

Lancaster County Council Regular Meeting Agenda

Monday, December 12, 2016

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

NOTE: Reception honoring County Council Members Bob Bundy and Larry McCullough in the second floor lobby at 5:00 p.m.

1. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Chairman Bob Bundy**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special presentations**
 1. Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association – *Kim Hill – pgs. 5-6*
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. **Consent Agenda**
 - a. **Minutes of the following meetings:**
 - *November 28, 2016 pgs. 7-19*
 - *Strategic Plan Meeting pgs. 20-21*
8. **Non-Consent Agenda**
 - a. **3rd Reading of Ordinance 2016-1423 – amendment relating to the policy for capitalization of fixed assets**

Ordinance Title: An Ordinance to amend Ordinance Number 1075 which established County Code Section 2-229, relating to the policy for capitalization of fixed assets, to further provide for a capitalization threshold for the capital improvement plan; and to provide for matters related thereto. *Passed 6-0 at the November 28, 2016 Council meeting. Steve Willis – pgs. 22-24*

b. Public Hearing and 3rd Reading of Ordinance 2016-1424 – GO Bond 2017a regarding Brookchase

Ordinance Title: An Ordinance authorizing the issuance and sale of a General Obligation Bond, Series 2017a, or such other appropriate series designation (Brookchase Special Tax District), of Lancaster County, South Carolina, in the principal amount of not exceeding \$675,000; fixing the form and details of the bond; authorizing the county to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto. *Passed 6-0 at the November 28, 2016 Council meeting. John Weaver – pgs. 25-39*

c. 3rd Reading of Ordinance 2016-1425 Economic Development Organizational Structure

Ordinance Title: An Ordinance to establish an organizational structure for the Lancaster County Department of Economic Development and to set forth the duties and responsibilities of those persons and organizations associated therewith. *Passed 6-0 at the November 28, 2016 Council meeting. John Weaver – pgs. 40-42*

d. Public Hearing and 3rd Reading of Ordinance 2016-1426 – amendment to PCI Group FILOT agreement

Ordinance Title: An Ordinance authorizing the execution and delivery of an amendment to the Fee In Lieu of Taxes and incentive agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; the execution and delivery of an amendment to lease agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; and other matters relating thereto. *Passed 4-2 at the November 28, 2016 Council meeting, Jack Estridge and Larry McCullough opposed. AMENDMENT NEEDED – Section 3 John Weaver – pgs. 43-60*

e. Public Hearing and 3rd Reading of Ordinance 2016-1427 – PCI Multi-County Park agreement

Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (LTRR Realty, LLC); and to provide for other matters related thereto. *Passed 4 -2 at the November 28, 2016 Council meeting, Jack Estridge and Larry McCullough opposed. John Weaver – pgs. 61-64*

f. Public Hearing and 3rd Reading of Ordinance 2016-1428 – Transfer of property to the Town of Kershaw

Ordinance Title: An Ordinance to approve the sale of twenty one (21) acres of land to the Town of Kershaw, SC, said parcel being located in the Town of Kershaw, SC, and being a portion of tax parcel number 0156-00-002.01; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *Passed 6-0 at the November 28, 2016 Council meeting. John Weaver – pgs. 65-69*

9. Resolutions

a. Resolution 0943-R2016

Approving the updated assessment roll for the Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina – *John Weaver pgs. 70-72*
(Assessment roll available on-line at County website)

b. Resolution 0944-R2016

Correcting the assessments and approving the assessment roll, the assessment report and the rate and method of apportionment of assessments, as corrected, related to Bond Area 2 and Bond Area 3 of the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District); and other matters related thereto. – *John Weaver pgs. 73-76*
(Assessment roll available on-line at County website)

c. Resolution 0945-R2016

Authorizing the County Administrator to execute a request for removal from the state highway system for state secondary road S-29-412 consisting of Cedarbrook Lane, Fairview Drive, Overhill Drive, and Tanglewood Drive. – *Steve Willis pgs. 77-82*

d. Resolution 0946-R2016

Approving the removal of certain fire apparatus from the County vehicle fleet, approving the disposal of the apparatus, and reserving the proceeds from the auction. – *Darren Player and Steve Willis pgs. 83-100*

e. Resolution 0947-R2016

To resolve and settle those differences and disputes that have arisen over a period of time between Lancaster County and Pulte Home Corporation (Pulte) concerning the public roads and underlying stormwater infrastructure located within the Sun City Carolina Lakes (SCCL) residential subdivision. – *John Weaver pgs. 101-112*

f. Resolution 0948-R2016

To amend the Master Multi-County Park Agreement between Chesterfield County and Lancaster County, dated as of December 9, 2013, and amended and restated as of November 9, 2015, so as to add to the agreement property of A.O. Smith Corporation located in Chesterfield County; and to provide for other matters related thereto. – *John Weaver pgs. 113-117*

10. Discussion and Action Items

- a.** Approval of pass through grant to the South Carolina Battlefield Preservation Trust for the Buford Massacre – Battle of the Waxhaws. – *Steve Willis pgs. 118-127*
- b.** Update on road projects – *Jeff Catoe pgs. 128-140*
- c.** Discussion of revenue at Animal Shelter – *Larry Honeycutt*

11. Approval of Standing Committee Minutes

- Administration Committee – *Committee Chairman Brian Carnes*
 - *November 14, 2016 pgs. 141-143*
- Public Safety Committee – *Committee Chairman Steve Harper*
 - *October 11, 2016 pgs. 144-146*
 - *November 15, 2016 pg. 147*

12. Recognition of Retiring County Council Members

Council Vice Chairman Brian Carnes to recognize Council Chairman Bob Bundy and District 1 Councilman Larry McCullough

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

None at this time.

14. Miscellaneous Reports and Correspondence – pg.148

- Charter Communications

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

16. Executive Session

None scheduled

17. Calendar of Events – pg. 149

18. 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

Agenda Item Summary

Ordinance # / Resolution#:	Special Presentation
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	December 12, 2016

Issue for Consideration:

Lancaster County has been awarded the Distinguished Budget Presentation award from the Government Finance Officer's Association for FY 2016-17.

Points to Consider:

We would like to recognize Budget Analyst Kim Hill for this award.

This is the highest award for government budgets that is awarded by the GFOA.

Funding and Liability Factors:

N/A

Council Options:

N/A

Staff Recommendation:

N/A

Committee Recommendation:

N/A



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

November 2, 2016

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **County of Lancaster, South Carolina** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Kimberly Hill, Budget Analyst**

For budgets beginning in 2015, 1,565 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



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

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

Monday, November 28, 2016

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

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

Call meeting to order

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

Approval of the agenda

Larry McCullough made the motion to remove item 9j and 9k. Seconded by Jack Estridge. Motion failed 3-3. Steve Harper, Bob Bundy, Larry Honeycutt opposed.

Those items remain on the agenda for the evening.

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Larry Honeycutt motioned to approve the agenda. Seconded by Brian Carnes. Passed 4-2. Larry McCullough and Jack Estridge opposed.

Special Presentations

Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation.

Chip Johnson with the South Carolina Law Enforcement Accreditation Council presented the Certificate of Accreditation.

Presentation of Employee of the Quarter

Chairman Bob Bundy presented employee Gil Whaley with the Certificate for Employee Quarter of the month.

County Attorney John Weaver stated that right before the meeting he received documentation that needs to be moved to Executive Session that concerns item 11i. Mr. Weaver stated that if it would be appropriate for Council to consider to have that item removed from the item 11 agenda and adding to Executive Session, a legal briefing on contractual matter.

Chairman Bob Bundy stated that he would like to see if a motion would be entertained to revise the agenda to that affect.

Larry Honeycutt made the motion to remove item 11i and include it in Executive Session, on a contractual matter. Seconded by Brian Carnes. Passed 6-0.

The agenda is approved as amended 6-0.

Citizens Comments

Nick Kerzman, 13108 Wilbarn Park Lane, Indian Land, spoke regarding Avondale and share his support and highlight a few points that will be beneficial by having Avondale be a part of Indian Land.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding the Unified Ordinance Development. Schedule A.

Winston Smith, 842 South Lake Drive, Lancaster, spoke regarding the Unified Development Ordinance.

Janet Withers, when her name was called she stated that she had a migraine and couldn't speak at that time.

Dean Faile, 4086 Flint Drive, Lancaster, spoke regarding the Unified Development Ordinance. He also thanked the Council for all that they have done and continue to do.

Presentation of Lancaster County Audit/ Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016

David Erwin spoke regarding the Audit/ Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016.

Consent Agenda

Minutes of the following meetings

- **November 14, 2016 Council meeting**

Larry Honeycutt moved to approve consent agenda. Seconded by Steve Harper. Passed 6-0.

Non-Consent Agenda

3rd Reading of Ordinance 2015-1369 – Avondale PDD

Ordinance Title: An Ordinance to establish the Avondale mixed use Planned Development District (PDD-27); to approve the Master Plan for the Development of the PDD-27 property; to provide the regulations that would apply to the Development of the PDD-27 property; and to provide for other matters related thereto.

Brian Carnes moved to approve 3rd Reading of Ordinance 2015-1369. Seconded by Steve Harper. Passed 5-2. Jack Estridge opposed.

Public Hearing and 3rd Reading of Ordinance 2015-1370 – Avondale Development Agreement

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC and the County of Lancaster relating to the Avondale Development; to authorize certain County Officials to execute and deliver the Development Agreement.

Larry Honeycutt moved to approve 3rd Reading of Ordinance 2015-1370. Seconded by Brian Carnes. Passed 4-2. Bob Bundy and Jack Estridge opposed.

Public Hearing

Gary Holland, 8728 Collins Road, Indian Land

John Carmicle with Robs and Bradshaw stated that he was at the meeting on behalf of Sinacori and that he would be happy to answer any questions that Council may have.

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Lynwood Robinson, 10155 Cal Wayne Drive, Indian Land

Lynwood Robinson II, 10157 Cal Wayne Drive, Indian Land

Nick Kerzman, 13108 Wilbarn Park Lane, Indian Land

Public Hearing and 3rd Reading of Ordinance 2016-1419 Central Wire Special Source Revenue

Ordinance Title: An Ordinance to authorize the execution and delivery of a Special Source Revenue Credit Agreement by and between Lancaster County and Central Wire, Inc., providing for Special Source Revenue Credits; to express the Intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto.

Steve Harper moved to approve 3rd Reading of Ordinance 2016-1419. Seconded by Brian Carnes. Passed 6-0.

There were no speakers for the Public Hearing.

Public Hearing and 3rd Reading of Ordinance 2016-1420 Central Wire Multi-County Park Agreement

Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (Central Wire, Inc.); and to provide for other matters related thereto.

Brian Carnes moved to approve 3rd Reading of Ordinance 2016-1420. Seconded by Larry McCullough. Passed 6-0.

There were no speakers for the Public Hearing.

3rd Reading of Ordinance 2016-1421 FY 2016-2017 Budget Amendment

Ordinance Title: An Ordinance to amend Ordinance No. 2016-1398, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the Fiscal year beginning July 1, 2016 and ending June 30, 2017 (FY 2016-2017) to further provide for revenues and expenditures during the fiscal year; and to provide for matters related thereto.

Brian Carnes moved to approve 3rd Reading of Ordinance 2016-1421 FY 2016-2017. Seconded by Larry McCullough. Passed 6-0.

There were no speakers for the Public Hearing.

3rd Reading of Ordinance 2016-1422 Unified Development Ordinance (UDO)

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Ordinance Title: An Ordinance to amend Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County), relating to zoning and land development regulations, so as to rewrite, update and further provide for the regulations governing land use in Lancaster county; to approve and adopt the Lancaster County Official Zoning Map; to repeal the Lancaster county airport safety height ordinance; to repeal the flood damage prevention ordinance of Lancaster County, South Carolina; to repeal the Lancaster County Mobile Homes and Modular Homes Ordinance; to repeal certain provisions in Chapter 26 of the Lancaster County Code, all relating to roads, bridges and public ways.

Larry Honeycutt made the motion to approve 3rd reading of Ordinance 2016-1422. Seconded by Larry McCullough.

Brian Carnes made the motion to amend:

Motion #1

“Mr. Chairman the motion that I am about to make involves Lancaster County parcel #006-00-072.00, a copy of the map showing the location is attached to this written motion. The parcel has been previously identified improperly on out county map with a PDD zoning designation rather than the correct B# zoning.”

“The Planning Department has verbally conferred with the property owner and has confirmed their approval and consent to this motion.”

“I move that that the original designation of parcel 006-00-072.00 be correctly identified as B3 zoning and that upon passage of the new UDO that the parcel be classifies as Neighborhood Business.”

Seconded by Larry Honeycutt. Passed 4-2. Larry McCullough and Jack Estridge opposed.

Motion #2

“Mr. Chairman, you will recall that Mr. Reynolds appeared before Council last meeting involving a request to have his property rezoned. In the opinion of staff, the request is reasonable and in conformity with our county long range land planning goals. A copy of the map showing Mr. Reynolds”

“I move that Lancaster County tax parcel number 0010C-0A-003.00 be designated in our new zoning map as Rural Neighborhood.”

Seconded by Larry Honeycutt. 4-2. Larry McCullough and Jack Estridge opposed.

Motion # 3

“Mr. Chairman, the motion that is forthcoming involves the property east of Lancaster on Flat Creek Road, the business operating there being known as Bermuda High Soaring. Fran Reid, the business owner, has been in contact with the Planning Director and it has been agreed that in 2017 necessary surveys will be prepared that will separate two parcels and a rezoning will be presented to the UDO Advisory Committee so as to accomplish the owner’s zoning preference. Both staff and the property owner are in agreement with the future process.”

“I move that the Lancaster County tax parcel numbers 0117-00-010.02 and 0117-00-010.04 presently noted in the proposed zoning map as Institutional be amended from that zoning district and that both parcels in the proposed zoning map be designated as Agricultural Residential.”

Seconded by Larry Honeycutt. Passed 6-0.

Motion #4

“Mr. Chairman, this motion that I am about to make deals with those various parcels of property near the intersection of Harrisburg Road and Calvin Hall Road that previously have been identified as the Avondale subdivision, all as indicated on the map that accompanies this written motion. Because of Council’s action tonight in passing Ordinance 2015-1369 and Ordinance 2015-1370, the Avondale ordinances, the zoning designation of all those properties need to be amended. Originally in the proposed zoning map, various properties were shown as having a Medium Density Residential zoning classification. Another property was shown as having a Mixed-Use District zoning classification. Lastly, one of the parcels was shown as having a Neighborhood Business zoning classification. Now, because of the Avondale ordinances, the zoning classifications as they will appear in the proposed zoning map require an amendment.”

“I have a 2-part motion”:

- 1- “I move that the following parcels be designated as a Legacy PDD and that these parcels be identified as PDD-27 in Appendix A of the proposed UDO. Those parcels are:
 - a. A portion of 0005-00-074.03
 - b. 0005-00-075.00
 - c. 0005-00-075.01
 - d. 0005-00-076.00
 - e. 0005-00-077.00
 - f. 0005-00-078.00
 - g. 0005-00-079.01
 - h. 0005-00-089.00
 - i. 0005-00-089.01
 - j. 0005-00-091.00

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k. 0005-00-092.00

l. 0005-00-091.03

m. 0005-00-093.04

n. 0005-00-093.05

- 2- Additionally, as part of the sale motion, I move that all parcels, identified previously be identified on the proposed zoning map as PDD-27 parcels.”

Seconded by Larry Honeycutt. Passed 5-1. Jack Estridge opposed.

Motion #4A

“Mr. Chairman, It has become evident to the Planning staff that an error has been made in how a particular parcel was proposed to be zoned. It originally was zoned Multi Family and was initially set to be zoned Medium Density Residential under the proposed zoning map. But that zoning is incorrect in as much as parcel #0067-00-013.00 is an apartment complex. Accordingly,

I move that Lancaster County parcel #006700-013.00 correctly be designated on the new propped zoning map as High Density Residential.”

Seconded by Larry Honeycutt. Passed 4-2. Opposed Larry McCullough and Jack Estridge.

An original motion was made for 9f by Larry Honeycutt and seconded by Larry McCullough with amendment 1-5.

Larry Honeycutt stated that he has a problem with the ordinance because of the 10ft height of sign. He believes that the Council should look into maybe rewriting the sign ordinance.

Bob Bundy stated that it might want to be one of the items that needs to be reviewed in the beginning and be one of the things that is up first with the review process.

Motion was made by Brian Carnes to amend to include other parcels that are in Ravenwood subdivision. Seconded by Larry McCullough.

Brian Carnes withdrew his motion as well as Larry McCullough.

Brian Carnes made the motion to allow a 6 month period that people can come in and ask for their property to be rezoned.

Brian Carnes stated, “Mr. Chairman, at the conclusion and passage of 3rd Reading of Ordinance # 2016-1422 (UDO), I believe it would be appropriate to call for a motion and a verbal vote that clarifies and verifies to both Council and general public that the zoning moratorium that is in place for rezonings north of Highway 5 is immediately lifted. While it really is not necessary because of the present moratorium ordinance, notice via a verbal will insure everyone’s understanding.”

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“Mr. Chairman, In Conformity with the Language contained in the present moratorium Ordinance regarding the automatic termination of the existing limitation on rezonings north of highway 5.”

“I move that by the passage of this verbal vote of Council that there is an acknowledgement that the rezoning moratorium in effect at present is hereby rescinded.”

Motion #5

Mr. Chairman, at the last Council meeting, I raised the issue about the possibility of a person having their property rezoned and not knowing anything about it happening. I realize that the staff has held countless community meetings, run advertisements in newspapers and have presented this new UDO to the Planning Commission and Council on many occasions. My though is- what about the Lancaster County property owner that lives in Tennessee? What is that person finds out, opposed the rezoning and says he was never notified? It is for that reason that I offer the following motion.

I move that any owner of real property in Lancaster County that has an objection to the rezoning of their property from its original zoning classification to the new, proposed zoning classification can make know that objection to the UDO Advisory Committee in writing addressed to the Lancaster County Planning Director. The notice must be received not later than July 31, 2017. Any objection received after July 31, 2017 will be denied.

The objecting property owner must provide to the Committee sufficient justification as to the lack of notice.

If the Committee finds reason to accept the objection, the fee for any subsequent rezoning application shall be waived.

Seconded by Larry McCullough. That amendment passed 6-0.

An original motion was made for 9f by Larry Honeycutt and seconded by Larry McCullough as amended for amendments 1-5, plus the amendment that Brian Carnes proposed and was seconded by Larry McCullough and that amendment passed 6-0. The full ordinance as amended passed 5-1. Jack Estridge opposed.

Larry Honeycutt stated. “Mr. Chairman- At the conclusion and passage of 3rd Reading of Ordinance #2016-1422 (UDO) ,I believe it would be appropriate to call for a motion and a verbal vote that clarifies and verifies to both Council and the general public that the voting moratorium that is in place for rezonings north of Highway 5 is immediately lifted. While it really is not necessary because of the present moratorium ordinance, notice via a verbal will insure everyone’s understanding.

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Mr. Chairman- In conformity with the language contained in the present moratorium ordinance regarding the automatic termination of the existing limitation on rezonings north of highway 5, I move that by the passage of this verbal vote the rezoning moratorium in effect at present is hereby rescinded.

Seconded by Brian Carnes. Passed 5-1. Jack Estridge opposed.

2nd Reading of Ordinance 2016-1423 – amendment relating to the policy for capitalization of fixed assets

Ordinance Title: An Ordinance to amend Ordinance No. 573, which amended Ordinance 329, relating to the policy for capitalization of fixed assets, to further provide for a capitalization threshold for the capital improvement plan; and to provide for matters related thereto.

Larry Honeycutt made the motion to approve 2nd reading of Ordinance 2016-1423. Seconded by Steve Harper. Passed 6-0.

2nd Reading of Ordinance 2016-1424 – GO Bond 2017 regarding Brookchase

Ordinance Title: An Ordinance authorizing the issuance and sale of a General Obligation Bond, Series 2017a, or such other appropriate series designation (Brookchase Special Tax District), of Lancaster County, South Carolina, in the principal amount of not exceeding \$675,000; fixing the form and details of the bond; authorizing the county to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto.

Larry Honeycutt made the motion to approve 2nd reading of Ordinance 2016-1424. Seconded by Brian Carnes. Passed 6-0.

2nd Reading of Ordinance 2016-1425 Department of Economic Development organizational structure

Ordinance Title: An Ordinance to establish an organizational structure for the Lancaster County Department of Economic Development and to set forth the duties and responsibilities of those persons and organizations associated therewith.

Steve Harper made the motion to approve 2nd reading of Ordinance 2016-1425. Seconded by Larry McCullough. Passed 6-0.

2nd Reading of Ordinance 2016-1426 – amendment to PCI Group FILOT agreement

Ordinance Title: An Ordinance authorizing the execution and delivery of an amendment to the Fee In Lieu of Taxes and incentive agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; the execution and delivery of an amendment to lease agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; and other matters relating thereto.

DRAFT

Larry Honeycutt made the motion to approve 2nd reading of Ordinance 2016-1426. Seconded by Steve Harper. Passed 4-2. Jack Estridge and Larry McCullough.

2nd Reading of Ordinance 2016-1427 – PCI Multi-County Park agreement

Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (LTRR Realty, LLC); and to provide for other matters related thereto.

Larry Honeycutt made the motion to approve Ordinance 2016-1427. Seconded by Steve Harper. Passed 4-2. Jack Estridge and Larry McCullough opposed.

2nd Reading of Ordinance 2016-1428 – Transfer of property to the Town of Kershaw

Ordinance Title: An Ordinance to approve the sale of twenty one (21) acres of land to the Town of Kershaw, SC, Said parcel being located in the Town of Kershaw, SC, and being a portion of tax parcel number 0156-00-002.01; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance.

Jack Estridge made the motion to approve Ordinance 2016-1428. Seconded by Steve Harper. Passed 6-0.

Resolutions

Resolution 0941-R2016 Approving the acquisition of Heath Springs park land from the Lancaster County School District and noting that certain fields are no longer in use by Parks and Recreation (*favorable from Infrastructure and Regulations Committee*)

Larry Honeycutt made the motion to approve Resolution 0941-R2016. Seconded by Jack Estridge. Passed 6-0.

Resolution 0942-R2016 Regarding adoption of the Airport's FAA Capital Improvement Plan and execution of a FAA Pre-application for Federal Assistance for an aircraft apron expansion(*favorable from Infrastructure and Regulations Committee*)

Larry McCullough made the motion to approve Resolution 0942-R2016. Seconded by Brian Carnes. Passed 6-0.

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Discussion / Action Items

Adoption of 2017 County Calendar

Steve Harper motion to approve the calendar as recommended. Seconded by Brain Carnes. The motion carries 6-0.

Information on Walk America grant for Health and Wellness Commission

Motion to Remove from the Table Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*. Following this motion we request a motion to Postpone Indefinitely Resolution 0911-R2016. (*favorable from Administration Committee*)

Brian Carnes made the motion to remove Resolution 0911-R2016 from the table. Seconded by Larry McCullough. Passed 6-0.

Brian Carnes made the motion to postpone indefinitely Resolution 0911-R2016. Seconded by Steve Harper.

Larry McCullough made the motion to amend to change postpone indefinitely to request a motion to postpone until December 31, 2016.

Brian Carnes withdrew his motion to postpone indefinitely. Steve Harper also withdrew his motion.

Brian Carnes made the motion to approve Resolution 0911-R2016. Motion failed for lack of a second.

Motion to Remove from the Table Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*. Following this motion we request a motion to Postpone Indefinitely Ordinance 2016-1408.

Larry McCullough made the motion that Ordinance 2016-1408 to remove from the table. Seconded by Larry Honeycutt. Passed 6-0.

Larry McCullough made the motion to approve Ordinance 2016-1408. Motion failed for lack of a second.

Motion to Remove from the Table Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*. Following this motion we request a motion to Postpone Indefinitely Ordinance 2016-1409.

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Steve Harper made the motion to remove Ordinance 2016-1409 from the table. Seconded by Larry McCullough. Passed 6-0.

Steve Harper made the motion to approve Ordinance 2016-1409. Motion failed for lack of a second.

Extension of external auditor's contract for FY 17, FY 18, and FY 19 *(favorable from Administration Committee)*

Larry Honeycutt made the motion to extend the external auditor's contract for FY 17, FY 18, and FY 19. Seconded by Steve Harper. Passed 6-0.

Reallocation of resources within the Roads and Bridges capital account *(favorable from Infrastructure and regulations Committee)*

Update on status of County Engineer search

Larry Honeycutt moved that the Council authorize Waters and Companies to be retained to begin a search for a qualified professional engineer for Lancaster County. Seconded by Larry McCullough. Passed 6-0. Passed 5-1. Bob Bundy opposed.

Sun City road update

Moved to Executive Session

Board and Commission Appointment – District 1 Board of Zoning Appeals *(application was not available at the time the package was prepared – this will be presented by Councilman McCullough at the meeting)*

Larry McCullough made the motion to approve Mr. Wilson's application for Board of Zoning Appeals for District one. Seconded by Larry Honeycutt. Passed 6-0.

Status of items tabled, recommitted, deferred or held

None at this time.

Council Committee Reports

Administration Committee – Chairman Brian Carnes

Brian Carnes stated that he believes that all of the items that were discussed at the last meeting were handled tonight.

Infrastructure and Regulations Committee – Chairman Larry Honeycutt

Larry Honeycutt stated that the same applies for them as well. They discussed the Fleet Operations and killed it until the beginning of the year and then they will start to look again sometime at the first of the year.

Public Safety Committee – Chairman Steve Harper

Steve Harper stated that the Public Safety meeting was canceled for November but there will be a meeting in December.

DRAFT

Miscellaneous Reports and Correspondence – pg. 196-202

-Charter Communications

-Communications on CDBG – Poovey Farm Sewer Project – subrecipient agreement notice (*no county funding is involved; we are the pass through agency*)

Executive Session

Brian Carnes made the motion to go into Executive Session. Seconded by Jack Estridge. Passed 6-0.

Brain Carnes moved to come out of Executive Session. Seconded by Jack Estridge. Passed 6-0.

County Attorney John Weaver stated that during the course of Executive Session Council received a legal briefing on a contractual matter, they received information and discussions on 2 different security measures. They received information from the Economic Development Director on an Economic Development matter. During the course of that discussion no votes were taken and no decisions were made.

Larry McCullough made the motion on agenda item 11i. Sun City Road update that the County Attorney move forward on the contractual matter discussed in Executive Session as recommended by Council. Seconded by Larry Honeycutt. Passed 6-0.

Larry McCullough made the motion on agenda item 16a, that the Economic Development Director move forward with the recommendation provided to Council in Executive Session. Seconded by Larry Honeycutt. Passed 6-0.

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 6-0.

Respectfully Submitted:

Approved by Council December 12, 2016

Chelsea H. Gardner
Deputy Clerk to Council

Steve Harper, Secretary



DRAFT

Minutes of the Strategic Planning Session
101 N. Main Street, Lancaster, SC 29720

Tuesday, November 1, 2016

Council Members present were Bob Bundy, Larry McCullough, Brian Carnes, Larry Honeycutt and Steve Harper. Also present was Steve Willis, Chelsea Gardner, Veronica Thompson and Kimberly Hill, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call meeting to order

Chairman Bob Bundy called the meeting to order: 2:00p.m.

Approval of the agenda

Larry Honeycutt moved to approve the agenda. Seconded by Larry McCullough.

Bob Bundy amended the agenda to pray. Passed 5-0.

Citizens Comments

There were no Citizen Comments.

Strategic Planning Session – Where we are and where we are going

- Budget update FY16-17

Budget Analyst Kimberly Hill gave a PowerPoint hand out that have the Budget Update for the FY 2017 Quarter One.

- Changes for the upcoming fiscal year (17-18)
 - Legislative
 - Budgetary
- Impact Fees
 - A PowerPoint presentation was handed out that brought more detail and explanations of Impact Fees.
- Capital Improvement Plan
- Strategic Plan Update

DRAFT

Adjournment

Councilman Larry Honeycutt moved to adjourn. Seconded by Councilman Larry McCullough.
Passed 5-0.

Respectfully Submitted:

Approved by Council December 12, 2016

Chelsea H. Gardner
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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)
ORDINANCE NO. 2016-1423

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 1075, WHICH ESTABLISHED COUNTY CODE SECTION 2-229, RELATING TO THE POLICY FOR CAPITALIZATION OF FIXED ASSETS, TO FURTHER PROVIDE FOR A CAPITALIZATION THRESHOLD FOR THE CAPITAL IMPROVEMENT PLAN; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Amendment to County Code Section 2-229.

Section 2-229 is hereby amended to add a paragraph (d) which reads:

Sec. 2-229. - Capital assets and inventory.

(a) Capital assets shall be reasonably safeguarded, properly accounted for and prudently insured.

(b) In accordance with GASB Statement No. 34 (requiring governmental entities to depreciate their capital assets) and the recommendations of the GFOA (recommending a capitalization threshold of at least five thousand dollars (\$5,000.00)), the county's capitalization threshold amounts are as follows:

Capital Asset Class	Threshold	Useful Life
Buildings and Improvements	\$50,000	40 years

Vehicles	5,000	5—15 years
Furniture & Equipment	5,000	5—15 years
Public Domain Infrastructure		20 years
Land Improvements	25,000	10—45 years

(c) Assets valued at more than one thousand dollars (\$1,000.00) and below five thousand dollars (\$5,000.00) shall be recorded as inventory of the county and shall be tagged. Computers and computer equipment shall be considered as inventory and tagged at any value under five thousand dollars (\$5,000.00).

(d) For the purpose of establishing a capitalization threshold for the Lancaster County Capital Improvement Plan a threshold of one hundred thousand dollars (\$100,000) is hereby established.

(Ord. No. 1075, § 1(Exh. A, § 8.102), 12-13-2010)

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

(Remainder of this page is blank)

AND IT IS SO ORDAINED, this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

First Reading:	November 14, 2016	Approved 6 - 0
Second Reading:	November 28, 2016	Approved 6 - 0
Third Reading:	December 12, 2016	Tentative

Approved as to form:

John Weaver, County Attorney

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016 - 1424

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, SERIES 2017A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (BROOKCHASE SPECIAL TAX DISTRICT), OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$675,000; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the "County Council"), of Lancaster County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "Code"), and the results of a referendum held in accordance therewith, the County Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for infrastructure benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (the "State") may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(g) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(h) The County, acting by and through the County Council, is authorized pursuant to Section 4-9-30(5) of the Code, to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided.

(i) Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the County Council, to charge and collect a service or user fee, which by definition includes uniform service charges, subject to the following requirements: (i) the imposition of the uniform service charge must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (ii) County Council must provide public notice of the uniform service charge being considered and hold a public hearing on the proposed uniform service charge prior to final adoption; and (iii) revenue derived from a uniform service charge to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the uniform service charge is paid.

(j) The County Council, pursuant to Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina 1976, as amended, may, upon certification of a petition signed by fifteen percent or more of the electors in a proposed special tax district, provided for a referendum to be conducted by the county election officials on the question of the creation of the proposed special tax district. By passage of Resolution No. 720, Council certified to the Lancaster County Voter Registration and Election Commission ("Commission") a petition that proposed the creation of the Brookchase Special Tax District and provided for a referendum to be held on the question of the creation of the Brookchase Special Tax District.

(k) On October 2, 2010, the Commission held a referendum on the question of the creation of the Brookchase Special Tax District. The commission certified that 80 votes were cast in the referendum, of which, 75 votes were cast in favor of the creation of the special tax district and 5 votes were cast in opposition. County Council published the results of the referendum in Resolution No. 736.

(l) Pursuant to Ordinance No. 1069 enacted on November 30, 2010, County Council created the Brookchase Special Tax District.

(m) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended ("Title 11, Chapter 17"), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of bonds by the County, the County must obtain the same approval prior to the issuance of temporary financing provided therein.

(n) In order to provide infrastructure in the Brookchase Special Tax District, the County on December 30, 2010, issued its \$875,000 General Obligation Bond Anticipation Note, Series 2010 (Brookchase Special Tax District), the proceeds of which were used to make repairs and upgrades of roads in the Brookchase Special Tax District and all costs associated therewith.

(o) The County Council heretofore enacted Ordinance No. 1125 on November 28, 2011 (the "2011 Ordinance"), authorizing the issuance and sale of a not to exceed \$890,000 General Obligation Bond Anticipation Note. The 2011 Ordinance contains a provision authorizing the general obligation bond anticipation notes authorized thereunder to be renewed by a resolution of County Council incorporating the terms of the Ordinance.

(p) Pursuant to the 2011 Ordinance and Resolution No. 0906-R2015 adopted by the County Council on January 11, 2016, the County issued on January 22, 2016, a \$700,500 General Obligation Bond Anticipation Note, Series 2016 (Brookchase Special Tax District) (the "2016 Note").

(q) Pursuant to Ordinance No. 2015-1335 duly enacted on February 23, 2015, the County adopted Written Procedures related to Tax-Exempt Debt.

(r) It is now in the best interest of the County for the County Council to provide for the issuance and sale of a not exceeding \$675,000 general obligation bond of the County, the proceeds of which will be used (i) to retire a portion of the 2016 Note; (ii) to pay costs of issuance of the Bond (hereinafter defined); and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Delegation of Authority to Determine Certain Matters Relating to the Bond.

Without further authorization, the County Council hereby delegates to the County Administrator the authority to determine (a) the par amount of the Bond; (b) the payment schedule of the Bond and the respective principal amounts due on such dates; (c) the interest payment dates of the Bond; (d) redemption provisions, if any, for the Bond; and (e) the time and date of sale of the Bond. The County Council further delegates to the County Administrator or his lawfully-authorized designee the authority to receive bids on behalf of Council and the authority to award to Bond to the low bidder therefor, provided the interest rate does not exceed 3%. After the sale of the Bond, the County Administrator shall submit a written report to County Council setting forth the details of the Bond as set forth in this paragraph.

If at the time of the sale of the Bond market conditions are not favorable to the County, the County reserves the right to renew the 2016 Note. The County Administrator is delegated the authority to make this decision based upon advice from the County's Bond Counsel and Financial Advisor.

SECTION 3. Authorization and Details of Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not exceeding Six Hundred Seventy-five Thousand Dollars (\$675,000) aggregate principal amount general obligation bond of the

County to be designated “(Amount Issued) General Obligation Bond, Series 2017A, of Lancaster County, South Carolina” (the “Bond”), for the purpose set forth in Section 1(r).

The Bond shall be issued in fully registered form, shall be registered as to principal and interest in the name of the purchaser thereof; shall be dated as of the date of its delivery or such other date as the County Administrator determines; shall be in the denomination of not exceeding \$675,000; shall bear interest on the unpaid principal balance at the interest rate shown thereon; and shall be payable as determined by the County Administrator.

Interest shall be calculated on a 30-day month and 360-day year basis, unless otherwise agreed upon by the County Administrator and the purchaser of the Bond.

Both the principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 4. Execution of Bond. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of County Council attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County to be impressed or affixed thereon.

SECTION 5. Form of Bond. The Bond and the provisions for registration to be endorsed thereon shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 6. Notice of Sale. The Bond shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit B attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State not less than seven (7) days prior to the date set for such sale.

SECTION 7. Security for the Bond. The full faith, credit, and taxing power of the County is irrevocably pledged to the repayment of the Bond. The Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council’s intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the Bond.

When necessary, the County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 8. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bond and this Ordinance, such notice in substantially the form attached hereto as Exhibit C, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 9. Initiative and Referendum. The County Council hereby delegates to the County Administrator the authority to determine whether the Notice prescribed under the provisions of Section 5 of

Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator or his lawfully-authorized designee is authorized to prescribe the form of the Notice and cause such Notice to be published in a newspaper of general circulation in the County, such notice in the form attached hereto as Exhibit D.

SECTION 10. Exemption from State Taxes. Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 11. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bond shall be deposited with the County Treasurer in a special fund, separate and distinct from all other funds, and applied solely to the purposes for which the Bond is issued.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the holder of the Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holder of the Bond that no use of the proceeds of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be an "arbitrage bond," as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bond is outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 13. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five (5%) of the County's revenue or its tax base.

SECTION 14. Miscellaneous. The County Council hereby authorizes the Chairman of County Council, Clerk to County Council, County Administrator and County Attorney to execute such documents and instruments as necessary to effect the purposes of this Ordinance. The County Council hereby retains McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Bond. The County Administrator is further authorized to execute such contract, document or engagement letter as may be necessary and appropriate to effectuate these engagement.

SECTION 15. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond 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 16. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

AND IT IS SO ORDAINED

Dated this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

First Reading:	November 14, 2016
Second Reading:	November 28, 2016
Public Hearing:	December 12, 2016
Third Reading:	December 12, 2016

Approved 6 - 0
Approved 6 - 0

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION BOND, SERIES 2017A
(BROOKCHASE SPECIAL TAX DISTRICT)

\$ _____

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____ in _____, South Carolina (the "Bank"), its successors or registered assigns, the principal sum of \$ _____ together with interest thereon at the rate of ____% per annum. This Bond is payable in annual installments of principal and interest on _____, _____ to and including _____ in the amount of \$ _____.

Both the principal of and interest on this Bond are payable at the principal office of the Bank, in _____, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

This Bond shall be subject to redemption without penalty prior to maturity at the option of the County, as a whole at any time at the principal amount hereof and interest accrued on such principal amount to the date fixed for redemption.

This Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on this Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on this Bond.

When necessary, the County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2016.

This Bond and the interest hereon are exempt from all state, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, as amended, imposes upon every bank

engaged in business in the State of South Carolina (the "State") a fee or franchise tax computed on the entire net income of such bank which would include any interest paid on this Bond to any such bank.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State.

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the _____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council

ATTEST:

Clerk, County Council

REGISTRATION

This Bond has been registered in the name of _____ in _____, South Carolina, on the registration books kept by the Clerk to County Council of Lancaster County, South Carolina.

Dated this _____ day of _____, 2017.

Clerk, County Council, Lancaster County,
South Carolina

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BOND, SERIES 2017A,
(BROOKCHASE SPECIAL TAX DISTRICT)
OF LANCASTER COUNTY, SOUTH CAROLINA

Bank Interest Deduction Eligible

Bid Date: _____, 2017;
11:00 a.m.

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed proposals or electronic mail bids addressed to the undersigned will be received by the County Administrator on behalf of Lancaster County, South Carolina (the "County"), in the Administrator's Office at 101 N. Main Street, Lancaster, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2016, at which time said proposals will be publicly opened for the purchase of a \$ _____ General Obligation Bond, Series 2017A (Brookchase Special Tax District), of Lancaster County, South Carolina (the "Bond"). Proposals may be delivered by hand or by mail or by facsimile transmission, but no proposal shall be considered which is not actually received by the County at the place, date and time appointed and the County shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bids by electronic mail should be transmitted to the attention of Veronica Thompson, Chief Financial Officer, at vtthompson@lanastercountysc.net with a copy to Francenia B. Heizer, Esquire, Bond Counsel to the County, at fheizer@mcnair.net.

The Bond: The Bond will be issued in fully registered form, as one single fully registered bond; will be dated the date of delivery; will bear interest (computed on a 360-day year, 30-day month basis); and will be payable on _____ in each of the years _____ to and including _____ in approximately equal annual installments.

Interest shall be calculated on a 30-day month and a 360-day year basis, unless otherwise agreed upon by the County Administrator and the purchaser of the Bond.

Redemption: The Bond will be subject to redemption prior to maturity.

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond. Bidders shall specify the rate of interest per annum which the Bond is to bear, to be expressed in multiples of 1/100 of 1%. A bid for less than the entire issue, or a bid at a price less than par, will not be considered. The Bond will be awarded to the bidder or bidders offering to purchase the Bond at the lowest net interest cost to the County, such interest cost to be determined by computing the total dollar interest cost from the date of the Bond to the respective maturity dates. Any fees or costs to be paid by the County to the bidder will be treated as additional interest cost. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on _____, 2016.

Security: The Bond shall constitute a binding general obligation of the County and the full faith, credit and taxing power of the County are irrevocably pledged for the payment of the Bond. The Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the Bond.

When necessary, the County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

Legal Opinion: The issuance of the Bond is subject to the approving opinion of McNair Law Firm, P.A., Bond Counsel, attached hereto, as to the validity of the issuance of the Bond under the Constitution and laws of the State.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the "Code"), includes provisions that relate to tax-exempt obligations, such as the Bond, including, among other things, permitted uses and investment of the proceeds of the Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Bond becoming subject to federal income taxation retroactive to the date of issuance of the Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Bond to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Bond is not an item for tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the Bond will be includable in the adjusted net book income or adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Purchasers of the Bond should consult their tax advisors with respect to collateral tax consequences of ownership of the Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

South Carolina Taxation: The interest on the Bond is exempt from all State taxation except estate or other transfer taxes. Section 12-11-20 of the South Carolina Code of Laws 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4-1/2% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and any political subdivision thereof. Interest on the Bond will be included in such computation.

Investment Letter: The successful purchaser of the Bond will be required to execute a letter to the County acknowledging, among other things, that (1) no official statement or other offering material has been furnished other than the Request for Proposals; (2) the purchaser had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and attorneys of the County; (3) the purchaser has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of its investment in the Bond and is financially able to bear the economic risk of its investment in the Bond; (4) the purchaser is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the Federal securities laws; and (5) the purchaser is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein.

The purchaser will also be required to covenant that it will not voluntarily dispose of all or any portion of the Bond unless it procures from each assignee thereof representations and covenants in form and content substantially the same as those made by the purchaser.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Bond. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Bond will be delivered on or about _____, 2017 in _____, South Carolina. The purchase price then due must be paid in federal funds or other immediately available funds. The costs of issuance of the Bond will be borne by the County.

Additional Information: Bidders may not rely on this Request for Proposal as to the complete information concerning the Bond. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., (803) 799-9800; e-mail: fheizer@mcnair.net.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 6:30 p.m. on Monday, _____, 2016.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of a General Obligation Bond, Series 2017A, of Lancaster County, South Carolina, in the principal amount of not exceeding \$675,000 (the "Bond"). The proceeds of the Bond will be used (i) to retire the County's outstanding original principal amount \$700,500 General Obligation Bond Anticipation Note, Series 2016 (Brookchase Special Tax District) (ii) to pay costs of issuance of the Bond; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

The Bond shall constitute a binding general obligation of the County and the full faith, credit and taxing power of the County are irrevocably pledged for the payment of the Bond. The Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the Bond.

When necessary, The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bond.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Lancaster County, South Carolina (the "County"), on _____, 2016 enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, SERIES 2017A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (BROOKCHASE SPECIAL TAX DISTRICT), OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$576,000; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AUTHORIZING THE REDEMPTION OF CERTAIN OUTSTANDING BONDS; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorized the issuance and sale of a not to exceed \$675,000 General Obligation Bond, Series 2017A (the "Bond") of the County.

The proceeds of the Bond will be used (i) to retire the County's outstanding original principal amount \$700,500 General Obligation Bond Anticipation Note, Series 2016 (Brookchase Special Tax District) (ii) to pay costs of issuance of the Bond; and (iii) for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Lancaster County.

LANCASTER COUNTY, SOUTH CAROLINA

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday December 12, 2016 at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on Ordinance 2016-1424 entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, SERIES 2017A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (BROOKCHASE SPECIAL TAX DISTRICT), OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$675,000; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

At the public hearing all interested persons may be heard either in person or by their designee.

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

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 11/25/16

Aaron T. Graham

Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1425

AN ORDINANCE

TO ESTABLISH AN ORGANIZATIONAL STRUCTURE FOR THE LANCASTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND TO SET FORTH THE DUTIES AND RESPONSIBILITIES OF THOSE PERSONS AND ORGANIZATIONS ASSOCIATED THEREWITH.

WHEREAS, the Lancaster County Economic Development Structural Committee has received advice and consultation as to the most effective means of promoting economic development throughout the county, all for the benefit of the citizens and residents of Lancaster County; and

WHEREAS, it has been determined and it is recommended to the full County Council that an Advisory Board should be established and comprised of various persons and organizations of high integrity, business expertise and community involvement and, importantly, those who are willing to volunteer their skills and experiences in assisting the Lancaster County Department of Economic Development in accomplishing its goals of developing policies and procedures for promoting economic growth; and

WHEREAS, it appearing to the satisfaction of Council that a departmental Advisory Board is a suitable organizational structure by which to accomplish the aforesaid goal;

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. The Lancaster County Economic Development Advisory Board hereby is established;

Section 2. Board membership shall be comprised of the following sixteen (16) representatives from the names business enterprises:

- a. **Utilities** (Representative nominated by respective utility)
 - 1) Duke Energy
 - 2) Lancaster County Water & Sewer District
 - 3) Lancaster County Natural Gas Authority
 - 4) Comporium Communication
 - 5) Lynches River Electric Cooperative
 - 6) York Electric Cooperative, Inc.
 - 7) Lancaster and Chester Railroad
- b. **Municipalities:** (Represented by Administrators)
 - 1) City of Lancaster
 - 2) Town of Kershaw
 - 3) Town of Heath Springs
- c. **Education**
 - 1) Lancaster County School District (Superintendent or designee)
 - 2) York Technical College (President or designee)
- d. **Business Sector** (Nominated by County Administrator)
 - 1) Manufacturing
 - 2) Corporate facilities
 - 3) Small business (less than 100 employees)
- e. **Lancaster County Chamber of Commerce** (President)

Section 3. All Board members must be appointed by County Council. Members serve at the will of Council and shall serve for four (4) year terms. No individual representative from any of the three Business sectors shall serve for more than one term.

Section 4. The Board shall meet at the call of the Economic Development Director, but in no event shall the meetings be scheduled less than once every three months. All meetings shall be public meetings and shall comply fully with the South Carolina's Freedom of Information statutes.

Section 5. The Board's responsibilities shall be to study, discuss and recommend to the Economic Development Director and, subsequently, County Council those issues relating to workforce capabilities and training, economic incentives, future development opportunities throughout the entire county and business recruitment techniques. The Board's responsibilities do not include the development of recommendations on individual, confidential economic development projects nor are Board members expected to promote or to participate in any fund raising activities.

Section 6. Severability. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 7. Effective Date. This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Chelsea Gardner, Deputy Clerk to Council

First Reading: November 14, 2016
Second Reading: November 28, 2016
Third Reading: December 12, 2016

Approved as amended (add L&C) 6 - 0
Approved 6 - 0

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1426

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT AMONG LANCASTER COUNTY, PCI GROUP, INC. AND LTRR REALTY, LLC; TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN LANCASTER COUNTY AND LTRR REALTY, LLC; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (hereinafter referred to as the "County"), acting by and through its Council (the "Council"), is empowered under and pursuant to the provisions of Chapter 12, Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Title Transfer Act"), and the provisions of the Fee in Lieu of Tax Simplification Act, codified as Chapter 44, Title 12 of the Code of Laws of South Carolina 1976, as amended (the "Title 12 Act" and collectively with the Title Transfer Act, the "Act"), to enter into fee agreements with industries in connection with the acquisition, enlargement or improvement of industrial and commercial enterprises within the State of South Carolina (the "State");

(b) the County has previously entered into (i) pursuant to the Title Transfer Act, that certain Lease Agreement between the County and Virtual Image Technology, LLC, executed in 1999, as subsequently assigned to LTRR Realty, LLC, a South Carolina limited liability company ("LTRR") (as amended, modified and supplemented from time to time, the "Lease Agreement"), and (ii) pursuant to the Title 12 Act, that certain Fee in Lieu of Tax and Incentive Agreement between the County and PCI Group, Inc. ("PCI"), dated as of March 31, 2008 (as amended, modified and supplemented from time to time, the "Fee Agreement" and collectively with the Lease Agreement, the "Incentive Agreements");

(c) in recognition of the substantial investment by LTRR and PCI in land, improvements and business personal property in the County (collectively, the "Project") during the term of the Incentive Agreements, the County desires to provide further assistance to LTRR and PCI, and in connection therewith to make certain amendments to the Lease Agreement and the Fee Agreement pursuant to the terms of (i) an Amendment to Lease Agreement to be entered into between the County and LTRR (the "Lease Amendment"), and (ii) an Amendment to Fee Agreement to be entered into between the County and PCI (the "Fee Agreement Amendment" and collectively with the Lease Amendment, the "Amendments"); and

(d) it appears that the Amendments, which are attached to this ordinance, are in appropriate form and are appropriate instruments to be approved, executed and delivered by the County for the purposes intended.

Section 2. Statutory Findings.

Council makes the following additional findings:

(a) the Project will continue to constitute a "project" as said term is referred to and defined in Section 12-44-30(16) of the Act, and the Amendments will promote the purposes enumerated in the Act, and in all respects conform to the provisions and requirements of the Act;

(b) the Project will continue to benefit the general public welfare of the County by providing or maintaining services, employment, recreation, and other public benefits not otherwise provided locally;

(c) neither the Project, the Amendments, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or an incorporated municipality or a charge against its general credit or taxing power;

(d) the purposes to be accomplished by the Project and the Amendments are proper governmental and public purposes; and

(e) the inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs.

Section 3. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project: The Project is expected to result in 153 new jobs with an annual payroll of over \$4.6 million. Using the LOCI economic impact model developed by Georgia Tech which includes specific County and Project inputs, the direct economic net benefit (revenues minus expenditures) of the Project to Lancaster County and school district over ten years is estimated at \$918,901. The incentive to net benefit ratio for the Project is estimated to be \$1:\$2.76.

Section 4. Approval and Execution of Lease Amendment.

The form, terms, and provisions of the Lease Amendment, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the

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

Section 5. Approval and Execution of Fee Agreement Amendment.

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

Section 6. Economic Development Fund.

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

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

Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	November 14, 2016	Approved 4 - 2
Second Reading:	November 28, 2016	Approved 4 - 2
Public Hearing:	December 12, 2016	[Tentative]
Third Reading:	December 12, 2016	[Tentative]

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Exhibit A to Ordinance No. 2016-1426

**Amendment to Lease Agreement
Between
Lancaster County, South Carolina and LTRR Realty, LLC**

See attached.

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COPY

**AMENDMENT
TO
LEASE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
LTRR REALTY, LLC
AMENDMENT DATED AS OF
DECEMBER 12, 2016**

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment to Lease Agreement") is made and entered into as of December 12, 2016, 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 its County Council (the "County Council") as governing body of the County, and **LTRR REALTY, LLC**, a South Carolina limited liability company (the "Company").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Section 4-12-10 (the "Act") of the Code of Laws of South Carolina 1976, as amended, to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to projects qualifying under the act; and;

WHEREAS, in connection therewith, the County entered into a Lease Agreement with Virtual Image Technology, LLC ("VIT"), executed in 1999 (the "Initial Lease Agreement"), whereby the County agreed to provide fee-in-lieu of tax incentives with respect to certain investments made by VIT in real and personal property in the County (the "Project");

WHEREAS, the right, title and interest of VIT in the Initial Lease Agreement were assigned to the Company, as approved by a Consent of the County dated as of October 12, 2009;

WHEREAS, in recognition of the substantial investment made by the Company in the County and the Company's commitment to maintain at least one hundred (100) full-time jobs at the Project, the County has agreed to provide for an extension of the term of the Initial Lease Agreement;

WHEREAS, the Company and the County desire to amend the Initial Lease Agreement in order to set forth the terms and conditions described herein with respect to the Project;

WHEREAS, pursuant to the Act, on the basis of the information provided to it by the Company, the County found and continues to find that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against the general credit or taxing power of either; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County and the Company desire to execute this Amendment to Lease Agreement to reflect their agreement on the above-mentioned revisions to the Initial Lease Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment to Lease Agreement shall have the meanings set forth in the Initial Fee Agreement.
2. Section 1.01 of the Initial Lease Agreement is hereby amended by adding the following defined terms:

“Amendment to Lease Agreement” means the Amendment to Fee Agreement, dated as of December 12, 2016, between the County and the Company.

“Initial Fee Agreement” means the Lease Agreement between the County and the Company, executed in 1999.

3. Section 5.01 of the Initial Lease Agreement is hereby amended by deleting Section 5.01 of the Initial Lease Agreement in its entirety and replacing it with the following:

Section 5.01. Term.

(a) Subject to the terms and provisions herein contained, this Lease shall be and remain in full force and effect for a term commencing on the date hereof and ending at midnight thirty (30) years from the date the last Completed Segment of the Project is placed in service (the “Term”), provided, however, that in any event thirty (30) annual payments in lieu of taxes as described in Section 6.03 hereof shall have been made for each Completed Segment before the Term expires. Upon expiration of the Term, this Lease shall terminate subject to no renewals or extensions.

(b) Commencing as of the date of the Amendment to Lease Agreement and through the duration of the Term, the Company, collectively with any affiliates, shall maintain no less than one hundred (100) full-time jobs at the Project (the “Jobs Commitment”). Such jobs shall pay an average hourly wage of \$17.47. In the event that the Company or its affiliates fail to maintain the Jobs Commitment during such period, the Company shall be subject to *ad valorem* property tax for such year with respect to portions of the Project otherwise entitled to fee-in-lieu of tax incentives under this Agreement. The Company and the County hereby acknowledge that the provisions of this Section 5.01(b) shall be the only remedy for the Company’s failure to meet the Jobs Commitment, and any such failure shall not constitute an Event of Default pursuant to Section 11.01.

4. The Amendment to Lease Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Amendment of Lease

Agreement or any counterpart of any document that is attached to this Amendment to Lease Agreement as an exhibit.

5. The laws of the State shall govern the construction of this Amendment to Lease Agreement.

6. Except as provided in this Amendment to Lease Agreement, the Initial Lease Agreement shall in all other respects remain in full force and effect.

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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and LTRR REALTY, LLC, each pursuant to due authority, have duly executed this Amendment to Lease Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Bob Bundy
Chair, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

LTRR REALTY, LLC

By: _____
Name: _____
Its: _____

1336501v1

[Signature Page to Amendment to Lease Agreement]

WCSR 37547583v1

Exhibit B to Ordinance No. 2016-1426

**Amendment to Fee in Lieu of Tax and Incentive Agreement
Between
Lancaster County and PCI Group, Inc.**

See attached.

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COPY

**AMENDMENT
TO
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
PCI GROUP, INC.**

**AMENDMENT DATED AS OF
DECEMBER 12, 2016**

AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the "Amendment") is made and entered into as of December 12, 2016, 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 its County Council (the "County Council") as governing body of the County, and **PCI GROUP, INC.**, a New York corporation (the "Company").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, in connection therewith, the County (i) adopted an Inducement Resolution on January 7, 2008, and (ii) entered into a Fee in Lieu of Tax and Incentive Agreement with the Company dated March 31, 2008, (as amended, supplemented and assigned from time to time, the "Initial Fee Agreement") whereby the County agreed to provide fee-in-lieu of tax incentives with respect to certain investments made by the Company in real and personal property in the County (the "Project");

WHEREAS, in recognition of the substantial investment made by the Company in the County and the Company's commitment to maintain at least one hundred eighty (180) full-time jobs at the Project, the County has agreed to provide for an additional special source revenue credit with respect to certain investment made in connection with the Project (the "Special Source Credit");

WHEREAS, the Company and the County desire to amend the Initial Fee Agreement in order to set forth the terms and conditions of the Special Source Credit offered to the Company by the County;

WHEREAS, pursuant to the Act, on the basis of the information provided to it by the Company, the County found and continues to find that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to

any pecuniary liability of the County or any incorporated municipality or to any charge against the general credit or taxing power of either; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County and the Company desire to execute this Amendment to Fee Agreement to reflect their agreement on the above mentioned revisions to the Initial Fee Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment to Fee Agreement shall have the meanings set forth in the Initial Fee Agreement.
2. Article I of the Initial Fee Agreement is hereby amended by adding the following defined terms:

“Additional Special Source Credits” shall mean the special source revenue credits described in Sections 3.2(c) and 3.2(d) hereof.

“Amendment to Fee Agreement” shall mean this Amendment to Fee Agreement, dated as of December 12, 2016, between the County and the Company.

“Initial Fee Agreement” shall mean the Fee in Lieu of Tax and Incentive Agreement between the County and the Company, dated as of March 31, 2013, as amended, supplemented and assigned from time to time.

“Multi-County Park Act” means Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution.

3. Article I of the Initial Fee Agreement is hereby amended by deleting the definition of “Special Source Credits” in its entirety and replacing it with the following:

“Special Source Credits” shall mean the special source revenue credits described in Sections 3.2(a) and 3.2(b) hereof

4. Section 2.1 of the Initial Fee Agreement is hereby amended by adding the following subsection (e) to Section 2.1:

(e) The County agrees to use its best efforts to maintain the Land in a multi-county park established pursuant to the Multi-County Park Act until the date this Agreement is terminated. If it becomes necessary to move the Land

from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

5. Section 3.2 of the Initial Fee Agreement is hereby amended by adding the following subsections (c) and (d) to Section 3.2:

(c) In addition to, and without limitation of, any Special Source Credits the Company may be entitled to claim pursuant to Sections 3.2(a) and 3.2(b) hereto, the County agrees that the Company shall be entitled to claim annual special source revenue credits (the "Additional Special Source Credits") in amounts equal to 50% of the Company's Negotiated FILOT Payments or *ad valorem* property tax payments, as the case may be, with respect to investments in any machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company or any Co-Investors for use on or about the Land that is not otherwise entitled to the Special Source Credits provided by Sections 3.2(a) and 3.2(b) hereto (including, without limitation, any such investment made after the expiration of the Investment Period). The Additional Special Source Credits shall be provided for a period of seven (7) years, beginning with the tax year in which the Amendment to Fee Agreement is executed.

(d) If the Company, collectively with any Co-Investors, fails to maintain one hundred eighty (180) full-time jobs at the Project paying an average hourly wage of at least \$17.47 (the "Jobs Requirement"), the Additional Special Source Credits shall be subject to repayment, with respect to any year in which such Jobs Requirement is not met, as follows:

Repayment Amount = Total dollar amount of Additional Special Source Credits received, *minus* (total dollar amount of Additional Special Source Credits received, *multiplied by* Repayment Achievement Percentage).

Repayment Achievement Percentage = total full-time jobs paying an average hourly wage of at least \$17.47 maintained at the Project as of the last day of such calendar year, *divided by* 180.

For example, and by way of example only, if the Company maintains 150 full-time jobs at the Project paying an average hourly wage of at least \$17.47 at the end of a certain year, and if the Company had received \$1,000,000 in Additional Special Source Credits for such year, the repayment amount would be \$166,666.67, calculated as follows:

Repayment Achievement Percentage = $150 / 180 = 83.33\%$

Repayment Amount = $\$1,000,000 - (\$1,000,000 * 83.33\%) = \$166,666.67$

6. The Amendment to Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Amendment of Fee Agreement or any counterpart of any document that is attached to this Amendment to Fee Agreement as an exhibit.
7. The laws of the State shall govern the construction of this Amendment of Fee Agreement.
8. Except as provided in this Amendment to Fee Agreement, the Initial Fee Agreement shall in all other respects remain in full force and effect.

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**IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and
PCI GROUP, INC.,** each pursuant to due authority, have duly executed this Amendment to
Lease Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

Bob Bundy
Chair, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

PCI GROUP, INC.

By: _____

Name: _____

Its: _____

1336498v1

[Signature Page to Amendment of Fee Agreement]

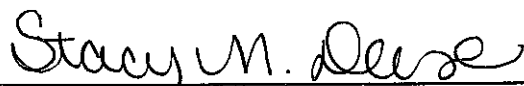
WCSR 37550231v1

The Lancaster News

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

NOTICE OF PUBLIC
HEARING
Lancaster County Council
A public hearing has been
scheduled by the Lancaster
County Council for Monday,
December 12, 2016, at
8:30 p.m. in the Lancaster
County Board of Commissioners,
second floor, County
Administration Building,
101 North Main Street,
Lancaster, South Carolina,
or at such other location
in or around the complex
posted at the main entrance.
The purpose of the public
hearing is to receive public
comment on Ordinance No.
2016-1426, an ordinance
titled "AN ORDINANCE
TO AUTHORIZE THE
EXECUTION AND
DELIVERY OF AN
AMENDMENT TO THE
FEE IN LIEU OF TAX AND
INCENTIVE AGREEMENT
AMONG LANCASTER
COUNTY, PCI GROUP,
INC. AND LTRR REALTY,
LLC; TO AUTHORIZE
THE EXECUTION AND
DELIVERY OF AN
AMENDMENT TO THE
LEASE AGREEMENT
BETWEEN LANCASTER
COUNTY AND LTRR
REALTY, LLC; TO
EXPRESS THE
INTENTION OF COUNCIL
TO PROVIDE MONIES
TO THE ECONOMIC
DEVELOPMENT FUND;
AND TO PROVIDE
FOR OTHER MATTERS
RELATED THERETO." At
the public hearing and any
adjournment of it, all inter-
ested persons may be heard
either in person or by their
designees.
433-141-1W-McNair Bill

This is to certify that the attached Legal Notice was published in The Lancaster
News in the issue of 11/23/16



Notary Public of South Carolina

My Commission Expires November 17, 2026

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2016-1427

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH SEPTEMBER 12, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (LTRR REALTY, LLC); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park");

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, Resolution No. 0903-R2015 enacted on December 14, 2015, Ordinance No. 2015-1381 enacted on January 11, 2016, and Ordinance No. 2016-1407 enacted on September 12, 2016 and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, Ordinance No. 15-16-10 enacted on December 16, 2015, Resolution No. 2016-01 enacted on January 6, 2016, and Resolution No. 2016-11 enacted on September 7, 2016 authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 with Exhibits Updated Through September 12, 2016 (the "Amended and Restated Park Agreement"); and

(4) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/H. Properties included pursuant to Lancaster County Ordinance No. 2016-1427, enacted on December 12, 2016, and Chesterfield County Resolution No. 2016-__, enacted on ____, 2016:

11632 Harrisburg Road

Tax Map No.

Owner

0002-00-028.00

LTRR Realty, LLC/

Section 3. Preparation of amended Park Agreement.

When Chesterfield County has passed a resolution approving the addition of the property identified in Section 2 of this ordinance, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the revised Amended and Restated Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

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, resolutions, policies, procedures and actions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 6. Effective Date.

This ordinance is effective upon third reading.

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And it is so ordained, this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	November 14, 2016	Approved 5 - 1
Second Reading:	November 28, 2016	Approved 4 - 2
Public Hearing:	December 12, 2016	
Third Reading:	December 12, 2016	

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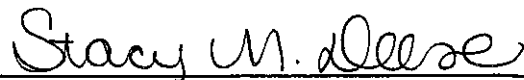
The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council
A public hearing has been scheduled by the Lancaster County Council for Monday, December 12, 2016, at 8:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2016-142, an ordinance titled "AN ORDINANCE TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED, AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH SEPTEMBER 12, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (LTRR REALTY, LLC) AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.
434-141-1 W-McNair-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 11/23/16



Notary Public of South Carolina

My Commission Expires November 17, 2026

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1428

AN ORDINANCE

TO APPROVE THE SALE OF TWENTY ONE (21.00) ACRES OF LAND TO THE TOWN OF KERSHAW, SC, SAID PARCEL BEING LOCATED IN THE TOWN OF KERSHAW, SC, AND BEING A PORTION OF TAX PARCEL NO. 0156-00-002.01; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) the parcel being sold to the Town of Kershaw by Lancaster County initially was owned by the Town and was conveyed to Lancaster County for its use as a recreational facility in 2004;
- (b) the Town of Kershaw proposes to reacquire a portion of the land by purchase for a price of Fifty Thousand, Four Hundred Twenty Five (\$50,425.00) Dollars;
- (c) the public benefit to be received by the County for the sale of the land to the Town of Kershaw is fair and reasonable compensation.

Section 2. Approval of Sale; Authority to Execute; Termination of Authority.

A. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a deed conveying the Land to the Buyer (the "Deed"). The form of the Deed is attached hereto as Exhibit A and all terms, provisions and conditions of the Deed are incorporated herein by reference as if the Deed were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Deed and all of its terms, provisions and conditions. The Deed is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to

constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Deed attached to this ordinance.

B. Council authorizes and approves the sale of the Land to the Buyer.

C. The authority of the County Administrator as set forth in subsection A. of this section and the approval by Council of the sale of the Land to Buyer, as set forth in subsection B. of this section, terminates if closing on the sale of the Land has not occurred by 5:00 p.m. on December 30, 2016.

Section 3. Authority to Act.

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

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this 12th day of December, 2016

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

First Reading: November 14, 2016

Approved 6 - 0

Second Reading: November 28, 2016

Approved 6 - 0

Public Hearing: December 12, 2016

Third Reading: December 12, 2016

**Exhibit A to Ordinance No. 2016-1428
Boundary Survey
Sale of a Portion of Tax Parcel No. 0156-00-002.01**

See attached.

The Lancaster News

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

NOTICE OF PUBLIC HEARING Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday December 12, 2016 at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on Ordinance 2016-1428 entitled:

AN ORDINANCE TO APPROVE THE SALE OF TWENTY ONE (21.00) ACRES OF LAND TO THE TOWN OF KERSHAW, SC, SAID PARCEL BEING LOCATED IN THE TOWN OF KERSHAW, SC, AND BEING A PORTION OF TAX PARCEL NO. 0156-00-002.01; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

At the public hearing all interested persons may be heard either in person or by their designee.

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

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 11/25/16

Karen D. Graham
Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION # 0943 - R2016**

APPROVING THE UPDATED ASSESSMENT ROLL FOR THE SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

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

WHEREAS, the County Council by Ordinance No. 678 enacted on November 28, 2005, authorized and provided for the issuance and sale of \$20,000,000 principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the "Series 2006 Bonds") and approved the Assessment Report and the Rate and Method of Apportionment of Assessments (the "Rate and Method of Apportionment") including the Assessment Roll for the District; and

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

The County Council shall update the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel, including any adjustments to the Assessments as provided for in Section C, (iv) the Annual Payment to be collected from each Parcel for the current Assessment Year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments as provided for in Section I, and (vii) any other changes to the Assessment Roll; and

WHEREAS, MuniCap, Inc. prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2016 and Collection in 2017 dated August 8, 2016 (the "2016 Assessment Roll"); and

WHEREAS, pursuant to Resolution No. 0930-R2016 adopted on August 22, 2016, County Council of the County approved, confirmed and adopted the 2016 Assessment Roll; and

WHEREAS, on December 8, 2016, the County issued its \$14,113,000 principal amount Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016 which refunded the Series 2006 Bonds; and

WHEREAS, the Rate and Method of Apportionment provides in Section C 3 a:

If the County determines there is a reduction in the costs of the Public Improvements, including any costs related to the repayment of the Bonds, the Assessment shall be reduced such that the Assessment equals the principal and interest coming due on the Bonds in each year, plus estimated Administrative Expenses in each Assessment Year until the Bonds are repaid; and

WHEREAS, MuniCap has prepared an updated Assessment Roll based on the Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016.

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

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

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

Dated this ____ day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Chelsea Gardner, Interim Clerk to Council

Resolution # 0943 – R2016

The Assessment Roll associated with this resolution is available on line at the Lancaster County website. Additionally, a printed copy of the Assessment Roll is available for inspection by Council and the general public both at the time of the December 12, 2016 Council meeting and, thereafter, in the office of the Lancaster County Clerk to Council

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 0944-R2016

COUNTY OF LANCASTER

)

A RESOLUTION

CORRECTING THE ASSESSMENTS AND APPROVING THE ASSESSMENT ROLL, THE ASSESSMENT REPORT AND THE RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS, AS CORRECTED, RELATED TO BOND AREA 2 AND BOND AREA 3 OF THE WALNUT CREEK IMPROVEMENT DISTRICT (FORMERLY KNOWN AS THE EDENMOOR IMPROVEMENT DISTRICT); AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings.

The Lancaster County Council (the "County Council") finds that:

(a) by Ordinance No. 2016-1393 enacted on November 14, 2016 (the "Ordinance"), the County Council approved the addition of one parcel to Bond Area 2 of the Walnut Creek Improvement District (formerly known as Edenmoor Improvement District) (the "District") and one parcel to Bond Area 3 of the District, approved a preliminary assessment roll A for Bond Area 2 of the District (the "Preliminary Assessment Roll A-2") and a preliminary assessment roll A for Bond Area 3 of the District (the "Preliminary Assessment Roll A-3" and, together with the Preliminary Assessment Roll A-2, the "Preliminary Assessment Rolls"), and approved other modifications thereto; and

(b) pursuant to the Ordinance and South Carolina Code of Laws § 4-35-10 et seq. (the "Act"), the County provided notice as required by law to the owner of each lot or parcel of land within Bond Area 2 and Bond Area 3 of the District against which an assessment is currently imposed but will be modified or an assessment is to be imposed, stating the nature of the improvements which currently exist or are proposed to be undertaken, the total cost of such improvements (current and proposed), the amount or modified amount (as applicable) to be assessed against the particular property, and the basis upon which the assessment or modified assessment (as applicable) is made, together with the terms and conditions upon which the assessment may be paid (the "Notice"); and

(c) the Notice contained a brief description of the particular property involved, together with a statement that the amount assessed constitutes a lien against the property superior to all other liens except property taxes. The Notice also stated the time and place fixed for a hearing of objections in respect to the assessment; and

(d) the hearing was scheduled for 6:00 p.m., Monday, December 12, 2016; and

(e) Edenmoor Land Acquisition, LLC, and Edenmoor Land Acquisition II, LLC (collectively, "Edenmoor"), as owner of almost all of the property within Bond Area 2 and Bond Area 3 of the District, including all of the new property added therein by the Ordinance against which an assessment is to be imposed, has received proper notice as required by law and has filed a written notice of objection within the time prescribed by law, solely on the basis that the Preliminary Assessment Rolls were adopted prior to the final sizing and timing of issuance of the New Bonds (as defined in the Ordinance); and

(f) the County Council heard the objections of Edenmoor or its designated agent at the hearing scheduled for that purposes; and

(g) the County Council has determined that it should make corrections to the Preliminary Assessment Roll A-2 and approve the Preliminary Assessment Roll A-2 as corrected (the "Assessment Roll A-2"), which also includes the corrected Rate and Method of Apportionment of Assessment A related thereto (the "RMA A-2"), and that it should make corrections to the Preliminary Assessment Roll A-3 and approve the Preliminary Assessment Roll A-3 as corrected (the "Assessment Roll A-3"), which also includes the corrected Rate and Method of Apportionment of Assessment A related thereto (the "RMA A-3"); and

[(h) the County Council has determined that it should make corrections to and approve the Report on the Reasonable Basis of Assessment A for Bond Area 2 and Bond Area 3 (the "Assessment Report").]

Section 2. Correction and Approval of Assessment Documents

(a) The County Council finds it proper and necessary to correct the Preliminary Assessment Rolls and the Assessments reflected thereon so as to reflect the costs of the existing and proposed improvements within Bond Areas 2 and 3 of the District, the debt service related to the County's existing Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 and Series 2006A-3, and the not to exceed \$8,000,000 principal amount Walnut Creek Improvement District Assessment Revenue Bonds, in one or more series (the "New Bonds"), proposed to be issued in December 2016 and future periods, and other expenses related to the District.

(b) The Assessment Roll A-2 (including the RMA A-2) as corrected attached hereto as Exhibit 1 is hereby approved and confirmed as the assessment roll within the meaning of the Act reflecting the names of the persons whose properties are to be assessed and the amount assessed against their respective properties with a brief description of the lots or parcels of land assessed.

(c) The Assessment Roll A-3 (including the RMA A-3) as corrected attached hereto as Exhibit 2 is hereby approved and confirmed as the assessment roll within the meaning of the Act reflecting the names of the persons whose properties are to be assessed and the amount assessed against their respective properties with a brief description of the lots or parcels of land assessed.

[(d) The Assessment Report as corrected attached hereto as Exhibit 3 is hereby approved.]

(e) The Assessment Roll A-2 and Assessment Roll A-3 (collectively, the "Assessment Roll") shall be filed in the Office of the Clerk of Court of the County, and from the time of filing the assessments or modified assessments (as applicable) impressed in the Assessment Roll constitute and are liens on the real property against which they are assessed superior to all other liens and encumbrances,

except the lien for property taxes, and must be annually assessed and are collected with the property taxes on it. The Assessment Roll may also be filed in such other public records as the County Administrator may determine.

(f) As provided therein, the Assessment Roll A-2 and Assessment Roll A-3 may be adjusted from time to time pursuant to the provisions of RMA A-2 and RMA A-3, respectively.

(g) The County Administrator, on behalf of the County Council, is directed to mail a written notice to all persons who have filed written objections as provided in the Act of the amount of the assessment finally confirmed. The property owner may appeal the assessment only if he, within twenty days after the mailing of the notice to him, confirms the assessment, gives written notice to the County Council of his intent to appeal his assessment to the court of common pleas of the County, but no such appeal delays or stays the construction of improvements or affects the validity of the assessments confirmed and not appealed.

Section 3. Authority to Act.

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

Section 4. Severability.

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

Section 5. Controlling Provisions.

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

Section 6. Effective Date.

This Resolution is effective upon adoption.

AND IT IS SO RESOLVED

Dated this _____ day of December, 2016.

ATTEST:

LANCASTER COUNTY, SOUTH CAROLINA

Chelsea H. Gardner, Interim Clerk to Council

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Resolution # 0944 – R2016

The Assessment Roll associated with this resolution is available on line at the Lancaster County website. Additionally, a printed copy of the Assessment Roll is available for inspection by Council and the general public both at the time of the December 12, 2016 Council meeting and, thereafter, in the office of the Lancaster County Clerk to Council.

Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0945-R2016
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	December 12, 2016

Issue for Consideration:

Authorization to sign a Request to Remove from the State Highway System form.

Points to Consider:

The roads to be removed are part of Secondary 412 including Cedarbrook Lane, Fairview Drive, Overhill Drive, and Tanglewood Lane. This would cause the highway right of way to become county property.

The intent would be to convey the right of way in early 2017 to Red Ventures, by way of an ordinance which requires a public hearing.

The purpose of the removal and conveyance would be to allow Red Ventures to construct a new road known as Opportunity Drive from the intersection with US 521 to serve the Red Ventures campus. This road would be privately owned and maintained.

Copies of the form and plans for the new roadway are attached as information.

Funding and Liability Factors:

N/A

Council Options:

Adopt or reject the Resolution.

Staff Recommendation:

Adopt the Resolution.

Committee Recommendation:

None; due to end of year time constraints this matter has not gone to the Infrastructure and Regulations Committee. The actual ordinance would go through the normal committee process.

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 0945-R2016

COUNTY OF LANCASTER

)

)

A RESOLUTION

**AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A REQUEST FOR
REMOVAL FROM THE STATE HIGHWAY SYSTEM FOR STATE SECONDARY ROAD
S-29-412 CONSISTING OF CEDARBROOK LANE, FAIRVIEW DRIVE, OVERHILL DRIVE,
AND TANGLEWOOD DRIVE.**

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

Section 1. Approval to Sign Request for Removal from the State Highway System.

The County Administrator and all other appropriate officials of the County are each authorized to sign and execute the Request for Removal from the State Highway System form for State Secondary 412E including the following roads:

Cedarbrook lane

Fairview Drive

Overhill Road

Tanglewood Drive.

Section 2. Intent to Convey.

It is the intent of County Council to convey to Red Ventures this right of way in early 2017 for the purpose of constructing a new roadway, Opportunity Drive. Such conveyance would require a public hearing and adoption of an ordinance.

Section 3. Effective date.

This Resolution is effective upon its adoption.

And it is so resolved, this 12th day of December, 2016

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

Approved as to form:

John Weaver, County Attorney

REQUEST FOR REMOVAL FROM

STATE HIGHWAY SYSTEM

(REVISED 09/2015)

DESCRIPTION OF SECTION OF ROAD TO BE REMOVED

COUNTY: Lancaster

ROAD NUMBER: S-412E

ROAD NAME:

Overhill Dr/Fairview Dr/
Tanglewood Dr/
Cedarbrook Ln

LENGTH TO BE REMOVED: 0.43 MILES

BEGINNING POINT: Intersection of US 521/Overhill Dr ENDING POINT: End of S-412E

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

The portion of road to be abandoned is all of S-412E which is comprised of the connecting roads of Overhill Drive, Fairview Drive, Cedarbrook Lane, and Tanglewood Drive in Lancaster County, adjacent to US 521.

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY BY OTHER ENTITY OR PERSON

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. IF THIS ENTITY IS NOT A GOVERNMENTAL ENTITY, A LETTER FROM THE COUNTY OR MUNICIPALITY STATING THAT THEY REFUSE TO ACCEPT MAINTENANCE OF THE DESCRIBED ROAD SHOULD BE INCLUDED WITH THIS FORM.

YES ☒ NO ☐ IF YES IS CHECKED AND THE ENTITY OR PERSON BELOW CEASES TO UTILIZE THIS PROPERTY FOR PUBLIC PURPOSES, THEN EITHER THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION MUST BE COMPENSATED FAIR MARKET VALUE BY THE ENTITY OR PERSON OR THE PROPERTY WILL REVERT TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, WHO WILL HAVE THE RIGHT TO RE-ENTER AND TAKE POSSESSION OF THE PROPERTY FREE OF ALL RESTRICTIONS AND RESTRAINTS.

NAME / ENTITY: Lancaster County - Steve Willis

PLEASE TYPE OR PRINT

TITLE: Lancaster County Administrator

PLEASE TYPE OR PRINT

SIGNED: _____

DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF PLANNING

955 PARK STREET - ROOM 515, P.O. BOX 191

COLUMBIA, S.C. 29202

BASIS FOR REMOVAL
(TO BE COMPLETED BY SCDOT)

CHECK ONE OF THE (3) THREE OPTIONS BELOW AND COMPLETE:

1. ☐ ABANDONMENT OF SECTION OF RELOCATED HIGHWAY

2. ☐ DELETION AND REMOVAL OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ROADS TO BE ADDED IN SWAP OF MILES:

<u>ROADS NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	(_____ X _____ / _____)	=	_____	_____
_____	(_____ X _____ / _____)	=	_____	_____

ROADS TO BE DELETED IN SWAP OF MILES:

<u>ROADS NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	(_____ X _____ / _____)	=	_____	_____
_____	(_____ X _____ / _____)	=	_____	_____

NOTE: ROADS TO BE ADDED MUST BE OF HIGHER TRAFFIC IMPORTANCE THAN ROADS TO BE DELETED AS DETERMINED BY THE CALCULATIONS ABOVE.

3. ☐ DELETION AND REMOVAL OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

Or

☐ ABANDONMENT OF RIGHT-OF-WAY - (REMOVAL OF ROADS FROM STATE HWY. SYSTEM ONLY)

DETERMINATION OF RIGHT-OF-WAY NEED (CHECK APPROPRIATE BOX(ES) BELOW)

YES NO

- ☐ ☐ PROPERTY IS REQUIRED FOR SCDOT RIGHT-OF-WAY ¹
- ☐ ☐ PROPERTY IS REQUIRED FOR DEPARTMENT PURPOSES ¹
- ☐ ☐ ABANDONMENT IS IN THE INTEREST OF THE PUBLIC AND SCDOT
- ☐ ☐ ABANDONMENT ADVERSELY AFFECTS THE INDIVIDUAL RIGHTS OF OTHERS

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS:

ADDITIONAL COMMENTS:

¹ A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS MUST BE INCLUDED.

REQUEST SUBMITTED BY: _____ DATE: _____

CONCURRENCE BY: _____ DATE: _____

FOR PRIMARY ROUTES ONLY:

APPROVAL BY: _____ DATE: _____

DIRECTOR OF PLANNING



PRELIMINARY DOCUMENTS

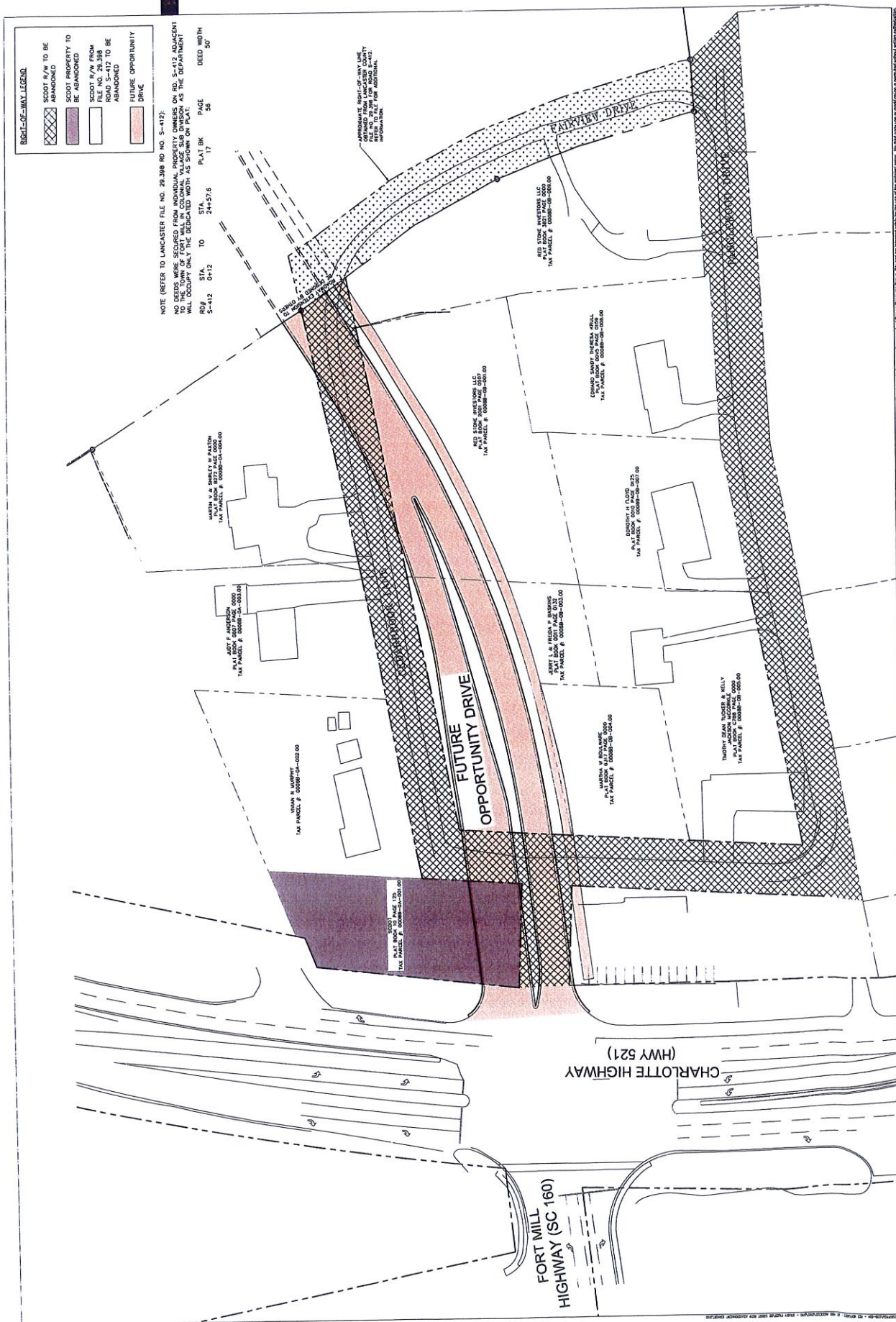
RED VENTURES, INC.
1101 RED VENTURES DR.
FORT MILL, SC 29707
704.971.2300

RIGHT-OF-WAY
ABANDONMENT
EXHIBIT



PROJECT #:
DRAWN BY:
CHECKED BY:

EX1.00



Agenda Item Summary

Ordinance # / Resolution#: Resolution 0946-R2016
Contact Person / Sponsor: Darren Player
Department: County Fire Rescue
Date Requested to be on Agenda: December 14, 2016

Issue for Consideration:

Disposal of certain fire apparatus which are surplus to the needs of Lancaster County.

Points to Consider:

The apparatus has been replaced with new apparatus. The Fire Commission has recommended disposal.

The disposal method will be to utilize a used fire apparatus consultant that specializes in used fire equipment and offer the apparatus for sale at fair market value.

The Fire Commission has a recommended use for the funds; however, the Public Safety and Administration Committees have not yet approved this component.

The Resolution would approve of the disposal of the apparatus and reserve the proceeds. It does NOT authorize any disbursement of the funds.

Funding and Liability Factors:

No funding is approved at this time.

Council Options:

Approve or deny the Resolution.

Staff Recommendation:

Approval of the Resolution.

Committee Recommendation:

Favorable from the Public Safety Committee ONLY for the disposal of the surplus apparatus.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

RESOLUTION NO. 0946-R2016

A RESOLUTION

APPROVING THE REMOVAL OF CERTAIN FIRE APPARATUS FROM THE COUNTY VEHICLE FLEET; APPROVING THE DISPOSAL OF THE APPARATUS BY WAY OF APPARATUS CONSULTANT; AND RESERVING THE PROCEEDS FROM THE SALE.

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

Section 1. Removal of Certain Fire apparatus from the County Fleet.

Pursuant to the recommendation of the Lancaster County Fire Commission, the following fire apparatus are removed from the county fleet; having been replaced with new apparatus:

1987 E-One Engine 1602	1GDL7D1G5HV504307
1987 E-One Engine 702	1GDL7D1G5HV504286
1987 E-One Engine Spare	1GDL7D1G5HV504322
1987 E-One Engine 1802	1GDL7D1G5HV504403
1993 E-One Engine 802	1GDP7HIJ6PJ503998
1993 E-One Engine 1202	1GDP7HIJ4PJ503689
1993 E-One Engine 402	1GDP7HIJ0PJ503835
1993 E-One Engine 102	1GDP7HIJ3PJ503943
1993 E-One Engine 302	1GDP7HIJ1PJ503746
1987 Grumman Engine 1702	1FDPK84N0HVA16155
1998 KME Tanker 1021	1FDYF80E1WVA19112
1998 KME Tanker 1922	1FDYF80E3WVA19113
1995 Ford E-350 Rescue	1FDKE30F0SHC05432
1995 Ford F-350 Rescue	1FDKE30F4SHC05434

Section 2. **Approval to Sell Via Used Fire Apparatus Consultant.**

The fire apparatus listed above shall be sold utilizing a used fire apparatus consultant with a fair market value pricing.

Section 3. ***Proceeds from the Sale of Apparatus.***

Pending further recommendation of the Public Safety and Administration Committees, the proceeds from the sale of the fire apparatus shall be held until such time as the County Council determines how the proceeds shall be utilized.

Section 4. ***Further acts.***

The Council Chair, County Administrator, County Attorney, Fire Rescue Director and all other appropriate officials of the County are each authorized and directed to do any and all things necessary to effect the disposal of the fire apparatus.

Section 5. **Effective date.**

This Resolution is effective upon its adoption.

(The remainder of this page is blank)

And it is so resolved, this 12th day of December, 2016

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

Approved as to form:

John Weaver, County Attorney

FOR SALE \$20,000.00

Lancaster County Fire Rescue

**1987 E-ONE GMC ENGINE
DIESEL**

VIN#1GDL7D1G5HV5504307

GVWR 28,000

1000 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 25015



FOR SALE \$20,000.00

Lancaster County Fire Rescue

**1987 E-ONE GMC ENGINE
DIESEL**

VIN#1GDL7D1G1HV504286

GVWR 28,000

1000 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 18927



ITEM FOR SALE Spare

FOR SALE \$20,000.00

Lancaster County Fire Rescue

1987 E-ONE GMC ENGINE
DIESEL

VIN#1GDL7D1G1HV504322

GVWR 28,000

1000 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 21845



FOR SALE \$20,000.00

Lancaster County Fire Rescue

**1987 E-ONE GMC ENGINE
DIESEL**

VIN#1GDL7D1G1HV504403

GVWR 28,000

1000 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 33514



FOR SALE \$30,000.00

Lancaster County Fire Rescue

**1993 E-ONE GMC ENGINE
DIESEL**

VIN#1GDP7HIJ6PJ503998

GVWR 35,000

1250 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 46747 HOURS 3276



FOR SALE \$30,000.00

Lancaster County Fire Rescue

1993 E-ONE GMC ENGINE
DIESEL

VIN#1GDP7HIJ4PJ503689

GVWR 35,000

1250 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 26795 HOURS 2197



FOR SALE \$30,000.00

Lancaster County Fire Rescue

1993 E-ONE GMC ENGINE
DIESEL

VIN#1GDP7HIJ0PJ503835

GVWR 35,000

1250 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 14642 HOURS 906



FOR SALE \$30,000.00

Lancaster County Fire Rescue

1993 E-ONE GMC ENGINE
DIESEL

VIN#1GDP7H1J3PJ503943

GVWR 35,000

1250 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 14642 HOURS 906



FOR SALE \$30,000.00

Lancaster County Fire Rescue

1993 E-ONE GMC ENGINE
DIESEL

VIN#1GDP7H1J1PJ503746

GVWR 35,000

1250 GPM HALE PUMP

1000 Gallon Water Tank

MILEAGE 12182 HOURS 846



FOR SALE \$15,000.00

Lancaster County Fire Rescue

**1987 GRUMMAN FORD ENGINE
DIESEL**

VIN#1FDPK84N0HVA16155

GVWR 28,000

1000 GPM Waterous PUMP

750 Gallon Water Tank

MILEAGE 21695

**** DRIVE SHAFT SHEARED AT GEAR BOX ****



FOR SALE \$55,000.00

Lancaster County Fire Rescue

1998 KME FORD TANKER
DIESEL

VIN#1FDYF80E1WVA19112

GVWR 35,000

250 GPM HALE PUMP

1500 Gallon Water Tank

MILEAGE 10247 HOURS 1041



FOR SALE \$55,000.00

Lancaster County Fire Rescue

1998 KME FORD TANKER
DIESEL

VIN#1FDYF80E3WVA19113

GVWR 35,000

250 GPM HALE PUMP

1500 Gallon Water Tank

MILEAGE 5108 HOURS 455



FOR SALE \$13,000.00

Lancaster County Fire Rescue

1995 FORD E-350

DIESEL

VIN#1FDKE30F0SHC05432

GVWR 11,500

MILEAGE 188430



FOR SALE \$13,000.00

Lancaster County Fire Rescue

1995 FORD E-350

DIESEL

VIN#1FDKE30F4SHC05434

GVWR 11,500

MILEAGE 184725

**** OIL LEAK ****



Agenda Item Summary

Resolution No.: 0947 – R2016

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: November 28, 2016

Committee: None. Considered by Council in Executive Session

Issue for Consideration: Whether or not it is appropriate for County Council to consider passage of this Resolution that will settle and resolve the issue of ownership of the stormwater infrastructure in the public roadways of Sun City Carolina Lakes.

Points to Consider: The issue of stormwater infrastructure has been lingering for several years. Within the past six weeks, negotiations have culminated in the Settlement Agreement that is attached to the Resolution.

Funding and Liability Factors: While the County will be accepting the roads and underlying stormwater infrastructure throughout the public roadways in Sun City Carolina Lakes, the developer, Pulte, has extended the warranties on both the roads/stormwater infrastructure and has provided Letters of Credit that will guarantee performance during the warranty periods. .

Council Options: Approve or reject the Resolution.

Recommendation: The Administrator and Director of Public Works recommend approval.

STATE OF SOUTH CAROLINA

RESOLUTION NO.: 0947 – R2016

COUNTY OF LANCASTER

A RESOLUTION

TO RESOLVE AND SETTLE THOSE DIFFERENCES AND DISPUTES THAT HAVE ARISEN OVER A PERIOD OF TIME BETWEEN LANCASTER COUNTY AND PULTE HOME CORPORATION (PULTE) CONCERNING THE PUBLIC ROADS AND UNDERLYING STORMWATER INFRASTRUCTURE LOCATED WITHIN THE SUN CITY CAROLINA LAKES (SCCL) RESIDENTIAL SUBDIVISION.

WHEREAS, On November 28, 2005, Lancaster County Council passed Ordinance No. 685, local legislation that approved the terms and conditions of a Development Agreement between Lancaster County, Pulte and other third-parties not impacted by this Resolution, said Development Agreement being recorded in the office of the Lancaster County Register of Deeds on January 20, 2006 in Deed Book 318, Page 101; and

WHEREAS, differing opinions and interpretations involving certain paragraphs in the Development Agreement have arisen between Lancaster County and Pulte regarding the ownership and responsibility to maintain the stormwater infrastructure within the dedicated right-of-ways of the roads in the Sun City Carolina Lakes community; and

WHEREAS, ON December 7, 2014, Lancaster County Council approved and adopted Resolution 0860-R2014, which provided that the County would not accept any further roads within Sun City Carolina Lakes into the County road system unless it was provided access and unlimited road testing authority as to such roads; and

WHEREAS, Lancaster County and Pulte have set aside and resolved their differences, all as set forth in the attached Settlement Agreement that is attached hereto and incorporated herein by reference as fully as if repeated verbatim; and

WHEREAS, Lancaster County Council has reviewed and approved the terms and conditions as set forth therein and finds that this agreement and resolution of the issues are fair and equitable and in the best interests of the citizens and residents of Lancaster County.

THEREFORE, BE IT RESOLVED that:

1. By the passage of this Resolution, Resolution 0860-R2014 hereby is rescinded in full and is deemed to be of no further effect or consequence;
2. The Settlement Agreement attached hereto and incorporated herein by reference, once executed by authorized representatives of both Lancaster County and Pulte, is acceptable and approved by Lancaster County Council. The Lancaster County Administrator is authorized to execute the Agreement as evidence of Lancaster County's concurrence.
3. This Resolution shall be effective upon its adoption.

AND IT IS SO RESOLVED

Dated this ____ day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered effective as of December 12, 2016 (the "Effective Date") between Pulte Home Corporation, a Michigan corporation ("Pulte"), and Lancaster County, a body politic and political subdivision of the State of South Carolina ("Lancaster County" or the "County"). Pulte and Lancaster County may be referred to collectively herein as the "Parties," and each may be referred to individually as a "Party."

RECITALS

WHEREAS, Pulte is the developer of a residential community located in Lancaster County commonly known as Sun City Carolina Lakes, which contains approximately 1,560 acres of land and 3,160 homes within an age-restricted community ("Sun City");

WHEREAS, Pulte and Lancaster County entered into a Development Agreement dated as of December 7, 2005 regarding the development of Sun City (as amended, the "Development Agreement");

WHEREAS, the Development Agreement imposes certain obligations on Pulte to construct public roads and related storm water infrastructure within Sun City;

WHEREAS, the Development Agreement imposes certain obligations on the County to accept public roads for dedication (including maintenance) once they have been constructed by Pulte;

WHEREAS, Pulte has constructed or caused to be constructed and has tendered to the County, and the County has accepted for dedication, a number of public roads within Sun City, including, without limitation, those roads described in the following conveyances recorded in the Lancaster County Registry of Deeds (the "Registry"): (a) Limited Warranty Deed (Dedication of Roads) dated January 24, 2011, and recorded February 2, 2011 in Deed Book 599 at Page 302 of the Registry; (b) Limited Warranty Deed (Dedication of Roads) dated September 19, 2013, and recorded September 30, 2013 in Deed Book 757 at Page 288 of the Registry; (c) Limited Warranty Deed (Dedication of Roads) dated December 20, 2013, and recorded January 10, 2014 in Deed Book 776 at Page 10 of the Registry; (d) Limited Warranty Deed (Dedication of Roads) dated September 29, 2014, and recorded October 29, 2014 in Deed Book 828 at Page 257 of the Registry; (e) Quitclaim Deed (Dedication of Roads) dated October 8, 2014, and recorded October 29, 2014 in Deed Book 828 at Page 264 of the Registry; and (f) Limited Warranty Deed (Dedication of Roads) dated January 12, 2015, and recorded January 15, 2015 in Deed Book 844 at Page 184 of the Registry (these and all other public roads in Sun City which have been constructed or caused to be constructed by Pulte and have been accepted by the County are referred to collectively as the "Accepted Roads");

WHEREAS, the remaining intended public roads in Sun City which have or will be constructed or caused to be constructed by Pulte and which have not been accepted for dedication by the County are referred to collectively as the "Remaining Roads";

WHEREAS, certain disputes have arisen between the Parties under the Development Agreement regarding the following: (a) the terms and conditions upon which the County is obligated to accept the Remaining Roads; (b) the condition of the storm water infrastructure within the rights-of-way of the Accepted Roads and the Remaining Roads; (c) whether the County or Pulte is obligated to maintain storm water infrastructure within the rights-of-way of the Accepted Roads and the Remaining Roads once the Remaining Roads are accepted by the County; and (d) the propriety and effect of Resolution No. 0860-R2014 adopted by the Lancaster County Council on December 9, 2014, regarding acceptance of additional roads in Sun City by the County (collectively, the "Disputes");

WHEREAS, without limiting the generality of the foregoing, the Disputes are described in, without limitation, the following correspondence between Pulte and the County: (a) letter dated September 18, 2014, from Jeff Catoe of the County to Brett Manery of Pulte; (b) letter dated September 29, 2014, from Joshua B. Vann, attorney for Pulte, to Jeff Catoe; (c) letter dated May 7, 2015, from County Attorney John L. Weaver to Joshua B. Vann; (d) letter dated July 6, 2015, from Joshua B. Vann to John L. Weaver; (e) letter dated October 21, 2016, from John L. Weaver to Joshua B. Vann; and (f) letter dated November 15, 2016, from Daniel J. Ballou, counsel for Pulte, to John L. Weaver; and

WHEREAS, the Parties desire to resolve the Disputes between them in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Rescission of the Resolution. At the December 12, 2016, meeting of Lancaster County Council, the County will formally rescind the Resolution and approve and adopt this Agreement.
2. Infrastructure Within Accepted Roads. Pulte warrants that the original construction of the storm water infrastructure within the Accepted Roads rights-of-way will comply with the Construction Standards (defined below) for a period of one (1) year from December 1, 2016, subject to the other warranty conditions and limitations in Section 4 below.
3. Remaining Roads. The County will accept the Remaining Roads (including storm water infrastructure within the road rights-of-way) within Pod V of Sun City for dedication on or before December 31, 2016. The County will accept the balance of the Remaining Roads (including storm water infrastructure within the road rights-of-way) for dedication within 30 days of completion and tender by Pulte. To the extent the Remaining Roads (including the storm water infrastructure within the Remaining Roads rights-of-way) are accepted by the County as set forth herein, Pulte warrants that the original construction of the Remaining Roads (including the storm water infrastructure within the Remaining Roads rights-of-way) will comply with the Construction Standards (as defined below) for a period of three (3) years from December 31, 2016, subject to the other warranty conditions and limitations in Section 4 below.

4. Warranty. To the extent the County accepts the Remaining Roads as required by Section 3, Pulte warrants that the Remaining Roads, the storm water infrastructure within the rights-of-way of the Remaining Roads, and the storm water infrastructure within the Accepted Roads (collectively, the "Road/Storm Water Improvements") conform with the construction standards existing under the Unified Development Ordinance of Lancaster County, Ordinance No. 309, as amended through December 7, 2005, excepting the following: (a) normal wear and tear; (b) damage caused by others not under Pulte's control, including, without limitation, defects in roadways caused by the failure of other utilities or infrastructure not constructed by Pulte; and (c) acts of God / force majeure events beyond normally expected rainfall (the "Construction Standards"). This warranty of compliance with the Construction Standards is the sole and exclusive warranty, representation, or obligation made or undertaken by Pulte regarding the Road/Storm Water Improvements.

5. No Known Repairs Needed. The County represents and warrants that as of the Effective Date, it is not aware of any outstanding damage, defects or deficiencies regarding the Road/Storm Water Improvements, except as have been specifically identified on the list attached hereto as Exhibit A.

6. Letters of Credit:

(a) Pulte will post a Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) to secure performance of its warranty obligations as to the storm water infrastructure within the Accepted Roads. This Letter of Credit and Pulte's warranty obligations for the storm water infrastructure within the Accepted Roads rights-of-way shall terminate on December 1, 2017.

(b) Pulte will post a separate Letter of Credit in the amount of One Million Dollars (\$1,000,000.00) to secure performance of its warranty obligations as to the Remaining Roads and the storm water infrastructure within the Remaining Roads rights-of-way. This Letter of Credit and Pulte's warranty obligations for the Remaining Roads and the storm water infrastructure within the Remaining Roads rights-of-way shall terminate on December 31, 2019.

(c) The above Letters of Credit shall be issued by a bank ("Issuing Bank") having a physical location within fifty (50) miles of the Sun City Carolina Lakes community.

(d) The County agrees to provide Pulte with written notice of any claimed breach of the Construction Standards within fourteen (14) days after the County first knows or reasonably should know of the breach, and within the applicable warranty period, and Pulte shall have an opportunity to cure or object to such claimed breach within sixty (60) days of receipt of such written notice, before the County can draw on the Letters of Credit. In the event a breach is of such magnitude as to prevent access by Lancaster County fire, medical or sheriff emergency vehicles on either of the two primary entrances to the Sun City community (Del Webb Boulevard and Sun City Boulevard), Pulte will commence corrective action within three (3) business days after receipt of written notice from the County and thereafter continue corrective action to restore such access.

(e) In the event the County has provided written notice of a breach of the Construction Standards as required herein, and there is a dispute between the County and Pulte as to the existence of a breach of the Construction Standards or the scope of work necessary to cure such breach, prior to the County's exercise of any rights against the Letters of Credit, either Party may notify the other of the dispute in writing (the "Dispute Notice"). If the parties have not been able to resolve such dispute within thirty (30) days of the Dispute Notice, the County will, at its expense, appoint an independent professional engineer licensed in the state of South Carolina to evaluate the dispute. Within ten (10) days after such appointment by the County, Pulte will, at its expense, appoint a separate independent South Carolina licensed engineer to evaluate the dispute. The two engineers so appointed shall, within a reasonable time thereafter, then agree upon and appoint a third independent South Carolina licensed engineer. Within thirty (30) days after their appointment, the panel of three engineers shall then determine whether there has been a breach of the Construction Standards, and if so, the scope of repair required to correct such breach. The panel of engineers shall not be empowered to determine any other matters. At least two of the three appointed engineers are required to concur regarding a decision in such matters. The parties agree to: (i) share the cost of the third independent engineer equally, (ii) provide such non-privileged information in the parties' possession as may be reasonably requested by the engineers to aid in their determination; and (iii) abide by the determination of the majority of the appointed engineers regarding the matters they are authorized to determine. In the event that the engineers determine there has been a breach of the Construction Standards, the County shall allow Pulte at least thirty (30) days to carry out the scope of repair determined by the engineers before the County may draw on the Letters of Credit, and shall allow Pulte a longer period if the scope of repair reasonably requires more than 30 days and Pulte commences the repairs within such 30-day period and thereafter pursues them to completion.

(f) The sole conditions to draw on the Letters of Credit shall be the presentation to the Issuing Bank of a certification executed and submitted by the County, stating either that (i) "Lancaster County (the "County") has given Pulte Home Corporation written notice of a breach of the Construction Standards (as defined in the Settlement Agreement dated December 12, 2016, executed by Pulte and the County ("Agreement")) and Pulte has failed to cure or object to the claimed breach within the time period provided in the Agreement"; or (ii) "the Letter of Credit is expiring on the date of presentation and a renewal or replacement Letter of Credit has not been delivered by Pulte to the County prior to the date of the certification."

7. Acknowledgement of Ownership and Repair Obligations. The County acknowledges that:

- (a) It owns and is obligated to repair and maintain the Accepted Roads;
- (b) It owns the storm water infrastructure within the rights-of-way of the Accepted Roads;

(c) It is obligated to repair and maintain the storm water infrastructure within the rights-of-way of the Accepted Roads, except to the extent of Pulte's warranty and repair obligations under this Agreement;

(d) Upon its acceptance for dedication of the Remaining Roads, the County will own the Remaining Roads and the storm water infrastructure within the rights-of-way of the Remaining Roads;

(e) Upon its acceptance for dedication of the Remaining Roads, the County will be obligated to repair and maintain the Remaining Roads and the storm water infrastructure within the rights-of-way of the Remaining Roads, except to the extent of Pulte's warranty and repair obligations under this Agreement.

8. Mutual Release of Claims. The Parties hereby release each other and each other's agents, employees, representatives, parent companies, affiliates, subsidiaries, successors and assigns from and against any and all claims, demands, actions, causes of action, damages, judgments, losses, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising at law, in equity, by contract, under statute, or otherwise, arising from the beginning of time through the Effective Date, that arise from or relate to the Disputes; provided, however, that nothing herein shall be construed as a release of any rights or claims arising under this Agreement.

9. Additional Representations and Warranties. Each Party represents and warrants: (a) that such Party is authorized to enter into this Agreement; (b) that the terms of this Agreement are contractual, and are the result of negotiation between the Parties; (c) that there are no representations or promises made to such Party by the other Party outside the terms of this Agreement that have induced such Party to sign this Agreement; (d) that this Agreement has been carefully read by such Party, is understood by such Party, and is signed freely by such Party after the opportunity for consultation with legal counsel of such Party's own choosing; (e) that such Party has had the full and complete opportunity to investigate the facts underlying this Agreement, is relying on such Party's own investigation of such facts in entering into this Agreement, and assumes the risk of facts which may be unknown to such Party following such investigation; and (f) that such Party has not assigned, transferred, or conveyed in any manner any claims or rights released by this Agreement. In addition, each individual who signs this Agreement on behalf of a Party warrants and represents that such individual has authority to sign on behalf of such Party.

10. Costs and Expenses. Except as otherwise provided herein, the Parties shall bear their own costs, expenses, and attorneys' fees relating to the resolution of the Disputes and the negotiation, drafting, and execution of this Agreement. If either Party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party the court costs and reasonable attorneys' fees incurred by the prevailing Party in connection with such proceedings. The court in such proceedings shall determine the prevailing Party based on the surrounding facts and circumstances, such as comparing the relief requested with that awarded, and not solely by whether such Party receives an affirmative monetary recovery in its favor. The court shall also fix the attorneys' fees and costs awarded to the prevailing Party.

11. Effect on Development Agreement. To the extent that the terms of this Agreement conflict with the terms of the Development Agreement, the terms of this Agreement shall control. Except to the extent its terms are inconsistent with the terms of this Agreement, the Development Agreement is reaffirmed and shall remain in full force and effect. The Parties agree and stipulate that this Agreement does not constitute a major modification of the Development Agreement under S.C. Code Ann. § 6-31-60(B) (1976, as amended).

12. Conditions to Effectiveness. This Agreement shall have no force or effect, and shall impose no binding obligation on either Party, unless it is executed by both Parties and approved by the Lancaster County Council. Upon the occurrence of such conditions, this Agreement shall become effective as of the Effective Date.

13. Miscellaneous. This Agreement is entered in compromise of disputed claims, and shall not be construed as an admission of liability by either Party to the other Party or to any other person or entity. This Agreement shall be binding on the Parties and their respective successors and assigns. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties relative to the matters referenced herein. All prior discussions, negotiations, and agreements concerning said matters are merged and integrated into this Agreement. This Agreement may not be amended orally, and may only be amended in a writing signed by both Parties. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina as they are applied to contracts made and to be wholly performed in that State, without regard to any choice of law rules to the contrary. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one instrument. The Parties agree that faxed or electronically scanned signatures shall be sufficient for the execution and delivery of this Agreement.

14. Notices. Any and all notices or other communications required or permitted to be given under this Agreement shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, (iii) hand delivered, or (iv) sent by facsimile transmission with a hard copy sent on the same day by a nationally recognized overnight courier. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service, facsimile, courier or hand delivery. All notices shall be addressed to the following addresses:

To Pulte: Cisco Garcia
Pulte Home Corporation
11121 Carmel Commons Blvd, Suite 450
Charlotte, North Carolina 28202
Fax: (704) 543-6630

With a copy to: Daniel J. Ballou
Morton & Gettys, LLC
331 E. Main Street, Suite 300
Rock Hill, South Carolina 29731
Fax: (803) 366-4076

To the County: Steve Willis
Lancaster County Administrator
Administration Building
101 N. Main Street, 2nd floor
Lancaster, South Carolina 29721
Fax: (803) 285-3361

With a copy to: John Weaver
Lancaster County Attorney
Administration Building
101 N. Main Street, 2nd floor
Lancaster, South Carolina 29721
Fax: (803) 285-3361

Either party may from time to time change the address to which such notices or communications may be delivered or sent by giving the other party at least ten (10) days' prior written notice of such change.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

[Signatures of Parties on following page]

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Name: _____
Title: _____

LANCASTER COUNTY,
a body politic and political subdivision of the
State of South Carolina

By: _____
Name: _____
Title: _____

EXHIBIT A

This exhibit will be available online and distributed on or before the Council Meeting

Agenda Item Summary

Resolution No.: 0948 – R2016

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: November 28, 2016

Committee: None.

JLW

Issue for Consideration: Whether or not it is appropriate for County Council to consider passage of this Resolution that will add to the Master Multi-County Park Agreement an industrial parcel located in Chesterfield County?

Points to Consider: No significant considerations. This is the standard Resolution that either Lancaster County or Chesterfield County considers when the other county is adding parcel(s) subject to its fee agreements.

Funding and Liability Factors: Lancaster County will receive 1% of the fee derived from this parcel being included in the Master Multi-County Park.

Council Options: Approve or reject the Resolution.

Recommendation: Approval

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0948 - R2016

A RESOLUTION TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY, DATED AS OF DECEMBER 9, 2013, AND AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, SO AS TO ADD TO THE AGREEMENT PROPERTY OF A.O. SMITH CORPORATION LOCATED IN CHESTERFIELD COUNTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Chesterfield County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park"); and

(2) Chesterfield County and Lancaster County, South Carolina ("Lancaster County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Chesterfield County and Lancaster County pursuant to Ordinance No. 14-15-20, enacted by Chesterfield County Council on November 4, 2015, and Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement"); and

(4) The Amended and Restated Park Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County.

(b) It is the purpose of this ordinance to approve the addition of the following property to the Amended and Restated Park Agreement: Property known as A.O. Smith Corporation located in Chesterfield County.

Section 2. **Approval of amendment.**

Council approves the amendment of Exhibit B (Chesterfield County) of the Amended and Restated Master Multi-County Park Agreement dated November 9, 2015 to read:

EXHIBIT B (Chesterfield County)
Chesterfield County Property

755 State Road S-13-680

<u>Tax Map No.</u>	<u>Owner</u>
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

<u>Tax Map No.</u>	<u>Owner</u>
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

<u>Tax Map No.</u>	<u>Owner</u>
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

<u>Tax Map No.</u>	<u>Owner</u>
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

<u>Tax Map No.</u>	<u>Owner</u>
32-7	Conbraco Industries, Inc.

3.14 acres, Hwy. 1

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-2	Carolina Cannery, Inc.

Andrew Bloomfield Home Place

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-1	Carolina Canners, Inc.
<u>14.94 acres, U.S. Highway 52</u>	
<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-3	Carolina Canners, Inc.
<u>S. C. Highway 9</u>	
<u>Tax Map No.</u>	<u>Owner</u>
258-14-4-1	Highland Industries, Inc.
<u>North of Evans Row Road</u>	
<u>Tax Map No.</u>	<u>Owner</u>
259-12-4-7	Schaeffler Group
<u>S.C. Highway S-13-388 and Oak Street</u>	
<u>Tax Map No.</u>	<u>Owner</u>
259-1	Schaeffler Group
<u>22.84 Acres West of Town of Cheraw</u>	
<u>Tax Map No.</u>	<u>Owner</u>
244-10	Schaeffler Group
<u>U.S. Highway 1, Northeast of Town of McBee</u>	
<u>Tax Map No.</u>	<u>Owner</u>
120-1, 120-12 and 120-14	A.O. Smith Corporation

Section 3. Preparation of amended Park Agreement.

Upon passage of this resolution, and an ordinance of Chesterfield County, approving the addition of the property identified in this ordinance, the County Administrator of Chesterfield County shall cause to be prepared an amended and restated Park Agreement with Exhibit B (Chesterfield County) revised as set forth in Section 2 of this ordinance. A copy of the amended and restated Park Agreement with a revised Exhibit B (Chesterfield County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Chesterfield County and Lancaster County.

Section 4. Conflicting provisions.

To the extent this resolution contains provisions that conflict with provisions contained elsewhere in the

Chesterfield County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this resolution supersede all other provisions and this ordinance is controlling.

Section 5. Severability.

If any section of this resolution is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this resolution which is not itself void or invalid.

Section 6. Effective Date.

This resolution is effective upon passage by Council.

AND IT IS SO RESOLVED

Dated this 12th day of December, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	December 12, 2016

Issue for Consideration:

Approval of pass through grant to the South Carolina Battlefield Preservation Trust.

Points to Consider:

As we did with the Battle of Hanging Rock site, Lancaster County would serve as the pass through local government entity for the Buford Massacre – Battle of the Waxhaws site.

As with the Hanging Rock site, the South Carolina Battlefield Preservation Trust would work with the Katawba Valley Land Trust to perpetually preserve the site.

This is a voluntary sale from Hopewell United Methodist Church.

Funding and Liability Factors:

\$159,390.80 in federal funds; no local grant match.

Council Options:

Approve a motion authorizing the County Administrator to execute the grant and return the application to the US Department of the Interior or reject the grant.

Staff Recommendation:

Approve the motion.

Committee Recommendation:

Due to time constraints in returning the grant this has not been through a committee.



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, DC 20240

H36(2287)

Mr. Steve Willis
County Administrator
Lancaster County
101 N Main Street
Lancaster, SC 29720-2409

DEC 01 2010

Dear Mr. Willis,

Enclosed are two copies of the Grant Agreement for your Battlefield Land Acquisition Grant (P16AP00442), administered by the National Park Service (NPS), for acquisition of the *Hopewell UMC Tract at Waxhaws Battlefield*. Please have the appropriate official of your organization sign and return the items listed below as soon as possible to facilitate the timely obligation and availability of these funds.

1. Two Copies of the Grant Agreement. Both copies of the enclosed agreement must be signed and returned. NPS will then countersign both copies, keep one, and return the other signed copy to you for your files.
2. SF-424B Non-Construction Assurances.
3. DI-2010 Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.

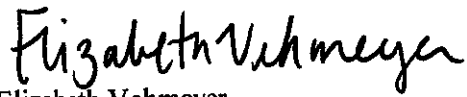
Please read the entire grant agreement carefully. Among the major provisions are Condition #4, the requirement for eligible nonfederal matching share to be expended during the grant period in an amount equal to the Federal share of the grant award; Condition #7, requiring the submission of Interim Progress Reports and Final Project Report within 90 days of the closing date of the grant; Condition #15, outlining the NPS-approved scope of work and work/cost breakdown; Condition #18, requiring an approved appraisal written in conformance with the 2000 edition of the *Uniform Appraisal Standards for Federal Land Acquisitions*; Condition #19, prohibiting conversion of the land to any use other than that of the preservation of battlefield land; Condition #20, requiring an easement; Condition #21, outlining the documentation required by NPS to release grant funds; and Condition #22, outlining the documentation required by NPS to close out the grant.

**For USPS, Fed Ex, UPS, and DHL,
please send to:**

Elizabeth Vehmeyer
American Battlefield Protection Program
National Park Service
1201 Eye Street, NW (6th Floor)
Washington, DC 20005

If you have any questions about the agreement, please contact me at (202) 354-2215 or elizabeth_vehmeyer@nps.gov. Thanks in advance for your attention to this letter, and we look forward to working with your office on the successful completion of this grant.

Sincerely,

A handwritten signature in black ink that reads "Elizabeth Vehmeyer". The script is cursive and fluid, with the first name and last name clearly legible.

Elizabeth Vehmeyer
Archeologist and Grants Specialist
American Battlefield Protection Program

Enclosures



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, DC 20240

Grant Agreement No. P16AP00442 Battlefield Land Acquisition Grant – Waxhaws, SC CFDA: 15.928

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement monies appropriated from the Land and Water Conservation Fund for the acquisition of Civil War Battlefield land in the amount of **\$159,390.80** by Public Law 113-235, making Department of the Interior appropriations for Fiscal Year 2015. The term of this grant agreement is:

Beginning Date: September 1, 2016

Ending Date: August 31, 2018

In accepting this grant, evidenced by signature below, the **County of Lancaster, SC** agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in Office of Management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR, Part 200. These requirements are hereby incorporated by reference into this grant agreement. In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying purposes as defined in the special conditions contained on the following pages. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

In witness thereof, the parties have executed this grant agreement as of the date entered below:

COUNTY OF LANCASTER, SC

NATIONAL PARK SERVICE

Authorized Representative

Chief, American Battlefield Protection Program

Date signed

Date signed

Attachments:

- ☒ Budget Changes/Special Grant Conditions
- ☒ Interim Progress Report form for use later in the grant
- ☒ Final Progress Report format for use later in the grant
- ☒ SF 425 Federal Financial Report form for use later in the grant

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00442	September 1, 2016	August 31, 2018

NPS enters into this Agreement pursuant to 54 U.S.C. §308103 Battlefield Land Acquisition Grants. The terms of the grant award include the following special conditions necessary to obtain the objectives of the grant, facilitate administration of the grant, and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions and the requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Part 200) will cause disallowance of costs incurred under the grant. In addition to other lawful remedies, in the event of noncompliance with any grant conditions, the grant may be suspended, terminated or annulled pursuant to 2 CFR 200.338.

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement. The grantee must administer this grant award free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by 43 CFR 12.76.

Special Condition #1, Limitations on Grant Expenditures. The term of availability of these grant funds is from September 1, 2016, through August 31, 2018. All costs incurred must be billed to NPS by November 30, 2018. Expenses charged to this grant may not be incurred prior to the beginning date specified above, or subsequent to the grant end date specified above (unless the Grant Agreement's end date is formally extended in writing by NPS). Such expenditures may not exceed the maximum limits shown on this grant award, or amendments subsequently approved in writing by NPS. The grantee assumes fiscal liability, without recourse to NPS, for commitments that exceed the funds provided in the Grant Agreement.

Special Condition #2, Preagreement Costs. Preagreement costs consist of grant-related costs incurred prior to the start date of this grant agreement. In accordance with 2 CFR 200.458, preagreement costs beginning April 1, 2016, incurred for the acquisition of the Hopewell UMC Tract at Waxhaws Battlefield, are hereby approved. Documentation of these preaward costs must be retained for review by the grantee's financial audit.

Special Condition #3, Allowable Costs: All costs charged to the grant must be directly related to and necessary for the achievement of the approved objectives and budget of this grant, as specified in Grant Condition #15, below, unless an amendment is approved in writing by NPS. Expenses charged must be incurred only for eligible costs in accordance with 2 CFR, Part 200, Subpart E; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

Special Condition #4, Non-Federal Matching Share: At least \$159,390.80 in eligible non-Federal matching contributions that are allowable and properly documented in accordance with 2 CFR 200.306 must be used during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

Special Condition #5, Fundraising Costs: In accordance with 2 CFR 200.442, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible non-Federal matching share contributions.

Special Condition #6, Lobbying Prohibitions. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00442	September 1, 2016	August 31, 2018

personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

Special Condition #7, Performance Reports:**A. Interim Progress Report:**

The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- c) The lack of non-Federal matching share to meet the amount required by this Grant Agreement

An acceptable SF-425 Federal Financial Report and Interim Progress Report covering performance on this grant must be submitted by the grantee **semi-annually**. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. Interim reports shall be submitted no later than 30 days after the end of each reporting period, in this semi-annual case, 30 days after 12/31 or by **January 31, 2017; July 31, 2017; January 31, 2018; and July 31, 2018**. All reports shall be submitted via email to the NPS ABPP. Failure to submit an acceptable report by that date may result in suspension of funds or other administrative action.

B. Final Progress Report:

An acceptable Final SF-425 Federal Financial Report and Final Project Report must be submitted within 90 days after the end date of the grant, in this case by **November 30, 2018**. All reports shall be submitted via email to the NPS ABPP. Failure to submit an acceptable progress report by the date specified, and in the format prescribed by NPS, may result in suspension of funds or other action.

Special Condition #8, Prior Approval Requirements: The grantee may not, without written approval by the NPS grant awarding official (that official whose signature/title appears on the grant award document, or his designee), make changes in the approved scope of work or budget that would substantively alter the approved

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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scope of work. The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

Special Condition #9, Debarment and Suspension: In accordance with Executive Order 12549 "Debarment and Suspension" the grantee and its subgrantees must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

Special Condition #10, Financial Audit: Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F. Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>. Submission of the Form SF-SAC and the Single Audit Reporting package for Fiscal period ending on or after January 1, 2008, must be submitted by the grantee to the National Park Service, Historic Preservation Grants Division, 1201 I Street, NW, Washington, DC 20005; and to the Federal Audit Clearinghouse, via the Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The online submission must be entered within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier. Also, a reasonable proportion of the costs of an acceptable audit performed may be charged to this grant. Failure to comply with this Special Condition may result in withholding of payments or other sanctions as appropriate.

Special Condition #11, Retention and Access Requirements for Records: All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance 2 CFR Part 200.333- 200.337.

Special Condition #12, Publicity and Press Releases: Press releases about this project must acknowledge the grant assistance provided by NPS and copies of the press releases must be provided to NPS. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

Special Condition #13, Publications: The grantee must include acknowledgment of NPS grant support and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two copies of each publication and video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS within 30 calendar days of publication. All publications, including video and audio tapes, must contain the following disclaimer and acknowledgement of NPS support: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition #14, Method of Payment: Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system. All payments are made through electronic funds transfer to the bank account identified in the Treasury's ASAP system by the grant recipient. ASAP is available online at www.asap.gov. Additional supporting documentation, like an SF 270 Request for Advance or Reimbursement, and prior NPS approval of payments may be required.

Special Condition #15, Approved Budget and Scope of Work: The approved Summary of Objectives and Results to be performed with this grant award is as follows:

Acquisition of +/- 47.76 acres (Hopewell UMC Tract) of the Waxhaws Battlefield.
Funds may be subgranted.

The approved Work/Cost Budget is summarized as follows:

Land Acquisition – Federal Share	\$159,390.80
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TOTAL PROJECT COST (including non-Federal matching share)	\$318,781.60
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Special Condition # 16, Project Sign: The grantee shall place a sign readable from each public right-of-way at the grant-assisted property. The sign must briefly identify the historical significance of the property and that it is being preserved with the help of a Federal grant from the Land and Water Conservation Fund, administered by the National Park Service. The sign must remain in place for at least 24 months. A photograph of the sign must be included with the Final Report submitted to NPS (see Grant Condition #7). The cost of fabricating and erecting this sign is an eligible cost for this grant.

Special Condition # 17, Public Access: The fundamental purpose of the Land and Water Conservation Fund is to assist in the acquisition and/or development of public outdoor recreation areas. Accordingly, grantees must provide for the appropriate public access to and enjoyment of any lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the grantee to protect the historic features of the battlefield from damage or loss.

Special Condition # 18, Real Property Appraisal Requirements: Prior to the expenditure of grant funds for the purchase of real property, an acceptable appraisal prepared no more than 90 days prior to the signing of the contract to purchase the property must be obtained. A professional appraiser licensed and certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), as amended, in the State where the appraised property is located, must perform the appraisal. A copy of the appraisal must be submitted to the NPS. The subgrantee is responsible for obtaining the appraisal and for submitting that appraisal to a reviewer at the state level for review. Appraisal preparation, documentation and reporting must be made in conformance with the standards and practices of the 2000 edition of the *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* and the *Uniform Standards of Professional Appraisal Practices (USPAP)* published by the Appraisal Foundation. (Note: The "before and after" method of appraisal, as described in the UASFLA, is mandatory.) The UASFLA can be obtained from the Department of Justice website at www.justice.gov/enrd/land-ack. The cost of the appraisal and appraisal review are allowable costs for this grant.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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Special Condition # 19, Prohibition against Conversion: The purpose of this grant is to acquire and preserve, for future generations, the historical sites and hallowed ground of America's battlefields. Accordingly, what is commonly known as "Section 6(f)" of the Land and Water Conservation Act (54 U.S.C. 200305(f)(3)) requires that the land acquired with this grant shall not be converted to other uses without the express written consent of the Secretary of the Interior, but must be preserved in perpetuity. These provisions shall be included in any conveyance documents of land or interests in lands acquired under this grant. The grantee agrees that a permanent record shall be kept in the relevant public property records and be available for public inspection to the effect that this property was acquired with Federal assistance, and that it shall not be converted to other than preservation uses without the written approval of the Secretary of the Interior, acting through the American Battlefield Protection Program. The grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the grantee of this agreement shall be the specific performance of this agreement, and that the amount of the grant cannot be repaid to negate the requirements of this agreement.

Special Condition # 20, Preservation Easement: In order to provide permanent protection of the historical values inherent in the battlefield lands acquired with the assistance of this grant, the grantee or sub-grantee, whichever is purchaser of the lands, must execute a perpetual easement on the acquired lands. The terms and conditions of that easement are subject to the approval of the National Park Service and any conditions that were determined during the Section 106 Review of the project. The easement must be sufficient to prevent the development of the acquired lands for any purpose other than preservation and interpretation of the historic battlefield and/or accommodation of the visiting public through appropriate visitor center facilities. The easement must also govern the setting and design of any structures, roadways, parking areas, or other facilities that may be necessary for these permitted purposes. The grantee shall convey the easement to the State Historic Preservation Office, or to another agency approved by the National Park Service and the State Historic Preservation Officer; in this case the Katawba Valley Land Trust. A copy of the easement must be recorded with the property deed among the public property records of the jurisdiction in which the battlefield is located.

Special Condition # 21, Required Project Documentation For Funding: Prior to the expenditure or reimbursement of any funds from this grant to acquire real property, the grantee must submit the following documentation to the NPS American Battlefield Protection Program for review and approval:

- (a) a final budget with applicable itemized costs (such as appraisal costs, land survey costs, and closing costs) for the total amount of the grant award (Federal plus the required nonfederal share);
- (b) a statement identifying the source(s) of nonfederal matching share to be contributed and its current availability;
- (c) an appraisal of the property to be purchased and a copy of the appraisal review approving the appraisal of the property to be purchased (the appraisal and appraisal review must comply with the requirements stipulated in Grant Condition #18 above);
- (d) a legal boundary description of the property with associated GPS boundary coordinates;
- (e) a draft copy of the preservation easement that incorporates the provisions required by the NPS. The draft must be submitted for NPS review (any revisions subsequently transmitted by NPS to the grantee must be incorporated into the easement prior to the recording of the easement);
- (f) a copy of the contract to purchase the property;
- (g) a copy of the title insurance policy;
- (h) two photographs of the property. Photos may be black and white 35mm printed on archival photo paper or digital as .jpeg or .tiff.

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
P16AP00442	September 1, 2016	August 31, 2018

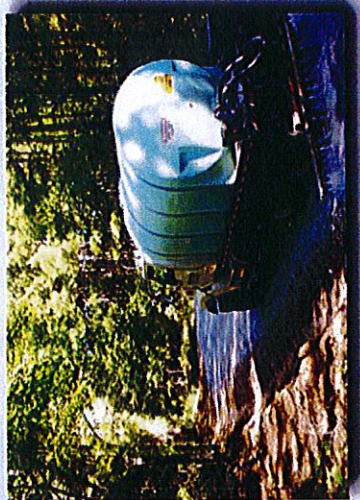
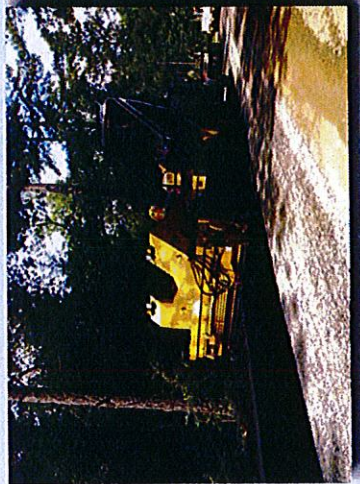
Special Condition #22, Required Project Documentation for Closeout: Prior to the closing out of this grant, and within 90 days from the grant's end date, the grantee or subgrantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a copy of the final recorded deed with 6(f) language;
- (b) a copy of the final recorded easement (See Special Condition #20);
- (c) a statement of public access (See Special Condition #17);
- (d) a Final Progress Report, including a photo of the project sign and an SF425 Federal Financial Report (See Special Condition #7 and #16); and
- (e) if applicable, a copy of the Form SF-SAC and the Single Audit Reporting package must be sent to NPS within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier (See Special Condition #10).

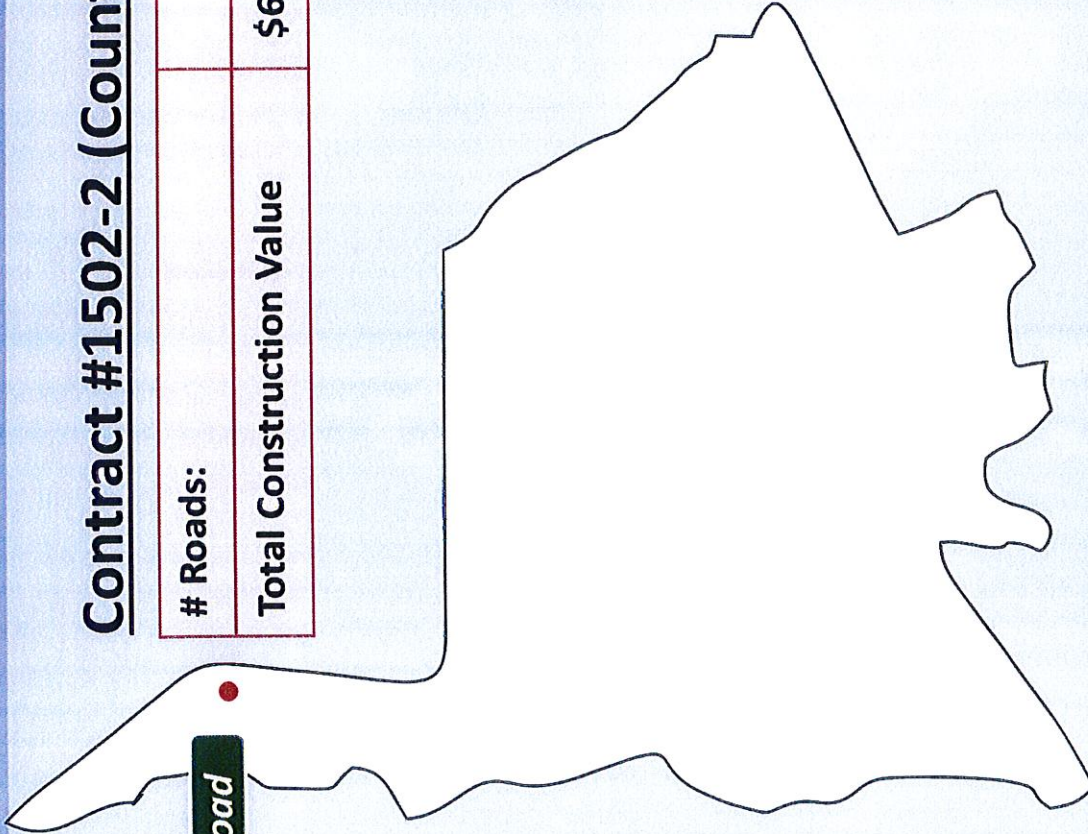


Lancaster Road Program

November 1, 2015 – October 31, 2016



2016 Expenditures (11/1/2015 – 10/31/2016)



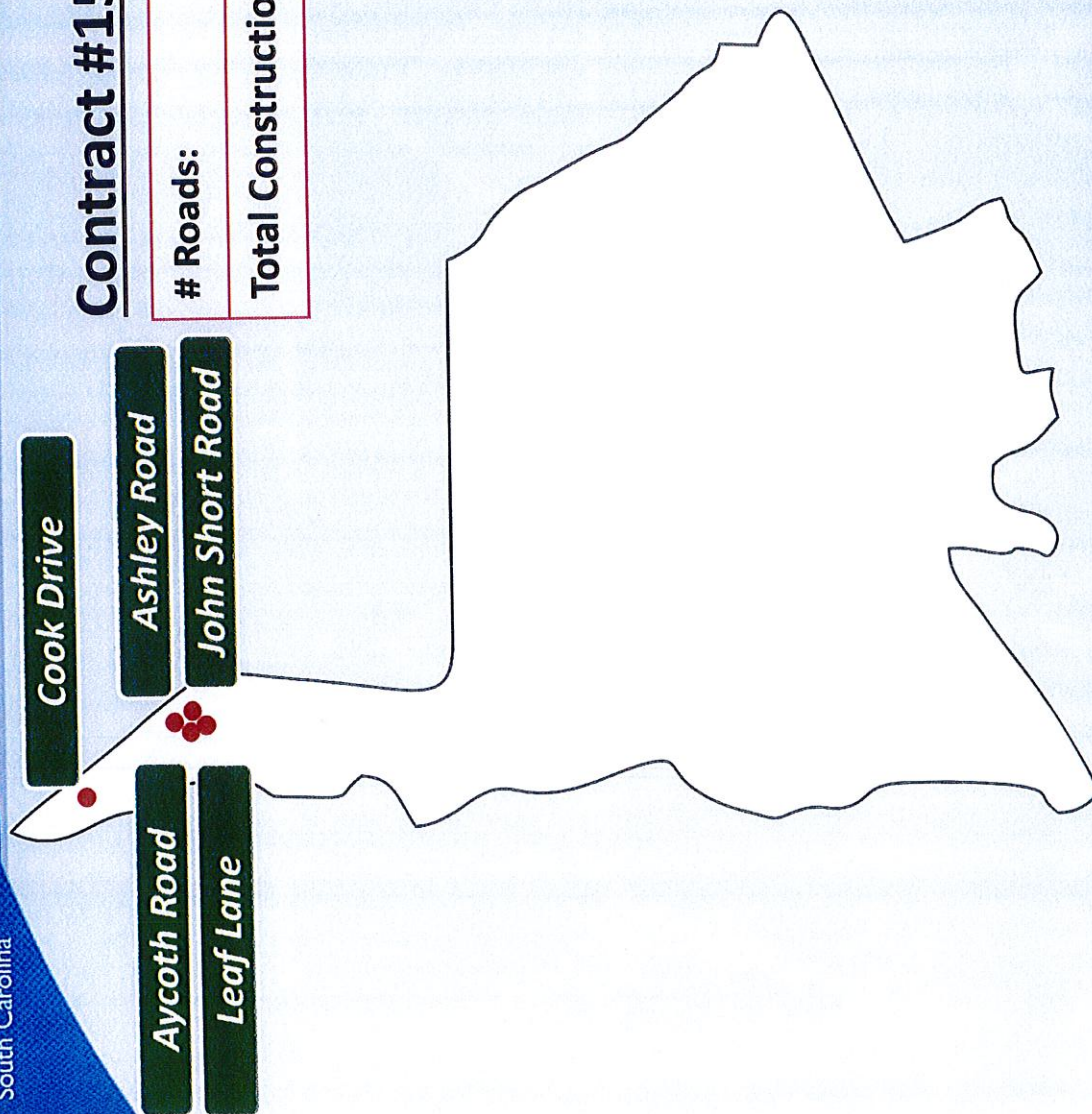
Contract #1502-2 (County Sales Tax)

# Roads:	1
Total Construction Value	\$681,920.00

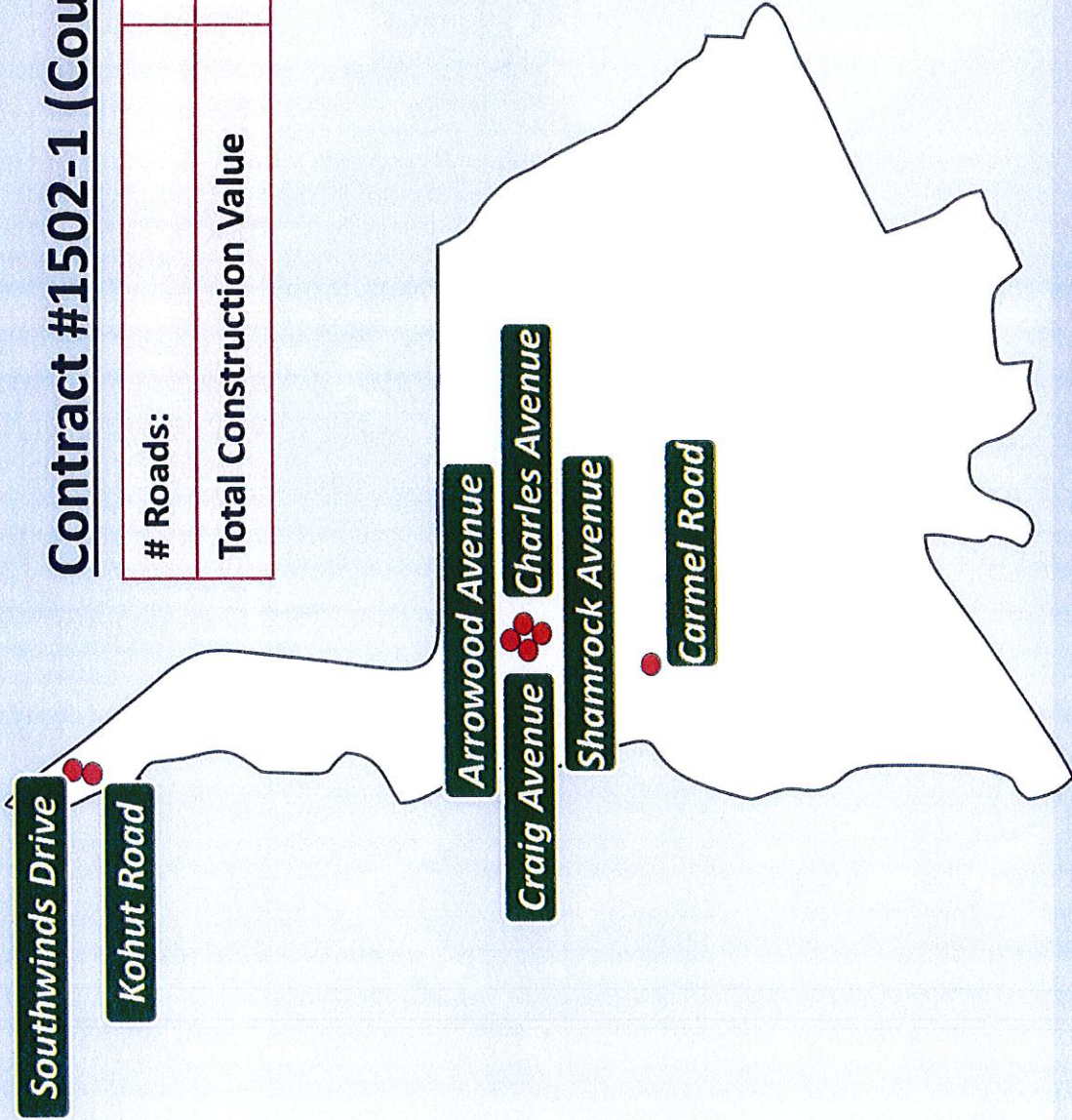
2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1502-2 (CTC)

# Roads:	5
Total Construction Value	\$207,868.00



2016 Expenditures (11/1/2015 – 10/31/2016)



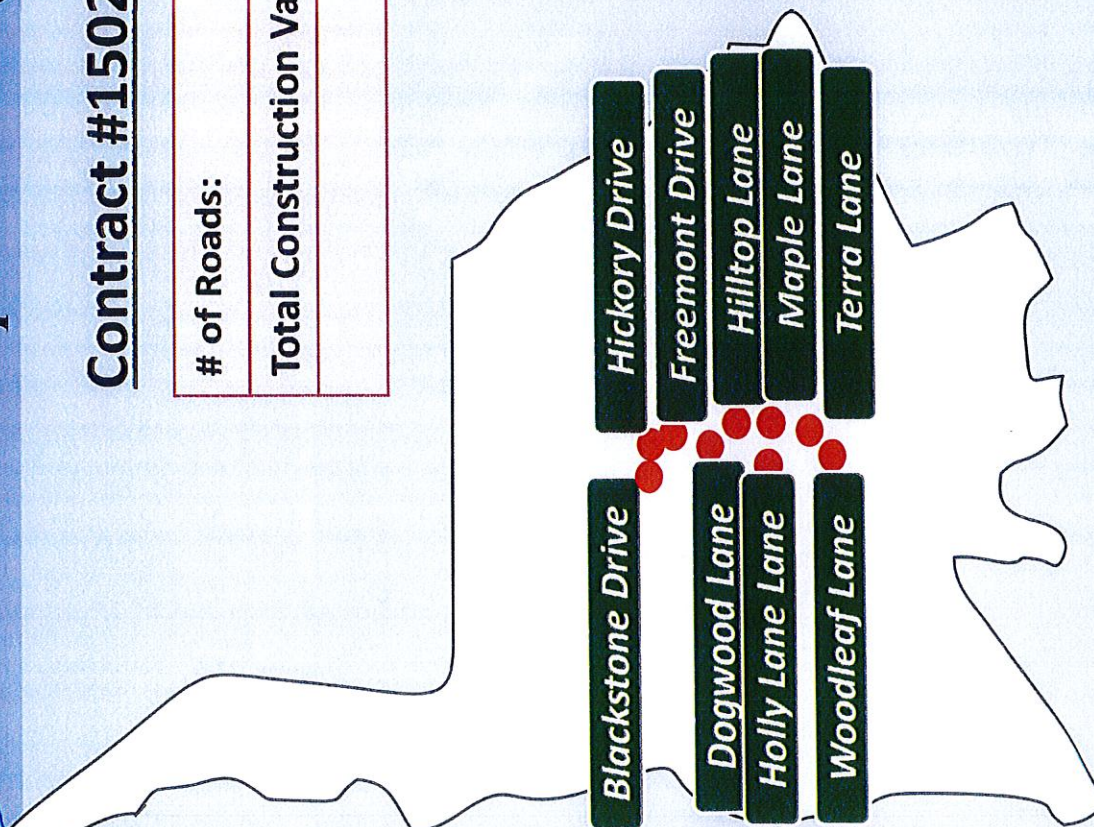
Contract #1502-1 (County Sales Tax)

# Roads:	7
Total Construction Value	\$1,718,600

2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1502-1 (SCDOT CTC)

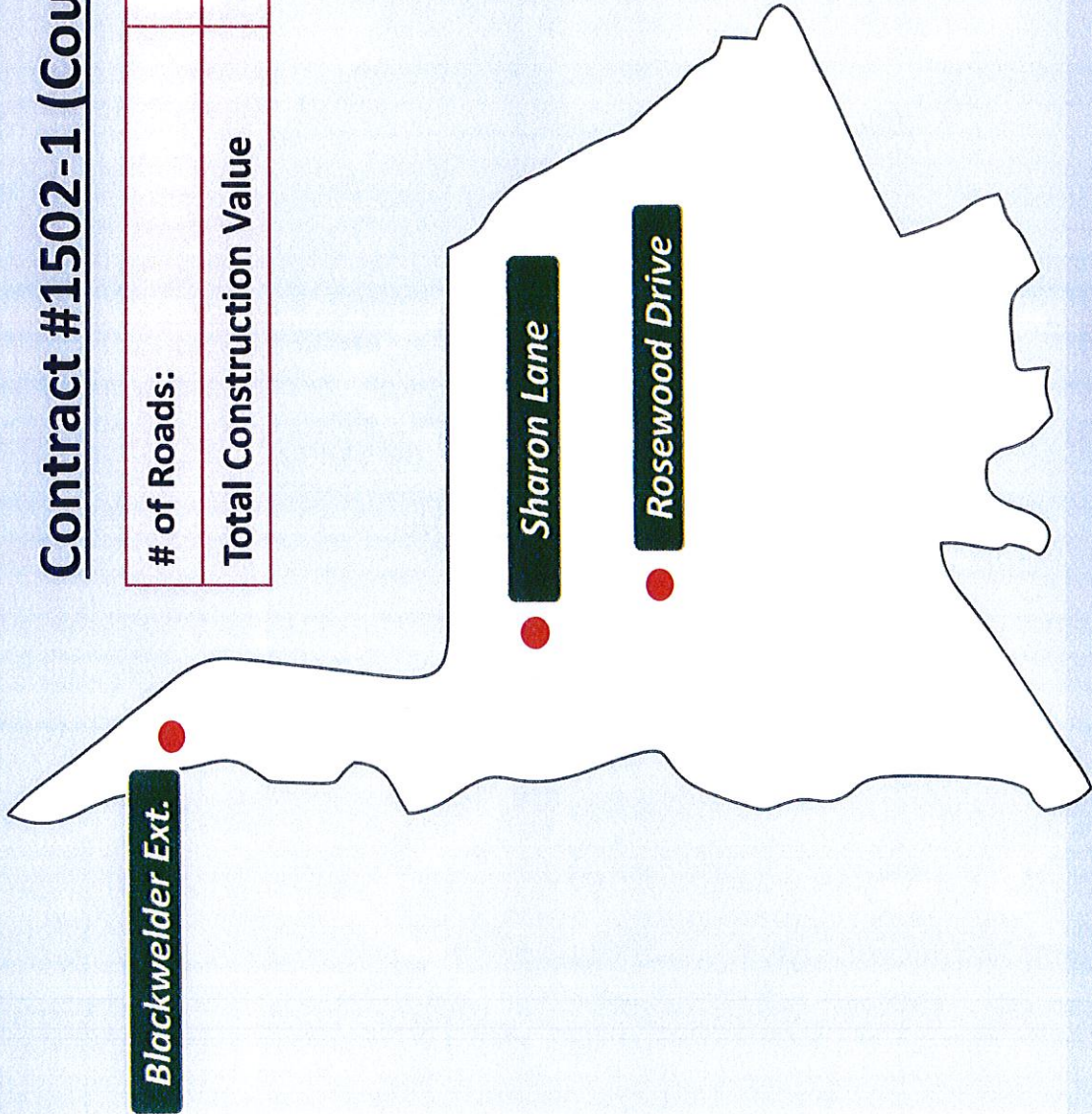
# of Roads:	9
Total Construction Value	\$316,766.00



2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1502-1 (County CTC)

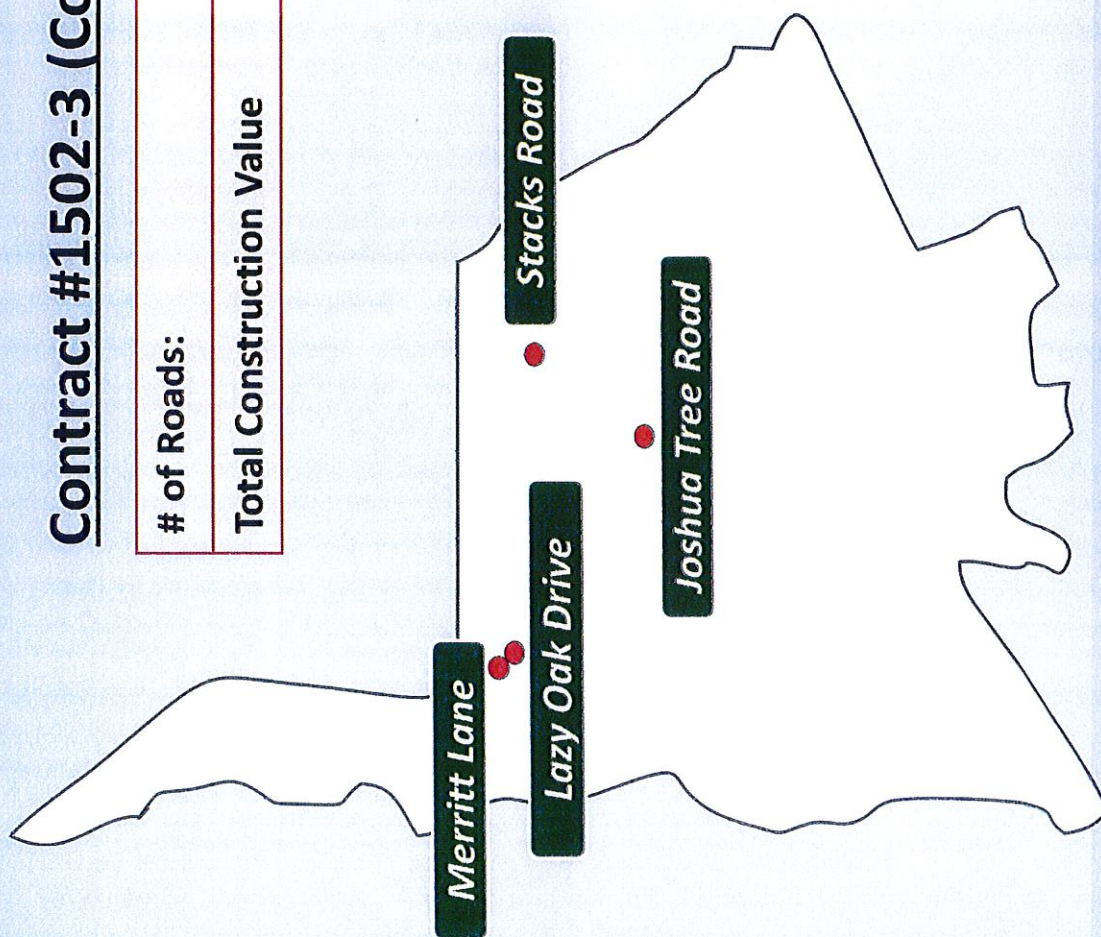
# of Roads:	3
Total Construction Value	\$126,043.00



2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1502-3 (County Sales Tax)

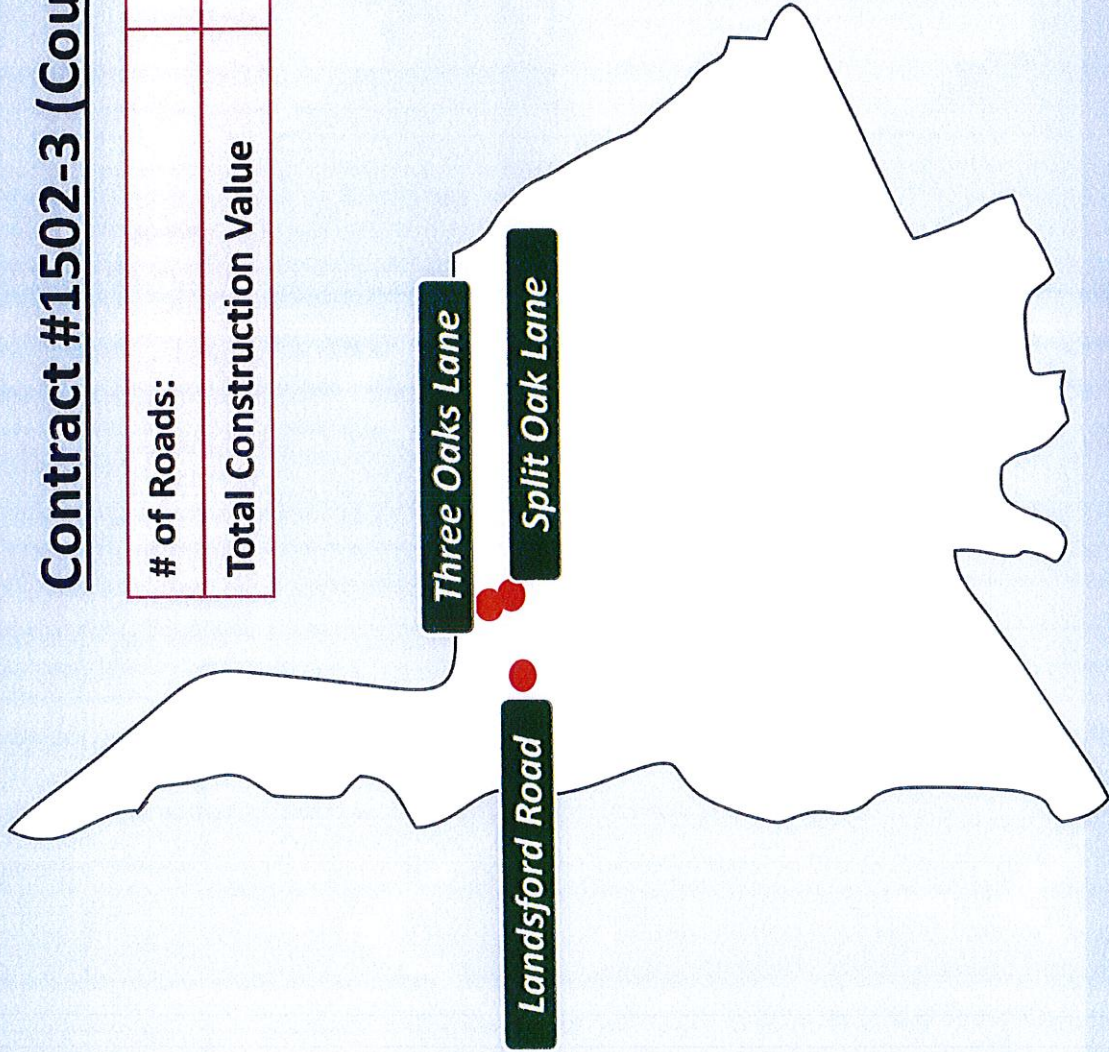
# of Roads:	4
Total Construction Value	\$1,509,241.00



2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1502-3 (County CTC)

# of Roads:	3
Total Construction Value	\$57,483.00



2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #11104-14 (County CTC)

New Harbor Ct.

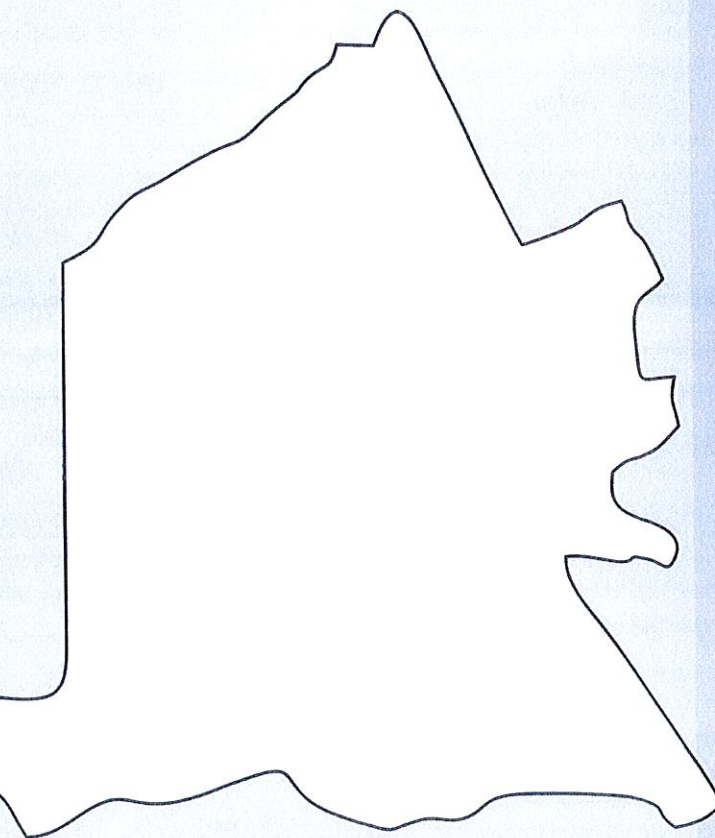
Lakeview Landing Road

Martha's Vineyard Road

Brookbluff Lane

Point Carpenter Lane

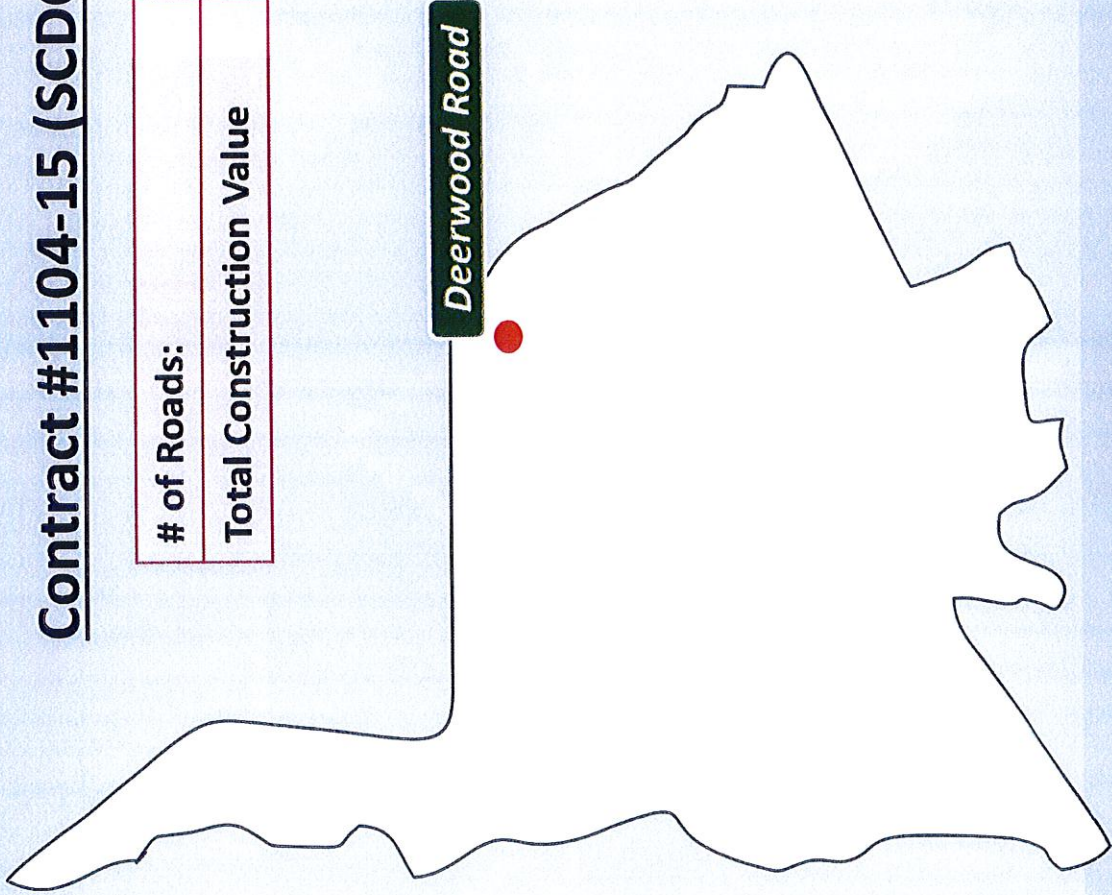
# of Roads:	5
Total Construction Value	\$431,291.00



2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1104-15 (SCDOT CTC)

# of Roads:	1
Total Construction Value	\$271,031.00

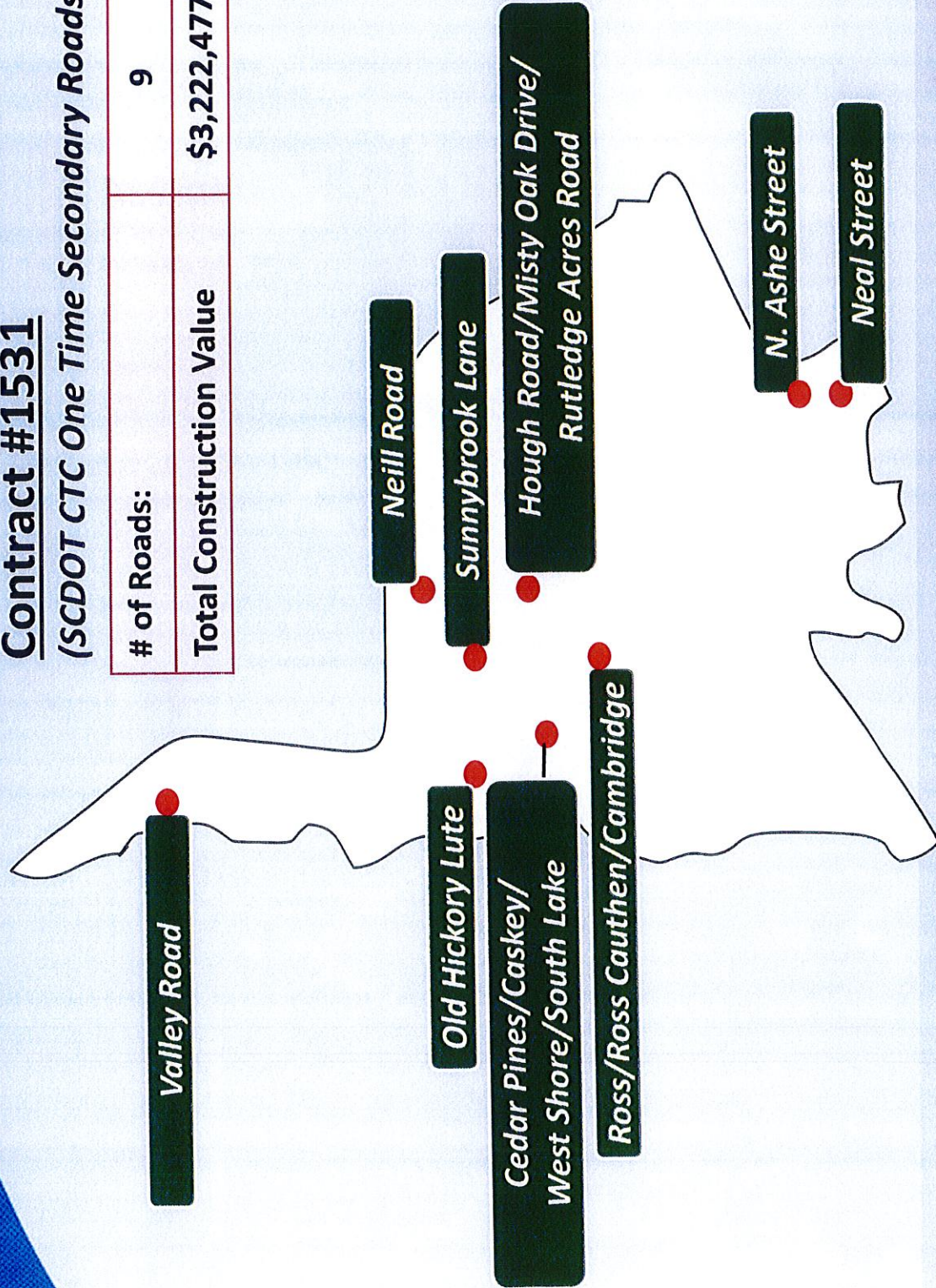


2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1531

(SCDOT CTC One Time Secondary Roads Money)

# of Roads:	9
Total Construction Value	\$3,222,477

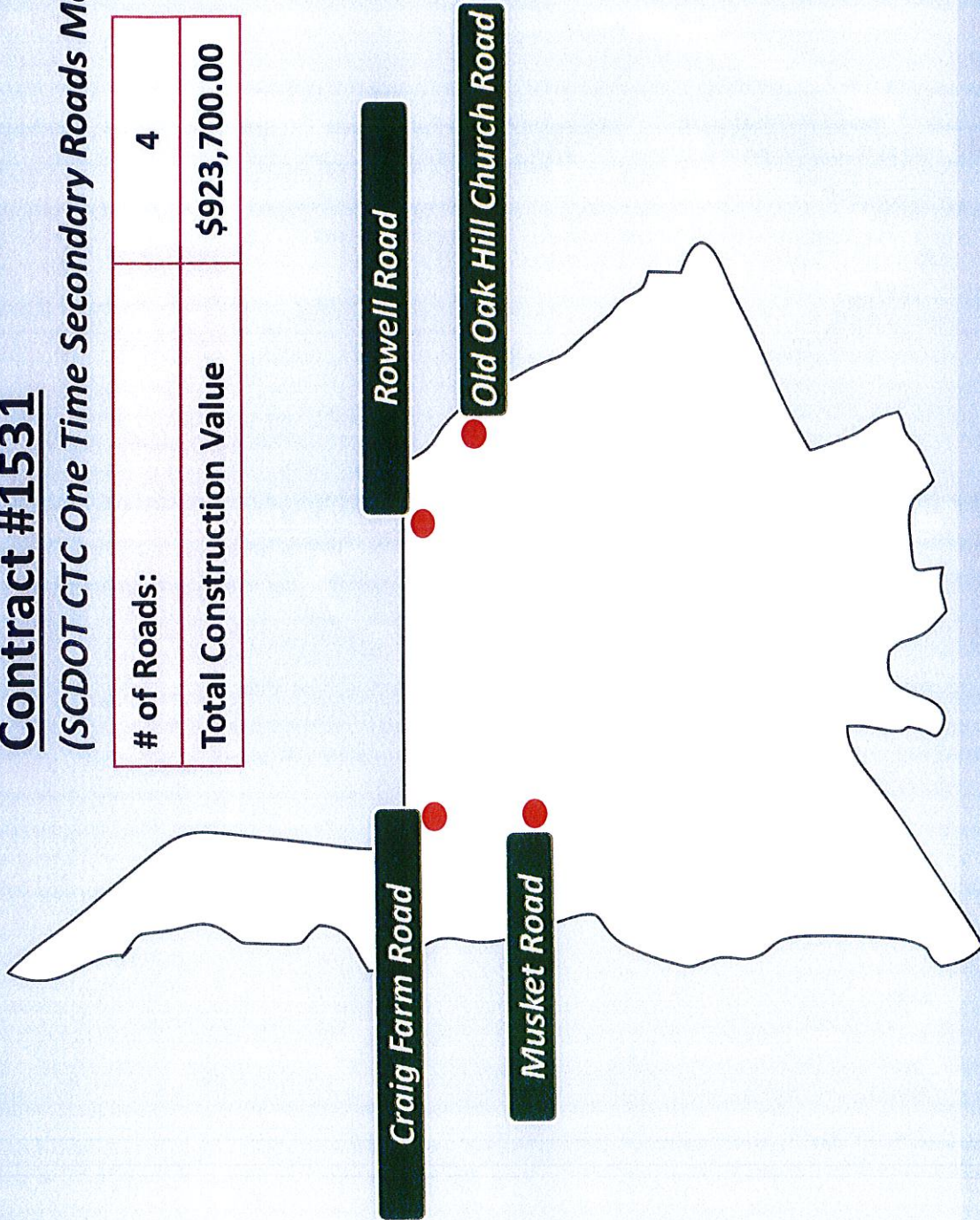


2016 Expenditures (11/1/2015 – 10/31/2016)

Contract #1531

(SCDOT CTC One Time Secondary Roads Money)

# of Roads:	4
Total Construction Value	\$923,700.00



Summary of Expenditures

Source	Project #	Actual Expenditures	Projected Expenditures
County Sales Tax	1502-1	\$1,718,600.00	-
County Sales Tax	1502-3	\$1,509,241.00	-
County Sales Tax	1502-2	\$681,920.00	-
	TOTAL SALES TAX	\$3,909,761.00	-
County CTC	1502-1	\$126,043.00	-
County CTC	1502-3	\$57,483.00	-
County CTC	1104-14	\$431,921.00	-
County CTC	1502-2	\$207,868.00	-
	TOTAL COUNTY CTC	\$823,315.00	-
SCDOT CTC	1502-1	\$316,766.00	-
SCDOT CTC	1104-15	\$271,031.00	-
SCDOT CTC One Time Secondary Roads Money	1531	\$3,222,477.00	-
SCDOT CTC One Time Secondary Roads Money	1104-18	\$923,700.00	-
SCDOT CTC Supplement for One Time Money	1016-17	-	\$157,605.00
	TOTAL SCDOT	\$4,733,974.00	\$157,605.00
	TOTALS	\$9,467,050.00	\$157,605.00



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

Members of the Lancaster County Council Administration Committee

Brian Carnes, Committee Chairman – District 7
Bob Bundy, Council Member – District 3
Charlene McGriff, Council Member – District 2

Thursday, November 14, 2016

Council Members present were Brian Carnes Bob Bundy. Charlene McGriff was absent. Also present was Steve Willis, John Weaver, Veronica Thompson, Kimberly Hill, Chelsea Gardner various Department heads and spectators. A quorum of Lancaster County Administration Committee was present for the meeting.

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

Call to Order

Chairman Brian Carnes called the meeting to order at 5:00 p.m.

Approval of the Agenda

Charlene McGriff moved to approve the amended agenda. Passed 2-0

Minutes of the September 15, 2016

Motion was made by Charlene McGriff to approve the minutes of the September 15, 2016 meeting. Passed 2-0.

Citizens Comments

No one spoke during Citizens comments.

Discussion/ Action Items

Discussion of renewal of external audit proposal

Financial Director Veronica Thompson speaks about wanting to extend the external auditors for another three years and there won't be a laps.

Bob Bundy made the motion to send forward with a positive recommendation to full Council. Passed 2-0.

Health and Wellness grant

County Administrator Steve Willis stated that it is information only because it is a 100% grant. The Health and Wellness commission is going to be working on getting people physically active and moving.

Discussion of capitalization threshold for CIP items

County Administrator stated that they would like to a threshold of 100,000 to be considered capitalization. The draft CIP that Council will be considering after the first of the year currently has 72 items, this will knock it down to 39. What it lets you do is you can focus on your real big ticket strategic. Real property capital needs are still in there but it lets Council focus on the big ticket capital items. Steve Willis stated that one thing that they are looking at trying to do with the CIP is once this one is adopted and all the data in from the COG they will send it to us in excel. It will be a constant revolving document every year moving forward.

Steve Willis stated that the information item that he had was to inform Council that there are still three items pending. Steve asked to remove those items from the table to post pone indefinitely.

John Weaver stated that he would be glad to write out a motion and have someone read it at the November 28, 2016 meeting.

Adjournment

Bob Bundy moved to adjourn the meeting. Seconded by Committee Chairman Brian Carnes. Passed 2-0.

LANCASTER COUNTY COUNCIL ADMINISTRATION COMMITTEE
November 14, 2016
PAGE 3

Respectfully Submitted:

Approved by Committee Chair

Chelsea H. Gardner
Deputy Clerk to Council

Brian Carnes, Council Member



*Members of Lancaster County Council
Public Safety Committee*

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

Minutes of the Lancaster County Council Public Safety Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, October 11, 2016

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

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

Call to Order

Chairman Steve Harper called the meeting to order at 8:00 a.m.

Approval of the agenda

Larry McCullough moved to approve the agenda as written. Passed 3-0.

Minutes of the September 13, 2016 meeting

Larry McCullough moved to approve the minutes of the September 13, 2016 meeting. Passed 3-0.

Citizens Comments

Morris Russell, 437 Sunshine Lane, Kershaw, spoke regarding the Radio System Agreement document.

Discussion / Action Items

Victims Advocate grant for Sheriff's Office

Sheriff Faile discussed for information only that Lancaster County has been awarded the Victims Advocate grant. This grant is an in-kind grant in the amount of \$84,170.

Request for funding – Indian Land Fire and Pleasant Valley Fire Departments.

Stephen Blackwelder spoke on behalf of the Indian Land Fire Department and the Pleasant Valley Fire Department regarding the request of both departments to upfit their tankers to pumper-tankers. Mr. Blackwelder stated that it would cost approximately \$86,000 per tanker and they are requesting that the funds come from the Indian Land Developer funds.

Larry McCullough asked Mr. Blackwelder if we need two pumper-tankers and he stated that we did per ISO.

Steve Harper inquired as to the total of funds in the development agreement fund.

John Weaver, County Attorney stated that once the developments that we have on the books pay into the account, and after we subtract what we have already spent for radios, there will be approximately \$2 million in the account. Mr. Weaver also reminded the Committee of the current on going proposed project for the EMS and Recreation Center for Indian that will require the use of all or most all of those funds.

Bob Bundy moved to support but not financially at this particular time and to table the item until after the strategic planning session on November 1. Seconded by Larry McCullough. Passed 3-0.

Radio System Agreement

Steve Willis reported that this agreement has been put together on a “fast tract” because of moving forward with the radio purchase. He further noted that the Accident Review Committee arm of the Safety Committee will be the venue for hearing and determining liability with radio damage. He also stated that Mr. Nunnery is still reviewing insurance options with the SC Property and Liability Trust and VFIS. These radios will be insured because the cost is \$7,000 each.

Chis Nunnery stated that item “C” in the agreement is part of the standard policy of the county. He further noted that these radios are compatible for GPS, but it is not offered under current contract. This item can be reviewed in the future as it becomes available.

Mr. Willis stated that this agreement will be handled administratively and will not need any formal approval.

Adjournment

Larry McCullough moved to adjourn. Passed 3-0.

Respectfully Submitted:

Approved by the Public Safety Committee

Debbie Hardin
Clerk to Council

Steve Harper, Chairman



Members of Lancaster County Council
Public Safety Committee

Steve Harper District 5, Chairman

Bob Bundy, District 3

Larry McCullough, District 1

Minutes of the Lancaster County Council Public Safety Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, November 15, 2016

For the record, on Monday November 14, 2016 at the end of the Regular Lancaster County Council Meeting the Public Safety Committee decided to cancel the Public Safety Committee Meeting for Tuesday, November 15, 2016 at 8:00 a.m. Chairman of the Public Safety Committee, Steve Harper moved to cancel the Public Safety meeting. Seconded by Larry McCullough. The motion passed 4-0.

Respectfully Submitted:

Approved by the Public Safety Committee

Chelsea H. Gardner
Deputy Clerk to Council

Steve Harper, Chairman



December 5, 2016

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

Re: Charter Communications - Upcoming Changes
Miscellaneous Charges

Dear Mr. Willis:

At Spectrum, we continue to enhance our services, offer more of the best entertainment choices and deliver the best value. We are committed to offering products and services our customers are sure to enjoy. In addition, containing costs and efficiently managing our operations are critical to providing customers with the best value possible. Like every business, Charter Communications faces rising costs that require occasional price adjustments.

In an effort to align pricing for service fees, pricing for residential customers will be adjusted and notified on or after January 10, 2017 as follows:

- Late Payment Fee from \$8.50 to \$8.95
- Computerized Change of Service decreasing from \$2.00 to \$0.00
- Reconnection Fee decreasing from \$6.00 to \$4.99
- Agent Assisted Payment from \$0.00 to \$5.00
- Additional Statement Copy decreasing from \$5.00 to \$1.99
- Field Collection decreasing from \$10-\$25.00 to \$0.00
- Unreturned Digital Receiver from \$95-\$302.00 to \$123.00
- Unreturned CableCard decreasing from \$32.00 to \$22.00
- Unreturned Tuning Adapter decreasing from \$170.00 to \$130.00
- Unreturned Digital Terminal Adapter decreasing from \$54.00 to \$40.00

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (919) 882- 4715 or via email at sammy.roberson@charter.com.

Sincerely,

A handwritten signature in blue ink that reads "Sammy Roberson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sammy Roberson
Director, State Government Affairs
Charter Communications, Inc.

19 West Hargett Street
Raleigh, NC 27601

MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, December 12 th	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, December 13 th	10:00 a.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1 st Council meeting (most of the time it is the 2 nd Tuesday)	8:00 a.m.	Public Safety Committee
The Tuesday following the 1 st Council meeting (most of the time it is the 2 nd Tuesday)	3:00 p.m.	Infrastructure and Regulation Committee
The Thursday following the 1 st Council meeting (most of the time it is the 2 nd Thursday)	4:30 p.m.	Administration 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
Last Tuesday of each month (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