commercial District.

(b) On July 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0156G-0B-002.00, a portion of 0156G-0B-008.00

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: 8-10-15	Passed 7-0
Second Reading: 8-24-15	Tentative
Third Reading: 9-14-15	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: 0885-R2015
Contact Person / Sponsor: John Weaver 
Department: County Attorney
Date Requested to be on Agenda: August 24, 2015
Committee: N/A

Issue for Consideration: A recording error was made on Ordinance 2015-1327 when the 1st reading version was recorded rather than the 3rd Reading amended version.

Points to Consider: The Council's approval through the passage of this Resolution is needed so as to correct the recording error and to record the proper 3rd Reading version.

Funding and Liability Factors: N/A

Council Options: Pass the Resolution to authorize the recording of the proper version or reject the Resolution and allow the incorrect version of Ordinance 2015-1327 to remain of record.

Recommendation: Approve Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0885 -R2015

A RESOLUTION

TO ACKNOWLEDGE A RECORDING ERROR AND TO CORRECT THE MISTAKE SO AS TO AUTHORIZE AND APPROVE THE RECORDING OF THE CORRECT VERSION OF ORDINANCE NO. 2015-1327.

WHEREAS, on February 11, 2015, following 3rd Reading passage of Ordinance No. 2015-1327, the legislation was recorded in the office of the Lancaster County Clerk of Court (Exhibit A); and

WHEREAS, it has been made known to the Council that the version recorded, in fact, was the 1st Reading version rather than the final 3rd Reading version; and

WHEREAS, on January 12, 2015, during discussion by Council of the Ordinance, a motion was made to add an additional provision to the ordinance, that motion receiving a second and passed by Council (Exhibit B); and

WHEREAS, at 3rd Reading on February 9, 2015, Council reviewed and passed the version that included the provision added by the earlier motion (Exhibit C).

THEREFORE, BE IT RESOLVED, Council reaffirms its support for the complete 3rd Reading version of Ordinance No. 2015-1327 and approves the Clerk's recording of the correct legislative version.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

Exhibit A

FILED
OFFICE OF CLERK
OF COURT
2015 FEB 11 AM 11:11
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1327

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE SELECTION, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney upon the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall select a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county. He has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development issues; attendance at conferences and meetings; legal opinions; legal research; drafting ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. He provides legal consultation with County departments, Elected Officials, and certain Boards and Commissions. He provides labor

and employment advice on human resource issues. He is involved professionally with the SC Bar, Lancaster County Bar and the South Carolina Association of Counties.

Section 2-104 – Authorization required for use of other attorney.

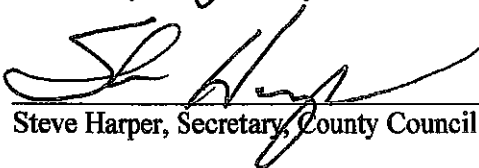
No county agency, commission, board, department, committee, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the County Administrator.

And it is so ordained, this 9th day of February, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

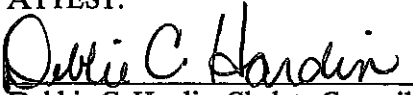


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



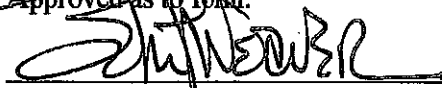
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15

Second Reading: 1-26-15

Third Reading: 2-9-15

Approved as to form:



County Attorney

Exhibit B

Low Density Residential/Agr. Residential/Manufactured
Housing/Agricultural District; and to provide for other matters related thereto.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1325.
SECONDED by Jack Estridge. Passed 7-0.

1st Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names

Ordinance Title: An Ordinance to amend Section 2-266 of the Lancaster County Code of Ordinances related to procurement process exemptions so as to add use of Brand Name or Equal purchase descriptions; and to provide for other matters related thereto.

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1326.
SECONDED by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney

Ordinance Title: An Ordinance to amend Lancaster County Ordinance Number 851 adopted September 24, 2007 so as to define the selection, status and duties of the attorney responsible for the County's legal issues.

Larry Honeycutt moved to approve Ordinance 2015-1327. SECONDED by Charlene McGriff.

Larry McCullough moved to amend the motion by adding Section 2-105: Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney. SECONDED by Charlene McGriff. Passed 7-0.

The main motion to approve Ordinance 2015-1327 as amended was approved by a vote of 7-0.

1st Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance.

Andy Rowe reported to Council that the Planning Commission voted to approve the text amendment with the following condition: The Zoning Administrator is authorized to order the removal of the structure at the termination of the dependent care with a period of up to 90 days.

Larry Honeycutt made a MOTION to approve 1st Reading of Ordinance 2015-1328 as recommended by the Planning Commission with the condition that the Zoning Administrator is

Exhibit C

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2015-1327
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney to the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall appoint a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county and has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The Office of the County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; Prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting

ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions. Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, utility district, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the county Administrator.

Section 2-105 – Other legal representation.

Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney.

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: 1-12-15
Second Reading: 1-26-15
Third Reading: 2-9-15

Approved as to form:

County Attorney

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Director Morris Russell
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – August 11, 2015 County Council – August 24, 2015

Issue for Consideration:

Approval for Local Emergency Management Performance Grant (LEMPG) – 15EMPG01.

Points to Consider:

This is an annual formula grant used to enhance Emergency Management operations.

The main focus of the grant this year will be to replace the command vehicle assigned to Patrick Helms. It is an SUV vehicle with extra communication and command/ control equipment for use at emergency scenes.

Funding and Liability Factors:

This is a 100% financial grant. The local match is in-kind services provided by our county personnel.

The grant amount for this cycle will be \$58,524.

Council Options:

Council may accept or reject the grant.

Staff Recommendation:

Proceed with the grant as we always have. I would note that due to time constraints (45 day limit and this came in too late to make the July Committee schedule) in accepting the grant or losing the funding, I have approved the grant award (based on this being a long standing formula grant we routinely accept). I did not think it rose to the point of needing a special Committee meeting.

Committee Recommendation:

The Public Safety Committee recommends approval.

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

July 7, 2015

Morris Russell, Director
Lancaster County Emergency Management
P.O. Box 1809
Lancaster, SC 29721

REF: 2015 LEMPG Allocations

Dear Mr. Russell:

Enclosed are two copies of the Grant Award allocating Lancaster County \$58,524 under the FY2015 Local Emergency Management Performance Grant (LEMPG) for the twelve month grant period. Please return one copy of the award document signed by your authorized county official (administrator/county manager) to the attention of Kim Stenson no later than August 15, 2015. Retain the second copy of the Award Document for your files.

The period of performance for the FY2015 LEMPG is July 1, 2015 to June 30, 2016. Progress and financial reports for this grant award are required quarterly in conjunction with the State Fiscal Year:

PERIOD

July 1, 2015 – September 30, 2015
October 1, 2015 – December 31, 2015
January 1, 2016 – March 31, 2016
April 1, 2016 – June 30, 2016

DUE DATE

October 10, 2015
January 10, 2016
April 10, 2016
July 10, 2016

Progress reports should include the status of all objectives of the grant, detailing delays with anticipated completion dates. Your reporting package should include the worksheets with a brief narrative outlining accomplishments and shortfalls, if any. Financial reports are to be submitted at the same time using the form provided in your application packet. Progress and financial reports should be addressed to Morgan Denny, Director of Finance and Administration. Reimbursements will not be processed until all reports are received for grant compliance.

Budget revisions or extensions to this grant must be submitted to my attention, with a copy to your Regional Emergency Manager. Budget revisions may be processed during the period of performance. Final requests for revisions must be submitted no later than May 31, 2016.

If you have any questions or need further assistance, please do not hesitate to let us know.

Sincerely,

Handwritten signature of Kim Stenson.

Kim Stenson
Director

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570

Enclosures

SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION
2779 Fish Hatchery Road
West Columbia, SC 29172-2024

GRANT AWARD

SUBRECIPIENT: Lancaster County Emergency Management

DATE: July 7, 2015

GRANT PERIOD: 07/01/15 – 06/30/16

PROGRAM NAME: LEMPG

CFDA No.: 97.042

GRANT NO: 15EMPG01

TOTAL AWARD: \$58,524

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 15EMPG01, hereby awards to the aforementioned *SUBRECIPIENT* a federal award in the amount shown above. This amount is inclusive of the Lancaster County project award(s) as specified in the *FY-2015 Local Emergency Management Performance Grant* application. South Carolina Emergency Management Division will pay WebEOC costs for those counties that have elected to contract WebEOC support. However, that project and amount must be included in the scope of work and budget worksheets. Additionally, this award includes the amount, if requested, for the CERT program. The CERT work and amount must also be included in the scope of work and budget worksheets. This grant award is subject to the terms and conditions set forth in the application.

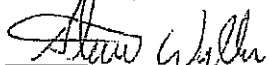
The grant shall become effective as of the date of award and upon return of an original signed copy of this document by the *SUBRECIPIENT's* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within thirty (45) days from the above date. It is agreed that quarterly progress, finance and other reports, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *SUBRECIPIENT*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements to include equipment accountability as set forth in 2 Code of Federal Regulations (CFR) 200, as they relate to the application acceptance and use of federal funds.



Kim Stenson, Director
South Carolina Emergency Management Division
Office of the Adjutant General

Acceptance for the SUBRECIPIENT:



County Administrator/Manager

Date: 7-9-2015

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Director Morris Russell on behalf of the Flat Creek FD
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – August 11, 2015 County Council – August 24, 2015

Issue for Consideration:

Approval for FEMA Grant.

Points to Consider:

This is FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match.

The grant will purchase thirteen (13) sets of Wildland turnout gear. This is used for both fighting brush fires as well as vehicle crash extrication situations.

The equipment complies with NFPA standards and meets the guidelines as established by the Lancaster County Fire Commission.

The request for acceptance has been endorsed by the Fire Commission.

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$14,465 with grant funding of \$13,777 and a local match of \$688.

The local match is in the County FY 2015-16 budget.

Council Options:

Council may accept or reject the grant.

Staff Recommendation:

Proceed as recommended by the Fire Commission. A motion to approve the grant as presented is needed.

Committee Recommendation:

The Public Safety Committee recommends approval.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Director Morris Russell on behalf of the Tradesville FD
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – August 11, 2015 County Council – August 24, 2015

Issue for Consideration:

Approval for FEMA Grant.

Points to Consider:

This is FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match.

The grant will purchase a washer/ extractor and air dryer for firefighter turnout gear.

The equipment complies with NFPA standards and meets the guidelines as established by the Lancaster County Fire Commission.

The request for acceptance has been endorsed by the Fire Commission.

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$17,018 with grant funding of \$16,208 and a local match of \$810.

The local match is in the County FY 2015-16 budget.

Council Options:

Council may accept or reject the grant.

Staff Recommendation:

Proceed as recommended by the Fire Commission. A motion to approve the grant as presented is needed.

Committee Recommendation:

The Public Safety Committee recommends approval.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0883-R2015

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO NEW INCENTIVE AGREEMENTS OR TO AMEND EXISTING INCENTIVE AGREEMENTS WITH NUTRAMAX MANUFACTURING, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC., NUTRAMAX LABORATORIES, INC., OR WITH ONE OR MORE EXISTING OR TO-BE-FORMED SUBSIDIARIES AND AFFILIATED ENTITIES, PROVIDING INCENTIVES FOR NEW INVESTMENTS AND THE CREATION OF NEW FULL-TIME JOBS BY THE RESPECTIVE COMPANIES INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Lancaster County, South Carolina (the **"County"**), acting by and through its County Council (the **"Council"**), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the **"FILOT Statute"**), to enter into agreements with any industry whereby the industry would make fee-in-lieu-of tax (**"FILOT"**) payments with respect to qualified projects; through which powers the development of the State of South Carolina (the **"State"**) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, the County previously recruited a project (the **"Original Project"**) in the County by Nutramax Manufacturing, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., and Nutramax Laboratories, Inc. (sometimes collectively referred to herein, together with one or more existing or to-be-formed subsidiaries and affiliated entities, as the **"Company"**);

WHEREAS, in connection with the Original Project, the County and Nutramax Manufacturing, Inc. entered into a June 28, 2010 Fee Agreement (the **"Fee Agreement"**); the County, Nutramax Properties, LLC and Nutramax Laboratories, Inc. entered into a June 28, 2010 Infrastructure Credit Agreement (the **"Infrastructure Credit Agreement"**); and the County, Nutramax Laboratories, Inc., Nutramax Manufacturing, Inc., the County Economic Development Corporation and the City of Lancaster, South Carolina (the **"City"**) entered into a June 7, 2010 Incentive Agreement (the **"Incentive Agreement"**) (collectively, the Fee Agreement, the Infrastructure Credit Agreement, and the Incentive Agreement are collectively 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 is recruiting an additional investment in the County by the Company of approximately \$15 million and 125 new, full-time jobs (the “**New Project**”);

WHEREAS, the Original Project is presently located at three sites in the County, including one site in the City (the “**Three Sites**”), and it is presently contemplated that the New Project will be located at one or more of the Three Sites and/or an additional site in the County (the “**Additional Site**”), so that all references in this Resolution to investments and jobs are intended to include investment and jobs located at any of the Three Sites, including the Company’s City site, and the Additional Site;

WHEREAS, the Council, in order to induce the Company to locate the New Project in the County, has committed to the Company that, if the Company commits to locate the New Project in the County, the Council will take certain actions and provide certain incentives for the New Project and the Original Project (collectively, the Original Project and the New Project are referred to as the “**Expanded Project**”), including, without limitation, extending the period during which reduced FILOT payments may be made and extending the special source revenue credit (“**SSRC**”) applicable to the Company’s investments;

WHEREAS, the County has determined, on the basis of the information supplied to it by the Company, that the New Project would be a “project” as that term is defined in the FILOT Statute and that the New Project would serve the purposes of the FILOT Statute, and the County desires to induce the Company to make the investment in the New Project and to create the jobs associated with the New Project, as described herein.

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

1. **Incorporation.** The above recitals are incorporated into this Resolution as if the recitals were set out in this Resolution in its entirety.
2. **Official Action; Inducement Resolution.** The adoption of this Resolution is an official action by the Council to identify, reflect and induce the New Project under the FILOT Statute. For purposes of the FILOT Statute, this Resolution is an “Inducement Resolution.”
3. **County Commitments.** If the Company commits to locate the New Project in the County and, in connection therewith, to increase the Company’s total investment in the County to \$44 million, and to increase the Company’s total employment in the County to 325 new, full-time jobs, with benefits, then the County commits, at the option of the Company, to either enter into one or more new agreements or to amend the 2010 Agreements, or some combination thereof, all in form and manner satisfactory to the County and the Company, containing substantially the following terms:

- (a) Additional Site. The real property subject to the Fee Agreement shall include the Additional Site, and the 50% SSRC referenced in Section 3(c) of this Resolution shall also apply to the Company's FILOT payments on the Additional Site.
 - (b) Term. The term of the Fee Agreement shall be increased by 10 years, from 30 years to 40 years with respect to all of the parcels subject to the Fee Agreement – specifically, the Three Sites and the Additional Site; provided, however, that for the parcel located in the City, the increase of the term is contingent upon the approval of the City.
 - (c) SSRC. The term of the 50% SSRC currently applicable to the Original Project shall be extended to include investments made on or before December 31, 2024, so that for each year's investments made by the Company at the Expanded Project sites through 2024, such 50% SSRC shall apply for 10 years after such investment is made.
 - (d) 43 Acre Tract. (i) The agreement of the County that the Company has satisfied all conditions and requirements imposed by Article II of the Incentive Agreement with respect to the 43 acre tract referenced therein (the County shall terminate, release and/or satisfy, as applicable, any mortgages or other liens that the County may have with respect to the 43 acres), (ii) the agreement of the Company that the County has satisfied the conditions and requirements imposed by Article III(a)(vi) of the Incentive Agreement to provide a 95% special source revenue credit for the 43 acre tract, and (iii) the agreement of the County that the 50% SSRC referenced in Section 3(c) of this Resolution shall also apply to the Company's FILOT payments on the 43 acre tract.
- 4. Additional Commitment. All investment and job numbers set forth in this Resolution are in addition to, and separate and apart from, any investment and job commitments that have been made by the Company in the 2010 Agreements. All FILOT and SSRC and other benefits to be provided by the County to the Company pursuant to this Resolution are in addition to, and separate and apart from, any benefits that the County has committed to provide to the Company in the 2010 Agreements.
 - 5. New Obligations; Clawback. If, between January 1, 2014 and December 31, 2019, the Company has not invested at least \$15 million in the New Project (the "**Investment Commitment**") and has not created at least 125 new full-time jobs (*i.e.*, at least thirty (30) hours per week) at the Expanded Project, (i) with an average hourly wage not less than thirteen dollars and fifteen cents (\$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 "**Jobs Commitment**"), then the additional 50% SSRC to be provided to the Company pursuant to this Resolution shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Investment Commitment and Jobs Commitment; *provided, however*, that an overperformance in either the Investment Commitment or Jobs Commitment can serve to offset an underperformance in the other category.
 - 6. Multi-County Park. Council shall use its best efforts to place the Additional Site in a multi-county park created pursuant to Sections 4-1-170, 4-1-172 and 4-1-175 of the Code

of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution.

7. Findings and Determinations. The Council finds and determines that, after considering all relevant factors and criteria as prescribed by law, that (i) 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 provided locally, (ii) the New Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the New Project are proper governmental and public purposes, and (iv) the benefits of the New Project are greater than the costs.
8. Other Entities. One or more of the Council's commitments and agreements contained in this Resolution may be subject to the approval of a granting or approving entity other than Council, in which case, the decision to approve is not controlled by the County.
9. Approval of Agreements. Council shall approve any new agreements or amendments to the 2010 Agreements, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.
10. Controlling Provisions. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling. It is Council's intention that this Resolution controls over, and supercedes in all respects, the provisions of Resolution No. 0858-R2015, adopted on December 8, 2014,
11. Effective Date. This Resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

Adopted this 24th day of August, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

~#4825-1286-8134 v.5~

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0886-R2015

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A FEE AGREEMENT WITH LCI-LINEBERGER CONSTRUCTION, INC., AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT INCLUDING THE PROVISION OF A SPECIAL SOURCE REVENUE CREDIT; TO IDENTIFY THE PROJECT FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT PROPERTY IN A MULTI-COUNTY PARK; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, LCI-Lineberger Construction, Inc., a South Carolina corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to expand its facilities in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project is anticipated to result in an investment of approximately \$3.67 million and the creation of approximately 73 new, full-time jobs; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") and infrastructure and/or special source revenue credits ("SSRCs") with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCP Laws"), the County is authorized to create a multi-county park (an "MCP Park") pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement"); and

WHEREAS, the County intends by this Resolution to commit itself to: (i) enter into a negotiated fee-in-lieu of tax agreement with the Company under the Act; (ii) provide for SSRCs against the FILOT Payments to be made by the Company in connection with the foregoing fee-in-lieu of tax arrangements; and (iii) locate the Project in an MCP Park.

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

1. The adoption of this Resolution is an official action by the County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution." For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

2. The County commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a Fee Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an investment period of five (5) years (the "Investment Period"); and
- b. the Company's commitment to invest at least three million six hundred seventy thousand dollars (\$3,670,000) in the Project, not later than the end of the Investment Period (the "Investment Commitment"); and
- c. the Company's commitment to create, not later than the end of the Investment Period, not less than seventy-three (73) new full-time jobs (*i.e.*, at least thirty (30) hours per week), (i) with an average hourly wage not less than fourteen dollars and fifty cents (\$14.50), including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation, and (ii) with health care benefits (the "Jobs Commitment"); and
- d. calculation of FILOT Payments using an assessment ratio of six percent (6%) and a fixed millage rate of 289.4 mills for the entire term of the Fee Agreement; and
- e. a term of twenty (20) years for the Fee Agreement and for each phase of the Project; and
- f. a special source revenue credit equal to fifteen percent (15%) of the FILOT Payments for years one through five due in connection with the Fee Agreement; and
- g. pro rata repayment of any special source revenue credit taken by the Company if either the Investment Commitment or Jobs Commitment is not met; and
- h. the Company's commitment to reimburse the County for its administrative expenses, including attorney's fees.

3. Council shall use its best efforts to adopt a new Park Agreement or amend an existing Park Agreement to include the Property, to the extent that the Property, or any portion thereof, is

not currently subject to a Park Agreement. The period of time for inclusion of the Property in an MCP Park shall be for at least the longer of a 20-year period or the period of time the FILOT arrangement is in place.

4. (A) The County shall use its best efforts to (i) include the site on which the Project is located in the Duke Site Readiness Program, (ii) assist the Company in locating potential grants from utilities for any public infrastructure costs associated with the Project, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in this Section 4, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

5. Council's commitments and agreements contained in Sections 3 and 4 are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

6. Council shall approve the Fee Agreement, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.

7. County Council finds that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

8. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

9. This Resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

Adopted this __ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RESOLUTION NO. 0887-R2015

A RESOLUTION

A RESOLUTION AUTHORIZING THE DEFEASANCE OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$38,410,000 SCAGO PUBLIC FACILITIES CORPORATION FOR LANCASTER COUNTY, INSTALLMENT PURCHASE REVENUE BONDS (LANCASTER COUNTY PROJECT), SERIES 2006.

WHEREAS, pursuant to Ordinance No. 934 enacted by the Lancaster County Council (the "Council") on August 13, 2008 (the "Sales Tax Ordinance"), and a successful referendum (the "Referendum"), a one percent (1%) capital projects sales tax (the "Sales Tax") was imposed in Lancaster County, South Carolina (the "County"); and

WHEREAS, pursuant to a Resolution of the Board of Directors of SCAGO Public Facilities Corporation for Lancaster County (the "Corporation") dated December 2, 2008, and a Trust Agreement dated January 28, 2009, between the Corporation and Wells Fargo Bank, N.A., as trustee (the "Trustee"), the Corporation issued its \$38,410,000 original principal amount SCAGO Public Facilities Corporation for Lancaster County Installment Purchase Revenue Bonds (Lancaster County Project) Series 2009 dated January 28, 2009 (the "Bonds"), which are presently outstanding in the principal amount of \$14,450,000; and

WHEREAS, the County has heretofore applied the revenues received by it from the Sales Tax to pay the Installment Payments (as defined in the Installment Purchase and Use Agreement dated January 28, 2009, between the County and the Corporation) due with respect to the Bonds; and

WHEREAS, the County has sufficient Sales Tax revenue and other available funds on deposit with the Trustee to defease the outstanding balance of the Bonds prior to their final maturity on December 1, 2016.

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

1. The Council hereby approves the defeasance of the Bonds from available moneys, including Sales Tax revenues [currently] held by it and other amounts on deposit with the Trustee; and
2. The Council hereby authorizes the County Administrator to take all actions to accomplish the defeasance of the Bonds, including but not limited to negotiating the terms of and executing on behalf of the County an Escrow Agreement with the Trustee, as escrow agent.

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And it is so resolved, this ____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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)

RESOLUTION NO. 0888-R2015

A RESOLUTION

A RESOLUTION AUTHORIZING THE CASH DEFEASANCE OF THE OUTSTANDING BALANCE OF THE ORIGINAL PRINCIPAL AMOUNT \$2,973,657.50 LANCASTER COUNTY, SOUTH CAROLINA SPECIAL SOURCE REVENUE BONDS, SERIES 2006 (BAILES RIDGE PROJECT) CONVERTIBLE DEFERRED INTEREST BONDS.

WHEREAS, pursuant to Ordinance No. 703 enacted by the Lancaster County Council (the "Council") on January 9, 2006, Lancaster County, South Carolina (the "County") issued its \$2,973,657.50 Special Source Revenue Bonds, Series 2006 (Bailes Ridge Project) Convertible Deferred Interest Bonds (the "Bonds"); and

WHEREAS, the Bonds maturing in the years 2017 through 2020 are subject to redemption on May 1, 2016, at a redemption price of 101% plus accrued interest; and

WHEREAS, by cash defeasing the Bonds, the County can realize a significant savings in interest costs over the life of the Bonds as well as discharging the pledge of the revenues securing the Bonds; and

WHEREAS, Wells Fargo Bank, as Trustee for the Bonds (the "Trustee") currently has on deposit in various funds related to the Bonds sufficient funds to cash defease the Bonds.

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

1. The Council hereby approves the cash defeasance of the Bonds from amounts on deposit with the Trustee;
2. The Council hereby authorizes the County Administrator to take all actions to accomplish the cash defeasance including but not limited to negotiating the terms of and executing on behalf of the County an Escrow Agreement with the Trustee as escrow agent.

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And it is so resolved, this ____ day of _____, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 0889-R2015

COUNTY OF LANCASTER

)

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A RESOLUTION

APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FOREBEARANCE AGREEMENT RELATED TO THE \$24,115,000 PRINCIPAL AMOUNT EDENMOOR IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2006A AND \$11,500,000 EDENMOOR IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2006B AND THE ASSESSMENTS RELATED THERETO; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, authorized the creation of the Edenmoor Improvement District (the "District"), relating to an approximately 868-acre residential development known as "Edenmoor" (the "Edenmoor Development"); and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006 (the "Bond/Assessment Ordinance"), authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the "Series A Bonds") and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds"); and

WHEREAS, the County understands that Edenmoor Acquisition LLC, or one of its affiliated assignees (the "Sole Bondholder"), is the owner of 100% of the Series A Bonds and 100% of the Series B Bonds; and

WHEREAS, the Bonds were issued in order to fund certain improvements within or associated with the Development, which Bonds are payable from and secured by non-*ad valorem* assessments imposed upon the parcels therein (the "Assessments"); and

WHEREAS, the Assessments presently consist of an Assessment A securing the Series A Bonds, and an Assessment B securing the Series B Bonds, each as further described in the Assessment Report and the Assessment Rolls for the District (collectively, the "Assessment Documents"), including the Rate and Method of Apportionment prepared for each of the Assessment A and Assessment B (collectively, the "Rates and Methods of Apportionment"), which Assessment Documents were originally approved by the Bond/Assessment Ordinance; and

WHEREAS, the original developer of the Development, Lawson's Bend, L.L.C. (the "Prior Developer"), ceased development of the Development in 2009 and thereafter defaulted in its payment of Assessments and *ad valorem* taxes imposed and/or levied upon certain parcels within the Development, which led to tax sales of such parcels (the "Purchased Parcels") being conducted under South Carolina law, and Events of Default under the Master Trust Indenture and First Supplemental Trust Indenture, each dated as of June 1, 2006 (collectively, the "Indenture"), between the County and Wells Fargo Bank, N.A., as trustee (the "Trustee"); and

WHEREAS, in October, 2011, Edenmoor Land Acquisition, LLC, a Delaware limited liability company, and Edenmoor Land Acquisition II, LLC, a Delaware limited liability company (collectively, the "Purchaser"), an affiliate of the Sole Bondholder, purchased all of the parcels within the Development for which the Prior Developer had defaulted on its payment of Assessments; and

WHEREAS, the Purchaser (or the Sole Bondholder acting on its behalf) has requested that the County defer payment of the Assessments for the parcels more particularly listed on Schedule I attached hereto (the "Developer Parcels"), to be imposed for calendar year 2015 and collected in 2016 (e.g., 2015 tax year), and direct the Trustee to execute a 2015 Forbearance Agreement with the County (the "2015 Forbearance Agreement"); and

WHEREAS, the Purchaser has represented to the County that it intends to pay or otherwise satisfy its obligation to pay the Developer Parcels Assessments in full but desires to pay or otherwise satisfy them, without interest or penalty, after the due date thereof (January 15, 2016), and that, although the Developer Parcels Assessments for calendar year 2015 would be deferred as described above, such Developer Parcels Assessments are not being forgiven, and the Purchaser's payment obligation with respect thereto would be paid on the Payment Date (as defined in the 2015 Forbearance Agreement), which would occur not more than two years after the date of the 2015 Forbearance Agreement unless there is delivered an opinion of nationally recognized bond counsel satisfactory to the County that the continued extension of the Payment Date will not adversely affect the tax-exempt status of the Bonds; and

WHEREAS, under Section 10.06 of the Master Indenture, the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture; and

WHEREAS, by virtue of its execution of the 2015 Forbearance Agreement, the Sole Bondholder will have consented to the deferral of the Developer Parcels Assessments contemplated by the 2015 Forbearance Agreement, and such consent shall constitute direction for the Trustee to join in the execution and delivery of the 2015 Forbearance Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA, AS FOLLOWS:

1. The County Council intends by subsequent resolution to approve the Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2015 and Collection in 2016; however, at the request of the Purchaser, County Council hereby approves deferring the collection of the Developer Parcel Assessments without interest or penalty, after the due date thereof (January 15, 2016).

2. The form, terms and provisions of the 2015 Forbearance Agreement, a copy of which has been presented to Council at the meeting during which this Ordinance was enacted, and filed with the Clerk of the County, be and are hereby approved. The Chair of the Council and the County Administrator, or either of them acting alone, is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2015 Forbearance Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chair of the Council and the County Administrator, or either of them acting alone, with advice from the County Attorney, is hereby delegated the authority to approve such changes in the form, terms and provisions of the 2015 Forbearance Agreement, and to execute any amendments thereto, all as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, and the execution and delivery thereof shall constitute conclusive

evidence of approval of any and all changes or revisions therein from the form attached hereto as Exhibit A and approval of any amendments thereto.

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

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

Schedule I

List of Developer Parcels

[TO BE PROVIDED]

FORM OF

2015 FORBEARANCE AGREEMENT DATED _____, 2015

REGARDING THOSE CERTAIN:

**\$24,115,000 ORIGINAL PRINCIPAL AMOUNT
LANCASTER COUNTY, SOUTH CAROLINA
EDENMOOR IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2006A (THE "SERIES 2006A BONDS")
CUSIP NUMBER: 514088AE3**

AND

**\$11,500,000 ORIGINAL PRINCIPAL AMOUNT
LANCASTER COUNTY, SOUTH CAROLINA
EDENMOOR IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2006B (THE "SERIES 2006B BONDS")
CUSIP NUMBER: 514088AD5
(COLLECTIVELY, THE "BONDS")**

This **2015 FORBEARANCE AGREEMENT** (the "Agreement") is entered into between **LANCASTER COUNTY, SOUTH CAROLINA** (the "Issuer") and **WELLS FARGO BANK, N.A.** as trustee (the "Trustee") under the Master Trust Indenture dated as of June 1, 2006, as amended and supplemented (the "Master Indenture"), including as amended and supplemented particularly by the First Supplemental Trust Indenture dated as of June 1, 2006 (the "First Supplemental Indenture") and the Second Supplemental Trust Indenture dated April 15, 2013 (the "Second Supplemental Indenture" and, together with the Master Indenture and the First Supplemental Indenture, the "Indenture"), each between the Trustee and the Issuer, under which the Bonds were issued.

WITNESSETH

WHEREAS, capitalized terms not otherwise defined herein shall be as defined in the Indenture;

WHEREAS, the Issuer has previously issued the Bonds to fund certain improvements (the "Series 2006 Project") to be associated with that certain residential development known as "Edenmoor," consisting of approximately 868 acres in the northwestern portion of Lancaster County, South Carolina (referred to herein as "Edenmoor" or the "Development");

WHEREAS, the Bonds are payable from and secured by non-*ad valorem* assessments imposed upon all of the parcels within the Development (the "Assessments");

WHEREAS, the original developer of Edenmoor, Lawson's Bend, L.L.C. (the "Prior Developer"), ceased development of Edenmoor in 2009 and, thereafter, defaulted in its payment of Assessments imposed upon certain parcels within the Development;

WHEREAS, on October 28, 2011, Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC (collectively, the "Purchaser") purchased all of the parcels within the Development for which the Prior Developer had defaulted on its payment of Assessments;

WHEREAS, the *ad valorem* real property taxes to be levied upon the parcels owned by the Purchaser as of the date of this Agreement that are shown on Exhibit A attached hereto (the "Developer Parcels"), for calendar year 2015 (to be collected in 2016), less adjustments for local option sales tax credits, plus Indian Land fire fees for applicable parcels (the "2015 Property Taxes"), and the Assessments to be imposed upon the Developer Parcels for calendar year 2015 (to be collected in 2016) (the "2015 Assessments") will be due and payable, without interest penalty, on January 15, 2016;

WHEREAS, during calendar year 2015, the Purchaser has heretofore sold or hereafter intends to sell one or more lots representing a portion of the Developer Parcels (the "2015 Sold Developer Parcels"), and the parties desire to establish a procedure for collection, disposition and application of amounts collected by the Purchaser allocable to the 2015 Assessments related to the 2015 Sold Developer Parcels;

WHEREAS, the Purchaser has represented to the Issuer that it intends to timely pay the 2015 Property Taxes, when due, but has requested that the Issuer and the Trustee defer the date on which the payment of the 2015 Assessments is required to occur, as further provided herein;

WHEREAS, Edenmoor Acquisition LLC, which is an affiliate of the Purchaser, is the owner of 100% of the Series 2006A Bonds and the Series 2006B Bonds (the "Sole Bondholder");

WHEREAS, it is acknowledged that the Purchaser and the Sole Bondholder are affiliates, and that the payment of Assessments by the Purchaser is used to pay, among other things, debt service on the Bonds held by the Sole Bondholder;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Status of 2015 Property Taxes and Assessments.** The Issuer hereby acknowledges that: (1) neither the 2015 Property Taxes nor the 2015 Assessments have yet been levied or imposed; (2) it intends to levy the 2015 Property Taxes and impose the 2015 Assessments in September 2015 according to its customary and usual practice; and (3) the Purchaser has represented to the Issuer that it intends to timely pay the 2015 Property Taxes, when due, but is requesting a deferral of the payment of the 2015 Assessments as described herein. The 2015 Assessments, when imposed by the Issuer according to its customary and usual practice, will be valid and in full force and effect and will represent a valid first lien against the subject real property within the Development.

2. **Estimated Amount of 2015 Assessments.** The 2015 Assessments are estimated to be imposed in the amount of \$[_____].

3. **Events of Default Exist.** Due to the nonpayment of prior Assessments, an Event of Default exists under the Indenture. Except as may be expressly provided herein, the Trustee does not waive any Events of Default or events that with the passage of time or the giving of notice would represent Events of Default.

4. **Purchaser Representations; Deferral of Payment of 2015 Assessments.**

(a) By its execution hereof, the Purchaser represents that it intends to pay or otherwise satisfy its obligation to pay the 2015 Assessments in full but desires to pay or otherwise satisfy them, without interest or penalty, after January 15, 2016, as described herein; the Purchaser further confirms

that it (or the Sole Bondholder on its behalf) has requested a deferral of the payment of the 2015 Assessments.

(b) The Issuer and the Trustee agree to defer the payment of the 2015 Assessments until the earlier of (i) a consensual restructuring of the portion of the Bonds which are secured by and payable from the 2015 Assessments has been agreed to or (ii) the Sole Bondholder has directed the 2015 Assessments to be collected (the "Payment Date"); provided, in no event shall the Payment Date occur after the date which is two years after the date of this Agreement unless there is delivered an opinion of nationally recognized bond counsel that the continued extension of the Payment Date will not adversely affect the tax-exempt status of the Bonds.

(c) By its execution hereof, the Sole Bondholder consents to the deferral of the 2015 Assessments described above and the nonpayment of the Bonds from the deferral of the 2015 Assessments. The Trustee, at the direction of the Sole Bondholder, hereby agrees to forbear from any remedial actions based upon the existence of that one Event of Default only which is or will be created under the Indenture solely by the deferred payment of the 2015 Assessments described above.

(d) The parties hereto and the Purchaser, by its execution hereof, acknowledge that the 2015 Assessments, although deferred as described above, have not been and will not be forgiven, nor shall the Purchaser's payment obligation with respect thereto be released.

(e) The Purchaser represents that, in connection with sales of 2015 Sold Developer Parcels during calendar year 2015, it has heretofore received or expects to receive amounts which are estimated to pay the 2015 Assessments in connection with such 2015 Sold Developer Parcels. The Purchaser, by its execution hereof, covenants to deposit with the Trustee such amounts as are equal to the portion of the 2015 Assessments allocable to the 2015 Sold Developer Parcels, which deposits shall be made (a) with respect to 2015 Sold Developer Parcels which are sold by the Purchaser during calendar year 2015 on or prior to the date the County Council for the Issuer approves the annual update to the Assessment Roll (the "Approval Date"), within 30 days after the Approval Date, and (b) with respect to 2015 Sold Developer Parcels which are sold by the Purchaser during calendar year 2015 after the Approval Date, on or about such sale date, and the parties hereto acknowledge that such amounts deposited with the Trustee shall be applied to the payment of the applicable portion of the 2015 Assessments as and when the applicable portion of the 2015 Assessments are no longer deferred pursuant to paragraph (b) above.

(f) By its execution hereof, the Sole Bondholder agrees to protect, indemnify and hold harmless the Issuer against any and all liability, losses, damages, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature, investigations or audits resulting from, arising out of or in connection with the deferral of the 2015 Assessments described above or the nonpayment of the Bonds therefrom.

5. Entire Agreement; Modifications. This Agreement sets forth all agreements, terms, conditions, and understandings of the parties with regard to its subject matters and supersedes any prior or contemporaneous agreements, terms, conditions, and understandings. This Agreement may be modified only by a written agreement signed by all parties.

6. No Third Party Beneficiaries. The Issuer and the Trustee agree that there are no third parties who are intended to benefit from (other than the Sole Bondholder), or entitled to rely upon, this Agreement or any of its provisions other than those entities who have joined this Agreement. No third party shall be entitled to assert any claims or enforce any rights whatsoever pursuant to this Agreement. This Agreement is solely for the benefit of the Issuer, the Sole Bondholder, and the Trustee and any permitted successors or assigns.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same document.

8. **Time.** Time is of the essence in this Agreement.

9. **Headings.** Titles and headings of the numbered sections or paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise to describe the subject matter of such sections or paragraphs and shall not be given any consideration in the construction of this Agreement.

10. **Authority for this Agreement.** The parties are entering into this Agreement pursuant to Section 10.06 of the Indenture, which provides that the holders of a majority in aggregate principal amount of the Bonds then outstanding shall have the right by an instrument in writing delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under the Indenture, provided that certain conditions are met.

11. **Governing Law.** The laws of the State of South Carolina shall govern the construction and interpretation of this Agreement.

12. **No Effect on 2011 Forbearance Agreement, 2013 Forbearance Agreement or 2014 Forbearance Agreement.** The parties acknowledge that they previously executed (a) a Forbearance Agreement dated February 13, 2012, as extended in 2014 (as so extended, the "2011 Forbearance Agreement"), related to the deferral of the Assessments for calendar year 2011 (to be collected in 2012) which Assessments (1) were imposed upon all of the parcels within the Development purchased by the Purchaser on October 28, 2011 (including the Developer Parcels), and (2) were scheduled to become due and payable, without penalty, on January 17, 2012 (the "2011 Assessments"); (b) a Forbearance Agreement dated October 14, 2013 (the "2013 Forbearance Agreement"), related to the deferral of the Assessments for calendar year 2013 (to be collected in 2014) which Assessments (1) were imposed upon all of the parcels within the Development purchased by the Purchaser on October 28, 2011 (including the Developer Parcels), and (2) were scheduled to become due and payable, without penalty, on January 15, 2014 (the "2013 Assessments"), and (c) a Forbearance Agreement dated January 15, 2014 (the "2014 Forbearance Agreement"), related to the deferral of the Assessments for calendar year 2014 (to be collected in 2015) which Assessments (1) were upon all of the parcels within the Development purchased by the Purchaser on October 28, 2011 (including the Developer Parcels), and (2) were scheduled to become due and payable, without penalty, on January 15, 2015 (the "2014 Assessments"). The parties acknowledge that, after giving effect to this Agreement, the 2011 Forbearance Agreement, the 2013 Forbearance Agreement, and the 2014 Forbearance Agreement shall continue to be in full force and effect; neither the execution of this Agreement, nor the effect of any of the provisions contained herein, shall affect the validity of the 2011 Forbearance Agreement, the 2013 Forbearance Agreement or the 2014 Forbearance Agreement or the deferral of the 2011 Assessments, 2013 Assessments, and the 2014 Assessments, respectively, contemplated thereby.

Therefore, the Issuer and the Trustee have executed this Agreement as of the above date.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Name: Bob Bundy
Title: Chair, County Council

ATTEST:

Debbie C. Hardin
Clerk to Council

WELLS FARGO BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

Acknowledged, Agreed and Consented:

EDENMOOR ACQUISITION, LLC, as Sole Bondholder

By: Saybrook Fund Investors, LLC, its Managing Member

By: _____
Name: Jeffrey M. Wilson
Title: Officer

EDENMOOR LAND ACQUISITION, LLC

By: Saybrook Fund Investors, LLC, its Managing Member

By: _____
Name: Jeffrey M. Wilson
Title: Officer

EDENMOOR LAND ACQUISITION II, LLC

By: Saybrook Fund Investors, LLC, its Managing Member

By: _____
Name: Jeffrey M. Wilson
Title: Officer

Exhibit A
List of Developer Parcels
[TO BE PROVIDED]

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RESOLUTION NO. 0890-R2015

APPROVING THE 2015 ASSESSMENT ROLL FOR THE EDENMOOR IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, authorized the creation of the Edenmoor Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the "Rates and Methods of Apportionment") including the Assessment Rolls for the District; and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A as provided for in Section C, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A as provided for in Section H.

And

The County shall update Appendix B-1 and B-2 of the Assessment Roll B each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment B as allocated for each Parcel, including any adjustments to the Assessment B as provided for in Section C, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment B for each Parcel, (v) the Annual Credit B and Annual Payment B to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section J, and (vii) termination of the Assessment B as provided for in Section I; and

WHEREAS, the Rates and Method of Apportionment Assessment B provides that:

"Improvement Area" means an area identified with the issuance of any Series B Bonds to be improved with Edenmoor Improvements B from the proceeds of the Series B Bonds to be issued."

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2015 and Collection in 2016 dated _____, 2015 (the "2015 Assessment Roll").

WHEREAS, pursuant to Resolution No. _____ adopted on August ____, 2015, County Council approved a Forbearance Agreement relating to the assessments to be imposed and collected on certain of the parcels purchased by Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC, and more particularly listed on Schedule I thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL AS FOLLOWS:

1. The County Council hereby approves, confirms and adopts the updated 2015 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

RESOLUTION #0891-R2015

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 677 enacted on October 3, 2005, authorized the creation of the Sun City Carolina Lakes Improvement District (the "District"); and

WHEREAS, the Rate and Method of Apportionment provides in Section F:

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2015 and Collection in 2016 dated _____, 2015 (the "2015 Assessment Roll").

1. The County Council hereby approves, confirms and adopts the updated 2015 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

**SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

**SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION #0894-R2015

DIRECTING THE COUNTY AUDITOR AND COUNTY TREASURER TO IMPOSE AND COLLECT A \$225 PER LOT ASSESSMENT IN THE BROOKCHASE SPECIAL TAX DISTRICT

WHEREAS, on December 30, 2010, County Council issued a General Obligation Bond Anticipation Note (Brookchase Special Tax District) in the principal amount of \$875,000 (the "Note"), the proceeds of which were used to provide infrastructure in the Brookchase Special Tax District including repairs and upgrades of roads in the Brookchase Special Tax District and all costs associated therewith;

WHEREAS, the Note has been renewed three times and the current principal balance is \$750,750; and

WHEREAS as of the date hereof, it is County Council's intention to issue a general obligation bond to retire the Notes at maturity in January 2016; and

WHEREAS, pursuant to Ordinance No. 1069 duly enacted by County Council on November 30, 2010, there is to be a uniform service charge to be assessed on an annual basis on all lots in the Brookchase Special Tax District to be used for the purposes set forth above; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL AS FOLLOWS:

1. The County Auditor and County Treasurer are hereby directed to impose and collect a \$225 per lot assessment in the Brookchase Special Tax District for the purposes set forth above.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0884 -R2015

A RESOLUTION

TO ACKNOWLEDGE AND CONFIRM THAT THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION HAS BEEN RELIEVED OF ITS OBLIGATIONS AND RESPONSIBILITIES TO REPRESENT LANCASTER COUNTY IN ITS ECONOMIC DEVELOPMENT EFFORTS.

WHEREAS, on August 10, 2015, Lancaster County Council voted favorably to deny future funding to the Lancaster County Economic Development Corporation and to establish an in-house Economic Development Department; and

WHEREAS, as the discussions, debate and decisions are made over the next few months on how best to accomplish this goal, Council believes it in the best interest of all economic development projects that this Resolution be published so as to avoid confusion and misunderstandings by all.

THEREFORE, BE IT RESOLVED that Lancaster County government hence forth shall undertake its economic development responsibilities internally and, further, that the Lancaster County Economic Development Corporation hereby is relieved of that obligation in support of Lancaster County. In so doing, Lancaster County pledges its best efforts in cooperating with Lancaster County Economic Development Corporation during this period of transition so as to continue the progress that has been made.

AND IT IS SO RESOLVED

Dated this ____ day of August, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

(SEAL)

ATTEST:

Debbie Hardin, Clerk to Council

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

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ORDINANCE NO. 2015-1365

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF REID WILKERSON/NBI INVESTMENTS III LLC, LOCATED AT 182 SPICE ROAD FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Steve Willis, Lancaster County Administrator, (per County Council) applied to rezone property located at 182 Spice Road from R-15P, Moderate Density Residential/Agricultural Panhandle District, to I-1, Light Industrial District.

(b) On July 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended to deny the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural District to I-1, Light Industrial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0010-00-001.00.

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 7th day of September, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: August 10, 2015 Passed 6-1
Second Reading: August 24, 2015
Third Reading: September 14, 2015

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Agenda Item Summary

Ordinance # / Resolution#: 2015-1366

Contact Person / Sponsor: John Weaver



Department: County Attorney

Date Requested to be on Agenda: August 24, 2015

Committee: Administration

Issue for Consideration: Whether or not it is appropriate to offer to LCI – Lineberger Construction, Inc. a Fee Agreement including Special Source Revenue Credit on property located at 1212 Kershaw Camden Hwy (Hwy 521), Lancaster, SC.

Points to Consider: Attached is a summary of the incentives being offered by the Fee Agreement. This proposal was generally outlined by the LCEDC several months ago and again was considered by Council in July. Upon proper motion/second being made, Council verbally authorized the incentives to be approved, subject to appropriate documentation.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Fee Agreement

Recommendation: Approval

RECAPITULATION OF CONTENTS OF FEE AGREEMENT

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal Name of Each Party to the Agreement – Lancaster County, South Carolina and LCI-Lineberger Construction, Inc.
2. County and Street Address of the Project and Property to be Subject to the Agreement – Lancaster County; 1212 Kershaw Camden Highway, Lancaster, South Carolina 29721 (Tax Map Nos. 0081-00-031.00, 0081-00-032.00, 0081-00-034.01, 0081-00-032.00, 0081N-0B-005.00, and 0081N-0B-006.00)
3. Minimum Investment Agreed Upon - \$3,670,000. See Section 1.1 for definition of Clawback Minimum Investment Requirement.
4. Length and Term of the Agreement – Twenty (20) years for each phase of the Project placed in service during the Investment Period. See Section 1.1 for definition of Termination Date.
5. Assessment Ratio Applicable for Each Year of the Agreement – Six percent (6%). See Section 4.1(a).
6. Millage Rate Applicable for Each Year of the Agreement – 289.4 mills. See Section 4.1(a).
7. Is the project to be located in a multi-county park formed pursuant to Article VIII, Section 13 of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code? Yes, Lancaster-Chesterfield Master Multi-County Park Agreement dated as of December 9, 2013.
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.1(c).
10. Will payment amounts be modified using a net present value calculation? No.
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1366

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND LCI-LINEBERGER CONSTRUCTION, INC., PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings.

The Lancaster County Council finds that :

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "County 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 the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) LCI-Lineberger Construction, Inc., a South Carolina corporation (referred to hereinafter as the "Company") intends to invest in the expansion of its facilities in the County through the acquisition of land, a building, 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 would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately \$3.67 million over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(d) pursuant to Resolution No. ____-R2015, adopted _____, 2015, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 289.4 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the investment period and any investment period extension to which the County and the Company agree, and for special source revenue credits equal to fifteen percent (15%) of the fee-in-lieu of tax payments for five (5) years;

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

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

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

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

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

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

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

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

Section 4. Cost-Benefit Findings.

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

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include (i) investment in real and personal property of at least \$3,670,000, (ii) an average annual increase in property taxes (FILOT payments) of approximately \$_____ after application of incentives, (iii) construction benefit of \$_____, (iv) facility operation benefit of \$_____, (v) employee benefit of \$_____, and (vi) visitor benefit of \$_____. The total benefit is estimated at \$_____;

(b) The cost of providing the incentives arrangement is estimated at (i) development costs of \$_____, (ii) operational costs of \$_____, and (iii) employee costs of \$_____. The total cost is estimated at \$_____.

(c) The benefit to cost ratio in year one is estimated at \$_____:1 and after year one at \$_____:1.

(d) The value of the FILOT incentive to the Company is estimated at \$_____ and the special source revenue credits at \$_____.

Section 5. Approval and Execution of Fee Agreement.

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

Section 6. 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 Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based

on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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:

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Exhibit A to Ordinance No. 2015-_____

**Fee Agreement
Lancaster County and LCI-Lineberger Construction, Inc.**

See attached.

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FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

LCI-LINEBERGER CONSTRUCTION, INC.

Dated as of _____, 2015

RECAPITULATION OF CONTENTS OF FEE AGREEMENT

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal Name of Each Party to the Agreement – Lancaster County, South Carolina and LCI-Lineberger Construction, Inc.
2. County and Street Address of the Project and Property to be Subject to the Agreement – Lancaster County; 1212 Kershaw Camden Highway, Lancaster, South Carolina 29721 (Tax Map Nos. 0081-00-031.00, 0081-00-032.00, 0081-00-034.01, 0081-00-032.00, 0081N-0B-005.00, and 0081N-0B-006.00)
3. Minimum Investment Agreed Upon - \$3,670,000. See Section 1.1 for definition of Clawback Minimum Investment Requirement.
4. Length and Term of the Agreement – Twenty (20) years for each phase of the Project placed in service during the Investment Period. See Section 1.1 for definition of Termination Date.
5. Assessment Ratio Applicable for Each Year of the Agreement – Six percent (6%). See Section 4.1(a).
6. Millage Rate Applicable for Each Year of the Agreement – 289.4 mills. See Section 4.1(a).
7. Is the project to be located in a multi-county park formed pursuant to Article VIII, Section 13 of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code? Yes, Lancaster-Chesterfield Master Multi-County Park Agreement dated as of December 9, 2013.
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.1(c).
10. Will payment amounts be modified using a net present value calculation? No.
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into 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 (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County, and LCI-LINEBERGER, INC., a corporation organized and existing under the laws of the State of South Carolina (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An ordinance that the County Council adopted on _____, 2015 (Ordinance No. 2015-____) (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes and special source revenue credits, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

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

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period.

“Clawback Minimum Investment Requirement” shall mean an investment in the Project of at least \$3,670,000 by the Company within the Investment Period.

“Clawback Minimum Jobs Requirement” shall mean the creation, not later than the end of the Investment Period, and maintenance, through the end of the Investment Period, by the Company of at least 73 new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than fourteen dollars and fifty cents (\$14.50), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean LCI-Lineberger Construction, Inc., a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (*i*) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (*ii*) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (*iii*) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under

the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that Section 12-44-70 of the Act and the MCP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to Section 12-44-70 of the Act, the MCP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2015 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations and Warranties of the County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Fee Agreement; (iii) it has approved this Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Fee Agreement.

Section 2.2 Representations and Warranties of the Company. The Company represents and warrants that:

(a) The Company is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

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

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a multi-county park pursuant to the MCP Act, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be collected and enforced as provided in Section 12-44-90 of the Act. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. Except as otherwise provided below, the fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments if approved by the County.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2015, which is 289.4 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as determined by appraisal as provided in Section 12-44-50(A)(1)(c)(i) of the Act. An election made pursuant to this paragraph applies prospectively and shall be evidenced by an amendment to this Fee Agreement executed by the Parties.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a five-year, 15% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 15% of the FILOT revenues for the Project to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

(d) The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company. For purposes of determining the amount expended on Infrastructure, the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form of the Department) as equivalent to the cumulative dollar amount expended by the Company on Infrastructure and the amount invested in the Project and for determining whether the Company has met or exceeded the investment requirement in subsection 4.2(c). In addition, the County and the Company agree that the Infrastructure Credits shall first apply to real property and infrastructure other than real property, notwithstanding any presumption under state law to the contrary.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Clawbacks; Cessation of Operations.

(a) If the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. If terminated, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require. The Company agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(b) Reserved.

(c) If the Company satisfies the Act Minimum Investment Requirement but does not satisfy either the Clawback Minimum Investment Requirement or the Clawback Minimum Jobs Requirement, or both, the Company shall be required to repay to the County a

portion of the Infrastructure Credits received and the repayment amount shall be calculated as follows:

Repayment Amount = Total Amount of Infrastructure Credits Received minus [dollar amount of Infrastructure Credits received times Clawback Achievement Percentage]

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$3,670,000) + (Maximum Number of Jobs Meeting Clawback Minimum Jobs Requirement / 73)] ÷ 2. *Provided, however*, that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Company satisfied the Act Minimum Investment Requirement during the Investment Period, created 85 jobs meeting the Clawback Minimum Jobs Requirement but only achieved a maximum investment of \$2,750,000, and if the Company had received \$50,000 in Infrastructure Credits, the Repayment Amount would be \$6,267, calculated as follows:

Clawback Achievement Percentage = (\$2,750,000 / \$3,670,000) + (85 / 75) ÷ 2 = (74.932% + 100%) ÷ 2 = 174.932 ÷ 2 = 87.466%

Repayment Amount = \$50,000 - (\$50,000 x 87.466%) = \$50,000 - \$43,733 = \$6267.

(d) Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Infrastructure Credits ends, and this Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.2(d), "ceases operations" means closure of the facility. The provisions of Section 4.2(c) relating to clawback apply if this Fee Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if the Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(e) On or before May 31 of the year following the end of the Investment Period, the Company shall certify to the County Auditor that the Company has complied with the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement as of the end of the Investment Period. If the certification is not made or is received after May 31 of the applicable year, then the clawback provisions of this section shall be applied.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that

said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) **Election to Terminate.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) **Election to Rebuild.** In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) **Election to Remove.** In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) **Partial Taking.** In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to

repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Right of Access and Inspection; Confidential Information.

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

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

Section 4.10 Assignment. The Company may assign this Fee Agreement in whole or in part without prior approval of the County, unless the prior written consent of the County or a subsequent written ratification by the County is required by the Act and in that event, such consent or ratification the County shall not be unreasonably withheld. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for

purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment. Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year on the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration Expenses. (A) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Fee Agreement, (ii) the preparation, review, approval and execution of other documents related to the Fee Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only in each case if such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of the aforementioned documents.

(B) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits or infrastructure credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one hundred dollars (\$100.00).

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

LCI-Lineberger Construction, Inc.
Attn: Kim Lineberger
P.O. Box 1239
Lancaster, SC 29721

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Lancaster County, South Carolina
Attn: County Administrator

101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

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

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum

incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit provided in Section 4.1(c) above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is

domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

LCI-LINEBERGER CONSTRUCTION, INC.

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

All that certain piece, parcel or tract of land, together with all improvements thereon, lying, being and situate in the City of Lancaster, County of Lancaster, State of South Carolina, containing 6.000 acres and being more particularly shown, described and designated on Plat of Survey entitled 'Plat of property of Jim Lineberger Grading & Paving, Inc.' prepared by R.H. Iseley, RLS, dated June 1, 1992 and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat No. 12647; reference to said plat is craved for a more minute description.

Tax Map No.: 81-32.01

PARCEL 2:

All that certain piece, parcel or tract of land, together with any and all improvements thereon, lying, being and situate approximately two (2) miles South of the City of Lancaster, Lancaster County, South Carolina, containing 5.8 acres, more or less, and being that certain 5.8 acres set out and described on Plat of Survey revised by F. E. Kerr on December 16, 1972 entitled, 'Plat Property of Donald Parker', and found recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, as Plat Number 3923, reference to which said Plat is craved for a more minute description as to the metes and bounds.

Tax Map No.: 81-34.01

All that piece, parcel or lot of land South of the City of Lancaster, State and County aforesaid, and known as the old land fill site and being described as follows: Beginning at an iron pipe 35 feet south of the centerline of Bear Creek and on the eastern edge of the Right of Way of Southern Railroad; thence N 44 11 E for 66.70 feet; thence N 29 30 for 83.22 feet; thence N 50 21 E for 70.20 feet; thence N 27 36 E for 67.91 feet to point in the center of Old Camden Highway and Bear Creek, thence S 24 02 E for 237.4 feet to a point in the centerline of said road; thence S 24 17 E for 672.06 feet to a point in the centerline of said road; thence S 23 36 E for 239.65 feet to a point in the centerline of said highway; thence S 87 37 W for 495.79 feet, more or less, to the eastern right of way of Southern Railroad, thence along the eastern edge of the Right of Way of Southern Railroad in a northerly direction to the point of beginning. See Plat Book 20 at Page 144.

Tax Map No.: 81-32

All that certain piece, parcel or lot of land, lying, being and situate on the South side of U.S. Highway No. 521 about one mile Southeast of the Town of Lancaster, in Lancaster County, South Carolina, fronting North on U.S. Highway No. 521 for a distance of 300' and running back South therefrom in a uniform width for a distance of 267 feet, designated as Tract 'A' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made by R. H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County

in Plat Book 16 at Page 230, reference to which plat is made for a more particular description.

All that piece, parcel or lot of land, lying, being and situate on the North side of the Old Camden Road about one mile Southeast of the Town of Lancaster in Lancaster County, South Carolina, fronting South on the Old Camden Road for a distance of 656.6 feet, containing 6.64 acres, designated as Tract 'B' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made by R.H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina in Plat Book 16 at Page 30, reference to which plat is made for a more particular description.

Tax Map No.: 81N-B-5 and 6

PARCEL 3:

All that certain piece, parcel or tract of land lying, being and situate approximately one mile southeast of the City of Lancaster in Lancaster County, South Carolina, southwest of U. S. Highway 521, containing 70.659 acres and being shown, described and designated as Tract A (1.300 acre), Tract B (11.955 acres) and Tract C (57.404 acres) on plat of survey entitled 'Plat of Property of James F. Lineberger' dated May 29, 2002, surveyed by J.C. Crumpler, RLS, and recorded as Plat No. 2002-305 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Tax Map No.: 81-31

For derivation, see Deed of Beverly Wrenn, Personal Representative of the Estate of James Franklin Lineberger to Kim Lineberger dated September 16, 2014 and recorded September 18, 2014 in Deed Book 820 Page 226, in the Register of Deeds Office, Lancaster County, South Carolina.

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1367

AN ORDINANCE

TO AUTHORIZE CERTAIN MODIFICATIONS TO THE EDENMOOR IMPROVEMENT DISTRICT AND THE EXISTING ASSESSMENT ROLL RELATED THERETO, INCLUDING CHANGING REFERENCES THEREIN TO THE WALNUT CREEK IMPROVEMENT DISTRICT, SUBDIVIDING SUCH IMPROVEMENT DISTRICT TO RELATE TO CERTAIN PARCELS OR AREAS THEREIN AND APPROVING REVISED ASSESSMENT ROLLS RELATING TO SUCH PARCELS OR AREAS; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) The County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006 (the "Improvement District Ordinance"), as corrected and confirmed by Resolution No. 527 (the "Resolution") established the Edenmoor Improvement District (the "Improvement District"), relating to an approximately 868-acre residential development known as "Edenmoor" (the "Development"), and approved the Assessment Roll A, including the Rate and Method of Apportionment of Assessment A attached as an appendix thereto (the "Original Assessment Roll A"), and the Assessment Roll B, including the Rate and Method of Apportionment of Assessment B attached as an appendix thereto (the "Original Assessment Roll B" and, together with the Original Assessment Roll A, the "Original Assessment Rolls");

(b) Pursuant to the Master Trust Indenture and the First Supplemental Trust Indenture, each dated as of June 1, 2006 (collectively, the "Original Indenture"), between the County and Wells Fargo Bank, N.A., as Trustee, the County has heretofore issued the \$24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of \$22,325,000 (the "Series 2006A Bonds"), and the \$11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement

District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of \$2,280,000 (the "Series 2006B Bonds" and, together with the Series 2006A Bonds, the "Series 2006 Bonds");

(c) The County understands that Edenmoor Acquisition LLC, or one of its affiliated assignees (the "Sole Bondholder"), is presently the owner of 100% of the Series 2006 Bonds;

(d) The Series 2006 Bonds were issued in order to fund certain improvements within or associated with the Development, which Series 2006 Bonds are payable from and secured by *non-ad valorem* assessments imposed upon the parcels therein (the "Assessments");

(e) The Assessments presently consist of an Assessment A securing the Series 2006A Bonds, and an Assessment B securing the Series 2006B Bonds, each as further described in the Original Assessment Rolls for the District (the "Assessment Documents");

(f) After the original developer of the Development ceased development in 2009 and, thereafter, defaulted in its payment of Assessments imposed upon certain parcels within the Development, Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC (collectively, the "Purchaser") purchased such parcels;

(g) The Purchaser has continued work to complete the Development and approximately 621 parcels within the Development are owned by residential property owners or third-party builders or developers other than the Purchaser;

(h) The Purchaser and the Sole Bondholder desire to make certain changes to the Assessment Documents in connection with the proposed refunding of all or a portion of the Series 2006A Bonds, namely (I) changing all references therein from "Edenmoor" or "Edenmoor Improvement District" to "Walnut Creek" or "Walnut Creek Improvement District", as applicable; (II) subdividing the Improvement District so it relates to specific parcels within the Development (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), as further defined herein); (III) modifying and updating the Assessment A applicable to each such Bond Area and, correspondingly, specific sub-series of Series A Bonds (as defined in the Original Assessment Roll A) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds;

(i) There have been filed with the Clerk to Council draft revised versions of the Original Assessment Roll A, namely:

(1) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 1"), an Assessment Roll A for Bond Area 1 ("Assessment Roll A-1", included in Exhibit 1 attached hereto); and

(2) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 2"), an Assessment Roll A for Bond Area 2 ("Assessment Roll A-2", included in Exhibit 2 attached hereto); and

(3) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 3"), an Assessment Roll A for Bond Area 3 ("Assessment Roll A-3", included in Exhibit 3 attached hereto);

Section 2. Additional Findings.

The County Council finds it proper and necessary (A) to modify the Assessment Documents or any ordinances, resolutions, agreements, plans or other documents referenced in or contemplated thereby, including the Original Indenture, the Series 2006 Bonds or any Additional Bonds, such that any and all references therein to "Edenmoor" or "Edenmoor Improvement District" will be changed to "Walnut Creek" or "Walnut Creek Improvement District", as applicable, (B) subject to Section 4 herein, to subdivide the Improvement District so it relates to specific parcels within the Development (e.g., Bond Area 1, Bond Area 2 and Bond Area 3) and, correspondingly, specific sub-series of the Series A Bonds (as defined in the Original Assessment Roll A) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds, and (C) subject to Section 4 herein, to amend and replace the Original Assessment Roll A, by the approval of the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3 (collectively, the "Revised A Assessment Rolls") and the respective Assessment A reflected in each of the Revised A Assessment Rolls.

Section 3. Amendment of Original Assessment Roll A and Approval of Subdivision of Improvement District and Revised Assessment Rolls.

(A) The Original Assessment Roll A is hereby amended and replaced by the Assessment Roll A-1 attached hereto as Exhibit 1, the Assessment Roll A-2 attached hereto as Exhibit 2 and the Assessment Roll A-3 attached hereto as Exhibit 3, which Revised A Assessment Rolls are hereby approved and confirmed as the assessment roll within the meaning of the Act reflecting the names of the persons within Bond Area 1, Bond Area 2 and Bond Area 3, as applicable, whose properties are to be assessed for Assessment A (as further described in the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3, as applicable) and the amounts to be assessed against their respective properties with a brief description of the lots or parcels of land assessed, subject to Section 4 herein.

(B) The subdivision of the Improvement District so it relates to Bond Area 1, Bond Area 2 and Bond Area 3 and, correspondingly, specific sub-series of the Series A Bonds which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds, as contemplated by the Revised A Assessment Rolls, is hereby approved, subject to Section 4 herein.

Section 4. Approvals Contingent on Issuance of Series 2015A-1 Bonds; Authority to Update Revised A Assessment Rolls.

(A) The County Council acknowledges that (I) the amendment and replacement of the Original Assessment Roll A through the Revised A Assessment Rolls and the subdivision of the Improvement District, all as approved in Section 3 above, have been undertaken in connection with the proposed refunding of all or a portion of the Series 2006A Bonds, including the proposed issuance of not exceeding \$12,000,000 principal amount Lancaster County, South Carolina, Walnut Creek Improvement District Refunding Revenue Bonds, Series 2015A-1 (the "Series 2015A-1 Bonds"), which Series 2015A-1 Bonds will be secured by and payable from the Assessment A imposed in Bond Area 1 and the proceeds of which will be used to refinance a portion of the Series 2006A Bonds, as otherwise approved by ordinance enacted by the County Council; and (II) certain of the information included in the Revised A Assessment Rolls (including but not limited to the estimated debt service of the Series A Bonds and any information derived therefrom or based thereon) has been estimated based on anticipated market conditions.

(B) Accordingly, the approvals in this ordinance shall be contingent upon the issuance of the Series 2015A-1 Bonds for the purposes described herein, and the amendment and replacement of the Original Assessment Roll A through the approval of the Revised A Assessment Rolls and the subdivision of the

Improvement District shall be and only become effective upon and after the issuance of the Series 2015A-1 Bonds as otherwise approved by the County Council. In the event the Series 2015A-1 Bonds are not issued, the Revised A Assessment Rolls shall be disregarded and reliance upon the Original Assessment Rolls (as annually updated in accordance with their terms and the County's current practice) shall be continued. As provided in the Revised A Assessment Rolls, the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3 may be adjusted and updated from time to time, including as based on the actual results of the issuance of the Series 2015A-1 Bonds or other bonds issued to refund outstanding Series A Bonds contemplated thereby.

(C) Contemporaneous with or promptly following the issuance of the Series 2015A-1 Bonds as described above, the Revised A Assessment Rolls shall be filed in the Office of the Clerk of Court of the County, and from the time of filing the assessments impressed in the Assessment Roll constitute and are liens on the real property against which they are assessed superior to all other liens and encumbrances, except the lien for property taxes, and must be annually assessed and are collected with the property taxes on it. The Revised A Assessment Rolls may also be filed in such other public records as the County Administrator may determine.

Section 5. **Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the purposes of this ordinance.

Section 6. **Severability.**

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

Section 7. **Controlling Provisions.**

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

Section 8. **Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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:	August 24, 2015	Tentative
Second Reading:	September 14, 2015	Tentative
Public Hearing:	September 28, 2015	Tentative
Third Reading:	September 28, 2015	Tentative

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1368

)

AN ORDINANCE

TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,000,000 PRINCIPAL AMOUNT WALNUT CREEK IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2015A-1; TO LIMIT THE PAYMENT OF THE BONDS SOLELY TO THE ASSESSMENTS IMPOSED ON CERTAIN DESIGNATED PARCELS WITHIN THE WALNUT CREEK IMPROVEMENT DISTRICT; TO PROVIDE FOR THE EXECUTION OF A MASTER TRUST INDENTURE, FIRST SUPPLEMENTAL INDENTURE THERETO, CONTRACT OF PURCHASE AND OTHER RELATED DOCUMENTS FOR THE SERIES 2015A-1 BONDS, AND AN AMENDED AND RESTATED MASTER TRUST INDENTURE AND ONE OR MORE SUPPLEMENTS THERETO RELATED TO THE SERIES 2006 BONDS; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the 2006 Amended and Restated Indenture or 2015A-1 Indenture as defined herein, as the context requires. The term:

“2006 Amended and Restated Indenture” means the Amended and Restated Master Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, which amends and restates the Original Master Indenture in its entirety, as the same may be amended and supplement from time to time.

“2015A-1 Indenture” means the 2015A-1 Master Trust Indenture, as supplemented by the 2015A-1 First Supplemental Indenture.

“2015A-1 First Supplemental Indenture” means the First Supplemental Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, pursuant to which the Series 2015A-1 Bonds will be issued.

"2015A-1 Master Trust Indenture" means the Master Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee.

"Act" means the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the 2006 Amended and Restated Indenture or the 2015A-1 Indenture, as applicable, or any supplemental indenture to either of the foregoing, including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, Assessor, Auditor and Treasurer (as such terms are defined in the 2006 Amended and Restated Indenture or 2015A-1 Indenture, as applicable) and the County's finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the 2006 Amended and Restated Indenture or 2015A-1 Indenture, as applicable).

"Assessment" means an assessment imposed under the Act.

"Assessment A-1" means an Assessment A related to Bond Area 1, as contemplated by Assessment Roll A-1.

"Assessment A-2" means an Assessment A related to Bond Area 2, as contemplated by Assessment Roll A-2.

"Assessment A-3" means an Assessment A related to Bond Area 3, as contemplated by Assessment Roll A-3.

"Assessment Roll A-1" means the Assessment Roll A for Bond Area 1 originally dated _____, 2015, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-2" means the Assessment Roll A for Bond Area 2 originally dated _____, 2025, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-3" means the Assessment Roll A for Bond Area 3 originally dated _____, 2035, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Bond Area 1" means the parcels identified in the Assessment Roll A-1, which are and will be subject to Assessment A-1.

"Bond Area 2" means the parcels identified in the Assessment Roll A-2, which are and will be subject to Assessment A-2.

"Bond Area 3" means the parcels identified in the Assessment Roll A-3, which are and will be subject to Assessment A-3.

“Code” means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Dissemination Agent.

“Contract of Purchase” means the Contract of Purchase between the Underwriter and the County.

“Council” means the Lancaster County Council.

“County” means Lancaster County, South Carolina.

“Dissemination Agent” means the dissemination agent appointed by the County pursuant to the Continuing Disclosure Agreement.

“Improvement District” means the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) created by the Council under the Act pursuant to the Improvement District Ordinance.

“Improvement District Ordinance” means Ordinance No. 713 of the Council, as amended by Ordinance No. ____ of the Council, wherein the Improvement District was created and the Assessments are authorized to be imposed and collected, as may be amended from time to time.

“Improvements” mean the planning, financing, acquisition, construction, equipping and installation of water and wastewater facilities, a stormwater management system, roads and roadway improvements, a recreational area and facilities, a combined Sheriff and EMS substation and related equipment, and such other improvements as allowed under the terms of the Act and as may be approved by the County Council, pursuant to the Act for the special benefit of the District as further described in the Improvement Plan.

“Improvement Plan” means the Walnut Creek Improvement Plan (formerly known as the Edenmoor Improvement Plan) approved by the Council pursuant to the Improvement District Ordinance.

“Original Master Indenture” means the Master Trust Indenture dated as of June 1, 2006, as heretofore amended and supplemented by the First Supplemental Trust Indenture dated as of June 1, 2006 and the Second Supplemental Trust Indenture dated April 15, 2013, each between the County and the Trustee.

“Series 2006 Bonds” means the Series 2006A Bonds and the Series 2006B Bonds.

“Series 2006A Bonds” means the \$24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of \$22,325,000.

“Series 2006B Bonds” means the \$11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of \$2,280,000.

“Series 2015A-1 Bonds” means the not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2015A-1, to be issued to refinance such portion of the outstanding Series 2006A Bonds and to be dated such date as may be determined by the Chairman of Council and the County Administrator with advice from the County Attorney.

“Underwriter” means Raymond James and Associates, Inc., as underwriter for the Series 2015A-1 Bonds.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1896, as amended (the “Constitution”) provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District (including particularly Assessment A-1 related solely to the parcels within Bond Area 1, as contemplated by Assessment Roll A-1, Assessment A-2 related solely to the parcels within Bond Area 2, as contemplated by Assessment Roll A-2 and Assessment A-3 related solely to the parcels within Bond Area 3, as contemplated by Assessment Roll A-3, as applicable).

(e) Pursuant to the Act, the County has heretofore issued the Series 2006 Bonds, all of which are presently held by Edenmoor Acquisition LLC (“Edenmoor Acquisition”), and the County now desires to issue the Series 2015A-1 Bonds for the purpose of (1) refinancing such portion of the outstanding Series 2006A Bonds, as may be determined by the Chairman of Council and the County Administrator (the “Refunded 2006A Bonds”), (2) funding a debt service reserve fund (if any) established for the Series 2015A-1 Bonds, in such amount as may be determined by the Chairman of Council and the County Administrator, and (3) paying certain costs of issuance related to the Series 2015A-1 Bonds, including premiums for bond insurance policies or surety bonds.

(f) In connection with the foregoing, it is proposed that the County issue the 2015A-1 Bonds pursuant to the 2015A-1 Indenture and execute the 2006 Amended and Restated Indenture, such that the revenues generated from the imposition and collection of Assessment A-1 will only secure the payment of the Series 2015A-1 Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 1,

and such revenues will not be pledged for the benefit of or secure any other Bonds (as presently defined in the Original Master Trust Indenture) presently outstanding under the Original Master Indenture or thereafter issued pursuant to the 2006 Amended and Restated Indenture, including the Series 2006A Bonds remaining outstanding after the issuance of the Series 2015A-1 Bonds (all of which will be initially held by Edenmoor Acquisition) or any other Bonds issued thereunder to refinance such Series 2006A Bonds (collectively, the "Remaining 2006A Bonds"), and the Series 2006B Bonds. The County will additionally assign its interest in certain funds created pursuant to the 2015A-1 Indenture to the Trustee for the benefit of the owners of the Series 2015A-1 Bonds.

(g) It is contemplated that (1) in connection with the County's execution of the 2006 Amended and Restated Indenture, Edenmoor Acquisition (as holder of the Remaining 2006A Bonds and the Series 2006B Bonds) will provide its written consent thereto, and (2) contemporaneous with the issuance of the Series 2015A-1 Bonds for the purposes described in paragraph (e) above, the Remaining 2006A Bonds will be exchanged for other Series 2006A Bonds which, together with Administrative Expenses directly or indirectly attributable to Bond Area 2 and Bond Area 3, as contemplated by Assessment Roll A-2 and Assessment Roll A-3, respectively, are secured and payable solely from the revenues generated from the imposition and collection of Assessment A-2 and Assessment A-3, respectively, and other funds created pursuant to the 2006 Amended and Restated Indenture for the benefit of the owners of the Remaining 2006A Bonds.

(h) There have been filed with the Clerk to Council forms of the 2015A-1 Master Trust Indenture, 2015A-1 First Supplemental Trust Indenture, 2006 Amended and Restated Indenture, Contract of Purchase, Preliminary Limited Offering Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction.

The Council does hereby approve (a) the issuance of the Series 2015A-1 Bonds pursuant to the 2015A-1 Indenture, and the use of the proceeds of the issuance of the Series 2015A-1 Bonds for the purposes described in Section 2(e) above; (b) the pledge and application of the revenues generated from the imposition and collection of Assessment A-1 and other funds created pursuant to the 2015A-1 Indenture for the benefit of the owners of the Series 2015A-1 Bonds for payment of the Series 2015A-1 Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 1; (c) the execution of the 2006 Amended and Restated Indenture and the exchange of Series 2006A Bonds for the Remaining 2006A Bonds and Series 2006B Bonds for outstanding Series 2006B Bonds pursuant to the 2006 Trust Indenture as described herein; and (d) the pledge and application of the revenues generated from the imposition and collection of Assessment A-2 and Assessment A-3, and other funds created pursuant to the 2006 Amended and Restated Indenture for the benefit of the owners of the Remaining 2006A Bonds, for payment of the Remaining 2006A Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 2 and Bond Area 3, as contemplated by Assessment Roll A-2 and Assessment Roll A-3, respectively; provided, however, that nothing in this ordinance is intended to amend, modify or change the terms of the Remaining 2006A Bonds (other than the outstanding principal amount thereof) or Series 2006B Bonds or the Assessments imposed within the Improvement District to secure the payment of the Series 2006B Bonds (e.g., Assessment B as identified in the Assessment Roll B, including the Rate and Method of Apportionment of Assessments,

originally dated January 30, 2006, as corrected and confirmed by County, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time).

Section 4. Approval of 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture and Delegation of Authority.

The form, terms and provisions of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture, copies of which are attached hereto as Exhibits A and B and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture attached hereto as Exhibits A and B. Any amendments to the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture shall be executed in the same manner.

Section 5. Approval of 2006 Amended and Restated Indenture and Amendments or Supplements Thereto and Delegation of Authority.

The form, terms and provisions of the 2006 Amended and Restated Indenture, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council, be and hereby is approved. The Chairman of Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2006 Amended and Restated Indenture (including any amendments or supplements thereto), with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the 2006 Amended and Restated Indenture and to approve the form of any amendments or supplements thereto as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the 2006 Amended and Restated Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2006 Amended and Restated Indenture attached hereto as Exhibit C.

Section 6. Continuation of Revenue Fund.

There is hereby continued and established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected with respect to the Improvement District. This fund shall be known as the "Walnut Creek Revenue Fund" (formerly known as the "Edenmoor Revenue Fund") and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the 2015A-1 Indenture and the 2006 Amended and Restated Indenture; provided, however, that Assessments of a particular type (e.g., Assessment A or Assessment B) or Assessments related to a particular Bond Area (e.g., Assessment A-1, Assessment A-2 or Assessment A-3) shall not be commingled with one another.

Section 7. Approval of Contract of Purchase and Delegation of Authority.

The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit D and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit D. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority.

The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit E (the "Preliminary LOM") and filed with the Clerk to Council, be and hereby is approved for distribution by the Underwriter and the [Final Limited Offering Memorandum] in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Preliminary LOM as may be appropriate for the transactions contemplated hereby and thereby, to take such actions necessary to "deem final" the Preliminary LOM for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit E.

Section 9. Approval of Continuing Disclosure Agreement and Delegation of Authority.

(a) The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit F and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit F. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County covenants that it will file with a central repository (if any) for availability in the secondary bond market when requested:

- (i) An annual independent audit, within 30 days of the County's receipt of the audit;
- and

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-1 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 9 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the 2015A-1 Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2015A-1 Bonds.

Section 10. Trustee, Registrar and Paying Agent.

The County hereby appoints and, as applicable, consents to the continued appointment of Wells Fargo Bank, N.A., as Trustee, Registrar and Paying Agent under the terms and conditions provided in the 2006 Amended and Restated Indenture and the 2015A-1 Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Wells Fargo Bank, N.A. does not serve as Trustee under the 2006 Amended and Restated Indenture or the 2015A-1 Indenture.

Section 11. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2015A-1 Bonds issued, and the Holders of the Series 2006 Bonds reissued, as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The Chairman of Council and the County Administrator are hereby authorized to execute a Federal Tax Certificate and otherwise adopt written procedures to ensure the County's compliance with federal tax matters relating to the Tax Exempt Bonds.

Section 12. 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 execute any amendments, changes or modifications to the forbearance agreements previously executed by the County or other documents authorized herein to effect the purposes of this ordinance.

Section 13. 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 14. Controlling Provisions.

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

Section 15. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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:	August 24, 2015	Tentative
Second Reading:	September 14, 2015	Tentative
Public Hearing:	September 28, 2015	Tentative
Third Reading:	September 28, 2015	Tentative

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Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	Administration Committee – August 20, 2015 County Council – August 24, 2015

Issue for Consideration:

Termination of lease to Lancaster County Economic Development Corporation (LCEDC).

Points to Consider:

Council previously approved a lease to LCEDC for free space in a county owned building at 1033 West Meeting Street.

Council recently voted to terminate financial support to LCEDC. While not a specific part of the motion, I felt it was reasonable to conclude that this included indirect financial support.

I have executed the required notice to terminate the lease (copy attached). I am bringing this to Council for such action as Council may desire to take to either affirm or reverse my action.

Pending such action, I am not providing access to the office space to LCEDC.

Funding and Liability Factors:

N/A – Council providing free office space to LCEDC is at the sole discretion of Council.

Council Options:

Affirm or reverse my action to terminate the lease.

Staff Recommendation:

Terminate the lease.

Committee Recommendation:

TBD – will be reported at the Council meeting.



August 12, 2015

Margaret E. Gamble, Chairman
Lancaster County Economic Development Corporation
P.O. Box 973
Lancaster, SC 29721

Re: 1033 W. Meeting Street

Dear Mrs. Gamble:

Pursuant of Ordinance No. 2015-1347, Lancaster County Council approved a lease with the Lancaster County Economic Development Corporation for a portion of the building on the property noted above. Thereafter, the lease was signed by both the Tenant and the Landlord.

A provision of the Lease Agreement authorizes the Landlord's early termination right provided that a written ninety (90) day notice is provided. Please consider this letter as serving that purpose.

In light of Council's decision on August 10, 2015, unless directed otherwise by a majority of Council, access to the building will not be permitted to Lancaster County Economic Development during the next three months. I'm certain that you understand my decision in light of the fact the Lancaster County Economic Development Corporation has yet to occupy the premises and has an established alternate location in Indian Land.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Willis", is written over a faint, larger signature.

Steve Willis
County Administrator

cc. Chairman Bundy

Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Darren Player/Lancaster County Fire Commission
Department:	Fire Rescue
Date Requested to be on Agenda:	August 24, 2015

Issue for Consideration:

Authorization to Submit Requests for Bids for the purchase of Fire Apparatus, to include Engines, Tankers, and Rescues.

Points to Consider:

Lancaster County Fire Commission has worked on authoring specifications for the past 18 months. The specifications are based on the prior apparatus purchase and updated to address needs of Lancaster County's Fire Rescue service. Specifications for Custom Engines(10), Commercial Chassis Tanker (1), Commercial Chassis Rescues(5), Custom Pumper Tankers(2-Indian Land and Pleasant Valley) have been developed by the Apparatus and Equipment Committee. The specifications are now ready to be presented as part of a Request for Bid package. The Fire Commission is seeking approval to issue the Bid Proposal Documents through Lancaster County Procurement. A copy of the specifications can be made available for the meeting should the Council desire.

Lancaster County Fire Commission has also developed a plan for distribution of the apparatus that is purchased. The Public Safety Committee, during its previous meeting, was given information on the transition plan developed by the Fire Commission concerning currently owned apparatus, its placement, along with the sale of decommissioned apparatus and use of those funds.

Funding and Liability Factors:

Funding will be through the issuance of a bond as was done on the previous purchase. The previous bond was paid in full during the 2014/2015 fiscal year.

Cost estimates are between \$6.5 and \$7 million. There is no way to narrow this down without going out for bid.

Council Options:

Approve or reject going to bid. A motion would be needed authorizing the sealed bid process. This in **NO WAY** commits Lancaster County to any funding. That will require an ordinance working with Frannie Heizer.

Staff Recommendation:

Approve going to bid as recommended by the Fire Commission.

Committee Recommendation:

Approve going to bid as recommended by the Fire Commission.

Department Name	2015 Purchase
Antioch	Engine
Bell Town	Engine
Buford	Engine
Camp Creek	Engine
Charlotte Rd/Van Wyck	Rescue
Elgin	Rescue
Flat Creek	Engine
Gooches	Rescue
Heath Springs	Engine
Indian Land	Tanker
Kershaw	Engine
McDonald Green	Engine
Pleasant Valley	Tanker
Rich Hill	Funds for Building
Riverside	Engine
Shiloh Zion	Engine
Tradesville	Tanker
Unity	Rescue
Lancaster	Rescue
Total	10 Engines
	5 Rescues
	<u>3 Tankers</u>
	18 Total

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Morris Russell
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – August 11, 2015 County Council – August 24, 2015

Issue for Consideration:

Acceptance of FEMA grant for Volunteer Firefighter Recruitment and Retention

Points to Consider:

This is a four year 100% grant.

This does include one staff person to track grant performance and volunteer firefighter activity under the grant.

If the grant is successful, we would anticipate continuation of funding, from local resources, of the recruitment and retention portion. Some components such as advertising may be trimmed or eliminated.

Funding and Liability Factors:

Over the life of the grant federal funding will be \$1,048,905.

The longer we can extend having an active volunteer firefighting force the longer it will be before we have to make the extremely expensive transition to a career firefighting force.

The grant will encourage training which reduces our liability in the fire service.

Council Options:

Accept or reject the grant.

Staff Recommendation:

Accept the grant.

Committee Recommendation:

The Public Safety Committee recommends approval.

Review Committee

Fire Commission Chair and Vice Chair

President and Vice President of the Training Association

President and Vice President of the Chief's Association

Director and Deputy Director of Fire Rescue

One other member of the Administrative Staff

There will be a six month review of the program by this committee.

Advertising Campaign

Newspaper Advertisements and special announcements

Monthly Newsletter to all the fire departments

1) \$10,000 2) \$12,500 3) \$10,500 4) \$5,000

Website

Develop and maintain a website

1) \$6,000 2) \$1,000 3) \$3,200 4) \$1,000

Broadcast Media

Radio and Television Ads along with development and distribution of a Recruitment DVD

1) \$58,800 2) \$17,500 3) \$10,500 4) \$10,000

Tuition Assistance

Reimbursement – Only open to volunteers with FFII certification

1) \$22,000 2) \$36,000 3) \$36,000 4) \$22,000

Awards

A reward program to recognize length of service, accomplishments, sacrifice, etc.

1) \$9,000 2) \$9,800 3) \$9,800 4) \$8,000

Retention

Awards in the form of incentive points based on training level, training attended, and call response and participation. Points may be turned in for non-uniform clothing items, a trip to the SC Fire Rescue Conference, or a gift card.

1) \$98,000 2) \$120,000 3) \$140,000 4) \$163,000



Budget Report to County Council

Month Ending July 31, 2015

Council Meeting August 24, 2015

Prepared by Kimberly Hill, Budget Analyst

This is an unaudited report to management and is intended for informational purposes only.

Contents:

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GF Expenditures by Department	11-12
Budget Transfers	None

The monthly financial report reflects the unaudited financial activities of Lancaster County for the month ending July 31, 2015.

Total General Fund Total Budget: \$44,906,126

Total Revenue Received: \$1,054,208

Major Revenue Sources:

Vehicle Taxes	\$233,593
Building Permits	\$261,254
Road Improvement Fees	\$200,623
Charges-Ambulance	\$85,851

Total Expenditures: \$3,622,235

Major expenditures:

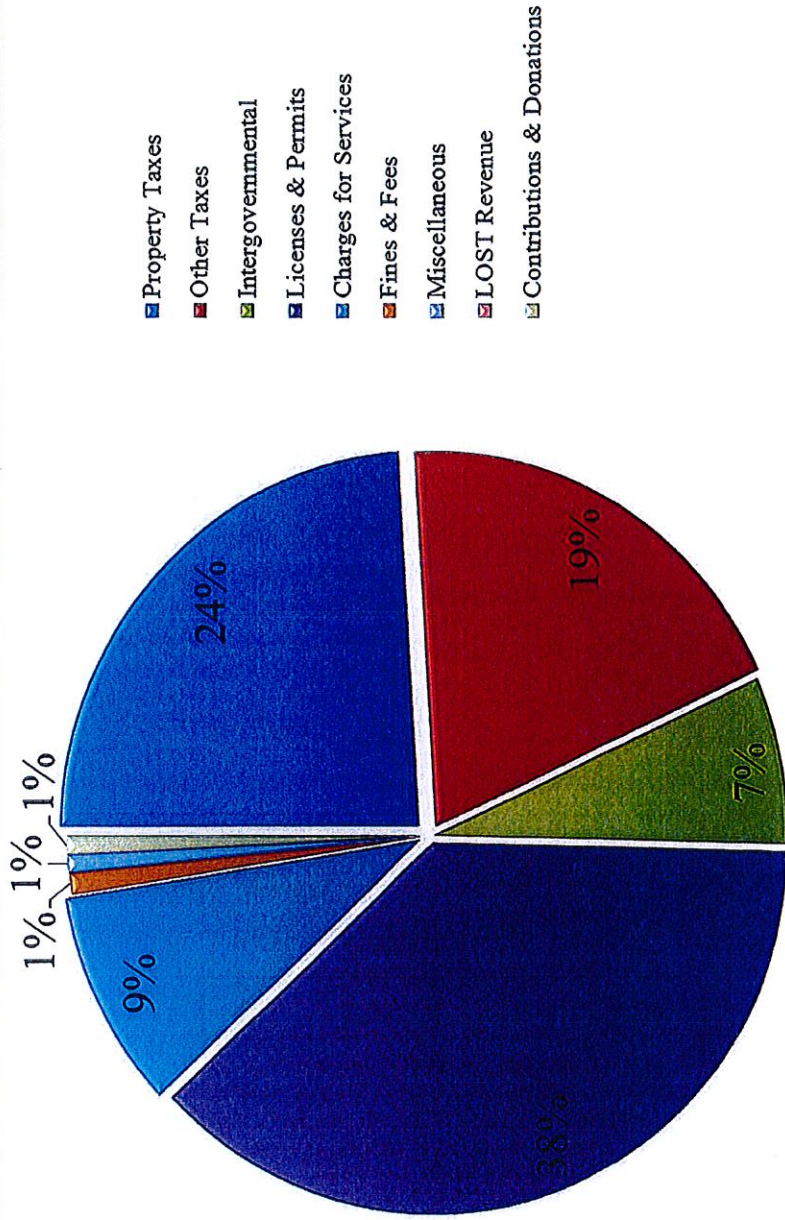
Wages & Salaries	\$1,250,170
Insurance General	\$840,754
Fringe Benefits	\$693,644
Direct Assistance	\$159,439
Maintenance Service Agreements	\$89,433
Printing	\$88,920
Utilities	\$82,445

The County also transferred \$98,088 to LCEDC.

Estimated Unassigned Fund Balance (GF): \$16,163,999 which is about 36% of the total GF budget.

Overall the GF expenditure budget reflects an ideal remaining percentage of 91%. Revenue collections are within 2% of estimates which is the typical trend during this time of year.

General Fund YTD Revenue by Source
(Excludes Other Financing Sources)



The County's total fund balance decreased during the month of July 2015 by **\$2,568,026** due to expenditures exceeding revenues. Expect this trend to continue until November or December.

	Current Year	Prior Year
Nonspendable	\$655,343	\$630,696
Restricted	\$1,303,956	\$1,108,492
Committed	-	-
Assigned	\$1,337,808	\$1,039,000
Unassigned	\$16,163,999	\$15,312,282
Fund Balance End of July	\$19,461,106	\$18,090,470

Fund balance terminology (GASB 54)

There are five components of fund balance:

1. Nonspendable-examples would include inventory and prepaid items
2. Restricted-externally enforceable by law, etc.
3. Committed-self-imposed limitations (requires ordinance-highest level)
4. Assigned-intended use limitations
5. Unassigned

Requests for Information

This financial report is designed to provide a general overview of Lancaster County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Kimberly Hill
Budget Analyst
khill@lancastercountysc.net

Lancaster County Summary of All Funds-July 31, 2015

1. GENERAL FUND

CATEGORY	BUDGET	YTD	%
Revenues	43,496,286	1,054,208	2.4%
Expenditures	-43,389,596	-3,524,171	8.1%
Other Financing Source	1,409,840	0	0.0%
Other Financing Use	-1,516,530	-98,088	6.5%
Revenues Over (Under) Expenditures	0	-2,568,026	

2. CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,498,000	16,888	1.1%
Expenditures	-1,498,000	0	0.0%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	16,888	

3. COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD	%
Revenues	1,193,500	13,025	1.1%
Expenditures	-1,198,184	-55,162	4.6%
Other Financing Source	4,684	0	
Revenues Over (Under) Expenditures	0	-42,137	

4. VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD	%
Revenues	86,605	0	0.0%
Expenditures	-86,605	-4,008	4.6%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-4,008	

5. E-911

CATEGORY	BUDGET	YTD	%
Revenues	727,550	0.00	0.0%
Expenditures	-671,459	-6,287	0.9%
Other Financing Use	-56,091	0	
Revenues Over (Under) Expenditures	0	-6,287	

6. COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,276,200	0	0.0%
Expenditures	-1,450,000	-571,639	39.4%
Other Financing Source	173,800	0	
Revenues Over (Under) Expenditures	0	-571,639	

7. INDIAN LAND FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	495,000	863	0.0%
Expenditures	-522,574	-24,836	4.7%
Other Financing Source	27,574	0	
Revenues Over (Under) Expenditures	0	-23,973	

8. LOCAL ACCOMODATIONS TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	30,000	0	0.0%
Expenditures	-30,000	-14,925	49.8%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-14,925	

9. DEBT SERVICE FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,859,931	26,871	1.4%
Expenditures	-1,859,931	-500	0.0%
Other Financing Source	0		
Revenues Over (Under) Expenditures	0	26371	

10. CAPITAL PROJECT SALES TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	8,500,000	0	0.0%
Expenditures	-15,000	0	0.0%
Other Financing Use	-8,485,000	0	0.0%
Revenues Over (Under) Expenditures	0	0	

11. RECREATION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,387,503	124,825	9.0%
Expenditures	-2,447,396	-174,536	7.1%
Other Financing Source	1,059,893	0	
Revenues Over (Under) Expenditures	0	-49,711	

12. AIRPORT FUND

CATEGORY	BUDGET*	YTD*	%
Revenues	191,059	19,882	10.4%
Expenditures	-255,345	-9,932	3.9%
Other Financing Source	64,286	0	
Revenues Over (Under) Expenditures	0	9,950	

13. PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	417,344	173	0.0%
Expenditures	-392,344	-9,600	2.4%
Other Financing Source	0	0	
Other Financing Use	-25,000	0	0.0%
Revenues Over (Under) Expenditures	0	-9,427	

*Amounts do not include grant funding

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
07/01/2015 TO 07/31/2015

FY 2015-2016
REVENUE

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
400 CURRENT PROPERTY TAXES	20,443,966.00	233,777.55	233,777.55	0.00	20,210,128.45	1
410 DELINQUENT PROPERTY TAXES	916,500.00	20,100.37	20,100.37	0.00	896,399.63	2
417 PROPERTY TAXES-STATE REIM	1,601,947.00	0.00	0.00	0.00	1,601,947.00	0
418 PROPERTY TAXES-LOST REV	5,700,000.00	0.00	0.00	0.00	5,700,000.00	0
419 MULTI COUNTY PILOT	15,000.00	0.00	0.00	0.00	15,000.00	0
422 OTHER TAXES	2,100,000.00	200,622.50	200,622.50	0.00	1,899,377.50	10
434 INTERGOVERNMENTAL- STATE	3,458,875.00	1,500.00	1,500.00	0.00	3,457,375.00	0
435 STATE AID TO LIBRARY	95,815.00	23,953.75	23,953.75	0.00	71,861.25	25
436 INTERGOVERNMENTAL- LOCAL	790,231.00	51,131.58	51,131.58	0.00	739,099.42	6
441 LICENSE- FRANCHISE	452,000.00	0.00	0.00	0.00	452,000.00	0
442 LIC & PERMITS- BLDG	2,968,200.00	288,042.00	288,042.00	0.00	2,680,158.00	10
444 LIC & PERMITS- PLANNING	24,100.00	1,725.00	1,725.00	0.00	22,375.00	7
446 LIC & PERMITS- ROD	900,000.00	107,042.96	107,042.96	0.00	792,957.04	12
448 LIC & PERMITS- CORONER	2,000.00	110.00	110.00	0.00	1,890.00	6
450 CHGS. FOR SVCS.- PUBLIC W	111,400.00	401.50	401.50	0.00	110,998.50	0
455 CHGS. FOR SVCS.- FEES	272,500.00	10,746.00	10,746.00	0.00	261,754.00	4
456 CHGS. FOR SVCS.- COPIES	14,650.00	989.00	989.00	0.00	13,661.00	7
457 CHGS. FOR SVCS.- OTHER	28,200.00	1,624.10	1,624.10	0.00	26,575.90	6
458 CHGS. FOR SVCS.- EMS	2,450,000.00	85,850.75	85,850.75	0.00	2,364,149.25	4
459 CHGS. FOR SVCS.- MISC	26,000.00	350.00	350.00	0.00	25,650.00	1
460 FINES & FEES-TEMP VEH TAG	3,000.00	190.00	190.00	0.00	2,810.00	6
461 FINES & FEES- COURTS	817,500.00	0.00	0.00	0.00	817,500.00	0
464 FINES & FEES- OTHER	10,000.00	500.00	500.00	0.00	9,500.00	5
465 FINES & FEES- OTHER	0.00	6.82	6.82	0.00	-6.82	0
466 FINES & FEES- OTHER	15,000.00	925.00	925.00	0.00	14,075.00	6
467 FINES & FEES- OTHER	20,000.00	2,300.00	2,300.00	0.00	17,700.00	12
468 FEES- BANK	68,250.00	5,969.64	5,969.64	0.00	62,280.36	9
470 CONTRIBUTION & DONATIONS	18,000.00	5,545.00	5,545.00	0.00	12,455.00	31
471 DONATIONS REV. LIBRARY	28,000.00	2,621.40	2,621.40	0.00	25,378.60	9
480 INTEREST INCOME	25,500.00	0.00	0.00	0.00	25,500.00	0
490 OTHER INCOME	92,212.00	5,939.60	5,939.60	0.00	86,272.40	6
491 OTHER INCOME	26,000.00	2,211.59	2,211.59	0.00	23,788.41	9
495 OTHER INCOME	1,500.00	32.00	32.00	0.00	1,468.00	2
TOTAL REVENUE	43,496,286.00	1,054,208.11	1,054,208.11	0.00	42,442,077.89	2

EXPENDITURE:

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
500 W/AGES	19,603,261.00	1,250,170.42	1,250,170.42	0.00	18,353,090.58	6
510 FRINGE	7,766,980.00	693,644.39	693,644.39	0.00	7,073,335.61	9
520 OTHER PERSONNEL EXPENDITU	327,500.00	12,409.63	12,409.63	2,300.00	312,790.37	4
530 TRA VEL, TRAINING, & DUES	394,536.00	27,211.14	27,211.14	11,950.00	355,374.86	10
540 SUPPLIES	410,018.00	6,651.67	6,651.67	1,880.00	401,486.33	2
541 POSTAGE	459,898.00	3,709.46	3,709.46	0.00	456,188.54	1
542 CLOTHING	201,536.00	13,067.44	13,067.44	0.00	188,468.56	6
543 SUPPLIES- LA UNDRY	220,000.00	14,718.76	14,718.76	0.00	205,281.24	7
544 SUPPLIES- PUBLIC WORKS	522,000.00	20,405.37	20,405.37	0.00	501,594.63	4
545 SUPPLIES- CUSTODIAL	20,000.00	0.00	0.00	0.00	20,000.00	0
547 SUPPLIES- ANIMAL FOOD	3,000.00	0.00	0.00	0.00	3,000.00	0
548 SUPPLIES- HAND TOOLS	20,000.00	0.00	0.00	0.00	20,000.00	0
549 SUPPLIES- WELCOME CENTER	4,000.00	0.00	0.00	0.00	4,000.00	0
550 EQUIPMENT- NON CAPITAL	105,000.00	2,920.20	2,920.20	0.00	102,079.80	3
551 EQUIPMENT- GENERAL	534,027.00	3,849.21	3,849.21	12,620.08	517,557.71	3
560 CAPITAL EQUIPMENT	555,775.00	0.00	0.00	0.00	555,775.00	0
570 UTILITIES	1,027,640.00	82,444.90	82,444.90	2,704.57	942,490.53	8
571 UTILITIES- TELEPHONE	521,290.00	1,501.50	1,501.50	0.00	519,788.50	0
580 RENT	7,500.00	2,550.00	2,550.00	0.00	4,950.00	34
581 RENT- BUILDING	78,766.00	8,750.00	8,750.00	0.00	70,016.00	11
582 RENT- EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
590 MAINTENANCE	1,743,100.00	48,626.76	48,626.76	20,955.44	1,673,517.80	4
591 MAINTENANCE- GENERAL	66,500.00	276.20	276.20	15,793.80	50,430.00	24
593 MAINTENANCE-SVC AGREEMENT	626,500.00	89,433.01	89,433.01	50,021.80	487,045.19	22
594 MAINTENANCE- BLDG	172,000.00	13,594.33	13,594.33	80,666.67	77,739.00	55
600 CONTRACTUAL SERVICES	1,965,534.00	35,473.17	35,473.17	40,000.00	1,890,060.83	4
604 PS-MEDICAL & PROFESSIONAL	662,151.00	1,990.00	1,990.00	0.00	660,161.00	0
605 CS- PRINTING	366,080.00	88,920.29	88,920.29	0.00	277,159.71	24
608 SC DEPT OF CORRECTIONS	25,000.00	0.00	0.00	0.00	25,000.00	0
612 CS-DISPOSAL CONTRACT	1,300,000.00	38,088.57	38,088.57	115,000.00	1,146,911.43	12
613 DEMOLITION EXPENSE	50,000.00	755.00	755.00	0.00	49,245.00	2
620 DIRECT ASSISTANCE	13,041.00	0.00	0.00	0.00	13,041.00	0
625 DIRECT ASSISTANCE	977,033.00	159,438.75	159,438.75	0.00	817,594.25	16
650 INSURANCE	874,059.00	840,753.64	840,753.64	0.00	33,305.36	96
670 ADVERTISING	82,700.00	100.00	100.00	0.00	82,600.00	0
680 FEE REIMBURSEMENT	600.00	0.00	0.00	0.00	600.00	0
690 SPECIAL PROJECTS	480,381.00	12,408.41	12,408.41	0.00	467,972.59	3
691 SP- PROMOTIONS	56,000.00	2,000.00	2,000.00	0.00	54,000.00	4
750 EQUIPMENT LEASE	142,000.00	3,125.23	3,125.23	0.00	138,874.77	2

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
760 GRANTS MATCH	338,000.00	0.00	0.00	0.00	338,000.00	0
771 DS- LEASE PURCHASE	437,732.00	39,925.75	39,925.75	0.00	397,806.25	9
780 MISCELLANEOUS	50,000.00	1,920.00	1,920.00	0.00	48,080.00	4
781 MISCELLANEOUS	169,888.00	3,324.00	3,324.00	0.00	166,564.00	2
782 OVER/SHORT	570.00	-10.50	-10.50	0.00	580.50	-2
786 DONATIONS	3,000.00	0.00	0.00	3,152.60	-152.60	105
TOTAL EXPENDITURE	43,386,596.00	3,524,146.70	3,524,146.70	357,044.96	39,508,404.34	9
DEFICIENCY OF REVENUE BEFORE TRANSFERS	109,690.00	-2,469,938.59	-2,469,938.59	-357,044.96		
OTHER FINANCING SOURCE:						
801 TRANSFER IN	25,000.00	0.00	0.00	0.00	25,000.00	0
810 OFS FUND BALANCE	1,384,840.00	0.00	0.00	0.00	1,384,840.00	0
TOTAL OTHER FINANCING SOURCE	1,409,840.00	0.00	0.00	0.00	1,409,840.00	0
OTHER FINANCING USE:						
950 TRANSFERS	1,516,530.00	98,087.75	98,087.75	0.00	1,418,442.25	6
TOTAL OTHER FINANCING USE	1,516,530.00	98,087.75	98,087.75	0.00	1,418,442.25	6
DEFICIENCY OF REVENUE AFTER TRANSFERS	0.00	-2,568,026.34	-2,568,026.34	-357,044.96		0

FY 2015-2016

COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT
CURRENT PERIOD: 07/01/2015 TO 07/31/2015

IDEAL REMAINING PERCENT: 92 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
005 NON-DEPARTMENTAL	1,384,909.00	853,185.63	853,185.63	0.00	531,723.37	38
011 COUNTY COUNCIL	1,199,349.00	16,379.23	16,379.23	0.00	1,182,969.77	99
012 COUNCIL TRANSFERS	1,124,179.00	0.00	0.00	0.00	1,124,179.00	100
014 DIRECT ASSISTANCE	844,124.00	122,950.75	122,950.75	0.00	721,173.25	85
021 ADMINISTRATOR	517,082.00	27,608.22	27,608.22	0.00	489,473.78	95
022 LEGAL TEAM	290,518.00	9,502.53	9,502.53	0.00	281,015.47	97
023 FINANCE	645,007.88	43,561.16	43,561.16	0.00	601,446.72	93
024 HUMAN RESOURCES	207,030.10	18,081.83	18,081.83	0.00	188,948.27	91
025 RISK MANAGEMENT	98,921.00	5,690.83	5,690.83	0.00	93,230.17	94
026 MIS	909,511.00	105,702.64	105,702.64	0.00	803,808.36	88
027 GIS	141,354.00	10,453.89	10,453.89	0.00	130,900.11	93
029 ZONING	382,866.00	17,599.70	17,599.70	0.00	365,266.30	95
031 BUILDING	948,920.00	53,930.84	53,930.84	0.00	894,989.16	94
032 PLANNING	550,636.20	31,371.92	31,371.92	0.00	519,264.28	94
035 ECONOMIC DEVELOPMENT	392,351.00	98,087.75	98,087.75	0.00	294,263.25	75
041 ASSESSOR	876,607.00	70,378.43	70,378.43	0.00	806,228.57	92
043 AUDITOR	379,711.68	31,947.76	31,947.76	0.00	347,763.92	92
044 TREASURER	378,158.00	24,630.89	24,630.89	0.00	353,527.11	93
045 DELINQUENT TAX	316,500.00	14,471.44	14,471.44	0.00	302,028.56	95
051 REGISTRATION & ELECT	312,716.00	9,918.11	9,918.11	0.00	302,797.89	97
060 REGISTER OF DEEDS	328,793.50	18,722.22	18,722.22	0.00	310,071.28	94
061 CIRCUIT COURT	82,607.00	2,151.49	2,151.49	0.00	80,455.51	97
063 CLERK OF COURT	469,479.99	28,206.86	28,206.86	0.00	441,273.13	94
064 FAMILY COURT	359,188.53	30,264.23	30,264.23	0.00	328,924.30	92
068 CORONER	417,684.72	23,363.14	23,363.14	0.00	394,321.58	94
069 PROBATE COURT	444,715.64	24,938.88	24,938.88	0.00	419,776.76	94
070 MAG-COUNTYWIDE	852,346.00	61,388.08	61,388.08	0.00	790,957.92	93
110 SHERIFF	7,779,872.32	506,512.00	506,512.00	8,152.60	7,265,207.72	93
117 SHERIFF DPT- TOWN OF KERS	493,760.65	34,454.30	34,454.30	0.00	459,306.35	93
120 DETENTION CENTER	2,030,899.00	117,946.97	117,946.97	880.00	1,912,072.03	94
121 SCHOOL RESOURCE OFFICERS	113,152.00	5,280.86	5,280.86	0.00	107,871.14	95
130 COMMUNICATIONS	1,591,379.00	128,933.08	128,933.08	0.00	1,462,445.92	92
140 EMERGENCY MANAGEMENT	363,258.00	20,036.19	20,036.19	0.00	343,221.81	94

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FY 2015-2016

**COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT
CURRENT PERIOD: 07/01/2015 TO 07/31/2015**

IDEAL REMAINING PERCENT: 92 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
141 FIRE SERVICE	1,272,325.00	65,648.26	65,648.26	39,363.88	1,167,312.86	92
142 Town of KERSHAW- FIRE	140,996.00	9,503.42	9,503.42	0.00	131,492.58	93
144 LANC. COUNTY FIREFIGHTERS	987,692.00	67,503.11	67,503.11	0.00	920,188.89	93
153 LANCASTER EMS	5,995,931.00	424,922.15	424,922.15	36,009.57	5,534,999.28	92
202 ROADS & BRIDGES	2,483,581.00	121,579.92	121,579.92	10,955.44	2,351,045.64	95
210 FLEET OPERATIONS	542,564.00	33,761.44	33,761.44	26,016.80	482,785.76	89
251 BUILDING MAINTENANCE	1,473,895.00	101,795.43	101,795.43	80,666.67	1,291,432.90	88
310 LANDFILL-SOLID WASTE	56,852.46	99.30	99.30	0.00	56,753.16	100
312 SOLID WASTE COLLECT	2,879,759.00	98,024.19	98,024.19	155,000.00	2,626,734.81	91
318 ANIMAL SHELTER	156,218.92	9,487.10	9,487.10	0.00	146,731.82	94
330 HEALTH SERVICES	82,600.00	5,687.70	5,687.70	0.00	76,912.30	93
601 DEPT. OF SOCIAL SERVICES	64,210.00	2,490.44	2,490.44	0.00	61,719.56	96
602 D.S.S. FAMILY INDEP	58,330.00	4,567.04	4,567.04	0.00	53,762.96	92
610 VETERANS AFFAIRS	161,561.41	10,760.10	10,760.10	0.00	150,801.31	93
840 LIBRARY	1,159,867.00	62,655.57	62,655.57	0.00	1,097,211.43	95
999 LEASE	162,156.00	39,925.75	39,925.75	0.00	122,230.25	75
	<u>44,906,126.00</u>	<u>3,626,062.77</u>	<u>3,626,062.77</u>	<u>357,044.96</u>	<u>40,923,018.27</u>	<u>91</u>

SUBJECT: 100% FIRE SERVICE GRANT APPLICATION

This is being presented as information to the Public Safety Committee and to full County Council as there is no local cash match. The local match is in-kind staff service, making this a 100% grant. As always, we like to keep Council in the loop on all grant activity.

Our Pre-Disaster Mitigation Plans must be revisited in 2016 for needed updates. We are seeking grant funding to complete this task. Attached is the letter that accompanies the grant application. The federal share will be \$18,372 (funds technical assistance and revision costs) and the local match is staff time (primarily Patrick Helms) at \$6,244.

This must be completed in 2016 and as always the Fire Service staff is seeking to minimize any cost to the local taxpayers.

Please advise if you have any questions.

SW



**Lancaster
County
Emergency
Management**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-285-7333

Fax
803-289-2933

E-mail
LCEM@comporium.net



Proud and Progressive

August 6, 2015

Ryan Guerry
Hazard Mitigation Specialist
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Dear Mr. Guerry,

Lancaster County Emergency Management is submitting a Pre-Disaster Mitigation grant application to fund the update of the county's Pre-Disaster Mitigation Plan that is due to expire in 2016. As part of the PDM/Hazard Mitigation Grant process, a local funding match is required. This letter serves as the County's Commitment to meet the matching fund requirements for the update the plan should the grant application be approved. The projected cost of the project is \$24,976.00 with the local match share being \$6,244.00 and a Federal Share of \$18,732.00. The local match requirement of 25% will be met with in-kind services of the Emergency Management staff.

Sincerely,

John, S. Willis, Administrator
County of Lancaster



P.O. Box 1296
Lancaster, SC 29701

TEL: 803-293-4955
FAX: 803-293-0955

Memo To: Infrastructure and Regulation Committee
Of Lancaster County Council

Memo From: Sally P. Sherrin
Executive Director

SPS

Re: Information Updates

Date: July 24, 2015

Please accept this memo as an update regarding FTA funding related to the urbanized areas of Lancaster County.

Currently Lancaster County Council on Aging receives FTA funding through SC Department of Transportation for Rural Services (Section 5311) and State funds called State Mass Transit Funds (SMTF) for services in the large urbanized areas of Lancaster County. With these funds and the required matching funds, Lancaster County Council on Aging provides the LARS demand response services to residents of Lancaster County.

By FTA regulation, rural funding cannot be used to pick up residents residing in large urban areas and conversely, large urban funding cannot be used to pick up residents that reside in rural areas.

1. The funds designated for the now urbanized areas of Lancaster County are designated to CATS (Charlotte Area Transit System) via their FTA allocation of large urban funding.

Large Urban Funding (Section 5307) can be utilized for fixed route services for the urbanized areas of Lancaster and York Counties will soon be made available from CATS. CATS has requested that another entity be designated as the recipient for these funds. RFATS has offered to be the designated recipient of these funds (RFATS is the Rock Hill-Fort Mill Area Transportation Study, an intergovernmental transportation planning organization for eastern York County as well as the panhandle of Lancaster County, South Carolina.)

Lancaster County Council on Aging, Inc. supports the designation of RFATS as the direct recipient of the large urban funding for York and Lancaster Counties

Lancaster County Council on Aging
100 South Main Street
Lancaster, SC 29701

(Lancaster County Council on Aging Board of Directors action on this matter will be on the agenda for September 2015).

2. There is an additional allocation of funds for the Elderly and Disabled (Section 5310) funding that will soon be made available from CATS that can be used for demand response services in the large urbanized areas of Lancaster County. These funds are currently very small; however it is reasonable to expect that they will increase in the upcoming years.

LARS is operated on a zone type service. Indian Land residents can be picked up only on Friday. If the Elderly and Disabled funds from CATS do increase, it has been suggested that the Indian Land area of Lancaster pilot demand response services five days per week instead of one day per week to better gauge the demand for service that exists in the Indian Land zone.



August 5, 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, ReelzChannel (SD & HD), Go! TV (SD & HD), Pivot, 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, NBC Sports Network (SD & HD), GMA Pinoy TV, GMA Life TV.

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: None at this time.

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.

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, appearing to read 'Ben Breazeale'.

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



WE BUY VACANT HOMES*

Neighborhood Initiative Program

The Catawba Regional Council of Governments, in cooperation with the South Carolina Housing Corporation, has received funding to purchase and demolish uninhabitable vacant homes in an effort to reduce blight and increase property values across the Catawba Region.

If you own a residential property that is vacant and has been condemned or is otherwise uninhabitable, please contact us to discuss participating in the program.

**Catawba Regional
Council of Governments**



Serving Chester, Lancaster, Union, & York Counties

*subject to approval of SC Housing

**IF YOU OWN A
RESIDENTIAL
PROPERTY THAT IS
VACANT AND
CONDEMNED OR
OTHERWISE
UNINHABITABLE**

CONTACT US!

PROGRAM ELIGIBILITY REQUIREMENTS:

- OWNER MUST BE WILLING TO SELL THE PROPERTY
- MUST BE A RESIDENTIAL HOME / MOBILE HOME
- ALL STRUCTURES MUST BE UNINHABITABLE AND VACANT
- MUST BE IN A NEIGHBORHOOD OR IN PROXIMITY TO OTHER OCCUPIED HOMES

**IF YOU HAVE A HOME
YOU'D LIKE TO SELL**

Please contact:

Cole McKinney
Catawba Regional COG
(803) 327-9041

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, August 24 th	6:30 p.m.	Regular Council Meeting
Tuesday, September 1 st	4:00 p.m.	Capital Sales Tax – Roads Kick Off Celebration Walnut Creek Park
Monday, September 7 th	CLOSED	Labor Day Holiday
Tuesday, September 8 th	3:00 p.m.	I&R Committee Council Conference Room
Monday, September 14 th	6:30 p.m.	Regular Council Meeting
Tuesday, September 15 th	8:00 a.m.	Public Safety Committee Council Conference Room
Thursday, September 17 th	4:30 p.m.	Administration Committee Council Conference Room
Monday, September 28 th	6:30 p.m.	Regular Council Meeting
Friday, October 2 nd and 3 rd	TBA	Strategic Planning Session Place: TBA

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
 The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
 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
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov) 11:45 a.m. ... Health & Wellness Comm., various locations
 2nd 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