

# Lancaster County Council Regular Meeting Agenda

Monday, November 14, 2016

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

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 Member Brian Carnes**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Appointment of the Deputy/ Interim Clerk to Council – Steve Willis**
6. **Special presentations**
  - Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation – Sheriff Faile – pg.
7. **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]*
8. **Consent Agenda**
  - a. **Minutes of the following meetings:**
    - *October 10, 2016*
    - *October 24, 2016*
9. **Non-Consent Agenda**
  - a. **3rd Reading of Ordinance 2015-1386 – Avondale rezoning**

Ordinance Title: An Ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property of Floyd Kenthy & Elease M. Moore, Dean Ross and Janel S. Withers, the Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely located between Calvin Hall Road and Harrisburg Road From R-15P, Moderate Density Residential/Agricultural Panhandle And B-3, General Commercial Districts to Planned Development (PDD-27) District; and to provide for

other matters related thereto. *Passed 4-2 at the October 24, 2016 Council meeting. Bob Bundy and Jack Estridge opposed. John Weaver – pgs.*

**b. 3<sup>rd</sup> Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District**

Ordinance Title: An Ordinance to authorize certain modifications to the Walnut Creek Improvement District, including enlarging the district by adding certain parcels therein to Bond Area 2 and Bond Area 3; approving revised assessment rolls relating to such parcels; authorizing not exceeding \$8,000,000 aggregate principal amount of assessment revenue bonds, in one or more series related to bond area 2 and bond area 3; and to provide for other matters related thereto. *Passed 7-0 at the May 9, 2016 Council meeting. John Weaver – pgs.*

**c. 2nd Reading of Ordinance 2016-1419 Central Wire Special Source Revenue Credit agreement**

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. *Passed 6-0 at the October 24, 2016 Council meeting. John Weaver – pgs.*

**d. 2nd 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. *Passed 6-0 at the October 24, 2016 Council meeting. John Weaver –*

**e. Public Hearing and 2nd 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. *Passed 6-0 at the October 24, 2016 Council meeting. Kimberly Hill, pgs.*

**f. Public Hearing and 2nd Reading of Ordinance 2016-1422 Unified Development Ordinance (UDO) AMENDMENT NEEDED**

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. **Penelope Karagounis – pgs. 283-288 Passed 5-1 at the October 24, 2016 Council meeting. Jack Estridge opposed. (The proposed UDO is provided under separate cover. A copy can be found on the website/ [www.mylancastersc.org](http://www.mylancastersc.org) or with the Clerk to Council)**

**g. 1<sup>st</sup> 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. **(Pending Administration Committee) Steve Willis – pgs.**

**h. 1<sup>st</sup> 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. **(Favorable Administration Committee) John Weaver – pgs.**

**i. 1<sup>st</sup> 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. **(Favorable Economic Development Structural Committee ) John Weaver – pgs.**

**j. 1<sup>st</sup> 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. **John Weaver – pgs.**

**k. 1<sup>st</sup> 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. *John Weaver – pgs.*

**1. 1<sup>st</sup> 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. *John Weaver – pgs.*

**10. Discussion and Action Items**

- a. 2017 Calendar discussion – set for adoption at the November 28, 2016 meeting. **Steve Willis – pgs.**

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

- a. Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*
- b. 1<sup>st</sup> Reading of Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*
- c. 1<sup>st</sup> Reading of Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*

*(A motion to remove items A, B, and C from the table and to postpone them indefinitely will be heard on November 28<sup>th</sup>. That will clear all pending items.)*

- d. Avondale ordinances 2015-1369 and 2015-1370 – *deferred until November 28<sup>th</sup> due to public hearing date*

**12. Miscellaneous Reports and Correspondence – pg. 336**

- Charter Communications – cable notices
- Workforce Innovation and Opportunity Act.

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

**14. Executive Session**

Discussions incident to a proposed contractual matter – SC Code §30-4-70(2)

- a. Related to acquisition of roadways
- b. Related to potential sale of real property



Discussions incident to economic development matters – SC Code §3-4-70(5)

- c. Project 2016-15
- d. Requirements for certain studies for new projects
- e. Discussion of Economic Development guidelines

*Upon returning to open session, action may be taken on the items discussed during executive session.*

**15. Calendar of Events – pg.**

**16. Adjournment**

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

*Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)*

## Agenda Item Summary

Ordinance # / Resolution#:	Appointment by Council
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 14, 2016

**Issue for Consideration:**

Appointment of Deputy Clerk to Council to also serve as our Interim Clerk to Council.

**Points to Consider:**

Council needs to formally make this appointment upon the resignation of Debbie.

**Sec. 2-26. - Clerk to council.**

The council shall appoint a person, not a member of the council, to serve as clerk for an indefinite term. The clerk will record all proceedings of the council; deliver copies of the minutes of each council meeting to all members prior to the next regular council meeting; keep a register of all proposed ordinances and resolutions, assigning them a number and arranging them in order of introduction; render any needed assistance to members of the council in typing and preparation of reports, recommendations, ordinances, resolutions, directives and correspondence; and perform such other duties as the county administrator assigns.

**Funding and Liability Factors:**

N/A

**Council Options:**

We must have a Deputy Clerk appointment in the absence of a Clerk to Council. The Deputy will also serve as the de facto Interim Clerk to Council.

**Staff Recommendation:**

Appointment of Chelsea Gardner as Deputy Clerk to Council/ Interim Clerk to Council pursuant to County Code 2-26. A simple motion to make the appointment is all that is needed.

**Committee Recommendation:**

N/A



## Agenda Item Summary

Ordinance # / Resolution#:	Special Presentation
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	November 14, 2016

### **Issue for Consideration:**

Presentation of accreditation recertification from CALEA, the Commission on Accreditation for Law Enforcement.

### **Points to Consider:**

Today, the purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence.

### **Specifically, CALEA's goals are to:**

- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

***The CALEA Accreditation Process is a proven modern management model.*** Once implemented, it presents an agency's Chief Executive Officer (CEO), on a continuing basis, with a blueprint that promotes the efficient use of resources and improves service delivery—regardless of the size, geographic location, or functional responsibilities of the agency.

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

N/A

### **Council Options:**

N/A

### **Staff Recommendation:**

N/A

### **Committee Recommendation:**

N/A



*Members of Lancaster County Council*

*Bob Bundy, District 3, Chairman*

*Brian Carnes, District 7, Vice Chairman*

*Steve Harper, District 5, Secretary*

*Jack Estridge, District 6*

*Larry Honeycutt, District 4*

*Larry McCullough, District 1*

*Charlene McGriff, District 2*

**Minutes of the Lancaster County Council Workshop and Regular Meeting**

101 N. Main Street, Lancaster, SC 29720

Monday, October 10, 2016

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Larry McCullough and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, 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 workshop to order**

Chairman Bob Bundy called the workshop of Council to order at 5:00 p.m.

Robby Moody of the Catawba Regional Council of Governments discussed Impact Fees. His PowerPoint presentation is attached as schedule A. Council will discuss this topic further at the November 1, 2016 Strategic Planning Session.

**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. Councilwoman McGriff led the Pledge of Allegiance to the American Flag and provided the invocation.



### **Approval of the agenda**

Steve Willis requested that the Sheriff's presentation regarding the Accreditation be postponed until the next meeting. He also requested that 9a, regarding Brookchase and 9d regarding Sun City is moved up in the meeting prior to special recognitions so that we can accommodate someone needing to leave early to catch an airplane. He further noted that no one signed up for citizens comments regarding either topic.

Brian Carnes moved to approve the agenda as amended. Seconded by Larry Honeycutt. Passed 7-0.

### **Non-Consent Items 9a and 9d**

#### **9a Resolution 0937-R2016 Brookchase Special Tax District**

Resolution Title: A Resolution directing the County Auditor and County Treasurer to impose and collect a \$225 per lot assessment in the Brookchase Special Tax District.

Brian Carnes moved to approve Resolution 0937-R2016. Seconded by Charlene McGriff. Passed 7-0.

#### **9d. 2<sup>nd</sup> Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds**

Ordinance Title: An Ordinance to authorize and provide of the issuance and sale of not to exceed \$15,00,000 principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, or such other appropriate series designation; to limit the payment of the bonds solely to the assessments imposed within the Sun City Improvement District; to provide for the execution of a second supplemental indenture; to make other covenants and agreements in connection with the foregoing; and o provide for other matters relating thereto.

Larry McCullough moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-14014. Seconded by Larry Honeycutt. Passed 7-0.

### **Special presentations**

#### ***The Life Saving Award (SCSA) to Deputy Tammy Wolf***

Sheriff Faile presented the Life Saving Award to Deputy Tammy Wolf.

### **Citizens Comments**

Janine Gross, 15155 Legend Oaks Court, Indian Land, spoke regarding the Animal Shelter.

Meta Wasson, 9823 Black Horse Run, Indian Land, spoke regarding the Animal Shelter.

Sarah Phillips, 2045 Robert H. Kirk Road, Lancaster, spoke to Council regarding a trap/neuter return policy and the population issue with animals in the County.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding the Bretagne Development Agreement.

Ben Levine, 5062 Terrier Lane, Indian Land, spoke regarding Avondale and the parliamentary procedures.

### **Consent Agenda**

- a. Minutes of the September 22, 2016 Special Council meeting
- b. 3<sup>rd</sup> Reading of Ordinance 2016-1414 rezoning of property of Shelby Snipes, 2575 Lynwood Drive to R- 15S Moderate Density Residential/ Manufactured Housing/ Agricultural District
- c. 3<sup>rd</sup> Reading of Ordinance 2016-1415 rezoning of property off York Street owned by Sharon Horne, represented by Stephen Waters to B3, General Commercial District
- d. 3<sup>rd</sup> Reading of Ordinance 2016-1416 rezoning of property of Mr. Danny Blackwell, located east of the intersection of Fork Hill Road and Little Dude Road to MF, Multiple-Family Agricultural District

Larry Honeycutt moved to approve the Consent Agenda – item 8a,b,c, and d. Seconded by Charlene McGriff. Passed 7-0.

### **Non-Consent Agenda**

#### **3rd Reading of Ordinance 2016-1417 rezoning of property of Danny R. Blackwell, located off 3<sup>rd</sup> Street, Kershaw to MF, Multiple Family Agricultural District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell, located off East 3<sup>rd</sup> Street, from +/- 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family District; and to provide for other matters related thereto.

Steve Harper moved to approve the 3<sup>rd</sup> Reading of Ordinance 2016-1417. Seconded by Brian Carnes. MOTION FAILED by a vote of 3-4. Steve Harper, Brian Carnes and Jack Estridge voted in favor and Larry Honeycutt, Charlene McGriff, Bob Bundy and Larry McCullough opposed.



### **2nd Reading of Ordinance 2016-1418 regarding Bretagne Development Agreement**

Ordinance Title: An Ordinance to approve a first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; to authorize certain county officials to execute and deliver the first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; and to provide for other matters related thereto.

Larry McCullough moved to table 2<sup>nd</sup> Reading of Ordinance 2016-1418 until Section 3.05 and Sunset Hollow Road issues are addressed. Seconded by Larry Honeycutt. Larry Honeycutt withdrew his second. Jack Estridge subsequently Seconded. MOTION FAILED by a vote of 2-5. Jack Estridge and Larry McCullough voted in favor. Steve Harper, Bob Bundy, Larry Honeycutt, Brian Carnes and Charlene McGriff voted against.

Steve Harper moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-1418. Seconded by Charlene McGriff. Passed 5-2. Jack Estridge and Larry McCullough opposed.

### **Discussion / Action Items**

#### ***Rich Hill Assistance to Fire Fighters Grant***

Steve Willis noted that Rich Hill Fire Department submitted an Assistance to Fire Fighters Grant for the purchase of a breathing air compressor system. The grant application is for a total of \$24,996 with a Federal share of \$23,806 and local match of 5% ((\$1,190).

Larry McCullough moved to approve. Seconded by Charlene McGriff. Passed 7-0.

#### ***Adding a part-time position at Animal Shelter***

Steve Willis explained the need for a part-time position at the Animal Shelter. He stated that we have already expended our overtime budget at the shelter and that in next year's budget he will be requesting that this position be a full time position.

Larry Honeycutt moved to approve the part time position. Seconded by Larry McCullough. Passed 7-0.

#### ***Board and Commission appointment – Library Board***

Charlene McGriff moved to appoint Dr. Deborah Cureton to the Library Board filling the at large position, unexpired term ending June 20, 2019.

### **Executive Session**

Brian Carnes moved to go into Executive Session to hear Economic Development Matters, Projects 2016-10, 2016-12, 2016-13 and 2016-14. Seconded by Charlene McGriff. Passed 7-0.

Larry Honeycutt moved to go out of Executive Session. Seconded by Larry McCullough. Passed 7-0.

Attorney John Weaver stated that during the course of Executive Session, Council discussed Economic Development projects where there were no votes taken and no decisions

Upon returning to open session, the following action was taken on the items discussed during Executive Session:

### **Resolution 0938-R2016 Fee Agreement for Project 2016-10.**

Resolution Title: A Resolution to state the commitment of Lancaster County to enter into a fee agreement with Project 2016-10, and/or its designee or nominee; to provide the general terms of the fee agreement including the provision of special source revenue credits; to identify the project for purposes of the fee in lieu of tax simplification act; to state the commitment of Lancaster County to place project property in a multi-county park; and to provide for other matters related thereto.

Brian Carnes moved to approve Resolution 0938-R2016. Seconded by Charlene McGriff. Passed 7-0.

### **Adjournment**

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 7-0.

Respectfully Submitted:                      Approved by Council November 14, 2016

Chelsea Gardner  
Deputy Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary





**Members of Lancaster County Council**

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

**Minutes of the Lancaster County Council Regular Meeting**

101 N. Main Street, Lancaster, SC 29720

Monday, October 24, 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, Debbie Hardin, 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**

County Administrator Steve Willis stated that Sheriff Faile couldn't make it to the Council meeting and requested the Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation be moved to the November 14, 2016 Council meeting.

Brian Carnes moved to approve the agenda as amended. Seconded by Larry McCullough.  
Passed 6-0.

### **Citizens Comments**

Mike Bilodeau, 18006 Meadow Bottom Rd, Charlotte, North Carolina, spoke regarding the Unified Development Ordinance.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Avondale and the Unified Development Ordinance.

Ben Levine, 5062 Terrier Ln, Indian Land, spoke regarding the Unified Development Ordinance and the Zoning Map.

Phyllis Sklar, 2087 Clover Hill, Indian Land, spoke regarding the Unified Development Ordinance and the Zoning Map.

Nicholas Nostco, 1256 Tanner Crossing Lane, Indian Land, spoke regarding the Unified Development Ordinance and Avondale.

Frances Faile, Jr., 2829 Avalon Road, Lancaster, regarding the Unified Development Ordinance.

Sarah Phillips, 2045 Robert H. Kirk Road, Lancaster, spoke regarding trap/neuter return and spay/neuter policies for the Animal Shelter.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding Bretagne.

Dan Ballou, 417 Windsor Terrace, Rock Hill spoke about the Unified Development Ordinance.

James McCarthy, 9005 Cambridge Green Drive, Charlotte, North Carolina, spoke about Bretagne and how he would like to see it pass.

Mike Mitchum, 2349 Dover Lane, spoke regarding the Unified Development Ordinance

Winston Smith, 842 South Lake Drive, Lancaster

### **Consent Agenda**

#### **a. Minutes of the following meetings**

- September 26, 2016 Special Council meeting**

Larry Honeycutt moved to approve Consent Agenda item 7a. Seconded by Brian Carnes. Passed 6-0.

## **Non-Consent Agenda**

### **Resolution 0940-R2016 Land Acquisition**

Resolution Title: A Resolution approving the acquisition of land for the siting of Public Safety Communications radio towers.

Brian Carnes moved to approve Resolution 0940-R2016. Seconded by Steve Harper. Passed 6-0.

### **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds**

Ordinance Title: An Ordinance to authorize and provide for the issuance and sale of not to exceed \$15,000,000 principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, or such other appropriate series designation; to limit the payment of the bonds solely to the assessments imposed within the Sun City Improvement District; to provide for the execution of a second supplemental indenture; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto.

Chairman Bundy opened the public hearing to receive comments from the public regarding Ordinance 2016-1404. No citizens spoke.

Larry McCullough moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1404. Seconded by Brian Carnes. Passed 6-0.

### **Resolution 0931-R2016 Gift of Service Sidearm**

Resolution Title: A resolution expressing appreciation to Sheriff's investigator Phil Crawford and authorizing a gift to him by Lancaster County of his service sidearm on the occasion of his retirement.

Larry Honeycutt moved to approve Resolution 0931-R2016. Seconded by Steve Harper. Passed 6-0.

### **2<sup>nd</sup> Reading of Ordinance 2015-1386 – Avondale rezoning**

Ordinance Title: An Ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property of Floyd Kenty & Eleese M. Moore, Dean Ross and Janel S. Withers, the Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith Iii, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely located between Calvin Hall Road and Harrisburg Road From R-15P, Moderate Density Residential/Agricultural Panhandle And B-3, General Commercial Districts to Planned Development (PDD-27) District; and to provide for



other matters related thereto.

Brian Carnes moved to approve 2<sup>nd</sup> Reading of Ordinance 2015-1386. Seconded by Larry McCullough. Passed 4-2. Jack Estridge and Bob Bundy opposed.

**2nd 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.

Steve Harper moved to approve 2<sup>nd</sup> Reading of Ordinance 2015-1369. Seconded by Larry Honeycutt. Passed 4-2. Jack Estridge and Bob Bundy opposed.

**2nd 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.

Steve Harper moved to approve 2<sup>nd</sup> Reading of Ordinance 2015-1370. Seconded by Larry Honeycutt. Passed 4-2. Jack Estridge and Bob Bundy opposed.

**1st 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.

Brian Carnes moved to approve 1<sup>st</sup> Reading of Ordinance 2016-1419. Seconded by Larry McCullough. Passed 6-0.

**1st 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.

Jack Estridge moved to approve 1<sup>st</sup> Reading of Ordinance 2016-1420. Seconded by Larry Honeycutt. Passed 6-0.

**Resolution 0939-R2016 FY 2016-2017 Budget Transfers**

Resolution Title: A Resolution to authorize the transfer of funds within the County General Fund; to authorize certain county officials to take actions necessary to effectuate the purposes of this Resolution; and to provide for other matters related thereto.

Larry Honeycutt moved to approve Resolution 0939-R2016 FY 2016-2017. Seconded by Brian Carnes. Passed 6-0.

**1<sup>st</sup> 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 1<sup>st</sup> Reading of Ordinance 2016-1421 FY 2016-2017. Seconded by Larry McCullough. Passed 6-0.

**1<sup>st</sup> Reading of Ordinance 2016-1422 Unified Development Ordinance (UDO)**

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 moved to approve 1<sup>st</sup> Reading of Ordinance 2016-1422 the Unified Development Ordinance (UDO). Seconded by Larry McCullough

Larry McCullough moved to amend Ordinance 2016-1422 to add language regarding the Advisory Committee in Chapter 9 before Second Reading. Seconded by Larry Honeycutt. Passed 4-2. Steve Harper and Jack Estridge opposed.

Steve Harper moved to amend 9.1.4.a.5.a to add the following words to Preliminary Plat: minor and major subdivisions. Seconded by Larry Honeycutt. Passed 6-0.

Steve Harper moved to authorize Penelope Karagounis, Planning Director, to combine the public and private recreation facilities in definitions and use tables. Seconded by Brian Carnes. Passed 5-1. Bob Bundy opposed.

Brian Carnes moved to amend the 1<sup>st</sup> Reading of Ordinance 2016-1422 to add parcel 0008-00-026.03 to Mixed Use District. Seconded by Jack Estridge. Passed 6-0.

Explanation of the above motion: The current zoning is B-3 and was proposed for Regional Business and then recommended by the Planning Department to the proposed Mixed Use District. On October 3, 2016 the Planning Commission did not recommend this parcel to be changed to the new mixed use district.

Larry McCullough moved to amend 1<sup>st</sup> Reading of Ordinance 2016-1422 to add parcel numbers 0010-00-028.03; 0010-00-009.00; 0010-00-00-028.00; 0010-00-010.02 to a new proposed zoning LDR to RN. Seconded by Brian Carnes. Passed 6-0.

Explanation of the above motion: The current zoning is R-15P and Planning Department proposed LDR however, the property owner contacted the Planning Department and requested to change the parcels to RN, due to the fact the property is used for active commercial farming.

Steve Harper moved to reconsider his motion to amend 9.1.4.a.5.a. Seconded by Brian Carnes. Passed 5-1. Jack Estridge opposed.

Steve Harper moved to amend 9.1.4.a.5.a to add the following words to Preliminary Plat: "major subdivisions" only. Seconded by Larry Honeycutt. Passed 6-0.

Steve Harper moved to reconsider his motion regarding combining the public and private recreation facilities in definitions and use tables. Seconded by Larry Honeycutt. Passed 6-0.

Larry McCullough moved that the written Vested Property Rights provisions presently before you, including all of sections A, B, C & D be included in and made a part of Chapter 9 of the 1st Reading version of the Unified Development Ordinance. Seconded by Brian Carnes. Passed 6-0.

Larry McCullough moved that the last sentence of Section 4.2, subsection E.1.(page 4-3), including all of subsections a-h, be deleted and that substituted therefore and made a part of the 1st Reading version of the Unified Development Ordinance the following language be added as the last sentence in E.1.: *"Zones A, B1 and B2 are located within the Approach Zone and Transitional Zone as defined in Sections 4.2.1.D.1.a. Zones C1 and C2 are located within the Primary Zone and Transitional Zones as defined in Sections 4.2.1.D.1.b and 4.2.1.D.1.c respectively. Zone D is located within the Horizontal Zone as defined in Section 4.2.1.D.1.d. Zone E is located within the Conical Zone as defined in Section 4.2.1.D.1.e. Zone F is a 6-mile boundary from McWhirter Field that prohibits new municipal solid waste landfills (MSWL) within Zones A, B1, B2, C1, C2, D, E and F."* Seconded by Larry Honeycutt. Passed 6-0.

Larry McCullough moved that in Section 2.5.3, Use Table, (page 2-10) of the new UDO that Bed and Breakfast Homes be added to the Low Density Residential block and that **in Section**

5.3, Lodging Uses (page 5-6) that Low Density Residential be added as an acceptable district and that this change be made a part of the 1<sup>st</sup> Reading version of the Unified Development Ordinance. Seconded by Steve Harper. Passed 6-0.

Larry McCullough moved that in Section 2.5.3, Use Table, (page 2-12) of the new UDO that Event Venue/Banquet Hall be added to the Low Density Residential block and the Medium Density Residential block and that in section 5.6.2 (page 5-18) that Low Density Residential and Medium Density Residential be added as acceptable districts. However as an additional requirement for the Low Density Residential and Medium Density Residential districts, the following is added to as a condition: 1) minimum lot size for use shall be ten (10) acres not including accessory uses; 2) maximum square footage permissible in these districts shall not exceed six thousand (6,000) square feet. I ask that these changes be made a part of the 1<sup>st</sup> Reading version of the Unified Development Ordinance. Seconded by Brian Carnes. Passed 6-0.

Council voted to approve 1<sup>st</sup> reading of Ordinance 2016-1422 as amend 5-1. Jack Estridge opposed.

Steve Harper withdrew the motion to authorize Penelope Karagounis, Planning Director, to combine the public and private recreation facilities in definitions and use tables. Larry Honeycutt withdrew his second.

Councilman Harper made motions and subsequently withdrew them on the following topics and requested that Planning Staff review these issues prior to second reading:

1. Remove 4.9.2.a regarding permitted trees
2. Administrator referred to in the document is confusing
3. Strike 5.10.3.b.a regarding small animals
4. 6.5.2 street classification – typo on 521
5. 6.8 – look at State requirement for Traffic Impact Analysis
6. Check reference 7.7 (reference has 7.7.2 – that does not exist)
7. Combination of the Public and Private recreation facilities in definitions and use tables

#### **Discussion / Action Items**

Victims Advocate Grant. *Sheriff Faile* – pgs. 329-330 Information only.

Supplemental Emergency Management Grant Award. Information only.

Board and Commission Appointments. Passed 6-0.



Clerk to Council job description discussion. The Chairman appointed a committee for this position as follows: Brian Carnes, Charlene McGriff and Steve Harper. Charlene McGriff will be the chair. Council approved splitting the job functions and the Committee will review the resumes and report back to Council.

**Adjournment**

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

Respectfully Submitted:                      Approved by Council September 26, 2016

Chelsea H. Gardner  
Deputy Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary

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STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

ORDINANCE NO.: 2015-1386

**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF Floyd Kenthy & Elease M. Moore, Dean Ross and Janel S. Withers, The Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely LOCATED AT between Calvin Hall Road and Harrisburg Road FROM R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial DISTRICTS TO Planned Development (PDD-27) DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Sinacori Homes (Authorized Agent for property owners) applied to rezone property located at between Calvin Hall Road and Harrisburg Road from R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial Districts, to Planned Development (PDD-27), District.

(b) On November, 17<sup>th</sup>, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural and B-3, General Commercial Districts to PDD-27, Planned Development District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-074.03(portion), 0005-00-075.00, 0005-00-075.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05, 0005-00-089.01, 0005-00-089.00, 0005-00-083.00, 0005-00-079.01.

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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

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

ATTEST:

\_\_\_\_\_  
Chelsea Gardner, Deputy Clerk to Council

First Reading: December 14, 2015  
Second Reading: October 24, 2016  
Third Reading: November 14, 2016



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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1393

COUNTY OF LANCASTER

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)

**AN ORDINANCE**

**TO AUTHORIZE CERTAIN MODIFICATIONS TO THE WALNUT CREEK IMPROVEMENT DISTRICT, INCLUDING ENLARGING THE DISTRICT BY ADDING CERTAIN PARCELS THEREIN TO BOND AREA 2 AND BOND AREA 3; APPROVING REVISED ASSESSMENT ROLLS RELATING TO SUCH PARCELS; AUTHORIZING NOT EXCEEDING \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ASSESSMENT REVENUE BONDS, IN ONE OR MORE SERIES RELATED TO BOND AREA 2 AND BOND AREA 3; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO**

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

**Section 1. Findings.**

The Lancaster County Council finds that:

(a) The County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted on May 22, 2006, and as amended by Ordinance No. 2015-1367 enacted on December 14, 2015 (as so amended, the "Improvement District Ordinance"), has heretofore established the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "Improvement District"), relating to an approximately 868-acre residential development known as "Walnut Creek", formerly known as "Edenmoor" (the "Development"), and approved an Assessment Roll for each Bond Area (as such terms are defined herein);

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

(c) The Series 2006A Bonds, together with the Series 2006B Bonds, were issued in order to fund certain improvements within or associated with the Development, which Series 2006A Bonds are payable from and secured by non-*ad valorem* assessments (presently consisting only of an Assessment A) imposed upon the parcels therein (each, an "Assessment" or "Assessment A"; collectively, the "Assessments");

(d) Pursuant to the Improvement District Ordinance, the Improvement District has been subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), as further defined herein), and the Assessment A applicable to each such Bond Area also relates to a specific sub-series of Series A Bonds (as defined in the Assessment Roll A, including the Rate and Method of Apportionment of Assessment A (the "Apportionment of Assessments") attached as an appendix thereto (together with the Apportionment of Assessments, each, an "Assessment Roll"), relating to each such Bond Area) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds;

(e) Pursuant to the Amended and Restated Master Trust Indenture dated February 11, 2016 (the "Amended and Restated Indenture"), between the County and the Trustee, which amended and restated the Original Indenture in its entirety, the County issued \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-2 Bonds"), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 3), in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds").

(f) The County understands that Edenmoor Acquisition, LLC (the "Sole Bondholder"), presently owns 100% of the outstanding principal amount of the Series 2006A-2 Bonds and the Series 2006A-3 Bonds, and that Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC (collectively, the "Purchaser") presently own, or have contractual rights to consent to certain modifications to Bond Area 2 and Bond Area 3 within the Improvement District (including modifications to the quantity of Assessment A imposed therein) and the Assessment Documents related to such Bond Area 2 and Bond Area 3) on behalf of the owners of, almost 100% of the property located in Bond Area 2 and Bond Area 3; and

(h) The Purchaser and the Sole Bondholder desire to make certain changes to the Improvement District and/or the Assessment Roll A previously approved for each of Bond Area 2 (the "Original Assessment Roll A-2") and Bond Area 3 (the "Original Assessment Roll A-3" and, together, the "Assessment Documents"), namely (I) adding one parcel to the Improvement District within Bond Area 2 and one parcel to the Improvement District within Bond Area 3; (II) modifying the classifications in the Assessment Documents for future development uses within Bond Area 2 and Bond Area 3; (III) increasing the total Assessment A imposed upon the parcels within Bond Area 2 and Bond Area 3; (IV) allocating the updated total Assessment A on Bond Area 2 and Bond Area 3 to the parcels in Bond Area 2 and Bond Area 3; (V) making all changes to the allocation and apportionment of Assessments for Bond Area 2 and Bond Area 3; (VI) extending the maturity dates of the existing Series 2006A-2 Bonds and Series 2006A-3 Bonds for up to five years, and (VII) contemplating the issuance and sale from time to time to the Sole Bondholder or any affiliate of the Purchaser acceptable to the County (the "Bond Purchaser") of new bonds secured by and payable from Assessment A imposed on Bond Area 2 or Bond Area 3 in order to finance costs of additional Improvements (as defined herein), which may be undertaken in connection with the refunding of or issuance in exchange for all or a portion of the existing Series

2006A-2 Bonds or Series 2006A-3 Bonds, or combined with or constitute a portion of a larger debt issue including bonds issued for such purposes; provided that in no event will such changes increase or affect in any way the Assessments applicable to parcels within Bond Area 1 of the Improvement District, which secure and are payable for the County's \$8,510,000 aggregate principal amount of Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (the "Series 2016A-1 Bonds").

(i) Prior to the issuance of the Series 2006 Bonds, the County Council adopted an "improvement plan" (within the meaning of Section 4-35-30(4) of the Code of Laws of South Carolina 1976, as amended (the "Act"), entitled "Lawson's Bend Improvement Plan" (the "Original Improvement Plan") which Original Improvement Plan, among other things, contemplated the creation of the Improvement District as an "improvement district" (within the meaning of Section 4-35-30(3) of the Act). As set forth in Resolution No. 0923-R2016, adopted by County Council on June 13, 2016, which replaced Resolution Nos. 0920-R2016 and 0901-R2015, adopted by County Council on May 23, 2016 and December 14, 2015 (as so replaced, the "Resolution"), the County approved the Amended Improvement Plan, which updates and makes certain changes to the Original Improvement Plan consistent with the changes and proposed changes to the Assessment Documents described above, and as may be further amended or supplemented from time to time. The Amended Improvement Plan contemplates the construction of a roadway system, a sanitary sewer system, a water system and a drainage system, a County park and other public improvements within the Improvement District, whether currently completed or proposed as more particularly described therein (collectively, the "Improvements"), which constitute "improvements" (within the meaning of Section 4-35-30(2) of the Act).

(j) Pursuant to Section 4-35-50 of the Act, County Council hereby finds that: (1) the Improvements are and may be beneficial within the Improvement District; (2) the Improvements have and are likely to significantly improve property values within the Improvement District by promoting the development of the property, (3) it is and would be fair and equitable to finance all or part of the cost of the Improvements by an assessment upon the real property located within the Improvement District, (4) written consent for the creation of the Improvement District from a majority of the owners of real property within the Improvement District and having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District was obtained, and (5) written consent for certain modifications to the Improvement District (as enlarged, the "Enlarged Improvement District"), namely the addition of one parcel to Bond Area 2 and one parcel to Bond Area 3, modifying the classifications for future development uses within Bond Area 2 and Bond Area 3, increasing the total Assessment A imposed upon the parcels within Bond Area 2 and Bond Area 3 only, allocating the updated total Assessment A on Bond Area 2 and Bond Area 3 to the parcels in Bond Area 2 and Bond Area 3, making all changes to the allocation and apportionment of Assessments for Bond Area 2 and Bond Area 3, extending the maturity dates of the existing Series 2006A-2 Bonds and Series 2006A-3 Bonds for up to five years, and contemplating the issuance and sale from time to time to the Bond Purchaser of new bonds secured by and payable from Assessments imposed on Bond Area 2 and Bond Area 3 in order to finance costs of additional Improvements, from a majority of the owners of real property within the applicable sub-districts of the Enlarged Improvement District (e.g., Bond Area 2 and Bond Area 3) and having an aggregate assessed value in excess of sixty-six percent of the assessed value of Bond Area 2 and Bond Area 3, has been obtained. The basis and methodology of the Assessment A on all real property in Bond Area 2 and Bond Area 3 of the Improvement District other than property constituting the Improvements, as set forth in the Report on the Reasonable Basis of Assessment A attached hereto as Appendix A (the "Assessment Report"), is based upon the value of improvements constructed or to be constructed within the Enlarged Improvement District, as more particularly described in the Assessment Report and the Amended Improvement Plan. County Council hereby determines that such basis for the Assessment A for parcels within Bond Area 2 and Bond Area 3 is reasonable and included in the authorized methods set forth in Section 4-35-30(1) of the Act and fairly reflects the benefit



derived from the Improvements by each of the individual parcels and location of associated Improvements, all as supported by the Assessment Report.

(k) Pursuant to Section 4-35-60 of the Act and the provisions of the Resolution, a public hearing concerning the Resolution was held on July 18, 2016, which date was neither sooner than thirty days and nor more than forty-five days following the adoption of the Resolution and neither less than ten days nor more than 120 days before the passage of this ordinance. Pursuant to Section 4-35-70 of the Act, the entire text of the Resolution was published once a week for three successive weeks in The Lancaster News, which is a newspaper of general circulation in the County. The last date of publication was not less than ten days prior to the date of the public hearing concerning the Resolution.

(l) There have been filed with the Clerk to Council a list of the parcels within Bond Area 1, Bond Area 2 and Bond Area 3 (including the two additional parcels proposed to be added therein), including a representative map of the Enlarged Improvement District showing each such Bond Area, attached as Appendix B hereto, and the following documents:

(1) with respect to the parcels within Bond Area 1 of the Enlarged Improvement District, an Assessment Roll A for Bond Area 1 as previously approved by the County Council ("Assessment Roll A-1", included in Exhibit 1 attached hereto); and

(2) with respect to the parcels within Bond Area 2 of the Enlarged Improvement District, a preliminary Assessment Roll A for Bond Area 2 ("Assessment Roll A-2", included in Exhibit 2 attached hereto); and

(3) with respect to the parcels within Bond Area 3 of the Enlarged Improvement District, a preliminary Assessment Roll A for Bond Area 3 ("Assessment Roll A-3", included in Exhibit 3 attached hereto);

(m) There have also been filed with the Clerk to Council a form of Supplemental Trust Indenture to the Amended and Restated Indenture (the "Supplemental Indenture"), relating to the issuance of New Bonds (as defined herein). The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the New Bonds.

**Section 2. Amendment of Assessment Documents and Approval of Revised Assessment Rolls and Amendments to Amended Improvement Plan.**

(a) The Original Assessment Roll A-2 is hereby amended and replaced by the Assessment Roll A-2 attached hereto as Exhibit 2, and the Original Assessment Roll A-3 is hereby amended and replaced by the Assessment Roll A-3 attached hereto as Exhibit 3, which Assessment Roll A-2 and Assessment Roll A-3 (together, the "Revised A Assessment Rolls"), together with the Assessment Roll A-1, are hereby approved and confirmed as the assessment roll within the meaning of the Act reflecting the names of the persons within Bond Area 1, Bond Area 2 and Bond Area 3, as applicable, of the Enlarged Improvement District as of the respective dates specified therein, whose properties are to be assessed for Assessment A (as further described in the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3, as applicable) and the amounts to be assessed against their respective properties with a brief description of the lots or parcels of land assessed, and shall be the basis for the actual Assessment A on each parcel of property listed thereon if not altered or amended by County Council resolution pursuant to the hearings and the final County Council meeting pursuant to Section 5

hereinafter. A copy of the Revised A Assessment Rolls shall be deposited in the offices of the County Administrator and made available for inspection by interested parties.

(b) The Enlarged Improvement District as described above and more fully in the Amended Improvement Plan is hereby created and the implementation of the Amended Improvement Plan is hereby authorized. Since the date of the original approval of the Amended Improvement Plan, certain amendments to said Amended Improvement Plan have been made. Therefore, the Amended Improvement Plan, as amended, a copy of which is attached as Appendix C hereto, is hereby approved.

### **Section 3.      Financing of Improvements and Issuance of New Bonds for Reimbursement Only.**

(a) The County understands, based on documentation related to the Series 2006 Bonds and the representations of the Purchaser, that approximately \$30,800,000 of the proceeds of the Series 2006 Bonds were used to finance certain costs of the Improvements, approximately \$33,000,000 of the Improvements have been funded directly by the Purchaser, and the total costs of the Improvements are expected to cost approximately \$91,500,000. The Original Improvement Plan contemplated that the County could issue up to \$60,000,000 in revenue bonds in one or more series to finance all or a portion of the costs of the Improvements, of which approximately \$36,000,000 principal amount of such bonds has been previously issued (excluding the Series 2016A-1 Bonds which refunded \$7,960,000 outstanding principal amount of the Series 2006A Bonds), all of which have been or would be secured by and serviced from revenue to be derived from the Assessments. The Amended Improvement Plan contemplates that the County may additionally issue from time to time not exceeding \$8,000,000 in revenue bonds in one or more series (the "New Bonds") secured by the Assessments imposed within Bond Area 2 or Bond Area 3 (as applicable) and to be serviced from revenue to be derived from the Assessments within Bond Area 2 or Bond Area 3, respectively; provided, however, that (1) the New Bonds may be issued and sold from time to time only to the Bond Purchaser in order to finance the costs of additional Improvements, pursuant to the Supplemental Indenture, (2) the New Bonds will be secured by and payable from Assessments imposed within Bond Area 2 or Bond Area 3 (as applicable), *pari passu* with the pledge of the Assessments securing the Series 2006A-2 Bonds and Series 2006A-3 Bonds, as the case may be, and in any event not from Assessments imposed within Bond Area 1, and (3) nothing herein shall obligate the County to issue the New Bonds in any particular amount, if at all. The New Bonds described in this Section 3 may, but are not required to, be issued in connection with the refunding of or issuance in exchange for all or a portion of the existing Series 2006A-2 Bonds or Series 2006A-3 Bonds, or combined with or constitute a portion of a larger debt issue including bonds issued for such purposes, if otherwise authorized by the Council.

(b) The Council does hereby approve (1) the issuance from time to time of the New Bonds as described herein (subject to the limitations described in paragraph (a) above) and the issuance of Series 2006A-2 and Series 2006A-3 Bonds (as applicable) in exchange for existing Series 2006A-2 Bonds and Series 2006A-3 Bonds, respectively; and (2) the pledge and application of the revenues generated from the imposition and collection of the Assessments for payment of the New Bonds and Administrative Expenses (as defined in the Revised A Assessment Rolls).

(c) The form, terms and provisions of the Supplemental Indenture, attached hereto as Appendix D hereto and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution

and delivery of the Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Supplemental Indenture attached hereto as Appendix D. Any amendments to the Supplemental Indenture shall be executed in the same manner. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the New Bonds, the Series 2006A-2 Bonds and the Series 2006A-3 Bonds (as applicable) in connection with the authorization set forth above, in the name of and on behalf of the County.

**Section 4.**      **Notice of Revised A Assessment Rolls.**

The County Administrator is hereby authorized and directed to cause to be mailed by registered or certified mail, return receipt requested, as soon as practicable, to the owner or owners of each parcel of land in Bond Area 2 and Bond Area 3 against which an Assessment A is to be levied, at the address appearing on the records of the County Treasurer, a notice stating the nature of the Improvements, the total proposed cost of it, the amount to be assessed against the particular property, and the basis upon which the Assessment A is made, together with the terms and conditions upon which the Assessment A may be paid. The notice must contain 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 must state the time and place fixed for the hearing of objections in respect to the Assessment A and shall be mailed neither less than 15 days nor more than 30 days before such hearing regarding the objections takes place. A property owner who fails to file with the County Council a written objection to the Assessment A against his property before such hearing regarding the objections takes place shall be considered to have consented to the Assessment A.

**Section 5.**      **Hearing of Objections to Revised A Assessment Rolls.**

(a)      The hearing of objections to an Assessment A for parcels within Bond Area 2 and Bond Area 3 is scheduled for Monday, December 12, 2016, at 6:00 p.m. or at such other date and time as shall be set by the County Administrator. Once scheduled pursuant to this section, this hearing may be postponed and rescheduled pursuant to a resolution of County Council which shall provide for reasonable notice of a new date and time.

(b)      All persons who file written objections to the Revised A Assessment Rolls within the time prescribed shall have an opportunity to appear either in person or by their attorney at the hearing held by the County Council for such purposes, but the final decision on each objection shall be made by a vote of the County Council at a public session thereof. At the session(s) held to make a final decision on the objections, County Council may make by resolution such corrections to the Revised A Assessment Rolls as it deems proper and confirm the same or set it aside and provide for a new Assessment A for parcels within Bond Area 2 and Bond Area 3.

(c)      At the session(s) held to make a final decision on the objections, County Council may make by resolution such corrections to the Assessment Report and the Apportionment of Assessments as it deems proper.

(d)      Whenever County Council shall confirm an Assessment A, either as originally prepared or as thereafter corrected, a copy thereof shall be certified by the Clerk to County Council and filed in the office of the Clerk of Court for Lancaster County, and from the time of filing the assessment impressed in the Revised A Assessment Rolls, together with the Assessment Roll A-1, constitutes and is a lien on the real property against which it is assessed superior to all other liens and encumbrances, except the lien for property taxes, and must be annually assessed and collected with the property taxes on it.

**Section 6.      Authority to Act.**

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

**Section 7.      Severability.**

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

**Section 8.      Controlling Provisions.**

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

**Section 9.      Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.



**AND IT IS SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

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

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

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

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BOND AREA #1  
EX. IMPROVEMENTS  
PHASE I AREA  
179.5 ACRES±

BOND AREA #1  
EX. IMPROVEMENTS  
PHASE III AREA  
43.4 ACRES±

COUNTY PARK  
EX. IMPROVEMENTS

BOND AREA #1  
EX. IMPROVEMENTS  
PHASE II AREA  
66.2 ACRES±

## EXHIBIT "A"



**R. JOE HARRIS & ASSOCIATES, INC.**  
Engineering • Surveying • Planning • Management  
127 Ben Casey Drive, Suite 101  
Fort Mill, South Carolina 29708  
P: 803-802-1799 | F: 803-802-0886  
[www.rjoharris.com](http://www.rjoharris.com)

DATE: 10.12.15  
PROJECT #: 2211  
DRAWN BY: B.S.P.  
CHECKED BY: B.S.P.  
DWG SCALE: 1"=1500'

CLIENT INFORMATION  
**EDENMOOR LAND ACQUISITION, LLC**  
1800 Avenue of the Stars, Third Floor  
Los Angeles, California 90067

**WALNUT CREEK  
BOND IMPROVEMENT DISTRICT**  
(FKA: EDENMOOR BOND IMPROVEMENT DISTRICT)

**BOND AREA #1 MAP**



BOND AREA #2  
PHASE II AREA  
95.8 ACRES±

COUNTY PARK  
EX. IMPROVEMENTS

BOND AREA #2  
SUBSTANTIALLY  
COMPLETED  
PARKWAY  
4055 LF

BOND AREA #2  
PHASE III AREA  
200.3 ACRES±  
(INCLUDES TM#0015-00-021.00  
8.9 ACRES±)

BOND AREA #2  
FUTURE PARKWAY  
CONSTRUCTION  
395 LF

PORTION OF FUTURE  
PARKWAY NOT ALLOCATED  
TO ANY BOND AREA  
(WITHIN BOND AREA #2 LIMITS)



**R. Joe Harris & Associates, Inc.**  
Engineering • Planning • Management • Surveying  
127 Ken Casey Drive  
Suite 101  
Fort Mill, S.C. 29708  
P: (803) 802-1799  
www.rjharris.com

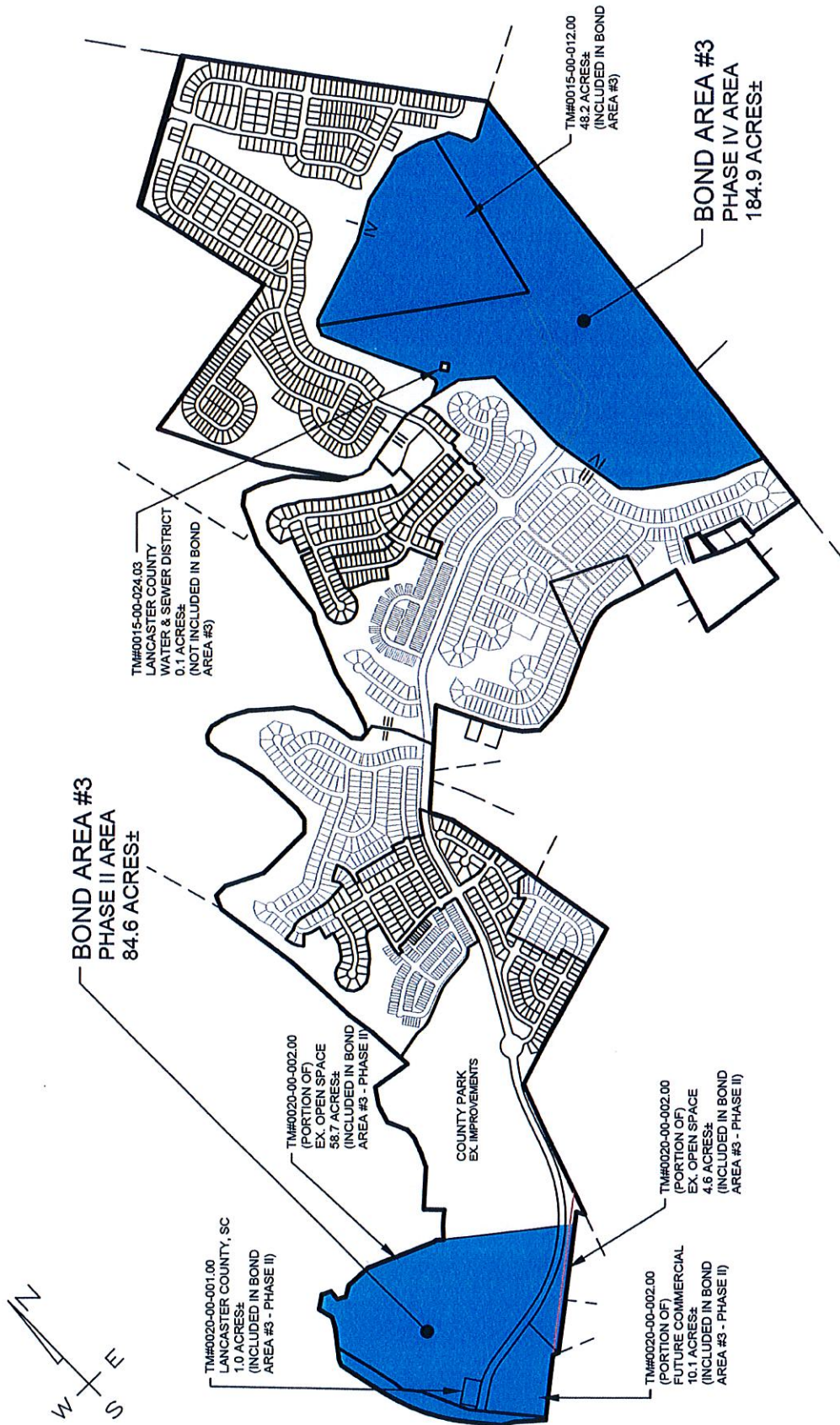
DATE: 05.02.15  
PROJECT #: 2342  
DRAWN BY: B.S.P.  
CHECKED BY: B.S.P.  
DWG SCALE: 1" = 1500'

**CLIENT INFORMATION**  
**EDENMOOR LAND ACQUISITION, LLC**  
1800 Avenue of the Stars, Third Floor  
Los Angeles, California 90067

**WALNUT CREEK  
BOND IMPROVEMENT DISTRICT**  
(FKA: EDENMOOR BOND IMPROVEMENT DISTRICT)

**BOND AREA #2 MAP**





**R. Joe Harris & Associates, Inc.**  
Engineering • Planning • Management • Surveying  
127 Ben Casey Drive  
Suite 101  
Fort Mill, S.C. 29708  
P: (803) 802-1799  
www.rjharris.com

DATE: 05.02.16  
PROJECT #: 2342  
DRAWN BY: B.S.P.  
CHECKED BY: B.S.P.  
DWG SCALE: 1"=1500'

**CLIENT INFORMATION**  
**EDENMOOR LAND ACQUISITION, LLC**  
1800 Avenue of the Stars, Third Floor  
Los Angeles, California 90067

**WALNUT CREEK  
BOND IMPROVEMENT DISTRICT**  
(FKA: EDENMOOR BOND IMPROVEMENT DISTRICT)

**BOND AREA #3 MAP**

---

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1419

**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.**

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

**Section 1. Findings.**

The Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law"), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(b) Central Wire, Inc. is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties (the "Company"), in personal property to be located in the County, the cost of which is estimated to be approximately Two Million Dollars (\$2,000,000) over five (5) years (the "Project");

(c) pursuant to Resolution No. 0928-R2016, adopted August 22, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

(d) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement between the County and the Company (the "Credit Agreement"), which provides for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments to be determined in connection with the Project, with such credits not exceeding, in the aggregate, \$79,467, and with no such credits to be provided for County property tax years beginning after December 31, 2023; and



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

**Section 2.**      **Approval of Credit Agreement.**

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

**Section 3.**      **Statutory Findings.**

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

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

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

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

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

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

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

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

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

(a) The benefits of providing the incentives arrangement set forth in the Credit Agreement include: (i) investment in personal property of approximately \$2,000,000; (ii) facility operation benefit of \$493,643; and (iii) employee benefit of \$5,267. The total benefit is estimated at \$498,910;

(b) The cost of providing the incentives arrangement is estimated at: (i) operational costs of \$137,760; and (ii) employee costs of \$13,806. The total cost is estimated at \$151,566.

(c) The benefit to cost ratio is estimated at \$3.29:1.

(d) The value of the special source revenue credits is estimated to be approximately \$79,467.

(e) Over a five-year period, approximately eighteen (18) new, full-time jobs will be created.

**Section 5.      Approval and Execution of Credit Agreement.**

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

**Section 6.      Economic Development Fund.**

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

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

**Section 7.      Authority to Act.**

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

**Section 8.      Severability.**

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

**Section 9.      Controlling Provisions.**

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

**Section 10.     Effective Date.**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED**, this 28<sup>th</sup> day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

---

Bob Bundy, Chair, County Council

---

Steve Harper, Secretary, County Council

ATTEST:

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Debbie C. Hardin, Clerk to Council

First Reading:	October 24, 2016
Second Reading:	November 14, 2016 (Tentative)
Public Hearing:	November 28, 2016 (Tentative)
Third Reading:	November 28, 2016 (Tentative)

**Exhibit A to Ordinance No. 2016-1419**

**Special Source Revenue Credit Agreement  
Lancaster County, South Carolina and Central Wire, Inc.**

See attached.

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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

**LANCASTER COUNTY, SOUTH CAROLINA**

AND

**CENTRAL WIRE, INC.**

DATED  
AS OF  
NOVEMBER 28, 2016



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## **AGREEMENT**

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this "Agreement") is made and entered into as of November 28, 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, acting by and through its County Council (the "County Council") as governing body of the County; and CENTRAL WIRE, INC., a Pennsylvania corporation (the "Company").

### **WITNESSETH:**

WHEREAS, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the "MCP Laws") and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law") (collectively, the MCP Laws and SSRC Law are referred to as the "Acts") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the MCP Laws, the County and Chesterfield County have entered into an Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015 (the "Master Park Agreement");

WHEREAS, the County, by enactment of Ordinance No. 2016-1420 on November 28, 2016, and Chesterfield County, by enactment of Resolution No. 2016-\_\_ on \_\_\_\_\_, 2016, have included in the Master Park Agreement the Company's property located at 1552 Cedar Pines Lake Road (Tax Map No. 0063-00-067.00) (the "Land");

WHEREAS, pursuant to Resolution No. 0928-R2016, adopted on August 22, 2016 (the "Inducement Resolution"), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of tax ad valorem tax payments to be made by the Company; and (ii) locate the Company's Land in an MCP Park;

WHEREAS, the Company has committed to invest at least two million dollars ((\$2,000,000)) and to create not less than eighteen (18) Jobs (as defined below) in connection with the Project (as defined below); and

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

## **ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS**

**SECTION 1.1 *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

### **SECTION 1.2 *Definitions.***

**“Acts”** has the meaning set forth in the Recitals.

**“Administrative Expenses”** has the meaning set forth in Section 9.13 of this Agreement.

**“Agreement”** means this Special Source Revenue Credit Agreement dated as of November 28, 2016, between the County and the Company.

**“Clawback Achievement Percentage”** has the meaning set forth in Section 4.3(b).

**“Clawback Minimum Investment Requirement”** shall mean an investment in the Project of at least \$2,000,000 by the Company within the Investment Period.

**“Clawback Minimum Jobs Requirement”** shall mean the creation, not later than the end of the Investment Period, and maintenance, through the Investment Period, by the Company of at least eighteen (18) new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than thirteen dollars and fifty cents (\$13.50), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

**“Company”** means Central Wire, Inc., a Pennsylvania corporation qualified to do business in South Carolina, and its successors and assigns.

**“County Council”** means the governing body of the County.

**“County”** means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

**“Documents”** means the Ordinance and this Agreement.

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**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located on or at the Real Property to the extent such property becomes a part of the Project under this Agreement.

**“Event of Default”** means any Event of Default specified in Section 7.1 of this Agreement.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

**“Inducement Resolution”** means Resolution No. 0928-R2016 of the County Council adopted on August 22, 2016, committing the County to enter into this Agreement.

**“Infrastructure Improvements”** means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits, and personal property, including machinery and equipment, used in the operation of the Project, and the costs thereof.

**“Investment Period”** means the period beginning on July 1, 2016 and ending on December 31, 2021.

**“Jobs”** means new, full-time, filled, employment positions in the County in connection with the Project.

**“Land”** has the meaning set forth in the Recitals.

**“MCP Laws”** has the meaning set forth in the Recitals.

**“Ordinance”** means Ordinance No. 2016-1419, enacted by the County Council on November 28, 2016, authorizing and approving this Agreement.

**“Park”** means the multi-county park jointly developed by the County and Chesterfield County, South Carolina pursuant to the Master Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

**“Project”** means the Equipment, Improvements, and Real Property owned by the Company.

**“Real Property”** means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.



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**“SCDOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Special Source Revenue Credit”** or **“SSRC”** has the meaning set forth in Section 4.2 of this Agreement.

**“State”** means the State of South Carolina.

**SECTION 1.3 *Amended Agreements and Documents.*** Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

## **ARTICLE II LIMITATION OF LIABILITY**

**SECTION 2.1 *Limitation of Liability.*** This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

## **ARTICLE III REPRESENTATIONS AND COVENANTS**

**SECTION 3.1 *Representations of the County.*** The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

**SECTION 3.2 *Covenants by the County.*** The County covenants with the Company to maintain the Land in the Park through December 31, 2024.

**SECTION 3.3 *Representations of the Company.*** The Company represents that (i) it is a corporation organized, validly existing, and in good standing under the laws of the State of Pennsylvania, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

## **ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM**

**SECTION 4.1 *Payments-in-Lieu-of-Taxes.***

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such ad valorem property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as ad valorem taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment by providing the written notice of election to do so as set forth in the definition of "Infrastructure Improvements" in Section 1.2 hereof, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

#### **SECTION 4.2 *Special Source Revenue Credit.***

(a) Pursuant to and subject to the provisions of this Section, the Company is entitled to a Special Source Revenue Credit ("SSRC") against its Payments-in-Lieu-of-Taxes equal to fifty percent (50%) of the Payments-in-Lieu-of-Taxes due in connection with the Project, which SSRC shall not exceed a total cumulative dollar amount of \$79,467, and no SSRC shall be provided for any County property tax year beginning after December 31, 2023.

(b) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

#### **SECTION 4.3 *Clawbacks.***

(a) If the Company does not satisfy either the Clawback Minimum Investment Requirement or the Clawback Minimum Jobs Requirement, or both, the Company shall be required to repay to the County a portion of the SSRC received, and the repayment amount shall be calculated as follows:

---

Repayment Amount = total dollar amount of SSRC received minus [dollar amount of SSRC received times Clawback Achievement Percentage].

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$2,000,000) + (Maximum Number of Jobs Meeting Clawback Minimum Jobs Requirement / 18)] ÷ 2. *Provided, however*, that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Company created 20 jobs meeting the Clawback Minimum Jobs Requirement but only achieved a maximum investment of \$1,600,000, and if the Company had received \$70,000 in SSRCs, the Repayment Amount would be \$7,000, calculated as follows:

Clawback Achievement Percentage = (\$1,600,000 / \$2,000,000) + (20/18) ÷ 2 = (80% + 100%) ÷ 2 = 180% ÷ 2 = 90%

Repayment Amount = \$70,000 - (\$70,000 x 90%) = \$70,000 - \$63,000 = \$7,000.

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

**SECTION 4.4 Term.** The term of this Agreement shall be from the effective date of this Agreement until December 31, 2024 unless earlier terminated pursuant to Section 4.3(b) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

## ARTICLE V EFFECTIVE DATE

**SECTION 5.1 Effective Date.** This Agreement shall become effective as of the date first written above.

## ARTICLE VI SPECIAL COVENANTS

**SECTION 6.1 Confidential Information.**

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

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

## **SECTION 6.2 *Indemnification Covenants.***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

**SECTION 6.3 Assignment.** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

## **ARTICLE VII**

### **EVENTS OF DEFAULT AND REMEDIES**

**SECTION 7.1 Events of Default Defined.** The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 7.2 Remedies on Default.** Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the Acts relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

**SECTION 7.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 7.4 No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

**SECTION 7.5 Default by County.** Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

## **ARTICLE VIII COMPANY OPTION TO TERMINATE**

**SECTION 8.1 Company Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination. The Company agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to the Company.



**ARTICLE IX**  
**MISCELLANEOUS**

**SECTION 9.1 Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Central Wire, Inc.  
1552 Cedar Pines Lake Road  
Lancaster, SC 29720  
Attention: Chris Charron

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

To the County:

County of Lancaster  
Attn: County Administrator  
101 N. Main St. (29720)  
P.O. Box 1809 (29721)  
Lancaster, SC

With Copy to:

County of Lancaster  
Attn: County Attorney  
101 N. Main St. (29720)  
P.O. Box 1809 (29721)  
Lancaster, SC

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

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**SECTION 9.2 *Binding Effect.*** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 9.3 *Rescission and Severability.*** In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

**SECTION 9.4 *Reserved.*** Reserved.

**SECTION 9.5 *Fiscal Year.*** If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

**SECTION 9.6 *Amendments, Changes and Modifications.*** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

**SECTION 9.7 *Execution of Counterparts.*** This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 9.8 *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 9.9 *Filings.*** The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

**SECTION 9.10 *Filing of Reports and Certifications.***

(a) The Company agrees to certify to the County Auditor on or before June 1 of each applicable year that the Company has complied with the investment and job requirements contained in Section 4.3 of this Agreement for the immediately preceding calendar year. For example, the Company would be required to certify to the County Auditor on or before June 1 of 2019 that the Company had complied with the investment and job requirements applicable to the calendar year 2018. If the certification is not made on or before June 1 of the applicable year,

the Company shall not receive the SSRC provided for in Section 4.2 for that year (in the above example, 2019).

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

(c) The Company shall cause a copy of this Agreement to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a multi-county park pursuant to the MCIP Law, and the SCDOR within 30 days after the date of execution and delivery of this Agreement by all parties hereto.

**SECTION 9.11 *Headings.*** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**SECTION 9.12 *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

**SECTION 9.13 *Administrative Expenses***

(a) Subject to a cap of four thousand dollars (\$4000.00), the Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

(b) In addition to the reimbursement of Administrative Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred dollars (\$500.00).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and  
CENTRAL WIRE, INC., pursuant to due authority, have duly executed this Special Source  
Revenue Credit Agreement, all as of November 28, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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

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

ATTEST:

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

**CENTRAL WIRE, INC.**

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

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

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

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1420

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 (CENTRAL WIRE, INC.); 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):

/G. Properties included pursuant to Lancaster County Ordinance No. 2016-1420, enacted on November 28, 2016, and Chesterfield County Resolution No. 2016-\_\_, enacted on \_\_\_\_, 2016:

1552 Cedar Pines Lake Road

Tax Map No.

Owner

0063-00-067.00

Central Wire, Inc.

**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 28<sup>th</sup> day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

ATTEST:

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Debbie C. Hardin, Clerk to Council

First Reading:           October 24, 2016  
Public Hearing:          November 28, 2016 (Tentative)  
Second Reading:       November 14, 2016 (Tentative)  
Third Reading:         November 28, 2016 (Tentative)

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1421

~~Indicates Matter Stricken~~

Indicates New Matter

### 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.

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

#### **Section 1. Appropriations; Detailed Budget.**

(a) Section 2. of Ordinance No. 2016-1398 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2016 and ending June 30, 2017 ('FY 2016-2017):

APPROPRIATIONS	AMOUNT
Airport Fund	223,483
Capital Improvement Fund	1,594,000
Capital Project Sales Tax #2	<del>9,500,000</del>
	<u>9,734,690</u>
Capital Project Sales Tax #1	2,076,679
County Debt	4,203,722
County Transportation Committee Fund	2,600,000
Court Mandated Security	1,283,500
E-911 Fund	625,150
General Fund	<del>49,137,778</del>
	<u>49,139,778</u>
Indian Land Fire Protection District Fund	596,000
Local Accommodations Tax Fund	50,000
Pleasant Valley Fire Protection District Fund	440,078
Recreation Fund	2,540,062
Development Agreement Fund	0
	<u>234,690</u>

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2016-1398, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue- Animal Shelter New Fees	2,000	
	Spay/neuter program		2,000
Capital Project Sales Tax #2 Fund	Supplemental Revenue-Transfer from Development Agreement Fund	234,690	
	Radio Communications System		234,690
Development Agreements Fund	Supplemental Revenue- Fund Balance	234,690	
	Transfer to Capital Project Sales Tax 2 Fund		234,690

#### **Animal Shelter Fees Section 1.01**

<u>Unaltered Dog</u>	Per animal	\$25.00
<u>Unaltered Cat</u>	Per animal	\$30.00
<u>Unaltered Puppy (6 months &amp; below)</u>	Per animal	\$10.00 (Max. \$50.00)
<u>Unaltered Kitten (6 months &amp; below)</u>	Per animal	\$15.00 (Max. \$50.00)
<u>Altered Dog</u>	Per animal	\$90.00
<u>Altered Cat</u>	Per animal	\$70.00

#### **Clerk of Court Section 5**

<u>Peddlers License</u>	\$150.00
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#### **Miscellaneous County Fees Section 23.02**

<u>FOIA Research Time</u>	Per Hour	Not to exceed \$15
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#### **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 in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

#### **Section 6. Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 28th day of November, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

ATTEST:

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Chelsea N. Gardner, Deputy Clerk to Council

First Reading:	October 24, 2016	Passed 6-0
Second Reading:	November 14, 2016	Tentative
Public Hearing:	November 14, 2016	Tentative
Third Reading:	November 28, 2016	Tentative

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# The Lancaster News

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

## PUBLIC HEARING NOTICE

### Fiscal Year 2016-2017 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on Monday, November 14, 2016 at 6:30pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of an Ordinance amending the Fiscal Year 2016-2017 County Budget.

### ORDINANCE 2016-1421 TO AMEND ORDINANCE 2016-1398

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 (FY2016-2017); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

General Fund	Revenue	Expense
Supplemental Revenue- Animal Shelter New Fees	2,000	
Spay/neuter program		2,000
Capital Project Sales		
Tax #2 Fund	234,690	
Supplemental Revenue- Transfer from Development Agreement Fund		
Radio Communications System		234,690
Supplemental Revenue- Fund Balance	234,690	
Development Agreements Fund		
Transfer to Capital Project Sales Tax 2 Fund		234,690

### Animal Shelter Fees Section 1.01

Unaltered Dog	Per animal	\$25.00
Unaltered Cat	Per animal	\$30.00
Unaltered Puppy (6 months & below)	Per animal	\$10.00 (Max. \$50.00)
Unaltered Kitten (6 months & below)	Per animal	\$15.00 (Max. \$50.00)
Altered Dog	Per animal	\$90.00
Altered Cat	Per animal	\$70.00

### Clerk of Court Section 5

Peddler's License	\$150.00
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### Miscellaneous County Fees Section 23.02

FOIA Research Time	Per Hour	Not to exceed \$15
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At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 10/30/16

*Karen T. Graham*

Notary Public of South Carolina

My Commission Expires June 29, 2022

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1422

COUNTY OF LANCASTER

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~~Indicates Matter Stricken~~

Indicates New Matter

**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; 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. the Council is authorized by Chapter 29, Title 6, Code of Laws of South Carolina 1976, as amended, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, to undertake planning and to adopt zoning and land development regulations (the "State Planning Law");

2. pursuant to the authority granted to the County by the State Planning Law, the County provided for zoning and land development regulations in the County by the adoption of Ordinance No.

309 in 1998 and Ordinance No. 328 in 1999, all known as the Unified Development Ordinance of Lancaster County (the “1998 UDO”);

3. since the approval of the 1998 UDO, the County has experienced tremendous growth and change and it is expected to continue through the end of the next decade;

4. the 1998 UDO is inadequate to meet the current and future needs of the County and its citizens as it relates to zoning and land development regulations and, for that reason, the County initiated the process to update and revise the 1998 UDO;

5. to begin the process of updating and revising the 1998 UDO, Council provided for the updating and revising of the Lancaster County Comprehensive Plan and by passage of Ordinance No. 2014-1318 on December 8, 2014, Council approved the Lancaster County, South Carolina Comprehensive Plan 2014-2024 (the “2014 Comprehensive Plan”);

6. subsequent to the approval of the 2014 Comprehensive Plan, Council authorized the updating and rewriting of the 1998 UDO;

7. the Planning Department engaged the Catawba Regional Council of Governments to provide professional expertise and logistical support for the update and rewrite of the 1998 UDO;

8. the Catawba Regional Council of Governments undertook an analysis of the 1998 UDO and that analysis involved a six month process in which a group of County officials met to review the 1998 UDO, identify its strengths and weaknesses and establish a foundation on how to start the rewrite of the 1998 UDO;

9. throughout the process of rewriting the 1998 UDO, numerous opportunities were provided for receiving meaningful input from the general public and stakeholders:

a. At least four (4) community meetings were held following publication of notices in local newspapers;

b. Stakeholders, such as large land owners, were identified through Council and the Planning Department and their input was sought;

c. Focus groups, consisting of those with land planning interests, developers and builders, surveyors, utility companies, commercial and industrial interests, governmental entities, rural and urban interests and others, were used to obtain input;

d. Open house, community review type meetings were held following publication of notices in local newspapers;

e. Presentations were made at meetings of local civic clubs, community advocacy organizations and business associations; and

f. Access to current information on the proposed text and maps was available at all times by way of the County’s website and that of the Catawba Regional Council of Governments;

10. the Planning Commission held public hearings following publication of notice of the hearings at which members of the public were given opportunity to be heard on the text and map changes; and

11. the Planning Commission received reports or held workshops on at least sixteen (16) occasions in 2015 and 2016.

B. It is the purpose of this ordinance, among other things, to approve and adopt an updated and revised Unified Development Ordinance including the approval and adoption of an updated and revised Official Zoning Map.

**Section 2. Amendment of Unified Development Ordinance of Lancaster County; Approval of Lancaster County Official Zoning Map.**

A. By passage of this ordinance, Council authorizes, approves and adopts the amendment of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) to read as provided in Exhibit A attached to this ordinance and incorporated herein by reference as if the amendment was set out in this ordinance in its entirety (the "2016 UDO").

B. The authorization, approval and adoption of the 2016 UDO, as provided in subsection A of this section, includes the authorization, approval and adoption of the Lancaster County Official Zoning Map as referenced in Section 1.2 of the 2016 UDO and which is a portion of the 2016 UDO. The Lancaster County Official Zoning Map, as authorized, approved and adopted by this ordinance, is on file with the Planning Department and is incorporated herein by reference as if the Lancaster County Official Zoning Map was set out in this ordinance in its entirety.

**Section 3. Repeal of Airport Safety Height Ordinance.**

The Lancaster County Airport Safety Height Ordinance, codified as Article III, Chapter 3 of the Lancaster County Code (Sections 3-41 through 3-54), is repealed.

**Section 4. Repeal of Flood Damage Prevention Ordinance.**

The Flood Damage Prevention Ordinance of Lancaster County, South Carolina, codified as Chapter 9 of the Lancaster County Code (Sections 9-1 through 9-72), is repealed.

**Section 5. Repeal of Mobile Homes and Modular Homes Ordinance.**

The Lancaster County Mobile Homes and Modular Homes Ordinance, codified as Chapter 20 of the Lancaster County Code (Sections 20-1 through 20-34), is repealed.

**Section 6. Repeal of Certain Roads, Bridges and Public Ways Laws.**

A. The following articles in Chapter 26 of the Lancaster County Code, relating to Roads, Bridges and Public Ways, are repealed: (i) Article I (In General) (Sections 26-1 through 26-20, Reserved); (ii) Articles III and IV (Reserved) (Sections 26-41 through 26-60); and (iii) Article V (Road Construction Standards) (Sections 26-61 through 26-72).



B. The following sections in Article II, Chapter 26 of the Lancaster County Code, relating to Acceptance, Maintenance and Use of Roads, Bridges and Rights-of-Way, are repealed: (i) Sections 26-21 (Prerequisites for acceptance – Preparation of plat and deed); (ii) 26-22 (Same – Inspection); (iii) 26-23 (Warranty); (iv) 26-24 (Reserved); (v) 26-25 (Variances); (vi) 26-26 (Road names; name and regulatory signs); (vii) 26-27 (Acceptance of roads); (viii) 26-28 (Priority for maintenance); (ix) 26-29 (Abandoned or private roads not maintained); (x) 26-30 (Restrictions upon use); (xi) 26-31 (Utility lines or pipes); (xii) 26-32 (“Crime watch” signs on rights-of-way); (xiii) 26-33 (Penalty for violation); and (xiv) 26-35 through 26-40 (Reserved).

**Section 7. Savings Clause.**

Except as may be otherwise provided in Appendix B of the Lancaster County Code, as amended by this ordinance, the repeal or amendment by this ordinance of any law, whether temporary or permanent or civil or criminal, does not affect pending actions, rights, duties, or liabilities founded thereon, or alter, discharge, release or extinguish any penalty, forfeiture, or liability incurred under the repealed or amended law, unless the repealed or amended provision shall so expressly provide. After the effective date of this ordinance, all laws repealed or amended by this ordinance must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this ordinance, and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

**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. Conflicting Provisions.**

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

**Section 10. Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

November 2, 2016

And it is so ordained, this \_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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

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

ATTEST:

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

First Reading:           October 24, 2016  
Second Reading:  
Third Reading:

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**Exhibit A to Ordinance No. 2016-1422**

**Appendix B – Unified Development Ordinance**

Chapter 1 – Introductory Provisions

1.1 LEGAL PROVISIONS

1.1.1 TITLE

These development ordinances and map delineating the location and use of land . . . ”

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. ~~2016-~~2016-1422

COUNTY OF LANCASTER

)

~~Indicates Matter Stricken~~

Indicates New Matter

**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; 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. the Council is authorized by Chapter 29, Title 6, Code of Laws of South Carolina 1976, as amended, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, to undertake planning and to adopt zoning and land development regulations (the "State Planning Law");

2. pursuant to the authority granted to the County by the State Planning Law, the County provided for zoning and land development regulations in the County by the adoption of Ordinance No.

309 in ~~199~~—1998 and Ordinance No. 328 in ~~199~~—1999, all known as the Unified Development Ordinance of Lancaster County (the “~~199~~—1998 UDO”);

3. since the approval of the ~~199~~—1998 UDO, the County has experienced tremendous growth and change and it is expected to continue through the end of the next decade;

4. the ~~199~~—1998 UDO is inadequate to meet the current and future needs of the County and its citizens as it relates to zoning and land development regulations and, for that reason, the County initiated the process to update and revise the ~~199~~—1998 UDO;

5. to begin the process of updating and revising the ~~199~~—1998 UDO, Council provided for the updating and revising of the Lancaster County Comprehensive Plan and by passage of Ordinance No. 2014-1318 on December 8, 2014, Council approved the Lancaster County, South Carolina Comprehensive Plan 2014-2024 (the “2014 Comprehensive Plan”);

6. subsequent to the approval of the 2014 Comprehensive Plan, Council authorized the updating and rewriting of the ~~1999~~—1998 UDO;

7. the Planning Department engaged the Catawba Regional Council of Governments to provide professional expertise and logistical support for the update and rewrite of the ~~199~~—1998 UDO;

8. the Catawba Regional Council of Governments undertook an analysis of the 1998 UDO and that analysis involved a six month process in which a group of County officials met to review the 1998 UDO, identify its strengths and weaknesses and establish a foundation on how to start the rewrite of the 1998 UDO;

8.9. throughout the process of rewriting the 1998 UDO, numerous opportunities were provided ~~throughout the process~~ for receiving meaningful input from the general public and stakeholders:

a. At least four (4) community meetings were held following publication of notices in local newspapers;

b. Stakeholders, such as large land owners, were identified through Council and the Planning Department and their input was sought;

~~b. Stakeholders were identified and included—~~ c. Focus groups, consisting of those with land planning interests, developers and builders, surveyors, utility companies, commercial and industrial interests, governmental entities, ~~and~~ rural and urban interests; ~~e. Focus groups— and others,~~ were used to obtain input ~~from stakeholders and others;~~

d. Open house, community review type meetings were held following publication of notices in local newspapers;

e. Presentations were made at meetings of local civic clubs, community advocacy organizations and business associations; and

f. Access to current information on the proposed text and maps was available at all times by way of the County’s website and that of the Catawba Regional Council of Governments;



~~9~~10. the Planning Commission held public hearings following publication of notice of the hearings at which members of the public were given opportunity to be heard on the text and map changes; and

~~10~~11. the Planning Commission received reports or held workshops on at least sixteen (16) occasions in 2015 and 2016.

B. It is the purpose of this ordinance, among other things, to approve and adopt an updated and revised Unified Development Ordinance including the approval and adoption of an updated and revised Official Zoning Map.

**Section 2. Amendment of Unified Development Ordinance of Lancaster County; Approval of Lancaster County Official Zoning Map.**

A. By passage of this ordinance, Council authorizes, approves and adopts the amendment of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) to read as provided in Exhibit A attached to this ordinance and incorporated herein by reference as if the amendment was set out in this ordinance in its entirety (the “2016 UDO”).

B. The authorization, approval and adoption of the 2016 UDO, as provided in subsection A of this section, includes the authorization, approval and adoption of the Lancaster County Official Zoning Map as referenced in Section 1.2 of the 2016 UDO and which is a portion of the 2016 UDO. The Lancaster County Official Zoning Map, as authorized, approved and adopted by this ordinance, is on file with the Planning Department and is incorporated herein by reference as if the Lancaster County Official Zoning Map was set out in this ordinance in its entirety.

**Section 3. Repeal of Airport Safety Height Ordinance.**

The Lancaster County Airport Safety Height Ordinance, codified as Article III, Chapter 3 of the Lancaster County Code (Sections 3-41 through 3-54), is repealed.

**Section 4. Repeal of Flood Damage Prevention Ordinance.**

The Flood Damage Prevention Ordinance of Lancaster County, South Carolina, codified as Chapter 9 of the Lancaster County Code (Sections 9-1 through 9-72), is repealed.

**Section 5. Repeal of Mobile Homes and Modular Homes Ordinance.**

The Lancaster County Mobile Homes and Modular Homes Ordinance, codified as Chapter 20 of the Lancaster County Code (Sections 20-1 through 20-34), is repealed.

**Section 6. Repeal of Certain Roads, Bridges and Public Ways Laws.**

A. The following articles in Chapter 26 of the Lancaster County Code, relating to Roads, Bridges and Public Ways, are repealed: (i) Article I (In General) (Sections 26-1 through 26-20,



Reserved); (ii) Articles III and IV (Reserved) (Sections 26-41 through 26-60); and (iii) Article V (Road Construction Standards) (Sections 26-61 through 26-72).

B. The following sections in Article II, Chapter 26 of the Lancaster County Code, relating to Acceptance, Maintenance and Use of Roads, Bridges and Rights-of-Way, are repealed: (i) Sections 26-21 (Prerequisites for acceptance – Preparation of plat and deed); (ii) 26-22 (Same – Inspection); (iii) 26-23 (Warranty); (iv) 26-24 (Reserved); (v) 26-25 (Variances); (vi) 26-26 (Road names; name and regulatory signs); (vii) 26-27 (Acceptance of roads); (viii) 26-28 (Priority for maintenance); (ix) 26-29 (Abandoned or private roads not maintained); (x) 26-30 (Restrictions upon use); (xi) 26-31 (Utility lines or pipes); (xii) 26-32 (“Crime watch” signs on rights-of-way); (xiii) 26-33 (Penalty for violation); and (xiv) 26-35 through 26-40 (Reserved).

#### **Section 7. Savings Clause.**

Except as may be otherwise provided in Appendix B of the Lancaster County Code, as amended by this ordinance, the repeal or amendment by this ordinance of any law, whether temporary or permanent or civil or criminal, does not affect pending actions, rights, duties, or liabilities founded thereon, or alter, discharge, release or extinguish any penalty, forfeiture, or liability incurred under the repealed or amended law, unless the repealed or amended provision shall so expressly provide. After the effective date of this ordinance, all laws repealed or amended by this ordinance must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this ordinance, and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

#### **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. Conflicting Provisions.**

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

#### **Section 10. Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

~~October 14~~ November 2, 2016

And it is so ordained, this \_\_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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

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

ATTEST:

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

First Reading: October 24, 2016

Second Reading:

Third Reading:

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**Exhibit A to Ordinance No. ~~2016~~ 2016-1422**

**Appendix B – Unified Development Ordinance**

Chapter 1 – Introductory Provisions

1.1 LEGAL PROVISIONS

1.1.1 TITLE

These development ordinances and map delineating the location and use of land . . . ”

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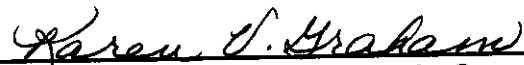
# The Lancaster News

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, November 14, 2016 at 6:30 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 2016-1422 entitled "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." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 10/28/16



Notary Public of South Carolina

My Commission Expires June 29, 2022

## Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2016-1423
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November Administration Committee November 14, 2016 Council Meeting

**Issue for Consideration:**

To amend Ordinance 573 which sets capitalization thresholds.

**Points to Consider:**

Ordinance 573 establishes capitalization thresholds for accounting purposes. Since there is no other such document, it also is used for the Capital Improvement Plan.

CIP thresholds normally coincide with the Impact Fee threshold which is governed by state law. SC Code 6-1-920(18)(g) reads: capital equipment and vehicles, with an individual unit purchase price of not less than one hundred thousand dollars including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and storm water management and control;

The existing accounting thresholds will remain unchanged by this ordinance.

**Funding and Liability Factors:**

N/A

**Council Options:**

Approve or reject the ordinance.

**Staff Recommendation:**

Approve the ordinance.

**Committee Recommendation:**

To be determined. Due to time constraints and the desire to start the CIP ordinance process in January this is coming for first reading prior to the Administration Committee meeting. Their recommendation will be reported at second reading.



STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)  
)  
)

ORDINANCE NO. 2016-1423

~~Indicates Matter Stricken~~

Indicates New Matter

### 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.

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

#### **Section 1.     Amendment to Ordinance 573.**

Ordinance 573 is hereby amended to add a Section 2 which reads:

Section 2:     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..

#### **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.  
AND IT IS SO ORDAINED, this 12<sup>th</sup> day of December, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Bob Bundy, Chair, County Council

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Steve Harper, Secretary, County Council

ATTEST:

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Chelsea Gardner, Deputy Clerk to Council

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

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**LANCASTER COUNTY**  
**CAPITAL IMPROVEMENTS PROGRAM 2017-2026**  
**DETAILED SUMMARY**

	Total Project Estimate	2016/17	2017/18	2018/19	2019/20	2020/21	Five Year 2021/2026
<b>Airport</b>	<b>\$ 14,830,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ 13,330,000</b>
Heavy Aircraft Apron	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -
Terminal	\$ 7,830,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,830,000
Maintenance Hangar/Shop	\$ 1,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,900,000
8-unit Shade Port with 8-unit T-Hangar	\$ 3,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600,000
<b>Animal Control</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000</b>
Medical Building	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
<b>Assessor / GIS</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Software upgrade	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -
<b>Building Maintenance</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>
HVAC units	\$ 125,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Building &amp; Zoning</b>	<b>\$ 17,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,550</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,550</b>
Handheld Field Units	\$ 17,100	\$ -	\$ -	\$ 8,550	\$ -	\$ -	\$ 8,550
<b>Coroner</b>	<b>\$ 95,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000</b>
Key card gate	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
Parking lot paving	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
<b>Emergency Medical Services</b>	<b>\$ 8,216,000</b>	<b>\$ 500,000</b>	<b>\$ 986,000</b>	<b>\$ 575,000</b>	<b>\$ 525,000</b>	<b>\$ 525,000</b>	<b>\$ 5,105,000</b>
Ambulances	\$ 4,550,000	\$ 500,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000
EMS Stations Construction / Relocation	\$ 3,066,000	\$ -	\$ 511,000	\$ -	\$ -	\$ -	\$ 2,555,000
Generators	\$ 200,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 100,000
QRVs / Vehicles	\$ 200,000	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 100,000
Training Equipment	\$ 200,000	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 100,000
<b>Finance</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Financial Management Software	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -

**LANCASTER COUNTY**  
**CAPITAL IMPROVEMENTS PROGRAM 2017-2026**  
**DETAILED SUMMARY**

	Total Project Estimate	2016/17	2017/18	2018/19	2019/20	2020/21	Five Year 2021/2026
<b>Fire Service / Emergency Management</b>	<b>\$ 37,990,275</b>	<b>\$ 55,000</b>	<b>\$ 187,250</b>	<b>\$ 178,000</b>	<b>\$ 423,740</b>	<b>\$ 216,000</b>	<b>\$ 36,930,285</b>
Fire Service Pickup / Brush Truck program	\$ 1,045,000	\$ 55,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 550,000
Fire Apparatus Countywide Purchase	\$ 11,096,285	-	-	-	-	-	\$ 11,096,285
Burn Training Facility Building	\$ 5,750,000	-	-	-	-	-	\$ 5,750,000
Fire Training Props - (NEW)	\$ 160,000	-	-	-	-	80,000	\$ 80,000
Fire Station Construction / Renovation - (NEW)	\$ 16,300,000	-	-	-	-	-	\$ 16,300,000
Fire Station Backup Generators - (NEW)	\$ 260,000	-	26,000	26,000	26,000	26,000	\$ 156,000
Mobile Data Terminals in Fire Engines - (NEW)	\$ 90,000	-	-	42,000	-	-	\$ 48,000
Ladder Truck Replacement	\$ 800,000	-	-	-	-	-	\$ 800,000
Aerial Fire Apparatus - (NEW)	\$ 1,000,000	-	-	-	-	-	\$ 1,000,000
Emergency Operations Center - Storage Facility - (NEW)	\$ 26,250	-	26,250	-	-	-	-
Emergency Operations Center - Roof Replacement	\$ 287,740	-	-	-	287,740	-	-
Emergency Operations Center - Loading Dock Extension - (NEW)	\$ 25,000	-	25,000	-	-	-	-
Large Generators for Emergency Shelters - (NEW)	\$ 250,000	-	-	-	-	-	\$ 250,000
Mobile Command Post for Emergency Services	\$ 900,000	-	-	-	-	-	\$ 900,000
<b>Fleet Operations</b>	<b>\$ 2,119,000</b>	<b>\$ 319,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 1,000,000</b>
Vehicles	\$ 2,119,000	\$ 319,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
<b>GIS - Geographic Information System</b>	<b>\$ 600,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	<b>\$ 300,000</b>
Pictometry	\$ 600,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 300,000
<b>Library</b>	<b>\$ 9,943,000</b>	<b>\$ 8,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,943,000</b>
Headquarters Library	\$ 8,000,000	\$ 8,000,000	-	-	-	-	-
Kershaw Branch Library (Alterations/additions)	\$ 1,329,000	-	-	-	-	-	\$ 1,329,000
Del Webb Library at Indian Land (Addition)	\$ 614,000	-	-	-	-	-	\$ 614,000
<b>MIS - Management Information System</b>	<b>\$ 1,182,900</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 682,900</b>
IT Improvements	\$ 1,182,900	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 682,900



# LANCASTER COUNTY

## CAPITAL IMPROVEMENTS PROGRAM 2017-2026

### DETAILED SUMMARY

	Total Project Estimate	2016/17	2017/18	2018/19	2019/20	2020/21	Five Year 2021/2026
<b>Public Works - Roads &amp; Bridges</b>	<b>\$ 13,280,000</b>	<b>\$ 170,000</b>	<b>\$ 4,530,000</b>	<b>\$ 1,250,000</b>	<b>\$ 480,000</b>	<b>\$ 1,250,000</b>	<b>\$ 5,600,000</b>
Water Tanker Truck (NEW)	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Lowboy Trailer	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Motorized Compaction Tamps	\$ 50,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
Trench Compactor (NEW)	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Sign Duty Pick-up Truck w/ Equipment	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Dump Truck - 5 cubic yard / Single-axle	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Dump Truck - Tandem Axle	\$ 715,000	\$ 155,000	\$ -	\$ -	\$ 140,000	\$ -	\$ 420,000
Flat Deck Trailer - 15 ton	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Portable Asphalt Reclaimer / Grinder (NEW)	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -
120 M Style Motorgrader	\$ 400,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Boom Mower Tractor	\$ 250,000	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Backhoe	\$ 450,000	\$ -	\$ 90,000	\$ -	\$ 90,000	\$ -	\$ 270,000
Vacuum Truck (NEW)	\$ 400,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Mini-excavator with attachments	\$ 130,000	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ 65,000
Public Works Complex Development	\$ 3,500,000	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -
Bridge Structures - Countywide	\$ 4,500,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 2,500,000
Contracted Asphalt Repairs - Countywide	\$ 1,800,000	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
Work Order Program Upgrade	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater / Crosspipe Maintenance	\$ 500,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
<b>Public Works - Solid Waste / Recycling</b>	<b>\$ 2,290,000</b>	<b>\$ 165,000</b>	<b>\$ 280,000</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>\$ 350,000</b>	<b>\$ 1,145,000</b>
Knuckleboom	\$ 330,000	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ 165,000
Roll-off Application Refuse Truck	\$ 300,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Solid Waste Refuse Containers	\$ 260,000	\$ -	\$ 130,000	\$ -	\$ -	\$ -	\$ 130,000
Improvements at Convenience Centers - Countywide	\$ 1,400,000	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ 700,000

**LANCASTER COUNTY**  
**CAPITAL IMPROVEMENTS PROGRAM 2017-2026**  
**DETAILED SUMMARY**

	Total Project Estimate	2016/17	2017/18	2018/19	2019/20	2020/21	Five Year 2021/2026
<b>Parks &amp; Recreation</b>	<b>\$ 27,153,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 112,000</b>	<b>\$ 50,000</b>	<b>\$ 45,000</b>	<b>\$ 26,946,900</b>
Lancaster County Sports Complex	\$ 17,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000,000
Indian Land - Gym / Playground / Picnic / Practice	\$ 5,498,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,498,500
Recreation Center Flooring	\$ 112,000	\$ -	\$ -	\$ 112,000	\$ -	\$ -	\$ -
Playground Renovations	\$ 125,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ 75,000
Playgrounds at Recreation Centers	\$ 87,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 42,000
Buford - Parking Lot / Walking Track	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Springdale - Parking Lot	\$ 131,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,400
Park Upgrades Countywide & Land Purchase	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000
<b>Sheriff</b>	<b>\$ 31,783,718</b>	<b>\$ 400,000</b>	<b>\$ 554,478</b>	<b>\$ 479,560</b>	<b>\$ 479,560</b>	<b>\$ 479,560</b>	<b>\$ 29,390,560</b>
Detention Center	\$ 26,921,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,921,000
Vehicles	\$ 4,000,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Driving/Use of Force Simulator	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Armored Personnel Carrier	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Body Cameras	\$ 472,718	\$ -	\$ 154,478	\$ 79,560	\$ 79,560	\$ 79,560	\$ 79,560
<b>Total Departmental Requests</b>	<b>\$ 150,300,893</b>	<b>\$ 9,769,000</b>	<b>\$ 7,522,728</b>	<b>\$ 3,373,110</b>	<b>\$ 3,843,300</b>	<b>\$ 3,250,560</b>	<b>\$ 122,542,195</b>

## Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2016-1424
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 14, 2016

**Issue for Consideration:**

Approval of Brookchase bonds.

**Points to Consider:**

We have been reducing the principal on this every year but bond attorney Frannie Heizer advises now is the time to lock in low interest rates.

This ordinance will lock in the lower rates.

**Funding and Liability Factors:**

\$675,000 through a special source bond. This is not a general obligation debt of the county.

**Council Options:**

Approve or reject the ordinance.

**Staff Recommendation:**

Approve the ordinance.

**Committee Recommendation:**

Favorable recommendation from the Administration Committee.

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.

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, this \_\_\_\_ 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
Public Hearing:	November 28, 2016
Third Reading;	December 12, 2016

**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](mailto:vtthompson@lanastercountysc.net) with a copy to Francenia B. Heizer, Esquire, Bond Counsel to the County, at [fheizer@mcnair.net](mailto: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](mailto: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

## Agenda Item Summary

Ordinance #: 2016-1425

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: November 14, 2016

Committee: Economic Development Structural Committee



**Issue for Consideration:** Whether or not it is appropriate for County Council to consider passage of this ordinance that will set the membership for the Department of Economic Development's Advisory board?

**Points to Consider:** This Board will be advisory in nature only, making recommendations to Council for the ultimate policy decision. The recommendations decided upon by the Board will not be related to specific economic development projects; but, rather, their discussions and recommendations will center around means and methods of accomplishing successful economic development activities by the County. This new Board will not be composed of any elected officials nor will there be any financial dues associated with appointments. All appointments will be confirmed by the Council.

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

**Council Options:** Approve or reject the ordinance.

**Recommendation:** The Council's Economic Development Structural Committee voted unanimously that the ordinance be forward to Council with a favorable recommendation.

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**STATE OF SOUTH CAROLINA    )                    ORDINANCE NO. 2016-1425**

**COUNTY OF LANCASTER            )**

**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 fifteen (15) 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.
- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

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

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

Attest:

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

First Reading:

Second Reading:

Third Reading:



## Agenda Item Summary

Ordinance #: 2016-1426

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: November 14, 2016

Committee: N/A

**Issue for Consideration:** Whether or not it is appropriate for County Council to consider passage of this ordinance that will amend an existing Fee In Lieu of Tax Incentive Agreement and a related Lease Agreement between PCI Group, Inc. and LTR Realty, LLC. and Lancaster County?

**Points to Consider:** PCI Group, Inc. and its property owner partner, LTRR Realty, LLC work under an existing FILOT and lease Agreement that has proven to be a successful business venture and job generator for the citizens and residents of Lancaster County. Subject to the conditions that at least 100 jobs are maintained with an hourly wage of not less than \$17.47, the lease is being extended for an additional thirty (30) years and, further, additional Special Source Revenue Credits are being authorized and approved as note on page 3 of the FILOT amendment attached hereto.

**Funding and Liability Factors:** The passage of this ordinance will have no material impact on the tax revenue for Lancaster County.

**Council Options:** Approve or reject the ordinance.

**Recommendation:** The Council previously was briefed on this subject by the Director of Economic Development and, following that discussion, Council in open session authorized Mr. Gilbert to move forward with the negotiations that have culminated in the terms and conditions of this ordinance.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2016-1426

**AN ORDINANCE**

**AUTHORIZING (I) THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LANCASTER COUNTY, PCI GROUP, INC. AND LTRR REALTY, LLC; (II) THE EXECUTION AND DELIVERY OF AN AMENDMENT TO LEASE AGREEMENT BETWEEN LANCASTER COUNTY, PCI GROUP, INC. AND LTRR REALTY, LLC; AND (III) OTHER MATTERS RELATING THERETO.**

**WHEREAS**, 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 the Fee in Lieu of Tax Simplification Act, Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (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”); and

**WHEREAS**, the County has previously entered into (i) 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) that certain Fee in Lieu of Tax and Incentive Agreement among the County and 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”); and

**WHEREAS**, 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 among the County and LTRR (the “Lease Amendment”); and (ii) an Amendment to Fee Agreement to be entered into among the County and PCI (the “Fee Agreement Amendment” and collectively with the Lease Amendment, the “Amendments”); and

**WHEREAS**, the County has caused to be prepared and presented to the Council the forms of the Lease Amendment and the Fee Agreement Amendment, which the County proposes to execute

and deliver, and the same are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

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

Section 1. It is hereby found, determined and declared by the Council, as follows:

- (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; and
- (b) The Project will continue to benefit the general public welfare of the County by providing or maintaining employment and other public benefits not otherwise provided locally; and
- (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 a charge against its general credit or taxing power; and
- (d) The purposes of 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 2. The form, terms and provisions of the Amendments presented to this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the same were set out in this Ordinance in their entirety. The Council Chair and Council Secretary are hereby individually authorized, empowered and directed to execute, acknowledge and deliver the Amendments in the name and on behalf of the County, and thereupon to cause the same to be delivered to LTRR and PCI. The Lease Amendment is to be in substantially the form now before this meeting, and attached hereto as Exhibit A, and hereby approved, or with such changes therein as may be required or deemed appropriate by the officials of the County executing the same, with the advice of counsel, provided in no event may any changes be materially adverse to the County, in order to accomplish the purposes of the transactions authorized by this Ordinance, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease Amendment now before this meeting. The Fee Agreement Amendment is to be in substantially the form now before this meeting, and attached hereto as Exhibit A, and hereby approved, or with such changes therein as may be required or deemed appropriate by the officials of the County executing the same, with the advice of counsel, provided in no event may any changes be materially adverse to the County, in order to

accomplish the purposes of the transactions authorized by this Ordinance, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement Amendment now before this meeting.

Section 3. The above-referenced officials of the County are authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Amendments and as are customary in arrangements of this type. The Clerk to Council is authorized to attest the Amendments. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all further action as may be necessary to effectuate the purposes of this ordinance.

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

Section 5. To the extent that this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions of contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. This ordinance is effective upon Third Reading.

*(Remainder of page is blank)*

**AND IT SO ORDAINED**

Dated this \_\_\_\_ day of December, 2016

**LANCASTER COUNTY, SOUTH CAROLINA**

**(SEAL)**

By:

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

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

**ATTEST:**

\_\_\_\_\_  
Chelsea Gardner, Interim Clerk to Council

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

**Exhibit A to Ordinance No. \_\_\_\_**

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

See attached.

Draft – November 2, 2016

**AMENDMENT**  
**TO**  
**LEASE AGREEMENT**  
**BETWEEN LANCASTER COUNTY, SOUTH CAROLINA**  
**AND**  
**LTRR REALTY, LLC**  
**AMENDMENT DATED AS OF**  
**[ ]**



## AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT TO LEASE AGREEMENT** (the "Amendment to Lease Agreement") is made and entered into as of [\_\_\_\_\_], 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 \_\_\_\_\_, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**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. \_\_\_\_**

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

See attached.

Draft – November 2, 2016

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

**AMENDMENT DATED AS OF**  
**[\_\_\_\_\_]**

## 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 [\_\_\_\_\_], 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 [\_\_\_\_\_], 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 =  $150 / 180 = 83.33\%$

$$\text{Repayment Amount} = \$1,000,000 - (\$1,000,000 * 83.33\%) = \$166.666.67$$

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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]

## Agenda Item Summary

Ordinance #: 2016-1427

Contact Person: John Weaver



Department: County Attorney

Date Requested to be on Council Agenda: November 14, 2016

Committee: N/A

**Issue for Consideration:** Whether or not it is appropriate for County Council to consider passage of this ordinance that will add to the Master Multi-County Park Agreement between Chesterfield County and Lancaster County the real property occupied by PCI Group, Inc. and owned by its real estate partner, LTRR Realty, LLC.

**Points to Consider:** For the benefit of Council and the records of Lancaster County, attached to this Agenda Item Summary is a copy of the most recently updated listing of the properties within the Master Multi-County Park Agreement as of September 12, 2016.

**Funding and Liability Factors:** The passage of this ordinance will have no material impact on the tax revenue for Lancaster County.

**Council Options:** Approve or reject the ordinance.

**Recommendation:** It is the Administrator's and County Attorney's recommendations that this property be added to the Master Multi-County Park Agreement.

**Amended and Restated**  
**Master Multi-County Park Agreement**

**between**

**Chesterfield County, South Carolina**

**and**

**Lancaster County, South Carolina**

**Originally Dated as of December 9, 2013 and**  
**Effective July 1, 2014**

**Amended and Restated**  
**as of**

**November 9, 2015**

**(Exhibits Updated Through September 12, 2016)**

**Amended and Restated  
Master Multi-County Park Agreement**

**between**

**Chesterfield County, South Carolina and Lancaster County, South Carolina**

**Originally Dated as of December 9, 2013 and Effective July 1, 2014**

**Amended and Restated as of November 9, 2015**

**(Exhibits Updated Through September 12, 2016)**

This AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT is made and entered into as of the 9<sup>th</sup> day of November, 2015, by and between CHESTERFIELD COUNTY, SOUTH CAROLINA ("Chesterfield County") and LANCASTER COUNTY, SOUTH CAROLINA ("Lancaster County") (collectively, Chesterfield County and Lancaster County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Amended and Restated Master Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Chesterfield County and Lancaster County agree as follows:

1. Effective Date. This Amended and Restated Master Agreement is effective at 12:00 a.m. (midnight), November 9, 2015 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Lancaster County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 2015-1352 and Chesterfield County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 14-15-20.

3. Purpose; Intent. (A) *General*. The purpose of this Amended and Restated Master Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law consisting of multiple properties located in each county, (ii) encourage the investment of capital and the creation of jobs in Lancaster County and Chesterfield County, and (iii) to provide a simple process for the two counties to use the multi-county park mechanism as a tool to recruit new business and industry to locate in the respective counties and to encourage the expansion of existing business and industry.

(B) *Prior Agreement*. It is the intention of the Parties for this Amended and Restated Master Multi-County Park Agreement to replace and supersede for all purposes the Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina dated December 9, 2013 and effective July 1, 2014.



4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Amended and Restated Master Agreement (the “Park”).

5. The Park. (A) *Location.* The Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster County) to this Amended and Restated Master Agreement, and property located in Chesterfield County, as further identified in Exhibit B (Chesterfield County), to this Amended and Restated Master Agreement. The Park may consist of non-contiguous properties within each county.

(B) *Addition and Removal of Property.*

(1) *County Action Required.* Property may be added to the Park by ordinance of the county in which the subject property is located and resolution of the non-host county. Property may be removed from the Park by ordinances of both counties.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Amended and Restated Master Agreement is deemed amended and a revised Exhibit A (Lancaster County) or Exhibit B (Chesterfield County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Amended and Restated Master Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park (“Fee in Lieu of Taxes” or “FILOT”).

7. Allocation of Expenses. Lancaster County and Chesterfield County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%
(2)	Chesterfield County	0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%
(2)	Chesterfield County	100%

8. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%
(2)	Chesterfield County	1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%
(2)	Chesterfield County	99%

9. Revenue Allocation Within Each County. (A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Lancaster County and to Chesterfield County, as applicable, according to the proportions established by Paragraph 8 of this Amended and Restated Master Agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County.* Revenues allocable to Lancaster County by way of FILOT generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of FILOT generated within Lancaster County shall be distributed solely to Chesterfield County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Lancaster County portion of the Park and the terms of those agreements shall be at the sole discretion of Lancaster County. The Parties further agree that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of those agreements shall be at the sole discretion of Chesterfield County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Amended and Restated Master Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality’s applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff’s Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff’s Department of Lancaster County. If any of the Park properties located in either Chesterfield County or Lancaster County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Amended and Restated Master Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Amended and Restated Master Agreement.

15. Amendments. The provisions of this Amended and Restated Master Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Amended and Restated Master Agreement are inserted for convenience only and do not constitute a part of this Amended and Restated Master Agreement.

17. Governing Law. This Amended and Restated Master Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Amended and Restated Master Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Amended and Restated Master Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Amended and Restated Master Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Lancaster County nor Chesterfield County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Amended and Restated Master Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Amended and Restated Master Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

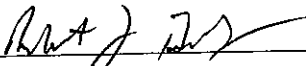
22. Termination. (A) *Duration and Renewal.* This Amended and Restated Master Agreement commences on the Effective Date and ends on December 31, 2063, *provided*, that this Amended and Restated Master Agreement is automatically extended for a renewal term of ten (10) years, and for not more than a total of five (5) ten (10) year renewal terms, unless either Lancaster County or Chesterfield County gives written notice to the other not less than one hundred eighty (180) days prior to the end of the applicable term that the party objects to the extension of this Amended and Restated Master Agreement. If either county gives written notice to the other of its objection to the extension of this Amended and Restated Master Agreement, then the county in which the real property is located shall give notice of the termination of this Amended and Restated Master Agreement to the owner of the real property and, if applicable, the lessee of any real property, located within the Park in that county not less than ninety (90) days prior to the end of the applicable term and the notice shall be provided in the manner set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Amended and Restated Master

Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

WITNESS our hands and seals as of the date first above written.


LANCASTER COUNTY, SOUTH CAROLINA

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

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

(Seal)

ATTEST:

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

CHESTERFIELD COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

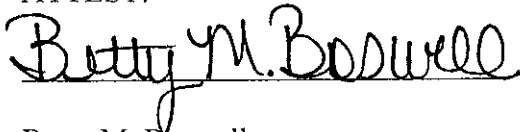
CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)



Kenneth A. Johnson  
Chair, County Council

ATTEST:



Betty M. Boswell  
Clerk to Council

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**EXHIBIT A (Lancaster County)**

**Lancaster County Property**

A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:

**U.S. 521 –Northfield Drive-Business Park**

<u>Tax Map No.</u>	<u>Owner</u>
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

**Lancaster County Air Rail Park**

<u>Tax Map No.</u>	<u>Owner</u>
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

**S.C. 9 – U.S. 521 By-Pass Business Park**

<u>Tax Map No.</u>	<u>Owner</u>
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax
0068-00-018.07	Nutramax



0068-00-018.03

Risc LLC (Cooley Bldg)

S.C. 160 - McMillian Park

Tax Map No.

Owner

0007-00-008.00

DVG Real Property LLC

0007-00-008.03

Allegiance (Cardinal Health)

0007-00-008.05

Kennametal

B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:

1320 Camp Creek Road

Tax Map No.

Owner

0068F-0B-007.00

RAL Industries LLC

C. Properties included pursuant to Lancaster County Ordinance No. 2015-1324, enacted on February 9, 2015 and effective February 9, 2015:

1531 Camp Creek Road

Tax Map No.

Owner

0068-00-035.00

Silgan Containers Manufacturing  
Corporation

D. Properties included pursuant to Lancaster County Ordinance No. 2015-1352, enacted on November 9, 2015 and effective November 9, 2015:

1759 Flat Creek Road

Tax Map No.

Owner

0080-00-001.00  
(Nutramax)

Hosiery Corporation of America

3888 Chester Highway (S.C. 9)

Tax Map No.

Owner

0066-00-033.00

Lancaster County

E. Properties included pursuant to Lancaster County Ordinance No. 2015-1381, enacted on January 11, 2016 and effective January 11, 2016, and Chesterfield County Resolution No. 2016-01:

1212 Kershaw Camden Highway

<u>Tax Map No.</u>	<u>Owner</u>
0081-00-031.00	Lineberger, Kim, Trustee
0081-00-032.00	Lineberger, Kim, Trustee
0081-00-034.01	Lineberger, Kim, Trustee
0081N-0B-005.00	Lineberger, Kim, Trustee
0081N-0B-006.00	Lineberger, Kim, Trustee

F. Properties included pursuant to Lancaster County Ordinance No. 2016-1407, enacted on September 12, 2016, and Chesterfield County Resolution No. 2016-11, enacted on September 7, 2016:

521 Corporate Center

<u>Tax Map No.</u>	<u>Owner</u>
0005-00-103.00	521 Corporate Center LLC
0005-00-103.02	Lancaster County Water and Sewer District
0005-00-103.03	Indian Land Hotel Partners LLC
0005-00-103.05	Sharonview Federal Credit Union
0005-00-109.00	Well Associates LLC
0005-00-103.08	Lancaster Real Estate Group
This is Parcel A on the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat") and Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.	
0005-00-103.07	Lancaster Real Estate Group
This is Parcel B on the Recombination Plat and it is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.	
0005-00-103.06	Lancaster Real Estate Group
This is Parcel C on the Recombination Plat and it is the product of the split of former Tax Map No. 0005-00-103.06.	

0005-00-118.00

Lancaster Real Estate Group

This is Parcel D on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

0005-00-107.00

Lancaster Real Estate Group

This is Parcel E on the Recombination Plat and it is the “loop” road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50’ public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

0005-00-105.00

Lancaster Real Estate Group

This is Parcel F on the Recombination Plant and it is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

0005-00-106.00

Lancaster Real Estate Group

This is Parcel G on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00.

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**EXHIBIT B (Chesterfield County)**  
**Chesterfield County Property**

A. Properties included pursuant to Chesterfield County Ordinance No. 14-15-20, enacted on November 4, 2015 and effective November 9, 2015:

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 Cannerys, Inc.

Andrew Bloomfield Home Place

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-1	Carolina Cannerys, Inc.

14.94 acres, U.S. Highway 52

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-3	Carolina Cannerys, Inc.

S. C. Highway 9

<u>Tax Map No.</u>	<u>Owner</u>
258-14-4-1	Highland Industries, Inc.

North of Evans Row Road

<u>Tax Map No.</u>	<u>Owner</u>
259-12-4-7	Schaeffler Group

S.C. Highway S-13-388 and Oak Street

<u>Tax Map No.</u>	<u>Owner</u>
259-1	Schaeffler Group

22.84 Acres West of Town of Cheraw

<u>Tax Map No.</u>	<u>Owner</u>
244-10	Schaeffler Group

B. Properties included pursuant to Chesterfield County Ordinance No. 15-16-10, enacted on December 16, 2015 and effective December 16, 2015, and Lancaster County Resolution No. 0903-R2015:

South Pine Street

Tax Map No.

Owner

31-11-1-5 and 31-11-1-14

Sun Recycling, Inc.

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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-\_\_\_\_, enacted on December \_\_, 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.



**AND IT IS SO ORDAINED**

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

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

## Agenda Item Summary

Ordinance #: 2016-1428

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: November 14, 2016

Committee: I&R (unanimous favorable recommendation)



**Issue for Consideration:** Whether or not it is appropriate for County Council to consider passage of this ordinance that will transfer ownership of a twenty one (21) acre portion of TMS #0156-00-002.01 (containing in total twenty five (25) acres) from Lancaster County to the Town of Kershaw.

**Points to Consider:** The money being paid by the Town of Kershaw for the purchase of this property to Lancaster County will be reinvested by the County Parks and Recreation Department back into the recreational facilities in Kershaw.

**Funding and Liability Factors:** The Town of Kershaw is paying to Lancaster County Fifty Thousand, Four Hundred Twenty Five (\$50,425.00) Dollars as compensation for the purchase of the property. .

**Council Options:** Approve or reject the ordinance.

**Recommendation:** Approve.

---

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 \_\_\_\_ 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

Third Reading: December 12, 2016

Public Hearing: December 12, 2016

**Exhibit A to Ordinance No. 2016-1428**  
**Boundary Survey**  
**Sale of a Portion of Tax Parcel No. 155-00-00-023**

See attached.



## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 14, 2016

### **Issue for Consideration:**

Discussion of 2017 calendar. This will come up for adoption at the November 28<sup>th</sup> Council meeting.

### **Points to Consider:**

Will Tuesday January 3<sup>rd</sup> suit Council for your organizational meeting? No county business is conducted but the new members will be sworn in and elections for the new Council officers for the 2017-2019 session will be conducted. The County Attorney presides over the election. We will also have photographs taken and a brief drop in follows the meeting.

Does Council desire to continue having a single meeting in July? This helps with scheduling vacations and also gives Council a breather from the numerous budget meetings. Last year was a trial period for this. On a related note, do you desire to extend this to August as well?

We historically have had only a single meeting in December due to the Christmas holidays. That would continue unless Council directs otherwise.

The Standing Committee meeting schedule was unchanged on the draft calendar. The Committees may well desire to amend this schedule in January once the new Chair has appointed the Standing Committee members. They were set at the convenience of the members.

Based on staff feedback, I would request that there be no Tuesday morning meeting following a Council meeting evening.

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

N/A

### **Council Options:**

Amend any Council meeting date. Council may even amend the day and time of Council meetings if the Council so desires.

### **Staff Recommendation:**

N/A

### **Committee Recommendation:**

N/A



## Lancaster County Meeting and Holiday Schedule

*Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting*

County Council meets the second and fourth Monday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:30 p.m. \*Please Note: There is only one meeting scheduled in July and December.

<b>January</b>	Tuesday (Organizational meeting)	January 3, 2017	<b>June</b>	Monday	June 12, 2017
	Monday	January 9, 2017		Monday	June 26, 2017
	Monday	January 23, 2017	<b>July</b>	Monday	July 17, 2017
<b>February</b>	Monday	February 13, 2017		<b>*changed to the 3<sup>rd</sup> Monday of the month</b>	
	Monday	February 27, 2017	<b>August</b>	Monday	August 14, 2017
<b>March</b>	Monday	March 13, 2017		Monday	August 28, 2017
	Monday	March 27, 2017	<b>September</b>	Monday	September 11, 2017
<b>April</b>	Monday	April 10, 2017		Monday	September 25, 2017
	Monday	April 24, 2017	<b>October</b>	Monday	October 9, 2017
<b>May</b>	Monday	May 08, 2017		Monday	October 23, 2017
	Monday	May 22, 2017	<b>November</b>	Monday	November 13, 2017
				Monday	November 27, 2017
			<b>December</b>	Monday	December 11, 2017

The Lancaster County Community Relations Commission meets the third Thursday at the County Administration Building, 101 N. Main Street, Lancaster, South Carolina at 6:30 p.m.

<b>January</b>	Thursday	January 19, 2017	<b>July</b>	Thursday	July 20, 2017
<b>February</b>	Thursday	February 16, 2017	<b>August</b>	Thursday	August 17, 2017
<b>March</b>	Thursday	March 16, 2017	<b>September</b>	Thursday	September 21, 2017
<b>April</b>	Thursday	April 20, 2017	<b>October</b>	Thursday	October 19, 2017
<b>May</b>	Thursday	May 18, 2017	<b>November</b>	Thursday	November 16, 2017
<b>June</b>	Thursday	June 15, 2017	<b>December</b>	Thursday	December 21, 2017

The Lancaster County Development Review Committee meets the second and fourth Tuesday of each month at the Historic Courthouse, 100 N. Main Street, Lancaster, South Carolina at 9:00 a.m.

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	Tuesday	July 11, 2017
	Tuesday	January 24, 2017		Tuesday	July 25, 2017
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 8, 2017
	Tuesday	February 28, 2017		Tuesday	August 22, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
	Tuesday	March 28, 2017		Tuesday	September 26, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
	Tuesday	April 25, 2017		Tuesday	October 24, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
	Tuesday	May 23, 2017		Tuesday	November 28, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	Tuesday	December 12, 2017
	Tuesday	June 27, 2017			(no second meeting schedule due to Christmas)

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 pm.

<b>January</b>	Thursday	January 5 2017	<b>July</b>	Thursday	June 29, 2017
<b>February</b>	Thursday	February 2, 2017	<b>August</b>	Thursday	August 3, 2017
<b>March</b>	Thursday	March 2, 2017	<b>September</b>	Thursday	September 7, 2017
<b>April</b>	Thursday	April 6, 2017	<b>October</b>	Thursday	October 5, 2017
<b>May</b>	Thursday	May 4, 2017	<b>November</b>	Thursday	November 2, 2017
<b>June</b>	Thursday	June 1, 2017	<b>December</b>	Thursday	December 7, 2017

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster Council on Aging Building, 309 S. Plantation Road, Lancaster, South Carolina at 11:45 am.

<b>February</b>	Wednesday	February 8, 2017	<b>August</b>	Wednesday	August 9, 2017
<b>April</b>	Wednesday	April 12, 2017	<b>October</b>	Wednesday	October 11, 2017
<b>June</b>	Wednesday	June 14, 2017	<b>December</b>	Wednesday	December 13, 2017

**The Lancaster County Historical Commission meets the second Tuesday at the County Library, 313 South White Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.**

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	Tuesday	July 11, 2017
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 8, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	Tuesday	December 12, 2017

**The Indian Land Fire Protection District Commission meets the 3<sup>rd</sup> Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.**

<b>January</b>	Wednesday	January 18, 2017	<b>July</b>	Wednesday	July 19, 2017
<b>February</b>	Wednesday	February 15, 2017	<b>August</b>	Wednesday	August 16, 2017
<b>March</b>	Wednesday	March 15, 2017	<b>September</b>	Wednesday	September 20, 2017
<b>April</b>	Wednesday	April 19, 2017	<b>October</b>	Wednesday	October 18, 2017
<b>May</b>	Wednesday	May 17, 2017	<b>November</b>	Wednesday	November 15, 2017
<b>June</b>	Wednesday	June 21, 2017	<b>December</b>	Wednesday	December 20, 2017

**The Lancaster County Library Board meets the last Tuesday of the month, every other month, at the County Library, 313 South White Street, Lancaster, South Carolina at 6:30 pm.**

<b>January</b>	Tuesday	January 31, 2017
<b>March</b>	Tuesday	March 28, 2017
<b>May</b>	Tuesday	May 30, 2017
<b>July</b>	Tuesday	July 25, 2017
<b>September</b>	Tuesday	September 26, 2017
<b>November</b>	Tuesday	November 28, 2017

**The Lancaster Planning Commission meets in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:30 pm on the third Tuesday for Regular Meeting.**

<b>January</b>	Work Session	Thursday	January 5, 2017
	Regular Meeting	Tuesday	January 17, 2017
<b>February</b>	Work Session	Thursday	February 2, 2017
	Regular Meeting	Tuesday	February 21, 2017
<b>March</b>	Work Session	Thursday	March 2, 2017
	Regular Meeting	Tuesday	March 21, 2017
<b>April</b>	Work Session	Thursday	April 6, 2017
	Regular Meeting	Tuesday	April 18, 2017
<b>May</b>	Work Session	Thursday	May 4, 2017
	Regular Meeting	Tuesday	May 15, 2017
<b>June</b>	Work Session	Thursday	June 1, 2017
	Regular Meeting	Tuesday	June 20, 2017
<b>July</b>	Work Session	Thursday	July 6, 2017
	Regular Meeting	Tuesday	July 18, 2017
<b>August</b>	Work Session	Thursday	August 3, 2017
	Regular Meeting	Tuesday	August 15, 2017
<b>September</b>	Work Session	Thursday	September 7, 2017
	Regular Meeting	Tuesday	September 19, 2017
<b>October</b>	Work Session	Thursday	October 5, 2017
	Regular Meeting	Tuesday	October 17, 2017
<b>November</b>	Work Session	Thursday	November 2, 2017
	Regular Meeting	Tuesday	November 16, 2017
<b>December</b>	Work Session	Thursday	December 7, 2017
	Regular Meeting	Thursday	December 14, 2017

**The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 pm.**

<b>January</b>	Tuesday	January 17, 2017	<b>July</b>	Tuesday	July 18, 2017
<b>February</b>	Tuesday	February 21, 2017	<b>August</b>	Tuesday	August 15, 2017
<b>March</b>	Tuesday	March 21, 2017	<b>September</b>	Tuesday	September 19, 2017
<b>April</b>	Tuesday	April 18, 2017	<b>October</b>	Tuesday	October 17, 2017
<b>May</b>	Tuesday	May 16, 2017	<b>November</b>	Tuesday	November 21, 2017
<b>June</b>	Tuesday	June 20, 2017	<b>December</b>	Tuesday	December 19, 2017

**The Lancaster Joint Recreation Commission meets on the second Tuesday in the Springdale Recreation Center, 260 South Plantation Road, Lancaster, South Carolina at 6:30 pm. Special meetings are held at the call of the chair.**

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	NO MEETING SCHEDULE	
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 8, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	NO MEETING SCHEDULED	

**The Lancaster County Board of Zoning Appeals meets on the second Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:30 pm.**

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	Tuesday	July 11, 2017
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 8, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	Tuesday	December 12, 2017

**The following Boards or Commissions meet at the call of the Chair.**

Lancaster County Airport Commission  
Lancaster County Board of Assessment Appeals  
Lancaster County Construction Board of Appeals  
Lancaster County Fire Code Appeals Board  
Lancaster County Transportation Commission

## **Council Standing Committees**

**The Public Safety Committee will now meet the Tuesday following the 1<sup>st</sup> Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 8:00 a.m., and at other times as called by the Chair.**

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	Tuesday	July 11, 2017
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 15, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	Tuesday	December 12, 2017

**The Infrastructure and Regulation Committee meets on the Tuesday following the 1<sup>st</sup> Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.**

<b>January</b>	Tuesday	January 10, 2017	<b>July</b>	Tuesday	July 11, 2017
<b>February</b>	Tuesday	February 14, 2017	<b>August</b>	Tuesday	August 15, 2017
<b>March</b>	Tuesday	March 14, 2017	<b>September</b>	Tuesday	September 12, 2017
<b>April</b>	Tuesday	April 11, 2017	<b>October</b>	Tuesday	October 10, 2017
<b>May</b>	Tuesday	May 9, 2017	<b>November</b>	Tuesday	November 14, 2017
<b>June</b>	Tuesday	June 13, 2017	<b>December</b>	Tuesday	December 12, 2017

**The Administration Committee meets on the Thursday following the 1<sup>st</sup> Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 4:30 p.m., and at other times as called by the Chair.**

<b>January</b>	Thursday	January 12, 2017	<b>August</b>	Thursday	August 17, 2017
<b>February</b>	Thursday	February 16, 2017	<b>September</b>	Thursday	September 14, 2017
<b>March</b>	Thursday	March 16, 2017	<b>October</b>	Thursday	October 12, 2017
<b>April</b>	Thursday	April 13, 2017	<b>November</b>	Thursday	November 16, 2017
<b>May</b>	Thursday	May 11, 2017	<b>December</b>	Thursday	December 14, 2017
<b>June</b>	Thursday	June 15, 2017			
<b>July</b>	Thursday	July 13, 2017			

**HOLIDAY OBSERVANCES FOR THE YEAR 2017**

<b>Holiday</b>	<b>Date Observed</b>
New Year's Day	Monday, January 2, 2017
Martin Luther King Day	Monday, January 16, 2017
Easter Monday	Monday, April 17 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Thanksgiving Day Day After Thanksgiving	Thursday, November 23, 2017 and Friday, November 24, 2017
Christmas Eve Christmas Day Day after Christmas	Friday, December 22, 2017 Monday, December 25, 2017 Tuesday, December 26, 2017
New Years Day 2018	Monday, January 1, 2018



October 19, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

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

On a future date to be determined in November, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

On or about October 31<sup>st</sup>, Pivot channel 115 will no longer be available in Cheraw, Laurinburg and Hartsville as the service is ceasing operations.

WGN America may be repositioned from Starter TV to Standard TV.

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

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

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

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale". The signature is fluid and cursive, with the first name "Ben" being more prominent.

Ben Breazeale  
Sr. Director, Regional Government Affairs



November 1, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

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

On or about November 2nd, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

WGN America may be repositioned from Starter TV to Standard TV.

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

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

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

Sincerely,

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

Ben Breazeale  
Sr. Director, State Government Affairs  
South Region

**Workforce Innovation and Opportunity Act  
Catawba Local Plan Summary  
July 1, 2016 – June 30, 2020**

**Section I:      Workforce and Economic Analysis**

The Catawba Workforce Development Board (WDB) uses many tools to analyze the workforce in our area. Those tools include: Catawba Comprehensive Economic Development Strategies (CEDS), Catawba Area NAICS Employment Data, Catawba Employment and Industry Reports, and Catawba Area Community Profiles, CEDS for the greater Charlotte Region, Labor Market Information (LMI) provided by South Carolina Department of Employment and Workforce (SCDEW). Recently, as a part of the WIOA Central Region (Catawba, Lower Savannah and Central Midlands Workforce Development Areas), we have used some of the same tools to determine target industries for the larger WIOA region and those industries are similar to the Catawba Workforce Development area. The Catawba Workforce Development Region is also a part of the I-77 Alliance which includes two of our counties, and we look forward to the results of their Workforce Study which will be completed in 2017.

The Catawba WDB has purposely kept our “in-demand” industries (for which we provide WIOA training funds) relatively broad in order to serve the range of existing and emerging jobs in our area. Our current in-demand industries are Healthcare/Early Childhood, Maintenance/Manufacturing, Transportation/Logistics, Building/Construction, and Office/Computer Technology.

Employers continually stress that they are looking for employees with good soft skills. The need for soft skills is also referenced in the attached South Carolina Job Skills Gap Update 2015. While we have already been addressing this need with workshops and on-line resources, we look forward to using the new soft skills curriculum recently approved for use throughout the State.

Employers stress that they need employees that are “trainable” for their jobs. WorkKeys assessments are a great tool to assess job seeker skills because it is a standardized test and is “work-focused”. Each assessment is designed by the experts at ACT to accurately reflect the real needs of today’s workplace. The assessments help measure the workplace skills that can affect job performance. All WIOA participants take three WorkKeys assessments (Applied Math, Locating Information, and Reading for Information). We also offer on-line training (Career Ready 101 and others) to increase WorkKeys scores that range from <3 to 7.

Employers also state that they have more jobs that require some training beyond a high school diploma or GED, but do not require a four year degree. This is referenced in the South Carolina Job Skills Gap Update 2015. Training meeting those needs includes courses that provide job specific and/or industry specific certificates and certifications.

We currently have over 30 providers and over 225 programs on our Eligible Training Provider List (ETPL), for occupational training in the Catawba Area. Before approval as an Eligible Training Provider, new providers must be vetted through WDB staff and the WDB to be sure that they are providing quality courses.

**Section II:      Strategic Vision and Goals**

The Catawba WDB began work on an updated Strategic Plan spring/summer 2014. When the Workforce Innovation and Opportunity Act became law in July 2014, the decision was made to defer on completion of the plan until more was known about WIOA. Now that WIOA regulations are finalized, the WDB plans to complete a new four year strategic plan during PY16. Following is information from the 2014 document:



The Catawba WDB's Vision is "Partnering to develop and maintain a globally competitive workforce that enhances regional economic growth and improved quality of life."

The Catawba WDB's Mission is "To create, modify, and sustain a local system of cooperation and collaboration among all workforce development entities to ensure that the employment-related needs of employers, incumbent workers, and job seekers are met."

The Catawba WDB established goals in four key areas:

Employer Services: 1. Be the "service of choice" for employers – provide quality service and continue to build employer usage and repeat business; 2. Collaborate with partner agencies to educate employers on all services available (partner fair, webinar, etc.); 3. Improve communication with employers of available services by utilizing technology.

Job Seeker Services: 1. Increase the number of qualified job seekers in SC Workforce Online system (SCWOS); 2. Improve soft skills of job seekers; 3. Improve guidance of job seekers toward growing occupations/careers; 4. Continue collaboration with partners to help all job seekers, especially those with barriers, to get all services needed to become employed; 5. Increase avenues of providing information to job seekers through technology (FaceBook, Twitter, email, etc.).

Youth: 1. Increase success rate (performance goals) and retention rate; 2. Increase meaningful work based learning opportunities and work opportunities; 3. Work with the COG and other entities to improve transportation options.

WDB Management Role: 1. Continue to educate WDB members on WIOA and encourage them to promote the WDB and WIOA services provided; 2. Maximize cooperation/coordination with partners (to provide more services and not duplicate services); 3. Develop (or update) strategic plan for WIOA; 4. Develop resource sharing policies for required and non-required partners in SCWorks Centers.

### **Section III: Local Area Partnerships and Investment Strategies**

The local planning process involved discussing relevant sections of the plan with the WDB committees (Strategic Planning, OneStop/SCWorks, disAbilities, Youth Council), including WDB members, employers, partners, economic development, providers, etc. The plan was sent out to the full WDB, full Youth Council, Adult Ed Directors, providers, etc. for input. A meeting will be held to discuss the plan with chief elected officials and gather input. The plan was also posted on the SCWorks Catawba website ([www.scworkscatawba.org](http://www.scworkscatawba.org)) for public comment.

The Catawba workforce system consists of many agencies and programs, including: ResCare Workforce Services (RWS) (local operator of SCWorks offices and Adult/Dislocated Worker services provider), SC Department of Employment and Workforce, Adult Education, Vocational Rehabilitation, York Technical College, Carolina Community Actions, Catawba Reservation, SC Indian Development Council, HUD, Job Corps, AARP, Department of Social Services, JUMMP, Alston Wilkes Society, Goodwill, Well Vista.

The Catawba WDB is committed to supporting the strategies in the SC WIOA Unified State Plan ([www.scworks.org/media/WIOA/WIOA\\_unified\\_state\\_plan.pdf](http://www.scworks.org/media/WIOA/WIOA_unified_state_plan.pdf)). We will continue to work toward strengthening the workforce pipeline by reviewing our in-demand industries annually and guiding WIOA participants into those high demand and growing training areas.



The Catawba Area will continue to promote the Work Ready Communities initiative by continuing to have all WIOA participants complete WorkKeys Assessments and promoting the Work Ready Communities initiative with employers. South Carolina's Certified Work Ready Communities initiative aims to ensure the growth of South Carolina communities by creating an environment conducive to business and workforce development by ensuring a ready workforce that serves as an economic development tool.

Through the PY15 State initiative to reach new businesses in the Catawba Region, 994 additional employers are now aware of services available through the SCWorks workforce system. We will continue to reach out to all small employers and in-demand sector employers to let them know about SCWorks and the services that we can provide.

#### **Section IV: Program Design and Evaluation**

Our Adult/Dislocated Worker and Youth programs offer a wide range of services for their participants. These include workshops, pre-employment skills training, assistance with obtaining GED/high school diploma, work based learning, occupational skills training, transportation assistance, child care assistance, etc. The WDB staff provides guidance to program providers so that we continually improve our services and outcomes. This is provided through technical assistance (in person, phone, and email), scheduled meetings with Youth and/or Adult/DW staff, financial and programmatic monitoring, etc.

The WDB expects our Operator (ResCare) to maintain processes to meet local employment needs. In addition to matching job seekers to open jobs, we also offer other business services including Incumbent Worker Training (IWT) funds, On the Job Training (OJT) funds, job fairs, and the HR Café (a quarterly "lunch and learn" event in each county sponsored by SCWorks and a local attorney). The Core SCWorks Business Solutions Team meets monthly, and the full Catawba Business Solutions Team (including partners) meets quarterly.

The Operator, (ResCare), coordinates meetings to discuss integration of activities and service delivery flow within the SCWorks centers at a minimum of once per quarter. The referral process is being followed to ensure smooth transition while delivering career services to job seekers based on their individual level of need. We are committed to serving targeted populations and those with barriers to employment.

#### **Section V: Operations and Compliance**

The WDB contracts for Operator (of SCWorks Centers), Adult Services, Dislocated Worker Services, and Youth Services through a competitive bid process. Catawba follows the same process for each Request for Proposal (RFP).

The WDB and chief elected official have selected Catawba Regional COG as their fiscal and administrative entity for the area.

Partner roles and contributions are specified in the local Memorandum of Understanding (MOU) and Resource Sharing Agreement (RSA). Some contributions are monetary and some are "in kind" (providing workshops, covering front desk, providing free assessments, etc.) Partner meetings are hosted by SCWorks monthly in each county in the Catawba Region in an effort to avoid duplication of services.

# MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, November 14 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 15 <sup>th</sup>	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, November 15 <sup>th</sup>	3:00 p.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room
Thursday, November 17 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Monday, November 28 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Friday, December 2 <sup>nd</sup>	7:30 p.m.	Kansas- Performing Arts Series Bundy Auditorium, University of SC Lancaster
Monday, December 12 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, December 13 <sup>th</sup>	8:00 a.m.	Public Safety Committee Meeting Council Conference Room
Tuesday, December 13 <sup>th</sup>	3:00 p.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room
Thursday, December 15 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 ..... 8:00 a.m. .... Public Safety Committee

The Tuesday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 ..... 3:00 p.m. .... Infrastructure and Regulation Committee

The Thursday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Thursday)  
 ..... 4:30 p.m. .... Administration Committee

1<sup>st</sup> Thursday of each month ..... 7:00 p.m. .... Fire Commission, Covenant Street EOC Building

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month ..... 9:00 a.m. .... Development Review Committee, Council Chambers

2<sup>nd</sup> Tuesday of each month ..... 6:30 p.m. .... Zoning Appeals Board, County Council Chambers

2<sup>nd</sup> 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<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) ..... 11:45 a.m. .... Health & Wellness Comm., various locations

2<sup>nd</sup> Tuesday ..... 6:00 p.m. .... Historical Commission, Library Conference Room

3<sup>rd</sup> Thursday of each month ..... 6:30 p.m. .... Community Relations Commission, County Council Chambers

1<sup>st</sup> Thursday of each month ..... 5:00 p.m. .... Planning Commission work session, County Council Chambers

3<sup>rd</sup> Tuesday of each month ..... 6:30 p.m. .... Planning Commission, County Council Chambers