

Lancaster County Council Regular Meeting Agenda

Monday, April 13, 2015

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Presentations**
 - a. Transition from Workforce Investment Act to Workforce Innovation and Opportunity Act (WIOA)–
Randy Imler and Nicole Lawing – pgs. 4-6
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Chairman Comments – Chairman Bob Bundy**
8. **Consent Agenda**
 - a. Minutes of the following Council Meetings – pgs. 7-22:
 1. March 9, 2015 Regular Meeting
 2. March 23, 2015 Regular Meeting
 - b. **3rd Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool**
Ordinance Title: An Ordinance to amend Chapter 24 of the Lancaster County Code of Ordinances related to Parks and Recreation so as to add Article III – Wylie Street Swimming Pool – *Council approved 7-0 at the March 23, 2015 meeting. Steve Willis – pgs. 23-24*
9. **Resolution**
0870-R2015 A resolution supporting state efforts to find solutions to the funding needs for state maintained and operated roads and bridges without transferring the burden to local governments and opposing any actions taken by the General Assembly that through lack of state funding will lead to increased taxes on the citizens of Lancaster County. Steve Willis – pg. 25-26

10. Non-Consent Agenda

Ordinance Readings

- a. **Public Hearing and 3rd Reading of Ordinance 2015-1344 regarding an amended Fee Agreement for DLS Tire Centers, Inc. (amendment needed)**

Ordinance Title: An ordinance authorizing the execution and delivery of an amendment to the Fee Agreement between Lancaster County and DLS Tire Centers, Inc., to delay the start of the five year special source revenue credits by amending the fee agreement dated November 11, 2013; and other matters related thereto. *Council approved 7-0 at the March 23, 2015 meeting. John Weaver – pgs. 27-65*

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

Ordinance Title: An ordinance to amend the official zoning map of Lancaster county so as to rezone property of Jimaki Witherspoon, located ± 850 feet east of the intersection of SC Highway 200 and Highpoint Circle in Lancaster County from R-15, moderate density residential/agricultural district to R-15S, moderate density residential/manufactured housing/agricultural district; and to provide for other matters related thereto. *Planning Commission recommended approval 7-0. Penelope Karagounis – pg. 66-74*

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

Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD-26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto. *Planning Commission recommended approval 7-0. John Weaver – pg. 75-96*

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

Ordinance Title: An ordinance to again amend Article II, Section (a) of the conveyance agreement as adopted by Ordinance 1188 on December 12, 2012 so as to grant to Fancy Pokket USA Holdings, Inc., additional time to obtain a certificate of occupancy. *Steve Willis and Keith Tunnell – pages are not numbered*

Discussion and Action Items

- e. Catawba Community Mental Health Board appointment - *Debbie Hardin – pg. 97*
f. Board and Commission appointments – *Debbie Hardin – pg. 98*
g. Update regarding Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. – *deferred at the February 9, 2015 Council Meeting until road issues are addressed – Penelope Karagounis – pgs. 99-100*

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

- a. 2nd Reading of Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. – deferred at the February 9, 2015 Council Meeting until road issues are addressed.
- b. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

12. Miscellaneous Reports and Correspondence – pgs. 101-114

- a. Time Warner Cable
- b. SCDOT Bridge Replacement Notice – Hanging Rock Creek
- c. Historical Commission Award
- d. Catawba COG NIP Grant

13. Calendar of Events – pg. 115

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

15. Executive Session - SC 30-4-40(a)(9) – Economic Development Projects – Keith Tunnell

- a. Project Grade
- b. Project N
- c. Project Oscar
- d. Project Lonestar
- e. IMS

16. Adjournment

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

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

Transition from WIA to WIOA

WIA

Workforce Investment Act
1999 – 2015

WIOA

Workforce Innovation and Opportunity Act
Effective July 1, 2015
(Signed into law July 22, 2014)

South Carolina
Local Workforce Investment Areas



Requirements for Existing Workforce Development Areas

Reaffirm Workforce Area

Catawba – Chester, Lancaster, York Counties

Reaffirm Fiscal Agent

Catawba Regional Council of Governments

Update Consortium Agreement

Successful Performance and Financial Integrity for 2 years

Catawba Region's WIA 6 Year Performance Comparison

Performance Standard	PY08	PY09	PY10	PY11	PY12	PY13
Youth	Final	Final	Final	Final	Final	Final
Placement in Employment/Education	54.1%	35.8%	52.0%	52.5%	64.3%	57.5%
Attainment of Degree or Certificate	47.9%	40.3%	50.4%	57.4%	70.5%	72.6%
Literacy or Numeracy Gains-(OS-Only)	35.3%	36.1%	45.1%	55.5%	64.2%	61.7%
Adult						
Entered Employment Rate-Adults	65.5%	44.9%	54.0%	57.5%	71.2%	73.5%
Employment Retention Rate- Adults	82.3%	77.2%	82.0%	81.9%	85.4%	89.6%
Average Earnings-Adults	\$10,185	\$9,280	\$10,454	\$10,838	\$11,518	\$11,254
Dislocated Workers						
Entered Employments-Dislocated Workers	59.3%	46.4%	58.6%	69.5%	78.3%	81.1%
Empl. Retention Rate-Dislocated Workers	86.1%	82.4%	84.5%	88.7%	95.4%	94.4%
Average Earnings-Dislocated Workers	\$12,239	\$11,579	\$13,393	\$16,107	\$14,528	\$15,133

* performance goals varied over the 6 years

Exceeds
Meets
Failed



Financial Integrity

WIOA and WIA require Chief Elected Official of each consortium member (County Council Chair/Supervisor) to execute documents.

Chief Elected Official (on behalf of consortium member government) assumes financial liability for any mis-use of funds.

Catawba Regional COG's balance sheet serves as a buffer for this liability. Annual regional WIA/WIOA funding is approximately \$2.9 million.



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

Minutes of the Lancaster County Council Regular Meeting
101 N. Main Street, Lancaster, SC 29720

Monday March 9, 2015
6:30 p.m.

DRAFT

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

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

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

Larry McCullough moved to amend the agenda to add a personnel item to executive session. SECONDED by Steve Harper. Passed 7-0.

Larry McCullough moved to approve the agenda as amended. SECONDED by Charlene McGriff. Passed 7-0.

Citizen Comments

Ron Hutchinson, 5237 Fire Water Lane, Indian Land, discussed the building codes and had questions regarding the codes and wrapping structures.

Shellie and Les Hess, 1565 Maplewood Drive, Lancaster, discussed the litter issue in their neighborhood and wanted to know what Council could do to help.

Chairman Comments

The Chairman had no comments.

Motion to reconsider to reflect the entity name in Ordinance 2015-1333

John Weaver reported that neither the original ordinance nor this ordinance that passed February 23, 2015, makes reference to the corporate entity receiving the benefit. The 2012 ordinance references only Project Brick and the recently passed ordinance references no named entity at all. The correct name of the corporate entity is Fancy Pokket USA Holdings, Inc.

Mr. Weaver further reported that the redrafted ordinance 2015-1333 was included in the agenda packet for Council's consideration that clarifies the situation and properly names the corporate beneficiary.

MOTION was made by Steve Harper to reconsider 3rd Reading of Ordinance 2015-1333 to include the entity name to Fancy Pokket USA Holding, Inc., from Project Brick. SECONDED by Brian Carnes. Passed 7-0.

MOTION was made by Brian Carnes to amend 3rd Reading to place the entity name, Fancy Pokket in Ordinance 2015-1333. SECONDED by Charlene McGriff. Passed 7-0.

MOTION was made by Brian Carnes to approve 3rd Reading of Ordinance 2015-1333 as amended. SECONDED by Charlene McGriff. Passed 7-0.

Consent Agenda

- a. **Minutes of the February 9, 2015 Regular meeting**
- b. **3rd Reading of Ordinance 2015-1341 rezoning property of Marvin R. Harper, 1495 Kershaw Camden Highway**
- c. **3rd Reading of Ordinance 2015-1322 Amendments to the Library System Code**
- d. **3rd Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names**
- e. **2nd Reading of Ordinance 2015-1343 Lancaster County Airport lease to Miller Aviation, LLC**

DRAFT

Brian Carnes moved that the February 23, 2015 minutes be deferred for a correction until the next meeting. SECONDED by Larry McCullough. Passed 7-0.

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

Resolutions

0865-R2015 Town of Kershaw Community Pool

A resolution to come into partnership with the Town of Kershaw for the ongoing expense and maintenance of the Kershaw Community Pool.

MOTION was made by Brian Carnes to approve Resolution 0865-R2015. SECONDED by Jack Estridge. Passed 6-1. Bob Bundy opposed.

0869-R2015 presentation of Service weapon for Reserve Deputy Roger Phillips

A resolution expressing appreciation to Reserve Deputy Sheriff Roger Phillips and authorizing a gift to him by Lancaster County of his service sidearm on the occasion of his retirement.

MOTION was made by Larry Honeycutt to authorize the Sheriff to gift Roger Phillips with his service sidearm. SECONDED by Charlene McGriff. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1340 Lease of 3758 Charlotte Highway, Lancaster (25 citizens were in attendance).

Ordinance Title: An Ordinance to approve and authorize a 5 year lease with United Global Solutions Incorporated for a 5.578 parcel of land owned by Lancaster County located at 3758 Charlotte Highway, Lancaster.

The Chairman opened the floor for Public Hearing and no citizens attending the meeting spoke to the matter.

MOTION was made by Brian Carnes to approve 3rd Reading of Ordinance 2015-1340. SECONDED by Larry McCullough. Passed 6-1. Steve Harper opposed.

DRAFT

2nd Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special Exception uses, Section 4.1.17 Mini-Warehouses Subsection 6, of the Lancaster County Unified Development Ordinance.

Penelope Karagounis noted that the change from 1st Reading is in item 16 of the ordinance and the removal of item 6.

MOTION was made by Charlene McGriff to approve 2nd Reading of Ordinance 2015-1338 with the amendments as noted. SECONDED by Steve Harper. Passed 7-0.

2nd Reading of Ordinance 2015-1342 suspension of Sunday Blue Laws

Ordinance Title: An Ordinance to amend Ordinance No. 1163 relating to the suspension of Sunday work prohibitions so as to extend the period of suspension.

MOTION was made by Larry Honeycutt to approve 2nd Reading of Ordinance 2015-1342. SECONDED by Larry McCullough. Passed 6-1. Jack Estridge opposed.

1st Reading of Ordinance 2015-1344 regarding an amended Fee Agreement for DLS Tire Centers, Inc.

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

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1344. SECONDED by Larry McCullough. Passed 7-0.

1st Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool

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

MOTION was made by Charlene McGriff to approve 1st Reading of Ordinance 2015-1332. SECONDED by Larry Honeycutt. Passed 7-0.

John Weaver will prepare the resolution and an intergovernmental agreement for both City and County Councils review after 3rd Reading.

DRAFT

Discussion and Action Items

Adoption of 2015 Prioritized Community Needs List

MOTION was made by Charlene McGriff that the 2015 list of Priority Community Needs as prepared by the Catawba Regional Council of Governments is hereby adopted. SECONDED by Larry Honeycutt. Passed 7-0.

Grants to Encourage Arrests Policies and Enforcement of Protection Orders

Charlene McGriff reported that this grant would benefit victims of criminal domestic violence and related crimes. This program encourages arrest policies and enforcement of protection orders.

Councilwoman Charlene McGriff recused herself from voting and left the chambers after the presentation, prior to any discussion or motion of Council. A copy of the recusal from is attached to these minutes as schedule A.

MOTION was made by Brian Carnes to approve the application of grant. SECONDED by Larry McCullough. Passed 6-0. Charlene McGriff recused.

Non-budgeted items:

Pleasant Valley Fire Department Fee Board (PVFD) request to purchase new utility vehicle

Brian Endres, Chairman of the Pleasant Valley Fire Fee Board, requested on behalf of the board, the reallocation of funds and a draw from their reserve account to purchase a vehicle. He reported that the PVFD Fee Board has been conservative and would like to take advantage of purchasing a less expensive 2015 utility vehicle before the price is increased on the 2016 version.

MOTION was made by Brian Carnes to approve the request to purchase the utility vehicle. SECONDED by Larry Honeycutt. Passed 7-0.

Acquisition of heavy equipment for Public Works

Steve Willis informed Council this request is to purchase the following heavy equipment items for Public Works:

Road Tractor for hauling low-boy trailer	\$108,000
Motorgrader (using trade-in)	\$167,000
Roll off Truck for solid waste	\$190,000
TOTAL	\$465,000

This item has come before the Finance Committee and they have recommended the purchase of these one time capital expenses from the general fund.

MOTION was made by Larry Honeycutt to approve the purchase from the general fund. SECONDED by Charlene McGriff. Passed 7-0.

Additional Information Technology (IT) Staff

Steve Willis discussed that this request is to restore a previously cut position in the IT Department. This information has been discussed with the Administration Committee. The Salary requested is \$35,000 per year; \$46,550 with fringe. The current year fiscal impact would be approximately \$11,637.

MOTION was made by Brian Carnes to approve this position. SECONDED by Charlene McGriff. Passed 7-0.

Appointment of Terry Graham to the Board of Zoning Appeals

MOTION was made by Larry McCullough to approve Terry Graham for the unexpired term on the Board of Zoning Appeals representing District 1. SECONDED by Jack Estridge. Passed 7-0.

Larry McCullough informed Council that this position was vacated by Mr. James Brooks who is now on the School Board and could not serve dual roles.

Appointment of Solid Waste Advisory Committee Members

Steve Willis reported that this committee would be charged with reviewing the Solid Waste Plan developed by the Council of Governments with staff input. The recommendation would be to appoint for a term to expire as follows:

For a two year term:

Sonny Connor
Tony Starnes
Timmy Dunlap

For a four year term:

Jeff Catoe

Marty Cauthen

Jim Augustin

DRAFT

MOTION was made by Charlene McGriff to appoint the committee as recommended.

SECONDED by Larry McCullough. Passed 7-0.

Conditional zoning question

Penelope Karagounis reported that at the last council meeting Councilman Honeycutt wanted information about conditional zoning, specifically regarding York County. Ms. Karagounis obtained a copy of York County's ordinance that was approved March 17, 2014. Her recommendation is for the County Attorney to review the ordinance and to allow the consultant to review and incorporate this in the rewrite of the Unified Development Ordinance.

Economic Development By-laws

Bob Bundy discussed that at the last meeting there were questions that come up from Council Members McGriff and Honeycutt and he would address these one by one to clarify any misconceptions.

County Attorney John Weaver stated that he was asked by Ms. McGriff and Mr. Honeycutt to take a look at the bylaws. After reviewing and comparing them to others that were prepared by McNair and Ed Kluiters in 2013-2014 and the bylaws of the I-77 Alliance, there were a few items that he found lacking in the county document as follows:

1. No reference to a President in the EDC bylaws.
2. It also says that Council is to appoint the 2nd Vice Chairman and that appointment is to be on the Executive Committee. Not sure if we appoint to that slot.
3. It references that the treasurer to sign checks which is not usually the treasurer's responsibility.
4. There is no reference to County Council having approval of the EDC budget.
5. Article 11 says that Council can amend the bylaws by a 2/3 vote. In our current ordinance it does not say that, it says that no change can be made by the passage of an ordinance by council. There is also a citing of a supermajority which is a conflict in our own ordinance.
6. There is no reference to the SC Nonprofit Corporation Act of 1994, which is the state law that controls how nonprofits operate.
7. There is no reference to the Freedom of Information Act.
8. There are no conflict of interest references in the document.

9. There is no protection of the board members and officers as related to liability issues, indemnity, etc.

Mr. Weaver recommended amending and expanding the bylaws to include these items.

Chairman Bundy discussed the questions that Councilwoman McGriff had at the last meeting:

- Review and bylaws. Ms. McGriff stated that if we revisit the bylaws questions regarding the structure should be answered especially her concern with the conflict of interest.
- Is it a 501c3? Mr. Weaver stated that it is a 501c4 as filed with the Secretary of State's office.

Councilman McCullough requested that we get a copy of Mr. Weaver's findings and suggestions as well as have a time frame for a joint meeting/workshop with the Lancaster County Economic Development Corporation.

Mr. Weaver noted that bylaws were passed in October of 2014; he sent them to Rick Morgan with McNair Law Firm, who represents the county as the labor attorney, to get his opinion regarding the transition from being under the county to an independent 501c4 organization. The email in the agenda package outlined Mr. Morgan's recommendations.

Councilman Jack Estridge mentioned that the Economic Development Corporation is working on the items Mr. Morgan listed.

Councilman Steve Harper commented that these changes will strengthen the bylaws. Chairman Bundy noted that a periodic review of the bylaws would be in order.

Keith Tunnell agreed that the board would proceed with making application to PEBA (the State of South Carolina Insurance). He further noted that board members have to sign that application and if we are changing the bylaws that there be a joint meeting of Council and the Board to make sure we go over the changes.

Councilman Carnes suggested that all of Council get a copy of the agendas, minutes, and budget information monthly just as the three council board members receive.

Councilman Larry Honeycutt voiced a concern regarding conflict of interest information being in the bylaws. Keith Tunnell stated that all board members sign a statement of conflict of interest.

Councilman Harper requested that we have a joint meeting and have Mr. Weaver draw up recommended changes to the bylaws that can be reviewed by both Council and EDC Board.

DRAFT

Councilman Estridge asked if the EDC needs to be represented by an attorney. John Weaver noted that yes, their attorney would need to be present.

Councilman Honeycutt mentioned salaries given to Economic Development employees.

Chairman Bob Bundy stated that we desire a joint meeting to discuss the bylaws but also to have an informative meeting to allow the rest of Council to be informed of the operating procedures that Economic Development has in regards to the budget and a review of the manual with regard to conflict of interest. He also noted that it would be nice to have some of these documents prior to the meeting for review. Also, a discussion regarding the allocation of salaries with regard to the obligations of Lancaster County and the obligations of the private funding portion would need to be added to the topics. Mr. Bundy requested that if any one had any other specific questions, to please submit them by email so things could be addressed as part of the meeting.

Committee appointments

Chairman Bundy nominated the appointment of the following Councilmembers to the Economic Development Board:

Bob Bundy, Steve Harper and Charlene McGriff.

Larry Honeycutt moved to approve the nomination. Charlene McGriff SECONDED. No vote was taken at this time. The vote would not take place until June 2015.

Executive Session

MOTION was made by Charlene McGriff to go into Executive Session. SECONDED by Brian Carnes. Passed 7-0.

MOTION was made by Charlene McGriff to come out of Executive Session. SECONDED by Larry McCullough. Passed 7-0.

Jack Estridge recused himself and left the meeting. A copy of the recusal form is attached to these minutes as schedule B.

Council had an Executive Session to hear a matter regarding a person regulated by a public body. There were no votes taken. The following motion was made from Executive Session.

DRAFT

MOTION was made by Larry Honeycutt that Lancaster County deny to a person whose name was discussed in Executive Session the payment of any taxpayer county government funds for the purpose of satisfying a severance pay package. SECONDED by Charlene McGriff. Passed 4-2. Larry McCullough and Brian Carnes opposed. Jack Estridge recused himself from this item.

Adjournment

MOTION was made by Larry Honeycutt to adjourn. Seconded by Charlene McGriff Passed 6-0.

Respectfully Submitted:

Approved by Council, April 13, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary



Members of Lancaster County Council

Bob Bundy, District 3, Chairman

Brian Carnes, District 7, Vice Chairman

Steve Harper, District 5, Secretary

Jack Estridge, District 6

Larry Honeycutt, District 4

Larry McCullough, District 1

Charlene McGriff, District 2

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday March 23, 2015

6:30 p.m.

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

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

Welcome and recognition/pledge of allegiance and invocation

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

Approval of the agenda

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

Presentations

Presentation to the DAV of funds from the variety show

Sherri Brady, Janie Demby and Greg Brasington along with other EMS employees presented a check in the amount of \$4,760 to Robin Helms, Director of Veteran Affairs,

to help with the disabled American Veterans. This money was earned from the variety show that the county public safety personnel presented on March 6, 2015 at USCL.

Thumbs up Presentations

Chairman Bob Bundy presented Chris Sardelli and Joseph Garris with Thumbs Up Certificates for their achievement of receiving awards from the SC Press Association.

Municipal Separate Stormwater (MS4) Presentation

John Gast, engineer with Keck & Wood, Inc, showed a power point presentation, attached as Schedule A. Lancaster County has urbanized areas in the "Panhandle" area of Indian Land that have been designated as a regulated SMS4. He explained that there are SMS4 general requirements as follows:

- A regulated SMS4 operator must develop, implement, and enforce a stormwater management program designed to reduce the discharge of pollutants from their SMS4 to the "maximum extent practicable," to protect water quality requirements of the CWA.
- The SMS4 stormwater management program must include the following six minimum control measure: public education and outreach; public participation/involvement; illicit discharge detection and elimination; construction site runoff control; post-construction runoff control; and pollution prevention/good housekeeping
- A regulated SMS4 operator must identify its selection of Best Management Practice (BMP) and measurable goals for each minimum measure in the permit application. The evaluation and assessment of the chosen BMP's and measurable goals must be included in periodic reports to the permitting authority.

Council discussed with Mr. Gast and Jeff Catoe, Public Works Director, about the additional personnel and costs that it would involve to implement these new requirements from DHEC. It was decided that Mr. Gast will bring back information regarding the cost of implementation from surrounding counties to the April 13th Council meeting.

Citizen Comments

Peter Gertler – 6277-600 Carolina Commons #201, Indian Land, SC., spoke about the drainage system and offered the Sun City group to be a “beta test” to work on for the County.

Rosemary Whitlock – 628 Baker Place Road, asked Council for the donation of a green box cardboard container for K.A.R.E of Kershaw.

J.R. Wilt – 903 Rock Hill Hwy, Lancaster, SC, spoke about the stormwater issue.

Chairman Comments

The Chairman congratulated the Finance Department on their 3rd year of receiving The Distinguished Budget Award.

Consent Agenda

1. Minutes of the following Council Meetings

February 23, 2015 Regular Meeting

2. 2nd Reading of Ordinance 2015-1344 regarding an amended Fee Agreement for DLS Tire Centers, Inc.

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

Larry Honeycutt made a MOTION to approve Consent Agenda items 8a and 8b. SECONDED by Charlene McGriff. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1343 Lancaster County Airport lease to Miller Aviation, LLC {36 citizens in attendance of the meeting}

Ordinance Title: An Ordinance to approve the lease of certain land at the Lancaster County Airport to Miller Aviation, LLC; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance.

Brian Carnes made a MOTION to approve 3rd reading of Ordinance 2015-1343. SECONDED by Charlene McGriff. Passed 7-0.

Chairman Bundy opened the floor for a Public Hearing and no citizens attending the meeting spoke to the matter.

3rd Reading of Ordinance 2015-1338 regarding Mini-Warehouses and side wall structures height

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special Exception uses, Section 4.1.17 Mini-Warehouses Subsection 6, of the Lancaster County Unified Development Ordinance.

Charlene McGriff made a MOTION to approve Ordinance 2015-1338. SECONDED by Larry McCullough. Discussion followed.

Penelope Karagounis explained that there were some additions to the actual Ordinance since 2nd reading. Those additions are on page 40 of the agenda package and marked as item 15.

Larry Honeycutt made a MOTION to approve 3rd reading of Ordinance 2015-1338 as amended. SECONDED by Charlene McGriff. Passed 7-0.

3rd Reading of Ordinance 2015-1342 suspension of Sunday Blue Laws

Ordinance Title: An Ordinance to amend Ordinance No. 1163 relating to the suspension of Sunday work prohibitions so as to extend the period of suspension.

Charlene McGriff made a MOTION to approve 3rd reading of Ordinance of 2015-1342. SECONDED by Larry McCullough. Passed 6-1. Jack Estridge opposed.

2nd Reading of Ordinance 2015-1332 regarding the (Leroy Springs) Wylie Street Swimming Pool

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

MOTION was made by Charlene McGriff to approve 2nd Reading of Ordinance 2015-1332. SECONDED by Steve Harper. Discussion followed.

John Weaver, County Attorney, handed out the clean version of this Ordinance, attached as Schedule B. He stated that the version in the agenda package was not the clean version. He also stated that it should be heard by the Infrastructure and Regulation Committee instead of the Administration Committee.

MOTION was made by Brian Carnes to approve the amended version of Ordinance 2015-1332 as handed out and attached as schedule A. SECONDED by Charlene McGriff. The amendment passed 7-0.

MOTION was made Larry Honeycutt to approve 2nd Reading of Ordinance 2015-1332 as amended. SECONDED by Brian Carnes. Passed 7-0.

Discussion and Action Items

Heath Springs Industrial Park Speculative Building

Keith Tunnell, President of Economic Development, and Gene Rish of Carlisle & Associates, spoke regarding the speculative building and the need for direction whether or not to proceed with the project. He suggested that they could leave off some finishes like the floor slab, lighting and sprinkler system to keep costs down until the building is sold. He further stated that they have \$725,000 in grants already.

Brian Carnes made a MOTION to send this to the Administration Committee to be reviewed to find all possible revenue sources before bringing to Council. SECONDED by Steve Harper. Passed 7-0.

Standing Committee reports/comments

Administration Committee

Brian Carnes, Chairman for the Administration Committee, stated that his Committee would meet the 3rd Thursday of each month at 4:30pm. Their first meeting was March 5th and each department represented introduced themselves. He stated that they had a good discussion of items that they were facing in the budget like paramedic salaries and bring tenured employees up to the market rate for their positions.

Infrastructure and Regulation

Larry Honeycutt, Chairman for the Infrastructure and Regulation Committee, said that they met on March 10th. This meeting was to get acquainted and introduce each of the department representatives. They will meet on the 2nd Tuesday of each month at 3:00pm.

Public Safety

Steve Harper, Chairman for the Public Safety Committee, said that they were going to meet the 3rd Tuesday of each month at 8:00am. He stated that he believes that the Standing Committee concept is going to work out well.

Board and Commission vacancies.

Debbie Hardin, Clerk to Council, explained that the Community Relations Commission has two vacant positions open in District 4 and District 6. They also have a vacancy with both the city and school representatives.

Council on Aging application for a federal grant to acquire a new vehicle

Steve Willis, Administrator, explained that this is an application for federal grant funding to acquire a new vehicle. This vehicle will be a new conversion bus to replace a 2011 model that this used to transport senior citizens in the Heath Springs and Kershaw area. The 20% local match, which will be requested in their FY 15-16 funding request, is \$9,335. The base vehicle cost, minus tax, is \$46,774.

This was for information only. Mr. Willis will proceed with the grant application.

Executive Session

Brian Carnes made a MOTION to go into Executive Session. SECONDED by Jack Estridge. Passed 7-0.

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

Steve Harper made a MOTION to direct Steve Willis to initiate a rezoning as discussed in executive session. SECONDED by Larry Honeycutt. Passed 7-0.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Brian Carnes. Passed 7-0.

Respectfully Submitted:

Approved by Council, April 13, 2015

Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1332

AN ORDINANCE

**TO AMEND CHAPTER 24 OF THE LANCASTER COUNTY CODE OF ORDINANCES
RELATED TO PARKS AND RECREATION SO AS TO ADD ARTICLE III – WYLIE STREET
SWIMMING POOL**

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

Section 1. Article III – Wylie Street Swimming Pool.

Chapter 24 of the Lancaster County Code is further amended to read:

Article III – Wylie Street Swimming Pool.

Section 24-51 – Swimming Pool Ownership

Notwithstanding Section 24-24(a)(2) of the Lancaster County Code, the swimming pool located on Wylie Street in the City of Lancaster shall be owned and operated by Lancaster County. Operating and capital costs associated with the swimming pool shall be equally shared between Lancaster County and the City of Lancaster, following a review by the County Infrastructure and Regulation Committee, the City Finance Committee, and the Parks and Recreation Commission.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

DATED this 13th day of April, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	March 9, 2015	Passed 7-0
Second Reading:	March 23, 2015	Passed 7-0
Third Reading:	April 13, 2015	(TENTATIVE)

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RESOLUTION NO. 0870-R2015

A RESOLUTION

A RESOLUTION SUPPORTING STATE EFFORTS TO FIND SOLUTIONS TO THE FUNDING NEEDS FOR STATE MAINTAINED AND OPERATED ROADS AND BRIDGES WITHOUT TRANSFERRING THE BURDEN TO LOCAL GOVERNMENTS AND OPPOSING ANY ACTIONS TAKEN BY THE GENERAL ASSEMBLY THAT THROUGH LACK OF STATE FUNDING WILL LEAD TO INCREASED TAXES ON THE CITIZENS OF LANCASTER COUNTY.

WHEREAS, Lancaster County, along with the vast majority of citizens, acknowledges that South Carolina's infrastructure is in desperate need of repairs and funding sources; and

WHEREAS, it is widely understood that the State has failed to sufficiently address and fund road and bridge projects over the years; and

WHEREAS, only 10% of the non-federal aid eligible secondary roads assigned for transfer are in good condition while 90% are in fair or poor condition, and

WHEREAS, the Department of Transportation is in a much better position to assess the needs and to perform the necessary maintenance on these roads in the state system, and

WHEREAS, H. 3579 claims that the dumping of State roads onto counties is "optional" and comes with "adequate" funding, but the option is left to the County Transportation Committee (CTC) and not the County Council and the proposed funding is insufficient to repair and maintain the nearly 19,000 miles of roads; and

WHEREAS, devolving this authority onto an appointed body renders this legislation constitutionally suspect; and

WHEREAS, if the CTC does not refuse the roads then the County is forced to accept the financial responsibility, maintenance, and liability of the roads; and

WHEREAS, the bill places too much power with the CTC, which is not liable or accountable to the taxpayers if the funding is insufficient or if the CTC elects to spend the money on other projects such as state-owned roads; and

WHEREAS, insufficient funding would result in a potential local tax increase on County citizens to pay for maintenance and repair on the deteriorating roads; and

NOW THEREFORE, BE IT RESOLVED by the Lancaster County Council that it is opposed to any legislative efforts to transfer state-owned roads to local governments and requests that all members of the South Carolina General Assembly refuse further consideration of any proposed

legislation.

AND IT IS SO RESOLVED this 13th day of April, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

The Lancaster News

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

NOTICE OF PUBLIC
HEARING
There will be a public hearing on an ordinance with respect to the approval by Lancaster County, South Carolina of an amendment to a fee-in-lieu-of-tax and special source revenue credit agreement. The Amended Agreement will be entered into by Lancaster County with DLS Tire Centers, Inc. DLS Tire Centers, Inc.'s facility is located at 9057 Northfield Drive, Indian Land, SC 29707, South Carolina. Said public hearing is to occur at a meeting of the Lancaster County Council 101 N. Main Street, Lancaster, South Carolina on Monday, April 13, 2015 at 6:30 p.m.
LANCASTER COUNTY,
SOUTH CAROLINA
Bob Bundy
Chairman of County Council
106-34-1F-Crumlaw-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 3/20/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA

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)

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1344

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN LANCASTER COUNTY AND DLS TIRE CENTERS, INC., TO DELAY THE START OF THE FIVE YEAR SPECIAL SOURCE REVENUE CREDITS BY AMENDING THE FEE AGREEMENT DATED NOVEMBER 11, 2013; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the Lancaster County Ordinance No. 2013-1239 dated November 11, 2013, the County Council authorized the execution by the County of a Fee Agreement dated as of November 11, 2013 (the "Fee Agreement") with DLS Tire Centers, Inc. ("DLS") for the purpose of financing the cost of the expansion and acquisition, by construction and purchase of buildings, improvements, machinery, equipment and fixtures which constitute a facility used for the purpose of producing retread tires in the County and all activities related thereto (the "Project"); and

WHEREAS, the County and DLS are desirous of amending the Fee Agreement dated November 11, 2013, to delay the start of the 5 year Special Source Revenue Credit payments from January 15, 2015 to January 15, 2016; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Fee Agreement (the "Amended Fee Agreement") by and between the County and DLS; and

WHEREAS, it appears that the Amended Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by Lancaster County, South Carolina, as follows:

Section 1. It is the intention of the County Council and DLS that the amendment of the Fee Agreement shall delay the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, shall not diminish or enhance the value of the existing fee in lieu of tax arrangement between the County and DLS to either party. The Amended Fee Agreement, in form is attached hereto and shall be executed by both parties.

Section 2. The terms of the Amended Fee Agreement, delaying the start of the 5 year Special Source Revenue Credit Payments from January 15, 2015 to January 15, 2016, presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name and on behalf of the County, and thereupon to cause the Amended Fee Agreement to be delivered to the Company. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor 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, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Amended Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

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 Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 7. 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 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

This ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	March 9, 2015	Passed 7-0
Second Reading:	March 23, 2015	Passed 7-0
Public Hearing:	April 13, 2015	
Third Reading:	April 13, 2015	Tentative

AMENDED FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

DLS TIRE CENTERS, INC.,
A South Carolina Corporation

Dated as of April 1, 2015

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RECAPITULATION OF CONTENTS OF FEE AGREEMENT DLS TIRE CENTERS, INC.

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

1. Legal name of each party to the agreement – Lancaster County, South Carolina, and DLS Tire Centers, Inc.
2. County and Street Address of the Project and Property to be Subject to the Fee Agreement – Lancaster County; 9057 Northfield Drive; a 5.13 acre parcel located in the Perimeter 521 Industrial Park; Tax Map No. 0010-00-050.08.
3. Minimum Investment Agreed Upon - \$2,600,000
4. Length and Term of the Fee Agreement – Thirty (30) years for each phase of the Project placed in service during the Investment Period
5. Assessment Ratio Applicable for Each Year of the Fee Agreement -- Six percent (6%)
6. Millage Rate Applicable for Each Year of the Fee Agreement – 275.9 mills
7. Is the project to be located in a multi-county park formed pursuant to article VIII, section 13 of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code? Yes, the land on which the Project is located is in the multi-county park developed jointly by Lancaster County and Marlboro County pursuant to an agreement dated July 14, 1994, and approved by Lancaster County by passage of Ordinance No. 235 and as subsequently amended (the "Marlboro MCP"). It is anticipated that the land on which the Project is located will be moved from the Marlboro MCP to a multi-county park to be established by Lancaster County and Chesterfield County by not later than December 31, 2013.
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.5, 4.7, 4.8, and 4.9
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.4
10. Will payment amounts be modified using a net present value calculation? No
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.5, 4.7, 4.8, and 4.9

--XXX--

AMENDED FEE AGREEMENT

This AMENDED FEE AGREEMENT (the "Amended Fee Agreement") is made and entered into as of April 1, 2015, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County, and DLS Tire Centers, Inc. (the "Company"), incorporated and existing under the laws of the State of South Carolina.

RECITALS

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

2. The Company is committed to acquire and equip by construction, lease-purchase, lease or otherwise, a facility for the purpose of tire retreading (the "Facility") which will be located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project involves an initial taxable investment of at least \$2,600,000 within five (5) years of the end of the Company tax year in which this Fee Agreement is executed and the \$2,600,000 level of that investment shall be maintained for the initial five (5) years of the Fee Agreement, without

regard to depreciation, all being maintained in accordance with the Act and this Fee Agreement. The Project also involves the creation of at least fifty (50) new, full-time jobs by the end of the fourth year of the Investment Period and the Company is committed to the creation of not less than twenty-five (25) new full-time jobs by the end of the first year of the Investment Period. The Company and the County agree that, pursuant to the Act, the existing land, building and fixtures for the Project are not eligible for inclusion in the Fee Agreement.

3. Pursuant to Ordinance No. 2013-1239, adopted on November 11, 2013 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council, among other things, authorized the County to enter into the Fee Agreement dated November 11, 2013 with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) and subject to the terms and conditions of the Fee Agreement.

4. Pursuant to Ordinance No. 2015-____ adopted on April 13, 2015 (the "Amended Fee Ordinance") to approve this amended Fee Agreement (the "Amended Fee Agreement") dated as of April 1, 2015. The County Council authorized a one year delay in the commencement of the five year Special Source Revenue Credit (hereinafter defined) provided in Section 4.4 below

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above recitals and the respective representations and agreements hereinafter contained, the County and Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Amended Fee Agreement.

"Authorized County Representative" shall mean the Chair of County Council and Secretary of County Council.

"Chair" shall mean the Chair of the County Council of the County.

"Clerk to Council" shall mean the Clerk to the County Council of the County.

"Closing" or "Closing Date" shall mean the date of the execution and delivery of this Amended Fee Agreement.

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

"Company" shall mean DLS Tire Centers, Inc., a company incorporated under the laws of the State and duly qualified to transact business in the State.

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

"County Administrator" shall mean the person employed by the County Council pursuant to Section 4-9-620 of the Code.

"County Council" shall mean the Lancaster County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value, based on original fair market value as determined in Step 1 of Section 4.1 of this Amended Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Amended Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Amended Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Amended Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act and which become subject to the Amended Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment

Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Amended Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Amended Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in the County on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Amended Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Amended Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Amended Fee Agreement.

"FILOT Payments" shall mean the payments in lieu of *ad valorem* taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Amended Fee Agreement.

"Inducement Resolution" shall mean Resolution No. 0806-R2013, adopted June 10, 2013 by the County Council committing the County to, among other things, (i) enter into a fee-in-lieu of tax

incentive with the Company, (ii) provide special source revenue credits; and (iii) provide for the designation of the land on which the Project is located as a multi-county park pursuant to the Park Law.

"Investment Period" shall mean the period commencing January 1, 2013, and ending on the last day of the fifth (5th) property tax year following the property tax year in which this Amended Fee Agreement is executed or, the tenth (10th) property tax year following the property tax year in which this Amended Fee Agreement is executed, if the County Council, in its sole discretion, agrees to an extension of the Investment Period by approval of a resolution to that effect.

"Minimum Investment" shall mean that the Company shall invest under and pursuant to the Amended Fee Agreement not less than Two Million Six Hundred Thousand Dollars (\$2,600,000) in qualifying, new taxable investment in the Project by the end of the Investment Period, and if achieved prior to the end of the Investment Period, to maintain an investment of not less than \$2,600,000, without regard to depreciation, through the end of the Investment Period.

"Minimum Job Creation" shall mean the requirement for the Company to create not less than fifty (50) new full-time jobs (as defined in Section 12-6-3360 of the Code) by the end of the fourth year of the Investment Period and, when achieved, to maintain not less than fifty (50) new full-time jobs (as defined in Section 12-6-3360 of the Code) through the end of the Investment Period. "Minimum Job Creation" includes the requirement to create not less twenty-five (25) new full-time jobs (as defined in Section 12-6-3360 of the Code) by the end of the first year of the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement pursuant to the Multi-County Park Law.

“Park Agreement” shall mean an agreement to develop jointly an industrial and business park, dated July 14, 1994, by and between the County and Marlboro County and approved by the County by passage of Ordinance No. 235. It is anticipated that the land on which the Project is located will be moved from the multi-county park developed jointly with Marlboro County to a multi-county park to be established by the County and Chesterfield County by not later than December 31, 2013. For purposes of the definition of “Park Agreement”, it includes the multi-county agreement anticipated to include the land on which the Project is located to be entered into by and between the County and Chesterfield County.

“Park Law” shall mean article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Amended Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2043 or December 31, 2048, if the Investment Period is extended as provided in this Amended Fee Agreement and Section 12-44-30(13) of the Act, and utilized by the Company by making the required investments, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, but only if the County Council, in its sole discretion, subsequently agrees to such a maximum number of years exceeding thirty (30) and such agreement is approved by passage of a resolution to that effect by the County Council.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Amended Fee Agreement.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Amended Fee Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Amended Fee Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Amended Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.3 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Special Source Revenue Credits” shall mean the credit against the FILOT Payments to be made by the Company to the County on and for the Project, as authorized by Sections 4-1-175 and 12-44-70 of the Code and Section 4.4 hereof.

“State” shall mean the State of South Carolina.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of South Carolina, is qualified to do business in the State, has power to enter into this Amended Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Amended Fee Agreement.

(b) The Company's execution and delivery of this Amended Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any

Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which produces retread tires and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$2,600,000 in qualifying taxable investment in eligible Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Amended Fee Agreement is executed. The Company will invest not less than Two Million Six Hundred Thousand Dollars (\$2,600,000) in Economic Development Property, by the end of the Investment Period and, if not, the Company will lose the benefits of this Amended Fee Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT Payments and Special Source Revenue Credits. If the Minimum Investment, without regard to depreciation, is achieved prior to the end of the Investment Period but is not maintained to the end of the Investment Period, as required by this Agreement, then the Company will lose the benefit of the Amended Fee Agreement and Special Source Revenue Credits and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act, prospectively, from the point at which such maintenance requirement is no longer maintained.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Section 3.2 Diligent Completion. The Company agrees to use reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2018, or on or prior to December 31, 2023 if not less than \$2,600,000 of Economic Development Property is invested in the Project on or prior to December 31, 2018 and the County Council agrees to an extension of the Investment Period by approval of a resolution to that effect. Anything contained in this Amended Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project; provided, that the Company agrees it may lose the benefit of this Amended Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make FILOT Payments to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e) and the Minimum Investment

requirement contained in this Amended Fee Agreement, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. In accordance therewith, the Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2018 or up to December 31, 2023, if the County Council agrees to an extension of the Investment Period by approval of a resolution to that effect, said FILOT Payments to be made annually and collected and enforced pursuant to Section 12-44-90 of the Act. The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Amended Fee Agreement.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County Council approves by passage of a resolution to that effect, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate of 275.9 mills (which millage rate shall remain fixed for the term of this Amended Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the thirty years listed on the payment dates prescribed by the County for such payments, or such longer period of years if the County Council approves the longer period by passage of a resolution to that effect.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Amended Fee Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Amended Fee Agreement payment of all FILOT Payments under this Section 4.01 relating to the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of such term shall not increase the number of FILOT Payments for which the Company qualifies under this Section.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Amended Fee Agreement for the investment in the Project without the express, written consent of the County Council.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent

thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the FILOT Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of FILOT Payments already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not met the Minimum Investment by the end of the Investment Period, then beginning with the payment due in 2019, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes that would have been payable to the County with respect to the Project through and including 2018 using the calculations described in this Section, over, (ii) the total net

amount of FILOT Payments (including Special Source Revenue Credits) actually made by the Company with respect to the Project through and including 2018. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act. Further, in the event, thereafter, that the investment in the Project, without regard to depreciation, once having achieved the Minimum Investment, falls below \$2,600,000 (without regard to depreciation), during the first five (5) years that the Special Source Revenue Credits are in effect, the FILOT Payment to be paid to the County by the Company from such respective point on, for the duration of this Amended Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and payments in lieu of *ad valorem* taxes and Special Source Revenue Credits will be terminated at the point at which the investment in the Project, without regard to depreciation, falls below such \$2,600,000.

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

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall

be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, pursuant to subsequent written agreement approved by the County Council by passage of a resolution to that effect, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Special Source Revenue Credits.

A. The County agrees that the Company shall be entitled to Special Source Revenue Credits, to be taken as a set off against the FILOT Payments for the Project owed, pursuant to Section 4.1, hereof, in each of five (5) consecutive years of such FILOT Payments, beginning with the FILOT Payment due and payable January 15, 2016 and concluding with the FILOT payment due on January 15, 2020, in an annual amount equal to fifty percent (50%) of the net FILOT Payments (after payment of the amount due the multi-county park partner county) generated by the Project commencing in the property tax year in which the total new, taxable investment of the Company in the Project equals or exceeds the Minimum Investment requirement and the number of new full-time jobs equals or exceeds the Minimum Job Creation requirement and continuing for the next four (4) years thereafter, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Such Special Source Revenue Credits may be taken by the Company only to the extent that such Company has invested in qualifying improvements as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the Code. At no time shall the aggregate of Special Source Revenue Credits received by the Company exceed the certified amount of Qualified Improvements.

B. Company agrees to provide, no later than May 31 of each year, at the Company's expense, a report containing the calculation of the Special Source Revenue Credits. The Company may select the party preparing the report subject to the consent of the County, the County's consent not to be unreasonably withheld. The County consents to the preparation of the report by the Company's internal accountants or third party accounting or consulting firm whose services the Company uses on a regular basis.

C. The Company shall be responsible for certifying annually to the County Auditor, no later than May 31 of each year, the amount of Qualified Improvements incurred, and for claiming the

credit on any tax (fee in lieu of tax) calculations required by law to be submitted by the Company. The Company shall include in the annual certification a certification that the Company is in compliance with Minimum Investment requirement and Minimum Jobs Creation requirement as of the date of certification.

D. The Special Source Revenue Credit shall be applied as a setoff against the FILOT owed for the then current year.

E. THIS AMENDED FEE AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE PORTION OF THE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY WITH RESPECT TO THE PROJECT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

Section 4.6 Collection and Enforcement of FILOT Payments. The FILOT Payments shall be collected and enforced in accordance with Section 12-44-90 of the Act.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Amended Fee Agreement, and subject to Section 4.2 and Section 4.5, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Amended Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Amended Fee Agreement.

(b) Election to Rebuild. In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Amended Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company,

subject to the provisions of Section 4.5, hereof. Subject to the terms and provisions of this Amended Fee Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.5 hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Amended Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.5, hereof, the Company may elect: (i) to terminate this Amended Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the

substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.11 Indemnification Covenants. The Company agrees to indemnify and save the County, its employees, officers, and agents, including, but not limited to, the County Council and its individual members (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Amended Fee Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding.

Section 4.12 Access to Records; Confidential Information.

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

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

Section 4.13 Assignment and Subletting. This Amended Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition to the specific events of default noted elsewhere herein, as to the Minimum Investment requirement and Minimum Jobs Creation requirement, the following shall be "Events of Default" under this Amended Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Amended Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILÓT Payments described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.14 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Amended Fee Agreement and Special Source Revenue Credits; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Amended Fee Agreement, including, without limitation, those actions previously specified in this Amended Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Amended Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be

herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including, but not limited to, the review and approval of this Amended Fee Agreement and related documents. Further if the Company shall default under any of the provisions of this Amended Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Amended Fee Agreement shall be effective when (i) delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable

national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Lancaster County
 ATTN: County Administrator
 County Administrator's Office
 P.O. Box 1809 (29721)
 101 N. Main Street, 2nd Floor (29720)
 Lancaster, SC
 Telephone: (803) 416-9300

WITH A COPY TO (WHICH SHALL NOT CONSTITUTE NOTICE FOR PURPOSES OF THIS AMENDED FEE AGREEMENT):

McNair Law Firm, P.A.
ATTN: J. Michael Ey
P.O. Box 11390 (29211)
1221 Main Street, 18th Floor (29201)
Columbia, SC
Telephone: 803-799-9800

AS TO THE COMPANY: DLS Tire Centers, Inc.
 9057 Northfield Drive
 Fort Mill, SC 29715

WITH A COPY TO (WHICH SHALL NOT CONSTITUTE NOTICE FOR PURPOSES OF THIS AMENDED FEE AGREEMENT):

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Amended Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of

the covenants, stipulations, promises and agreements of this Amended Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Amended Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Amended Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Amended Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Amended Fee Agreement.

Section 5.6 Amendments. The provisions of this Amended Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Amended Fee Agreement.

Section 5.8 Severability. If any provision of this Amended Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the

maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AMENDED FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AMENDED FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except as to FILOT Payments, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 5.11 Membership Commitment. The Company agrees to be a member of the Lancaster County Economic Development Corporation and the Lancaster County Chamber of Commerce.

Section 5.12 Job Training. The Company agrees to use (i) the County's job training programs for the purpose of job training and for identifying potential employees, and (ii) if needed, the York Commission for Technical Education's workforce training program for purposes of job training (ReadySC).

Section 5.13 Filings and Reports.

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

B. The Company shall cause the filing of a copy of this Amended Fee Agreement and a copy of its completed Form PT-443 of the South Carolina Department of Revenue, to be filed with the County Auditor and the County Assessor of the County and the multi-county park partner county and the South Carolina Department of Revenue within thirty (30) days after the date of execution and delivery of this Amended Fee Agreement by all parties.

Section 5.14 Cessation of Operations. Notwithstanding any other provision of this Amended Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Amended Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.14, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.2 relating to clawback apply if this Amended Fee Agreement is terminated in accordance with this section prior to the end of the Investment Period and before the Company has achieved the Minimum Investment requirement and the Minimum Jobs Creation requirement. The Company agrees that if this Amended Fee Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested and the Company has caused this Agreement to be executed by its respective authorized officer, effective the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

DLS TIRE CENTERS, INC.,
a South Carolina corporation

By: _____
Its:

EXHIBIT A to the Amended Fee Agreement

DLS TIRE CENTERS, INC. PROPERTY

Tax Map No. 0010-00-050.08
9057 Northfield Drive
Ft Mill, SC 29715

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Agenda Item Summary

Ordinance # / Resolution#: 2015-1345

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 4/13/15

Issue for Consideration:

Rezoning application of Jimaki Witherspoon to rezone ±0.84 acres from R-15, Moderate Density Residential/Agricultural District, to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

Points to Consider:

The property has four adjacent parcels zoned R-15, Moderate Density Residential/Agricultural District. One of two adjacent parcels to the south is zoned MHP, Manufactured Home Park, and one adjacent parcel to the north is zoned R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District. There are ±11 mobile homes that are located along Highpoint Circle. Two of the four adjacent parcels are already zoned for mobile homes.

Based on the current zoning, the property bordered to the north is zoned R-15S and one adjacent parcel to the south is zoned as a manufactured home park. By rezoning this parcel to R-15S, the property will be consistent with majority of surrounding properties and would be appropriate for this location.

Funding and Liability Factors:

N/A

Council Options:

Please see Planning Staff Report for background information.

Recommendation:

The Planning Department and Planning Commission both recommended to approve the rezoning request. The Planning Commission voted to recommend approval of the rezoning request by a vote of (7-0).

No citizen spoke against the rezoning. One citizen called the Planning Department just to inquire about the case.

The complete staff report can be located on www.mylancaster-sc.org

Click on Planning and go to 2015 Agendas.

PLANNING STAFF REPORT

I. Facts

A. General Information

Proposal: Rezoning application of Jimaki Witherspoon to rezone ±0.84 acres from R-15, Moderate Density Residential/Agricultural District, to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

Property Location: The property is located ± 850 feet east of the intersection of SC HWY 200 and Highpoint Circle, Lancaster County, South Carolina.

Legal Description: Tax Map 86, Parcel 8.01

Zoning Classification: Current: R-15, Moderate Density Residential/Agricultural District, to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District.

***Voting District:* District 2- Charlene McGriff**

B. Site Information

Site Description: The parcel is wooded and undeveloped.

C. Vicinity Data

Surrounding Conditions: The property has four adjacent parcels zoned R-15, Moderate Density Residential/Agricultural District. One of two adjacent parcels to the south is zoned MHP, Manufactured Home Park, and one adjacent parcel to the north is zoned R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District. There are ±11 mobile homes that are located along Highpoint Circle. Two of the four adjacent parcels are already zoned for mobile homes.

Exhibits

1. Rezoning Application
2. Location Map
3. Map of Current Manufactured Homes
4. Future Land Use Map
5. Tax Inquiry Sheet
6. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12 Manufactured Homes
7. Table of Uses

II. Findings

Code Considerations:

The R-15, Moderate Density Residential/Agricultural District, is designed to accommodate the most dense single-family residential developments (not including manufactured homes) in areas of the county which are either experiencing urban growth or which are expected to

experience urban growth in the near future. This type of development requires that both water and sewer lines be installed prior to construction beginning on the site. If water and sewer are not available to the site, the site shall be developed based on the regulations of the R-30 district (see below) The minimum lot size is 14,520 square feet and the minimum lot width is 90 feet.

The R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District, contains the same regulations as the R-15 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes.
- b. This zoning district classification should be used to designate existing and future manufactured home subdivisions which do not/are not intended to consist of at least 50 percent multi-wide manufactured housing units.
- c. This zoning district classification is appropriate adjacent to manufactured housing parks.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-15, Moderate Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Transitional by definition according to the *Lancaster County Comprehensive plan 2014-2024* identifies Transitional as “suburban single-family/multi-family residential and commercial.” However, although the Future Land Use Map identifies this property as Transitional, it does not distinguish between site built homes and manufactured homes. Based on the current zoning, the property bordered to the north is zoned R-15S and one adjacent parcel to the south is zoned as a Manufactured Home Park. By rezoning this parcel to R-15S, the property will be consistent with majority of surrounding properties and would be appropriate for this location.

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property located ± 850 feet east of the intersection of SC HWY 200 and Highpoint Circle be **APPROVED**.

V. Recommendation from Planning Commission Meeting:

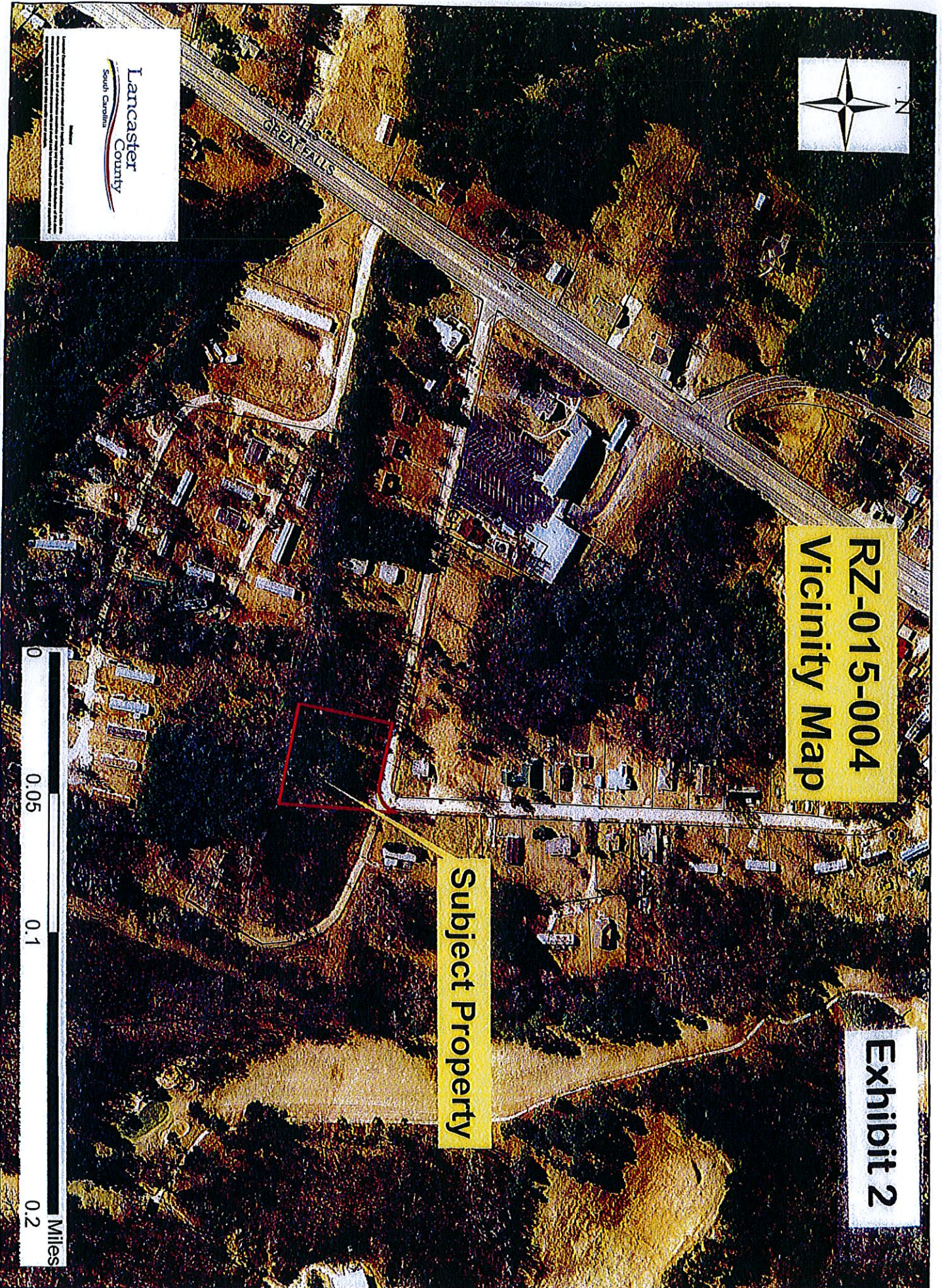
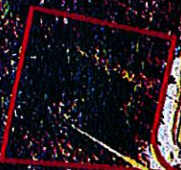
At the Lancaster County Planning Commission meeting on Tuesday, March 17th, 2015 the Commission voted to **APPROVE** the rezoning application of Jimaki Witherspoon by a vote of (7-0).



**RZ-015-004
Vicinity Map**

Exhibit 2

Subject Property





RZ-015-004 Existing Mobile Homes Map

Exhibit 3

Lancaster
County
South Carolina

Legend

- Existing Mobile Homes
- Existing Mobile Home Park Zoned MHP
- Subject Property





RZ-015-004 Future Land Use Map

Urban

Exhibit 4

Transitional

Transitional

Transitional

Subject Property

GREAT FALLS
GREAT FALLS

HIGH POINT

COLTON

ROSE ANNA

Transitional

Transitional



This map is a representation of the future land use map for the subject property. It is not a guarantee of any future action by the County. The County reserves the right to change the future land use map at any time without notice. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages or losses resulting from the use of this map. The County is not responsible for any claims or liabilities resulting from the use of this map. The County is not responsible for any claims or liabilities resulting from the use of this map.





RZ-015-004 Zoning Map

Subject Property

Lancaster
County
South Carolina

Important: Zoning maps are prepared and adopted by the governing body of the local government. They are not to be used as a legal document. For more information, please contact the Planning and Zoning Department. The map is not to be used as a legal document. The map is not to be used as a legal document. The map is not to be used as a legal document.



STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1345

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

(b) On March 17, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15, Moderate Density Residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0086-00-08.01.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: April 13, 2015	Tentative
Second Reading: April 27, 2015	Tentative
Third Reading: May 11, 2015	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: 2015-1346

Contact Person / Sponsor: Penelope Karagounis

Department: Planning Department

Date Requested to be on Agenda: April 13, 2015

Committee: NONE

Issue for Consideration: This ordinance is presented to Council for its consideration in a final effort to correct an administrative error occurring seven (7) years ago. The accompanying memo of February 19th prepared by Ms. Karagounis adequately details the various problems that occurred. By a 7-0 vote, the Planning Commission approved this rewrite on March 17, 2015.

Points to Consider: This new ordinance really is nothing more than a rewrite of Ordinance 959 with a limited number of changes, most particularly, the addition of a fifty (50') undisturbed buffer along the boundary of an adjacent property owner. Rather than amending that 2008 ordinance, because of the passage of time and the litigation that resulted, it was recommended that the new ordinance void the earlier ordinance and start again with a substituted ordinance with there being agreement by all concerned parties.

Funding and Liability Factors: None

Council Options: Approve the rewrite or reject. Consider amendments, if any.

Recommendation: Passage of Ordinance 2015-1346.

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

February 19, 2015

Telephone (803) 285-6005

Fax (803) 285-6007

RE: PDD-26 (U.S. Trust-Collins Road.) and/or Ordinance 959

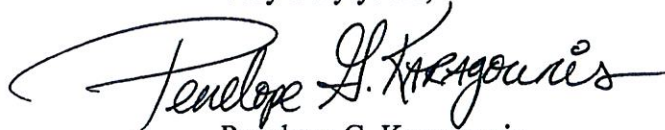
To whom it may concern:

As you may be aware, Lancaster County has undertaken to clarify certain issues with regard to Lancaster County Ordinance Number 959 and PDD-26 with respect to the four hundred and eleven (411) acre Collins Road development site, also known as the Queensbridge Development. By way of background, it came to the attention of Lancaster County that this ordinance, which was originally approved through third reading with the Lancaster County Council in December 2008, and was subsequently recorded by Scrivener's Error on August 27, 2012, contained discrepancies between the ordinance recorded in 2012 and the original ordinance which was approved in third reading by County Council in 2008. As such, in consultation with several interested parties, we have prepared and proposed a new ordinance to clarify this issue and ultimately record the version of the aforementioned ordinance which was approved through third reading by County Council in 2008. A copy of that proposed ordinance, with an explanatory preface, is enclosed herewith for your review.

As is the customary practice, this new proposed ordinance will be reviewed at the Lancaster County Planning Commission Workshop and open to public comment at the upcoming Lancaster County Planning Commission Meeting and Public Meeting, as well as three readings by Lancaster County Council. The dates are the following: Planning Commission Workshop on Thursday, March 5, 2015 at 5:00 p.m.; **Planning Commission Meeting with Public Hearing on Tuesday, March 17, 2015; and the tentative County Council meetings will be on Monday, April 13, 2015, Monday, April 27, 2015, and Monday, May 11, 2015**, however, it should be noted that this proposed ordinance is solely to clarify the original language in the 2008 version of PDD-26 which was approved in the third reading by the Lancaster County Council in 2008. **(The new dates is due to the cancellation of the February 17, 2015 Planning Commission Meeting due to inclement weather.)**

Thank you in advance for your attention to this matter and please do not hesitate to contact the Lancaster County Planning Department if you have any questions or need any additional information at this time.

Very truly yours,



Penelope G. Karagounis
Lancaster County Planning Director

Enclosure

*Proud to serve the citizens of Lancaster County,
and the Towns of Heath Springs & Kershaw*

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

AN ORDINANCE

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

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

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

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

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

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

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

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

Section 2. Purpose; PDD-26.

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

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

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

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

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

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

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

Section 7. Master Plan Amendments.

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Land Uses.

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

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

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

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

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

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

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

(1) Adult entertainment;

(2) Auto business, etc.;

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

(4) Commercial kennels;

(5) Industrial mining;

(6) Livestock auction house;

(7) Lumber and/or building materials dealer;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Development Regulations.

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

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

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

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

(2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the site. Sidewalks will be provided on one side of the secondary streets and along both sides of all major roads in the community and the entrance road.

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

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

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

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

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

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

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

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

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

Section 11. Density/Intensity.

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

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

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

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

(c)(1) The Property Owner may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or portions of the commercial square footage from any component or area within the Property to any other Component or area within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area of commercial property) allocated to a Component by an Assignment of Property Owner Rights

is not utilized, as determined with reference to approved site plans for all areas within the Component, the unused density shall revert to the Master Developer for allocation to any other Component.

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

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

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

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

Office Village "H"	25'	5'	15'
Park/Open Space	20'	10'	20'

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

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

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

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

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

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

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

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the emergency preparedness department and the building and zoning department.

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

Land Use	Minimum Lot Size*
Single Family Village "A, B, C, & D"	7,800 S.F. (detached)

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

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

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

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

Section 16. Buffers.

(a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The border of the proposed PDD that is not adjacent to a road must be buffered by a minimum of a 40 foot buffer. Where steep topography is present, pedestrian/vehicular access, utility

easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings may be installed by the developer at the developer's discretion. If the use is adjacent to a similar use, on an adjacent tract, this perimeter buffer may be removed with approval of the Planning Department.

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

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

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

Section 17. Parking.

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

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

Section 18. Roadways and Traffic.

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

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

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

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

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

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive Townhomes/Commercial/ Office/Institutional)	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

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

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

Section 19. Street Lighting.

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

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

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

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

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

comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer service and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

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

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

Section 23. **Severability.** If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 24. **Controlling Ordinance.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 25. **Effective Date.** This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED THIS ____ DAY OF _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

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

EXHIBIT A

411 Acre Collins Road Site

Planned Development District (PDD-26)

Master Plan (2 maps)

See attached.

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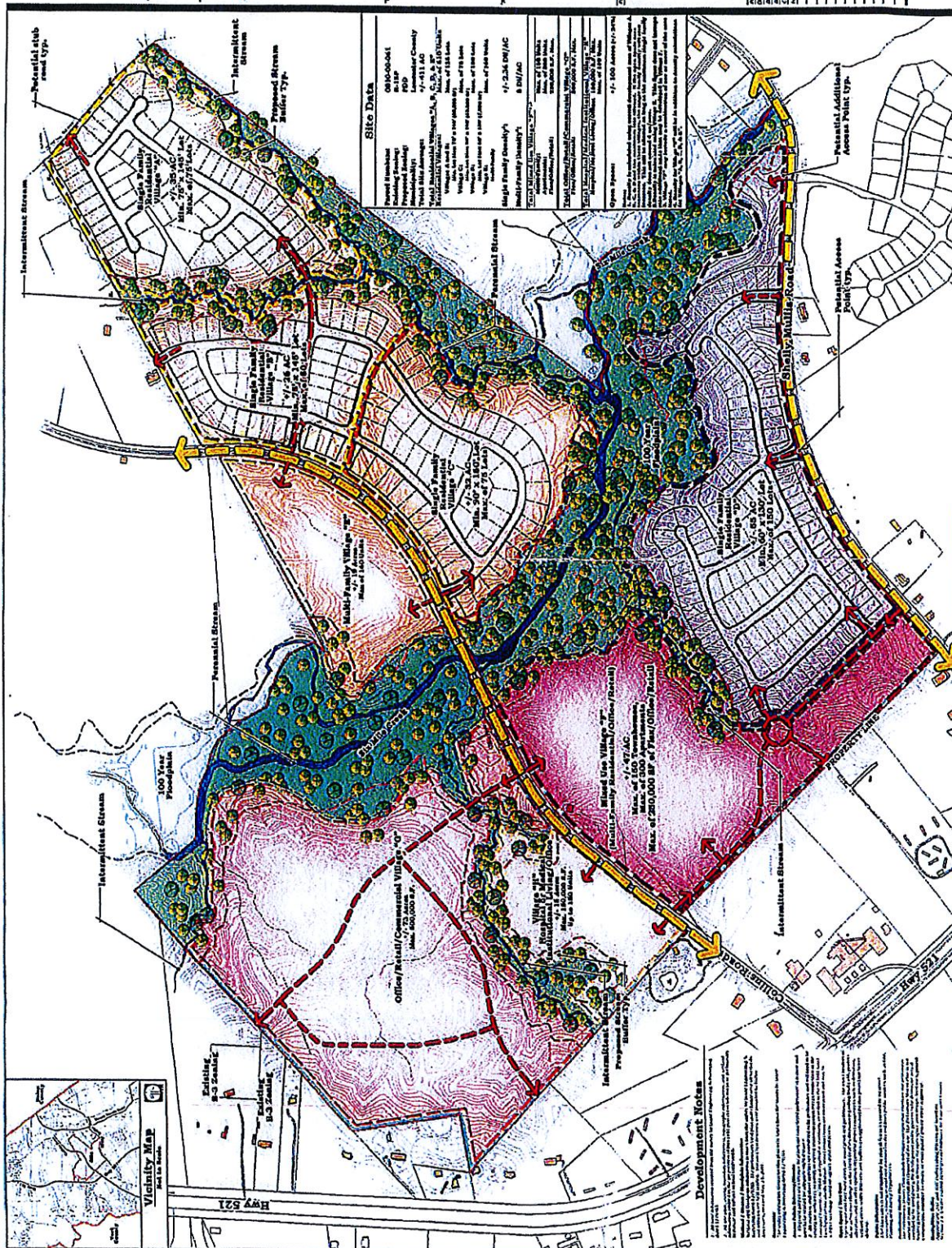
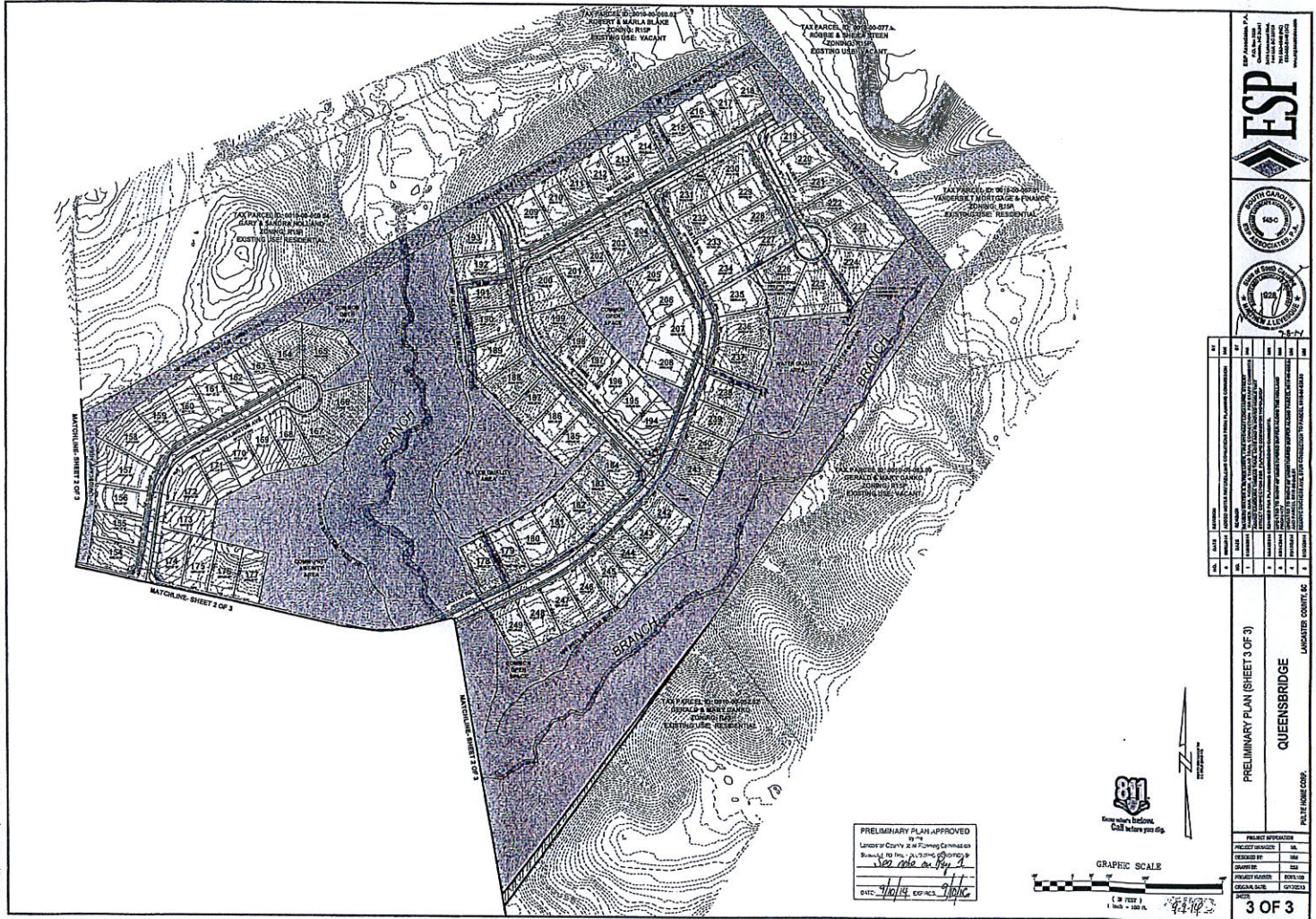


EXHIBIT B

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

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Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor:

Steve Willis/ Keith Tunnell

Department:

Administration/ LCEDC

Date Requested to be on Agenda:

April 13, 2015

Issue for Consideration:

Second extension for timely completion of building under Conveyance of Land agreement as adopted by Ordinance 1188 (applicable page attached – 3rd paragraph of Article II(a)).

Points to Consider:

The performance clause was adopted at the specific request of the prior Council, not staff. I therefore deem it to be of importance to Council.

One extension has already been granted by County Council. Both the date of the original completion and prior extension were selected by the owner.

The financial penalty for failure to meet the contract terms is \$274,000.

No new jobs are created until the facility is opened. That cannot happen until they complete requirements for a Certificate of Occupancy.

Staff concerns are not financial; the building is at substantial completion and the FILOT bill on land and structure will be due whether the building opens or not. Concerns are in bringing to Council's attention that the terms of the contract Council approved have not been met, penalties are now due, and Council must make a policy decision regarding granting additional time for completion and foregoing the penalty now due or enforcing the terms of the contract.

Funding and Liability Factors:

N/A – the only funding issue is in foregoing the penalty payment.

Council Options:

Council may either grant an additional extension, with or without some or all of the penalty payment, or deny any extension and demand payment of the contractual obligation.

Recommendation:

As indicated, the taxes (FILOT) are not an issue; they will be due regardless of what decision Council reaches. The issue is enforcement of a contract clause that Council previously deemed important. I would recommend, if Council desires to even provide an additional time extension, a graduated payment schedule to encourage rapid completion and opening of the facility. The jobs are what I see as the main benefit to our citizenry.

ARTICLE II. Company Commitments.

The Company agrees as follows:

- a) The Company will acquire the Property from the County for a consideration of \$100.00 subject to the terms of this Agreement, including Article IV hereof. In return for acquiring the Property for nominal consideration, the Company commits to complete the construction of the Facility on the Property within eighteen (18) months of the conveyance of the Property to the Company.

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

Company agrees that the County has the right to reserve in the deed in which the County conveys title to the Property to the Company a repurchase option (the "Repurchase Option") in which County has the right (subject to the payment provisions below), but not the obligation, to cause the Company to reconvey the Property to the County for the consideration of \$100.00 if the Company fails to initiate construction of the building on the Property within six (6) months from the date of conveyance to the Company. As used in this Agreement, "initiate construction of the building" means pouring the concrete footings for the building. After initiation of construction of a building, if the building is not completed within eighteen (18) months from the date of conveyance to the Company, the Company must pay the County the sum of \$274,000 as reimbursement for the Property within ninety (90) days from the end of the date on which the Company's obligation to complete should have been met. At any time after the Company has complied with the building requirements described in this Article II(a), the County agrees to execute, within fifteen (15) business days after requested by the Company, a recordable document acknowledging termination of the Repurchase Option.

The County's right to receive payment as provided in this Article II(a) shall be secured by a mortgage on the Property given by the Company to the County. The County agrees that the mortgage will be subordinated to any other mortgage that may be required by a lender financing the construction of the building on the Property at the closing of the construction loan from such lender and upon receipt by the County of an executed construction contract providing for the construction of the Facility. The County's mortgage shall be released upon payment of the amount provided in Article II(a) or completion of construction of the Facility within eighteen (18) months from the date of conveyance to the Company. Company agrees that, other than the mortgage given by the Company to the County, until the Company closes on a construction loan for the Facility on the Property, no other mortgage on the Property may be given by the Company.

- b) The Company will (i) create not less than sixty-eight (68) new fulltime jobs (i.e., at least thirty (30) hours per week) paying at least an average of \$12.00 per hour, including all cash compensation such as overtime and cash bonuses (the "Jobs Requirement"); and (ii) invest at least eight million dollars (\$8,000,000) in economic development property in the Project, including the value of machinery and equipment and a new building on the

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1349

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

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

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

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

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

Section 1. Incentive and Conveyance of Property Agreement.

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

The Company agrees as follows:

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

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

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

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

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	April 13, 2015	Tentative
Second Reading:	April 27, 2015	Tentative
Third Reading:	May 11, 2015	Tentative



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Beverly Cardwell
Jane B. Jones
Everard Rutledge, PhD
J. Buxton Terry
Sharon L. Wilson

STATE DIRECTOR

John H. Magill

**Catawba Community
Mental Health Center**

448 Lakeshore Parkway, Suite 205
Rock Hill, SC 29730

Information: (803) 328-9600

Paul J. Cornely, PhD, MPH, Executive Director

March 25, 2015

Ms. Debbie Hardin
Clerk to Council
Lancaster County Council
PO Box 1809
Lancaster, SC 29721

Dear Ms. Hardin:

At the March 18, 2015 Catawba Community Mental Health Board Meeting, the Board members voted unanimously to recommend the appointment of Ms. Beatrice A. Frazier to the Board. A copy of her Application of Service is attached.

It is suggested that Ms. Frazier be appointed to fill the seat of Ms. Libby Sweatt-Lambert who resigned in July, 2009. The Board also recommends that Ms. Frazier be appointed for a full four year term. If you have any questions or need additional information, I can be reached at 803-323-0016 or by e-mail at ess58@scdmh.org.

Thank you for your assistance.

Sincerely,

Elizabeth S. Schrum
Administrative Assistant
Catawba Community Mental Health Board

Enclosure (1)

cc: Mr. Chris Barton, Board Chair
Ms. Beatrice A. Frazier

MISSION STATEMENT

To support the recovery of people with mental illnesses.



Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Debbie Hardin

Department: Council

Date Requested to be on Agenda: 4/13/14

Issue for Consideration:

Appointment of various boards and commission members for new 4 year terms to begin July 1, 2015.

Points to Consider:

District 2:

Community Relations: Clara Jones – 2nd Term

Health and Wellness: Nancy Fleming – 2nd Term

Planning Commission: Vedia Hatfield – 3rd Term

Joint Recreation: Lester Belk – 1st Term (presently serving an unexpired term)

Library Board: Erick Crawford – 3rd Term

District 6:

Airport: Donald Faile – 3rd Term

Construction Board of Appeals: Tim Catoe – 2nd Term

Planning Commission: Shelia Hinson – 1st Term (presently serving an unexpired term)

Joint Recreation: Tiffany Whaley – 1st Term (presently serving an unexpired term)

Funding and Liability Factors: n/a

Council Options:

A motion would be required to appoint the new terms as listed.

Recommendation: Appoint new terms.

Agenda Item Summary

Ordinance # / Resolution#: Ordinance 2015-1339
Contact Person / Sponsor: Penelope G. Karagounis, Planning Director
Department: Planning
Date Requested to be on Agenda: Monday, April 13, 2015

Issue for Consideration: Discussion regarding Ordinance 2015-1339 rezoning of property owned by Haldenby Holdings, LLC and Landsford Riverpark, LLC. This ordinance was deferred at the February 9, 2015 Council Meeting until road issues are addressed.

Points to Consider: County Council member Steve Harper requested that the ordinance be deferred until the Riverside Road upgrade questions were resolved. John Weaver and I spoke with Steve Harper and explained that the rezoning action is only the initial step to the “saw mill” becoming a reality. “But as has been suggested by Steve, any further council actions beyond the rezoning likely would be contingent on the developer’s agreement that the total cost of upgrading the road from end to end would be at the developer’s expense. Of course, should the state or CTC or any agency other than Lancaster County contribute to that cost, all well and good. What impact this information has on the developer’s plans is unknown, but this information should be transmitted.” (email from John Weaver to Penelope G. Karagounis on Feb. 25, 2015 see attached). This information was transmitted to Bailey Patrick on Feb. 25, 2015 as well. County Council member Steve Harper was not speaking officially for the County, only offering his perspective on what he believes to be the will of Council at this time.

Funding and Liability Factors: – County does not need to be responsible for any roadway improvements for this new economic development project.

Council Options: Decide if they will remove the rezoning application from the tabled items list. After a property is rezoned, the applicant has to go through a Development Review Committee process if they will construct a new commercial or industrial use. At this time, issues as roads will be addressed by the SCDOT or if a traffic impact analysis will be needed.

Recommendation: To remove the rezoning application from the tabled items list and process the rezoning application.

From: John Weaver
Sent: Wednesday, February 25, 2015 4:16 PM
To: Penelope Karagounis
Cc: Bob Bundy; Steve Harper; Steve Willis; DEBBIE C HARDIN
Subject: Ordinance #2015-1339

Penelope – I know you have received a call from the spokesman for Haldenby Holdings, LLC about the delay in this rezoning ordinance. The issue was Steve Harper's request that the ordinance be deferred until the Riverside Road upgrade questions were resolved. You and I now have spoken with Steve and explained that the rezoning action is only the initial step to the saw mill becoming a reality. But as has been suggested by Steve, any further council actions beyond the rezoning likely would be contingent on the developer's agreement that the total cost of upgrading the road from end to end would be at the developer's expense. Of course, should the state or CTC or any agency other than Lancaster County contribute to that cost, all well and good. What impact this information has on the developer's plans is unknown, but this information should be transmitted. Steve was not speaking officially for the county, only offering his perspective on what he believes to be the will of Council at this time.

John L. Weaver
Lancaster County Attorney
Post Office Box 1809
Lancaster, South Carolina 29721
803-416-9426
jweaver@lanastercountysc.net

*I have forwarded this email
to Bailey Patrick. 2/25/15*

March 27, 2015



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

Dear Mr. Willis:

Effective on or about June 2, 2015, Time Warner Cable ("TWC") will take another important step towards improving video quality and increasing internet speeds by providing video programming in digital only format in your community. In order to provide customers the advanced services they expect, we are continuing our efforts to manage bandwidth more efficiently. Since analog channels require up to 14 times more bandwidth than channels in digital format, we began the process several years ago of converting analog channels to digital only format.

As part of this ongoing initiative, on or about June 2, 2015, Time Warner Cable will begin converting analog channels to digital format in your community. The channels will continue to be carried on the Starter TV Tier (formerly Broadcast Service Tier) and / or the Standard TV tier. Channels will remain on their pre-existing channel numbers when accessed through a TWC supplied digital set top box, a Digital Adapter ("DA") or a CableCARD equipped Unidirectional Digital Cable Product ("UDCP").

A majority of our customers already have TWC supplied digital equipment. Those customers not subscribing to digital services will need digital equipment; for example, a digital set top box, DA, or a Cable CARD equipped UDCP, to view these channels.

For customers who do not already have digital equipment or need additional DA's, we will upon request; provide Digital Adapters (DA's) and remote controls free for a period of time so those customers may continue to have access to the channels. Customers who have TWC supplied digital equipment or subscribe to the Standard or Preferred Tiers of service are eligible for free DA's until July 21, 2016. Customers who subscribe to the Starter TV Tier and have no TWC supplied equipment are eligible for free DA's until July 21, 2017. Medicaid customers may qualify for an extended period of time. Customers can order DA's via the TWC web site or phone and we will ship them at no charge.

At the expiration of the free period, each digital adapter will be available at the retail rate, currently \$2.75 per month. Just as is the case today, no customer will be required to subscribe to a tier higher than the current one in order to continue to view the channels they have been enjoying.

TWC will provide customers with at least 30 days advance written notice to make this change as seamless as possible. For ease, we have attached a sample of the customer notice. As noted above, TWC will "channel map" the channels so that they will continue to be found on existing channel numbers when a TWC supplied digital set box, a DA or a CableCARD equipped, UDCP is used.

Should you have any questions please do not hesitate to contact me at (704) 378-2739.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck".

Michael E. Tanck
Director, Government Relations
Time Warner Cable

Enclosure:

Time Warner Cable is going All-Digital beginning June 2, 2015

We're excited to announce that we're going All-Digital, so you'll soon be able to enjoy better picture and sound quality. When this transition is complete, we'll also be delivering faster Internet and more reliability.



You may need this
pocket-sized Adapter
to view your
all-digital signal.



You do not need to take action if all of your TVs have digital equipment:

(e.g., a Digital Set-Top Box, Retail CableCARD™ device
or a Digital Adapter) — you will automatically receive this
improved experience.

You'll only be affected if your cable line is plugged directly into your TV, VCR or DVD recorder:

For each of these televisions you will need to order a Digital
Set-Top Box or Digital Adapter to avoid losing your picture.

Better-quality picture and sound. Faster speeds. More reliability.

They're all on the way. Thank you for choosing
Time Warner Cable.

ORDER YOUR DIGITAL ADAPTER TODAY

to avoid losing your TV picture
on June 2, 2015.

ADAPTERS ARE FREE OF CHARGE to customers through August 11, 2016.

(Beginning on August 12, 2016, each
Adapter will be billed at the prevailing rate,
currently \$2.75 per month.)

It's Easy to Order

twc.com/digitaladapter
1-844-890-0213

YOUR ACCOUNT NUMBER: XXXXXXXXXXXXXXXXX

Offer expires 12/10/15 and is available to current residential customers. Digital Adapter is a device that provides digital-quality signals. It does not provide access to our on-screen channel guide. Premium channels (such as HBO®, Showtime®, Starz®, etc.), Pay-Per-View or On Demand programming as well as video features such as Start Over®, Look Back® or Caller ID on TV. If you are interested in these digital services, you will need a Digital Set-Top Box. Some services are not available to CableCARD™ customers or customers with basic Digital Adapters. Not all equipment supports all services. All services may not be available in all areas. Subject to change without notice. Some restrictions apply. ©2015 Time Warner Cable Enterprises LLC. All Rights Reserved. Time Warner Cable and the eye/ear logo are trademarks of Time Warner Inc. Used under license.

CH615_XXXXX



ENJOY
BETTER



March 18, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

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

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

WGN America may be repositioned from Starter TV to Standard TV on or around March 31, 2015.

On or after March 25th, Jewish Life TV will be added to Variety Pass/Preferred TV on channel 469.

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Breazeale".

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

March 25, 2015

Steve Willis
Lancaster County Administrator
Post Office Box 1809
Lancaster, South Carolina 29721

Re: Bridge Replacement over Hanging Rock Creek
Road S-29-15 (Flat Rock Road) in Lancaster County
SC File No. 5487000

Dear Mr. Willis:

The South Carolina Department of Transportation (SCDOT) recently awarded a contract to Palmetto Infrastructure, Inc. for the replacement of the bridge over Hanging Rock Creek on S-29-15 (Flat Rock Road) in Lancaster County. This bridge is under contract for replacement due to its structural condition.

The planned date to start construction is May 4, 2015; however, this could change depending on any issues that may arise during the development of this project. The project is estimated to be complete in October 2015.

Due to the relatively low traffic volume, and in order to minimize the impact to property owners in the area, the road will be closed at the bridge site during the project and traffic detoured. The detour route will utilize S-29-467 (Hanging Rock Road), S-29-75 (Horton Rollins Road) and US 521 (Kershaw Camden Highway/Spring Street). The net detour length is approximately 2.93 miles. A map showing the detour is enclosed for your convenience.

If you have any questions, you may contact Shane Parris, Resident Construction Engineer, at (864) 489-5760. If I may be of service to you, please contact me at (803) 377-4155.

Sincerely,



John M. McCarter., P.E.
District Four Engineering Administrator

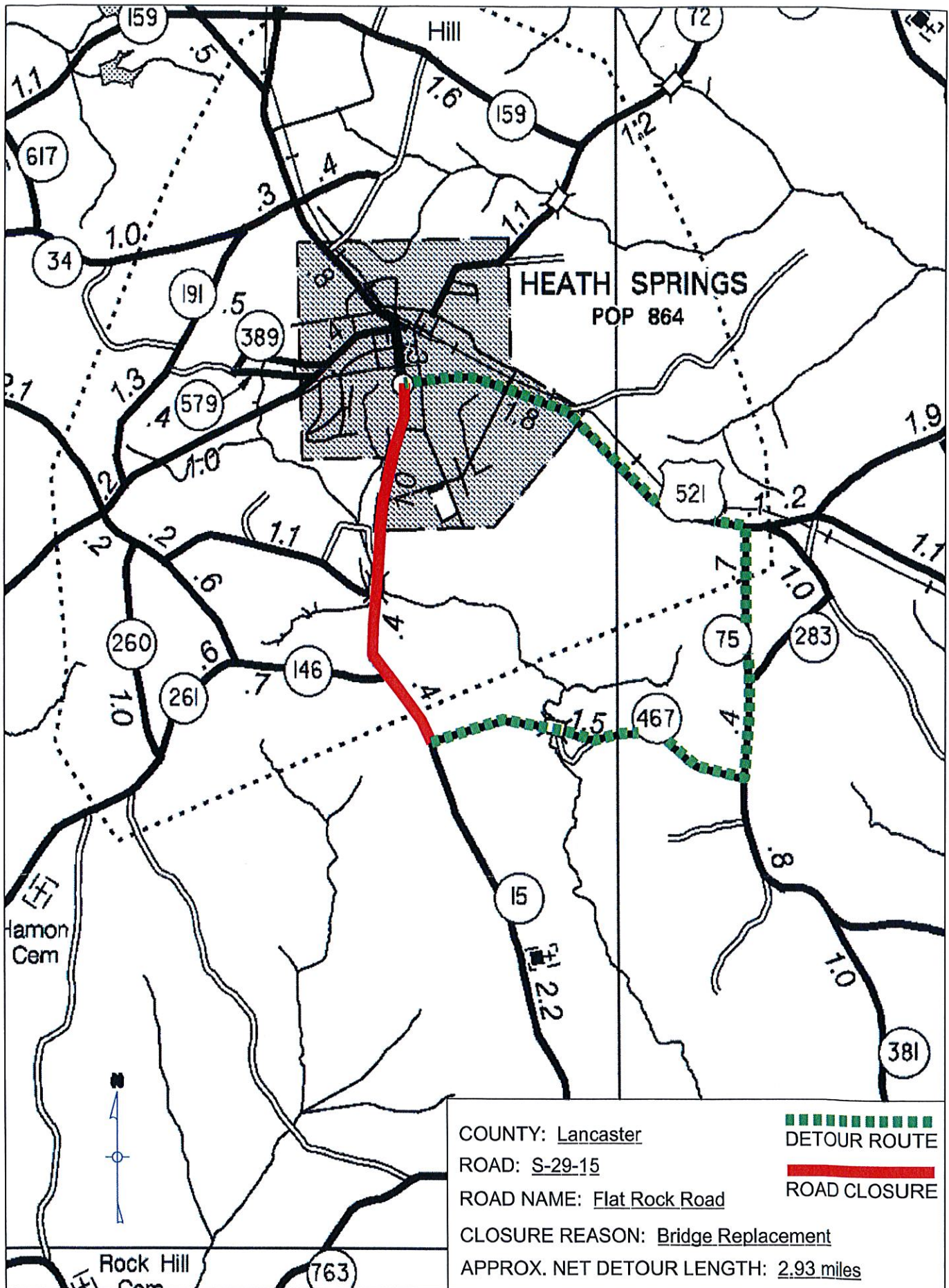
JMM: mfm

Enclosure

cc: W.B. Cook, SCDOT Commissioner
Christy Hall, Deputy Secretary for Engineering

File: D4/CON/5487000





SUBJECT: HISTORICAL COMMISSION AWARD

I am pleased to announce that the Historical Commission has received a state award related to their operation of the Museum in the Historic Courthouse. The following is from J. R. Fennell of the Lexington County Museum.

Congratulations! The Confederation of South Carolina Local Historical Societies is happy to inform you that the Lancaster County Historical Commission has won an Award of Merit for the Lancaster County Historical Courthouse and the efforts to restore it. The Confederation awards banquet will be held Friday April 10 starting at 7:30 pm at the Walhalla Civic Auditorium, located at 101 E North Broad St, Walhalla, SC 29691.

The following is from Chairwoman Melody Craig's announcement.

Please see email below from the President of the Confederation of South Carolina Local Historical Societies, of which the LCHC is a member. We won their **Award of Merit** for historic buildings. We were judged on "how well a member organization simultaneously preserves and uses a historic building. The committee will consider the building's history, a description of its present use, pictorial views of the building, the costs for the project, and the budget for operating and maintaining the building."

Last week I submitted the nomination along with a brief history of the historic courthouse and museum, pictures of the exterior (thanks to Mikki Stacks), interior, a copy of the nomination and approval for being placed in the National Register of Historic Places, and a newspaper article about the 2008 fire and its aftermath.

I am very proud that we won this award, as I know you all are. I appreciate everything that each and every one of you have done and continue to do to help support this incredible building and our county museum.

We are very proud of our Historical Commission and congratulate them upon receiving this award.

SW

SUBJECT: CATAWBA COG NIP GRANT

We have used NIP (Neighborhood Initiative Program) grants before for demolition of eligible properties. This program has been coordinated by Kenneth Cauthen, our Zoning Official. The COG has just announced a new round of funding has been approved.

Once again the Zoning Department will coordinate this with the COG. There is one wrinkle in the new program I need to make Council aware of. Rather than a straight demolition activity, the program now requires the COG to obtain and hold the property for a three year period. During this time the local government partnering on the grant is responsible for lot clearance (grass cutting) at the site.

Partnering with the COG to remove dilapidated structures will mean that some of our local demolition funding will have to be diverted to lot clearance/ maintenance activities. Given the overall cost to remove a blighted structure, this is a small price to pay.

Please advise if you have any questions or desire further information.

SW



\$5.6 MILLION AWARDED TO CATAWBA REGIONAL COUNCIL OF GOVERNMENTS FOR REMOVAL OF BLIGHT IN CHESTER, LANCASTER, UNION, AND YORK COUNTIES

FOR IMMEDIATE RELEASE – March 31, 2015, Rock Hill, SC

The Catawba Regional Council of Governments (COG) today announced the award of \$5.6 million of competitive funding from the South Carolina Housing Finance and Development Authority's "Neighborhood Initiative Program" (NIP). Funds will be used to acquire, demolish, and green blighted residential properties in Chester, Lancaster, Union and York counties. The Catawba Regional Development Corporation, a non-profit affiliate of the Council of Governments, will acquire and manage targeted properties through the demolition and greening process.

"The Neighborhood Initiative Program award will improve many neighborhoods in towns, cities, and counties throughout the Catawba Region by helping stabilize property values and preventing avoidable foreclosures," said Dr. Eddie Lee, Chair of the Catawba Regional COG Board and Mayor of the City of York. "I know that the City of York is looking forward to working with the COG to remove blighted housing in our City. We are excited about the impact that this program will have, and appreciate the work the COG has already done—and will continue to do—to strengthen neighborhoods and improve communities."

South Carolina received an allocation of funding through the U.S. Department of Treasury's Hardest Hit Fund. The NIP program was established to reduce residential foreclosures through blight elimination activities. NIP funds must be utilized by July 2017.

Catawba Regional Council of Governments provides a broad range of services to local governments in Chester, Lancaster, Union, and York counties. The Council, established in 1971, is governed by a Board of Directors comprised of local elected officials and representatives appointed by the region's County Councils. Catawba Regional assists with land use and transportation planning, grant writing and administration, economic development lending, workforce development, and community development initiatives.

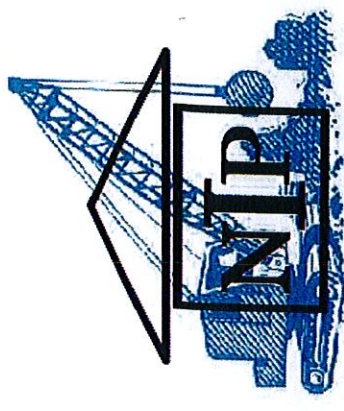
For more information about the Neighborhood Initiative Program or Catawba Regional Council of Governments, please contact Cole McKinney, Regional Initiatives Director (cmckinney@catawbacog.org) or Jason Vance, Community Development Planner (jvance@catawbacog.org) at (803) 327-9041.

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Neighborhood Initiative Program

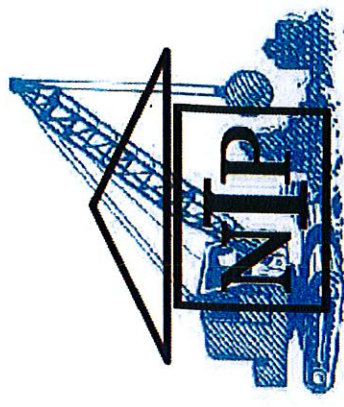
▶ The Goals:

- Stabilize property values through the removal of blighted properties in strategically targeted areas
- Prevent future foreclosures for existing property owners
- Act as a catalyst to initiate redevelopment and revitalization in areas suffering from blight and decline
- Preserve existing neighborhoods



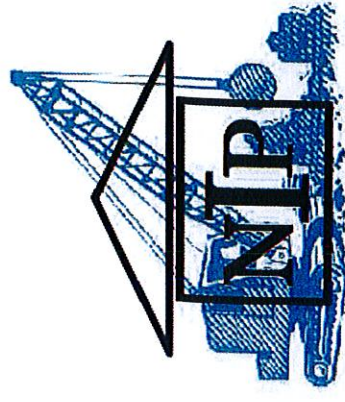
Neighborhood Initiative Program

- ▶ Where does the funding come from?
 - Joint Venture of the South Carolina State Housing Finance and Development Authority and the SC Housing Corporation
 - Emergency Economical Stabilization Act created by Congress in 2008
 - Hardest Hit Fund established in 2010
 - SC Received \$297 million
 - SC Mortgage Help Program (ongoing)
 - Neighborhood Initiative Program



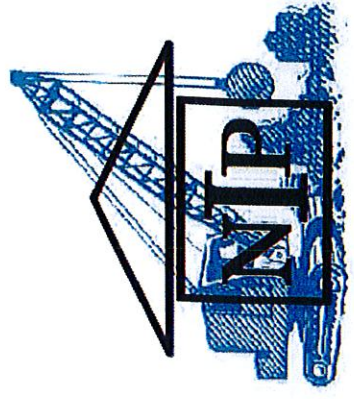
Neighborhood Initiative Program

- ▶ Eligible Properties:
 - Must be vacant
 - Single Family (1 –4) units or Multi–family (4+) units
 - Mobile Homes (must be destroyed/disposed)
 - Must meet blight standards based on the following:
 - Habitability
 - Structural Condition
 - Impact on Community Preservation
 - Public Safety



Neighborhood Initiative Program

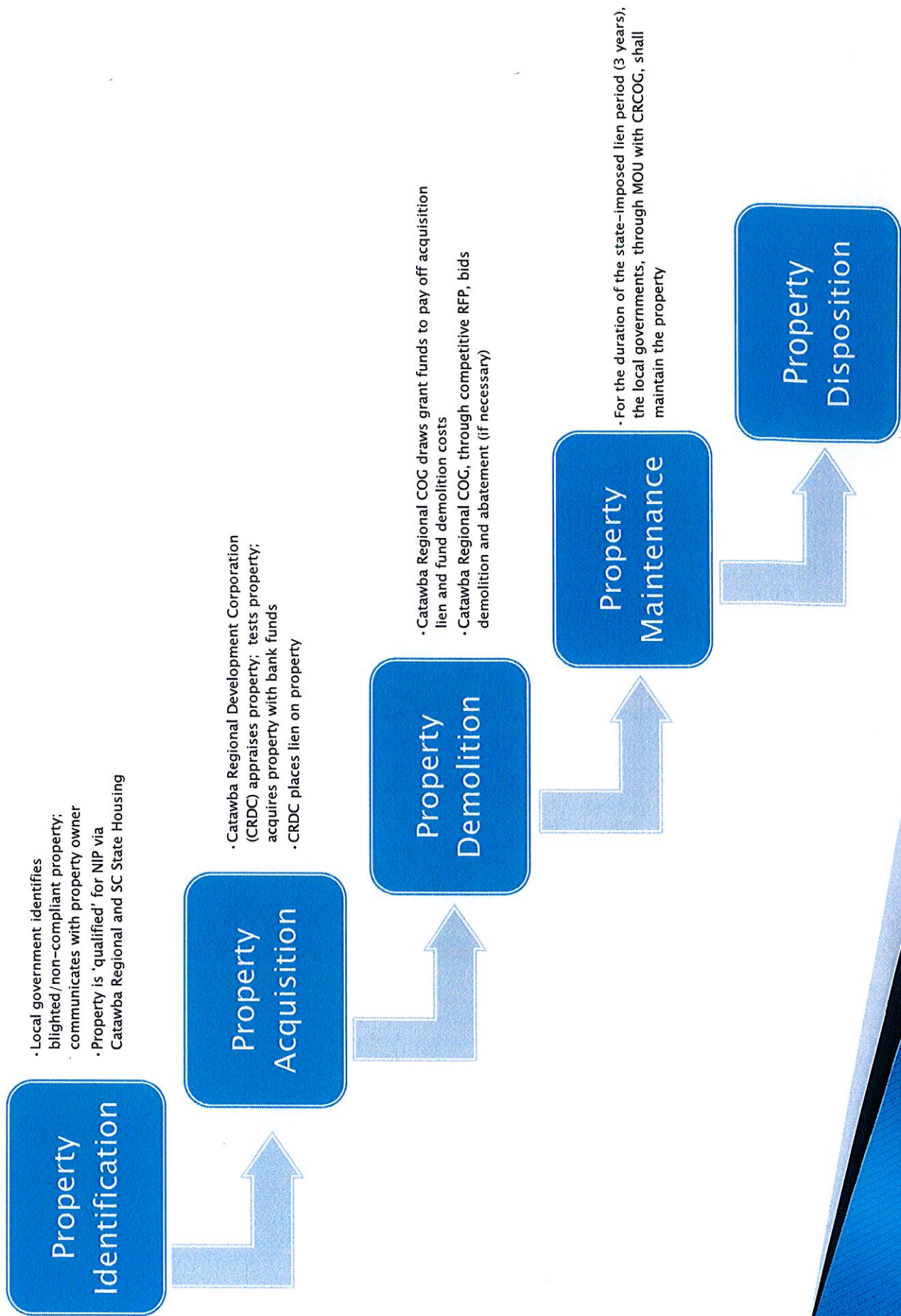
- ▶ Non-eligible properties:
 - Non-residential/Commercial
 - Properties listed on a national, state, or local historic register
 - Properties not considered blighted



Neighborhood Initiative Program

- ▶ Eligible Program Costs
 - Cost limit of \$35,000 per property to carry out all activities including:
 - Purchase of property and related expenses (i.e. title search, closing costs, etc)
 - Environmental assessments and remediation (i.e. asbestos removal, etc)
 - Demolition and Site clearing
 - Removal of accessory structures (fences, driveways, storage buildings, etc)
 - Removal of storage tanks and utilities
 - Removal/capping of septic systems and wells
 - Site Restoration

Structure and Process



MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Thursday, April 9 th	11:30 – 1:30 p.m.	County Government Month – Employee Lunch Historic Courthouse
Friday, April 10 th	5:30 p.m.	Administration Committee Council Conference Room
Saturday, April 11 th	7:30 p.m.	Edwin McCain – USCL/Bundy Auditorium USCL
Monday, April 13 th	6:30 p.m.	Regular Council Meeting
Tuesday, April 14 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, April 16 th	4:30 p.m.	Administration Committee Council Conference Room
Tuesday, April 21 st	8:00 a.m.	Public Safety Committee Council Conference Room
Thursday, April 23 rd	4-6 p.m.	Lancaster County Birthday Celebration
Monday, April 27 th	6:30 p.m.	Regular Council Meeting
Thursday, April 30 th	5:30 p.m.	Council Meeting – Committee as a whole Council Chambers

LANCASTER COUNTY STANDING MEETINGS

3 rd Thursday of each month	4:30 p.m.	Administration Committee
2 nd Tuesday of each month	3:00 p.m.	Infrastructure and Regulation Committee
3 rd Tuesday of each month	8:00 a.m.	Public Safety Committee
1 st Thursday of each month	7:00 p.m.	Fire Commission, Covenant Street EOC Building
2 nd and 4 th Tuesday of each month	9:00 a.m.	Development Review Committee, Council Chambers
2 nd Tuesday of each month	6:30 p.m.	Zoning Appeals Board, County Council Chambers
2 nd Tuesday of each month	6:30 p.m.	Recreation Commission, 260 S. Plantation
(Every other month – Beginning with Feb.)	6:00 p.m.	Library Board, Carolinian Room, Library
2 nd Wed (Jan/March/May/July/Sept/Nov)	11:45 a.m.	Health & Wellness Comm., various locations
2 nd Tuesday	6:00 p.m.	Historical Commission, Library Conference Room
3 rd Thursday of each month	6:30 p.m.	Community Relations Commission, County Council Chambers
1 st Thursday of each month	5:00 p.m.	Planning Commission work session, County Council Chambers
3 rd Tuesday of each month	6:30 p.m.	Planning Commission, County Council Chambers
Quarterly (2 nd Monday -March , June, Sept, Dec.)	6:30 p.m.	Airport Commission, Airport Conference Room