

# Lancaster County Council Administration Committee

Thursday, April 16, 2015

County Council Conference Room  
Council Administration Building  
100 N. Main Street  
Lancaster, SC 29720

1. **Call to Order – Committee Chair Brian Carnes** 4:30 p.m.
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the April 2, 2015 Administration Committee – pgs. 2-8**
4. **Citizens Comments**
5. **Discussion / Action Items**
  - a. **Heath Springs Industrial Park Speculative Building. Keith Tunnell – pg.9-79**
  - b. **Process Improvement – Procurement. Bryant Cook – pgs.80-89**
  - c. **Application for Employment. Lisa Robinson/John Weaver – pgs. 90-95**
  - d. **Proposed Ordinance regarding Nutramax Fee Agreement . John Weaver – pgs. 96-114**
  - e. **Proposed Resolution regarding the Fee Agreement transfer of MacMillian Investments. John Weaver – pgs. 115-126**
  - f. **Proposed amendment to Ordinance 960. John Weaver – pgs. 127-132**
  - g. **Annual Council of Government grants. Steve Willis – pgs.133**
  - h. **Proposed Ordinance in regards to expanding the boundaries of the Multi-County Park with Chesterfield County. John Weaver – pgs. 134-138**
  - i. **LCEDC Employees – Employer/Employee Relationship. John Weaver – pgs. 139**
  - j. **FY 2015-2016 Budget Review. Steve Willis – pg. 140-141**
6. **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 Administration Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)**





*Members of Lancaster County Council*  
*Administration Committee*

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

**Minutes of the Lancaster County Council Administration Committee Meeting**

101 N. Main Street, Lancaster, SC 29720

Thursday, April 2, 2015

5:30 p.m.

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

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

**Approval of the agenda**

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

**Minutes of the March 5, 2015**

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

**Discussion / Action Items**

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

Mr. Willis also proposed to add the following:

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

### **Recreation Department**

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

### **Grants Match Account**

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

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

### **Airport**

A mower was moved into this department Public Works.

### **Clemson Ext.**

Recommended not funding

### **Old English District**

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

### **Solicitor**

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

### **Soil and Water Conservation District**

Increased for dam maintenance.



### **Council on Aging**

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

### **Library**

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

### **USCL**

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

### **Administration**

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

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

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

### **Finance**

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

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

### **Human Resource**

No changes to the budget



### **Risk Management**

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

### **MIS**

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

### **GIS**

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

### **Zoning**

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

### **Planning**

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

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

### **Building**

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

### **Lancaster County Economic Development**

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



### **Assessor**

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

### **Auditor**

No change in this budget.

### **Treasurer**

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

### **Delinquent Tax**

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

### **Registration and Election**

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

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

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

### **Potential changes to tax bill**

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

### **Changes to the monthly Finance Report**

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



## **Adjournment**

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

Respectfully Submitted:

Approved by the Administration Committee Chair

Debbie C. Hardin  
Clerk to Council

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Brian Carnes, Chairman



## Agenda Item Summary

Ordinance # / Resolution#: 2014-1260

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 16, 2015

Committee: Administration

**Issue for Consideration:** Whether or not there will be sufficient money available to Lancaster County through the 7% Economic Development Fund to support a repayment guarantee to Santee Cooper should a loan commitment be made by Santee Cooper for the construction of a spec building in the Heath Springs Industrial Park.

The 7% Economic Development Fund ordinance referenced above was passed by Council on March 24, 2014. For some months since, Council has discussed the appropriateness of using the 7% fund monies as a catalyst to build a spec building in the Heath Springs Industrial Park. Preliminary building plans and cost estimates for the structure have been created, as well as have possible financing opportunities with Santee Cooper been explored. During the course of the financial explorations, LCEDC financial projections for the 7% Fund were provided in support of the financing, but those numbers, when presented for verification, were questioned by the County Auditor. After discussions by me with Mike Ey, I asked him to review an earlier email from DOR to Mrs. Morgan and to voice his opinion as to when the 7% monies contemplated in Ordinance 2014-1260 became available for use and what other obligations, if any, took priority over the 7% money with the five (5) economic development ordinances passed by Council subsequent to the passage of Ordinance 2014-1260.

This summary relates only to the background questions that resulted in Mr. Ey's March 2, 2015 Memorandum. Additional information has been provided by LCEDC for the Committee's/Council's consideration.

**Points to Consider:** I believe that certain reductions have been made in the size and/or materials for the proposed spec building. Approximate round figures made available earlier to Council estimated a cost of \$2.1 Million with approximately \$700K being available from various sources as equity money. A verifiable repayment source for the \$1.4+ Million loan from Santee Cooper must be established for the loan approval. The loan rate and terms are very favorable (to be detailed by LCEDC), but the loan will not be approved until and unless the repayment is assured in the event that the building is not sold before the loan repayment begins.

**Funding and Liability Factors:** Based upon the method of calculations set forth in the memorandum from Mr. Ey and the financial calculations of Cheryl Morgan, there appears to be insufficient funding to support a viable repayment schedule for a Santee Cooper loan. Obviously Council could decide to pay cash for the \$1.4 Million shortage by drawing down from Fund Balance or pledge the full faith and credit of Lancaster County so as to move forward on the project.

**Council Options:** 1) Pay cash from Fund Balance; 2) Pledge General Fund revenue; 3) Decline to move forward with the spec building project; 4) Accept LCEDC projections and move forward with the loan application.

**Recommendation:** The options available to Council are solely within the purview of the policy makers and staff has no recommendation.



STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2014-1260

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ARTICLE V, CHAPTER 2 OF THE LANCASTER COUNTY CODE, RELATING TO FINANCE AND FISCAL PROCEDURES, SO AS TO ADD A NEW DIVISION TITLED **"ECONOMIC DEVELOPMENT FUND"**, TO PROVIDE FOR THE CREATION OF THE FUND AND ITS PURPOSES AND USES; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

**Section 1. Economic Development Fund.**

Article V, Chapter 2 of the Lancaster County Code is amended by adding:

"DIVISION 7. Economic Development Fund

**Sec. 2-251. Economic Development Fund.**

(a) *Creation.* There is created in the County Treasury the Economic Development Fund. This fund is separate and distinct from all other funds of the County. Earnings and interest on this fund must be credited to it. Any balance in this fund at the end of a fiscal year shall be carried forward to the succeeding fiscal year and used for the same purposes as other monies in the fund are used.

(b) *Source.* It is the intent of Council to direct an amount up to seven percent (7%) of the revenue received annually pursuant to any negotiated fee-in-lieu of tax arrangement or other incentive arrangement to the Economic Development Fund beginning with incentive arrangements approved by Council after November 30, 2013. Council shall include in each ordinance approving an incentive arrangement a provision that specifies the percentage of the revenue from the incentive arrangement that is to be credited to the Economic Development Fund.

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CLERK OF COURT  
LANCASTER, SC



(c) *Expenditures.* Monies in the Economic Development Fund may be expended for economic development purposes as approved by Council in the annual county budget or in an ordinance separate from the county budget ordinance."

**Section 2. Authority to Act.**

The Council Chair, Secretary and Clerk, the County Administrator, County Finance Director and any other appropriate County official is each authorized to take such actions as may be necessary to effectuate the purposes of this ordinance.

**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 in the Lancaster County Code or other County orders, resolutions, and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 5. Effective Date.**

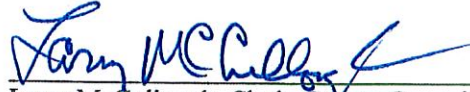
This ordinance is effective upon third reading.

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AND IT IS SO ORDAINED, this 24th day of March, 2014.

**LANCASTER COUNTY, SOUTH CAROLINA**

  
Larry McCullough, Chair, County Council

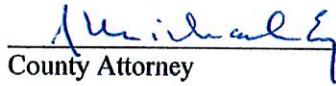
  
Jack Estridge, Secretary, County Council

ATTEST:

  
Debbie C. Hardin, Clerk to Council

First Reading: February 24, 2014  
Second Reading: March 10, 2014  
Third Reading: March 24, 2014

Approved as to form:

  
County Attorney

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## MEMORANDUM

TO: John L. Weaver  
County Attorney  
Lancaster County

FROM: J. Michael Ey *ME*  
McNair Law Firm, P.A.

DATE: March 2, 2015

RE: Lancaster County Economic Development Fund Emails

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Below is the text of the email you forwarded from Cheryl Morgan, Lancaster County Auditor. Ms. Morgan's email included an email to Ms. Morgan from Jerilynn VanStory with the South Carolina Department of Revenue, dated Tuesday, May 13, 2014, at 2:51 p.m. You asked that I voice my agreement or otherwise to Ms. Morgan's and Ms. VanStory's emails. I understand that Ms. Morgan's concerns arise in part from the County's proposed financing of a "spec" building in the Heath Springs Industrial Park which may involve a pledge of monies in the Lancaster County Economic Development Fund – please note that I have not been in any discussions concerning the spec building or its financing and I have not reviewed any documents concerning it. For that reason, I have no knowledge of the Heath Springs spec building project and its proposed financing and it is not the subject of this memorandum.

### Ms. VanStory's Email

Below, in black type, is the text of Ms. VanStory's email. My comments are in red *italics*.

This is my personal opinion Cheryl. It is not the opinion of the Department of Revenue and I want to make that clear. When we talked in Myrtle Beach, I understood that the money was being allocated to an economic development corporation, which I had serious reservations about. However, reading the ordinance, it appears that it [is] going into a separate county fund to be used for economic development purposes. *Ordinance No. 2014-1260, passed by Council in March 2014, creates an economic development fund. Monies in the fund would "be expended for economic development purposes as approved by Council in the annual county budget or in an ordinance separate from the county budget ordinance." Nothing in Ordinance No. 2014-1260 says any monies are being allocated to an economic development corporation. This is slightly different*



though I think the way that is being done probably does not comport with the statute and secondary authorities that we have concerning multicounty parks. The ordinance appears to be inconsistent with the provisions relating to multicounty parks and several AG's opinion[s] on this subject and DOR's one policy document on this subject. [As] I read the ordinance, it appears that rather than amending each multicounty park agreement to reflect a new distribution amount which may be ok (though I still have doubts), they plan to do the 7% provision only for new projects in the multicounty park or under a fee in lieu arrangement whether in a multi-county park or not. All the AG's opinions and the Policy document state that all revenues from all properties in a park must be distributed in accordance with the multicounty park agreement and based on the outstanding authorities we have I don't think that the county can state that the distribution for new project B located in multicounty park results in 7% going into the Economic Development Fund but for the distribution on existing project A, 7% is not directed to the economic development fund. *Ms. VanStory's email is dated May 13, 2014. The above discussion is mere speculation on how Council might direct monies to the fund. Why is it speculation? Because as of May 13, 2014, Council had taken no actions to direct any monies to the fund. Ordinance No. 2014-1260 reflects the basic structure of the fund and sets out a general framework for providing monies for economic development. Ordinance No. 2014-1260 clearly states Council's intention: direct an amount of money from new incentive arrangements to the fund which Council would address in each specific incentive ordinance. Council would direct monies to the fund on a case-by-case basis dependent on the facts and circumstances applicable to each project. Today, a year has passed since Council approved Ordinance No. 2014-1260 and Council has approved five ordinances specifically directing monies to the Economic Development Fund. Before jumping to any conclusions based only on a review of Ordinance No. 2014-1260, a review of all applicable ordinances should be made. Each of the five specific ordinances are discussed in detail below. Additionally, since when is an economic development fund a taxing entity? Nothing in Ordinance No. 2014-1260 says the "economic development fund" is a "taxing entity." If the county wanted to up their percentage by 7% or designate that 7% of the revenues resulting from the existing revenues allocated to the county under the agreement are allocated to the economic development fund, they can certainly do that, but I have doubts as to whether what is done here comports with the law. As stated above, the analysis is based on speculation, not on a complete and thorough review of the facts and ordinances. However, as stressed at the Myrtle Beach meeting, DOR does not have jurisdiction over multicounty park matters. Once your new attorney is on board, I would have him look over the authorities I gave you on multicounty parks and see what he thinks. Also, I have found several for the counties to be particularly knowledgeable about multicounty park issues – these include Jeff Anderson (Lexington), Jay Tothacer (Newberry) and Tom Martin (Pickens). He may want to consult with them and see what they think. Just curious, but do you know who drafted the ordinance in question? I drafted Ordinance No. 2014-1260 and the five subsequent ordinances and believe them to fully comport with the laws applicable to multi-county parks.*



## Analysis of Specific Ordinances

1. Ordinance No. 2014-1277, approved by Council on June 23, 2014.

This ordinance applies to the Gillette (Project L) expansion. Section 6 of the ordinance provides

(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.

The Gillette property is located in an existing multi-county park and that multi-county park includes properties other than Gillette's. Because the property is in an existing multi-county park, the distribution of monies from Gillette is governed by the terms of the applicable multi-county park agreement. This means Council's ability to access a portion of the monies for the Economic Development Fund is limited. The way Council will access the monies will be through the annual budget process. In other words, using a formula based on the amount of monies received by Lancaster County, after distribution to other taxing entities, the designated percentage will be appropriated to the Economic Development Fund. Although cumbersome, this method provides a way for accessing the Gillette revenues for the economic development fund works.

2. Ordinance No. 2014-1289, approved by Council on July 28, 2014.

This ordinance applies to the Keer America Corporation project. Ordinance No. 2014-1289 amends Section 6 of the multi-county park ordinance applicable to the Keer project. Section 6 provides for the distribution of monies received pursuant to the Keer multi-county park agreement, more specifically

(a) Revenues generated from industries or businesses located in the Lancaster County portion of the Park to be retained by Lancaster County shall be distributed within Lancaster County in accordance with this subsection:

(1) First, not more than sixty percent (60%) of the revenue, if so much be necessary, to pay annual debt service on any special source revenue bonds issued by Lancaster County pursuant to Ordinance No. 2013-1234;

(2) Second, not more than thirty percent (30%) of the revenue, if so much be necessary, to reimburse Lancaster County for expenses incurred by it for the costs of issuance of the special source revenue bonds issued by Lancaster



County pursuant to Ordinance No. 2013-1234, provided, however, the reimbursement to Lancaster County pursuant to this item (2) is limited to a cumulative total of one hundred thirty-four thousand dollars and no/100s (\$134,000.00);

(3) Third, seven percent (7%) to the Lancaster County Economic Development Fund created pursuant to Ordinance No. 2014-1260; and

(4) Fourth, the remaining balance to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Chesterfield County portion of the Park shall be retained by Lancaster County.

Because the multi-county park agreement applicable to the Keer project applies only to the Keer project and to no others and the Keer project was entirely new, Council was able to provide in the multi-county park agreement for a portion of the Keer revenue to the Economic Development Fund. When these two facts are present, this is the preferred method for directing monies to the Economic Development Fund. The amount that flows to the Economic Development Fund would include a portion of the monies that would normally flow to the school district.

### 3. Ordinance No. 2014-1304, approved by Council on October 13, 2014.

This ordinance applies to the Lancaster Telephone Company and Fort Mill Telephone Company project (Project Rock). The incentive provided for this project is a negotiated fee-in-lieu of tax arrangement, and without multi-county status. Section 5 of Ordinance No. 2014-1304 provides that

(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.

Because of the lack of a multi-county park arrangement for this project, Council has far less discretion on the distribution of monies. State law requires the various taxing entities to get their proportionate amount based on millage. This means that for Project Rock revenues, the percentage amount will be applied to monies received by Lancaster County after distribution to other taxing entities. Like Project L, the County will have to use the annual budget process to provide a stream of revenue from this project to the Economic Development Fund.

4. Ordinance No. 2014-1312, approved by Council on November 10, 2014.

This ordinance applies to the Lyon Industries-Chicago, Inc., and RAL Industries LLC project (Project Lyon). The incentives for this project involve special source revenue credits and multi-county park status. The project property was placed under the Master Multi-County Park arrangement between Lancaster County and Chesterfield County. Section 5 of Ordinance No. 2014-1312 provides that

(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 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 Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

The Master Multi-County Park arrangement applies not only to Project Lyon property but also to several pre-existing projects. The terms of the Master Multi-County Park Agreement and its approving ordinance govern the distribution of revenues received from the various projects covered by the agreement and ordinance. For that reason, the methods available to Council for providing a stream of revenue from Project Lyon to the Economic Development Fund are limited. Like Project L and Project Rock, the budget process provides the method to accomplish the stated goal. The computation of the amount is made after distribution to other taxing entities.

5. Ordinance No. 2015-1323, approved by Council on February 9, 2015.

This ordinance applies to the Silgan Containers Manufacturing Corporation project (Project Mermaid). The incentives provided included a negotiated fee-in-lieu of tax arrangement and



multi-county park status. Project Mermaid property is being placed under the Master Multi-County Park arrangement between Lancaster County and Chesterfield County. Section 6 of Ordinance No. 2015-1323 provides that

(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.

The Master Multi-County Park arrangement applies not only to Project Mermaid property but also to several pre-existing projects. The terms of the Master Multi-County Park Agreement and its approving ordinance govern the distribution of revenues received from the various projects covered by the agreement and ordinance. For that reason, the methods available to Council for providing a stream of revenue from Project Mermaid to the Economic Development Fund are limited. Like Project L, Project Rock, and Project Lyon, the budget process provides the method to accomplish the stated goal. The computation of the amount is made after distribution to other taxing entities.

### **Conclusion**

I originally reviewed Ms. VanStory's email in May 2014. My comments today are the same as I made to Ms. VanStory when I spoke to her by telephone then. I firmly believe the County's actions described above concerning the Economic Development Fund fully comport with the applicable law in South Carolina. As you may conclude, it is not a simple task to provide a stream of revenue from new economic development projects to the Economic Development Fund. Please contact me if you need anything else.



## 7% Fund Projections

Year	Silgan	Comporium	Duracell	Fancy Pokket	Keer America	Movement	HGM (New)	Total
2017	\$1,560	\$7,735	\$55,681	\$4,809	\$16,223			\$86,008
2018	\$1,381	\$6,779	\$48,799	\$4,512	\$34,829	\$28,466		\$124,766
2019	\$1,203	\$5,823	\$41,917	\$4,216	\$57,075	\$27,280		\$137,513
2020	\$1,024	\$4,867	\$35,035	\$7,839	\$50,892	\$26,094	\$171,052	\$296,803
2021	\$846	\$3,911	\$28,153	\$7,246	\$44,709	\$24,908	\$170,303	\$280,076
2022	\$1,335	\$2,955	\$21,271	\$13,307	\$38,526	\$24,315	\$169,554	\$271,263
2023	\$978	\$1,999	\$14,390	\$12,121	\$32,343	\$24,315	\$168,805	\$254,951
2024	\$621	\$1,043	\$7,508	\$10,936	\$26,160	\$24,315	\$168,056	\$238,638
2025	\$556	\$869	\$6,256	\$10,720	\$20,836	\$24,315	\$167,308	\$230,860
2026	\$556	\$869	\$6,256	\$10,720	\$17,345	\$24,315	\$166,559	\$226,620
2027	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,810	\$256,723
2028	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2029	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2030	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2031	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2032	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2033	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2034	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2035	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2036	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2037	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,586
2038	\$556	\$869	\$12,513	\$10,720	\$41,940		\$165,674	\$232,272
2039			\$12,513	\$10,720	\$41,940		\$165,674	\$230,847
2040			\$12,513	\$10,720	\$41,940		\$165,674	\$230,847
2041			\$12,513	\$10,720			\$165,674	\$188,907
2042			\$12,513				\$165,674	\$178,186
	\$16,735	\$47,278	\$465,470	\$247,230	\$926,099	\$495,781	\$3,832,551	\$2,074,283
								\$6,031,144

10 Year Total

Total All Years

LCEDC Projections



	A	B	C	D	E	F	G	H	I	J
	INVESTMENT	RATIO	ASSMT	MILLAGE	GROSS DUE	1%	NET	7%	NET TO BILL	COMPANY NAME
1	\$3,000,000.00	6%	180,000	0.094	\$16,920.00	\$169.20	\$16,750.80	\$1,172.56	\$15,578.24	SILGAN
2	\$7,500,000.00	6%	450,000	0.088	\$39,600.00	\$396.00	\$39,204.00	\$2,744.28	\$36,459.72	COMPORIUM
3	\$69,000,000.00	6%	4,140,000	0.089	\$368,460.00	\$3,684.60	\$364,775.40	\$25,534.28	\$339,241.12	DURACELL
4	\$8,000,000.00	6%	480,000	0.087	\$41,760.00	\$417.60	\$41,342.40	\$2,893.97	\$38,448.43	FANCY POKKET
5	\$218,000,000.00	4%	8,720,000	0.087	\$758,640.00	\$7,586.40	\$751,053.60	\$52,573.75	\$698,479.85	KEER
6	\$5,000,000.00	6%	300,000	0.097	\$29,100.00	\$291.00	\$28,809.00	\$2,016.63	\$26,792.37	MOVEMENT
7	\$5,000,000.00	4%	200,000	0.079	\$15,800.00	\$158.00	\$15,642.00	\$1,094.94	\$14,547.06	HGM
8	INVESTMENT	RATIO	ASSMT	MILLAGE	GROSS DUE	1%	NET	7%	NET TO BILL	COMPANY NAME
9						\$12,702.80		\$88,030.40		TOTALS
10								\$586.28	50% SILGAN	
11								\$12,796.14	50% GILLETTE	
12								\$2,170.48	75% FANCY	
13								\$72,477.50		
14										

Lancaster Co. Auditor's Projections



# **Santee Cooper Economic Development Loan Program**



## Loan Details

- Up to \$6 million per Electric Cooperative
- Term: Not to exceed 10 years
- Interest Rate: 2% (Years 1-5); 10-Year US Treasury Rate (Years 6-10)
  - *Possible Principal deferment for Years 1-3*      *Since Changed to 0% Years 1-3*
- Eligible Uses of Funds:
  - Construction of speculative building
  - Property acquisition for industrial park
  - Infrastructure improvements or expansion
- Maximum of 60% of total "project" costs
- No prepayment penalties
- Loan must be repaid once building is sold or leased
- Certain securities and/or liens on property will be required
- *\*Details current as of June 1, 2014*



# Loan Program 1 Update

Borrower	Customer	Borrower/ Partner Investment	Santee Cooper Loan Amount	Board of Directors presentation date	Total Project Investment
City of Greer	Greer CPW	\$2,500,000	\$3,500,000	August 19, 2013	\$6,000,000
Union County	City of Union	\$2,141,640	\$2,500,000	September 10, 2013	\$4,641,640
<b>TOTAL:</b>		<b>\$4,641,640</b>	<b>\$6,000,000</b>	<b>2 Loans</b>	<b>\$10,641,640</b>



# Loan Program 2 Update

Borrower	Customer	Borrower/ Partner Investment	Santee Cooper Loan Amount	Board of Directors approval date	Total Project Investment
Dorchester County	Edisto Electric Co-op	\$1,542,303	\$2,100,000	June 25, 2012	\$3,642,303
Newberry County	Newberry Electric Co-op	\$950,000	\$2,000,000	August 20, 2012	\$2,950,000
Laurens County Development Corporation	Laurens Electric Co-op	\$600,000	\$1,500,000	February 25, 2013	\$2,100,000
Blythewood Facilities Corporation	Fairfield Electric Co-op	\$720,000	\$900,000	April 26, 2013	\$1,620,000
Anderson County	Blue Ridge Electric Co-op	\$1,712,085	\$1,800,000	August 19, 2013	\$3,512,085
Marlboro Development Team	Marlboro Electric Co-op	\$1,150,000	\$2,100,000	August 19, 2013	\$3,350,000
Pee Dee Electricom	Pee Dee Electric Co-op	\$4,545,000	\$2,600,000	September 10, 2013	\$7,145,000
Colleton County	Coastal Electric Co-op	\$860,000	\$1,200,000	December 9, 2013	\$2,060,000
York County	York Electric Co- op	\$2,220,000	\$3,000,000	December 9, 2013	\$5,220,000
<b>TOTAL:</b>		<b>\$14,299,388</b>	<b>\$17,200,000</b>	<b>9 Loans</b>	<b>\$31,599,388</b>



**LCEDC Supplemental Questions/ANSWERS for Santee Cooper Building Loan Application**

1. Size of planned speculative building: **50,000 sf expandable to 100,000 sf**
2. Name of park speculative building will be located: **Heath Springs Industrial Business Park**
  - a. Total size of park: **67 acres**
  - b. Total acreage used for speculative building: **11 acres**
3. List of other entities/businesses located within the park, if any: **Rico Tag Express (120,000 sf building, tilt wall, concrete, completed in 2011).**
4. Names and distances to the following:
  - a. Major Highway: **US 521 (at site)**
  - b. Interstate: **I-20 (25 miles); I-77 (26 miles)**
  - c. Ports: **Port of Charleston (165 miles)**
  - d. Civil Airport: **Lancaster County Airport (6,004 ft. runway) – 11 miles**
  - e. Major Airport: **Charlotte Douglas International (50 miles)**
  - f. Rail: **Lancaster & Chester Railroad (at site)**
5. Names of utility providers for the building, please include size/capacity of lines:
  - a. Electric: **Lynches River Electric Cooperative/3-Phase Power**
  - b. Water: **Town of Heath Springs/12-inch line**
  - c. Sewer: **Town of Heath Springs/8-inch line**
  - d. Natural Gas: **Lancaster County Natural Gas Authority/6-inch line**
6. Total Project Costs – broken down by category (i.e. construction, land preparation, engineering & design, land acquisition, infrastructure ...): **SEE ATTACHED SPREAD SHEET & Landscape Quote**
7. Total funding sources – broken down by funding agency (i.e. Santee Cooper, Electric Cooperative, Water & Sewer authority, City, County ...)
  - a. **Santee Cooper- \$2,129,650.00 (LOAN)**
  - b. **Lynches River Electric Cooperative- \$200,00.00 (GRANT)**
  - c. **SCDOC Grant- \$350,000.00 (GRANT)**
  - d. **Lancaster County- \$70,000 (GRANT MATCH)**
  - e. **Total Project Costs Estimate: \$2,749,650.80**
  - f. **SC Commerce Provision \$75,000**

Attachments needed, if available:

1. **Letter from borrowing entity (elected official or CEO) outlining source of funding to pay for loan (i.e. annual budgetary appropriation, special fund, and/or utility revenues ...)**



Josh, we are waiting for County Council to wrap up the details on this item, but should have it to you after our next council meeting.

2. Letter from CEO (chief elected or executive officer) of electric cooperative/provider stating support for the project. **See Attached**
3. Map of where the park/site is located: **See Attached**
4. Aerial and/or conceptual plan of park and site: **See Attached**
5. "Basic" building site plan: **See Attached**





**Lynches River Electric  
Cooperative, Inc.**

A Touchstone Energy® Partner 

Elaine J. McKinney  
Director of Business Retention & Expansion and Grants  
Lancaster County Economic Development Corporation

Dear Ms. McKinney

Lynches River Electric Cooperative will commit at least \$200,000.00 to the Heath Springs Spec Building project in the Heath Springs Commerce Park located in Heath Springs, South Carolina over the years 2013, 2014 and 2015. \$50,000.00 was donated to LCEDC in December 2013 for this project. We anticipate additional \$75,000.00 to \$125,000.00 to be donated to LCEDC in calendar year 2014. The remainder will be donated in calendar year 2015.

Very Truly Yours



David A. Altman  
CEO & President



DEED DRAWN BY:  
ROBERT K. FOLKS  
ATTORNEY AT LAW

RECORDED THIS 25th DAY  
OF JULY, 2005  
IN BOOK O PAGE C-01  
*Carol A. Morgan*  
Auditor, Lancaster County, SC

2005500193  
DEED  
RECORDING FEES \$10.00  
EXEMPT  
PRESENTED & RECORDED:  
07-19-2005 04:53 PM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK: DEED 291  
PG: 323-325

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **Lancaster County Economic Development Corporation**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100ths (\$5.00) Dollars, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto **The County of Lancaster, a body politic** ("Grantee"), and Grantee's successors and assigns, the following described property, to wit:

All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, fronting on Boyd Falls Road, containing 11.159 acres, being shown, described and designated as Tract A1 & A2 on plat of survey entitled "Lancaster County Economic Development Corporation" prepared by Enfinger & Associates dated July 12, 2004 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2004-567, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Lancaster County Economic Development Corporation by Deed of Bridges Construction Company dated and recorded October 18, 2004 in Deed Book 255 page 172 in the Register of Deeds Office, Lancaster County, South Carolina.

**Tax Map No. 122/76**

**ALSO:** All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, fronting on S.C. Highway 522, containing 56.685 acres, being shown, described and designated as Tract B1 on plat of survey entitled "Lancaster County Economic Development

**Grantee's Address:**  
101 N. Main St.  
Lancaster, SC 29720

**LANCASTER COUNTY ASSESSOR**  
**Tax Map:**  
0122 00 076 00

**LANCASTER COUNTY ASSESSOR**  
**Tax Map:**  
0122 00 077 00



STATE OF SOUTH CAROLINA

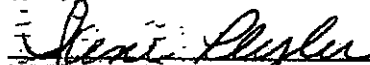
COUNTY OF LANCASTER

)  
)  
)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the above named Lancaster Economic Development Corporation, by Tim E. Gause, its Chairman and by Ann S. Taylor, its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 20<sup>th</sup> day of May, 2005.

 (Seal)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 8-3-08

mso:deedsmso deedsmso833-2nd



Corporation" prepared by Enfinger & Associates dated July 12, 2004 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2004-567, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Lancaster County Economic Development Corporation by Deed of J.M. Bridges a/k/a John Marion Bridges dated and recorded October 18, 2004 in Deed Book 255 page 174 in the Register of Deeds Office, Lancaster County, South Carolina.

**Tax Map No. 122/77**

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

**TOGETHER** with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Successors and Assigns forever.

**AND** the Grantor does hereby bind Grantor's Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Successors and Assigns, against Grantor and whomsoever through Grantor lawfully claiming, or to claim the same or any part thereof.

**WITNESS** the Grantor's Hand and Seal this 20<sup>th</sup> day of May, 2005, and in the two hundred twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Dwain Hardin

James P. Taylor


LANCASTER COUNTY ECONOMIC  
DEVELOPMENT CORPORATION (SEAL)

By: Tim E. Gause (Seal)  
Tim E. Gause, Chairman

By: Ann S. Taylor (Seal)  
Ann S. Taylor, Secretary




# Heath Springs Shell Building

ESTIMATE OF PROBABLE CONSTRUCTION COST		DATE: 03/23/15		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>CARLISLE ASSOCIATES</b>    <b>ARCHITECTS ENGINEERS</b> </div>
CARLISLE ASSOCIATES, INC.		BASIS FOR ESTIMATE		
Owner: Lancaster County		__ CODE A (NO DESIGN COMPLETE)		
Project Name: Heath Springs Shell Building		<u>X</u> CODE B (PRELIMINARY DESIGN)		
Location: Heath Springs Ind. Park, Heath Springs, SC		__ CODE C (FINAL DESIGN)		
A/E Project #: 099		OTHER		
CIVIL ESTIMATE SUMMARY SHEET		ESTIMATOR: EJR		CHECKED BY:
PROJECT SCOPE DESCRIPTION	Units	Qty	Unit Cost	TOTAL COST
<b>A. Site Prep</b>				
1. Site Clearing	AC	6	\$3,500.00	\$21,000.00
2. Topsoil Cut/Fill	CY	4,800	\$6.00	\$28,800.00
3. Excess Topsoil Stockpile	CY	2,600	\$8.00	\$20,800.00
4. Grading Cut/Fill	CY	6,400	\$6.00	\$38,400.00
5. Fine Grading	SY	15,500	\$2.50	\$38,750.00
6. Temporary/Permanent Seeding	AC	5	\$2,500.00	\$12,500.00
7. Light Duty Asphalt Pavement	SY	240	\$19.00	\$4,560.00
8. Site Lighting (Parking Lot & Bldg Exterior)	LS	1	\$8,000.00	\$8,000.00
9. Storm Drainage, (Various Size RCP)	LF	600	\$35.00	\$21,000.00
10. Roof Drainage, (10"-12" PVC)	LF	500	\$23.00	\$11,500.00
11. Storm Drain Inlets	EA	6	\$2,000.00	\$12,000.00
12. Rip Rap Aprons	EA	2	\$2,500.00	\$5,000.00
13. Storm Water Basin Outlet Works	EA	1	\$22,500.00	\$22,500.00
14. Erosion & Sediment Control	LS	1	\$20,000.00	\$20,000.00
			<b>Subtotal Site:</b>	<b>\$264,810.00</b>
<b>B. Building</b>				
1. Precast Concrete Ext., 30' Clear Hgt	SF	50,000	\$30.00	\$1,500,000.00
			<b>Construction Subtotal:</b>	<b>\$1,764,810.00</b>
<b>Architectural/Engineering/Permitting:</b>				
Survey:				\$6,000.00
Geotech:				\$6,000.00
Architectural/Engineering Fees:				\$137,000.00
Permit Fees:				\$2,000.00
Construction Inspections/As-built:				\$20,000.00
			<b>Architectural/Engineering/Permitting Subtotal:</b>	<b>\$171,000.00</b>
			<b>Subtotal:</b>	<b>\$2,200,620.00</b>
			<b>Contingency, (10%):</b>	<b>\$220,062.00</b>
			<b>Grand Total:</b>	<b>\$2,420,682.00</b>
<p>The above cost estimate is based on the historic cost data from RS Means and other sources and should be considered a budget price only.</p> <p>It is impossible to control the cost of labor, materials, equipment, or the contractors methods of determining price or competitive bidding, proposals or bids can not be guaranteed and may vary from the above estimated cost.</p>				



Heath Springs Shell Building

<b>ESTIMATE OF PROBABLE CONSTRUCTION COST</b> <b>CARLISLE ASSOCIATES, INC.</b> Owner: Lancaster County Project Name: Heath Springs Shell Building Location: Heath Springs Ind. Park, Heath Springs, SC A/E Project #: 099		DATE: 03/23/15 BASIS FOR ESTIMATE <input type="checkbox"/> CODE A (NO DESIGN COMPLETE) <input checked="" type="checkbox"/> CODE B (PRELIMINARY DESIGN) <input type="checkbox"/> CODE C (FINAL DESIGN) <input type="checkbox"/> OTHER	
--	--	---	--



CIVIL ESTIMATE SUMMARY SHEET		ESTIMATOR: EJR		CHECKED BY:
PROJECT SCOPE DESCRIPTION	Units	Qty	Unit Cost	TOTAL COST
<b>A. Site Prep</b>				
1. Site Clearing	AC	6	\$3,500.00	\$21,000.00
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			<b>Subtotal Site:</b>	<b>\$264,810.00</b>
<b>B. Building</b>				
1. Precast Concrete Ext., 30' Clear Hgt	SF	40,000	\$30.00	\$1,200,000.00
			<b>Construction Subtotal:</b>	<b>\$1,464,810.00</b>
<b>Architectural/Engineering/Permitting:</b>				
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Geotech:				\$6,000.00
Architectural/Engineering Fees:				\$137,000.00
Permit Fees:				\$2,000.00
Construction Inspections/As-built:				\$20,000.00
			<b>Architectural/Engineering/Permitting Subtotal:</b>	<b>\$171,000.00</b>
			<b>Subtotal:</b>	<b>\$1,900,620.00</b>
			<b>Contingency, (10%):</b>	<b>\$190,062.00</b>
			<b>Grand Total:</b>	<b>\$2,090,682.00</b>

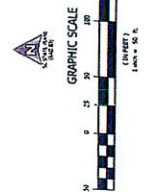
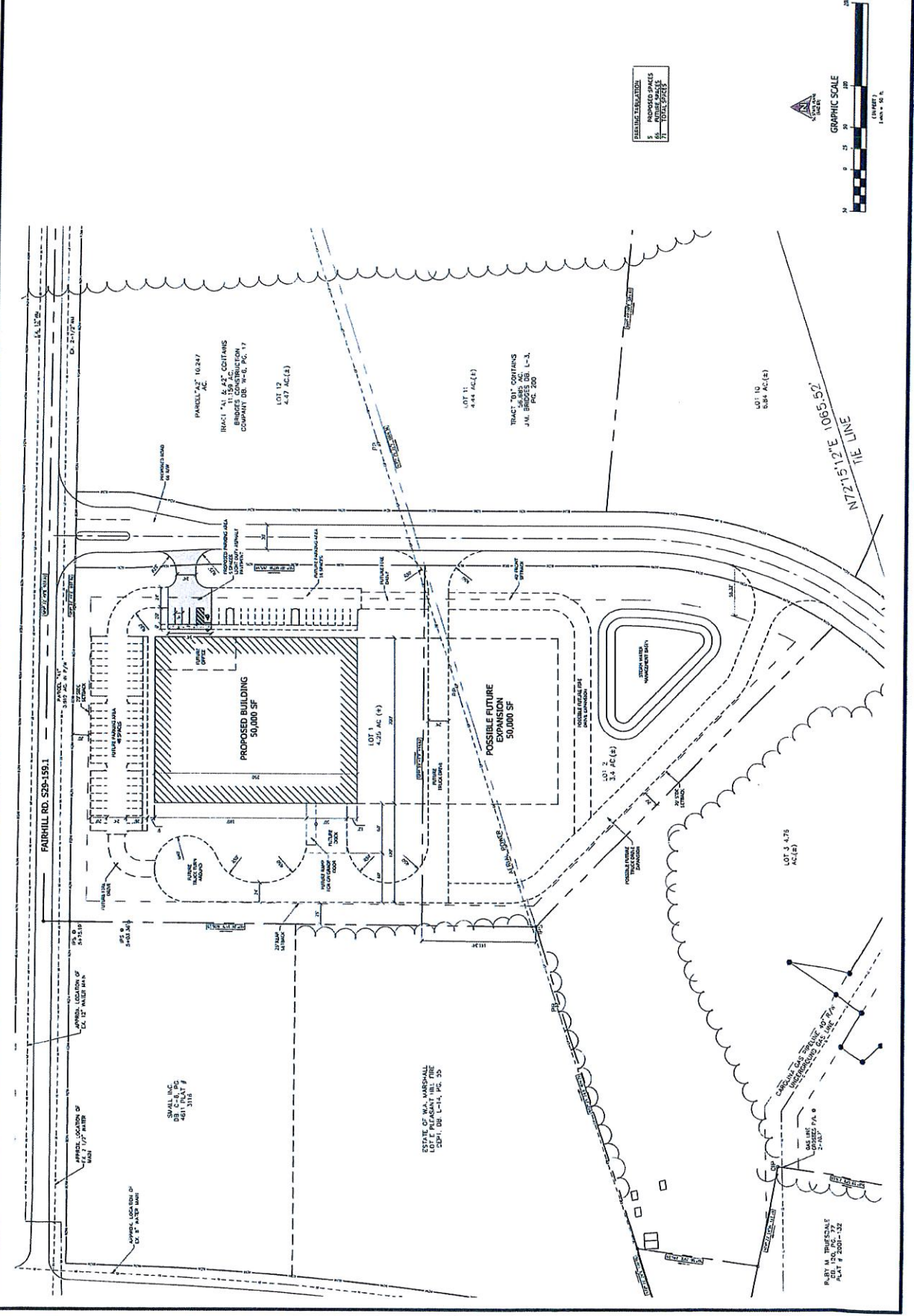
The above cost estimate is based on the historic cost data from RS Means and other sources and should be considered a budget price only.

It is impossible to control the cost of labor, materials, equipment, or the contractors methods of determining price or competitive bidding, proposals or bids can not be guaranteed and may vary from the above estimated cost.



SHEET NUMBER <b>C200</b> VI		DATE: 07/27/14
PROJECT TITLE <b>PRELIMINARY SITE LAYOUT PLAN</b>		
PROJECT TITLE <b>INDUSTRIAL PARK SHELL BUILDING</b>		
ARCHITECTS <b>CARLISLE ASSOCIATES</b>		
ENGINEERS <b>ARCHITECTS ENGINEERS</b>		
LANCASTER COUNTY, PA		
PREPARED BY: CARLISLE ASSOCIATES		
CHECKED BY: CARLISLE ASSOCIATES		
DATE: 07/27/14		
SCALE: 1" = 100'		
SHEET NO. 1 OF 1		

NOT FOR CONSTRUCTION



FEEDBACK INFORMATION	
1	PROPOSED PROJECT
2	PROPOSED PROJECT
3	PROPOSED PROJECT
4	PROPOSED PROJECT
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100	PROPOSED PROJECT







SYMBOL	THREES	SYMBOLS / COUNTRY NAME	QTY.	SIZE	COMMENTS
	CEDE	CEDEAS YODORAI YODORAI CEDAR	3	8" HT. 1IN.	LOCATE AS GRAMM
	CHIA	CHUYANDELA JANDUCA "YOSHIO" YOSHIO CHRYSTOMERIA	3	10" HT. 1IN.	SPACE 10' O.C.
	LAM	LACOSTERINA DOLLO WHITE WHITE WHITE'S WHITE CHAPE WHITE	12	14" HT. 1IN.	HANDLING SPACED 12' O.C. SPACE 12' O.C.
	MBRO	MANGELA CHANGELERA "BRACOD'S" BRACOD'S BROWN BEAUTY MAGOLIA	12	10" HT. 1IN.	LOCATE AS GRAMM
	MBLO	MANGOLLI CHANGELERA "LITTLE CHU" LITTLE CHU MAGOLIA	6	8" HT. 1IN.	SPACE 10' O.C.
	PROBO	PRINCEAS "BOAME" BOAME COBOUT	19	12" HT. 1IN.	SPACE 20' O.C. OR AS GRAMM
	QUAU	QUICOTI RUTILLI RUTILLI QUAI	20	3" CAL. 1IN.	SPACE 50' O.C. 10' AS GRAMM
	QUPA	QUEQUE PALUSTRES PALUSTRES QUPA	12	3" CAL. 1IN.	SPACE 50' O.C.
<b>SHRUBS</b>					
	LELO	LES COMARSA "WILDFLOWR HANA" SHARP BURNING HOLLY	193	30"/12"/24"/30" 3 CAL. 1IN.	SPACE 4' O.C.
	ILAN	LELO Y "VALLEE & STROKOFF" HOLLY STEVENS HOLLY	23	4" HT. 1IN.	SPACE 8' O.C.
	MYCE	MYRICA CORTERA MAK MYRILLA	32	6" HT. 1IN.	SPACE 8' O.C.
	FINH	SHAPPELLETS WICKA "SNOW WHITE" SNOW WHITE HANA HANSON	20	24"/12"/24"/30" 3 CAL. 1IN.	SPACE 4' O.C.
	RODR	ROSA X "WATROFF" DOUBLE ANDROUFF ROSE	30	30"/12"/24"/30" 3 CAL. 1IN.	SPACE 4' O.C.
<b>ANNUALS &amp; PERENNIALS</b>					
	ANNU	ANNUALS	5TH	4" POT	VANES BT. PLEASANT SPACE 8' O.C.
	MSB	MAGNOLIA BRIDGES MAGNOLIA HANA BRIDGES	57	3 GAL.	SPACE 5' O.C.
	MECH	MELICHTERSONS CUPRANAS WIGGAL WERT REAL WERT HALL GRASS	32	3 GAL.	SPACE 4' O.C.
	PEAM	PERENNIALES ALPESGRASSES "MAMBY" HAMBLY GRASS	12	1 GAL.	SPACE 2' O.C.

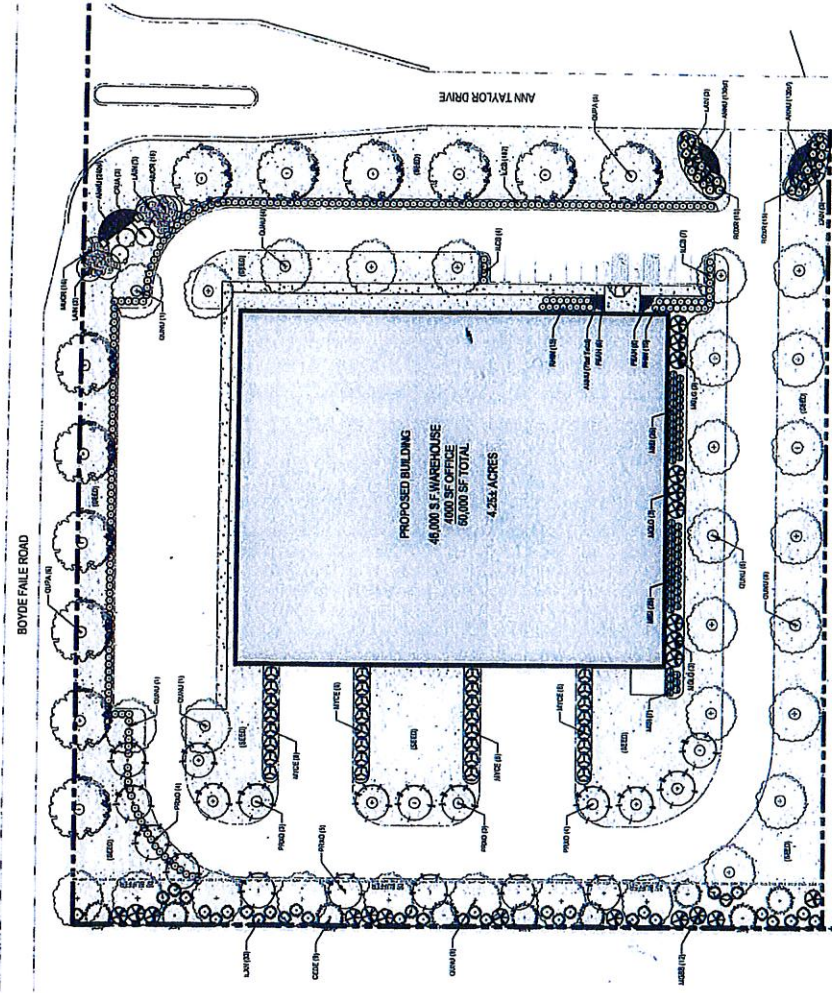
MAINTENANCE OF PLANT MATERIALS

- [illegible]

BOOKED AT LEAST FOR A PERIOD OF 90 DAYS FOLLOWING FINAL ACCEPTANCE

- [illegible]

- 



1. ALL OBTAINED AREAS NOT RECEIVING GOOD ARE TO BE CROCKED WITH FUEL IN FLOW, ON APPROVED SUB INSTITUTE

2. SEEDING AND MULCHING SHALL BE DONE IMMEDIATELY FOLLOWING CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE DESIGNED TO A DEPTH OF 4" BODIES. THE TOP 3" BODIES SHALL BE PLANTED TO PROVIDE A LAWN OR SEEDING.
4. 5,000 PER YEAR SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 10 LBS PER 1,000 SQ. FT.
5. SEEDING AND MULCHING SHALL BE DONE AT A RATE OF 10 LBS PER 1,000 SQ. FT.
6. MULCHING SHALL BE DONE WITH MULCH AT A RATE OF 200 TO 400 GALLONS PER ACRE.

CONTRACTOR SHALL DESIGN AND INSTALL A COMPLETE FUNCTIONING PROTECTION SYSTEM FOR ALL  
TUBS AND PLANTING AREAS WITHIN PROJECT CONSTRUCTION LIMITS. CONTRACTOR SHALL SUBMIT

- [illegible]

## Planting Plan

IT

**CAUTION:** ANY LOCATIONS OR ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED TO THE COMPATIBILITY OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS & ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

**The Palmetto Utility Protection Service, Inc.**  
 special members the utility has authorized to work on the  
 3 DAYS BEFORE DOWNS IN  
 SOUTH CAROLINA  
**CALL 1-800-721-7877**  
 MAKE SURE YOUR LOCAL  
 CONTRACTOR SMALL COMPANY  
 THE LACK OF PROPER TRAINING  
 EQUIPMENT TO UTILITY LOCATIONS  
 CAN BECOME A LIFE OR DEATH

[illegible]





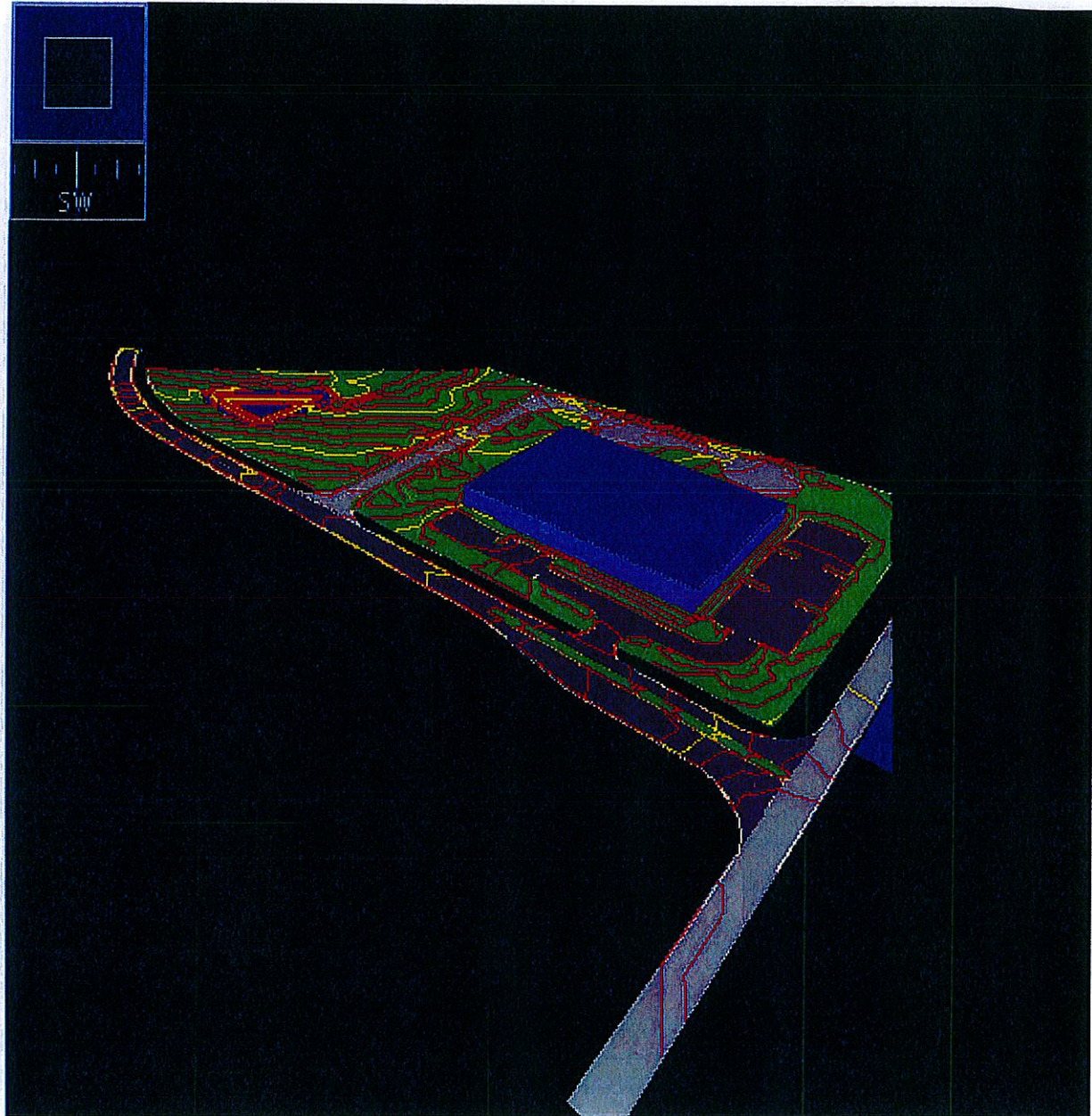
## **SITEOPS SOLUTION REPORT**

Project: Heath Springs Spec Building / Revision #2: Preliminary V1

Created: Jan 28, 2014 03:47 PM UTC

Data Assumptions: None Specified

### **3D South West Image**







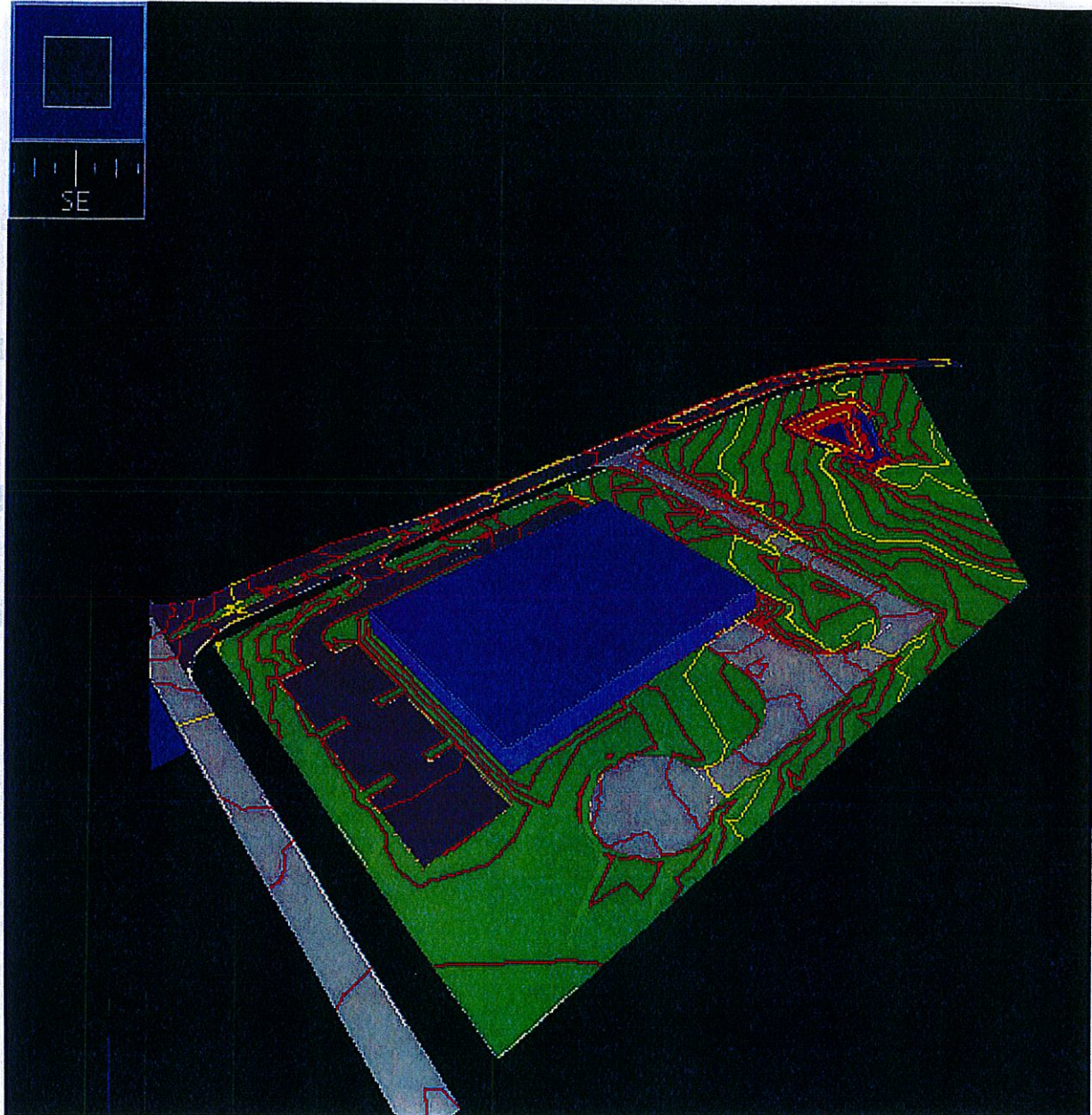
## SITEOPS SOLUTION REPORT

Project: Heath Springs Spec Building / Revision #2: Preliminary V1

Created: Jan 28, 2014 03:47 PM UTC

Data Assumptions: None Specified

### 3D South East Image







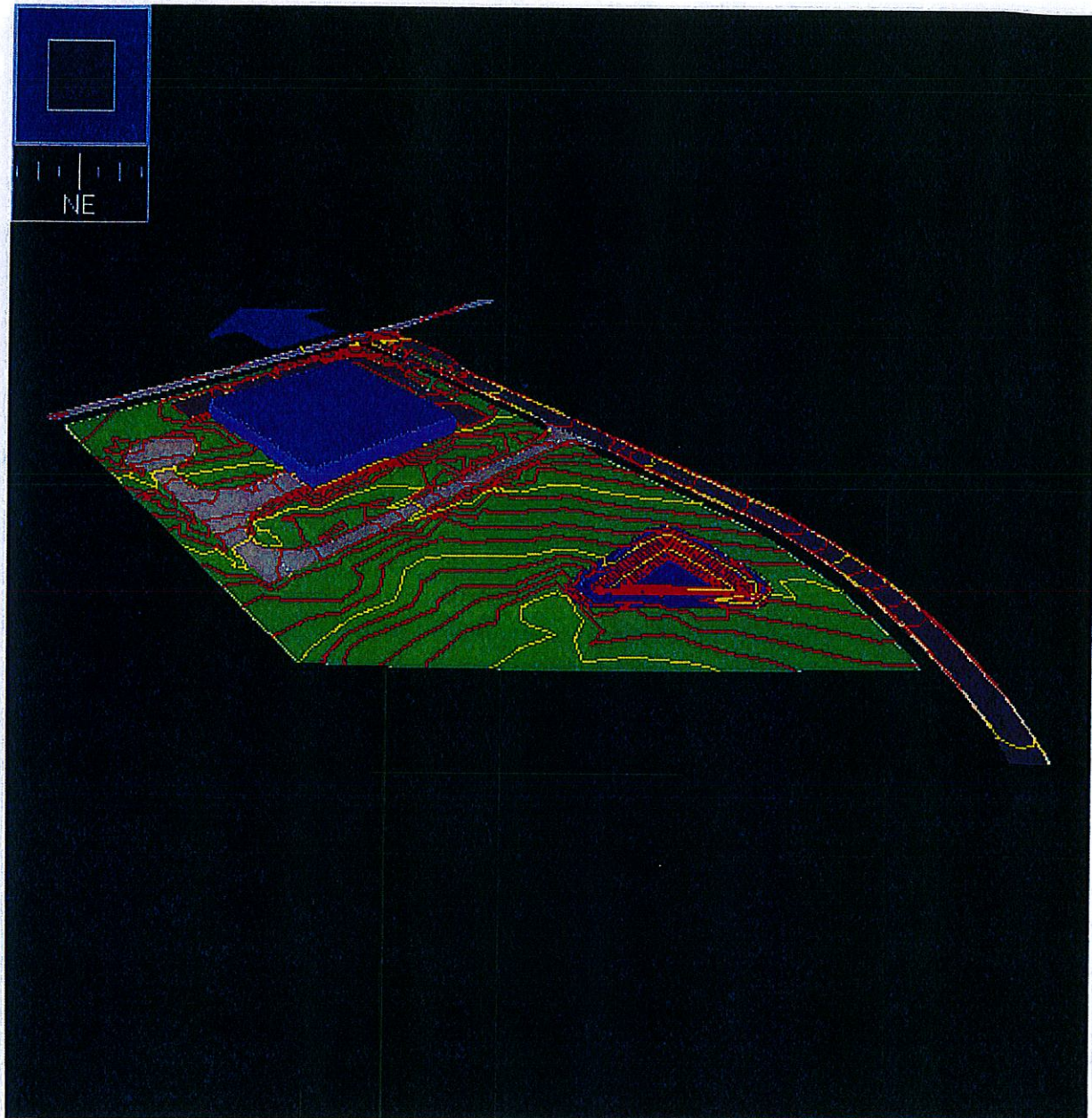
## **SITEOPS SOLUTION REPORT**

Project: Heath Springs Spec Building / Revision #2: Preliminary V1

Created: Jan 28, 2014 03:47 PM UTC

Data Assumptions: None Specified

### **3D North East Image**







## SITEOPS SOLUTION REPORT

Project: Heath Springs Spec Building / Revision #2: Preliminary V1

Created: Jan 28, 2014 03:47 PM UTC

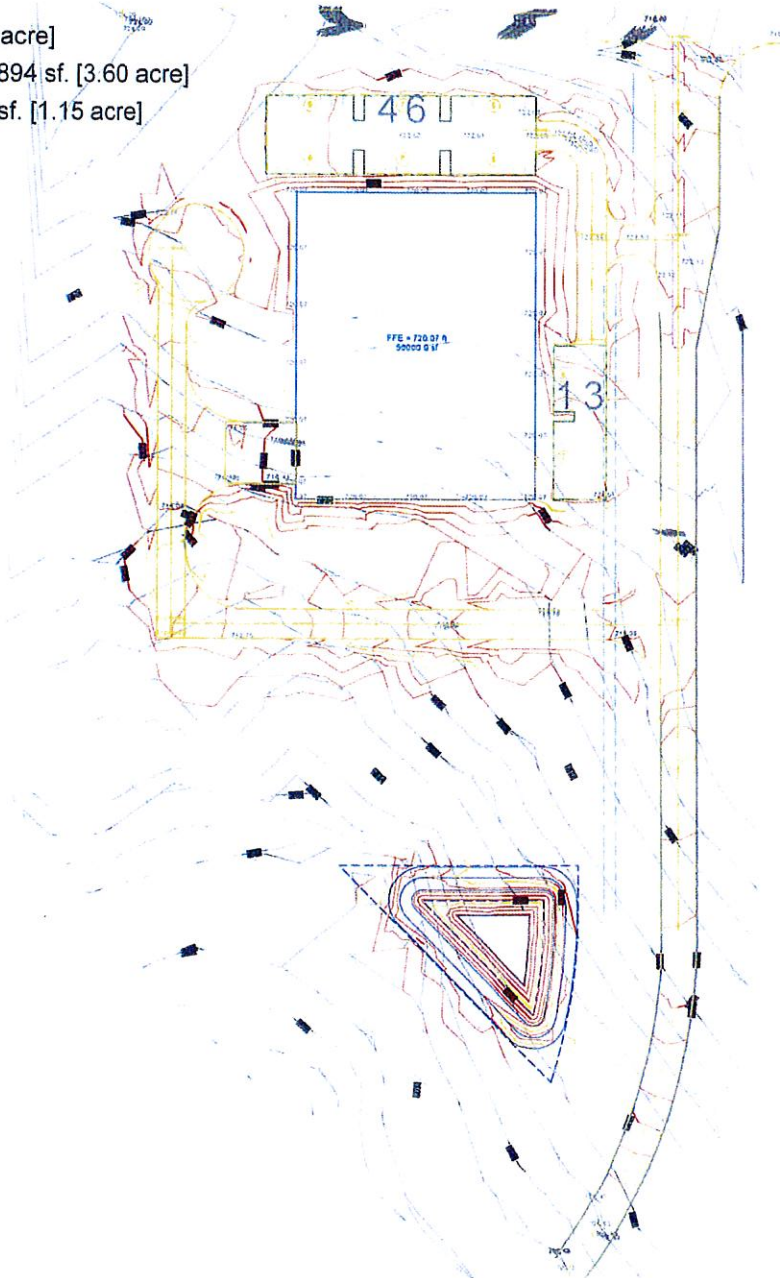
Data Assumptions: None Specified

Number of spaces: 59

Total surface: 337062 sf. [7.74 acre]

Impervious surface (47%): 156894 sf. [3.60 acre]

Building surface (15%): 50000 sf. [1.15 acre]







**Carlisle Associates Inc., 1015 Gervais Street  
Columbia, SC 29201, (803) 252-3232**

## SITEOPS SOLUTION REPORT

Project: Heath Springs Spec Building / Revision #2: Preliminary V1

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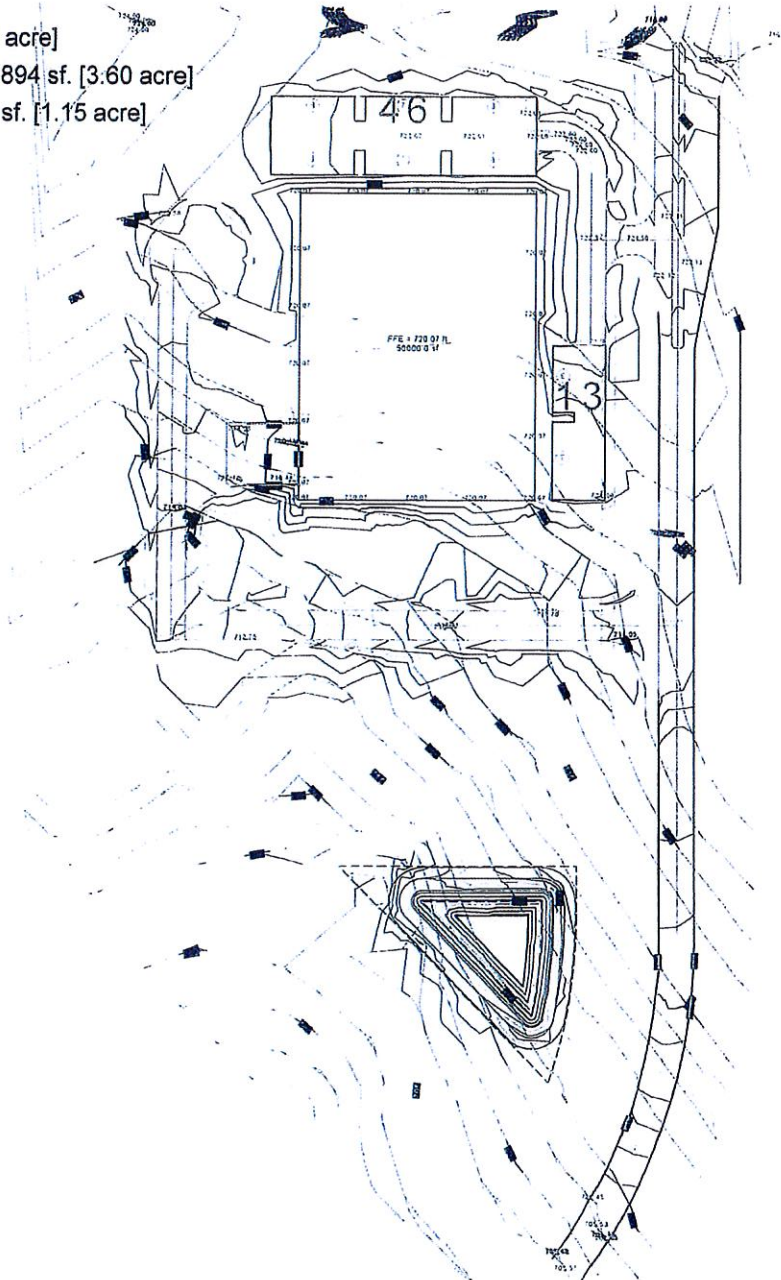
Data Assumptions: None Specified

Number of spaces: 59

Total surface: 337062 sf. [7.74 acre]

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Building surface (15%): 50000 sf. [1.15 acre]





## Heath Springs Ind. Park | Lancaster



South Carolina  
Commerce

### Location

Address:  
City: Heath Springs  
State: South Carolina  
ZIP Code: 29058  
County: Lancaster  
Tax Map ID: 122-00-076

### Sale/Lease Information

Sale: \$5,000.00 per ac  
\$12,355.25 per ha  
  
Lease: Not available for lease  
Subdividable: No

### Property Information

Site or Park: Park  
Subject Property Size: 66.00 ac/26.71 ha  
Additional Property Available:  
Max. Available for Purchase: 66.00 ac/26.71 ha  
Min. Available for Purchase: 66.00 ac/26.71 ha  
Certified Property: 66.00 ac/26.71 ha

Zoning Description: I-1

Surrounding Landuse: Mixed Usage  
Current Landuse of Property: Agricultural

Minimum Elevation: 680.00 ft/207.26 m  
Maximum Elevation: 720.00 ft/219.46 m  
Primary Soil Type: Wagram Sand

### Utilities/Services

Water Service Provider: Hth Springs - Adjacent  
Water Main Diameter: 12.00 in/30.48 cm  
Distance to Water Line: 0.14 mi/0.23 km  
Comments:

Sewer Service Provider:  
Sewer Main Diameter: 8.00 in/20.32 cm  
Sewer Type (Force or Gravity): Gravity  
Distance to Sewer Line: 0.14 mi/0.23 km  
Comments: Hth Springs - Across Hwy 521

Natural Gas Provider: Lancaster County  
Natural Gas Line Diameter: 6.00 in/15.24 cm  
Natural Gas Proximity: Not available at property  
Comments:

Primary Electricity Provider: Lynchess River Electric Cooperative  
Alt. Electricity Provider: Lynchess River  
Comments: 3 Phase Serv.

Telecom. Available: Yes  
Fiber Optics Available: Not Determined  
Cable Available: Not Determined

Fire Department: Pleasant Hill Fire Dept.  
Distance to Fire Department: 0.27 mi/0.43 km  
Fire Dept.'s ISO Rating: 8/9



### Transportation Accessibility

Closest Interstate  
Interstate-77: 22.98 mi/36.97 km  
  
Closest Port  
Georgetown: 128.93 mi/207.45 km  
  
Closest Rail Line  
Norfolk Southern:  
Rail Access: 0.19 mi/0.31 km  
  
Closest Commercial Airport  
Charlotte/Douglas International: 48.01 mi/77.25 km  
  
Closest Civil Airport  
Lancaster County-Mc Whirter Field: 14.93 mi/24.02 km

### General Information

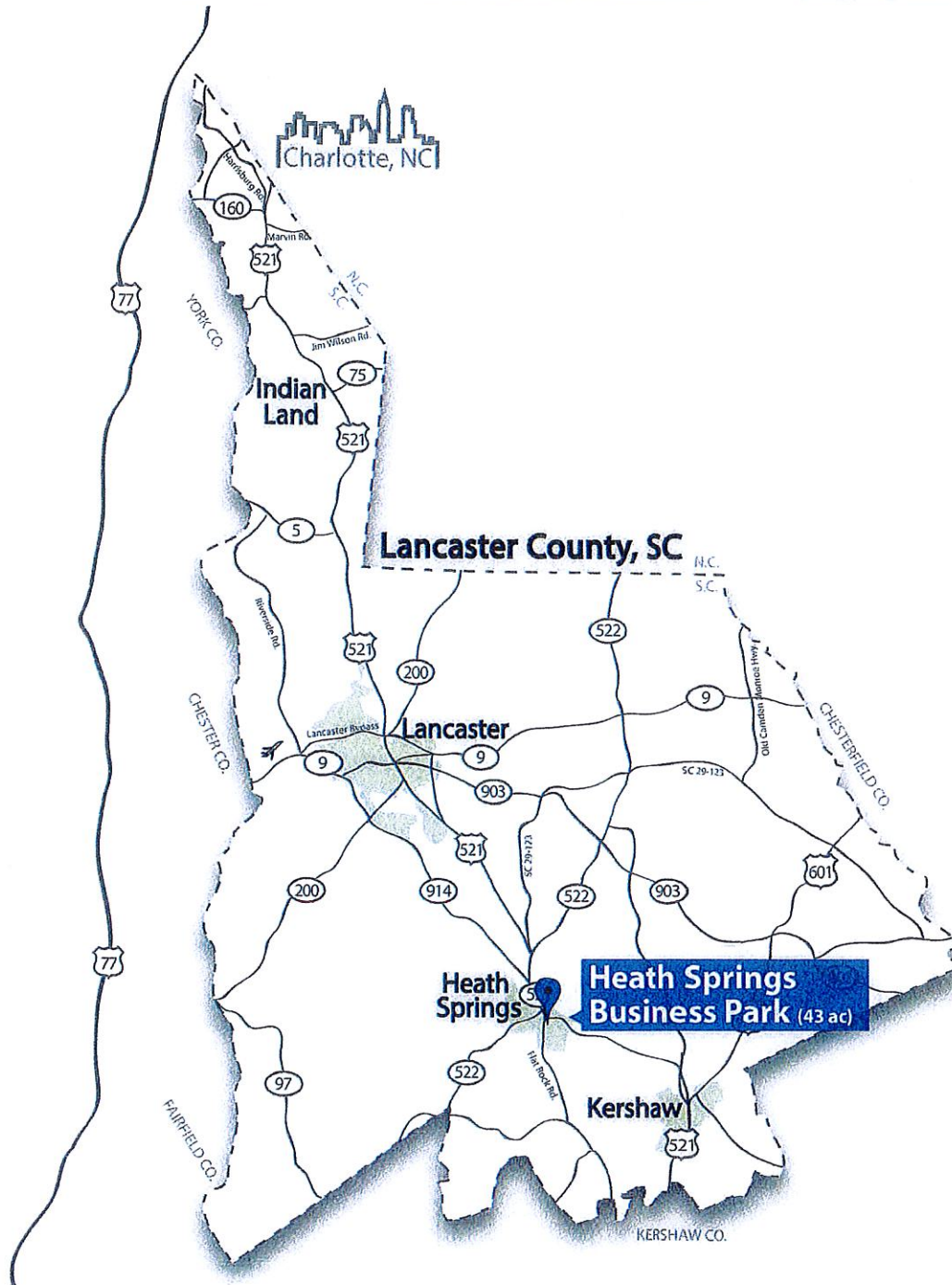
County Development Status: Least  
Multicounty Property: No  
Related Counties: None  
  
Per Capita Income for County: \$23,560  
Avg. Hourly Wage for County: \$11.78  
  
Subject Property Inside City Limits: Not Determined  
School District: Lancaster  
Tax District: Lancaster County  
  
Census Tract: 45057010300  
Housing Units in Tract (2000 Census): 2,120  
Census Tract Pop. (2000 Census): 5,063

### Comments



**LANCASTER SC WORKS**  
LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION





Note: The data represented on this flyer and its associated maps are subject to frequent changes. The South Carolina Department of Commerce does not maintain all data associated with this product and although the maps and data are believed to be fundamentally accurate, no guarantees as to their accuracy or completeness are expressed or implied.

Data sources include the following: South Carolina Department of Commerce, South Carolina's County and Regional Economic Development Agencies, Environmental Systems Research Institute, Inc. (ESRI), South Carolina Budget and Control Board, South Carolina Geodetic Survey and South Carolina Department of Natural Resources.



**Heath Springs Spec Building**  
**Source of Funds To Date**  
**April 1, 2015**

<b>Lynches River Electric Cooperative</b>	<b>\$230,000</b>
<b>SC Department of Commerce Grant</b>	<b>\$350,000</b>
<b>SC Department of Commerce Proviso Funds</b>	<b>\$ 75,000</b>
<b>Lancaster County Commerce Grant Match</b>	<b>\$ 70,000</b>
<b>Total</b>	<b>\$725,000</b>

**No expiration date on any of the above listed funds. Expectation is 2015 construction timeline.**

**Other Potential Sources**

<b>Comporium Communications UTC Funds</b>	<b>To Be Determined</b>
<b>Lynches River Coop UTC Funds</b>	<b>To Be Determined</b>



Amortization Schedule  
Lancaster County Economic Development Corporation/Santee Cooper Loan

Principal	\$1,990,932	
Interest	Years 1-3	0%
	Years 4-5 <sup>(1)</sup>	1.285%
	Years 6-10 <sup>(2)</sup>	2.100%

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Revenues</u>	<u>Cumulative Excess</u>	<u>Principal Balance</u>
2015				\$64,976	\$64,976	
2016	\$0	\$0	\$0	\$61,768	\$126,744	\$1,990,932
2017	\$0	\$0	\$0	\$98,144	\$224,888	\$1,990,932
2018	\$0	\$0	\$0	\$278,303	\$503,191	\$1,990,932
2019	\$200,932	\$25,583	\$226,515	\$294,221	\$570,897	\$1,790,000
2020	\$225,000	\$25,583	\$250,583	\$278,161	\$598,474	\$1,565,000
2021	\$250,000	\$41,810	\$291,810	\$268,502	\$575,166	\$1,315,000
2022	\$275,000	\$37,590	\$312,590	\$252,190	\$514,766	\$1,040,000
2023	\$300,000	\$32,865	\$332,865	\$242,583	\$424,484	\$740,000
2024	\$350,000	\$27,615	\$377,615	\$235,435	\$282,304	\$390,000
2025	\$390,000	\$21,840	\$411,840	\$235,619	\$106,083	\$0
	\$1,990,932	\$212,887	\$2,203,819	\$2,309,902		

<sup>(1)</sup>Based on 1/2 of the 10-Year "Insured" Municipal Market Data Index.

<sup>(2)</sup>Based on 10-Year US Treasury rate.



7% Fund Projections

Year	Silgan	Comporium	Duracell	Fancy Pokket	Keer America	Movement	HGM (New)	Total
2017	\$1,560	\$7,735	\$55,681	\$4,809	\$16,223			\$86,008
2018	\$1,381	\$6,779	\$48,799	\$4,512	\$34,829	\$28,466		\$124,766
2019	\$1,203	\$5,823	\$41,917	\$4,216	\$57,075	\$27,280		\$137,513
2020	\$1,024	\$4,867	\$35,035	\$7,839	\$50,892	\$26,094	\$171,052	\$296,803
2021	\$846	\$3,911	\$28,153	\$7,246	\$44,709	\$24,908	\$170,303	\$280,076
2022	\$1,335	\$2,955	\$21,271	\$13,307	\$38,526	\$24,315	\$169,554	\$271,263
2023	\$978	\$1,999	\$14,390	\$12,121	\$32,343	\$24,315	\$168,805	\$254,951
2024	\$621	\$1,043	\$7,508	\$10,936	\$26,160	\$24,315	\$168,056	\$238,638
2025	\$556	\$869	\$6,256	\$10,720	\$20,836	\$24,315	\$167,308	\$230,860
2026	\$556	\$869	\$6,256	\$10,720	\$17,345	\$24,315	\$166,559	\$226,620
2027	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,810	\$256,723
2028	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2029	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2030	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2031	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2032	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2033	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2034	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2035	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2036	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,587
2037	\$556	\$869	\$12,513	\$10,720	\$41,940	\$24,315	\$165,674	\$256,586
2038	\$556	\$869	\$12,513	\$10,720	\$41,940		\$165,674	\$232,272
2039			\$12,513	\$10,720	\$41,940		\$165,674	\$230,847
2040			\$12,513	\$10,720	\$41,940		\$165,674	\$230,847
2041			\$12,513	\$10,720			\$165,674	\$188,907
2042			\$12,513				\$165,674	\$178,186
								10 Year Total
	\$16,735	\$47,278	\$465,470	\$247,230	\$926,099	\$495,781	\$3,832,551	Total All Years
								\$2,074,283
								\$6,031,144



## Keith Tunnell

---

**From:** Lucas, April C. <ALucas@nexsenpruet.com>  
**Sent:** Tuesday, March 17, 2015 7:13 PM  
**To:** Keith Tunnell  
**Cc:** Chastain, Sandra S.; Chikhliker, Tushar V.  
**Subject:** RE: HS Spec Building Financials  
**Attachments:** LCEDC\_Santee Cooper Amortization Schedule-c.XLSX

Keith, using the revenues reflected in the spreadsheet you sent this morning, I came up with the tentative debt service schedule attached. Any final debt service schedule will have to be approved by Santee Cooper, and there are several options which might work.

The revenues reflected in your schedules from this morning will be sufficient to cover a typical, "graduated payment" debt service schedule. We get some real help from Santee Cooper's new interest rate formula.

The next step is to confirm that the revenue projections are solid. For instance, do the Keer revenues take into account the prior distributions necessary to support the incentives for that Project? How solid are the goldmine projections? Is Council willing to change the distribution formula to take the 7% off the top--after 1% to the non-host county, but before distribution to the taxing entities? Is the 2015 contribution already in the fund?

If the County is comfortable with the revenue projections, we can proceed to work out the final arrangements with Santee Cooper.

I've held off sending the engagement letter to give you time to respond to the questions raised by the Administrator and to make sure Council is on board. Since I'm leaving in a couple of weeks, I want to make sure we get square on the terms of the engagement so Tushar and the other lawyers who follow me don't come up empty handed. Tushar and I will work on that letter tomorrow and get something back to you and John Weaver.

Best regards,

**April C. Lucas**  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, SC 29201  
T: 803.540.2035, F: 803-727-1462  
alucas@nexsenpruet.com  
www.nexsenpruet.com

## NEXSEN PRUET

[Bio](#)[vCard](#)[Home](#)[Practice Areas](#)[Attorneys](#)[Offices](#)

**From:** Keith Tunnell [mailto:keith.tunnell@lancasterscworks.com]  
**Sent:** Tuesday, March 17, 2015 7:13 AM  
**To:** Lucas, April C.  
**Subject:** FW: HS Spec Building Financials

Amortization schedule. Can you get that to me? Also if other counties are doing this 7% fund, JUST HOW ARE THEY DOING IT SUCCESSFULLY AND WHAT DO WE NEED TO DO? That's the question I'm getting from some of my council



members. Thanks – and I know you are a short-timer. This whole series of events will outlast your time there...Then I'm all alone. lol

Keith

**From:** Steve Willis [mailto:swillis@lanastercountysc.net]  
**Sent:** Thursday, February 19, 2015 12:20 PM  
**To:** Keith Tunnell  
**Cc:** John Weaver  
**Subject:** HS Spec Building Financials

Keith,

Attached is the earlier spreadsheet you did on the 7% fund. We have forwarded April copies of ordinances on the 7% fund, Keer, Comporium, Duracell and Silgan. Comporium and Duracell were already in so there is no need to go back and revisit them. The one included in your spreadsheet that is not in is Fancy Pokkets. That means going back and involving City Council which may be perilous to Council so I am worried about them. My other concern is how much is in there since that one includes the 50 mil fund for the City? We will likely be getting 7% of a pretty small number by the time you carve out the City millage and SSRC's to Fancy Pokkets.

My other concern is the sheet you did (page 1) is a 25 year sheet showing just over \$6 million in revenue. This is a 10 year program so the last 15 years don't count. Using your sheet and knocking out the last 15 years (page 2) we end up with \$2,074,283 in revenue to service a \$3,230,783 debt. Also, your data includes two projects that are in the works but won't be wrapped up by the time we have to sign paperwork – Movement Mortgage and the second round of Haile Gold Mine.

I spoke to April yesterday to ask for a loan amortization sheet to see exactly what we are facing. There are a couple of repayment options and she will give us options but if the numbers don't match Council would likely have to include other funding to proceed.

Just wanted to give you a heads up on the call. She hasn't set a time yet but I asked you be included.

Thanks,  
Steve

Steve Willis, County Administrator  
County of Lancaster  
PO Box 1809  
Lancaster, SC 29721-1809  
803.416.9300 (voice) / 803.285.3361 (fax)  
swillis@lanastercountysc.net  
[www.mylanastercountysc.org](http://www.mylanastercountysc.org)

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Nikki R. Haley  
Governor

**SOUTH CAROLINA**  
DEPARTMENT OF COMMERCE

Robert M. Hitt III  
Secretary

June 5, 2014

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

**RE: Speculative Building- Heath Springs Industrial Park- Lancaster County  
Rural Product Initiative Grant- Rural Infrastructure Grant # RIF-PD-14-006**

Dear Mr. Willis:

Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Product Development Initiative which is funded through the South Carolina Rural Infrastructure Fund. I am pleased to inform you that **an amount up to \$350,000 has been approved to assist Lancaster County in the construction of a 50,000 square foot speculative building to be located in the Heath Springs Industrial Park.**

Please be advised that this grant is **contingent upon the development of a second entrance to Heath Springs Industrial Park, completion of interior roads and completion of road improvements to Boyd Hill Road.** *False*

Only approved budget items described in the cost estimates submitted as part of the original application are eligible for reimbursement. Any costs over the funding amount will not be the responsibility of the State. Also, **prior to marketing the building for sale, lease, or transfer by any means, or making any change to the marketing terms, the county must obtain approval from the South Carolina Coordinating Council for Economic Development (the "Coordinating Council").**

**Please note that before funds can be used to reimburse approved project costs, several steps must be completed. Specifically, the following must be submitted to our office:**

1. **Grant Award Agreement** -- Enclosed for signature are two copies of the Grant Award Agreement between the Coordinating Council and Lancaster County. **The agreement must be signed by an official (or his/her authorized designee) with legal authority to execute the agreement for the Grantee (Lancaster County) as well as two witnesses (County Council Members or the Attorney representing Lancaster County).** Please read this contract carefully. Once signed, please return both copies to my attention within **fourteen (14) days**. Once received, the agreements will be signed by our office and one original agreement will be sent to your attention.

**Also note that work for which the grant is approved should not commence prior to the Coordinating Council's receipt of the signed agreement and the Coordinating Council's issuance of a notice to proceed.**



2. Project Budget -- Submit three (3) itemized line-item bids from qualified construction companies and justification for choosing the selected company must accompany the signed award agreement. In addition, bids must be itemized by line-item detailing the proposed use of the Rural Infrastructure Funds. If the actual costs fluctuate by more than 10% or more than \$10,000 (whichever is less) over the original submitted budget, a new detailed budget must be submitted for the Coordinating Council's approval before additional funds may be drawn. If specific items are not reimbursable under the terms of the agreement, we will notify you in writing.
3. Signed Contracts -- Once signed, please forward all contracts pertaining to the grant project to our office. Additionally, if there are amendments to contracts related to the grant project, those must also be forwarded to our office within 14 days of execution.
4. Proof of Matching Funds -- Before Rural Infrastructure Funds can be used to reimburse eligible project costs, Lancaster County must provide sufficient proof that matching funds have been expended.
5. Status Reports -- Within eighteen (18) months of the grant award date, the project must be completed. Quarterly status reports will be required to share relevant information about the project.

\*DOC  
Funds  
will be the  
last spent

For your convenience, we have enclosed a grant packet which includes: a program checklist that notifies you of required documents and the dates on which they are due, a customized request for payment form that must accompany all reimbursement requests, a status report form to be submitted quarterly and two copies of the grant award agreement. All of these forms are available electronically, and we will gladly forward them to you upon request.

The Coordinating Council appreciates the opportunity to serve the citizens of Lancaster County and we look forward to working with you to ensure the success of this project. If you have any questions, please feel free to contact us.

Sincerely,



Alan D. Young  
Executive Director  
Coordinating Council for Economic Development

Enclosures

cc: Robert M. Hitt, III (w/o enclosures)  
Keith Tunnell (w/o enclosures)  
Elaine McKinney (enclosures)  
Ed West (enclosures)





Nikki R. Haley  
Governor

**SOUTH CAROLINA**  
DEPARTMENT OF COMMERCE

Robert M. Hitt III  
Secretary

July 21, 2014

*our official start Date*

Mr. Steve Willis  
Administrator  
Lancaster County  
Post Office Box 1809  
Lancaster, SC 29721

**RE: RIF-PD-14-006 -- Spec Building - Heath Springs Business Park -- Lancaster County**

Dear Mr. Willis:

The South Carolina Coordinating Council for Economic Development has received the signed grant award agreement for the above-referenced project. The agreement has been executed by the Council and your copy is enclosed. By execution of this agreement, funding has been approved in the amount of \$350,000 for this project. Lancaster County may proceed with the project as outlined in the approved application.

If I can be of further assistance, please contact me at (803) 737-1993.

Sincerely,

*Dale Culbreth*


Dale Culbreth  
Senior Program Manager  
Grants Administration

Enclosures





**Lynches River Electric  
Cooperative, Inc.**

A Touchstone Energy® Partner 

Elaine J. McKinney  
Director of Business Retention & Expansion and Grants  
Lancaster County Economic Development Corporation

Dear Ms. McKinney

Lynches River Electric Cooperative will commit at least \$200,000.00 to the Heath Springs Spec Building project in the Heath Springs Commerce Park located in Heath Springs, South Carolina over the years 2013, 2014 and 2015. \$50,000.00 was donated to LCEDC in December 2013 for this project. We anticipate additional \$75,000.00 to \$125,000.00 to be donated to LCEDC in calendar year 2014. The remainder will be donated in calendar year 2015.

Very Truly Yours



David A. Altman  
CEO & President





## Lancaster County

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

Telephone:  
803-285-1565

March 28, 2014

Ed West  
Sneha Minisandram  
South Carolina Department of Commerce  
Division of Small Business and Rural Development  
1201 Main Street, Suite 1600  
Columbia, SC 29201

Dear Mr. West & Ms. Minisandram,

It is my pleasure to write this letter in support for the Rural Product Development Initiative and to endorse the support of the County of Lancaster by committing to the 20% local match from the county's general funds in the amount not to exceed \$70,000, which was voted on and unanimously approved by County Council on March 24, 2014.

Economic Development vitality is something that we are striving for in Lancaster County and working closely with our Economic Development team, your organization, the city and county officials, we envision a stronger relationship with our existing industry as well as newcomers to Lancaster County. This program will enable us to offer a simple solution the visiting prospects that want a free standing building as they search for the perfect community to start their new business or expand on their existing one.

I fully support the efforts of the Lancaster County Economic Development Corporation and the L&C Railroad as they seek external funding to add spec buildings to our county and improve our infrastructure, create jobs, and lay the foundation for continued economic growth and development in rural Lancaster County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Willis".

Steve Willis  
County Administrator



STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER )

RESOLUTION # 0833-R2014

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A RURAL  
PRODUCT DEVELOPMENT INITIATIVE GRANT TO CONSTRUCT A  
SPECULATIVE INDUSTRIAL BUILDING; TO COMMIT TO PROVIDING  
THE REQUIRED MATCHING FUNDS; AND TO PROVIDE FOR MATTERS  
RELATED THERETO**

**WHEREAS**, Lancaster County Council desires to honor the request of the Lancaster County Economic Development Corporation to submit a Rural Product Development Initiative grant and to commit to providing the required local matching funds;

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

**Section 1:** The Lancaster County Economic Development Corporation is authorized to submit a Rural Product Development Initiative grant application for three hundred fifty thousand dollars (\$350,000) to be applied to the construction of a speculative industrial building in the Heath Springs industrial Park.

**Section 2:** The Lancaster County Council commits to providing the twenty percent (20%) local grant match in the amount of seventy thousand dollars (\$70,000).

**Section 3:** The Council Chair, Secretary and Clerk, the County Administrator, County Finance Director and any other appropriate County official is each authorized to sign such documents as may be necessary to submit the grant application, and to take such actions as may be necessary to effectuate the purposes of this resolution.

*(The remainder of this page is blank.)*



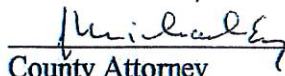
AND IT IS SO RESOLVED this 24<sup>th</sup> day of March, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

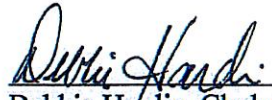
  
Larry McCullough, Chair, County Council

  
Jack Estridge, Secretary, County Council

Approved as to form:

  
County Attorney

ATTEST:

  
Debbie Hardin, Clerk to County Council



## Section IV: Assurances

The information provided in this application is correct to the best of the applicant's knowledge. The applicant understands that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the Division of Small Business & Rural Development. (If the applicant wishes to incur pre-grant award expenses, that request should be made in writing to the Division of Small Business & Rural Development, which will coordinate a response from division staff.)

The applicant understands that if a grant award agreement is executed between the applicant and the Small Business & Rural Development the applicant will be required to ensure that required reporting and appropriate procedures for procurement, contracting and fiscal accountability will be followed in the administration of the grant and the expenditure of Product Development funds. The applicant (and partners) also acknowledges that

- 1) all other funding sources must be expended prior to expending Product Development funds, and
- 2) any cost savings or under runs must accrue to the Product Development funds.

The applicant also understands that, in the application for financial assistance and the procurement of supplies, equipment, construction and services by recipients and sub-recipients, the provisions of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 are applicable. The applicant submits this funding request with the assurance that any conflict of interest or any appearance of conflict has been disclosed publicly, and the applicant has complied with State law. The applicant further certifies that any affected person with an apparent or perceived conflict has withdrawn from functions, responsibilities, or decision-making with regard to any grant that may result from this application.


### Certification

As the Chief Executive or Administrative Official for the applicant, I certify that the information submitted in this request is complete and correct and that the organization has authorized the submission of this grant application for Product Development funding to assist in carrying out the project described herein. I concur with the commitments implied and contained in this application and agree to abide by the program requirements as stated in these assurances, and in the grant agreements and guidelines.


This application submitted by:

Steve Willis  
County Administrator

(Name & Title of Chief Administrative Official)

  
(Signature)  
3-27-14  
(Date)

(Name of County Economic Developer)

  
(Signature)  
3/25/14  
(Date)



**RURAL INFRASTRUCTURE FUND  
SC COORDINATING COUNCIL  
FOR ECONOMIC DEVELOPMENT  
1201 Main Street, Suite 1600 BB&T Building  
Columbia, South Carolina 29201**

**GRANT AWARD AGREEMENT**

In accordance with the provisions of Section 12-28-2910 of the Code of Laws of South Carolina, 1976, as amended, the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Lancaster County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

**Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Contractor means a private contractor who undertakes all or part of the Project.
- (d) Council means the South Carolina Coordinating Council for Economic Development.
- (e) Grant means the dollars committed by the Council to the Grantee for the Project.
- (f) Grantee means the County designated for the Grant and set forth above.
- (g) Project means the project identified and described in the Application and in Section 2 below.
- (h) State means the State of South Carolina and any agencies or offices thereof.

**Section 2: PROJECT DESCRIPTION:** The Project consists of assistance in the construction of a 50,000 square foot industrial speculative building, which has been approved by the Council, and is included by reference as Project #RIF-PD-14-006 - Spec Building - Heath Springs Business Park.



**Section 3: AWARD AMOUNT:** The Council hereby commits an amount up to/not to exceed \$350,000, to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

**3.1: Grant Special Conditions:**

**3.1A** The grant is contingent upon the development and completion of a second entrance to Heath Springs Industrial Park, interior roads and road improvements to Boyd Hill Road.

*faile*

**3.1 B** Upon the sale of the aforementioned speculative building, the Grantee will return the entire amount (\$350,000) of the Grant to the Council. The marketing terms for the sale, lease or transfer of said building by any means must be approved by the Council prior to the Grantee taking any action to market the building, negotiating a sale or lease price or entering into any type of contractual agreement on the building.

**3.2: Notice to Proceed:** The Grantee must obtain from the Council written notice to proceed prior to incurring costs against the Grant. Unless the Grantee has obtained written approval from Council to incur costs prior to award, any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.

**3.3: Approval of Third Party Contracts:** The Grantee must submit all proposed agreements with third party contractors engaged to perform work within the scope of the Grant to the Council prior to finalizing those agreements.

**3.4: Change Orders:** All change orders to contracts paid in whole or in part with Grant Funds must be submitted for approval to the Department of Commerce, Division of Rural & Community Development, prior to execution. Failure to obtain the Division's approval prior to execution may result in disallowed expensed for grant reimbursement.

**3.5: Payment:** The Grantee is required to provide a local match of 20% of the total project cost. These funds must be secured from the county and/or municipal general funds. The Grantee must submit proof that all additional funds committed to the project, including the 20% local match, have been expended prior to the release of Grant Funds.

*Doc used last*

**Section 4: AMENDMENTS:** Any changes in the scope of work of the Project, regardless as to whether cost changes are involved, must be submitted in writing by the Grantee to the Council as a request for a grant amendment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the Council shall be appended to this Agreement as an amendment.

**Section 5: PERFORMANCE:** By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Council shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.



**Section 6: FUNDING OVERRUNS/UNDERRUNS:** Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the Council or the State to provide funds for the cost overruns.

**Section 7: AUDIT:** The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the Council. The Grantee agrees that it will reimburse the Council for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Council. Upon request of the Council, the Grantee shall make available, and cause the Company to make available, for audit and inspection by the Council and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The Grantee shall have prepared an audit of Grant funds received under this Agreement that adheres to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants, (AICPA);
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (yellow Book);
- (c) OMB Circular A-128; and
- (d) OMB Circular A-110, Attachment F.

**Section 8: CONTRACTOR SELECTION:** If the Grantee desires to select a Contractor to undertake all or any part of the scope of work of the Project, then the selection of that Contractor by the Grantee must follow applicable procurement laws, regulations and guidelines. The Grantee warrants that it will adhere to all such applicable procurement laws, regulations and guidelines in the selection of the Contractor. In addition, the Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit three (3) itemized line-item bids from qualified Contractors with justification for selection prior to undertaking all or any part of the scope of work of the Project.

Upon request, the Grantee must make available to the Grantee's auditor, the Council, and its representatives, and the public Grantee's records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required by law, the Council may call for repayment by the Grantee for Grant funds that were expended in a disallowable manner.

A Contractor must represent that it has, or will secure at its own expense, all personnel required in the performance of the services covered by this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the Council or the Grantee.



All of the services required to complete the Project will be performed by the Grantee and/or a Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

The Grantee and/or a Contractor shall be liable for and pay all taxes required by local, state, or federal governments, which may include, but not be limited to, social security, worker's compensation, and employment security as required by law. No employee benefits of any kind shall be paid by the Council to or for the benefit of the Grantee and/or a Contractor or his employee or agents by reason of this Agreement.

The Grantee warrants that it will enforce all terms and conditions of this Agreement upon its Contractors.

**Section 9: CONFIDENTIAL INFORMATION:** Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Council requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Council.

**Section 10: DISCRIMINATION:** The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

**Section 11: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS:** No elected or appointed State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**Section 12: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:** No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

**Section 13: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION:** The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining the Council's approval of the Application, or the Council's approval of Applications for additional assistance or Grant funds, or any other approval or concurrence of the Council required under this Agreement. However, the payment from Grant funds of reasonable



fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

**Section 14: MAINTENANCE OF RECORDS:** The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the Council of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

**Section 15: MBE OBLIGATION:** The Grantee agrees to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5010 through 11-35-5270 of the Code of Laws of South Carolina, 1976, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Grantee and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

**Section 16: PROJECT COMPLETION:** The Grantee must complete the Project within eighteen (18) months of the Date of Award of this Grant. Completion is defined as the final documentation by the Grantee to the Council of Grant funds expended and issuance by the Council of a notification in writing of the closure of the Grant. The Council may grant extensions to this completion period requirement at its discretion.

**Section 17: SANCTIONS:** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Council may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 18: APPLICABLE LAW:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 19: APPROPRIATIONS:** Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Council to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Council. In such event, the Council shall certify to the Grantee the fact that sufficient funds have not been made available to the Council to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.



**Section 20: COPYRIGHT:** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Council shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

**Section 21: TERMS AND CONDITIONS:** The Council reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Council and any other agency of the State.

**Section 22: REPORTING REQUIREMENTS:** The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due on the first day of the month beginning with the first quarter after commencement of the Project. Failure to submit progress reports will be subject to sanctions identified in Section 17 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Council.

**Section 23: PROJECT START-UP:** The project must begin within three (3) months of the Date of Award of the Grant. If the Grantee does not begin the Project within three (3) months of the Date of Award of the Grant, the Council reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this agreement. For purposes of this section, Grantee shall have begun the Project once it has incurred material obligations in connection with the Project satisfactory to the Council to indicate that the Project will be timely completed.

**Section 24: LIABILITY:** The Grantee understands that Council accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under SC Torts Claims Act in Section 15-78-120, as may be amended.

**Section 25: PAYMENT:** The Grantee must submit to the Council a certified request for payment for work that is documented by the Grantee. The Council, upon its approval of the request for payment, shall forward such requests to the Finance Department of the South Carolina Department of Commerce. Payments are issued from the Comptroller General's office.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by the County Administrator. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.



**Section 26: RESPONSIBILITY FOR MAINTENANCE:** Maintenance of all project improvements is the sole responsibility of the Grantee. Neither the Council nor the State shall have any responsibility whatsoever to maintain any improvements relating to the Project. The Grantee may assign this responsibility to any agreeable party.

**Section 27: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Signatures on following page



This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The Agreement must have original signatures and must be returned within fifteen (15) days from the Date of Award.

6-5-14  
Date of Award

Alan D. Young  
Alan D. Young  
Executive Director  
SC Coordinating Council for Economic Development

ACCEPTANCE FOR THE GRANTEE

Steve Willis  
Signature of Official with Legal Authority  
to Execute this Agreement for the Grantee

7-3-14  
Date

STEVE WILLIS, COUNTY ADMINISTRATOR  
Typed Name and Title of Authorized Official

ATTEST:

Jack Estess  
Signature of Elected City or County Council  
Member, as appropriate

Larry McCall  
Signature of Elected City or County Council  
Member, as appropriate





Nikki R. Haley  
Governor

**SOUTH CAROLINA**  
DEPARTMENT OF COMMERCE

Robert M. Hitt III  
Secretary

April 28, 2014

Ms. Elaine J. McKinney  
Lancaster County Economic Development Corporation  
PO Box 973  
Lancaster, South Carolina 29721

Dear Elaine:

Last week, a site visit was made to Heath Springs Business Park to review the location of the proposed 50,000 square foot speculative building. After review of the site, several questions surfaced that need further explanation.

What are the plans for extending Ann Taylor Rd into the remaining park acreage? If there are plans, what funding is committed to the extension?

What are the plans to expand or upgrade Boyd Hill Rd., marked as Fairhill Rd., and create a park entrance on the site layout plan? If there are plans, what funding is committed to the upgrade?

An electrical transmission line cuts through the proposed building expansion area. What is the plan to move the transmission line?

Adjacent properties detailed on the site layout reflect ownership by Bridges Construction. Is this property now controlled or owned by the county? If so, please provide adequate documentation or confirm the title included in your application package covers the adjacent properties.

Are there protective covenants related to businesses locating in the business park? If so, who is the responsible party for enforcing the covenants?

I look forward to a written response by close of business, Wednesday, April 30<sup>th</sup> so that we can continue our evaluation of your proposed project.

J. Edwin West  
Sr. Community Development Manager



December 2, 2013

Ms. Elaine J. McKinney  
Lancaster County Economic Development Corporation  
PO Box 973  
Lancaster, South Carolina 29721

Dear Elaine:

Please accept this letter as acknowledgement that the Department of Commerce has received your recent letter of intent dated November 20, 2013. This letter further acknowledges your intent to apply for Rural Product Development Initiative Funds for up to \$350,000 to assist in the construction of a 50,000 square foot speculative building to be located in the Heath Springs Industrial Park

As you begin to pull together plans for your building, please be aware that we will require the following elements be in place:

- Ownership: Unit of local government ownership and built in a publically owned industrial park. Submission of current park protective covenants and an example of enforcement.
- Design: Architectural appeal with column spacing and ceiling heights based on today's industry needs. Exterior of the facility painted.
- Flooring: 6 inch reinforced floor or 4 inches of gravel or crush and run.
- Lighting: Minimal interior and exterior lighting to ensure proper viewing of the building at all times of day, especially during the winter months.
- Site Plan: Layout of the building on the site and evidence of temporary paved parking.
- Marketing Plan: An acceptable marketing plan shall be submitted with each application. The plan should include strategies to market the building to targeted business sectors as identified and outlined in the current county economic development plan.

Should your project request be selected for funding, proof of a landscaping maintenance agreement will be required prior to the expenditure of funds. An updated application will be forwarded to you via email within the next two weeks.

Should you have any questions or need to discuss further, please call me at 803-737-3812.

J. Edwin West  
Senior Community Development Manager



Received 3 / 31 / 2014  
11:30 am

# RURAL PRODUCT DEVELOPMENT INITIATIVE

## 2014 Application for Funding

FOR  
LANCASTER COUNTY ECONOMIC  
DEVELOPMENT CORPORATION

South Carolina Department of Commerce  
Division of Small Business and Rural Development  
1201 Main Street, Suite 1600  
Columbia, South Carolina 29201

For additional information, please contact:  
Rural Development Staff:

Ed West- (803) 737-3812  
Sneha Minisandram- (803) 737- 0235



# **RURAL PRODUCT DEVELOPMENT INITIATIVE**

## **2014 Application for Funding**

South Carolina Department of Commerce  
Division of Small Business and Rural Development  
1201 Main Street, Suite 1600  
Columbia, South Carolina 29201

For additional information, please contact:  
Rural Development Staff:

Ed West- (803) 737-3812  
Kim Westbury- (803) 737- 0235



## **Rural Product Development Initiative**

### **Program Overview**

Quality product and abundant infrastructure are elements important to attracting jobs and investment to South Carolina. Counties having quality sites, well maintained industrial parks, available buildings and abundant infrastructure increase their development competitiveness and chances for success. To aid in the development of product, **\$2 million** has been made available to assist Tier III and IV counties.

### **Project Parameters**

Requests for funding will be accepted for product development projects that are publically owned (county or municipal governments) and for those that are under acceptable public/private contracted agreements. *(For public/private agreements, contact the Small Business and Rural Development Division for further discussion concerning the agreement.)*

Projects to be considered for funding and in priority order as listed below:

1. speculative building development and construction
2. grading for building pad site development
3. new industrial park development or upgrades to existing parks

Grant awards will be limited to a maximum of **\$350,000**. However, grant awards may be made up to **\$500,000** for speculative buildings in excess of 100,000 sq. ft. or more. Each grant award will require a 20% local match secured from county and/or municipal general funds. Grant or donated funds from any source may not be used as a match for this program although they may be used to assist in the overall funding for the project.

No Rural Product Development grant funds may be used to cover expenses incurred for engineering, property acquisition, contingencies or other soft costs.

Project approval and local funding support must be documented by resolution from the appropriate governmental entity (county or municipality.)

Funded projects must be completed within 18 months of the grant award date.

### **Eligibility**

Tier III and IV counties, as ranked by the South Carolina Department of Revenue for 2014, will be eligible to apply for Product Development assistance during 2014. Applications will only be accepted from a county or municipal government. Projects must be in alignment with the current county economic development plan.

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### **Application Process**

Applications for project funding assistance will be submitted to the Division of Small Business and Rural Development for evaluation and scoring.

- Application deadline is **5 PM, Tuesday, April 1, 2014**.
  - A letter of intent should be submitted by **Friday, December 1, 2013** and should detail:
    - planned speculative building size, ceiling heights, location and other building criteria
    - planned building pad size, location, and other criteria
    - planned industrial park size, development costs, timelines, upgrades, etc.
- Applicants should submit 5 copies of the application along with a copy of the current economic development plan that includes the product development project to be funded.
- Applications that are incomplete or contain deficiencies or discrepancies, such that a determination of the viability or fundability of the project cannot be readily determined, will be returned to the applicant and noted as incomplete.
- Prior to application scoring, a site visit will be made by staff to review and discuss the project.
- Grant awards will be announced no later than Friday, May 16, 2014.

### **Evaluation Criteria**

Applications will be evaluated using criteria based on the following:

(Note: Applications must score at least 70% of the available points to be considered for funding.)

<b><u>Leveraging and Collaboration</u></b>	<i>Weighting Factor: 25</i>	<i>Points: 20</i>
<b><u>Feasibility</u></b>	<i>Weighting Factor: 20</i>	<i>Points: 20</i>
<b><u>Capacity</u></b>	<i>Weighting Factor: 15</i>	<i>Points: 20</i>
<b><u>Project Need-Speculative Building</u></b>	<i>Weighting Factor: 40</i>	<i>Points: 20</i>
<b><u>Project Need- Building Pad</u></b>	<i>Weighting Factor: 40</i>	<i>Points: 20</i>
<b><u>Project Need- New Industrial Park</u></b>	<i>Weighting Factor: 40</i>	<i>Points: 20</i>
<b><u>Project Need- Park Expansion/Upgrade</u></b>	<i>Weighting Factor: 40</i>	<i>Points: 20</i>



**SOUTH CAROLINA  
COORDINATING COUNCIL FOR ECONOMIC DEVELOPMENT**

**Project Type:** Select only one project listed below.

- ☒ **Speculative Bldg. Development**  
☐ Building Pad Site Development  
☐ Industrial Park Dev. or Upgrade

**Requested Funding:** \$350,000

**County:** Lancaster

**Contact:** Keith Tunnell

**Title:** President

**Address:** P.O. Box 973  
Lancaster, SC 29721

**Telephone:** 803-285-9471

**Fax:** 803-285-9472

**E-mail:** [keith.tunnell@lancasterscworks.com](mailto:keith.tunnell@lancasterscworks.com) & [elaine.mckinney@lancasterscworks.com](mailto:elaine.mckinney@lancasterscworks.com)

**Rural Development Manager assigned to County:** Sneha Minisandram

**Who will be responsible for project management?** Keith Tunnell

**Address:** P.O. Box 973, Lancaster, SC 29721

**Telephone:** 803-285-9471

**Fax:** 803-285-9472

**E-mail:** [keith.tunnell@lancasterscworks.com](mailto:keith.tunnell@lancasterscworks.com)

**This application was prepared by:** Elaine J. McKinney

803-285-1282

Name

Telephone

Signature

Date

CCED USE ONLY	
File Number	_____
County	_____
CRD Manager	_____
Date:	Received _____
	Approved _____
	Disapproved _____
Comments:	



## Section I: Product Development Project Information

- I. Project Description:** Provide a brief description of and need for the proposed project. Identify the problem(s)/need(s), how this project will resolve these, and the expected benefit(s). For additional space, please attach an additional sheet.

The LCEDC will build a 50,000 sf. speculative building, expandable to 100,000 sf. in the Northern end of the Heath Springs Business Park on property owned by Lancaster County. We've added minimal interior lighting suitable for security and showing the building during hours of darkness, and exterior lighting for the parking lot and building for security purposes along with a 6" reinforced concrete slab floor.

Having this spec building would be of benefit in our recruitment efforts and could help bring jobs to the Heath Springs-Kershaw area. Even though Lancaster County has a bustling business industry in the upper part of the county, the lower end is still suffering from high unemployment and very few companies to employ local talent.

As of January 2014, the unemployment rate for Lancaster County was at 7.9%, down from 8.1% in November 2013 and ranked 23<sup>rd</sup> in the state, but according to the latest census, Heath Springs has an unemployment rate of 13.5%, so a spec building would allow our team to recruit businesses to the lower end of our county and place another hub in an area that is depressed and desperately needed, since we do not have any existing industrial/flex buildings in our inventory to show.

This business park currently has room to grow with 43 acres and rail access. It houses Rico Tag Industries, which employs 198.

This spec building will create interest and visits to the southern end of the county and potentially spark interest in the in the business park. With this spec building in place along with the other surrounding parcels, we can reduce the unemployment rate in the Heath Springs-Kershaw area to a single digit and follow the trend of the northern part of our county with quality employment and solid industry.

This addition will benefit the community by allowing the average commuter to cut their drive time to work from 25-45 minutes to less than 15 minutes. It will also allow for an increase in wages while reducing the poverty rate, which currently sits at 30.7%. Since the business park currently has a manufacturer, this spec building could draw yet another type of business that would add to the diversity of businesses within the park and ensure that the community can employ the 77.2% of the population that holds a high school diploma and provide them with a sense of accomplishment by being employed and providing for their families.



**II. All applications must include the below documentation.**

(Check boxes below to ensure enclosure with application.)

- ☐ A map or other high-density photograph outlining the exact location of proposed product project. Clearly identify project area by color-coding or other form of identification.
- ☐ Copy of property ownership agreement by county or municipality detailing:
  - ☐ Proof of purchase by local government including price
  - ☐ If an option agreement, price and length of option
- ☐ A copy of the current County Economic Development Plan
- ☐ A current budget with professionally developed line item cost estimates and timelines.
- ☐ Written approval by resolution of governmental funding support.
- ☐ Letters of support for other public or private partners providing funding.

**III. Project specific documentation required for application submittal.**

(Check boxes below to ensure enclosure with application.)

**Speculative buildings:**

- ☐ Professionally developed
  - ☐ building schematic
  - ☐ site plan
  - ☐ landscaping plan
  - ☐ construction cost estimate
  - ☐ construction timeline.
  - ☐ landscaping service contract
  - ☐ detailed marketing plan including how building is to be marketed, to what types of companies and targets

**Building pad or site prep:**

- ☐ Professionally developed:
  - ☐ building pad specs
  - ☐ pad prep cost estimates
  - ☐ pad prep timelines

**III. Project specific documentation required for application submittal. (continued)**

(Check boxes below to ensure enclosure with application.)

**New industrial park development or upgrade to existing park:**

- ☐ A plat detailing identified project property



## Section II: Financial Information

**Funding:** List all sources of project funding and the amount committed by each for this project.

**Note:** Prior to submitting reimbursement requests, the county or municipality will be required to document that all **other committed funds have been expended**. Letters of support from **each** funding source will be required with application submittal.

Source of Project Funding	Amount Committed	% Of Total Project Cost
Santee Cooper Loan	\$2,129,650	77%
Lynches River RDA Grant	\$200,000	7%
Lancaster County Match	\$70,000	3%
Amount of Product Development funds requested	\$350,000	13%
<b>Total Project Cost</b>	<b>\$2,749,650</b>	<b>100%</b>



### Section III

#### Project Budget and Timeline

**Instructions:** Identify and list each major task/activity associated with the proposed project. Darken the appropriate boxes for the quarter(s) during which the task/activity will take place (beginning to end). Fill in the estimated amount of funding needed for the completion of each project element listed. The source of any "other" funding for the project should be listed separately at the bottom of this form (show the total amount of funds being provided) and referenced by number. If the project is expected to last beyond eighteen months, please provide an explanation and attach an extended timeline, if necessary.

Analyze the proposed project carefully. All elements of the project and any necessary funding must be identified. If necessary, attach additional information.		<b>Project Period</b>												<b>Product Development Funds</b>	<b>Other Funds: Amount and Source #</b>
		2014				2015				2016					
<b>Tasks/Activities</b>		1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q		
1	Financing		X												\$2,129,650
2	Engineering			X											\$167,000
3	Design			X											\$208,714
4	Construction				X										\$2,023,714
5	Marketing			X											\$20,000
6	Landscaping			X											\$109,279
7															
<b>Total Product Development Funds</b>														\$350,000	X
<b>Total funds from other sources</b>														X	X
<b>Total project cost</b>														\$2,749,650	
<div style="display: flex; justify-content: space-between;"> <div> <p>(1) Santee Cooper Loan - \$2,129,650</p> <p>(2) Lynches River RDA Grant - \$200,000</p> <p>(3) Lancaster County Match - \$70,000</p> </div> <div> <p>(4) DOC Grant - \$350,000</p> <p>(5) _____</p> <p>(6) _____</p> </div> </div>															



## Section IV: Assurances

The information provided in this application is correct to the best of the applicant's knowledge. The applicant understands that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the Division of Small Business & Rural Development. (If the applicant wishes to incur pre-grant award expenses, that request should be made in writing to the Division of Small Business & Rural Development, which will coordinate a response from division staff.)

The applicant understands that if a grant award agreement is executed between the applicant and the Small Business & Rural Development the applicant will be required to ensure that required reporting and appropriate procedures for procurement, contracting and fiscal accountability will be followed in the administration of the grant and the expenditure of Product Development funds. The applicant (and partners) also acknowledges that

- 1) all other funding sources must be expended prior to expending Product Development funds, and
- 2) any cost savings or under runs must accrue to the Product Development funds.

The applicant also understands that, in the application for financial assistance and the procurement of supplies, equipment, construction and services by recipients and sub-recipients, the provisions of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 are applicable. The applicant submits this funding request with the assurance that any conflict of interest or any appearance of conflict has been disclosed publicly, and the applicant has complied with State law. The applicant further certifies that any affected person with an apparent or perceived conflict has withdrawn from functions, responsibilities, or decision-making with regard to any grant that may result from this application.

### Certification

As the Chief Executive or Administrative Official for the applicant, I certify that the information submitted in this request is complete and correct and that the organization has authorized the submission of this grant application for Product Development funding to assist in carrying out the project described herein. I concur with the commitments implied and contained in this application and agree to abide by the program requirements as stated in these assurances, and in the grant agreements and guidelines.

This application submitted by:

Steve Willis  
County Administrator

(Name & Title of Chief Administrative Official)

Steve Willis  
(Signature)

3-27-14  
(Date)

(Name of County Economic Developer)

Oliver K. [Signature]  
(Signature)

3/25/14  
(Date)



## Section V

For Use by the Small Business and Rural Development Division Only

This application is recommended for funding by:

Rural Development Manager

Name

J Edwin West

Signature

Date

Comments

Director, Division of Small Business and  
Rural Development

Name

Signature

Date

Comments



## LANCASTER SC

LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION

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Lancaster County Economic Development Corporation | P.O. Box 973 | 3758 Charlotte Highway, Lancaster SC 29721

Phone: 803-285-9471 | Email: LCEDC@comporium.net

April 30, 2014

Mr. Ed West  
Senior Community Development Manager  
South Carolina Department of Commerce  
1201 Main Street, Suite 1600  
Columbia, SC 29201

Dear Mr. West:

I would like to thank the SC Department of Commerce for the opportunity to apply for the speculative building grant program. We are in receipt of your letter dated April 28, 2014 requesting additional information. Here is our response to those questions:

- What are the plans for extending Ann Taylor Road into the remaining park acreage? If there are plans, what funding is committed to the extension?

*Ann Taylor Drive was originally designed to cross over wetlands and eventually extend to Boyd Faile Road so that there was road through the entire spine of the park. Since the original plan, Rico Industries has taken the entire southern section of the park making the construction of Ann Taylor Drive unnecessary. In fact Rico is currently considering a major expansion that will double the size of their current 150,000 sf facility. Therefore the plan is to not complete the drive over the wetlands and instead move Ann Taylor Drive to the northern entrance to the park off Boyd Faile Road (the main park entrance off Boyd Faile) and have that road dead end at the wetlands to the South and this road would serve all remaining lots in the park which are north of the wetlands. The current Ann Taylor Drive will be abandoned and removed as that stub out is no longer needed. The cost to cross the wetlands isn't required and would not be good use of funds since Rico has the entire southern end of the park and they do not need a connection to the northern end of the park.*

- What are the plans to expand or upgrade Boyd Hill Road, marked as Fairhill Road, and create a park entrance on the site layout plan? If there are plans, what funding is committed to the upgrade?

*Boyd Hill Road will be resurfaced to the planned entrance to the northern end of the business park. We are currently soliciting UTC funds for this from both Comporium Communications and/or Lynches River Electric Cooperative. The LCEDC currently has \$50,000 in UTC funds that can be dedicated to this purpose. If UTC funds are not available, Lancaster County government will pay for the resurfacing to the entrance off Boyd Faile Road.*

- An electrical transmission line cuts through the proposed building expansion area. What is the plan to move the transmission line?

*This is already in process. Lynches River Electric Cooperative received permission at the April 14 County Council meeting for approval to obtain right-of-way through the park to redesign and construct*





## LANCASTER SC

LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION

*new power lines to and through the park. This issue not an issue as Lynches River, who will be a partner in the speculative building, has had plans to move these lines prior to the spec building plan.*

- Adjacent Properties detailed on the site layout reflect ownership by Bridges Construction. Is this property now controlled by the County? If so, please provide adequate documentation or confirm the title included in your application covers the adjacent properties.

*The property in question is not controlled by Lancaster County. The 67-acre Heath Springs Business Park serves the Town of Heath Springs which has a population of 970 residents. The overall plan for this park is to have the 67-acres serve the needs of the immediate community. There are no plans to extend the business park to the east (as there are homes there), it cannot be extended to the north as that is Boyd Faile Road. No westerly expansion can occur as there are homes and businesses. The only potential for expansion is to the south but that is property owned by Mayor Ann Taylor. Mayor Taylor has expressed an interest to sell her acreage to the County if needed to extend the park. At this time there are no plans to purchase property to extend the park. Our ED plan calls for the remaining lots to be sold and built-out with business and industry within the 67-acres. From the master plan for the park you can see there are several lots and acreage available for other companies to locate that should more than adequately handle demand for the next 10 years.*

- Are there protective covenant related to businesses locating in the business park. If so, who is the responsible party for enforcing the covenants?

*There are protective covenants for the park that were adopted and filed by the owner of the park – Lancaster County Government. Lancaster County Government is the responsible party for enforcing the covenants and the day-to-day oversight of the covenants and enforcing them has been charged to the Lancaster County Economic Development Corporation which oversees the management of the park.*

I hope this information provides all the answers to your questions. If you need additional information please do not hesitate to contact me or BRE/Grants Director Elaine McKinney at 803-285-9471 or via email to [keith.tunnell@lancasterscworks.com](mailto:keith.tunnell@lancasterscworks.com) or [Elaine.mckinney@lancasterscworks.com](mailto:Elaine.mckinney@lancasterscworks.com).

Once again, thanks for creating this program to assist rural counties with product development that will lead to job creation and new investment.

Sincerely,



Keith Tunnell, President  
Lancaster County (SC) Economic Development

VI/KT

CC: Elaine McKinney, LCEDC BRE/Grants Director



## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: **Bryant Cook**

Department: **Finance (Procurement)**

Date Requested to be on Agenda: **4/16/2015**

Committee: **Administrative Committee**

### **Issue for Consideration:**

- Raising Purchasing Thresholds
- Strategic Procurement Process Adoption
- Budget Penalty for Failure to Follow Process
- Procurement Department

### **Points to Consider:**

Lancaster County procurement is operating inefficiently and ineffectively in certain areas. In an effort to align our processes with national standards, I recommend to the Administrative Committee the above value added changes to the current system. These changes will allow Lancaster County to better serve the departments and tax payers in the procurement of supplies and services while staying within the boundaries of the procurement code and allocating our resources in areas of higher value.

### **Funding and Liability Factors:**

The recommended changes will require very little to no changes to the current allocation of funds that support the procurement function.

### **Council Options:**

- Adoption of the recommended changes to procurement will add hard and soft savings to the counties valuable resources.
- Failure to adopt will result in continued inefficient processes.

### **Recommendation:**

I recommend that the above procedural and ordinance changes be adopted and rolled out for the new fiscal year.





# LANCASTER COUNTY

## STRATEGIC PURCHASING

Project # \_\_\_\_\_

Description \_\_\_\_\_

\_\_\_\_\_



## Strategic Procurement Process “Time-slices”

*Slices in time that require an action and a person or group tasked with completing that action.*



### **T-0 (1 Wk): Department Head and Staff**

Action Item: Develop  
Business Case (pg 3)

Action Item: Create Initial  
Scope of Work (ISOW)  
(pg 5)

*Assess if project estimated cost is >\$25K; Yes = proceed to T-1 No= follow Requisitioning Process*



### **T-1 (1 Wk): Department Head + Procurement Officer**

Action Item: Identify  
required Subject Matter  
Expert (SMEs)(pg 6)

Action Item: Formulate  
SME Resource Team(pg 6)

*Assess if current county, state, or co-op contract exists; Yes = follow Requisitioning Process No= proceed to T-2*



### **T-2 (1 Wk): SME Resource Team**

Action Item: Create a  
Firm Scope of work  
(FSOW)(pg 7)

Action Item: Complete  
a Total Cost of  
Ownership Analysis  
(pg 8)

*Assess if project is within budget; Yes = proceed to T-3 No= must go to County Council*



### **T-3 (6 Wks): Procurement Officer**

Action Item: Bid  
process initiated(pg 9)

*Assess if project is within budget; Yes = proceed with contract No= must go to County Council*



## **Business Case**

### **1 Strategic Assessment**

#### **1.1 Project background**

- Project background
- Project background

#### **1.2 Description of business need**

- Description of business need
- Description of business need

#### **1.3 Objectives**

- Objectives
- Objectives

#### **1.4 Stakeholders**

- Stakeholders
- Stakeholders

#### **1.5 Key benefits**

- Key benefits
- Key benefits

#### **1.6 Critical success factors**

- Critical success factors
- Critical success factors

#### **1.7 Required completion date**

- Required completion date
- Required completion date



## **2 Options Assessment**

### **2.1 Options**

- 

### **2.2 Qualitative analysis**

- 

### **2.3 Financial analysis**

- 

### **2.4 Selection of most viable option**

- 

## **3 Risks Assessment**

### **3.1 Avoidable Uncertainties**

- 

### **3.2 Unavoidable Uncertainties**

- 

### **3.3 Risk management plan**

-



## **4 Contract Management Strategy**

### **4.1 Objectives**

- 

### **4.2 Transitioning**

- 

### **4.3 Communications Plan**

- 

### **4.4 Performance monitoring**

- 

## **Initial Scope of Work**




## T-1: Subject Matter Expert & SME Resource Team

### Subject Matter Expert

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Credentials: \_\_\_\_\_

\_\_\_\_\_

Experience: \_\_\_\_\_

\_\_\_\_\_

### SME Resource Team

TEAM MEMBER	POSITION	PHONE	EMAIL ADDRESS



## T-2: Firm SOW & Total Cost of Ownership

## Firm Scope of Work

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SME Resource Team

Signatures: \_\_\_\_\_

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## Total Cost of Ownership Analysis

LANCASTER COUNTY TOTAL COST OF OWNERSHIP CALCULATOR			
All Fixed and Variable Costs Factors	Price	Total years	Extended Price
Acquisition price (including shipping and tax)			0
License fees			0
Site preparation			0
Cost of supplies and operating components			0
Security costs			0
Installation costs			0
Cost of furniture and upgrades			0
Maintenance costs			0
Training costs			0
Utility and insurance costs			0
Operating: Fuel, Labor, etc...			0
<b>TOTAL COST of OWNERSHIP</b>			<b>0</b>



### T-3: Bid Results

Company	Bond/License	Proposal Total Score	Total Base Bid



## Agenda Item Summary

Ordinance # / Resolution#: None  
Contact Person / Sponsor: Lisa Robinson  
Department: Human Resources  
Date Requested to be on Agenda: April 16, 2014  
Committee: Administration

**Issue for Consideration:** The Administrator and Human Resources Director seek guidance and/or confirmation from the Committee as to the level of background investigation that is appropriate for the various new hires by Lancaster County.

**Points to Consider:** The 5-page Application for Employment contains on Page 5 an applicant's certification. The level or degree of prescreening may be different for applicants depending on the job responsibility. The Sheriff's Department conducts its own background investigations based upon SLED mandates.

**Funding and Liability Factors:** The greater the in-depth background investigation done on an employee, the more cost is involved.

**Council Options:** After consideration of the presentation and comments of the Administrator and Director of Human Resources, provide a recommendation as to a reasonable standard of uniformity for applicants. Additionally, determine whether or not it is necessary for all present employees of Lancaster County, regardless of the years of service, to have a completed employment application on file – even if none exists now.

**Recommendation:** No applicant for Lancaster County employment is to be considered for employment unless a completed, signed and dated application, including the Certification is provided. A different level of prescreening is recommended depending upon the job description and responsibilities.



**Lancaster  
County****APPLICATION FOR EMPLOYMENT****PLEASE PRINT ALL  
INFORMATION REQUESTED  
EXCEPT SIGNATURE****ALL EMPLOYMENT WITH LANCASTER COUNTY IS AT-WILL.**Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last First Middle MaidenPresent Address: \_\_\_\_\_  
Number Street City State Zip Social Security Number:Home Telephone: \_\_\_\_\_ Cell/Mobile/Pager Number: \_\_\_\_\_  
(or a number to contact you for additional information as it relates to this application)

Position for which you are applying:

Are you at least 18 years of age (or 21 years of age if applying for a law enforcement position)? ☐ Yes ☐ NoEmployment desired: ☐ FULL-TIME ONLY ☐ PART-TIME ONLY ☐ FULL- OR PART-TIME

Enter date you are available to start work: \_\_\_\_\_ Minimum desired compensation: \_\_\_\_\_

Have you ever been convicted of or pled guilty or no contest to any crime other than a minor traffic violation? (A "Yes" answer does not necessarily disqualify an applicant.) ☐ No ☐ Yes If yes, provide details below.Have you ever been discharged or asked to resign from any job? (A "Yes" answer does not necessarily disqualify an applicant.) ☐ No ☐ Yes If yes, provide details below.Are you related to any County Council member or County employee? ☐ No ☐ Yes If yes, provide name and relationship:Do you have a valid driver's license? ☐ Yes ☐ No Type: ☐ CDL (Commercial) Class \_\_\_\_\_ State:Have you had any accidents during the past three years? ☐ Yes ☐ No If so, how many?  
(A "Yes" answer does not necessarily disqualify an applicant.)Have you had any moving violations during the past three years? ☐ Yes ☐ No If so, how many?  
(A "Yes" answer does not necessarily disqualify an applicant.)

Describe experience you may have with equipment, office machines, computers or software that you feel applicable to the position for which you are applying.

If you served in the Armed Forces, did you receive other than an honorable discharge? ☐ Yes ☐ No I  
(A "yes" answer does not necessarily disqualify an applicant.) If yes, please explain below



This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

TYPE OF SCHOOL	NAME OF SCHOOL	LOCATION (Mailing address)	NUMBER OF YEARS COMPLETED	MAJOR & DEGREE
High School				High School <input type="checkbox"/> Yes Graduate <input type="checkbox"/> No
				GED Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No
College				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No
				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No
Bus. or Trade School				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No
				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No
Professional School				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No
				Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No

**REFERENCES** (Please list two references other than relatives or previous employers.)

Name:	Name:
Address: City:                      State:                      Zip:	Address: City:                      State:                      Zip:
Occupation:	Occupation:
Telephone:                      Years Known:	Telephone:                      Years Known:



<b>WORK EXPERIENCE</b> (Please list your last 4 positions beginning with the most recent.)			
Name of employer:		Last Supervisor:	
Address:		Employment Dates:	From: To:
Telephone:	Last Job Title:		Last Salary:
Reason for leaving (be specific):			
List the jobs you held, duties performed, skills used/learned, advancements or promotions while you were with this employer.			
If the above employer is your current employer, may we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Name of employer:		Last Supervisor:	
Address:		Employment Dates:	From: To:
Telephone:	Last Job Title:		Last Salary:
Reason for leaving (be specific):			
List the jobs you held, duties performed, skills used/learned, advancements or promotions while you were with this employer.			
Name of employer:		Last Supervisor:	
Address:		Employment Dates:	From: To:
Telephone:	Last Job Title:		Last Salary:
Reason for leaving (be specific):			
List the jobs you held, duties performed, skills used/learned, advancements or promotions while you were with this employer.			
Name of employer:		Last Supervisor:	
Address:		Employment Dates:	From: To:
Telephone:	Last Job Title:		Last Salary:
Reason for leaving (be specific):			
List the jobs you held, duties performed, skills used/learned, advancements or promotions while you were with this employer.			



**LANCASTER COUNTY EMPLOYMENT APPLICATION  
APPLICANT'S APPLICATION CERTIFICATION**

**PLEASE READ CAREFULLY**

In exchange for the consideration of my job application by the County of Lancaster (hereinafter called "County"), I agree that:

Neither the acceptance of this application nor subsequent entry into any type of employment relationship, either in the position applied for or any other position, nor the contents of employee handbooks, manuals, benefits plans or policy statements creates an actual or implied contract of employment. Likewise, no such circumstances or documents confer any right to remain an employee of the County or to change in any respect the employment-at-will relationship between the County and the undersigned. Both the undersigned and the County may end the employment relationship at any time, without specified notice or reason. If employed, I understand that the County may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in elimination of benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for will result in my application not being further considered or, if employed, in termination of my employment. I hereby give the County permission to contact schools, previous employers (unless otherwise indicated), references, and others, and hereby release the County from any liability as a result of such contact.

I understand that any offer of employment with the County is conditioned on the following and that the County findings with regard to any such condition may result in withdrawal of the employment offer.

1. All positions – A negative test result for illegal or unauthorized drugs.
2. CDL positions – Results of a medical examination.
3. Applicants applying for driving positions may be required to provide at least a three (3) year driving history from the relevant department(s) of motor vehicles at the applicant's expense and prior to the interview. Any applicant who fails to provide the required vehicle license check may not be considered for employment.
4. Criminal Records and/or Consumer (Credit) checks are conducted on all applicants tentatively selected for hire, and any offer of employment may be revoked, or any employment terminated, based on the results of the checks.

I certify that all information that I have provided in order to apply for and secure work with this employer is true, complete and correct.

I understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 form in this regard.

I understand that any information provided by me is found to be false, incomplete or misrepresented in any respect, it will result in elimination of my further consideration for employment or, if employed, in my termination from employment.

**Signature of Applicant:**

**Date:**

Applicants are encouraged to attach a current resume, if available, and may attach additional information if desired. Have you attached a resume or additional information? ☐ No ☐ Yes

**This County is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, sex, national origin, age or disability. Your opportunity for employment with this County depends solely on your qualifications.**

***Thank you for applying for employment with the County of Lancaster.***



## **Applicant Demographic Data**

Federal regulations require the County to collect data regarding the applicants' race, sex, and national origin for purposes of complying with federal non-discrimination laws. We are asking you to voluntarily disclose this data to help the County comply with this obligation. Completion of this portion of the application is **voluntary**. This data **will not** be considered by the county in evaluating your application, nor will your refusal to fill out this portion of the application be held against you. This portion of the application will be removed from the application prior to your application being considered.

Please indicate your Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female

Please indicate your ethnicity (race or national origin)

\_\_\_\_\_ White

\_\_\_\_\_ Hispanic or Latino

\_\_\_\_\_ Black or African American

\_\_\_\_\_ American Indian or Alaskan Native

\_\_\_\_\_ Asian

\_\_\_\_\_ Native Hawaiian or Other Pacific Islander

\_\_\_\_\_ Two or more races



## Agenda Item Summary

Ordinance # / Resolution#: Ordinance #2015-1348

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 16, 2015

Committee: Administration

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

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

**Funding and Liability Factors:** N/A

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

**Recommendation:** Approval.



**DRAFT**  
**4/7/15**  
**4:30 p.m.**

---

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1348

**AN ORDINANCE**

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

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

**Section 1. Findings and Determinations.**

Council finds and determines that:

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



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

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

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

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

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

g. Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC and Nutramax Land Holdings, Inc., and one or more related corporations and limited liability companies which are now existing or to be formed in the future are considering additional investments, through themselves and/or one or more existing or to-be-formed affiliated or related entities and/or one or more unrelated parties, including third party lessors, in the expansion of a manufacturing facility and related facilities through the acquisition of land, buildings, and improvements thereon (the "**Land and Building**"), the construction of improvements thereon and/or therein, and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which are eligible for inclusion under the Act as economic development property, the cost of which is estimated to be \$21 million, along with the creation of 125 new, full-time jobs (the "**New Project**"), all as more fully set forth in the Amendments;

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

i. Council, in order to induce the Company to locate the New Project in the County, adopted, on December 8, 2014, Resolution No. 0858-R2014 (the "**Inducement Resolution**") to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which



reduced fee-in-lieu of tax payments may be made and extend the period during which the special source revenue credit would apply to the Company's investments; and

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

## **Section 2. Additional findings and determinations.**

Council finds and determines that:

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

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

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

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

e. the purposes to be accomplished by the New Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

f. the inducement of the location of the New Project within the County and State is of paramount importance; and

g. the benefits of the New Project to the public will be greater than the costs to the public.

## **Section 3. Approval of Amendments.**

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



**Section 4. Cost-Benefit Findings.**

Council makes the following findings concerning the costs and benefits of the New Project, based on information and analysis provided by the Lancaster County Economic Development Corporation:

a. the benefits of providing the incentives arrangement set forth in the Amendments include: (i) investment in personal property and certain real estate improvements of at least \$21,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$136,732 after application of incentives; (iii) construction benefit of \$3,251,814; (iv) facility operation benefit of \$4,533,801; (v) employee benefit of \$28,697; and (vi) visitor benefit of \$18,500. The total benefit is estimated at \$7,832,811;

b. the cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$286,445; and (iii) employee costs of \$206,610. The total cost is estimated at \$493,054;

c. the benefit to cost ratio in year one is estimated at \$15.89:1 and after year one at \$9.29:1; and

d. the value of the FILOT incentive to the Company is estimated at \$5,793,506 and the special source revenue credits at \$1,100,647.

**Section 5. Economic Development Fund.**

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

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

**Section 6. Authority to act.**

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



**Section 7. Severability.**

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

**Section 8. Controlling Provision.**

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

**Section 9. Effective date.**

This Ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 18<sup>th</sup> day of May, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

Attest:

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Debbie C. Hardin, Clerk to Council

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

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**Exhibit A to Ordinance No. 2015-1348**

**First Amendment to Incentive Agreement**

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

**WITNESSETH:**

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

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

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

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

**WHEREAS**, the County recruited an additional investment in the County by the Company of approximately \$21 million and 125 new, full-time jobs (the "**New Project**");

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

**WHEREAS**, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (the "**Inducement Resolution**") to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which reduced fee-in-lieu of taxes ("**FILOT**") payments may be made and extend the period during which the special source revenue credit ("**SSRC**") would apply to the Company's investments;



WHEREAS, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a December 9, 2014 Motion affirming the County Council's December 8, 2014 Inducement Resolution; and

WHEREAS, pursuant to Ordinance No. 2015-1348 dated \_\_\_\_\_, 2015 (the "Ordinance"), the County Council authorized this Amendment, and pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2015, the City Council authorized this Amendment, and the Parties now desire to enter into this Amendment.

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

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

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

(g) Notwithstanding anything in Article II(c) to the contrary, the construction of a warehouse or other facility of at least 50,000 square feet and/or the meeting of the \$2,500,000 minimum investment referenced in Article II(c) on all or a portion of the 43 Acre Tract satisfies the requirements imposed by Article II(c) or otherwise under this Article II with respect to the construction of a building on the 43 Acre Tract and any and all employment requirements related thereto.

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

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

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

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



ten (10) years thereafter. Thus, for example, for investments placed in service by the Company during 2010, the ten (10)-year, 50% SSRC shall apply for years 2011-2020, and for investments placed in service by the Company during 2024, the ten (10)-year, 50% SSRC shall apply for years 2025-2034. See Exhibit B attached for illustration purposes.

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

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

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

(e) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Article II(c)(ii) hereof), at least \$21,000,000 (the "**Expansion Investment Minimum**") and does not create, in addition to the 200 jobs already created (as referenced in Article II(c)(ii) hereof), at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the "**Expansion Jobs Minimum**"), then the additional 50% SSRC to be provided to the Company pursuant to Article III(a)(iii) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

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



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

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

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

Attest:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

NUTRAMAX MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX LABORATORIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX LAND HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANCASTER COUNTY ECONOMIC DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF LANCASTER, SOUTH CAROLINA



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit B to Ordinance No. 2015-1348**

**First Amendment to Infrastructure Credit Agreement**

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

**WITNESSETH:**

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

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

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

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

**WHEREAS**, the County recruited an additional investment in the County by the Company of approximately \$21 million and 125 new, full-time jobs (the "**New Project**");

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

**WHEREAS**, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (the "**Inducement Resolution**") to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which reduced fee-in-lieu of taxes ("**FILOT**") payments may be made and extend the period during which the special source revenue credit ("**SSRC**") would apply to the Company's investments;



WHEREAS, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a December 9, 2014 Motion affirming the County Council's December 8, 2014 Inducement Resolution; and

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

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

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

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

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

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

(e) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Section 3.03(a) hereof), at least \$21,000,000 (the "Expansion Investment Minimum") and does not create, in addition to the 200 jobs already created (as referenced in Section 3.03(a) hereof), at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the "Expansion Jobs Minimum"), then the additional 50% SSRC to be provided to the Company pursuant to Section 3.02(a) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that



an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

Attest:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

NUTRAMAX MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX LABORATORIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX LAND HOLDINGS, INC.

By: \_\_\_\_\_



Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit C to Ordinance No. 2015-1348**

**First Amendment to Fee Agreement**

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

**WITNESSETH:**

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

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

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

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

**WHEREAS**, the County recruited an additional investment in the County by the Company of approximately \$21 million and 125 new, full-time jobs (the "**New Project**");

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

**WHEREAS**, the County Council, in order to induce the Company to locate the New Project in the County, adopted on December 8, 2014, Resolution No. 0858-R2014 (the "**Inducement Resolution**") to the effect that, if the Company would commit to locate the New Project in the County, the Council would take certain actions and provide certain incentives for the New Project and the Original Project, including entering into amendments to the 2010 Agreements to, among other things, extend the period during which reduced fee-in-lieu of taxes ("**FILOT**") payments may be made and extend the period during which the special source revenue credit ("**SSRC**") would apply to the Company's investments;



**WHEREAS**, the City Council, in order to induce the Company to locate a portion of the New Project in the City, passed a December 9, 2014 Motion affirming the County Council's December 8, 2014 Inducement Resolution; and

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

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

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

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

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

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

The County agrees that all qualifying capital expenses of the Company ~~during the Investment Period~~ between January 1, 2010 and December 31, 2024 shall qualify for an Infrastructure Credit equal to 50% of the FILOT payments arising under this Agreement for ten years. This Infrastructure Credit shall apply to each annual component of the FILOT ~~property~~ placed in service ~~during the Investment Period between January 1, 2010 and December 31, 2024~~ for a period of ten years ~~for each such annual component, beginning the year after each such component is placed in service. Thus, for example, for property placed in service during 2010, the 10-year, 50% SSRC shall apply for years 2011-2020, and for property placed in service during 2024, the 10-year, 50% SSRC shall apply for years 2025-2034.~~ The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year and shall apply against the entire FILOT payment due, including any portions that may be allocable to any municipality or school district.

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

(f) If, between January 1, 2014 and December 31, 2019 the Company does not invest, in addition to the \$29,000,000 already invested or to be invested (including the \$8,500,000 referenced in Section 4.2(b) hereof), at least \$21,000,000 (the "**Expansion Investment Minimum**") and does not create, in addition to the 200 jobs already created (as referenced in Section 4.2(b) hereof),



at least 125 new, full-time (i.e., at least thirty (30) hours per week) jobs, (i) with an average hourly wage not less than \$13.15, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) with health care benefits (the "Expansion Jobs Minimum"), then the additional 50% SSRC to be provided to the Company pursuant to Section 4.1(c)(1) hereof with respect to the annual components of investments placed in service during 2020 and subsequent years, shall be reduced by an amount that is proportional to any shortfall by the Company of greater than 10% in achieving the Expansion Investment Minimum and the Expansion Jobs Minimum; provided, however, that an overperformance in either the Expansion Investment Minimum or the Expansion Jobs Minimum shall serve to offset an underperformance in the other category.

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

Attest:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

NUTRAMAX MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.



NUTRAMAX LABORATORIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NUTRAMAX LAND HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## Agenda Item Summary

Ordinance # / Resolution#: Resolution No. 0871-R2015  
Contact Person / Sponsor: John Weaver  
Department: County Attorney  
Date Requested to be on Agenda: April 16, 2015  
Committee: Administration

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

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

**Funding and Liability Factors:** N/A

**Council Options:** Approve or reject.

**Recommendation:** Approval



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

RESOLUTION NO 0871-R2015

**A RESOLUTION**

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

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

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

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

WHEREAS, on June 30, 2014, IA FORT MILL, LLC, ("Grantor") the affiliate/successor/assign of Investors did enter into a new Purchase and Sale Agreement with ARC CTFTMSC001, LLC ("Grantee"), a Delaware limited liability company, as has been and may be amended from time to time ("Contract"), whereby title to the Property was conveyed to Grantee on July 31, 2014; and

WHEREAS, as part of the sale of the Property, Grantor, desired to assign its rights and obligations under the Fee Agreement to Grantee simultaneously with the closing of the sale of the Property; and

Whereas, throughout an administrative oversight, Grantor and Grantee failed to seek Lancaster County's consent to the transfer, but now Grantee takes appropriate measures and steps to do so; and

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

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

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

ARC CTFTMSC001, LLC  
c/o American Realty Capital Global Operating Partnership, LP  
106 York Road  
Jenkintown, PA 19046



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

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

Attest:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council



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

*Cheryl A. Morgan*

Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR  
Tax Map:  
0007 00 008 06

2014009924

DEED  
RECORDING FEES \$13.00  
STATE TAX \$48180.00  
COUNTY TAX \$20350.00

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

BK: DEED 811  
PG: 267-273

### LIMITED WARRANTY DEED

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

RECORDING INFORMATION ABOVE THIS LINE

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

TITLE TO REAL ESTATE  
(Limited Warranty Deed)

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

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

TMS No.: \_\_\_\_\_

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

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

This conveyance is made subject to the Permitted Exceptions.

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

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

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

[SIGNATURE ON FOLLOWING PAGE]

I-1

20085119 048514-0013

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



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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**IA Fort Mill, LLC**, a Wisconsin limited  
liability company

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

Jane Rupa  
Witness #1  
Mica Sallu  
Witness #2

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

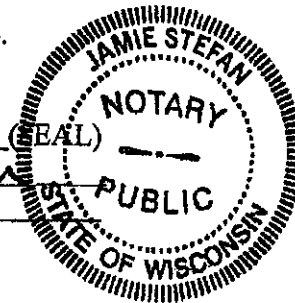
STATE OF Wisconsin  
COUNTY OF Waukesha

ACKNOWLEDGEMENT

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

Witness my hand and seal official seal this 29<sup>th</sup> day of July, 2014.

Jamie Stefan  
Notary Public for the State of Wisconsin  
My commission expires: 8/16/2015





## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF PROPERTY**

#### **Parcel 1**

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

#### **Parcel 2**

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

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

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



## **EXHIBIT "B"**

### **PERMITTED EXCEPTIONS**

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



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



STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF LANCASTER        )

AFFIDAVIT

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

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

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

3. Check one of the following: The deed is

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

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

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

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

6. The deed recording fee is computed as follows:

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

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

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



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

Responsible Person Connected with the Transaction:

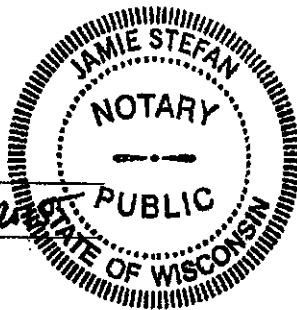
IA Fort Mill, LLC, a Wisconsin limited liability company

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

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

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

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





**RESOLUTION NO. 759**

## A RESOLUTION

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

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

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

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

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

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

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

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

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

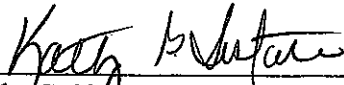
**With a copy to:**  
**Robert W. Habich and Brian G. Carroll**  
**Reinhart Boerner Van Deuren s.c**  
**N16 W23250 Stone Ridge Drive, Suite One**  
**Waukesha, WI 53188**




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


Adopted this 22<sup>nd</sup> day of August, 2011.

LANCASTER COUNTY, SOUTH CAROLINA

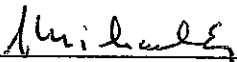
  
Kathy G. Sistare, Chair, County Council

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

Attest:

  
Debbie C. Hardin, Clerk to Council

Approved as to form:

  
County Attorney



## Agenda Item Summary

Ordinance # / Resolution#: 2015-1346 and 960

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: April 16, 2015

Committee: Administration Committee

**Issue for Consideration:** Whether or not it is appropriate and in the best interest of Lancaster County for Council to consider an amendment to Section 4.01 of Ordinance No. 960 so as to permit the Developer, UHF Development Group, LLC, to pay the One Million (\$1,000,000.00) Dollar fee on a “per house” basis rather than on a lump sum basis as required in the original Development Agreement?

**Points to Consider:** On April 13, 2015, Council gave 1<sup>st</sup> reading to Ordinance 2015-1346, an ordinance that had its beginning in December, 2008 through the passage of Ordinance 959. The purpose of Ordinance 2015-1346 is to finalize, at last, the errors, disputes and differences that have existed on and off for more than six (6) years. Assuming that the new, replacement ordinances passes, the Developer’s request relating to this Item Summary becomes relevant.

The Developer presented the Administrator and the County Attorney with a Summary Sheet on March 24, 2015 wherein was detailed both a timeline of the delays in the final resolution of Ordinance 959 and the alleged damages that the Developer has experienced as a result of the delay. The Developer may or may not have a claim as a result of the delay; but in either event, it appears clear that the errors and delays were in no way created by the actions of the Developer. There has been no express or implied threat of litigation; and, in fact, the Developer is emphatic in his assertion that such a course is an action of last resort. But, nevertheless, the cost to the developer as detailed in the Summary Sheet, if provable, is substantial.

**Funding and Liability Factors:** Pursuant to the Development Agreement, the Developer was to pay in lump sum fashion a fee of One Million (\$1,000,000.00) Dollars at the time of the issuing of the first building permit or July 1, 2018, whichever occurred first. The Development Agreement permits a maximum of eight hundred ten (810) building permits in the PDD. On average, the cost per building permit is approximately \$1,235.00.

**Council Options:** Council can reject the Developer’s request and withhold any and all building permits until the total fee is paid in full. Alternatively, the Council can accept the Developer’s proposal or find common ground in reaching a resolution that is established somewhere in the middle. Any change in the Development Agreement will need to be by agreement and not solely by the unilateral decision of either party.

Any agreement reached will require a 3 Reading amendment to the original Development Agreement as approved in Ordinance No. 960.

**Recommendation:** A compromise by Council so as to avoid the potential expense of protracted litigation would be in the best interest of Lancaster County.



FILED  
OFFICE OF CLERK  
OF COURT

STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER )

ORDINANCE NO 280 AM 11-57

CLERK OF COURT  
LANCASTER, SC

AN ORDINANCE

**APPROVING THE DEVELOPMENT AGREEMENT BETWEEN UHF DEVELOPMENT GROUP, LLC AND LANCASTER COUNTY RELATING TO THE COLLINS ROAD SITE DEVELOPMENT AND AUTHORIZING CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.**

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

**Section 1.** The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as S.C. Code Ann. §§ 6-31-10 to -160 (2004) (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) UHF Development Group, LLC seeks to enter into a development agreement with Lancaster County relating to the Collins Road Site development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

**Section 2.** A. The Council Chair and Council Secretary are individually authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between UHF Development Group, LLC and Lancaster County relating to the Collins Road Site development (the "Development Agreement") in the name and on behalf of Lancaster County. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance. Prior to the execution of the Development Agreement, the parties to it may be changed to reflect the current legal and equitable owners of the property and their respective obligations under the Development Agreement.

B. The Council Chair and Council Secretary are authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all further action as may be necessary to effectuate the purposes of this ordinance.

**Section 3.** If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.




**Section 4.** 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.** This ordinance is effective upon third reading.

AND IT IS SO ORDAINED THIS 1<sup>st</sup> DAY OF DECEMBER, 2008.

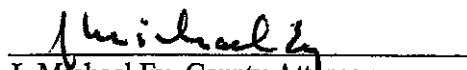
LANCASTER COUNTY, SOUTH CAROLINA

By:

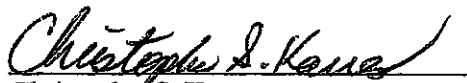
  
Rudy L. Carter  
Chair, County Council

  
Wesley Grier  
Secretary, County Council

Approved as to form:

  
J. Michael Ey, County Attorney

Attest:

  
Christopher S. Karres  
Deputy Clerk to County Council

Planning Commission Public Hearing:  
Council Public Hearing:  
1<sup>st</sup> reading:  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

October 21, 2008  
November 3, 2008  
October 27, 2008 (title only) PASSED 7-0  
November 24, 2008 PASSED 7-0  
December 1, 2008 PASSED 7-0

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**STATE OF SOUTH CAROLINA                    )       DEVELOPMENT AGREEMENT**  
   )  
**COUNTY OF LANCASTER                    )       COLLINS ROAD SITE**

## RECITALS

**WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer's development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.**

**WHEREAS**, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish



## DEDICATIONS AND FEES AND RELATED AGREEMENTS

**Section 4.01. Purpose of Article.** The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, ad valorem taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

**Section 4.01A. Payment to Lancaster County.** (A) Developer agrees to pay County one million dollars (\$1,000,000.00) the earlier of either July 1, 2018 or the time when the application is filed for a building permit for the first residential dwelling unit to be built in the development.

(B) Payment of the amount provided in Section 4.01A.(A) entitles the Developer to receive not more than eight hundred and ten (810) building permits for constructing residential dwelling units on the Property and as set forth in Ordinance No. 959. At the time of payment of the amount provided in Section 4.01A.(A), the County shall provide to the Developer a document indicating the Developer: (i) has paid the amount; (ii) is entitled to a specified number of building permits for residential dwelling units for the Property; (iii) will receive building permits upon meeting all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council; (iv) will receive the building permits notwithstanding any applicable moratorium, limit on the issuance of building permits, or any other restriction on development rights in effect at the time of application or time of issuance for the building permit; and (v) that the County considers the issuance of the document entitling the Developer to building permits pursuant to this Section 4.01A.(B) to be a "building permit" as used in Section 13.6.2.6.5 of the UDO, as added to the UDO by Ordinance No. 673, and relating to vesting of construction projects.

(C) Developer acknowledges and agrees that the expenditure and use of the monies received by the County from the payment provided in Section 4.01A.(A) is at the sole discretion of the County Council.

**Section 4.02. Payment of Costs.** Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than May 31, 2009, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

**Section 4.03. Other Charges or Fees.** (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of



**March 24, 2015**

**John L. Weaver**

**Lancaster County Attorney**

**Post Office Box 1809**

**Lancaster, South Carolina 29721**

**Summary of Mistakes and Delays for PDD-26**

- 12/1/2008** Lancaster County Council 3<sup>rd</sup> Reading and Approval of PDD-26 (Ordinance 959) and Development Agreement (Ordinance 960).
- 1/29/2009** Development Agreement Recorded, PDD-26 was NOT recorded by Lancaster County.
- 5/29/2012** Due to UHF Development, LLC agreeing to convey land to Lancaster County Water and Sewer District along Collins Road to provide sewer for the Publix Shopping Center, it was determined Lancaster County had not recorded PDD-26.
- 8/27/2012** Lancaster County recorded PDD-26 (Ordinance 959) through a Scrivener's Error. It will later be found that Lancaster County recorded the wrong version of PDD-26.
- 1/16/2014** Based on Pulte's submittal and review at the January 2014 Planning Commission Workshop for Queensbridge providing a 40 disturbed buffer along Gary Holland's Property Line, it was determined that the wrong version of PDD-26 had been recorded. The correct version provide s for a 40 foot undisturbed buffer along Mr. Holland's property line only.
- 1/21/14** Lancaster County Planning Commission conditionally approve Pulte's plan by requiring a 50 foot undisturbed buffer along both Mr. Holland's and his neighbors property line. This condition was inconsistent with the 40 foot undisturbed buffer that was agreed to by all parties in PDD-26.
- 4/18/14** Pulte files lawsuit against Lancaster County Planning Commission to appeal the Planning Commission Condition of a 50 foot undisturbed buffer for Mr. Holland and his neighbor with a goal of providing a 40 foot undisturbed for Mr. Holland only as provided for in PDD-26 Version 2.
- 6/30/2014** Pulte lawsuit withdrawn after UHF Development, LLC intervenes between Pulte, Mr. Holland and his neighbor and agrees to absorb certain additional costs Pulte will incur to provide Mr. Holland and his neighbor a 50 foot undisturbed buffer.
- 1/20/2015** Michael Wren completes revisions to the improperly recorded PDD-26.
- 3/17/15** Lancaster County Planning Commission Approves 7-0 revised PDD-26.

The above mistakes have delayed the development of Queensbridge and an adjoining 234 unit apartment community 12 months and counting as of March 2015.

**Summary of Financial Impacts**

- 1. Re-design of site plan based on 50 foot undisturbed buffer improperly conditioned by Planning Commission of \$10,000.**
- 2. Retaining walls and increased site work to accommodate the above of \$150,000.**
- 3. UHF Development, LLC interest carry for 12 months of \$300,000.**
- 4. Water and sewer off-site construction cost increases of \$350,000.**
- 5. Pulte and UHF Development, LLC legal fees associated with the Planning Commission lawsuit of \$50,000.**
- 6. Construction costs increases for the above referenced apartment community of \$2,500,000.**
- 7. Ongoing travel and other expenses incurred by UHF Development, LLC for various meetings with engineers, county staff, planning board and county council meetings.**
- 8. Significant risk that the Pulte land purchase for Queensbridge may not close due to the delays and increased costs.**



## Agenda Item Summary

Ordinance # / Resolution#:	Administration Committee
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	April 16, 2015

**Issue for Consideration:**

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

**Points to Consider:**

We have served for many years.

**Funding and Liability Factors:**

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

**Council Options:**

Approve the annual request or reject the request.

**Recommendation:**

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



## Agenda Item Summary

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

**Issue for Consideration:** Whether or not it is appropriate for Lancaster County to amend the Master Multi-County Park Agreement between Lancaster County and Chesterfield so as to permit Chesterfield County to expand the boundaries in its county.

**Points to Consider:** Prior to the Ordinance being put in final form and presented to Council for consideration, counsel for Chesterfield County will provide Exhibit A (Project Site) and Exhibit B (Chesterfield County Ordinance).

**Funding and Liability Factors:** N/A

**Council Options:** Either agree to the expansion of the MCBP boundaries in Chesterfield County by the passage of the ordinance or, alternatively, reject the expansion by voting down the ordinance.

**Recommendation:** Approval.



STATE OF SOUTH CAROLINA     )  
   )  
LANCASTER COUNTY                     )                     ORDINANCE NO.

**AUTHORIZING AN AMENDMENT TO THE AGREEMENT GOVERNING THE MASTER MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND CHESTERFIELD COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY LOCATED IN CHESTERFIELD COUNTY AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Lancaster County, South Carolina (“Lancaster”), and Chesterfield County, South Carolina (“Chesterfield”) (collectively, “Counties”), as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), entered into, the Master Multi-County Park Agreement, dated as of December 9, 2013, (“Agreement”), by which the Counties created a multi-county park between the Counties (“Park”); and

WHEREAS, the Agreement, provides that property may be added to the Park upon the passage of approving ordinances enacted by the respective county councils; and

WHEREAS, certain real property and improvements thereon, located in Chesterfield, a legal description of which is further set forth on Exhibit A (“Project Site”), is not currently included in the Park; and

WHEREAS, Chesterfield County Council has approved the expansion of the boundaries of the Park to include the Project Site by that Ordinance dated [INSERT DATE] and attached hereto as Exhibit B; and

WHEREAS, the Counties now desire to expand the Park’s boundaries to include the Project Site.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY COUNCIL:

**Section 1. Expansion of Park Boundaries.** There is hereby authorized an expansion of the Park boundaries to include the Project Site. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Lancaster County Council.

**Section 2. Savings Clause.** If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions are not affected.

**Section 3. General Repealer.** Any prior resolution or order, the terms of which are in conflict with this Resolution, is, only to the extent of that conflict, repealed.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.



**Section 5. Severability.**

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

**Section 6. Controlling Provision.**

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

**Section 7. Effective date.**

This Ordinance is effective upon Third Reading.

DATED, this 18<sup>th</sup> day of May, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

Attest:

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Debbie C. Hardin, Clerk to Council

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



**EXHIBIT A**

Property Description  
Project Site



**EXHIBIT B**

**Chesterfield County Ordinance**



## Agenda Item Summary

Ordinance # / Resolution#: N/A  
Contact Person / Sponsor: Steve Willis  
Department:  
Date Requested to be on Agenda: April 16, 2015  
Committee: Administration

**Issue for Consideration:** There are at present four (4) employees working for the Lancaster County Economic Development Corporation. When the corporation's bylaws were amended and approved by County Council in October, 2014, a significant reason for the legislation was to provide the legal foundation for the employees to remain covered by state benefits (PEBA), including health insurance and retirement. It is undisputed by either County Council or the LCEDC Board that the four (4) employees are no longer county employees, but, rather, solely answerable to the LCEDC Board as corporate employees.

**Points to Consider:** Lancaster County has continued to carry the employees on the county's HR records as if they were still county employees, thus allowing them to remain covered by the state benefits referenced above. The Administrator has noted that continuing to do so is in violation of state law and county policy and poses liability issues for the County and risk to the employees.

The scenario noted above was to be only temporary while LCEDC made application to PEBA for its own stand-alone coverage as the economic development arm of Lancaster County. Whether or not the corporation would be accepted and the employees covered remains unanswered because no application has ever been submitted to PEBA by LCEDC; and, thus, the liability and risk issues remain.

**Funding and Liability Factors:** The liability issue is outlined above. As to funding, Council is free to appropriate through the annual budget process such monies as deemed appropriate for economic development purposes. How LCEDC chooses to use the funds, whether that be for payroll and benefits, marketing, etc., etc. is a corporate decision.

**Council Options:** It is the sole responsibility of the Administrator to decide upon the employment status of all County employees, including these questionable county employees managed by LCEDC. But because of the divisive nature of the transition of the employees from Lancaster County over to the LCEDC, the Administrator has sought Council input on how best to resolve the issue. However, the ultimate decision remains the Administrator's if and when a final termination notice from Lancaster County is issued. Council does have the option of forming an economic development county department.

**Recommendation:** The Administrator's recommendation, based upon legal advice and state law, is that the LCEDC employees should be removed fully from any employer-employee relationship with Lancaster County and all payroll, insurance and related employee benefits should be the sole responsibility of the corporation.



Department		Personnel Priorities	
Item		Recurring	Capital Exp.
110 SHERIFF	<b>Deputy - each</b>		
	Wages	\$35,608	
	Fringe benefits	\$20,409	
	Travel, training	\$834	
	Uniforms	\$834	
	Equipment		\$3,128
	Radio		\$688
	Cell phone costs	\$560	
	Body armor		\$642
	Vehicle		\$35,319
	Vehicle Maintenance	\$1,200	
	In car camera		\$4,800
	Subtotals	\$59,445	\$44,577
	Total	\$104,022	
	Subtotals for 4	\$237,780	\$178,308
	Total for 4	\$416,088	
014 PUBLIC DEF	Attorney	\$75,000	
	Attorney	\$75,000	
014 SOLICITOR			
	Total	\$150,000	
110 SHERIFF	<b>Expungement Clerk</b>		
	Wages	\$23,000	
	Fringe benefits	\$16,406	
	Total	\$39,406	
Total for all above		\$605,494	\$178,308



**ONE TIME FUNDING PRIORITIES**

CTY WIDE

**Vehicle Replacement**

021 Vehicle that went to Airport	\$25,000
QRV at EMS - 6 liter diesel	\$50,000
QRV at EMS - 6 liter diesel	\$50,000
Service truck at PW - 6 liter diesel	\$50,000
Additional brush truck	\$50,000
Estimated 5 Ford Escapes - replace	\$125,000
<b>Subtotal</b>	<b>\$350,000</b>

153 EMS  
CTY WIDE

Historic Jail roof repairs	??
EMS Station generators	\$86,000
Building Analysis	\$40,000
ETV on Lancaster History	\$26,000